




Interoffice Memorandum

December 20, 2023

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

THRU: Raul Pino MD MPH, Director
Health Services Department 

FROM: Thomas Hall, Ph.D., LCSW, Manager
Drug Free Office
407-836-7319

SUBJECT: Data Sharing Agreement
Consent Agenda - January 23, 2024

To facilitate public safety, the Florida Department of Health, FDOH-Orange, and the Drug Free Office will enter into a Data Sharing Agreement to allow the exchange of data and specification of data access and utilization. FDOH-Orange will provide deidentified and aggregated data or data elements to the Drug Free Office for the purpose of examining Orange County substance use related data trends and the enactment of intervention strategies.

ACTION REQUESTED: Approval and execution of Data Sharing Agreement between State of Florida, Department of Health Orange County Health Department ("FDOH-Orange") and Orange County, Florida ("Provider). (**Drug Free Office**)

C: Danny Banks, Deputy County Administrator, County Administrator's Office
John Goodrich, Deputy Director, Health Services Department

DATA SHARING AGREEMENT

between
**State of Florida, Department of Health
Orange County Health Department
("FDOH-Orange")**
and
**Orange County, Florida
("Provider")**

I. ENTITIES RECEIVING AND PROVIDING DATA

ENTITY PROVIDING DATA: State of Florida, Department of Health, Orange County Health Department ("Department" or "FDOH-Orange")

AGREEMENT COORDINATOR:

TITLE: Michelle Persaud

OFFICE: Epidemiology

ADDRESS: 6101 Lake Ellenor Dr Orlando, FL 32809

PHONE NUMBER: 407-858-1432

EMAIL: michelle.persaud@flhealth.gov

ENTITY RECEIVING DATA: Orange County, Florida, a political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801 ("Provider")

AGREEMENT COORDINATOR: Dr. Thomas Hall

TITLE: Manager, Drug Free Office

OFFICE: Orange County Health Services Department

ADDRESS: 2002A East Michigan Street, Orlando, Florida 32806

PHONE NUMBER: (407) 836-7319

EMAIL: Thomas.Hall2@ocfl.net

II. PURPOSE, AUTHORITY AND TERM OF AGREEMENT

A. PURPOSE

To facilitate public safety, the Department and "Provider" are entering into this Data Sharing Agreement (Agreement) which will allow the exchange of data and specification of data access and utilization. FDOH-Orange will provide deidentified and aggregated data or data elements to the "Provider" for the purpose of examining Orange County substance use related data trends.

B. LEGAL AUTHORITY

The legal authority for the Department to enter into this Agreement concerning the distribution of data is section 20.43, Florida Statutes (F.S.), which charges the Department to "[i]dentify, diagnose, and conduct surveillance of diseases and health

conditions in the state and accumulate the health statistics necessary to establish trends," and "[c]ollect, manage, and analyze vital statistics and other health data to inform the public and formulate public health policy and planning," and section 381.0011(4), F.S., which makes it the duty of the Department to "[p]rovide for a thorough investigation and study of the incidence, causes, modes of propagation and transmission, and means of prevention, control, and cure of diseases, illnesses, and hazards to human health."

C. TERM OF AGREEMENT

This Agreement shall be effective on the last date of signature when signed by both parties and shall end at midnight, Eastern Time, one year after the last date signed, unless renewed by the parties pursuant to the "RENEWAL" section of this Agreement.

III. DESCRIPTION OF DATA AND DATA WORKPLAN

Only data which is currently available to the Department will be provided under this Agreement. The Department shall only disclose data that has been de-identified and aggregated.

IV. ACCESS TO DATA

A. METHOD OF ACCESS AND TRANSFER

Data will be obtained and/or accessed in the following manner: Data will be transferred via SFTP (Secure File Transfer Protocol).

B. PERSONS HAVING ACCESS TO DATA

All persons who will have access to data must maintain confidentiality of such data and complete any applicable training provided by the Department.

C. FREQUENCY OF DATA EXCHANGE

Data will be exchanged *Once*. If the data is to be exchanged by SFTP (Secure File Transfer Protocol), the data must be completely removed from the temporary transfer location within twenty-four (24) hours by "Provider" and moved to a secure storage area on "Provider's" network.

V. SECURITY OF DATA

All datasets pertaining to this Agreement regardless of content shall be encrypted in motion, at rest, and in storage and otherwise protected as specified in this section. All reasonable precautions shall be taken to physically and electronically secure the data from individuals who do not specifically have authorized access. Data shall be kept on a password-protected file server located in a secure environment. Data will be kept in a separate directory on server which is also password-protected and will be accessible only by "Provider" evaluators or staff members specifically authorized to access as provided in this Agreement.

VI. CONFIDENTIALITY

A. REGULATIONS COVERING CONFIDENTIALITY OF DATA

The use and disclosure of information obtained under this Agreement shall be subject to restrictions regarding further disclosure pursuant to sections 381.004, 384.29, 392.65 and 456.057, F.S., and comply with any other applicable state or federal laws.

FDOH-Orange and "Provider" shall maintain the confidentiality of any information which may, in any manner, identify individual subjects.

Confidentiality of all data must be ensured.

B. NON-DISCLOSURE OF DATA

"Provider" shall not disclose, in whole or in part, the data described in this Agreement, nor data, personal health information, nor personally identifying information to which "Provider" may have access pursuant to any other agreement with the Florida Department of Health or its county health department(s) for any other purpose, to any individual or agency not specifically authorized by this Agreement, unless otherwise required by law.

Data shall be provided on a timely basis. "Provider" principal investigator, Thomas Hall, or designee, will document uses and users of the data and will report this information routinely back to the Department ISM on an annual basis.

C. "Provider" will not disclose directly to, or use for the benefit of, any third-party confidential information, knowledge or data acquired by virtue of its relationship with the Department as named in this Agreement, or in other agreements between the parties, without the prior written approval of the Department. It is understood and agreed by said parties that the obligations of this paragraph shall survive the expiration of termination of this Agreement.

D. SECURITY EVENTS

"Provider" is also responsible for contacting or notifying the Department ISM to report possible security events or breaches involving Department data.

VII. USE AND DISCLOSURE OF CLIENT INFORMATION

Staff with access to confidential client information are responsible for understanding the rules of behavior with respect to any disclosure of the information. Outlined below are key factors "Provider" agrees to follow upon receipt of the data described herein:

A. CONFIDENTIALITY OF CLIENT DATA

1. Individually identifiable client data is confidential and is protected by various state and federal laws.
2. Confidential client information includes all personal information (e.g., name, birth date, social security number, diagnosis, treatment, etc.) which may, in any manner, identify the individual.

B. USE OF CLIENT DATA

1. Patient data may be used only for purposes directly described in this Agreement between the Department and "Provider." Patient information acquired by the "Provider," its staff and employees who have access to FDOH-Orange patient data or information by virtue of this or other Agreements between "Provider" and FDOH-Orange, shall use patient information or data only for the uses and purposes described in this Agreement.
2. Any personal use of patient information is strictly prohibited.
3. Access to data must be limited to those staff whose duties specifically require access to such data in the performance of their assigned duties. "Provider" must maintain records of who is able to access the data.

C. DISCLOSURE OF INFORMATION

1. Identified patient information may not be disclosed to other individuals or agencies except as provided herein or required by law.
2. Questions related to disclosure are to be directed to the FDOH-Orange.
3. Any disclosure of information contrary to this Agreement is unauthorized and is subject to penalties identified in law.

VIII. HIPAA

Where applicable, FDOH-Orange and "Provider" will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated there under (45 CFR Parts 160 and 164).

IX. PROPERTY RIGHTS

Original materials prepared by FDOH-Orange, including, without limitation: reports, proposals, analysis, writings, sound recordings, pictorial reproductions, or materials of any type whatsoever, are and shall remain the sole and exclusive property of the Department. "Provider" will assert no right, claim or interest of any nature whatsoever with respect thereto, including specifically but, without limitation, any claim to statutory copyright.

Data Use and Ownership

FDOH-Orange shall be cited as the source of the data in all tables, reports, presentations, and scientific papers, and "Provider" shall be cited as the source of interpretations, calculations, and/or manipulations of the data.

X. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirement of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

XI. RENEWAL

This Agreement may be renewed once for a period not to exceed three (3) years or for the term of the original agreement, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory contract monitoring as determined by the Department and shall be subject to the availability of funds if costs are applicable. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial agreement, including any amendments.

XII. TERMINATION

The Agreement may be mutually terminated by written agreement of the parties or unilaterally terminated by either party, without cause, provided the terminating party serves the other party's Agreement Coordinator, identified in Section I above, with written notice of an intent to terminate the Agreement in no less than thirty (30) days from the date such notice is sent. Either Party may terminate this Agreement for cause, without prior notice or warning, effective immediately upon written notice.

In the event either party fails to fully comply with the terms and conditions of this Agreement, the Department may terminate the Agreement upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing. Such written notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State of Florida or is not permitted by law or regulation.

Otherwise, notice of termination will be issued after "Provider's" failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. The Department's failure to demand performance of any provision of this Agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the Department's right to remedies at law or in equity.

XIII. RIGHT OF AUDIT

"Provider" shall work cooperatively with the Department as legally appropriate in responding to the Florida Auditor General as per section 11.45, F.S., during any financial audit, operational audit, or performance audit of either party. 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), F.S.

XIV. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be deemed to affect the rights or privileges, or be deemed a waiver or limitation of, either FDOH-Orange's or "Provider's" sovereign immunity protection and limitations of liability pursuant to section 768.28, F.S. Any indemnity or assumption of liability by FDOH-Orange or "Provider" hereunder shall be subject to their rights to sovereign immunity and any other limitations of liability provided to them pursuant to Florida law.

XV. DATA AGREEMENT MANAGEMENT

The Department ISM is responsible for ensuring that all possible security events and breaches reported are handles as per Department policy, state law, and Federal requirements:

FDOH-ORANGE ISM: Melvin Mantor
TITLE: Office Automation Analyst
OFFICE: Information Technology
ADDRESS: 6101 Lake Ellenor Drive, Orlando FL 32809
PHONE NUMBER: (407) 888-1237
EMAIL: Melvin.mantor@flhealth.gov

XVI. NOTICES

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

If to FDOH-Orange:

Name: Alvina Chu
Title: Director, Division of Infectious Diseases
Address: 6101 Lake Ellenor Dr Orlando, FL 32809
Phone Number: 407-723-4045
Email: Alvina.chu@flhealth.gov

If to "Provider":

Orange County Administrator
Orange County Administration Building
201 South Rosalind Avenue, 5th Floor Orlando, Florida 32801

AND

Orange County Drug-Free Office
Attention: Manager
2002A East Michigan Street,
Orlando, Florida 32806
(407) 836-7319
Thomas.Hall2@ocfl.net

XVII. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall comply with all applicable local, state, and federal laws, rules, and regulations. 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.

XVIII. 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 associate between the parties.

XIX. MODIFICATION

Neither this Agreement, nor any provision hereof, may be amended or otherwise modified, except by written agreement signed by both parties.

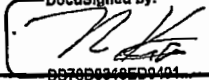
XX. DISPUTES

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 Orange County, Florida. In the event of a dispute, both parties are responsible for their own attorney's fees and costs.

XXI. ENTIRE AGREEMENT

This Agreement embodies the entire agreement and understanding between the parties, on the subject hereof.

State of Florida, Department of Health, Orange County Health Department

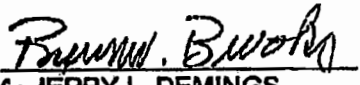
DocuSigned by:

Signature 0070B0340ED0401 Date 2/8/2024

Robert Karch, M.D., M.P.H., F.A.A.P.
Name

Health Officer
Title

Orange County, Florida

BY: BOARD OF COUNTY COMMISSIONERS

BY: 
for JERRY L. DEMINGS
ORANGE COUNTY MAYOR



ATTEST: PHIL DIAMOND, CPA, COUNTY COMPTROLLER AS CLERK OF THE BOARD OF COUNTY COMMISSIONERS

BY: 
DEPUTY CLERK