



Vital Records Data Use Agreement

Background and Purpose

The Bureau of Vital Statistics at the Florida Department of Health (DOH) may release vital records data to entities with an approved Vital Records Data Use Agreement for purposes authorized by Florida Statute 382.025. All persons with data access must sign the Data Use Agreement outlining the terms and conditions for using vital records data. Each data use agreement is specific to the individual project and all projects require annual review.

The Bureau of Vital Statistics conducts a detailed review of every application for access to vital records data and makes a determination on a case by case basis. Requests for confidential data will be granted only if the project meets the criteria above and the project cannot be reasonably completed with de-identified information.

Approved applicants are held to the highest ethical standards and must agree to the stipulations detailed in the Data Use Agreement.

Return application to:

Bureau of Vital Statistics
Florida Department of Health
Attn. Gary Sammet
1217 N. Pearl Street
Jacksonville, FL 32202



Vital Records Data Use Agreement

Date: 3/25/2013

I. Project Director Information

Name: John Dosh

Title: Division Manager

Organization/Agency: Escambia County Division of Emergency Management

Mailing Address: 6575 North "W" Street, Pensacola, Florida 32505

Telephone Number: 850-471-6400

Fax Number: 850-471-6455

E-Mail Address: john_dosh@co.escambia.fl.us

Does this application update a previous Data Use Agreement?

Yes No

II. Project Summary

Project title:
Special Needs Shelter Registration Program

Purpose of the project:
The project's purpose is to maintain a registry of those people with Special Needs in our community that may seek assistance or Special Needs Shelter accomodations when the community is threatened by a tropical system (Tropical Storm/Hurricane).

Intended uses of the data:
To remove deceased persons from the registry

Are you the primary data custodian at this site? [The primary custodian is the person to whom data are given and who is responsible for ensuring adherence to the DOH data confidentiality and security policies.]

Yes No

If no, please indicate the name of the primary custodian.

Brad Hattaway, Planning Coordinator

Is the requested data needed for work being performed under contract with the DOH?

Yes No

If yes, then please provide the DOH contract manager's name.

III. Data Requested and Specifications

Data Requested

- Birth
- Fetal Death
- Death with cause-of-death
- Death without cause-of-death
- Marriage
- Dissolution of Marriage

Data Specifications

- Years
(Specify) 2009-present
- Statewide Data
- County Only
(Specify) Escambia

Data Format

- Photocopies
- Electronic Transfer (Secure FTP)

Once we receive the initial historical data up to present, we would like to request inclusion on your distribution list for data to be provided within your normal data distribution period of notification.

IV. Linkage

Describe any linkage of requested vital statistics data with any other data sources. Please specify which variables will be kept in the linked file.

There will be no electronically linked data from the DOH data to any other electronic file at this stage of the process. The data from DOH will be utilized to update Special Needs Registration data within our locally used software database. Currently, the process is merely to review the data and then manually update the electronic file on the specific client. The DOH data will be kept on a County ftp server for access as needed and identified as a secure file. In the future, as we may update our electronic database of Special Needs Shelter registrants, we hope the ability to either upload or attach DOH death data to specific client files will be something we transition to shortly. Currently, the Special Needs Registry maintained within the County is HIPAA secure as required.

V. Security

Describe where data will be stored and how they will be accessed by authorized users.

The data is captured within a third party software provider, is user name and password protected, with a local administrator that can allow various levels of access to a person based upon the need.

VI. Data Destruction Schedule

Consistent with Florida law, applicants must make provisions for the destruction of records at the conclusion of their project, or when the data is no longer required. Maintaining the privacy of the individuals whose personal information is included in vital records is essential to preserving the integrity of the data sharing process.

Please detail the manner and timeline for destruction. If you are following a data destruction policy set by your organization or agency, please attach that policy to your application.

Escambia County utilizes the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies for records retention and disposal. See attached.

VII. Data Use by Others

Will any sub-contractors affiliated with this project use the data during the course of the project? If yes, please identify the individuals and describe the work they will perform. Each sub-contractor or other individual will need to complete a separate Data Use Agreement.

None

VIII. Fees

Prior to generating the data, the Department will provide an estimate of the costs incurred in its preparation. Once the request is approved and payment received, the data will be provided. A waiver or reduction of the fees authorized by section 382.0255(1), F.S. will be considered only if the intended use of the data will have a direct health-related benefit to Florida citizens. If a waiver or reduction of the fees is requested, describe how use of the data is a direct benefit to Florida citizens.

County Emergency Management is required by Florida Statute to maintain a registry of citizens with Special Needs, in support of a planning effort to provide hurricane shelter services in a Special Needs Shelter during hurricane evacuations. The Escambia County Health Department is the organization that runs and manages the Special Needs Shelter in Escambia County. The data allows us to plan for needed services during evacuations. We would like to request the waiver of all fees associated with the acquisition of the data.

IX. Contact with Human Subjects

No contacts of any kind can be made with any person named on a certificate or data file without the permission of the Bureau of Vital Statistics and review by the DOH Institutional Review Board (IRB). Data Use Agreement may be rejected if the research protocol involves intrusive follow-back of research subjects. If the project requires DOH IRB review, applicants must first submit signed and notarized Data Use Agreement along with the protocol for review to Bureau of Vital Statistics.

Will the project involve direct contact with individuals or establishments mentioned on the record? If so, describe the need for such activity and the types of individuals or establishments who will be contacted.

No

X. All Staff Accessing the Information

List name, title, affiliation and role in project for each staff person

John Dosh, Division Manager-will likely not need to access data, but as the Manager for Emergency Management who is ultimately responsible for the fulfillment of Florida Statute, access is being requested as a back stop to cover any staff turnover that may present a challenge to access the data until replacement personnel are approved through this process.

Brad Hattaway, Planning Coordinator-Direct staff responsible for the oversight and implementation of the Special Needs Registry Program.

Alexa Morgan, Public Safety Department Sr. Office Support Assistant-this position handles the daily database input and management of client files in the electronic database and the daily management of the registry process.

XI. Use and Consent of the Data

Vital records data may only be used for the specific purpose(s) described in this agreement. All persons with data access must maintain the confidentiality of the data and prevent release to unauthorized parties. All publications, tabular presentations, maps or depictions of cartographic information must aggregate results to protect the identity of individuals and comply with applicable state and federal laws. The Department shall be notified immediately by phone after discovery of any use or disclosure of the data not provided for by this agreement.

Any failure by the applicant to abide by the terms of this agreement constitutes a breach and may result in the department obtaining any contract remedy authorized by law including, but not limited to, specific performance and cancellation or rescission of the agreement. This will require that the applicant return all data obtained hereunder and the destruction under the supervision of the department of all copies of the data in the applicant's possession, as well as in the possession of any of the applicant's employees, agents, assigns or subcontractors. In any action brought by the department under this agreement in which the department prevails, the department shall be entitled to its attorney's fees and court costs.

As the signatory on the Data Use Agreement, the primary data custodian bears full responsibility for adhering to all DOH data confidentiality and security policies. The primary data custodian serves as the point of contact for receiving, maintaining, protecting, and ultimately destroying the data provided by DOH. Data may be used by the primary custodian only for the purpose stated in the data use agreement and may not be used for any other purpose without direct approval from the Bureau of Vital Statistics. No entity with data access may link vital records data with any other source of information without the written authorization of the Bureau of Vital Statistics.

***** All persons who come in direct contact with vital statistics data are required to sign this agreement. If additional signatures are required, please provide them on the last page of this agreement.**

Project Director's or Primary Custodian's Name (Please Print):

John Dosh, Division Manager

Project Director's or Primary Custodian's Signature (Notarization Required):

Attest (If applicant is a corporation): _____
(As Corporate Secretary)

Subscribed and sworn before me _____ *this* _____ *day of*
_____, 20____.

Notary Public, State of _____

Notary Public Signature (Affix Notary Stamp)

FOR OFFICE USE ONLY

Fees Waived: Yes No Fees Reduced: Yes No

DOH IRB Recommendation: Yes No

Florida Department of Health Reviewers:

_____ (Reviewer 1)

_____ (Reviewer 2)

Florida Department of Health Authorization:

C. Meade Grigg
Deputy Secretary for Statewide Services
State Registrar of Vital Statistics

Date

This agreement shall expire one year from the date above. If the agreement is not renewed, all vital records data must be handled in accordance with the data disposal plan.



Vital Records Data Use Agreement

Signatures below, by individuals who will access vital records data, acknowledge agreement to the terms of this Data Use Agreement.

Name Bradford Hattaway
(Please Print)

Signature: _____

Name: Alexa Morgan
(Please Print)

Signature: _____

Name:
(Please Print)

Signature: _____

Name:
(Please Print)

Signature: _____

Name:
(Please Print)

Signature: _____