

STATE OF FLORIDA, DEPARTMENT OF HEALTH

This agreement ("agreement") is entered into by and between the State of Florida, Department of Health ("Department") and _____ ("Hospital").

RECITALS

- I. Department has the duty to assess the public health status and needs of the state through statewide data collection. §381.0011(1), F.S.
- II. Department's Bureau of Epidemiology is instituting a statewide epidemiological investigation of syndromes amongst emergency room patients to identify and monitor disease outbreaks in the community.
- III. This epidemiological investigation will enable earlier identification of natural and manmade outbreaks of diseases of public health significance thereby triggering much earlier detection for the Department's diagnosis based surveillance system. §381.0031, F.S.
- IV. HIPAA does not govern Department epidemiological investigation. 45 CFR §160.203(c).
- V. HIPAA does not require a Hospital to have an authorization or offer an opportunity to agree or object before disclosing protected health information as part of Department's epidemiological investigations. 45 CFR §164.512(b)(1)(i).
- VI. Hospital is a facility licensed under chapter 395, Florida Statutes.
- VII. Department has the authority to examine patient records in any licensed facility for purposes of epidemiological investigation. §395.3025(5), F.S.
- VIII. Information gathered from such patient records is confidential and exempt from disclosure under Florida's public records laws and may not be further disclosed to non-Department personnel in a manner that reveals the patient's identity. §395.3025(7)(a), F.S.
- IX. Department acknowledges that an epidemiological investigation of this scope cannot be done in an unobtrusive manner with Department personnel at Hospital.
- X. Department wishes to examine Hospital's patient records in a highly efficient virtual manner that maximizes secure electronic communications and efficient computer analysis.
- XI. Hospital wishes to comply with this epidemiological investigation through the Department's virtual system in a manner that maximizes secure electronic communications and efficient computer analysis and minimizes the need for actual Department personnel presence at Hospital.
- XII. Department and Hospital expect that information gathered from this epidemiological investigation enables Hospital and the Department to better serve Hospital's present and future patients as well as all other persons in the State of Florida.

NOW THEREFORE, for good and valuable consideration,

A. THE PARTIES AGREE:

1. COMPOSITION OF THIS AGREEMENT:

- a. The above stated recitals, which are true, correct and incorporated herein by reference; and
- b. This agreement.

2. AGREEMENT PERIOD:

- a. This agreement begins the date this agreement is fully executed.
- b. This agreement's term shall be for five years.
- c. This agreement renews automatically for consecutive five year terms unless terminated under 3.

3. AGREEMENT AND TERMINATION

a. That changes in technology, epidemiological focus, institutional need, and applicable law may require temporary or permanent changes in the Requested Emergency Department Data Elements (see B., below) or the File Format and Data Transmission protocols and procedures (see 7., below). Such changes shall be communicated by notice between the parties. Changes, other than those required by applicable law, cannot be instituted absent the parties achieving mutual consent. The parties agree that changes involving epidemiological focus may require immediate activation and agree to be ready to confer on such matters immediately upon the need being identified.

b. Either party may terminate this agreement upon 30 days written notice, unless a shorter term is agreed to by both parties.

4. INDEPENDENT CONTRACTOR – That the parties, their employees, agents, subcontractors, assignees and delagees are, with respect to each other for this Agreement, and shall behave in all matters arising out of or related hereto, as independent contractors. Nothing herein is intended to serve as a waiver of sovereign immunity, nor shall anything herein be construed as consent by a state agency or political subdivision of the State of Florida to suit by third parties.

5. NOTICE – MANNER AND ADDRESSES. All notices between the parties shall be directed to the attention of their respective signatories or their designees. Upon designation of a designee, notice of the name and address of the designee shall be sent in writing to the other party. Unless otherwise provided herein, any notice to be given hereunder shall be in writing and shall be sent by hand-delivery, overnight mail, by U.S. certified mail, postage prepaid, return receipt requested or by telefax. Any notice given by properly addressed and stamped U.S. certified mail, return receipt requested, shall be deemed to be given three (3) days following the date of mailing. Notice by overnight mail shall be deemed given one (1) day after such mailing. Notice by telefax shall be deemed notice by hand-delivery.

6. PAROLE EVIDENCE - The total agreement between the parties on the subject matter hereof consists exclusively of that identified in 1., above and may be referred to collectively as the "Agreement". The Agreement supersedes any prior or contemporaneous written or oral agreements or representations on the subject matter hereof.

7. FILE FORMAT AND DATA TRANSMISSION - The specific protocols and procedures regarding the file format and data transmission relevant to this agreement will be determined by subsequent mutual written agreement of the parties consistent with their respective IT capacities. Such subsequent agreement shall not require amendment hereof.

B. HOSPITAL AGREES: To supply the Emergency Department Data elements as described below, to the Department, daily or more often as agreed to by and between the parties, on all visits to Hospital’s Emergency Department for which data is gathered by the Hospital.

Requested Emergency Department Data Elements

<i>Data Element</i>	<i>Usage*</i>	<i>Data Element</i>	<i>Usage*</i>
1) Facility Name & Location	RE	14) Ethnicity	RE
2) Facility Identifier	R	15) Diagnosis/Injury Codes	RE
3) Unique Visiting ID	R	16) Diagnosis Type	RE
4) Visit Date/Time	R	17) Discharge Disposition	RE
5) Unique Patient ID	R	18) Disposition Date/Time	RE
6) Medical Record #	O	19) Patient Class	RE
7) Age	R	20) Chief Complaint/Reason for Visit**	RE
8) Age Units	R	21) Triage Note/History of Present Illness	O
9) Gender	RE	22) Temperature	RE
10) Patient Resident Zip Code	RE	23) Pulse Oximetry	RE
11) Patient Resident State	RE	24) Date of Onset	RE
12) Patient Resident Country	RE	25) Report Date/Time	RE
13) Race	RE		

*Usage Explanation:

R – Required: Indicates that the field is a required field and must be supported by the EHR system. A value must be present in the field in order for the message to be accepted.

RE – Required, but can be empty: Indicates that the field is a required field and must be supported by the EHR system. If data are present, then they must be reported. However, if there are no data captured in the field due to the setting and the field is blank, the message may be sent with the field containing no data.

O – Optional: Indicates that this field must be supported by the EHR system, but the transmission of the values captured in these fields is optional. Specific usage of these data elements shall be determined at the state or local-level jurisdiction.

**Chief Complaint/Reason for Visit: These data should be the unstructured free text chief complaint provided by the patient upon arrival at the emergency department.

C. DEPARTMENT AGREES: To supply technical advice regarding the Requested Emergency Department Data Elements and the ESSENCE Data Transmission Procedures.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the dates stated below. I have read the above contractual agreement and understand each section and paragraph.

IN WITNESS THEREOF, the parties here to have caused this agreement to be executed by their duly authorized undersigned officials.

For Hospital:

SIGNED BY: _____
NAME

PRINT NAME: _____
NAME

TITLE: _____

DATE: _____

For Department:

SIGNED BY: _____

Clayton R. Weiss, MPH
Chief, Bureau of Epidemiology
Florida Department of Health
Division of Disease Control and Health Protection

DATE: _____