

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 10, 2025 [] Consent [X] Regular
[] Ordinance [] Public Hearing
Department
Submitted By: Community Services
Submitted For: Ryan White Program

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) approve Data Transfer and Use Agreement with the University of Florida Board of Trustees (UF) for a period of three (3) years, effective upon approval of the parties, at no cost to Palm Beach County (County), to share limited client-level information with the consent of clients, for the purpose of research to evaluate whether a mobile health (mHealth) facilitated mental health intervention will improve anxiety, depression, and viral suppression among people living with HIV (PWH); and
- B) delegate to the County Administrator, or designee, signatory authority on additional forms and certifications, contracts and agreements, and amendments thereto, and any other necessary documents related to the Data Transfer and Use Agreement that do not substantially change the scope of work, terms, or conditions.

Summary: The County's Ending the HIV Epidemic (EHE) Tele-adherence Counseling (TAC) Program, a 2024 Golden Palm Award recipient, has been recognized nationally as an innovative leader in implementing an evidence-based telehealth intervention for PWH. Due to this success, UF's Southern HIV and Alcohol Research Consortium (SHARC) would like to partner with the County in a research collaborative to test the feasibility and effectiveness of an integrated mHealth and mental health intervention, compared to the current established standards of care.

The Community Services Department (CSD) will serve as the primary study site for this project. CSD clients will have the opportunity to voluntarily participate in this research. With the client's consent and enrollment into the project, UF will collect data from 60 participants at baseline, upon completion of the intervention, and at six (6) months post-intervention. All data will be de-identified and entered directly into a secure, encrypted web-based survey platform, UF REDCap, which is accessible only by members of the UF Research Team. The data will not be linked to any other datasets, and UF will either return or destroy all copies of the data upon the termination or expiration of the agreement. UF has received Institutional Review Board (IRB) approval for this research project.

The County shall retain ownership of rights to the data, and UF shall not obtain any rights to the data. UF agrees to acknowledge the County's contribution as the source of data in all written, visual, or oral public disclosures concerning UF's research. Before UF submits a paper or abstract for publication, or otherwise intends to publicly disclose information about the results of the project, the County will review proposed manuscripts and abstracts to ensure that data is appropriately protected. No County match is required. Countywide (HH)

Background and Policy Issues: Nearly 9,000 PWH currently reside in the County, with an overall viral suppression rate of 66.4%. County EHE TAC program participants have demonstrated an improvement in viral suppression, from 0% at enrollment to 86% within 12 months. This Data Transfer and Use Agreement is necessary to allow the County to provide consented data to UF for the purpose of this implementation research. It also serves to protect the County's interests and the data of clients served, while providing the opportunity to establish the County's model of HIV care and treatment as the new gold standard for evidence-based interventions to end the HIV epidemic in the United States.

Attachments:

1. Data Transfer and Use Agreement with University of Florida Board of Trustees (UF)

Recommended By: Tanuna Mallotra 5/5/2025
Department Director Date
Approved By: [Signature] 5/16/25
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-\$0-				

# ADDITIONAL FTE POSITIONS (Cumulative)	0				
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Is Item Included In Current Budget? Yes ___ No x
Does this item include the use of federal funds? Yes ___ No x
Does this item include the use of state funds? Yes ___ No x

Budget Account No.:
Fund 1010 Dept 142 Unit Object 1481 Program Code Var Program Period Var

B. Recommended Sources of Funds/Summary of Fiscal Impact:
No County funding is required.

DocuSigned by:
Julie Dowe
05AC8C7CC5BC4A4...

C. Departmental Fiscal Review: Julie Dowe, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

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

Lucy Martin 5/7/2025
OFMB JH 5/7
EDW 5.7.25

Branda Gracida 5/8/25
Contract Development and Control

B. Legal Sufficiency:
Deane C. Haydel 5-12-25
Assistant County Attorney

C. Other Department Review:

Department Director

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

Agreement ID: AGR00033455/IRB202003223

Data Transfer and Use Agreement ("Agreement")	
This Agreement is made as of the date of the last signature below ("the Effective Date" 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 Provider, and the University of Florida Board of Trustees, hereinafter referred to as the Recipient.	
Provider: Palm Beach County Community Services	Recipient: University of Florida Board of Trustees
Provider Scientist	Recipient Scientist
Name: Daisy Krakowiak-Wiebe	Name: Preeti Manavalan
Email: dwiebe@pbc.gov	Email: preeti.manavalan@medicine.ufl.edu
Agreement Term	Project Title: Adaptation and implementation of a behavioral mhealth intervention to
Start Date: Date of last signature below	
End Date: Three (3) Years after the Start Date	Attachment 2 Type: Personally Identifiable Information - HIPAA

Terms and Conditions

- 1) Provider shall provide the data set described in Attachment 1 (the "Data") to Recipient for the research purpose set forth in Attachment 1 (the "Project"). Provider shall retain ownership of any rights it may have in the Data, and Recipient does not obtain any rights in the Data other than as set forth herein.
- 2) If applicable, reimbursement of any costs associated with the preparation, compilation, and transfer of the Data to the Recipient will be addressed in Attachment 1.
- 3) Recipient shall not use the Data except as authorized under this Agreement. The Data will be used solely to conduct the Project and solely by Recipient Scientist and Recipient's faculty, employees, fellows, students, and agents ("Recipient Personnel") and Collaborator Personnel (as defined in Attachment 3) that have a need to use, or provide a service in respect of, the Data in connection with the Project and whose obligations of use are consistent with the terms of this Agreement (collectively, "Authorized Persons").
- 4) Except as authorized under this Agreement or otherwise required by law, Recipient agrees to retain control over the Data and shall not disclose, release, sell, rent, lease, loan, share, or otherwise grant access to the Data to any third party, except Authorized Persons who have a need to access the Data to complete the objectives of this Project, without the prior written consent of Provider. Recipient agrees to establish appropriate administrative, technical, security, and physical safeguards to prevent unauthorized use of, access to, or disclosure of the Data and comply with any other special requirements relating to safeguarding of the Data as may be set forth in Attachment 2.
- 5) Recipient agrees to use the Data in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable to such research.
- 6) Recipient is encouraged to make publicly available the results of the Project. Before Recipient submits a paper or abstract for publication or otherwise intends to publicly disclose information about the results of the Project, the Provider will have thirty (30) days from receipt to review proposed manuscripts and ten (10) days from receipt to review proposed abstracts to ensure that the Data is appropriately protected. Provider may request in writing that the proposed publication or other disclosure be delayed for up to thirty (30) additional days as necessary to protect proprietary information.
- 7) Recipient agrees to recognize the contribution of the Provider as the source of the Data in all written, visual, or oral public disclosures concerning Recipient's research using the Data, as appropriate in accordance with scholarly standards and any specific format that has been indicated in Attachment 1.
- 8) Unless terminated earlier in accordance with this section or extended via a modification in accordance with Section 13, this Agreement shall expire as of the End Date set forth above. Either party may terminate this Agreement with thirty (30) days written notice to the other party's Authorized Official as set forth below. Upon expiration or early termination of this Agreement, Recipient shall follow the disposition instructions provided in Attachment 1, provided, however, that Recipient may retain one (1) copy of the Data to the extent necessary to comply with the records retention requirements under any law, and for the purposes of research integrity and verification.

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- 9) Except as provided below or prohibited by law, any Data delivered pursuant to this Agreement is understood to be provided "AS IS." PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Notwithstanding, Provider, to the best of its knowledge and belief, has the right and authority to provide the Data to Recipient for use in the Project.
- 10) Except to the extent prohibited by law, the Recipient assumes all liability for damages which may arise from its use, storage, disclosure, or disposal of the Data. The Provider will not be liable to the Recipient for any loss, claim, or demand made by the Recipient, or made against the Recipient by any other party, due to or arising from the use of the Data by the Recipient, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the Provider. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement.
- 11) Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for other purposes without written permission from the other party provided that any such statement shall accurately and appropriately describe the relationship of the parties and shall not in any manner imply endorsement by the other party whose name is being used.
- 12) Unless otherwise specified, this Agreement and the below listed Attachments embody the entire understanding between Provider and Recipient regarding the transfer of the Data to Recipient for the Project:
- I. Attachment 1: Project Specific Information
 - II. Attachment 2: Data-specific Terms and Conditions
 - III. Attachment 3: Identification of Permitted Collaborators (if any)
- 13) No modification or waiver of this Agreement shall be valid unless in writing and executed by duly-authorized representatives of both parties.
- 14) The undersigned Authorized Officials of Provider and Recipient expressly represent and affirm that the contents of any statements made herein are truthful and accurate and that they are duly authorized to sign this Agreement on behalf of their institution.
- 15) This Agreement shall be governed by the laws of the State of Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the Provider and/or Recipient.

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- 16) Palm Beach County has established the Office of the Inspector General in Palm Beach County Code sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, sections 2-421 - 2-440, as may be amended, and punished pursuant to section 125.69, Florida Statutes, as may be amended, in the same manner as a second degree misdemeanor.
- 17) 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 Contract. Each Party acknowledges that an original signature or a copy thereof transmitted by email PDF will constitute an original signature for purposes of this Agreement.
- 18) Recipient certifies and affirms that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Recipient's subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

<p>PROVIDER:</p> <p>PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BOARD OF COUNTY COMMISSIONERS</p> <p>By an Authorized Official of Provider:</p> <p>_____ Name: Maria G. Marino Title: Mayor</p> <p>_____ Date</p>	<p>RECIPIENT:</p> <p>UNIVERSITY OF FLORIDA BOARD OF TRUSTEES</p> <p>By an Authorized Official of Recipient:</p> <p>DocuSigned by: <i>Jason Cline</i> _____ 723C18F5E735410... 4/29/2025</p> <p>_____ Date</p> <p>Name: Jason Cline Title: Contracting Manager</p>
<p>APPROVE AS TO FORM AND LEGAL SUFFICIENCY</p> <p>BY: <i>HCH</i> <i>Helene C. Hargis</i> _____ Assistant County Attorney</p>	<p>APPROVE AS TO TERMS AND CONDITIONS Community Services Department</p> <p>BY: <i>Tanura Mallhotra</i> _____ 1459E4101F1049C... Department Director</p>

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<p><u>Contact Information for Formal Notices:</u></p> <p>Name: HIV Elimination Services</p> <p>Address: Community Services Department 810 Datura St West Palm Beach, FL 33401</p> <p>Email: cmesser@pbc.gov</p> <p>Phone: (561) 355-4730</p>	<p><u>Contact Information for Formal Notices:</u></p> <p>Name: Office of Research</p> <p>Address: 207 Grinter Hall PO Box 115500 Gainesville, FL 32611</p> <p>Email: ufawards@ufl.edu</p> <p>Phone: (352) 392-3516</p>
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Attachment 1

Data Transfer and Use Agreement

Project Specific Information

1. Description of Data:

The University of Florida (UF) Research Team for the "Adaptation and implementation of a behavioral mHealth intervention to reduce anxiety and depression and end the HIV epidemic in the rural South" study will conduct the recruitment and enrollment, facilitate the IRB, collect research data, and facilitate the data infrastructure and analysis. Palm Beach County Community Services is the main study site for this project. The UF Research Team will interact with participants enrolled in the study from Palm Beach County Community Services and have access to Protected Health Information, PHI.

Data will be collected from 60 participants enrolled in HIV care at Palm Beach County Community Services and who have access to the PL Care app. Participants will be randomized to either an intervention arm where they receive 5 individual weekly counseling sessions delivered by a trained community health worker to promote positive mood and emotions or they will be randomized to the control arm where they will receive standard of care for mental health care (see Description of Project below).

Data collected at Palm Beach County Community Services will include collection of laboratory data, mental health data, and device app data from the PL Cares app. Additionally, the UF Research Team will also collect data from other sources including socio-demographic, general health, mental health, and HIV care data from RA administered UF questionnaires and interviews from the enrolled participants.

Data will be collected upon enrollment at baseline, upon completion of the intervention, and at 6 months-post intervention. All data will be de-identified and will be entered directly into a secure and encrypted UF web-based survey, UF REDCap, that only members of the UF Research Team will have access to.

2. Description of Project:

Study title: Adaptation and implementation of a behavioral mHealth intervention to reduce anxiety and depression and end the HIV epidemic in the rural South

Recipient: University of Florida

Provider: Palm Beach County Community Services

Study objective: To evaluate if a mobile health (mHealth) facilitated mental health intervention will improve anxiety, depression and HIV outcomes including viral suppression among people living with HIV in the South.

This project will conduct a pilot feasibility trial to test the feasibility and preliminary effectiveness of an integrated mHealth and mental health intervention. Participants enrolled in this pilot feasibility trial will be linked to a trained community health worker (CHW) through the PL Cares app. The CHW will be hired and trained by the UF research team and will conduct approximately 5 weekly 60-minute counseling sessions via a secure video call feature through the PL Cares app. If the participant does not have improvement of depression or anxiety symptoms after completion of the counseling sessions, the CHW will refer the participant to a licensed mental health professional. Participants will be randomized to receive access to the version of the app with the counselling intervention (intervention arm) or the unmodified version of the app (control arm). Participants allocated to the intervention arm will receive the counseling intervention for 5-6 weeks. Participants in both arms will receive 6 months of follow up.

University of Florida, the data Recipient, will collect data from enrolled participants from the PL Cares app. Data will be collected from the PL Cares app and then the de-identified data will be entered in a secure, encrypted UF data server, such as UF REDCap, that only members of the UF Research Team will have access to. The data will not be linked with other data sets.

3. Provider Support and Data Transmission:

Provider shall transmit the Data to Recipient: (select one) ☒ electronically or ☐ by mail to:

Name:	Preeti Manavalan
Address:	2004 Mowry Road Gainesville, Florida 32610
Email:	preeti.manavalan@medicine.ufl.edu
Phone:	1-617-515-9698

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Upon execution of this Agreement, Provider shall send any specific instructions necessary to complete the transfer of the Data to the contact person listed above, if not already included below in this section of Attachment 1.

Palm Beach County Community Services will provide data from the PL Cares app for participants enrolled in the study. This data will be used by the UF Research Team for the feasibility and preliminary effectiveness data analyses.

4. Reimbursement of Costs:

- ☒ None
- ☐ As governed by a separate written agreement between the parties
Reimbursement Agreement Reference # (if required):

- ☐ As set forth herein:

5. Disposition Requirements upon the termination or expiration of the Agreement:

The Data Recipient (UF) will return or destroy all copies of the Data in accordance with the Provider's (Palm Beach County Community Services) instructions at time of Agreement termination or expiration. If returning or destroying Data is infeasible or impractical, Recipient will extend the protections of this Agreement to such Data and limit further uses and disclosures of the Data to those purposes that make the return or destruction infeasible, for so long as Recipient maintains the Data.

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Attachment 3
Data Transfer and Use Agreement
Identification of Permitted Collaborators (if any)

For all purposes of this Agreement, the definition of “Collaborator Personnel” checked below will pertain:

☒ “Collaborator Personnel” means: None. No collaborators are permitted on the Project.

-OR-

☐ “Collaborator Personnel” means as set forth below and agreed upon between the Parties: