



**DATA SHARING AND USE AGREEMENT BETWEEN \_\_\_\_\_  
AND HILLSBOROUGH COUNTY, FLORIDA**

This agreement is entered by and between \_\_\_\_\_, whose address is \_\_\_\_\_, and Hillsborough County, a political subdivision of the State of Florida, whose address is P.O. Box 1110, Tampa, FL 33601-1110.

**WHEREAS**, certain data that is confidential and must be afforded special treatment and protection shall be made available between the parties and utilized as described herein; and,

**WHEREAS**, the confidential data received, exchanged and/or accessed can be used or disclosed only in accordance with this agreement and local, state and federal law;

**NOW, THEREFORE**, the parties agree as follows:

1. **Definitions:**

a. **Covered Entity:** "Covered Entity" shall mean [insert name of Covered Entity].

b. **Trading Partner:** "Trading Partner shall mean [insert name of Trading Partner].

c. **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501.

2. **Purpose of Agreement:** The data specified in this agreement will be used solely for purposes of research, public health or health care payment, treatment or operations.

3. **Justification for Access.** This agreement is authorized by the Health Insurance Portability and Accountability Act of 1996 as the same may be amended from time to time. (HIPAA) This agreement implements HIPAA by allowing the parties to disclose protected health information (PHI) necessary to perform contractual and/or legal obligations and to provide for appropriate safeguards of PHI.

4. **Description of Data.** To enable Trading Partner to perform certain contractual or other legal obligations concerning PHI, Covered Entity may disclose PHI for Trading Partner's use.

5. **Point of Contact.** Covered Entity designates the following individual as its point of contact for this agreement:

\_\_\_\_\_  
Name of point of contact

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City / State / Zip code

\_\_\_\_\_  
Phone number

All correspondence regarding this agreement, including, but not limited to, notification of change of custodianship, uses or disclosures of the data not provided for by this agreement, requests for access to the data, requests for accounting of disclosures of the data, disposition of the data, and termination of this agreement, shall be addressed to the point of contact.

6. **Custodial Responsibility.** Trading Partner names the following individual custodian of the data on behalf of same.

\_\_\_\_\_  
Name of custodian

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City / State / Zip code

\_\_\_\_\_  
Phone number

The custodian shall be responsible on behalf of Trading Partner for monitoring all conditions of use and for the establishment and maintenance of safeguards as specified in this agreement to prevent unauthorized use. Trading Partner must notify Covered Entity in writing within thirty (30) days of any change of custodianship. Notification of change of custodianship shall be delivered by certified mail, return receipt requested, by facsimile with proof of delivery, or in person with proof of delivery.

7. **Permissible Uses and Disclosures of Trading Partner Data.** Trading Partner shall not use, release or further disclose the data specified in this agreement except as permitted by this agreement or any other contract between Trading Partner and Covered Entity or as required by local, state or federal law. Trading Partner shall establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of and to prevent unauthorized use of or access to the data specified in this agreement.

Trading Partner shall not disclose, release or allow the release of the data specified in this agreement to any persons or entities other than those listed in paragraph 8, below and as otherwise permitted by this agreement, or any other agreement between Trading Partner and Covered Entity. Trading Partner shall in all instances restrict use, disclosure or release of the data specified in this agreement to minimum number of individuals who require the information in order to perform contractually obligated functions. Trading Partner shall instruct individuals to whom the data is disclosed of all obligations under this agreement and shall require the individuals to maintain those obligations.

Trading Partner shall secure the data specified in this agreement when the data is not under the direct and immediate control of an authorized individual performing the functions of this agreement. Trading Partner shall make a good faith effort to identify any use or disclosure of the data not provided for by this agreement. Trading Partner shall notify the Covered Entity by certified mail, return receipt requested, or by facsimile with the proof of delivery or in person with proof of delivery within three (3) business days of discovery of any use or disclosure of the data not provided for by this agreement of which the Trading Partner is aware, and shall mitigate, to the extent possible, any harm caused thereby.

**[Omit the following paragraph whenever a statutory or other legal duty will not allow for termination of the relationship between the parties.]**

A violation of this section shall constitute a material breach of this agreement and notwithstanding any provision of any contract between Trading Partner and Covered Entity to the contrary, Covered Entity shall have the right to terminate its relationship with Trading Partner and to terminate this agreement, with twenty-four (24) hours written notice.

8. **Disclosure to Agents.** Trading Partner shall ensure that any agents of Trading Partner, including, but not limited to, a contractor or subcontractor, to whom Trading Partner provides data specified in this agreement agree to the same terms, conditions, and restrictions that apply to Trading Partner with respect to the data.

9. **Access to the Data.** Trading Partner shall notify the Covered Entity in writing by certified mail, return receipt requested, or by facsimile with proof of delivery or in person with proof of delivery within ten (10) days of any requests received by the Trading Partner from individuals seeking access to or copies of the data specified in this agreement.
10. **Accounting of Disclosures.** Trading Partner shall notify the Covered Entity in writing by certified mail, return receipt requested, or by facsimile with proof of delivery or in person with proof of delivery within ten (10) days of any requests received by Trading Partner from individuals seeking an accounting of disclosures of the data specified in this agreement. Trading Partner shall document all disclosures of the data as needed for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. § 164.528, and shall provide the Covered Entity with such documentation upon the Covered Entity's request.
11. **Incorporation of Amendments to the Data.** Trading Partner shall incorporate any amendments to the data specified in this agreement when and as notified by Covered Entity and shall abide by any authorized restrictions on the release, use or disclosure of PHI after notice by Covered Entity.
12. **Penalties.** Trading Partner acknowledges that failure to abide by the terms of this agreement may subject Trading Partner to penalties for wrongful disclosure of protected health information under federal law. Trading Partner shall inform all persons with authorized access to the data specified in this agreement of the penalties for wrongful disclosure of protected health information.
13. **Indemnification.** Trading Partner shall indemnify, hold harmless, and defend Covered Entity, its agents and employees from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by Trading Partner, its assigns, and heirs during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or type of damages or compensation payable to Covered Entity on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against Covered Entity or any of its agents or employees by Trading Partner, its heirs, assigns, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of

damages, compensation or benefits payable by or for Trading Partner under workers compensation acts, disability benefit acts or other employee benefits acts. This obligation shall survive the termination or expiration of this Agreement for a period of not less than six (6) years, or any applicable statute of limitations period, or equitable limitation, equitable limitation doctrine, whichever is longer. In accordance with Florida Statutes Section 768.28, this section shall not apply to contracts with the state, its agencies and subdivisions as defined therein.

14. **Disposition of Data.** Trading Partner shall retain the data specified in this agreement for a period not less than six (6) years from the date Trading Partner receives or is provided access to the data, (hereinafter referred to as the retention period) unless otherwise authorized by the Covered Entity's Privacy Officer. Upon conclusion of the retention period, Trading Partner shall destroy the data and any information derived from its contents, including all copies, modified data, or hybrid or merged databases containing the data or return it to Covered Entity if requested by the Privacy Officer after Notice by Trading Partner. Trading Partner shall provide Covered Entity with written confirmation of the destruction of the data and any information derived from its contents.
15. **Term of Agreement.** This agreement shall be effective upon the later of April 14, 2003 or upon execution by both parties and shall remain in effect until terminated by Covered Entity. Covered Entity may, by no less than twenty-four (24) hours written notice to Trading Partner, terminate this agreement upon material breach of this agreement. This agreement may be terminated by Covered Entity without cause upon thirty (30) days written notice. Notice of termination shall be delivered by certified mail, return receipt requested or by facsimile with proof of deliver or in person with proof of delivery.

The terms of this agreement may not be waived, altered, modified, or amended except by written agreement of both parties. Both parties agree to enter into a written modification agreement or take such action as is necessary to comply with the requirements of HIPAA and any amendment thereto or to implement any changes required by law.

This agreement supersedes any and all agreements between the parties with respect to the use of the data specified in this agreement.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

ATTEST: Richard Ake, Clerk  
of Circuit Court

COUNTY: Hillsborough County, Florida

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
County Administrator

ATTEST:  
\_\_\_\_\_  
Witness

[Insert name] :  
BY: \_\_\_\_\_  
Authorized Corporate Officer or Individual  
Sign before Notary Public

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

Dept.	Approval	Date
Contracts Legal	_____	_____
	_____	_____
	_____	_____