

Board of County Commissioners Agenda Request

Date of Meeting: November 6, 2018

Date Submitted: October 30, 2018

To: Honorable Chairperson and Members of the Board

From: Dee Jackson, Interim County Administrator

Subject: Approval of Memorandum of Agreement Between the Gadsden County Health Department Facility and the Social Security Administration

Statement of Issue:

This agenda item is presented to the Board for approval of the Memorandum of Agreement between the Gadsden County Health Department Facility and the Social Security Administration regarding the parties' participation in SSA's Video Service Delivery (VSD) project.

Background:

The goal of the VSD project is to reach out to members of the public who wish to conduct business with SSA, in remote locations, through real-time video conferencing in order to provide them with better information and access to SSA services.

Analysis:

N/A

Fiscal Impact:

The parties shall bear their own costs related to their responsibilities under this agreement.

Options:

1. Approve the Memorandum of Agreement and authorize the Chairperson to sign.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1

Attachments:

Memorandum of Agreement

MEMORANDUM OF AGREEMENT
between
The Gadsden County Health Department Facility
and
The Social Security Administration

I. Purpose

This agreement, entered into by and between the Gadsden County Board of County Commissioners for the Gadsden County Health Department, whose address is 278 Lasalle Lefall Drive, Quincy, FL 32351 (Facility) and the Social Security Administration (SSA), Atlanta Regional Office located at, 61 Forsyth Street SW, Suite 23T64, Atlanta, GA 30303, (together, "the parties"), sets forth the terms and conditions regarding the parties' participation in SSA's Video Service Delivery (VSD) project. The goal of the VSD project is to reach out to members of the public who wish to conduct business with SSA, in remote locations, through real-time video conferencing in order to provide them with better information and access to SSA services. This project will test the impact of SSA's VSD initiative on its' internal network and operations, and on the clients of the Gadsden County Health Department facility.

II. Authority

The authority for SSA to provide services under this agreement is sections 205(a), 701(b), and 702(a)(4) - (7) of the Social Security Act [42 U.S.C. §§ 405(a), 901(b), and 902(a)(4) - (7)].

III. Responsibilities of the Parties:

A. The Gadsden County Health Department facility will: **(Select # 1 or # 2; then initial as appropriate).**

1. Permit SSA, at SSA's expense, to install a transport medium at the _____ facility.
[Facility Rep. Initials] _____ [SSA Rep. Initials]
2. Permit SSA to use the facility's Internet Protocol (IP) Medium to install video equipment. SSA will not use the facility's IP connection unless both parties agree upon it. Otherwise, SSA will install a separate internet transport medium at the facility
_____ [Facility Rep. Initials] _____ [SSA Rep. Initials]
3. Provide secure space for video teleconferencing equipment in the Gadsden County Health Department facility.
4. Provide limited assistance to the members of the public wishing to use the SSA equipment.
5. Ensure that Facility employees understand that they will not have access to SSA data or systems.

6. Ensure that Facility employees will gather any personal belongings or records left at the Facility by individuals and mail the belongings or records to the SSA Field Office at 2002 Old St. Augustine Road, Suite B12, Tallahassee, FL 32301.
7. Ensure that Facility employees who gather the belongings or records will not use or disclose to any other party information contained in an individual's records or belongings.
8. Ensure that Facility employees will take reasonable steps to protect the SSA provided Video and network Equipment from damage, misuse, or theft.
9. Provide feedback to SSA on the use and effectiveness of the VSD project.
10. Assume liability for damage to the SSA equipment resulting from the intentional and malicious acts of Facility employees, as permitted by law. Facility will not be liable for accidental damage to the equipment.

B. SSA will:

1. Assume responsibility for the installation, maintenance, and upgrade of any SSA provided transport medium and video teleconferencing equipment at the Facility for purposes of the VSD project.
2. Require its contractor to be sufficiently bonded and insured. Documentation of this bonding and insurance will be provided to the Facility prior to installation of the transport medium.
3. Provide information on the use of the equipment to its customers.
4. Provide feedback to the Gadsden County Health Department facility on the use and effectiveness of the VSD project.
5. At the conclusion of the project, discontinue service to the transport medium but allow the wiring for the line to remain in place, and remove video teleconferencing equipment.

IV. Duration, Modification, Termination

This agreement will be effective upon approval and signature of the parties, beginning on the date that the last party signs, and will remain in effect for a period of five years. Modifications to this agreement must be in writing and agreed to by the parties. This agreement may be terminated by either party upon sixty (60) days advance written notice, which shall be delivered to the other party by hand or by certified mail.

V. Financial Arrangements

The parties shall bear their own costs related to their responsibilities under this agreement. The Facility has no expectation of any payment by SSA for services, rent or cost related to the

use of any IP medium provided by the facility and SSA shall not reimburse the Facility for any such costs related to this agreement. SSA shall bear its expense related to the installation, maintenance, operation, and upgrade of any SSA-provided transport medium and video teleconferencing equipment.

SSA will be responsible for any financial loss or other loss incurred as a result of SSA's negligence or the negligence of its employees operating within the scope of their employment pursuant to the Federal Torts Claims Act (FTCA), 28 U.S.C. §§ 1346, 2671, *et seq.*, as well as SSA's corresponding regulations found at 20 C.F.R. Part 429. Likewise, the Facility will be responsible for any financial loss or other loss incurred as a result of the Facility's negligence or the negligence of its employees.

VI. Points of Contacts

The Facility:

Name: Dee Jackson
Title: Interim County Administrator, Gadsden County
Address: 9-B East Jefferson Street, Quincy, FL 32351
Phone: (850) 875-8651
Name: Roosevelt Morris
Title: Interim Building Official, Gadsden County
Address: 9-B East Jefferson Street, Quincy, FL 32351
Phone: (850) 510-7839

SSA:

Name: Belinda Tarver
Title: District Manager, Tallahassee Field Office
Address: 2002 Old St. Augustine Road, Suite B12, Tallahassee, FL 32301
Phone: 866-248-2526

VII. Privacy

Both parties will respect the privacy of the Facility's patrons and members of the public contacting SSA via the VSD project, and will work closely to ensure that all Facility and SSA personnel will accord personally identifiable information the highest level of protection from unauthorized disclosure. Personally identifiable information is any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. To safeguard the public's privacy, no personally identifiable information relating to the Facility's patrons or SSA claimants will be exchanged between SSA and the Facility.

VIII. Dispute Resolution

The parties pledge to work collaboratively to resolve disputes arising from activities performed under this Agreement. Disputes will be resolved promptly and at the lowest level of authority. If the Designated Contact Points for the parties cannot resolve a dispute, the Head of the Facility and the Designated SSA Official will make every effort to resolve any disputes resulting from this Agreement.

IX. Integration Clause

This agreement constitutes the entire arrangement of the parties with respect to its subject matter. There have been no representations, warranties or promises made outside of this agreement. This agreement shall take precedence over any other documents that may be in conflict with it.

X. Signatures

The signatories below warrant that they have the competent authority on behalf of their respective entity entities to enter into the obligations set forth in this agreement and that their signatures bind the parties.

For Facility: Brenda Holt, Chairperson, Gadsden County Board of County of Commissioners

Signature: _____ **Date:** _____

For SSA : Rose Mary Buehler, Regional Commissioner, SSA Atlanta

Signature: _____ **Date:** _____