

Date _____

DATA SHARING AGREEMENT
Between the Florida Department of Health
and Palm Beach County

This Data Sharing Agreement (the "Agreement") is made as of 20th day of March, 2022 or the date last signed by the Parties, whichever is later, (the "Effective Date"), 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 Florida Department of Health (the "Department"), jointly referred to as the "Parties."

- A. Scope of the Agreement: The Department will match Client Care Data received from the County each quarter, to assist the County with Linkage to Care Activities.
- B. Definition of Terms:
1. **Active Consent**: A recurring informed consent agreement by a client receiving HIV care services to authorize use and disclosure of the client's medical information, including but not limited to; medical, dental, Human Immunodeficiency Virus (HIV) and the acquired immunodeficiency syndrome (AIDS), STD, psychiatric or psychological and case management; for treatment, payment and healthcare operations.
 2. **Client Care Data**: Client information including demographics, contact information, personal identification information, date of last contact and/or care event, and out-of-care status.
 3. **HIV**: A virus that attacks the body's immune system that left untreated can lead to AIDS.
 4. **Linkage Module**: A platform used by the Department to monitor linkage to care activities, metrics and outcomes.
 5. **Linkage to Care Activities**: A service which seeks to increase the number of people living with HIV who are engaged in HIV-related medical care and treatment. Linkage to Care Activities are performed by County staff and community partners, including case managers, medical providers, prevention providers, and patient care coordinators to link persons with HIV to medical care and treatment.
- C. Legal Authority: Section 381.003, 381.004, and 384.29, Florida Statutes.
- D. Term of Agreement: This Agreement begins upon the Effective Date and end three years after said date, unless modified or extended by the Parties.
- E. Responsibilities of the Parties:
1. County's Responsibilities: County will perform the following throughout the term of the Agreement:
 - a. Provide the Department with data for County's active consent clients as needed.
 - b. Enter client outcomes of linkage to care activities to the Department's Linkage Module.

- c. Restrict the transmission of the data provided to and received from the Department using secure file transfer protocols to County personnel (including agents, employees, or independent contractors) who are allowed access to such data in the performance of the County Responsibilities.
 - d. Maintain a list of personnel granted access privileges to the data pursuant to this Agreement and submit the list to the Department upon request. At a minimum, include the user's name and title; the user identification; whether data access was granted, changed, or deleted; and the dates of initial security training and annual awareness training.
 - e. Any data provided pursuant to this Agreement will be used only in the performance of official duties and will be disclosed only for those purposes as defined in this Agreement.
 - f. Store the data in a place physically secure from access by unauthorized persons. Establish appropriate administrative, technical and physical safeguards to protect confidentiality of the data and prevent unauthorized use or access.
 - g. Notify the Department within 24 hours of any security breach related to the data.
2. Department's Responsibilities: Match the County's data each quarter and provide the data identified in Exhibit A, Section 2, "Data Elements Returned to Part A for all Active Consent Clients."

F. Special Provisions:

1. Notice: Any notices given by either party to the other party under this agreement will be in writing and sent either: by overnight courier, with a verified receipt; or by registered or certified United States Mail, postage prepaid. Notice will be deemed sufficiently given upon receipt at the following addresses:

If to County: Palm Beach County Community Services Department
Ryan White Program
810 Datura Street
West Palm Beach, Florida 33401
Email address: cmesser@pbcgov.org

If to Department: The Florida Department of Health
4052 Bald Cypress Way, Bin A-09
Tallahassee, Florida 32399-1715
Attention: Daniel Grischy, MD, MPH
HIV Surveillance Program Manager
Email address: daniel.grischy@flhealth.gov

2. Attorney's Fees: Except as provided herein and as otherwise provided by law, each Party will be responsible for their own attorney's fees incurred in connection with disputes arising between the Parties under the terms of this Agreement.

3. Disputes: Florida law governs all matters arising out of or related to this Agreement.
4. Termination of the Agreement for Cause: This Agreement may be terminated by either Party for cause upon 30 days' written notice to the other Party.
5. Termination at Will: This Agreement may be terminated by either Party upon no less than 30 days' notice in writing to the other Party, without cause, unless a lesser time is mutually agreed upon in writing by both Parties.
6. Compliance with Applicable Laws: If any provision of this Agreement is held to be invalid under any applicable statute or rule of law, such provision, or portions thereof, are to that extent deemed to be omitted and the remaining provisions of this Agreement will remain in full force and effect.
7. Cooperation with Inspectors General: To the extent applicable, the Parties will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.
8. Waiver: The failure of either Party, in any respect, to exercise, or delay in exercising any right, power, or privilege provided for hereunder will not be deemed a waiver thereof; nor will any single or partial exercise of any such right, power or privilege preclude any other, or further exercise thereof, or the exercise of any other right, power, or privilege under this Agreement. No Party will be deemed to have waived a right, power, or privilege provided for hereunder, unless such waiver is made in writing, and signed by the Party against whom such waiver is sought.
9. Independent Contractors: The Parties hereto are independent contractors with respect to each other, and nothing contained herein will be construed to create the relationship of an employer-employee, joint venture, partnership, or association between the Parties.
10. Modification: Neither this Agreement, nor any provision hereof, may be amended or otherwise modified, except by a written instrument signed by all Parties hereto.
11. Renewal: This Agreement may be renewed for a period that may not exceed three years or the term of the original Agreement, whichever period is longer. Renewals must be in writing and subject to the same terms and conditions set forth in the initial Agreement.
12. Health Insurance Portability and Accountability Act (HIPAA): Where applicable, County will comply with HIPAA as well as all regulations promulgated there under (45 CFR Parts 160 and 164).
13. Entire Agreement: This Agreement embodies the entire Agreement and understanding between the Parties, on the subject hereof.

In Witness hereof, the parties have caused this ___page Agreement to be executed by the following duly authorized officials:

County: PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

Signature: _____

Printed Name: Robert S. Weinroth, Mayor

Date: _____

APPROVED AS TO
FORM AND LEGAL
SUFFICIENCY

DocuSigned by:
Helene C. Hvizd
BF3DF20B2223413...

Assistant County Attorney

State of Florida, Department of Health

Signature: _____ Date: _____
Title State Epidemiologist, Division Director, Division of Disease Control and Health
Protection

APPROVED AS TO TERMS
AND CONDITIONS

By:

DocuSigned by:
James Green
BE34EE22BEDF492

Department Director

ATTEST:
Joseph Abruzzo
Clerk and Comptroller

By: _____
Deputy Clerk

Certificate Of Completion

Envelope Id: 130608C5269C4985BCE6CE9456E5ABE3
Subject: Contract DC090: Has been sent to the providers POC to obtain signature
Source Envelope:
Document Pages: 5
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:
Rashena Itwaru-Womack
Rashena.Itwaru-Womack@flhealth.gov
IP Address: 167.78.4.20

Record Tracking

Status: Original
3/30/2022 4:37:34 PM
Holder: Rashena Itwaru-Womack
Rashena.Itwaru-Womack@flhealth.gov

Location: DocuSign

Signer Events

Brandon Barber
Brandon.Barber@flhealth.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carina Blackmore, DVM, PhD, Dipl ACVPM
Carina.Blackmore@flhealth.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 3/21/2022 8:55:43 AM
ID: f9c6c432-7213-45f3-ab56-7ec34694de79

Signature

Timestamp

In Person Signer Events

Editor Delivery Events

Rashena Itwaru-Womack
rashena.itwaru-womack@flhealth.gov
OPS GOVERNMENT OPERATIONS
CONSULTANT II
Florida Department of Health
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature

Status

Timestamp

Timestamp
Sent: 3/30/2022 4:49:33 PM

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Brandon Barber
Brandon.Barber@flhealth.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Status

Status

Status

Status

Timestamp

Timestamp

Timestamp

Timestamp

Sent: 3/30/2022 4:49:32 PM



Carbon Copy Events

Gil Barnes
Gil.Barnes@flhealth.gov
Office Manager
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Status

COPIED

Timestamp

Sent: 3/30/2022 4:49:32 PM

CASEY MESSER
CMESSER@PBCGOV.COM
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 3/30/2022 4:49:33 PM
Viewed: 3/31/2022 12:08:14 PM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent Hashed/Encrypted

3/30/2022 4:49:33 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Florida Department of Health (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Florida Department of Health:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: antonio.dawkins@flhealth.gov

To advise Carahsoft OBO Florida Department of Health of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at antonio.dawkins@flhealth.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Carahsoft OBO Florida Department of Health

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to antonio.dawkins@flhealth.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Florida Department of Health

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to antonio.dawkins@flhealth.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Florida Department of Health as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Florida Department of Health during the course of my relationship with you.