

Washington State Immunization Information System

Information Sharing Agreement for

VIEWING IMMUNIZATION DATA

This agreement (“Agreement”) is between the Washington State Department of Health (“DOH”),
_____ (“Agency”), and _____ (“Provider”) for
allowing access to view immunization data.

BACKGROUND

- DOH is the public health agency that maintains the Washington State Immunization Information System (“IIS”). IIS serves as a communications link, repository, and retrieval tool for data on the immunization status of individuals (“immunization data”). IIS allows health care providers and health plans to exchange of immunization data with other health care providers and health plans concerning the same patient.
- Agency is: (check one):
 - A school, school district, Head Start organization, and/or ECEAP grantee authorized to provide or coordinate healthcare services for students through personnel who are authorized under Washington law to provide such services.
 - A public agency or other entity with individual shareholders, members, officers, employees, contractors, or other personnel who are authorized under Washington law to provide healthcare services to individuals.
 - An individual authorized under Washington law to provide health care services to individuals.
- Provider is Agency’s school nurse, child care health consultant, or other authorized healthcare provider responsible for the operation and management of Agency’s school nurse or healthcare services.
- Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Chapter 70.02 RCW, Washington’s Medical Records Act require healthcare providers to keep personal health care information confidential. Immunization data is personal health care data. Healthcare providers may disclose immunization data to DOH under 45 Code of Federal Regulations (CFR) § 164.512(b)(1)(i) and RCW 70.02.050(2) because DOH is a public health agency authorized to collect immunization data.
- Chapter 42.48 RCW governs the release for research of confidential personal records obtained or maintained by a Washington state agency. Individually identifiable immunization data obtained by IIS is such as personal record. Therefore, release of IIS individually identifiable immunization data for research is subject to the requirements of Chapter 42.48 RCW.

- Subject to the terms and conditions of this agreement, Agency and DOH wish to allow Provider, as Agency's representative, access to immunization data for Agency's students or patients. The purpose of the data exchange is to improve patient care and public health.

THEREFORE, the Parties agree,

1. DEFINITIONS

"Immunization data" means demographics and immunization status of individual persons collected by IIS, regardless of whether in the form of raw data or appearing in other IIS features and functions as described in Paragraph 6.

"Agreement" means this Agreement.

"Party" or "Parties" means either or all DOH, Agency, or Provider.

2. DATA ACCESS

- a. Provider may access immunization data for students or patients through DOH's IIS web portal.
- b. Provider may assign the access privileges authorized by this Agreement to other Agency employees only if Agency authorizes such assignment and such personnel have signed a confidentiality agreement that contains substantially the information as the confidentiality agreement in Attachment B and complies with HIPAA's privacy requirements. Under this Agreement, the term "Provider" includes any person to whom Provider has assigned access privileges.

3. DATA QUALITY

- a. DOH does not warrant the accuracy of information DOH receives from other healthcare providers who contribute to the IIS database.
- b. If at any time, Provider has reason to believe that the data transmitted is not true, accurate, or complete, Provider shall promptly notify DOH.

4. USE OF DATA

- a. Provider may use immunization data solely to verify student or patient immunization record and provide direct patient health care. This includes linking to student or patient's other health care information and disclosing individually identifiable immunization data to the individual or, as applicable, the individual's parent or guardian.
- b. Provider may not release to Agency, and Agency shall not request Provider to release or divulge to Agency, individually identifiable immunization data obtained from IIS without written authorization from the individual, or as applicable, the individual's parent or guardian. The written authorization must conform to HIPAA privacy requirements.
- c. Agency shall undertake any necessary disciplinary action for misuse of immunization data by any employee.

5. DISCLOSURE AND SECURITY OF DATA

- a. This Agreement shall be construed to provide maximum protection to immunization data.
- b. The obligations set forth in this Paragraph 5 shall survive completion, cancellation, expiration, or termination of this Agreement.
- c. The Parties shall strictly limit use of immunization data to uses specified by the Agreement. Provider shall not link immunization data with any other information or use confidential information to identify or contact individuals except as authorized under this Agreement.
- d. Agency and Provider shall:
 - i. Limit access and use of immunization data in order that the fewest number of people see only the smallest amount of data for the least amount of time necessary to complete required work.

- ii. Assure that all people with access to immunization data understand their responsibilities regarding it.
 - iii. Assure that every person (e.g., employee or agent) with access to the immunization data signs and dates a confidentiality agreement complying with HIPAA privacy requirements and retain a copy of the agreement for at least six (6) years following termination of this Agreement.
 - iv. Specify one or more principals or employees as a primary point of contact who can authorize IIS user accounts using Attachment C. The contact shall work with the IIS Help Desk to establish user accounts for authorized individuals in their organization.
 - e. Agency and Provider shall not disclose in any manner any part of the immunization data except as the law requires or this Agreement permits.
 - f. Agency and Provider shall ensure that Provider's privacy and security practices meet or exceed the standards set by state and federal law for the security of protected health information and as commensurate with Agency and Provider's obligations under the law.
 - g. If Agency or Provider receives a third-party request for disclosure of immunization data and he determines the law requires such disclosure, Agency or Provider shall notify DOH at least ten (10) days in advance of the disclosure. DOH may seek an injunction to prevent disclosure.
 - h. Agency and Provider shall take all steps necessary to prevent unauthorized access, use, or modifications of immunization data.
 - i. Agency and Provider shall notify DOH IT Security Officer at 360-236-4432 of any suspected or actual security breach with two (2) business days of discovery.
6. OTHER FUNCTIONS AVAILABLE IN IIS. Provider may utilize without charge such other IIS functions as DOH specifically authorizes Provider to utilize. Attachment A describes IIS features and functions.
7. HOLD HARMLESS. DOH is not liable for any general, special, consequential, or other damages that may arise of claim to arise from any use of immunization data by Provider or Agency, its employees, contractors, officers, agents, or affiliated persons.
8. PERIOD OF PERFORMANCE. The Period of Performance is 3 Years from Date of Execution unless earlier terminated as provided by this Agreement.
9. TERMINATION.
- a. Any Party may terminate this Agreement by giving at least 30 days written notice.
 - b. Any Party may terminate this Agreement for cause after another Party has failed to cure a material breach, provided the terminating Party gives the other Parties written notice of breach and provides at least 14 days for the other Party to cure the breach.
10. SAVINGS. If funding from state, federal, or other sources is withdrawn, reduced, or limited in any way during the Period of Performance, DOH may, in whole or in part, suspend or terminate the Agreement, upon immediate notice, subject to renegotiation at DOH's discretion under the new funding limitations or conditions.
11. AMENDMENT. The Parties may amend this Agreement by mutual agreement. Such amendments are not binding unless in writing and signed by the persons authorized to bind each of the Parties.
12. APPLICABLE LAW AND VENUE. This Agreement is governed by the laws of the State of Washington. Venue is in the Superior Court of Thurston County.
13. CONTACT INFORMATION. The following persons are the contact for all communications about this Agreement.

Agency:

Contact Person and Title: _____

Mailing Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

E-mail: _____

Provider:

Contact Person and Title: _____

Mailing Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

E-mail: _____

DOH:

Mail to: Washington State Department of Health
 Office of Immunization and Child Profile
 PO Box 47843
 Olympia, WA 98504-7843

Phone: 360-236-3595 or 1-866-397-0337

AGREED on this _____ day of _____, 20_____.

By execution of this agreement, the parties so signing acknowledge they have full power and authority to enter into and perform this agreement on behalf of the signatory as well as the business entity referenced within the body of the agreement.

Agency Signatory:

Washington State Department of Health:

 Signature

 Contracts Office Authorized Signature

 Name, Title *Please Print*

 Name, Title *Please Print*

Provider Signatory: (The Agency's licensed healthcare provider, school nurse, child care health consultant, or other authorized healthcare provider, licensed in Washington State, and responsible for the operation and management of Agency's healthcare services.)

 Signature

 Name, Title *Please Print*

ATTACHMENT A

Services Available in the IIS

DOH is solely responsible for the operation and management of IIS, which benefits patients, their care providers, health plans, public health agencies, and other entities that are concerned with assuring the effective immunization of Washington State's population.

IIS is available 24 hours a day, 7 days a week, with the exception of scheduled and unexpected outages. DOH schedules system maintenance outside of regular business hours and with prior notice if possible.

Available Functions

IIS has several role-based access levels. DOH will grant to users only those functions necessary to conduct the user's work. The available functions in the system include, but are not limited to, the following:

- Patient record demographic data query and update
- Patient record vaccination data query and update
- A vaccination forecast displaying vaccines due for each patient. The vaccination forecast is based on the recommended immunization schedule published by the Centers for Disease Control and Prevention (CDC) with the advice of the American Academy of Pediatrics (Advisory Committee on Immunization Practices). The vaccination forecast is subject to change if/when the CDC establishes new guidelines. DOH will incorporate such changes in IIS as soon as possible.
- Vaccine ordering by providers enrolled in the State Childhood Vaccine program
- Vaccine order status tracking
- Vaccine management and accountability including:
 - Ability to complete the annual provider agreement to enroll or re-enroll in the State Childhood Vaccine program
 - Ability to complete vaccine accountability report(s) and electronically submit them to the local health jurisdiction
- Generation of reminder/recall to contact patients due for vaccination
- Record contraindication(s) for specific vaccines for each patient with specification of the reason for the contraindication or precaution
- Record of adverse reactions for specific vaccine for each patient
- Generation of reports including:
 - Patient specific vaccination reports showing detailed vaccination history and forecast
 - Detailed practice-based reports such as practice immunization coverage data, vaccines administered data, and vaccine lot data

DOH, in its sole discretion, modify or remove available functions at any time.

ATTACHMENT B

Information to Include in Confidentiality Agreement

This attachment is provided as sample language to include in Confidentiality Agreements. You do not need to complete and return this form with your agreement.

I understand that _____(insert name of Provider) and my employer, _____, (insert name of Agency) have entered into the attached Information Sharing Agreement with the Washington Department of Health. I understand that as an assignee of _____ (insert name of Provider), I am responsible for maintaining the confidentiality of any data/information collected, maintained, stored, or analyzed within the Washington State Immunization Information System (IIS) that I may handle during the course of my employment.

I have read the attached Information Sharing Agreement and _____ has explained the privacy and confidentiality requirements of the law applicable to the data maintained by IIS. I recognize and respect the confidential nature of any data/information I may have access to in accessing IIS.

I will not at any time, nor in any manner, either directly or indirectly divulge, disclose, release, or communicate any confidential data/information to any third party outside the scope of my position unless required by law or authorized by the person, or parent or guardian of the person, to whom the data/information applies. I recognize that maintaining confidentiality includes not discussing confidential data/information outside of the workplace. I will limit my own access to person-specific data in IIS to that which is necessary to perform my job duties.

I understand that if I discuss, release, or otherwise disclose confidential data/information outside of the scope of this policy through any means, I may be subject to disciplinary action, which may include termination of employment.

Employee signature: _____ Date: _____

Employee name (please print): _____

Date received by _____ (insert Provider name): _____

Prior to system access, a signed copy of this form completed by each assignee, will be on file with _____(insert Provider name).

ATTACHMENT C

Washington State Immunization Information System Establishing IIS User Accounts

Each organization that completes an Information Sharing Agreement must designate at least one person as a primary contact who can authorize user accounts for each principal or employee who needs access to the IIS. The IIS Help Desk will reach out to the primary contact listed below to determine which principals or employees need user accounts.

Primary Contact Name:

Phone:

Title:

Email Address: