



## Agreement permitting Bulk Data Requests of the Florida State Health Online Tracking System (SHOTS) Version 3.0

### RECITALS

- I. Section 381.003(1)(e), Florida Statutes, mandates the Department of Health ("DOH") to ensure all children in this state are immunized against vaccine preventable diseases and to use Florida SHOTS, the statewide immunization registry as a tool to enhance such immunization activities.
- II. Section 381.003(e) 4, Florida Statutes allows practitioners to exchange Florida SHOTS data with other entities involved in a child's care and declares that information in Florida SHOTS retains its status as confidential medical information.
- III. Requestor, \_\_\_\_\_, (Insert Organization Name) (Hereinafter collectively) represents the following to DOH as inducement to enter into this agreement; that:
  - A. Requestor is an entity involved in the care of the children whose Florida SHOTS information is shared with Requestor based upon this agreement; and
  - B. Requestor is authorized to gather Florida SHOTS or similar data related to Requestor's and practitioners' treatment, payment, and or operations on its behalf and on the behalf of practitioners (hereinafter "Practitioners") and shall be defined to mean any health care practitioners licensed under Chapters 458, 459 or 464, Florida Statutes, and who file a claim for vaccine services for preventable childhood diseases with Requestor; and
  - C. Requestor and practitioner have or did have responsibility for the care of all individuals for whom data is or will be requested under this agreement during the period or periods covered by such requests.
- IV. Requestor and DOH agree that the volume of the requests Requestor intends of Florida SHOTS are such as to make it impractical of DOH to review each individual Practitioner's authorization.

Now, therefore, for good and valuable consideration, the receipt and sufficiency thereof are hereby acknowledged, the parties agree as follows:

- A. The above recitals are true and correct and incorporated as if fully stated herein.
- B. Requestor agrees:
  1. To only make requests for information provided to Florida SHOTS for which it is authorized and to make such requests only for practitioners with whom it has or has had a relationship within the period covered by such requests.
  2. To make such requests to DOH, in a format to be determined by DOH, by supplying the following minimum information on each relevant individual: Last name, first name, date of birth, address, gender, social security number. Medicaid ID number (if available to Requestor) should also be supplied.
  3. To apply for an account with the DOH for access to the DOH sFTP site and to acquire the necessary software to manage the secure exchange of data files via the sFTP before making such a request.
  4. To provide to the Department's Bureau of Immunization, on behalf of the Requestor's Practitioners, historical and current immunization event and/or encounter data as Requestor has available in its claims records. Such provision will be made in a manner and format and at a place and time prescribed by the Department, Bureau of Immunization. Files containing updated claims data as described above shall be submitted at a minimum interval of quarterly but may be submitted at any interval less than quarterly.
  5. And acknowledges that:
    - a. Resulting data is not verified independently for its accuracy but only as to the fact that it was found in Florida SHOTS.
    - b. Unauthorized access to Florida SHOTS data may result in actions regarding violations of state or federal law.
    - c. The Requestor and its employees, subcontractors and agents is an independent contractor for all purposes hereof.



- d. The venue for legal actions arising here from is a state court of competent jurisdiction in Leon County, Florida.
- e. And represents neither Requestor, its employees, nor affiliated entities are on the convicted vendor or discriminatory vendor lists. §287.133-134, F.S.
- 6. To accept encrypted electronic transmission, in accordance with 3. above, of the results of the DOH search of the immunization registry and acknowledges that the DOH responses shall be delivered in as timely a manner as possible under this agreement but may be delayed due to priorities of operation, upgrades, breakdowns or other issues with its system beyond its control which, delays are not a breach of this agreement.
- 7. To indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Requestor, and its employees, including but not limited to, patent, copyright, or trademark infringement, related to this Agreement.
- 8. This agreement is neither a waiver of sovereign immunity nor consent by a state agency or political subdivision of the State of Florida to suit by third parties in any matter arising herefrom.
- C. DOH Agrees: Upon Requestor compliance with the requisites in B., to make good faith effort to provide immunization registry data relevant thereto to Requestor via secure (sFTP) file transfer within sixty (60) days of data request.
- D. The Parties Agree:
  - 1. This agreement is effective upon full execution for an initial term of three years from the Effective Date below (hereinafter "Initial Term").
  - 2. This agreement may be terminated by either party upon 30 days written notice or sooner with written agreement of the parties or immediately upon breach.
  - 3. The Department reserves the right to assess fee(s) for providing such data or data retrieval services.
  - 4. The following terms shall survive any termination: A., B.5., B. 7-8.
- E. This version of the agreement (3.0) supersedes all prior versions except in circumstances where existing agreements have not reached a termination or expiration date. In such cases, organizations will be grandfathered under existing agreements until such time as the agreement expires or within 30 days notification of termination by the department or requestor pursuant to item D.2 above.

The parties hereto state their authority to assent on behalf of the parties and their assent to the terms above by their signatures below. The effective date is the date signed by the Florida SHOTS Administrator for the Department of Health.

\_\_\_\_\_  
Requestor

Officer of Requestor	E-mail address	Date
----------------------	----------------	------

Address	Phone
---------	-------

City	State	Zip
------	-------	-----

Department of Health Florida SHOTS Administrator	Effective Date
---	----------------