

DATA SHARING AGREEMENT (DSA)

**BETWEEN
City of Ocala
AND**

PROMISE NETWORK INC. *Attached Hereto

This Agreement is made and entered into in Ocala, Marion, State of Florida, between City of Ocala, hereinafter known as (“Utility”), having its principal office at 110 SE Watula Ave., Ocala, FL 34471-2180; and Promise Network Inc., hereinafter known as “Promise”, having its principal office at 490 Chadbourne Road, Suite A135, Fairfield, CA 94534. Utility and Promise may be referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, Promise, as a subcontractor of Indelible, has entered into an agreement (Contract ID: C4106) with the Florida Department of Commerce (“Commerce”) to support execution of the Low Income Home Energy Assistance Program (LIHEAP); and

WHEREAS, Promise requires Applicant Data from Utility in order to meet its contractual obligations with Commerce to assist with distribution of LIHEAP funds as well as the implementation of Promise’s Case Management Solution under Contract ID: C4106; and

WHEREAS, the personally identifiable information (PII) of Utility customers is sensitive in nature and should be treated with the utmost care for privacy and security; and

WHEREAS, Promise will not disclose any private or proprietary customer information obtained from the Utility for purposes outside of its contractual obligations, including but not limited to assisting FLCommerce in ensuring the successful distribution of LIHEAP funds. Promise will ensure protections for the confidentiality of the information; and

WHEREAS, data security, integrity, and privacy are of utmost importance to Promise, the organization having obtained SOC 1 and SOC 2 accreditations by an accredited auditor attesting that Promise securely manages personal and financial data, and whereas Promise follows industry best practices for security using strong technical controls including Multi-Factor Authentication (MFA), to ensure the security of all data, including PII; and

WHEREAS, the Parties agree to work together in good faith to carry out the terms, conditions and purpose of this Agreement, and will do so in a timely manner.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

I. PURPOSE

The Parties are entering into this Agreement to specify the terms under which Utility customer Account Data will be exchanged between the Parties. The Parties agree that the purpose of exchanging this Account Data is solely to facilitate participation in the LIHEAP program.

II. DEFINITIONS

- A. Customer – A person who directly or through their authorized representative (or where incompetent or incapacitated through someone acting responsibly for them), receives electric power for their residence through Utility.
- B. Account Data – The account number, customer name, service address, mailing address, contact information, past due balance, and fact of past participation in other low-income benefit programs related to a single energy account at Utility, which can be used to establish eligibility for the LIHEAP and similar credit programs, currently held as part of a customer record.
- C. Confidential Information – Any data exchanged between the parties which includes non-public account data, personally identifiable information, or any other non-public related information.

III. RESPONSIBILITIES

A. Utility Responsibilities

- 1. Provide Account Data to Promise, for all its customers in Florida State. Account Data shall be provided by secure electronic means and in the format as specified by Promise, no less than once per month for the duration of this agreement.
- 2. The Utility shall only use the data information received from Promise under this Agreement to carry out their duties and responsibilities in accordance with this Agreement.
- 3. Work with Promise to ensure the privacy and security of all Account Data, including all PII, in compliance with federal and state law.
- 4. Restrict access to any data received from Promise to Utility employees who have a recognized and verifiable need to access the data in the performance of their official duties under the purpose of this Agreement.
- 5. Provide Promise with detailed confirmation of customer account fund application within ten (10) business days of receipt of funds. For any funds not fully applied to the customer account, provide Promise with the account information, amount not applied and the reason for the non-application so that Promise can send an invoice for the return of those funds.
- 6. Refund any unapplied funds to Promise within thirty (30) business days of receipt of an invoice from Promise specifying the funds to be returned and which accounts they were for. Payment may be made by check, ACH, or wire.
- 7. Securely delete all data shared from Promise at completion of this Agreement, except as required by law or for the purposes of supporting Commerce, Utility or Promise in responding to auditors of the LIHEAP program.

B. Promise Responsibilities

- 1. Provide instructions and access for secure transmittal of all Account Data.

2. Store all Account Data provided in a secure manner, utilizing industry standard techniques such as multi-factor authentication and encryption of data in transit and at rest.
3. Restrict access to Account Data to only Promise employees who have a need to access it for the performance of their official duties, as determined by Promise.
4. Securely delete all Account Data at completion of this Agreement, except as required by law or for the purposes of supporting Commerce and Utility in responding to auditors of the LIHEAP program.
5. Not sell the Account Data under any circumstances. Not reshare the Account Data, or use the data for any purpose other than to support the execution of LIHEAP, except as explicitly authorized by individual Customers regarding the Account Data related to their accounts.
6. Comply with all applicable federal and State of Florida laws to ensure the protection of all data, including PII.

IV. TERM OF AGREEMENT

This Agreement shall take effect on the date of the last signature below and shall remain in effect until September 15, 2027, or until terminated, extended or renewed. Either Party may terminate this Agreement at any time with written notice to the other Party.

V. AMENDMENTS AND CHANGES

This Agreement incorporates all prior negotiations, interpretations, agreements, and understandings that may have been entered into between the Parties and is the full and complete expression of their agreement concerning either exchange or provision of information to support the LIHEAP program. Any change, alteration, deletion, or addition to the terms set forth in this Agreement must be made by written amendment executed by the Parties' authorized signatories.

VI. ASSURANCES

- A. The Parties understand and acknowledge that neither Party shall be responsible for or liable for any errors contained in the data exchanged and neither Party warrants the accuracy of the information provided.
- B. The Parties agree to make reasonable efforts to cooperate to resolve any forthcoming Agreement issues and technical matters related to this Agreement.

VII. CONFIDENTIALITY OF INFORMATION

- A. The Parties shall not use Confidential Information exchanged under this Agreement for any purpose not specifically authorized by this Agreement. The Parties agree that confidential information will be used only to the extent necessary to assist in its valid administrative needs and shall be disclosed only for those purposes defined in this Agreement to those persons who have a valid need for access to this information.

- B. The Parties shall instruct all personnel with access to the confidential information regarding the confidential nature of the information, the requirements of this Agreement, and the sanctions specified in Florida law, as well as 20 CFR Part 603, against unauthorized disclosure of information covered by this Agreement. By signing this Agreement, The Parties acknowledge that all personnel having access to the information disclosed under this Agreement have been instructed in accordance with this provision.
- C. The Parties shall ensure: 1) that confidential information received under this Agreement is not stored on any portable storage media or peripheral devices (e.g., laptops, thumb drives, hard drives, etc.) unless the devices are encrypted; 2) that security policies and protocols which require active authentication and password credentialing are in place; and 3) that the amount of data stored on such devices is restricted and the length of time data is stored on such devices is limited to the minimum amount of time necessary to carry out the official duties and responsibilities.
- D. The Parties shall promptly notify the Party owning the data of any breach of security related to confidential information in the possession of its employees, agents, contractors, or subcontractors, no later than ten (10) calendar days after determination of the breach of security or reason to believe the breach occurred. The Parties agree to work with the Party owning the information for full compliance with section 501.171, F.S., as applicable. In the event of a breach of security concerning confidential information in the possession of either Party or their employees, agents, and subcontractors, the Party owning the information has the right under this Agreement to determine if section 501.171, F.S., applies. The Party owning the information will determine if notifications are necessary, and if so, the procedure for making those notifications. The Parties agree to provide breach notifications when determined necessary by the owning Party. Neither Party shall provide breach notices without prior written approval of the Party owning the data, whose approval shall not be unreasonably withheld. The Party causing the breach is responsible for all costs incurred in sending breach notifications as a result of any breach caused by that Party or its employees or agents and will require subcontractors to be responsible for any costs incurred in sending breach notifications due to any breach caused by such subcontractors. Neither Party shall not be responsible for any costs incurred in sending breach notifications due to any breach caused by the other Party or their employees, agents or subcontractors.

VIII. LIABILITY AND INDEMNIFICATION

Each Party is responsible only for its own intentional acts, negligence, or omissions, or those of its employees, agents, officers, heirs, and assignees, including inappropriate release or use of the confidential Customer information exchanged under this Agreement. Nothing in this Section shall be construed as an indemnity or a waiver of immunity enjoyed by any Party to this Agreement.

XIII. CONTACTS

- A. Utility designates Janice Mitchell as its liaison for all issues relating to this Agreement, whose title is Assistant City Manager/CFO, and who may be contacted by telephone at (352) 629-8861 or by e-mail at jmitchell@ocalafl.gov and whose address is 110 SE Watula Ave., Ocala, FL 34471-2180.

- B. PROMISE designates Diana Frappier as its liaison for all issues relating to this Agreement, whose title is Chief Legal Officer, and who may be contacted by telephone at (415) 305-4560 or by e-mail at diana@joinpromise.com and whose address is 490 Chadbourne Road, Suite A135, Fairfield, CA 94534.

IN WITNESS HEREOF, the Parties agree to the terms and conditions as set forth in this Agreement, and upon placing their signatures to this Agreement have hereby caused this document to be executed.

PROMISE NETWORK INC.

City of Ocala

By:  Signed by:
DC7754A63134478...
Signature

By:  Signed by:
55198B43958A4E1...
Signature

Printed Name: Diana Frappier

Printed Name: Janice Mitchell

Title: Chief Legal Officer

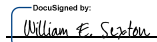
Title: CFO

4/24/2025

Date: _____

Date: 4/25/2025

Approved as to form and Legality:

 DocuSigned by:
William E. Sexton, City Attorney

***CITY CONTRACT PROVISIONS**

PUBLIC RECORDS. Promise shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Promise shall:

- A. Keep and maintain any public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency, if applicable, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Promise does not transfer the records to the public agency.
- D. Upon completion of the contract, and at the written request of the public agency, transfer, at no cost, to the public agency any public records in possession of Promise or keep and maintain any public records required by the public agency to perform the service. If Promise transfers all public records, if any, to the public agency upon completion of the contract, Promise shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Promise keeps and maintains any public records upon completion of the contract, Promise shall meet all applicable requirements for retaining public records. Any applicable records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is mutually agreeable to the public agency and Promise.

IF PROMISE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROMISE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

TERMINATION FOR NON-FUNDING. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Promise without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

Certificate Of Completion

Envelope Id: D827DBA0-8EB5-4AF1-AE45-D36558115126

Status: Completed

Subject: SIGNATURE: Data Sharing Agreement with Promis Network, Inc. (FIN/250XXX)

Source Envelope:

Document Pages: 6

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Porsha Ullrich

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 10.101.81.9

Record Tracking

Status: Original

Holder: Porsha Ullrich

Location: DocuSign

4/25/2025 2:30:36 PM

pullrich@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

William E. Sexton

B07DCFC4E88E429...

Timestamp

Sent: 4/25/2025 2:41:03 PM

Viewed: 4/25/2025 3:42:19 PM

Signed: 4/25/2025 3:42:34 PM

Signature Adoption: Pre-selected Style

Using IP Address: 174.212.55.126

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Janice Mitchell

jmitchell@ocalafl.org

CFO

City of Ocala

Security Level: Email, Account Authentication
(None)

Signed by:

Janice Mitchell

55198B43858A4E1...

Sent: 4/25/2025 3:42:36 PM

Viewed: 4/25/2025 4:20:58 PM

Signed: 4/25/2025 4:21:19 PM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 4/25/2025 4:20:58 PM

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	4/25/2025 4:20:58 PM
Signing Complete	Security Checked	4/25/2025 4:21:19 PM
Completed	Security Checked	4/25/2025 4:21:19 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (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 the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents 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. Further, you will no longer be able to use the DocuSign system 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 the DocuSign system 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 City of Ocala - Procurement & Contracting:

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: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

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 email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone 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

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents 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 confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email 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 as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.