

17**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS***Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting***11/21/2023****BCC MEETING DATE****TO: Joy Andrews, County Administrator****DATE: November 7, 2023****FROM: Shawna Novak, Director, Health and Human Services****PHONE: 904 209-6089****SUBJECT OR TITLE: Data Sharing Agreement between Florida Department of Children and Families and St. Johns County for Our Florida Emergency Rental Program data for residents of St. Johns County for the purpose of ensuring no duplication of benefits.****AGENDA TYPE: Consent Agenda, Contract, Resolution****BACKGROUND INFORMATION:**

Allocations of Emergency Rental Assistance Program (ERAP) funding were received by the Florida Department of Children and Families (DCF), as well as St. Johns County. DCF administered a program for the distribution of such funds under the State Program (Our Florida) in 2021 and 2022. St. Johns County is currently administering a similar program for the distribution of funds under the County Program (St. Johns County Emergency Rental Assistance). The purpose of this agreement is to establish the terms and conditions by which DCF and St. Johns County agree to exchange limited data regarding individuals who have applied for and, if applicable, received ERAP funding from the County under the County Program and/or from DCF under the State Program, to facilitate the avoidance of duplicating benefits.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No **IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:****INDICATE FUNDING SOURCE:****SUGGESTED MOTION/RECOMMENDATION/ACTION:**

Motion to adopt Resolution 2023-_____, approving and authorizing the County Administrator, or designee, to execute the Data Sharing Agreement between the Florida Department of Children and Families and the County for the purpose of coordinating and exchanging information to avoid the duplication of benefits under the State Program and County Program, in substantially the same form as attached hereto.

For Administration Use Only:**Legal: Kealey West 11/7/2023****OMB: JN 11/8/2023****Admin: Sarah Taylor 11/8/2023**

RESOLUTION 2023 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, AND REQUIREMENTS OF A DATA SHARING AGREEMENT BETWEEN FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES AND ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY

RECITALS

WHEREAS, OUR Florida is Florida’s state-wide federally funded emergency rental assistance program (ERAP) administered by Florida Department of Children and Families (“DCF”) to support residents and businesses as they continue to recover and rebuild from the COVID-19 public health emergency (“State Program”); and,

WHEREAS, St. Johns County (“County”) receives a direct allocation of ERAP funding from the United States Department of the Treasury for use within the County, and the County is administering a program for the distribution of such funds (“County Program”); and

WHEREAS, it is important that DCF and County closely coordinate and exchange information to enable each to audit information received in furtherance of the State Program and the County Program so that DCF and County can avoid the duplication of benefits under the State Program and the County Program; and

WHEREAS, DCF and County desire and agree to coordinate and exchange such information pursuant to the terms of the Data Sharing Agreement attached hereto; and

WHEREAS, the County has determined that accepting the terms of, and entering into the agreement will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as legislative findings of fact.

Section 2. There is hereby approved, and the Count Administrator or designee, is authorized to execute and deliver, on behalf of the County, the Data Sharing Agreement between Florida Department of Children and Families and St. Johns County, Florida, in substantially the same form as attached hereto.

Section 3. To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this Resolution, this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County Florida this _____ day of November, 2023.

**BOARD OF COUNTY OF COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: _____
Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court and Comptroller

By: _____
Deputy Clerk

**DATA SHARING AGREEMENT BETWEEN
FLORIDA DEPARTMENT OF CHILDREN AND
FAMILIES
AND
ST. JOHNS COUNTY, FLORIDA**

WHEREAS, OUR Florida is Florida's state-wide federally funded emergency rental assistance program supporting residents and businesses as they continue to recover and rebuild from the COVID-19 public health emergency ("State Program"); and

WHEREAS, the County has also received a direction allocation of ERAP funding from the United States Department of the Treasury for use within the County, and the County is administering a program for the distribution of such funds ("County Program"); and,

WHEREAS, it is important that the Parties closely coordinate and exchange information to enable the Parties to audit information received in furtherance of the State Program and the County Program so that the Parties can avoid the duplication of benefits under the State Program and the County Program, and the Parties desire and agree to coordinate and exchange such information pursuant to this terms of this Agreement for such purposes.

NOW THEREFORE, the Parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to establish the terms and conditions by which the Parties agree to exchange certain limited data regarding individuals who have applied for and, if applicable, received ERAP funding from the County under the County Program and/or from DCF under the State Program, to facilitate the avoidance of duplicating benefits.

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II. DEFINITIONS

A. Agreement Coordinators - The individuals appointed by the Parties as points of contact regarding with the activities identified in this Agreement.

B. Data Breach - The unauthorized access of data exchanged pursuant to this Agreement that contains Personally Identifiable Information.

C. County Data – Data elements transmitted by the County to DCF for the purposes enumerated in this Agreement.

D. Personally Identifiable Information or PII - Information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.

E. State Data- Data transmitted by DCF to the County for the purposes enumerated in this Agreement.

III. SECURITY PROTOCOLS

- A. The Parties shall ensure all data transmission is through SFTP or other secure electronic methods using electronic encryption and in a file format and layout that is mutually agreed upon by the Parties.
- B. The Parties agree to maintain the confidentiality of PII using appropriate security measures.
- C. The Parties shall cooperate to address any data collection problems, or missing data, in order to meet the requirements of this Agreement.
- D. The parties shall not use or further disclose the data specified in this Agreement except as expressly permitted by this Agreement or as required by federal and State law.

IV. DATA BREACH, REMEDIES

- A. Immediately upon discovery of a confirmed or suspected Data Breach, DCF or the County, as applicable, shall report both orally and in writing to the other party to this Agreement. In no event shall the report be made more than two (2) business days after DCF or the County, as applicable, knows or reasonably suspects a Data Breach has or may have occurred. In the event of a suspected Data Breach, DCF or the County, as applicable, shall keep the other party to this Agreement informed regularly of the progress of its investigation until the uncertainty is resolved.
- B. Such confirmed or suspected Data Breach report shall identify:
 - 1. The nature of the unauthorized access, use, or disclosure;
 - 2. The PII accessed, used, or disclosed;
 - 3. The person(s) who accessed, used, and disclosed and/or received PII (if known);
 - 4. What DCF or the County, as applicable, has done or will do to mitigate any deleterious effect of the unauthorized access, use, or disclosure; and,
 - 5. What action DCF or the County, as applicable, has taken or will take to prevent future unauthorized access, use, or disclosure.
- C. In the event of a Data Breach, DCF or the County, as applicable, will:
 - 1. Immediately preserve any potential forensic evidence relating to the Data Breach;

2. Promptly (within 2 business days) designate a contact person to whom the other party will direct inquiries, and who will communicate DCF's or the County's, as applicable, responses to the other party's inquiries;
3. As rapidly as circumstances permit, apply appropriate resources to remedy the Data Breach condition, investigate, document, and undertake appropriate response activities;
4. Coordinate all media, law enforcement, or other Data Breach notifications with the other party in advance of such notification(s), unless expressly prohibited by law;
5. Make all reasonable efforts to assist and cooperate with the other party in its Data Breach response efforts; and,
6. Ensure that knowledgeable staff are available on short notice, if needed, to participate in the other party's meetings and/or conference calls regarding the Data Breach.

D. Any Data Breach may be grounds for immediate termination of this Agreement.

V. PERMISSIBLE USE OF DATA

A. The use of the State Data by the County shall be for the limited purposes set forth in this Agreement; any use of the State Data by the County for any other purpose shall constitute both a Data Breach and material breach of this Agreement. The County will only make the State Data available to any third party in furtherance of the administration of the County Program, consistent with its obligations under Section XII. The County will also inform any third-party users that the State Data is being provided for the purposes described in this Agreement.

B. The use of the County Data by DCF shall be for the limited purposes set forth in this Agreement; any use of the County Data by DCF for any other purpose shall constitute a Data Breach and a material breach of this Agreement. DCF will only make the County Data available to any third party in furtherance of the administration of the State Program, consistent with its obligations under this Agreement. DCF will also inform any third-party users that the County Data is being provided only for the purposes described in this Agreement.

C. The Parties agree to use the data exchanged pursuant to this Agreement in compliance with all applicable laws, regulations, and policies.

VI. OWNERSHIP OF DATA

The Parties agree to the following regarding the data exchanged and used pursuant to this Agreement:

A. The County Data is the property of the County and is made available to DCF, as the contractor for DCF, to further the purposes of this Agreement.

B. The State Data is the property of DCF and is available to DCF and the County to further the purposes of this Agreement.

VII. COSTS

This is a non-monetary agreement. The Parties shall bear their respective costs for the data exchange and performance under this Agreement.

VIII. EFFECTIVE DATE, TERM, AND DESIGNATION OF AGREEMENT COORDINATORS

A. This Agreement replaces and incorporates all prior negotiations, interpretations, and understandings between the Parties.

B. The Agreement may be mutually terminated by written agreement of the parties or unilaterally by either of the Parties, without cause, provided the terminating party serves the other party's Agreement Coordinator 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 of the Parties may terminate this Agreement for cause, based upon a material breach of this Agreement, without prior notice or warning and effective immediately upon the transmittal of written notice.

C. The Agreement Coordinators for this Agreement are:

Adria Stanley
Hope Florida Data Specialist
Florida Department of Children and Families
Office of Community Services
1301 North 9th Avenue
Pensacola, FL 32503
Office: 850-483-6741
Cell: 850-436-3630
adria.stanley@myflfamilies.com

Shawna Novak
St. Johns County Health and Human Services
200 San Sebastian View
Suite 2300
St. Augustine, FL 32084
snovak@sjcfl.us

IX. AMENDMENTS AND CHANGES

A. With the exception of changes to Agreement Coordinator designations any changes, alterations, deletions, or additions to the terms set forth in this Agreement must be by written amendment executed by the Parties.

B. The Parties agree to follow and be bound by the terms and conditions of any policy decisions or directives from the federal and state agencies with jurisdiction over the ERAP funding or use of the County Data and the State Data.

X. AUDITS, RECORDS, AND RECORDS RETENTION

The Parties agree that the County Data and the State Data are subject to disclosure pursuant to a public records request under Chapter 119 of the Florida Statutes, except to the extent such records, or portions thereof, are confidential or exempt from disclosure pursuant to federal or state law or court order. Such disclosure shall not constitute a Data Breach.

The Parties further agree:

A. To retain all County Data and State Data, supporting documents, statistical records, and any other records (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.

B. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County, DCF or DCF, respectively. The Parties shall ensure that their systems are maintained in a manner sufficient to permit an audit of compliance with this Agreement and any requirements of applicable law. Failure to allow such audits constitutes a material breach of this Agreement.

C. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

XI. DISCLAIMER OF WARRANTIES

The Parties agree that the County and DCF shall ensure the County Data and the State Data that is exchanged is accurate and current to the best of their respective ability and knowledge. However, neither of the Parties shall be liable to the other for any inaccuracy in the data provided. THE PARTIES GIVE NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, FOR THE DATA, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

XII. LIABILITY

It is understood that neither of the Parties to this Agreement is the agent of the other, and neither of the Parties is liable for the wrongful acts or negligence of the other. Each of the Parties shall be responsible for its negligent acts or omissions and those of its officers, employees, or agents, whosoever caused, to the extent permitted by law. Neither of the Parties shall be liable to the other for any special, indirect, incidental, or consequential damages arising out of, or in connection with this Agreement, regardless of the theory or cause of action.

XIII. JURISDICTION AND DISPUTES

This Agreement shall be governed by and interpreted under the laws of the state of Florida, without reference to its conflicts of laws principles, and the jurisdiction/venue of any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise, in connection with, or by reason of this Agreement shall be in either Leon County or St. Johns County, Florida.

XIV. SEVERABILITY AND ENFORCEABILITY

The provisions of this Agreement are deemed to be severable, and the invalidity, illegality, or unenforceability of one or more of such provisions shall not affect the validity, legality, or enforceability of the remaining provisions.

SIGNATURES ON FOLLOWING PAGE

ST. JOHNS COUNTY, FLORIDA

Signature

Name/Title

Date

DEPARTMENT OF CHILDREN AND FAMILIES

Office of Community Services

Chief Information Officer

Signature

Signature

Name/Title

Name/Title

Date

Date