

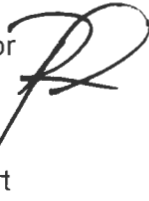


Interoffice Memorandum

AGENDA ITEM

June 9, 2022

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THRU: Raul Pino, MD., MPH, Director
Health Services Department 

FROM: Claudia Yabrudy, Manager
Fiscal and Operational Support
Contact: (407) 836-6583

SUBJECT: Data Sharing Agreement with the Florida Department of Health (FDOH)
Consent Agenda – June 21, 2022

The Orange County Health Services Department administers the Ryan White Part A Program, a federally-funded program of health and support services for persons with human immunodeficiency virus (HIV) living in Orange, Osceola, Seminole, and Lake Counties. In an effort to increase the number of clients linked to care in the area, we have been working with the Florida Department of Health (FDOH) on a data sharing agreement.

The agreement is necessary to be able to match and receive updated client level information for the purpose of providing linkage to care services for clients with HIV. For the purposes outlined in the agreement, client consent is required in order for information to be shared between the County and FDOH. This agreement will reduce duplication of administrative efforts of both entities, facilitate more effective service delivery and utilization of available resources, and increase coordination of services between the County and FDOH.

Health Services is requesting approval to enter into a Data Sharing Agreement with FDOH for three years effective upon approval of the parties, to match and share limited consented client-level information for the purpose of providing linkage to medical care and social support services for clients with HIV, at no cost to the County.

ACTION REQUESTED: Approval and execution of Data Sharing Agreement between the State of Florida, Department of Health and Orange County, Florida for three years effective upon approval of the parties and authorization for the Mayor or designee to sign any amendments to the agreement. **(Fiscal and Operational Support Division)**

Cc: John Goodrich, Deputy Director, Health Services Department

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:	Orange County
Contract Number:	DC094
Original Contract Amount:	\$0.00
Total Contract Amount (executed actions):	\$0.00
Original Contract Start Date:	5/06/22
Original Contract End Date:	12/31/2025
New Contract End Date:	

DESCRIPTION OF CONTRACTUAL SERVICES:

Data Use Agreement between Orange County and Florida Department of Health

CONTRACT ACTION:

AMENDMENT(Y/N):	N	AMENDMENT AMOUNT:	
CHANGE TO TERM(Y/N):	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

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: June 21, 2022

DATA SHARING AGREEMENT
between the State of Florida, Department of Health
and Orange County, Florida

This Data Sharing Agreement (the "Agreement") is entered into between Orange County, Florida, a political subdivision of the State of Florida (the "County"), and the State of 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 Ryan White Part A 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: A person that has received services through, or enrolled in, the County's Ryan White Part A program.
3. 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.
4. HIV: A virus that attacks the body's immune system that, left untreated, can lead to AIDS.
5. Linkage Module: A platform used by the Department to monitor linkage to care activities, metrics and outcomes.
6. Linkage to Care Activities: A program which seeks to increase the number of people diagnosed and living with HIV to HIV-related medical care and treatment. Linkage to Care Activities are performed by the County's Linkage Team including Ryan White case managers, medical providers, prevention providers, and patient care coordinators to link those with HIV to medical care and treatment.

C. Legal Authority: Sections 381.003, 381.004 and 384.29, Florida Statutes.

D. Term of Agreement: This Agreement begins upon the date last signed (the "Effective Date") and ends three years after the Effective 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 Ryan White active consent 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's 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. Sovereign Immunity: Nothing contained in any part of this Agreement shall constitute a waiver of either party's sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes. Neither party shall be liable to the other party under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence as set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the parties related to this Agreement and are not solely confined to tort liability.
- G. 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:	Orange County Health Services Department Attn: Manager 2002 East Michigan Street
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Orlando, Florida 32806

AND

Orange County Administration, Public Safety
Attn: Deputy County Administrator
Orange County Administration Building, 5th Floor
201 South Rosalind Avenue
Orlando, Florida 32801

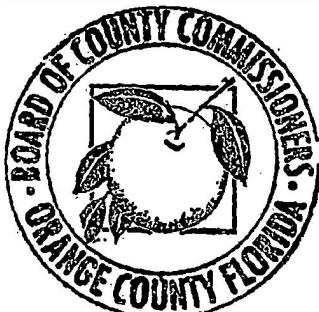
If to Department: The Florida Department of Health
4052 Bald Cypress Way, Bin A-09
Tallahassee, Florida 32399-1715
Attention: Daniel Grischy, MD, MPH
HIV Surveillance Program Manager
Email address: daniel.grischy@flhealth.gov

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. In the event of a dispute, venue will lie in a state court of competent jurisdiction in Leon County, Florida or Orange County, Florida.
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) and Confidentiality Laws: Each Party shall comply with the requirements set forth in Section 381.004 and 384.29, Florida Statutes, as amended, which governs the confidentiality of medical records related to a client's HIV status. Notwithstanding these obligations, where State laws do not prevail, the Parties further agree to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Any person or entity that performs or assists the Parties with a function or activity involving the use or disclosure of Personally Identifiable Information (PII) or Protected Health Information (PHI) shall comply with HIPAA where state law does not prevail. HIPAA mandates for privacy, security and electronic transfer standards include, but are not limited to:
 - (1) Use of information only for performance of this Agreement or as required by law;
 - (2) Use of appropriate safeguards to prevent non-permitted disclosures;
 - (3) Reporting to the Parties of any non-permitted use or disclosure;
 - (4) Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to the Parties and reasonable assurances that PII/PHI will be held confidential;
 - (5) Making PHI available to the client for review and amendment; and incorporating any amendments requested by the client in a timely manner;
 - (6) Making PHI available to the Parties, the United States Department of Health and Human Services, United States Comptroller General, or the United States Office of the Inspector General for an accounting of disclosures; and
 - (7) Making internal practices, books and records related to PHI available to each Party or their designee or agent, the United States Department of Health and Human Services, the United States Comptroller General, or the United States Office of the Inspector General for compliance audits.
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 Agreement to be executed by the following duly authorized officials:



ORANGE COUNTY, FLORIDA
By: The Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings, Orange County Mayor
Date: June 21, 2022

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of the County Commissioners

for By: *Phil Diamond*
Date: June 21, 2022

State of Florida, Department of Health

Signature: *Carina Blackmore* Date: 6/23/2022
Name, Title: Carina Blackmore, DVM, PhD, Dipl, ACVPM,
State Epidemiologist, Director, Division of Disease Control and Health Protection

EXHIBIT A

Section 1 - Data elements requested from Part A for all active consent 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 (not in care, lost to follow-up, in care)

Section 2 - Data elements returned to Part A for all active consent 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 not in care
 - c) Most recent CD4 lab date and result for clients not in care
 - d) Most recent viral load lab date and result for clients not in care
- 2) Provider information
 - a) Name of most recent HIV-related medical care provider for clients not in care
 - b) Name of most recent case management agency and date of last case management service for clients not in care
- 3) Client locating information
 - a) Current address and phone number (street, zip code, city, state, county, address date, address type, phone number) for clients not in care 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

Certificate Of Completion

Envelope Id: AA91B70E6ADD489DAE1E6A5E92F4C0E3B	Status: Sent
Subject: Contract DC094: Has been sent to the providers POC to obtain signature	
Source Envelope:	
Document Pages: 7	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	JoAnn Nelson
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	JoAnn.Nelson@flhealth.gov
	IP Address: 167.78.4.19

Record Tracking

Status: Original	Holder: JoAnn Nelson	Location: DocuSign
5/11/2022 10:41:33 AM	JoAnn.Nelson@flhealth.gov	

Signer Events

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

Signature

Timestamp

Carina Blackmore, DVM, PhD, Dipl ACVPM
 Carina.Blackmore@flhealth.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 5/11/2022 9:53:05 AM
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

JoAnn Nelson
 joann.nelson@flhealth.gov
 Carahsoft OBO Florida Department of Health
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sent: 5/11/2022 10:54:01 AM

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

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

COPIED

Sent: 5/11/2022 10:53:59 AM

Carbon Copy Events	Status	Timestamp
Gil Barnes Gil.Barnes@flhealth.gov Office Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/11/2022 10:54:00 AM
John Goodrich John.Goodrich@ocfl.net Zulay Millan - Assistant Manager - Procurement Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/11/2022 10:54:00 AM Viewed: 5/11/2022 10:54:26 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/11/2022 10:54:00 AM
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.