




Interoffice Memorandum

AGENDA ITEM

August 21, 2020

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

THRU: Yolanda G. Martinez, EdPhD., PhD., Director 
Health Services Department

FROM: John Goodrich, Deputy Director
Health Services Department

SUBJECT: Florida State Health Online Tracking System (SHOTS)
Consent Agenda – September 1, 2020

Orange County Health Services provides vaccinations through its Corrections Health Services and Medical Clinic Divisions. In order to ensure individuals have easy access to their records, we input their vaccination information into an online database called Florida State Health Online Tracking System (SHOTS). The Florida SHOTS database is administered by the Florida Department of Health and is the state's central database for vaccination records.

Staff currently has to manually input all of the information into Florida SHOTS, which creates additional work and delays in updating patient information. In an effort to reduce the time it takes to input information into the system, we are going to transfer the information electronically into the system. This will save staff time and provide timely updates for patients. In order to enable the transfer, we must execute an agreement with the Florida Department of Health allowing the bulk transfer of information.

We are requesting approval and execution of the agreement with Florida Department of Health to allow bulk data requests of the SHOTS and authorization for the Mayor or designee to sign and execute any related modifications or amendments. There is no cost to the county.

ACTION REQUESTED: Approval and execution of Agreement permitting Bulk Data Requests of the Florida State Health Online Tracking System (SHOTS) Version 4.0 and authorization for the Mayor or designee to execute any related modifications or amendments. There is no cost to the county. **(Health Services Department)**

Attachments



OFFICE OF COMPTROLLER

ORANGE
COUNTY
FLORIDA

Phil Diamond, CPA
County Comptroller as
Clerk of the Board of County Commissioners
201 South Rosalind Avenue
Post Office Box 38
Orlando, FL 32802
Telephone: (407) 836-7300
Fax: (407) 836-5359

DATE: September 2, 2020

TO: John Goodrich, Deputy Director
Health Services Department, BCC

FROM: Katie Smith, Deputy Clerk *CAS for KS*
Comptroller Clerk of BCC

SUBJECT: Request for Execution of Document, Health Services Department Consent
Item 2, Legislative File 20-1232, September 1, 2020

Enclosed is the Agreement permitting Bulk Data Requests (2 originals) which was approved by the Board of County Commissioners (BCC) at its regular meeting held on September 1, 2020.

Please forward the document to all required parties for signature.

Email copies of the fully-executed documents to ClerkofBCC@occompt.com and copy terese.parsons@ocfl.net. Note: ClerkofBCC@occompt.com is used only for County staff submission of pending documents.

Please include in cover memo or subject line identification of the document by name, agenda item number, and date of BCC approval. Emailed copies must be in full-size PDF format. The document will be processed and filed for the record upon receipt.

If you are unable to return a copy of the fully-executed document before October 1, 2020, notify Katie Smith by email of the reason for the delay prior to that date.

If you have any questions, please do not hesitate to call.

ks:cas

Enclosures (2)

dl: Yolanda G. Martinez, Director, Health Services Department, BCC [email]
Danny Banks, Deputy County Administrator, BCC [email]
Stephanie Bologna, Executive Assistant, Health Services Department, BCC [email]
Terese Parsons, Executive Assistant, County Administrator's Office, BCC [email]
Pending File



**Agreement permitting Bulk Data Requests of the
Florida State Health Online Tracking System (SHOTS) Version 4.0**

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, Orange County, Florida, a charter county and political subdivision of the State of Florida, (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. For the purposes of this agreement, the following schedule defines this requirement:

Quarter	Period	Submission Due Date
1	January 1 - March 31	April 1
2	April 1 - June 30	July 1
3	July 1 - September 30	October 1
4	October 1 - December 31	January 2 (of the following Calendar Year)

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 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 (4.0) 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

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

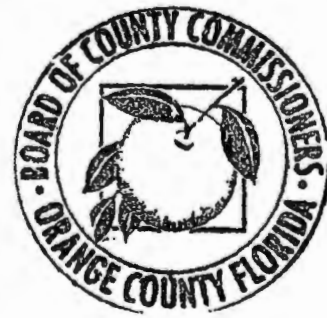
By: Jerry L. Demings
for Jerry L. Demings, Orange County Mayor

Date: SEP 01 2020

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: Phil Diamond

Date: SEP 01 2020





DEPARTMENT OF HEALTH

By: _____
Florida SHOTS Administrator

Date: _____