



CHARLIE CRIST  
GOVERNOR

HOLLY BENSON  
SECRETARY

**DATA SHARING AGREEMENT  
BETWEEN  
[HOSPITAL NAME]  
AND  
THE AGENCY FOR HEALTH CARE ADMINISTRATION  
FLORIDA CENTER FOR HEALTH INFORMATION AND POLICY ANALYSIS**

This agreement is entered by and between [Hospital Name] (hereinafter referred to as the Hospital) and the State of Florida, Agency for Health Care Administration, Florida Center for Health Information and Policy Analysis.

Whereas, the parties shall exchange certain data that is confidential and must be afforded special treatment and protection; and,

Whereas, data exchanged by the parties may be used or disclosed only in accordance with this agreement and state and federal law;

Now, therefore, the Hospital and the Agency agree as follows:

1. **Purpose of Agreement.** The purpose of this agreement is to govern the exchange of clinical laboratory data between the Agency and the Hospital. The Agency shall use the data specified in this agreement for a hospital quality pilot project funded through a contract with the Agency for Healthcare Research and Quality (AHRQ), AHRQ Project-07-10042. In addition, the Agency shall use the clinical data to create joined record sets by merging the clinical data with the administrative data. The Agency may share the data specified in this agreement with its subcontractors 3M HIS, for purposes of fulfilling its obligations pursuant to the AHRQ contract or any other contract to which the Hospital consents.
2. **Description of Data.** Pursuant to the terms of this agreement, the Hospital shall disclose specific clinical laboratory data elements as set forth in Attachment I to the Agency.
3. **Method of Data Transfer.** The Hospital will upload the clinical records as a comma delimited file into the Agency's secure FTP sites.



4. **Point of Contact.** The Agency designates Dr. Christopher Sullivan, AHRQ project director, whose address is 2727 Mahan Drive, Mail Stop #16 Tallahassee, FL 32308-5403, and who can be contacted at 850-414-5421, as its point of contact for this agreement.

The Hospital designates [name and title], whose address is [address], and who can be contacted at [phone number], as its point of contact for this agreement.

All correspondence regarding this agreement shall be addressed to the point of contact. The parties shall notify each other in writing within fifteen (15) days of any change of the point of contact. Notification of change of the point of contact shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

5. **Payment.** The parties shall provide the data specified in this agreement at no cost.

6. **Permissible Uses and Disclosures of Data.** Upon receipt of the data specified in this agreement, the Agency will download the records from the secure FTP sites into Oracle Database then merge them with the administrative data for a joined record set. The joined record sets will be de-identified and uploaded to a secure FTP site accessible by 3M HIS to create the APR DRG groupings and to conduct the preliminary analysis.

The Agency shall not use or further disclose, transmit, copy, or disseminate the data specified in this agreement except as permitted by this agreement or as required by federal law.

The Agency shall establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of and to prevent unauthorized use or access to the data specified in this agreement. This also governs any electronic transmission of the data.

The Agency shall not release or allow the release of the data specified in this agreement to any person or entities other than as permitted by this agreement.

The Agency shall restrict disclosure of the data specified in this agreement to the minimum number of individuals who require the information in order to perform the functions of this agreement. The Agency shall instruct individuals to whom the data is disclosed of all obligations under this agreement and shall require the individuals to maintain those obligations.

The Agency 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. The Agency shall make a good faith effort to identify any use or disclosure of the data not provided for by this agreement.

7. **Disclosure to Agents.** The Agency shall ensure that any agents, including, but not limited to, a contractor or subcontractor, to whom the Agency provides the data specified in this agreement agree to the same terms, conditions, and restrictions that apply to the Agency with respect to the data.
  
8. **Indemnification.** The Hospital agrees to indemnify, defend, and hold harmless the Agency from any or all claims and losses accruing to any person, organization, or other legal entity as a result of violation of this agreement to the extent permitted by federal and state law.
  
9. **Term of Agreement.** This agreement shall be effective upon execution by both parties and shall remain in effect until September 30, 2009, unless terminated by one of the parties. This agreement may be terminated by either party without cause upon thirty (30) days written notice. Notice of termination shall be delivered by certified mail, return receipt requested, 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.

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

In witness whereof, the Hospital and the Agency have caused this agreement to be signed and delivered by their authorized representatives as of the date set forth below.

**For [Hospital]**

**For the Florida Center for Health Information and Policy Analysis**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Christopher Sullivan  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

SMA II / Administrator  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

November 3, 2008  
\_\_\_\_\_  
Date

## Attachment I: Clinical Data Elements

Clinical Data Elements	Abbreviation	Low	High	Units
SGOT	AST	8	35	U/L
CPK MB	CKMB	0	3	ng/mL
Potassium	K	3.5	5.1	mmol/L or mEq/L
Sodium	Na	135	145	mmol/L or mEq/L
Troponin I	TnT		<0.10	ng/ml
pH	pH	7.35	7.45	
PO2.sat	PO2	80	90	mmHg
pCO2	pCO2	35	45	mmHg
Prothrombin time- International Normalized Ratio (PT-INR)	PT	11	13	seconds
Albumin	ALB	35	50	g/L
Base Excess		-3	3	
Total bilirubin fractions	Tbil	2	14	umol/L
Calcium (total)	Ca	8.6	10.1	mg/dl
Calcium (ionized)	Ical	1.15	1.29	mmol/L or mEq/L
Creatinine	CREAT	0.7	1.3	mg/dL
Glucose	GLUC	70	105	mg/dL
Alkaline phosphatase	ALP	40	130	U/L
Blood urea nitrogen	BUN	7	18	mg/dL
Hematocrit (Indices - MCV MCH)	HCT			
Hematocrit (male)	HCT	38	52	%
Hematocrit (female)	HCT	35	47	%
Mean cell Hemoglobin	MCH	26	34	pg
Mean Cell volume	MCV	80	98	fL
Platelets	Plt	150	400	x10 <sup>9</sup> /L or K/mm <sup>3</sup>
White blood cell count	WBC	4	11	x10 <sup>9</sup> /L or K/mm <sup>3</sup>
Chloride	Cl	95	108	mmol/L or mEq/L
Bicarbonate	HCO3	22	26	mEq/L
Gamma glutamyl transferase	GGT		50	U/L
SGPT	ALT	8	40	U/L
Phosphorous	PO4	1.9	4.7	mg/dL
Total Hemoglobin (male)	HGB	14	18	g/dL
Total Hemoglobin (female)	HGB	12	16	g/dL
Partial thromboplastin time	PTT	29	41	seconds
Blood/Lymph Culture-Positive				

### Additional Lab Data Elements

Date of specimen Run  
 Time of Specimen Run  
 Type of test performed  
 Reference range of test

### Demographic Data Elements

Date of birth  
 Gender  
 Ethnicity  
 Social Security Number  
 Zip Code  
 The Agency Hospital Identification Number  
 Hospital unique patient tracking number or Billing number  
 Admission Date  
 Discharge Record date  
 Discharge Record quarter