



**HEALTHCARE DATA EXCHANGE
HILLSBOROUGH COUNTY**

ELECTRONIC DATA INTERCHANGE MEMORANDUM OF UNDERSTANDING (MOU)

This MOU is made as of the ____ day of _____ 20____, ("Effective Date") between Healthcare Data Exchange LLC ("HDX"), having its principal office at 65 Valley Stream Parkway, Malvern, Pennsylvania 19355, and Hillsborough Department of Health and Social Services (HSS) having its principal office at Post Office Box 1110, Tampa, Florida 33601.

HDX is in the business of providing health information technology and services. HSS is in the business of health care and related services. HDX owns and operates an electronic data interchange system through which healthcare transactions are electronically exchanged between healthcare providers, payers, and associated parties ("HDX EDI Service"). HDX and HSS desire to develop and implement an electronic data interchange ("EDI") capability to facilitate the electronic exchange of the healthcare transactions described in Exhibit A ("Transactions"). HSS shall grant access to HSS's database(s) to HDX, so that HDX can provide Transaction services to providers with which HDX has contracted to electronically exchange Transactions ("HDX Clients"). Subject to the conditions set forth in Section 13 below, the access provided by HSS to HDX shall also include the right for certain HDX Concentrators (as described in Section 13 below) to access HSS's database(s) via the HDX network for the benefit of such Concentrators' provider clients.

- 1) **Term.** The term of this MOU shall commence on the Effective Date and shall remain in effect coterminous with each agreement, whether currently in existence or executed in the future, between Florida Health Sciences Center, Inc. and Hillsborough County Board of County Commissioners (BOCC), for the provision of medically related services after the event of HSS delivering the data to HDX in a mutually agreeable form for the first productive use with Transactions (first productive use with Transactions being defined as the occurrence through an HDX EDI Service of an HDX Client information request to the HSS) in production mode ("Initial Term"), unless earlier terminated in accordance with Article 10 below. Thereafter, this MOU will automatically renew for successive one-year (1) terms until terminated by either party with not less than 90 days' prior written notice of termination to the other party.
- 2) **Support.** As to software, equipment, and services necessary for each party's performance under this MOU, the parties agree to provide support services sufficient for Transactions to be exchanged and data to be delivered to HDX as contemplated herein. Each party will assist the other in establishing and/or maintaining support and delivery procedures, and will complete appropriate problem-determination procedures prior to contacting the other with a delivery or support-related matter. The parties agree to use all reasonable efforts to avoid and resolve performance and unavailability issues. If any delivered data is received in an unintelligible or garbled form, the receiving party, if feasible, shall notify the originating party as soon as determined. Each party will perform remedial action as requested by the other to assist in problem resolution.
- 3) **Rights in Data.** HDX is not the owner of the data, nor does HDX originate the data. HDX is an intermediary and hosting service provider to HSS and HDX Clients acting on behalf of those who produce Transactions and those to whom the data relates. HSS is responsible for obtaining all required authorizations before transmitting data to HDX. HSS authorizes HDX to use the data for purposes of this MOU and to provide additional data interchange services and Transactions as may be agreed between HSS and HDX.
- 4) **Data Retention.** HDX logs all Transactions for the sole purpose of billing and auditing. HSS is responsible for maintaining its own records of data submitted to HDX. The log contains all Transactions from all HDX Clients to the HSS. Integrity of the log for audit purposes dictates that it cannot be altered. In addition, upon termination or expiration of this MOU, the logs will not as a routine matter be returned or destroyed. The logs are erased by HDX at the greater of the end of six years or upon the end of the period of retention required by the applicable local, state or federal laws and regulations in effect, but only upon providing advanced notice to and acknowledgement from HSS.
- 5) **Data Privacy and Confidentiality.** Each party will implement appropriate policies, procedures and confidentiality agreements to prevent unauthorized access to the data and unauthorized disclosure of the data, in accordance with applicable Florida and federal laws and regulations. Each party shall treat as confidential all information and data relating to the other's business obtained from any source, and shall not, unless otherwise required by law, disclose any such information or data to any third party without the other's prior written consent. Each party shall have the right to disclose confidential information of the other party to its employees, consultants, and agents on a minimum-necessary basis for Treatment, Payment, or Health Care Operations ("TPO") or as otherwise authorized by law.



- 6) Compliance with Laws/Regulatory Changes. HDX and HSS shall comply with all laws and regulations that govern their performance under this relationship. HDX and HSS acknowledge that regulatory changes, including but not limited to requirements related to Health Insurance Portability and Accountability Act (HIPAA), may require modifications to this relationship. HDX and HSS agree to work together in good faith to accommodate all such changes.

To the extent required by the provisions of HIPAA and regulations promulgated thereunder, each party does hereby assure the other that it will appropriately safeguard protected health information ("PHI") of HSS made available to or obtained by either party pursuant to this MOU. Without limiting the obligations of the parties otherwise set forth in this MOU or imposed by applicable law, the parties agree to comply with applicable requirements of law relating to PHI and with respect to any task or other activity either party performs on behalf of the other. This includes but shall not be limited to:

- i) Not using or further disclosing PHI other than as permitted or required by this MOU or as required by law;
- ii) Using appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this MOU;
- iii) Promptly reporting to the other party any use or disclosure of PHI not provided for by this MOU of which either party becomes aware;
- iv) Ensuring that any subcontractors who may have access to PHI agree to the same restrictions and conditions that apply to the parties with respect to PHI;
- v) Making PHI available in accordance with applicable law;
- vi) Making internal practices, books, and records relating to the use and disclosure of received PHI available to the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with applicable law;
- vii) Making available the information required to provide an accounting of disclosures pursuant to applicable law; and
- viii) At termination of this MOU, promptly destroying any PHI that either party still maintains in any form and that is not required to be saved or retained by a party for regulatory or necessary business purposes.

The parties agree that this MOU may be amended from time to time if required by, and to the extent required by, the provisions of HIPAA and regulations promulgated thereunder, in order to assure that this MOU is consistent therewith.

- 7) Fees. Fees and payment terms associated with this MOU are described in **Exhibit A.**
- 8) Termination. HDX and HSS shall comply with all laws and regulations that govern their performance under this relationship. In the event HDX and Florida Health Sciences Center, Inc. should terminate their contractual and business relations for any reason, HDX will immediately notify HSS and all exchange of date will immediately cease. All other operating terms outlined in this MOU shall remain effective including, but not limited to the confidentiality of information and data retention.
- 9) Dispute Resolution. In the event that a dispute arises between HDX and HSS, which cannot be resolved in the normal course, the following dispute resolution procedures shall be followed:
- i) If a dispute arises, then (i) within ten (10) business days of a written request by either party, HSS's designated project manager, HDX as Site Manager, and Florida Health Sciences Center, Inc. shall meet and resolve the issue; if these parties cannot resolve the issue within fifteen (15) business days of submission to them, then (ii) the issue shall be submitted for resolution to HSS's designated senior executive and HDX's Vice President and Florida Health Sciences Center, Inc. senior executive.
 - ii) The time periods herein are in addition to those provided under other provisions of this MOU.



10) Notices. All notices and other communications affecting the terms of this MOU shall be reduced to writing and delivered by hand, first-class mail, or by facsimile (with confirmation followed by first-class mail posted no later than the next business day following facsimile delivery), addressed to the parties as first written below. (Notice to HDX shall be addressed to “General Manager”; notice to HSS shall be addressed to address written below or to such other address as may be specified by notice.)

11) PARTIES:

Healthcare Data Exchange, LLC. (“HDX”)
Attention: General Manager
65 Valley Stream Parkway
Malvern, Pennsylvania 19355
Phone: 610-219-1600
Fax: 610-219-1655

Hillsborough County Health and Social Services Department (“HSS”)
Attention:
Post Office Box 1110
Tampa, Florida 33601
Phone:
Fax:

12) Concentrators. HDX currently maintains contractual relationships with certain third party entities (“Concentrators”) which gain access to payer information through the HDX network for the purposes of Treatment, Payment, or Health Care Operations (“TPO”) for the HSS-approved Concentrators’ provider clients. HDX has provided to HSS a list of the current Concentrators. HSS hereby agrees to permit Concentrators to access HSS’s database(s) through the HDX network for the benefit of each Concentrator’s provider clients, subject to the following conditions:

- i) Each Concentrator must agree in writing that the terms and conditions of this MOU have been passed on to such Concentrator, such that the Concentrator is bound to HDX and HSS in the same manner as and to the same extent that HDX is currently bound to perform under this MOU, except that all required reports shall be submitted by the Concentrator to HDX, not to HSS. HSS shall be deemed a third-party beneficiary of such agreement.
- ii) HDX shall be responsible to include in its reports to HSS all required information provided in reports from the Concentrators.
- iii) HDX shall promptly inform HSS of the name of any new Concentrator with which HDX establishes a relationship.
- iv) HSS may, in its sole discretion, deny access to any Concentrator so long as HSS provides HDX with written notice, in the case of such denial.

13) This MOU is non-binding and exists solely to describe the interface and operational relationship between the parties for the purpose of the Electronic Data Interchange consistent with applicable HIPAA regulations and the relationship between Florida Health Sciences Center, Inc. and HDX.



ACCEPTED BY:

HDX:

HSS:

(Signature)

(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

| Tampa General:

(Signature)

Name: _____

Title: _____

Date: _____



Hillsborough County
Florida

EXHIBIT A

TRANSACTIONS AND FEES

1. **Payers and Plans.** Payers and plans for which the eligibility and benefits information will be made available through HSS are:

2. **Transaction access**

Transaction Description	Transaction Format	Per Transaction Fee
Eligibility	ANSI X12 270 \ 271	Not Applicable

3. **Communication Requirements.** HDX and HSS will each connect to mutually defined communication access. HDX will provide procedures and the appropriate information required to complete the installation and to establish connectivity. Special communication requirements will be determined as part of the mutually agreed-upon implementation plan. Additionally, HDX may, at its option, utilize a variety of secure-connectivity approaches using commercially available methods. To ensure security, HDX shall be responsible for enrolling authorized users and shall ensure that all authorized users accessing HDX Services use a browser capable of a minimum of 128-bit secure socket layer (SSL) encryption.