Washington State Department of Health

WASHINGTON STATE IMMUNIZATION INFORMATION SYSTEM

Every age. Every vaccination.

Washington State Immunization Information System

Information Sharing Agreement for Head Start and/or ECEAP Grantee Agencies with a Healthcare Provider on Staff (view-only)

I. This is an Agreement (agreement) between the Washington State Department of Health (the department), and _____ (the agency) for the purpose of allowing access to immunization data.

II. The Washington State Immunization Information System (the system) serves as a data repository and data retrieval facility for healthcare providers and health plans to exchange immunization data in order to provide or coordinate healthcare for their patients. Access to immunization data in the system may be accomplished using a Web browser connection, as described in Appendix A.

III. The agency entering into this agreement is:

A. An agency that is authorized or otherwise qualified to and does provide or coordinate healthcare services through personnel who are licensed, certified, registered, or otherwise authorized to provide healthcare in the practice of their profession(s) or in the ordinary course of their business(es).

IV. The agency benefit

A. By entering into this agreement with the department, the agency will obtain the benefit of access to immunization data to assist their licensed healthcare provider staff in immunization verification, documentation, and coordinating the provision of healthcare for its students, including information provided or verified by other healthcare providers.

See Appendix B for more information about disclosure.

V. The department's obligation to maintain provider confidentiality

A. The department has adopted an Information Sharing Policy for the system (Appendix C) which guides its practice with respect to release of patient-specific, provider-specific, and health plan-specific data. The provisions of this policy are incorporated into this agreement.

VI. Joint obligations to maintain patient privacy

The parties agree that:

A. The department may amend these obligations: (1) in order to comply with newly enacted or amended state or federal laws or regulations; (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; 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 written communication of the change to the agency. Such amendments shall not affect the other provisions of this contract.

B. The agency shall disclose information about individual students, received from other providers through the system, only to their parents or other legal guardians (if applicable), or to other healthcare providers who need the information in order to provide healthcare to that patient, unless: (1) the agency obtains a release under the terms stated below or (2) a court order requires such disclosure.

C. The department shall disclose information about individual students only to their parents or other legal guardians (if applicable), to providers subject to an Information Sharing Agreement for Healthcare Providers or Local Health Jurisdictions with the department or health plans that have entered into an Information Sharing Agreement for Health Plans with the department, unless: (1) the department obtains a release under the terms stated below or (2) a court order requires such disclosure.

D. If either the department or the agency 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.

E. The agency shall ensure that the system user IDs and passwords are disclosed only to licensed healthcare providers on staff and their assignees that have signed a confidentiality agreement. In the event the agency discovers that the system's privacy and security procedures have been breached, the agency shall notify the department immediately. See Appendix D, Confidentiality Agreement.

F. Any immunization data the agency obtains from the system about individual students may only be used by the agency's licensed healthcare providers or their assignees for the purpose of immunization verification, documentation, and providing or coordinating healthcare for its students. In the event the agency discovers that any person associated with the agency may have accessed information for any other purpose, the agency shall notify the department immediately.

VII. Information to be provided by the department

A. Information services, available to the agency at no charge under this agreement, are set forth in Appendix A. The department may make additional or enhanced information services available to the agency, from time to time, by giving written notice of the changes.

B. Licensed healthcare providers utilizing reports from the system to give parents current information on their child's immunization status should make every attempt to assure the confidentiality of the information. If sending the information to the parent, the healthcare provider or assignee should use a confidential envelope.

C. The department acknowledges that the agency's licensed healthcare providers and their assignees that have signed a confidentiality agreement will use the immunization data supplied by the system for the purpose of immunization verification, documentation, and coordinating the provision of immunizations to its students. 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 student information. However, the agency is solely responsible for exercising independent professional 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 agency and/or its licensed healthcare providers.

VIII. Modifications

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

IX. Termination

This agreement may be terminated:

A. By either party giving at least 30 days notice in writing of intent to terminate.

B. By the department immediately at its discretion upon verification of any material breach by the agency of the **Joint obligations to maintain patient privacy** described in Section VI.

C. By agency immediately 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.**

X. Agency contact information (Please type or print.)

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

Name of Agency: _____

Contact Person and Title: _____

Mailing Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____ E-mail: _____

XI. 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
Fax:	360-236-3590
Email:	sonja.morris@doh.wa.gov

AGREED on this _____ day of _____, 20_____.

Head Start and/or ECEAP:	**Washington State Department of Health:**
_____	_____
Grantee Signature or Authorized Designee	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

Information Services Available to the Head Start/ECEAP Agency

The Washington State Immunization Information System (the system) is operated for the benefit of children, their care providers, health plans, public health agencies, and other entities that are concerned with assuring the effective immunization of children. The Washington State Department of Health (the department) is solely responsible for the operation of the system, which contains data about children in Washington State, including demographic information and immunization treatment history.

The licensed healthcare provider or assignee will have view-only access to the system and its online service features 24 hours a day, 7 days a week. When routine or emergency system maintenance is required, the system will schedule system down-time outside of regular business hours and with prior notice whenever possible.

Access to the system
Licensed healthcare providers or assignees may participate in the system via:

- Web-based access – operates on most PCs with internet access and a Web browser.

Online Student Record Queries and Immunization Record Access
Once identity has been established in accordance with the user authentication procedures for the system, the following services are available to the licensed healthcare provider or assignee under this agreement:

Access to queries:

- To determine if a student has a record in the system's database.
- To view the record of immunization treatment events for the student.
- To obtain a vaccination forecast showing when vaccines are due for each individual.
    - The algorithm for this 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 algorithm is subject to change if/when the CDC establishes new guidelines.

Student Vaccination Reports

Student-specific records can be generated and printed, including:

- Certificate of Immunization Status.
- All recorded vaccinations (by specific vaccine type).
- Vaccination summary (by vaccine family).
- Forecast (showing current immunization status and dates due).

Appendix B

HIPAA Privacy Rule and the Washington State Immunization Information System Disclosure to Head Start and/or ECEAP Agency Nurses (as of April 2004)

Please note: *This document is not intended to provide legal advice, and you are encouraged to seek your own counsel regarding HIPAA, FERPA, and Washington State laws.*

Disclosures for Public Health under HIPAA: The HIPAA Privacy Rule recognizes the legitimate need for public health authorities and others responsible for ensuring public health and safety to have access to protected health information to carry out their public health mission. The Privacy Rule permits a covered entity (i.e., healthcare provider) to disclose protected health information for public health activities and purposes without individual authorization (Section 164.512(b)(1)(i)). These activities include: "…for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions; or…" The U.S. Department of Health and Human Services, Office for Civil Rights guidance issued on December 4, 2002 further clarifies that the public health purpose does not need to be mandated by law (pp. 4-5).

Washington State Immunization Information System – Information Sharing: The Washington State Immunization Information System (the system) is a public health program administered by Washington State's public health agency, the Department of Health (the department). The activities conducted by the system are not covered functions under HIPAA and, as a result, the HIPAA privacy rules don't directly apply to the system. However, the department intends to comply with the spirit of the rule with regard to subsequent disclosure of protected health information contained in the Immunization Information System. Individually identified data will only be disclosed for the purpose of facilitating healthcare or conducting public health activities to prevent or control disease, in accordance with RCW 70.02, Washington's Health Care Information Access and Disclosure Act. The department has developed an Information Sharing Policy for the system that provides guidelines relative to information disclosure. This policy is incorporated into the Information Sharing Agreement for the system. The agreement defines the appropriate use of information in the system, and further delineates privacy, confidentiality, and security rules for use of the system.

Washington State Immunization Information System Disclosure to Head Start and /or ECEAP Agency Nurses: Since Head Start and/or ECEAP agency nurses are licensed healthcare providers, as described in RCW 70.02, and have a bona fide need-to-know the immunization status of students for the purpose of preventing or controlling disease, they are authorized to participate in the Washington State Immunization Information System (the system). Non-licensed program staff that are assigned by the agency nurse and have signed a confidentiality agreement may utilize the system to obtain information for immunization documentation and verification. In accordance with RCW 28A.210.100 and 28A.210.110 it is the parent's responsibility to submit immunization information to the agency. In utilizing the system, the agency nurse or assignee is facilitating parent report. As such, the agency nurse will provide information from the system to the parent of the child for which the information was obtained. The parent will be directed to review, amend if needed, sign, and submit to the agency. It is unlawful for the agency nurse or any assignee to submit information from the system directly to the agency without review by a parent or legal guardian.

References:

The following resources are provided for your convenience, but the department does not guarantee the accuracy of their content:

- http://www.hhs.gov/ocr/hipaa/privacy.html – OCR Guidance Explaining Significant Aspects of the Privacy Rule, 12/4/02
- http://www.hhs.gov/ocr/hipaa/guidelines/publichealth.pdf – OCR Guidance Specific to Public Health
- http://www.cdc.gov/nip/registry/hipaa6.htm – Summary about Disclosure to Public Health
- http://www.cdc.gov/cic/documents/publichealthprivacy.ppt – addresses the implications of the HIPAA privacy rule on public health practice - content approved by the OCR.
- http://www.leg.wa.gov/RCW/index.cfm?fuseaction=chapterdigest&chapter=70.02 – Washington's healthcare information access and disclosure act
- http://www.the department.wa.gov/cfh/Immunize/documents/schmanul.pdf – Washington's Immunization Manual for Schools and Child Care organizations
- http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html – Family Educational Rights and Privacy Act (FERPA)

Appendix C

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 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 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 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 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).

Appendix D

Confidentiality Agreement

As a Head Start/ECEAP agency employee and assignee of the licensed healthcare provider, I understand that I am responsible for maintaining the confidentiality of any data/information collected, maintained, stored, or analyzed within the Washington State Immunization Information System (the system) that I may handle during the course of my employment. Release of any data/information and documents must be in accordance with public disclosure or research laws and policies or other laws and policies controlling specific data/information.

I have read the *Confidentiality, Privacy, and Head Start/ECEAP Access to the Washington State Immunization Information System* statement regarding disclosure to agency nurses and understand the responsibilities I am assigned by the agency nurse. I recognize and respect the confidential nature of any data/information I may have access to in using the system. 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 authorized under the laws and policies indicated in the disclosure document. I recognize that maintaining confidentiality includes not discussing confidential data/information outside of the workplace. I agree to limit my own access to person-specific data in the system 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 agency nurse:

Prior to system access, a signed copy of this form completed by each assignee, will be on file with the agency nurse.

If you have a disability and need this document in another format, please call 1-800-525-0127 (711-TTY relay).