

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:	Broward County
Contract Number:	DC117
Original Contract Amount:	\$0.00
Total Contract Amount (executed actions):	\$0.00
Original Contract Start Date:	11/9/22
Original Contract End Date:	12/31/2025
New Contract End Date:	

DESCRIPTION OF CONTRACTUAL SERVICES:

Data Use Agreement between Broward County and Florida Department of Health

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:

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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 Broward County

This Data Sharing Agreement (the "Agreement") is made as of 9th day of November, 2022 or the date last signed by the Parties, whichever is later (the "Effective Date"), by and between Broward County, a political subdivision of the State of Florida (the "County"), and the Florida Department of Health (the "Department"), jointly referred to as the "Parties."

- A. Scope of the Agreement: The Department will match Client Care Data received from the County each quarter, to assist the County with Linkage to Care Activities for the purpose of tracking patient linkage to care.
- 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 Care Data**: Client information including demographics, contact information, personal identification information, date of last contact and/or care event, and out-of-care status.
 3. **County Data**: Data elements identified in Exhibit A, which is attached, that are provided to the Department under this Agreement.
 4. **Department Data**: Data elements identified in Exhibit A, which is attached, that are provided to the County under this Agreement.
 5. **HIV**: A virus that attacks the body's immune system that left untreated can lead to the AIDS.
 6. **Linkage Module**: A platform used by the Department to monitor linkage to care activities, metrics, and outcomes.
 7. **Linkage to Care Activities**: A program that seeks to increase the number of people diagnosed and living with HIV who are linked to 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 who link those persons 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 Effective Date and ends three years after said date ("Term"), unless modified, extended, or terminated 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 County Data, through an encrypted transmission, for County's Active Consent clients as needed.
- b. Enter Client Care Data in the Linkage Module as needed.
- c. Restrict Department Data, received from the Department pursuant to this Agreement, to County personnel (including agents, employees, or independent contractors) who are allowed access to such data in the performance of their responsibilities throughout the Agreement Term.
- d. Have and maintain a list of County personnel granted access privileges to Department Data 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. Ensure any Department Data provided to the County is used only in the performance of official duties.
- f. Store the Department Data in a place physically secure from access by unauthorized persons. Establish appropriate administrative, technical, and physical safeguards to protect confidentiality of said data and prevent unauthorized use or access.
- g. Notify the Department in writing within 24 hours of any security breach related to the Department Data.

2. Department's Responsibilities:

- a. Match the County Data each quarter and provide the County with the Department Data, through an encrypted transmission, for all Active Consent Clients.
- b. Notify the County in writing within 24 hours of any security breach related to the County data.

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:

Broward County
Community Partnership Division
Health Care Services Section
115 S. Andrews Ave, Suite A300
Fort Lauderdale, FL 33301
Email address: jeroy@broward.org

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

2. Attorney's Fees: Except as provided herein and as otherwise provided by law, each party will be responsible for their own attorney's fees incurred in connection with disputes arising between the Parties under the terms of this agreement.
3. Disputes: Florida law governs all matters arising out of or related to this Agreement.
4. Termination of the Agreement for Cause: This Agreement may be terminated by either party for cause upon 30 days' written notice to the other party.
5. Termination at Will: This Agreement may be terminated by either party upon no less than 30 days' notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both Parties.
6. Sovereign Immunity: Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.
7. 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.
8. 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.
9. 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.
10. 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.
11. Modification: Neither this Agreement, nor any provision hereof, may be amended or otherwise modified, except by a written instrument signed by all Parties hereto.

12. 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.
13. 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).
14. Third-Party Beneficiaries: Neither Department nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
15. 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 5 page Agreement to be executed by the following duly authorized officials:

County: Broward County

Signature: 

Printed Name: Monica Cepero

Email address: _____

Date: 10/26/22

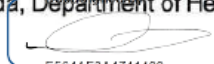
Approved as to form by the Office of the County Attorney:

By: 

Digitally signed by René D. Harrod
Reason: Approved as to form
Date: 2022.10.17 11:38:50 -0400

René D. Harrod, Chief Deputy
County Attorney

State of Florida, Department of Health

Signature: 

Title: Division Director, Division of Disease Control and Health Protection

Date: 11/24/2022



EXHIBIT A

Section 1 – County Data

Data Elements provided by County to Department for all Active Consent Clients (“County Data”):

- 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 (e.g., not in care, lost to follow-up, in care)

Section 2 – Department Data

Data Elements provided by Department to County for all Active Consent Clients (“Department Data”):

- 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