

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: January 6, 2026

☒ **Consent** ☐ **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** a Data Sharing Agreement (Agreement) with the Florida Department of Health (FDOH), effective for four (4) years upon approval by both parties, allowing for the matching and sharing of limited, consented client-level information for the purpose of providing linkage to medical care and social support services for clients with HIV/AIDS in Palm Beach County (County), at no cost to the County; and
- B) **delegate authority** to the County Administrator, or designee, on additional forms, certification, contracts and agreements, and amendments thereto, and any other necessary documents related to the Data Sharing Agreement that do not substantially change the scope of work, terms, or conditions.

Summary: The “Data 2 Care” strategy, supported by the County’s Ending the HIV Epidemic (EHE) Initiative, is a critical component of the plan to end HIV in the County by 2030. The Agreement will include sharing limited client-level information entered into the County’s HIV/AIDS Program Data Management Information System with FDOH. This Agreement is necessary to continue matching and receiving updated client-level information to facilitate linkage to care services for clients with HIV/AIDS.

For the purposes outlined in the Agreement, client consent is required for the sharing of their information between the County and FDOH. This collaboration will reduce duplication of administrative efforts for both entities, lessen the burden of clients in maintaining service eligibility, facilitate more effective service delivery and utilization of available resources, and increase coordination of services between the County and FDOH. **No County match is required.** Countywide (JBR)

Background and Justification: The Board of County Commissioners (BCC) has been receiving Ryan White Part A funding since 1994, which has assisted thousands of people living with HIV/AIDS through the provision of medical and support services. The County also has been receiving funding under the EHE grant since 2020.

Attachments:

- ## 1. Data Sharing Agreement with FDOH

Recommended By:

Signed by: Taruna Mallotra
75C93E78AFED4B2
Department Director

12/4/2025

Department Director

Date _____

Approved By:

Deputy County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
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
Does this item include the use of federal funds? Yes No
Does this item include the use of state funds? Yes No

Budget Account No.:
Fund Dept. Unit Object Program Code Program Period

B. Recommended Sources of Funds/Summary of Fiscal Impact:
There is no funding associated with this item.

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

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:
OFMB 12/5/25
Contract Development and Control 12/10/25
B. Legal Sufficiency:
Assistant County Attorney 12/11/2025
C. Other Department Review:
Department Director

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

CONTRACT SUMMARY

This contract action has completed the Department's routing process and has received the required approvals for execution.

Division/CHD/Office:	Division of Disease Control and Health Protection
Provider Name:	Palm Beach County Community Services Department
Contract Number:	DC186
Original Contract Amount:	0
Total Contract Amount (executed actions):	0
Original Contract Start Date:	10.27.25
Original Contract End Date:	10.27.29
New Contract End Date:	

DESCRIPTION OF CONTRACTUAL SERVICES:

DUA between Florida Department of Health (FDOH) will share aggregate and de-identified data with Casey Messer, a researcher at the Palm Beach County Community Services Department.

CONTRACT ACTION:

AMENDMENT(Y/N):	AMENDMENT AMOUNT:	
CHANGE TO TERM(Y/N):	START DATE:	END DATE:
RENEWAL:	RENEWAL AMOUNT:	
START DATE:	END DATE:	

DESCRIPTION OF CONTRACT AMENDMENT ACTION:

--

This contract complies with all of the following requirements:

- A statement of work.
- Quantifiable and measurable deliverables.
- Performance measures.
- Financial consequences for non-performance.
- Terms and conditions which protect the interest of the state.
- All requirements of law have been met regarding the contract.
- Documentation in the contract file is sufficient to support the contract and the attestation (examples: business case; directive to establish contract; subject research and analysis, etc.).
- If the contract is established by way of a competitive solicitation as identified in section 287.057(1), Florida Statutes, the costs of the contract are the most advantageous to the state or offer the best value.

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

This Data Sharing Agreement (the “Agreement”) is made as of 8th day of October 2025 or the date last signed by the Parties, whichever is later, (the “Effective Date”), by and between Palm Beach Community Services Department (“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 and Eligibility Confirmation Data received from the County each quarter, to assist the County with Linkage to Care and Eligibility Confirmation Activities.

B. Definition of Terms:

1. 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.
2. Client Care and Eligibility Confirmation Data: Client information including demographics, contact information, personal identification information, date of last contact and/or care event, out-of-care status, Ryan White Program eligibility confirmation dates, federal poverty level (FPL), income and, where applicable, Ending the HIV Epidemic (EHE) services.
3. Consent: An 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.
4. Consenting Client: Individuals who have consented to providing their data to the Ryan White Part A program as needed and, where applicable, the County’s Minority AIDS Initiative (MAI) Program or EHE Initiative Services.
5. Eligibility Confirmation Activities: Services used to assess client eligibility for Ryan White Program funded services.
6. HIV: A virus that attacks the body’s immune system that left untreated can lead to AIDS.
7. Linkage Module: A platform used by the Department to monitor linkage to care activities, metrics and outcomes.
8. 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 four 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 the data identified in Exhibit A, Section 1, "Client Care and Eligibility Confirmation Data elements requested from Part A for all Consenting Clients".
 - 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:
 - a. Match the County's data each quarter and provide the data identified in Exhibit A, Section 2, "Client Care and Eligibility Confirmation Data elements returned to Part A for all Consenting 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
810 Datura Street

West Palm Beach, FL 33401
Attention: Dr. Casey Messer
Email Address: cmesser@pbcgov.org
END HIV PBC Program Manager

If to Department:

The Florida Department of Health
4052 Bald Cypress Way, Bin A-09
Tallahassee, Florida 32399-1715
Attention: Della Blue
HIV Surveillance Program Manager
Email address: Della.Blue@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 six-page Agreement to be executed by the following duly authorized officials:

Name: Sara Baxter

Title: Mayor

Organization: Palm Beach County Board of County Commissioners

Signature: _____

Printed Name: _____

Date: _____

APPROVED AS TO
FORM AND LEGAL
SUFFICIENCY BY:

Signed by:
Jessica Bober Rosenthal
A2EF4B6BAAF5427...

Date: 12/1/2025

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:
Taruna Mallotra
1450E4104F3049C...

Department Director

Michael A. Caruso
Clerk of the Circuit Court & Comptroller

By: _____

Deputy Clerk

EXHIBIT A

Section 1 - Client Care and Eligibility Confirmation Data elements requested from Part A for all consenting clients:

- 1) First name
- 2) Middle name
- 3) Last name
- 4) SSN
- 5) Date of birth
- 6) Current gender identity
- 7) Sex at birth
- 8) Race
- 9) Ethnicity
- 10) Current (or last known) address and phone number and date of address (if available)
- 11) Date of last contact or care event
- 12) Out of care status (in care or out of care)
- 13) Ryan White Part A Program Unique Client ID#
- 14) Most recent Ryan White Part A Program eligibility confirmation dates
- 15) Federal Poverty Level (FPL)
- 16) Annualized Income
- 17) Agency name where eligibility was most recently confirmed
- 18) Case Manager Name
- 19) Case Manager Phone Number
- 20) Last Ending the HIV Epidemic (EHE) service date (if applicable)

Section 2 – Client Care and Eligibility Confirmation Data elements returned to Part A for all consenting clients:

- 1) HIV care status and lab Information
 - a) Current care status (in care or not in care) determined by last HIV-related care date
 - b) Most recent HIV-related care date for clients
 - c) Most recent CD4 lab date and result for clients
 - d) Most recent viral load lab date and result for clients
- 2) Provider information
 - a) Name of most recent HIV-related medical care provider for clients
 - b) Name of most recent case management agency and date of last case management service for clients
- 3) Client locating information
 - a) Current address and phone number (street, zip code, city, state, county, address date, address type, phone number) for clients who currently reside in the Part A service area
 - b) Current state of residence for clients who are in care or currently do not reside in the Part A service area
- 4) Vital status
 - a) Vital status (alive or dead)

- b) Date of death
- c) Source of death information
- 5) Eligibility confirmation data
 - a) Ryan White Part B Program Client ID#
 - b) Most recent Ryan White Part B Program eligibility confirmation dates (if client is also enrolled in Part B)
 - c) AIDS Dug Assistance Program (ADAP) Enrollment Type (Uninsured/Insured)
 - d) Medicaid verification (if available)
 - e) Insurance Carrier
 - f) Insurance Plan Name

Certificate Of Completion

Envelope Id: AB3D40FA-EF5F-4503-B522-0A6FF1B739C3		Status: Sent
Subject: Contract DC186: Is routing for execution		
Source Envelope:		
Document Pages: 7	Signatures: 0	Envelope Originator:
Certificate Pages: 5	Initials: 0	Kimberly Rolfe
AutoNav: Enabled		4052 Bald Cypress Way
Envelopeld Stamping: Enabled		Tallahassee, FL 32399
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		kimberly.rolfe@flhealth.gov
		IP Address: 167.78.4.22

Record Tracking

Status: Original	Holder: Kimberly Rolfe	Location: DocuSign
10/24/2025 12:26:26 PM	kimberly.rolfe@flhealth.gov	

Signer Events

Signature	Timestamp
Dr. Casey Meser cmesser@pbcgov.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/28/2025 1:38:13 PM ID: 83175be5-492c-41f6-88e3-11e743430445	Sent: 10/24/2025 12:35:02 PM Resent: 10/28/2025 1:06:36 PM Viewed: 10/28/2025 1:38:13 PM
Dr. rer. nat. Gladys A. Liehr, CPM FCCM, PMP gladys.Liehr@flhealth.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/23/2025 6:45:25 PM ID: 787fd042-fbae-4b97-aed0-dd44b901c2d2	

In Person Signer Events

Signature	Timestamp
-----------	-----------

Editor Delivery Events

Status	Timestamp
--------	-----------

Agent Delivery Events

Status	Timestamp
--------	-----------

Intermediary Delivery Events

Status	Timestamp
--------	-----------

Certified Delivery Events

Status	Timestamp
--------	-----------

Carbon Copy Events

Status	Timestamp
Sylvia McDaniel Sylvia.McDaniel@flhealth.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/5/2025 12:02:04 PM ID: ba962791-191a-4951-8803-6a22fea026d2	Sent: 10/24/2025 12:35:01 PM Viewed: 10/24/2025 12:35:18 PM
Gil Barnes Gil.barnes@flhealth.gov Office Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	Sent: 10/24/2025 12:35:01 PM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/24/2025 12:35:02 PM
Envelope Updated	Security Checked	10/28/2025 1:06:35 PM
Envelope Updated	Security Checked	10/28/2025 1:06:35 PM
Envelope Updated	Security Checked	10/28/2025 1:06:35 PM
Envelope Updated	Security Checked	10/28/2025 1:06:35 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.