

Washington State Immunization Information System

Information Sharing Agreement for Health Plans

- I. This is an Agreement (the agreement) between the Washington State Department of Health (the department) and _____ (the health plan) for the exchange of immunization data.
- II. The health plan wishes to obtain immunization data for the purpose of assuring that its enrollees are properly immunized. The department wishes to make such information available to the health plan, subject to the terms and conditions of this agreement.
- III. The Washington State Immunization Information System (the system) serves as a communications link, data repository, and data retrieval tool for healthcare providers and health plans, to permit them to utilize and share information with other healthcare providers about the immunization status of children and adults in their care, including health plan enrollees. The system may be directly linked to healthcare provider offices, and may be linked into their computer-based patient information systems.
- IV. The health plan is a healthcare service contractor authorized by the Office of the Insurance Commissioner of the state of Washington to sell health insurance to, and/or administer health insurance plans on behalf of, individuals and/or employers residing in, or doing business in, the state of Washington. The health plan may do business in the form of establishing contracts for the delivery of healthcare services under the terms of such insurance products and/or health insurance plans with entities and persons (providers) who are licensed, certified, registered, or otherwise authorized to provide such services to individuals in the practice of their profession(s) or in the ordinary course of their business(es). Such healthcare providers may have no other relationship with the health plan, or may also operate as providers subject to contractual agreements with the health plan.
- V. The immunization data provided through the system is primarily derived from health plans and healthcare providers, including, but not limited to, providers under contract with the health plan, who make use of the system and have assumed contractual obligations with the department to ensure that the immunization data in the database is true, accurate, and complete by entering into an Information Sharing Agreement for Healthcare Providers or Local Health Jurisdictions with the department.
- VI. Each party acknowledges that access to the other's immunization data will assist in providing for more effective healthcare, since each party is likely to have information the other lacks. The department and the health plan have therefore agreed to exchange immunization data pertaining to the health plan's enrollees, for the purpose of improving immunization services to them.

VII. The health plan acknowledges:

- A. That, under each Information Sharing Agreement for Healthcare Providers and Local Health Jurisdictions, all best efforts will be made to ensure that any information identifying any person receiving healthcare services from any healthcare provider, or any individual affiliated with any healthcare provider, will not be disclosed to any third party, including but not limited to any health plan, without the written or electronically recorded consent of the provider or other identified person(s), unless the health plan has signed a Information Sharing Agreement for Health Plans or such disclosure is allowed or required by law.
- B. That the department has agreed with providers that immunization data provided to the health plan by the department may only be used by the health plan for the purpose of assuring that the health plan's enrollees are properly immunized.

All such information releases by the department, and all uses of the immunization data by the health plan under such a release or this agreement, will be fully subject to the privacy protection provisions set forth further below in this agreement.

VIII. The health plan's obligation to convey true, accurate, and complete information

- A. By entering into this agreement with the department, the health plan will obtain the benefit of access to immunization data to assist the health plan in seeing that its enrollees are properly immunized. In return, the health plan will be responsible for supplying immunization data to the system in an electronically based format on a mutually agreeable schedule. The immunization data will be provided in a file form (Appendix A). If at any time the health plan has reason to believe that any information contained in data provided to the system is not true, accurate, or complete, the health plan shall notify the department promptly.
- B. The health plan agrees to make its best efforts to provide true, accurate, and complete information to the system. The health plan receives immunization data from claims forms submitted by providers. The health plan cannot attest to the accuracy of such information contained on these claim forms and does not verify the accuracy of such information with providers. Also, some of health plan's claim adjudication system platforms do not have the systems capability to capture different immunization types. Therefore, enrollee's claims adjudicated on those systems necessarily contain incomplete information. In the event that the health plan knowingly or intentionally provides false or materially inaccurate or materially incomplete information to the system, the department shall provide the health plan with written notice 10 business days prior to its intention to terminate this agreement, except if the false, materially inaccurate, or materially incomplete information is related to or a result of the circumstances outlined above. Such notice shall provide sufficient information to allow the health plan to reasonably correct the false information. If the health plan does not correct the false information or the cause of such false reporting within the notice period, this agreement shall terminate. The health plan shall indemnify and hold the department harmless from any claim for damages which may arise from the health plan's supply of knowingly or intentional false or materially inaccurate or materially incomplete immunization data to the system, except if the false, materially inaccurate, or materially incomplete information is related to or a result of the circumstances outlined above.

IX. The department's obligation to maintain health plan confidentiality

The department may from time to time receive requests from insurance companies, health plans, public health agencies, academic researchers, or other interested parties seeking information that may pertain to health plans. The department has adopted an **Information Sharing Policy** (Appendix B), which shall guide its practice with respect to release of specific data. The department will not release any information identifying any health plan, or identifying any healthcare services provided by any provider pursuant to its contract with any health plan, to any such party without the written consent of the health plan, except in the event that such disclosure is required by court or agency order. In the event of such an order, the department will initially contest the disclosure and, unless prohibited by law, shall give the health plan prompt notice of its actions prior to the disclosure to allow health Plan sufficient time to seek an injunction.

X. Joint obligations to maintain enrollee and provider privacy

The department intends to ensure that its privacy and security policies and practices meet or exceed the standards set by state and federal law for the privacy protection of individual health information. The parties therefore agree that:

- A. The department may amend these obligations: (1) in order to comply with state or federal laws or regulations when effective; (2) in response to a previously unanticipated risk of breach of privacy which may become apparent in the operation of the information system; (3) in order to adopt standards, features, or procedures which the department may deem more effective in the protection of privacy; and/or (4) in order to adopt other new or enhanced information system standards, features, or procedures, so long as such new standards, features, or procedures do not reduce or interfere with established privacy protections. Such amendments will be incorporated into this agreement and will become effective upon the department's communication of the change to the health plan in writing. Such amendments shall not affect the other provisions of this agreement.
- B. The department may disclose aggregated data contained within the database to third parties, as long as the information does not identify enrollees, providers, or health plans.
- C. The department shall disclose information pertaining to enrollees only to those enrollees, to their parents or other legal guardians (if applicable), to providers who have entered into a Information Sharing Agreement for Healthcare Providers and Local Health Jurisdictions with the department and need the information in order to provide healthcare to enrollees, to the health plan if the enrollee is a current enrollee, to the health plan if the enrollee was a former enrollee of the health plan at the time services were rendered, and to other third parties authorized by the enrollees and their healthcare provider to receive the information, unless: (1) the department obtains a release under the terms stated below or (2) a court or agency order requires such disclosure.
- D. The health plan shall disclose information received through the system about the health plan's current enrollees or former enrollees only to those enrollees, their parents, or other legal guardians (if applicable), to the health plan's employees, contractors, officers, or agents authorized to act on behalf of the health plan under this agreement, national accreditation

organizations, or to providers under contract with the health plan who need the information in order to provide healthcare to that enrollee, unless: (1) the health plan obtains a release under the terms stated below or (2) a court order requires such disclosure.

- E. If either the department or the health plan discloses information pursuant to a release, which is otherwise barred from disclosure under this agreement, the party making the disclosure shall ensure that the release is: (1) in writing, with a copy retained by the disclosing party; (2) executed by a person with the legal authority to enter into such a release; (3) legally applicable to the information to be disclosed; and (4) effective on the date of the disclosure.
- F. Any immunization data the health plan obtains from the system about identified enrollees, or about healthcare providers, may only be used by the health plan for purposes permitted by this agreement or, if a release was necessary, by terms contained in enrollee's release. In the event the health plan discovers that any person associated with the health plan may have accessed information for any other purpose, the health plan shall notify the department promptly.

XI. Information to be provided by the department

- A. Immunization data shall be made available to the health plan under the terms of this agreement, under procedures and schedules to be determined by mutual agreement of the parties. These determinations shall be subject to all the terms and conditions of this agreement.
- B. The department does not guarantee, but will use its best efforts to contribute to, the truth, accuracy, or completeness of any information provided under this agreement, including, but not limited to, individual enrollee information. The health plan is solely responsible for exercising independent judgment in the use of such information. The department will not be liable for any general, special, consequential, or other damages which may arise or be claimed to arise from any use of information by the health plan and/or the health plan's employees, contractors, officers, agents, or other affiliated persons; and further, health plan shall indemnify and hold the department harmless from any claim for damages which may arise or be claimed to arise from any use of information not consistent with this agreement or an enrollee release by the health plan and/or the health plan's employees, contractors, officers, agents, or other affiliated persons.

XII. Modifications

Except as provided for in paragraphs X.A. and XI.A., this agreement may be modified only in writing signed by both parties.

XIII. Period of performance

This agreement shall become effective on the last date of signature recorded herein and continue for 24 months unless terminated as provided herein.

XIV. Termination

This agreement may be terminated:

- 1. By either party effective as of the end of any calendar quarter, by giving written notice of termination received by the other party on or before 30 days before the end of the quarter.
- 2. By the department after the 10 business day cure period at its discretion upon verification of any material breach by the health plan of the **Joint obligations to maintain enrollee and provider privacy**, or the health plan's failure to cooperate in any audit initiated by the department to determine whether such a breach may have occurred.
- 3. By the health plan after the 10 business day cure period in the event that the department materially fails to comply with the terms of the agreement between the parties for the provision of specific immunization data as referenced under **Information to be provided by the department**.

XV. Choice of law and venue

This agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws. The jurisdiction for any action hereunder shall be exclusively in the Superior Court for the state of Washington.

XVI. Order of precedence

In the event that the terms and conditions of this agreement conflict or are inconsistent with the system, the terms and conditions of this agreement shall prevail.

XVII. Health plan contact information (Please type or print.)

By executing below, the health plan accepts the terms and conditions of this agreement:

Name of Health Plan: _____

Contact Person and Title: _____

Mailing Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

E-mail: _____

Primary person(s) authorized to access information on behalf of health plan (names and titles, please print):

XVIII. Department contact information

Contact for contract questions about the system and contact to return this agreement to:

Contact Person: Sonja Morris
Mailing Address: 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
Email: sonja.morris@doh.wa.gov

AGREED on this _____ day of _____, 20_____.

Health Plan:

Washington State Department of Health:

Authorized Signature for Health Plan

Contracts Office Authorized Signature

Name, Title *Please Print*

Name, Title *Please Print*

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.

Appendix A

Flat File Format

The health plan will provide demographic and immunization data to the Washington State Immunization Information System (the system) using a flat file format that conforms with the system's most recent Data Translation Tool (DTT) specifications, unless otherwise agreed. HL7-based data exchange is also available, based on CDC's "HL7 Version 2.5.1 Implementation Guide for Immunization Messaging" which can be found at <http://www.cdc.gov/vaccines/programs/iis/technical-guidance/downloads/hl7guide-2011-02.pdf>.

If the health plan wishes to receive batch data in return, the system will affect the exchange of data with the health plan within a mutually agreeable period of time.

Appendix B

Information Sharing Policy

It is the intent of the Washington State Department of Health (the department) that no information from the Washington State Immunization Information System (the system) database will be made available to any party without appropriate authorization. The privacy of uniquely identified information about patients, healthcare providers, and health plans will not be compromised. The department intends to ensure that its privacy and security policies and practices meet or exceed the standards set by state and federal law for the privacy protection of individual health information. The basic guidelines relative to information disclosure are as follows:

1. Sharing of immunization records among healthcare providers, for the purpose of assisting the healthcare provider to deliver healthcare to a patient, is compatible with the Uniform Health Care Information Act (RCW 70.02).
2. Patient-specific information in the system's database is available to healthcare providers providing or coordinating care for patients and authorized to use the database through a signed information sharing agreement. Staff from the department whose work duties require access to the system's database and who have signed confidentiality agreements may also access patient-specific information in the database. The available data in the patient-specific immunization record may include the identity of the provider or organization that has administered a specific immunization.
3. Any individual authorized to access the system's database: (1) will only release patient-specific information in accordance with federal and state law including 42 U.S.C. § 1396a(a)(7), 42 C.F.R. § 431 Subpart F, 45 C.F.R. Parts 160 and 164; RCW 48.43.505 and its implementing regulations (Chapter 242-04 WAC), RCW 70.02; and RCW 74.04.060; (2) will only release provider-specific or health plan-specific information with the consent of the provider or health plan; and (3) will only make use of patient-specific, provider-specific, or health plan-specific information for the provision of healthcare with the exception of disclosure of patient-specific information to federal, state, or local public health authorities to control an infectious disease outbreak (RCW 70.02.050(2)).
4. A health plan requesting patient-specific immunization information on its enrollees must assure the department through a data sharing agreement that release of this information is for the purpose of the health plan's disease management, care management, case management, or quality management programs.
5. It is the intent of the department to use data from the system for assessment, assurance, program evaluation, and outbreak control activities. Both non-identified and identified data may be used to support these activities. Staff and contractors of the department will use patient- and provider-specific data to conduct quality improvement analysis with immunization providers who have contracted to receive and administer state-supplied vaccine. The department will not conduct provider-specific analysis of immunization coverage without the involvement of the provider.
6. Researchers requesting a data set with identified or identifiable information from the system's database will receive the data from the system only after review and approval by the Washington State Institutional Review Board and administrative approval by the department or informed written consent from each individual (RCW 42.48).