

# Arkansas

**Public Health Interjurisdictional Immunization  
Information System Memorandum of Understanding**

Public Health Interjurisdictional  
Immunization Information System  
Memorandum of Understanding

1. Parties. The parties to this Memorandum of Understanding (MOU) are the jurisdictions named below.
2. Purpose. This MOU sets out terms and conditions to provide for secure, electronic exchange of Immunization Information System (IIS) data between and among the parties. Data exchange between IIS helps ensure that complete and accurate immunization records are available at the point of care for all individuals in signatory jurisdictions, including individuals who move or receive care across state or other jurisdictional borders. Data exchange allows immunization providers to work more efficiently and supports public health's mission to protect the public from vaccine-preventable diseases through timely and appropriate vaccination of individuals of all ages, regardless of their place of residence, and reduces instances of overvaccination due to the lack of vaccination records.
3. Other communications. Nothing in this MOU is intended to limit other methods of communicating immunization information between or among the parties, including but not limited to communications that are verbal, in writing, by telephone, facsimile, or electronic.
4. IIS authorized user. Nothing in this MOU is intended to limit any jurisdiction from granting any other jurisdiction access to immunization information through its IIS interface, as an authorized user, with rights and privileges consistent with a party's law and policies, upon execution of an applicable user agreement.
5. Emergency powers. Nothing in this MOU is intended to limit any jurisdiction's exercise of authority during an emergency to collect, disclose or exchange immunization information.
6. Other agreements to share immunization data. This MOU does not supersede or nullify existing MOUs or other agreements among any of the parties to this MOU to share immunization data. Additionally, this MOU does not prohibit any party from entering into a separate agreement to share immunization with one or more parties to this MOU.
7. Definitions.

*HIPAA Privacy Rule.* The federal privacy regulations, 45 C.F.R. Parts 160 and 164, adopted by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191, 42 U.S.C. §300gg

*et seq.* The HIPAA Privacy Rule sets a minimum national standard for protecting the privacy and security of individually identifiable health information (“protected health information” or “PHI”). The HIPAA Privacy Rule applies to health plans, health care clearinghouses, and most health care providers (“covered entities”). It prohibits disclosure of an individual’s PHI unless the individual authorizes the disclosure or an exception applies. HIPAA allows covered entities to disclose immunization information, without the patient’s authorization, for purposes of treatment, as required by state law, or as authorized to a public health authority for the purpose of preventing or controlling disease, injury or disability including but not limited to public health surveillance, investigation, and intervention. 45 C.F.R. §§ 164.506, 164.512(a), 164.512(b).

*Jurisdiction.* A governmental entity, subject to the laws of the United States, which operates a population-based immunization information system. Jurisdiction may include a state, territorial, local, or federally-recognized tribal government.

*Immunization information.* Information, including demographic information, created within or received by an IIS that relates to the past, present, or future immunization status of an individual; the provision of vaccines to an individual; and medical and clinical information related to the immunization of an individual. Such information includes the IIS core data elements recommended by the Centers for Disease Control and Prevention (CDC) in its Immunization Information System Functional Standards, 2013-2017. For purposes of this MOU, “data” and “information” are used interchangeably.

*Immunization Information System or IIS.* A confidential, population-based, public health information system covering a defined geographic area that records and consolidates immunization doses administered by participating providers.

*Receiving party.* A party to this MOU that receives immunization information from another party to this MOU. *Receives* includes any form of accessing, querying, or otherwise obtaining immunization information from another party.

*Sending party.* A party to this MOU that provides immunization information to another party to this MOU. *Provides* includes any form of sending, transferring, delivering, or making accessible immunization information to another party.

**8. IIS data exchange.** Each party agrees to provide immunization information to the other parties to this MOU concerning individuals who have a relationship with the receiving party’s jurisdiction. Such relationships may include, but are not limited to individuals who reside in, work in, or obtain health care in the receiving party’s jurisdiction. Each sending party

determines what information it provides to each receiving party, based on the sending party's law and policies.

9. Information to be provided. Each party will provide the IIS core data elements, incorporated by the CDC in its IIS Functional Standards, 2013-2017, provided: (1) the sending party collects and has the capability to provide the core data element, and is permitted by its law to share the core data element and (2) the receiving party has the capability and capacity to receive the core data element. Appendix A identifies core data elements that each party is able to provide to and/or receive from other parties. Any party may agree to provide or receive additional data elements, to further the purpose of this MOU, as set out in Appendix A.

10. Manner information is to be provided and received. Each party will provide and receive data based on the timetable, format, and secure method of transport or access described in Appendix B. Data may be provided or received directly or through platforms, networks, exchanges, or other intermediaries, including but not limited to Health Information Organizations or Health Information Exchanges. Data may be provided or obtained manually or by using automated functions. The parties recognize that as technology evolves and changes, Appendix B may require periodic updates.

11. Incorporation of data. A party that receives IIS data from another party may incorporate the data into its IIS.

12. Control, use and disclosure of data. Absent exception, upon receipt, data are subject to the control of the receiving state. As such, the receiving party is responsible for maintenance, use and disclosure of data that it has received under this MOU, consistent with its laws and policies, as applicable.

EXCEPTION: A sending party must specify in Appendix C any limits on the receiving party's assumption and exercise of control over data that it receives from the sending party under this MOU.

13. Privacy and security. By signing this MOU, a party affirms that it has established and uses appropriate administrative, technical, and physical safeguards to protect the privacy and security of data received under this MOU and to prevent unauthorized use of or access to it. Each sending party, with regard to the data that it provides, is subject to the privacy and security provisions established within its own jurisdiction, and is not required to adhere to the law or policies of the receiving jurisdiction.

14. HIPAA Privacy Rule. Some sending parties to this MOU may be "covered entities" that must comply with the HIPAA Privacy Rule. By signing this MOU, a receiving party affirms that it is a "public health authority" as defined by the HIPAA Privacy Rule, 45 C.F.R. § 164.501, that is

authorized to receive immunization information, for the purpose of preventing or controlling disease, injury or disability.

15. No monetary exchange. Each party will provide its own personnel, equipment, material and services to implement this MOU. This MOU does not provide for monetary exchange among the parties.

16. Warranties. Each party will use its best efforts to ensure the accuracy and completeness of the data provided under this MOU and provide data according to the agreed schedule. If any party becomes aware of any material inaccuracies in its own IIS information or system, it agrees to communicate such inaccuracy to the receiving party/parties as soon as reasonably possible. However, no party guarantees the accuracy, completeness, or timeliness of the data it provides.

17. No third party beneficiaries. No one other than the parties to this MOU have any rights under this MOU.

18. Limitation of liability. No party is liable for any damages to any other party to this MOU or any third party. The parties will not have any recourse against each other and each waives claims of any kind for use or misuse of data shared under this MOU.

19. Period of MOU. This MOU begins when signed by any two parties and continues indefinitely, as long as there are at least two participating parties. The parties will review the terms of this MOU every two years from the date of execution by the first party. This MOU may be amended in writing at any time by mutual agreement of all of the parties.

20. Withdrawal and termination.

A. *Without cause.* Any party may withdraw its participation in this MOU, without cause, by providing thirty (30) calendar days written notice to all other parties. The withdrawal of less than all of the parties shall not be considered a termination of the MOU, and the remaining parties shall continue to participate under the terms of the MOU.

B. *Material breach.* A sending party, after written notice of material breach to all other parties, may discontinue providing information to a particular receiving party that has materially breached its responsibilities under this MOU but nonetheless continue to participate in this MOU and provide immunization information to other parties. Before such discontinuation, the sending party may provide the breaching party with fourteen (14) calendar days after receiving notice of a material breach to provide assurances deemed satisfactory to the sending party that: (a) reasonable steps are being taken to effect a cure; (b) such cure will be completed no later than thirty (30) calendar days from notice of the material breach; and (c)

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the breaching party has taken reasonable steps to prevent the recurrence of such material breach.

21. Notices. All notices required under this MOU shall be made to the agency representative, or his or her successor, as identified below.

22. Governing law. Each party shall be governed by the laws of its own jurisdiction and any applicable federal laws.

23. Entire agreement. This MOU, including the appendices to this MOU, specifies the entire agreement between the parties.

24. Counterparts. This MOU may be executed in any number of counterparts, each of which will be deemed to be an original with regard to the signatory, and all the counterparts together shall constitute one and the same MOU.

25. Severability. If any provision of this MOU is held invalid, such invalidity shall not affect the other provisions of the MOU that can be given effect.

26. Addition of parties: Additional jurisdictions may become signatories to this MOU upon approval by all parties.

27. Authority to sign: By signing this MOU, each party represents that it has the legal authority to enter into this MOU and bind its jurisdiction to its terms.


[Signatures begin next page]

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**Public Health Jurisdiction: Kansas**

Agency Name: Kansas Department of Health and Environment

Signed by: 

Print Name and Title: Jeff Andersen, Secretary

Date: 11-15-18

Name, title, and contact information for agency representative:

Phil Griffin, Bureau of Disease Control and Prevention Deputy Director  
[phil.griffin@ks.gov](mailto:phil.griffin@ks.gov)  
785-296-8893

**Public Health Jurisdiction: Arkansas**

Agency Name: Arkansas Department of Health

Signed by: 

Print Name and Title: W. Steven Carter, Chief Financial Officer

Date: 10.2.18

Name, title, and contact information for agency representative:

W. Steven Carter, Chief Financial Officer  
[Steve.Carter@arkansas.gov](mailto:Steve.Carter@arkansas.gov)  
501-614-5326

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Appendix A

In the table below, each party to this MOU identifies IIS core data elements and any additional data elements that it is able to provide to other parties and receive from other parties. Unless indicated otherwise, the IIS core data elements below are identical to CDC's list at <http://www.cdc.gov/vaccines/programs/iis/func-stds.html> - [appB](#), as accessed May 20, 2015.

Core Data Element	Jurisdiction A		Jurisdiction B		Jurisdiction C		Jurisdiction D	
	Send	Receive	Send	Receive	Send	Receive	Send	Receive
Patient ID (previously listed as "Medical Number")	X	X	X	X				
Patient ID: Assigning Authority ID (i.e., owning source)	X	X	X	X				
Patient ID: Type (e.g., medical record number, IIS ID)	X	X	X	X				
Patient Name: First	X	X	X	X				
Patient Name: Middle	X	X	X	X				
Patient Name: Last	X	X	X	X				
Patient Alias Name: First	X	X	X	X				
Patient Alias Name: Middle	X	X	X	X				
Patient Alias Name: Last	X	X	X	X				
Patient Date of Birth	X	X	X	X				
Patient Gender	X	X	X	X				
Patient Multiple Birth Indicator	X	X	X	X				
Patient Birth Order	X	X	X	X				
Responsible Person Name: First	X	X	X	X				
Responsible Person Name: Middle	X	X	X	X				
Responsible Person Name: Last	X	X	X	X				
Responsible Person Name: Relationship to Patient	X	X	X	X				
Mother's Name: First	X	X	X	X				
Mother's Name: Middle	X	X	X	X				
Mother's Name: Last	X	X	X	X				
Mother's Name: Maiden Last	X	X	X	X				
Patient Address: Street	X	X	X	X				
Patient Address: City	X	X	X	X				
Patient Address: State	X	X	X	X				
Patient Address: Country	X	X	X	X				
Patient Address: Zipcode	X	X	X	X				
Patient Address: County of Residence	X	X	X	X				
Race	X	X	X	X				
Ethnicity	X	X	X	X				

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Core Data Element	Jurisdiction A		Jurisdiction B		Jurisdiction C		Jurisdiction D	
	Send	Receive	Send	Receive	Send	Receive	Send	Receive
Birthing Facility Name	X	X	X	X				
Patient Birth State	X	X	X	X				
Patient Primary Language	X	X	X	X				
Patient Telephone Number	X	X	X	X				
Patient Telephone Number Type (e.g., home, cell)	X	X	X	X				
Patient E-mail Address	X	X	X	X				
Patient status indicator—Provider facility level	X	X	X	X				
Patient status indicator—IIS level	X	X	X	X				
Vaccine Product Type Administered	X	X	X	X				
Vaccination Administration Date	X	X	X	X				
Vaccine Manufacture Name	X	X	X	X				
Vaccine Lot Number	X	X	X	X				
Vaccine Expiration Date	X	X	X	X				
Vaccine dose volume and unit	X	X	X	X				
Vaccine Site of Administration	X	X	X	X				
Vaccine Route of Administration	X	X	X	X				
Vaccine Ordering Provider Name	X	X	X	X				
Vaccine Administering Provider Name	X	X	X	X				
Vaccine Administering Provider Suffix (e.g., MD, RN, LPN)	X	X	X	X				
Vaccination Event Information Source (i.e., administered or historical)	X	X	X	X				
VFC/grantee program vaccine eligibility at dose level	X	X	X	X				
VIS Type & Publication Date	X	X	X	X				
VIS Date given to patient	X	X	X	X				
Contraindication(s)/Precaution(s)	X	X	X	X				
Contraindication(s)/Precaution(s) Observation Date(s)	X	X	X	X				
* Medical contraindications with begin/end dates if time-limited	X	X	X	X				
Exemption(s)/Parent Refusal(s) of Vaccine	X	X	X	X				
Date of Exemption/Parent Refusal of Vaccine	X	X	X	X				
Vaccine Reaction(s)	X	X	X	X				
History of vaccine preventable disease (e.g., varicella)	X	X	X	X				
Date of History of Vaccine Preventable Disease	X	X	X	X				

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Core Data Element	Jurisdiction A		Jurisdiction B		Jurisdiction C		Jurisdiction D	
	Send	Receive	Send	Receive	Send	Receive	Send	Receive
* Patient status indicators that include active, inactive, MOGE, and other classifications	X	X	X	X				
* Other Data Element (specify)								
* Other Data Element (specify)								
* Other Data Element (specify)								

\* Not included in CDC core data elements.

Core Data Element	Jurisdiction E		Jurisdiction F		Jurisdiction G		Jurisdiction H	
	Send	Receive	Send	Receive	Send	Receive	Send	Receive
Patient ID (previously listed as "Medicaid Number")								
Patient ID: Assigning Authority ID (i.e., owning source)								
Patient ID: Type (e.g., medical record number, IIS ID)								
Patient Name: First								
Patient Name: Middle								
Patient Name: Last								
Patient Alias Name: First								
Patient Alias Name: Middle								
Patient Alias Name: Last								
Patient Date of Birth								
Patient Gender								
Patient Multiple Birth Indicator								
Patient Birth Order								
Responsible Person Name: First								
Responsible Person Name: Middle								
Responsible Person Name: Last								
Responsible Person Name: Relationship to Patient								
Mother's Name: First								
Mother's Name: Middle								
Mother's Name: Last								
Mother's Name: Maiden Last								

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Core Data Element	Jurisdiction E		Jurisdiction F		Jurisdiction G		Jurisdiction H	
	Send	Receive	Send	Receive	Send	Receive	Send	Receive
Patient Address: Street								
Patient Address: City								
Patient Address: State								
Patient Address: Country								
Patient Address: Zipcode								
Patient Address: County of Residence								
Race								
Ethnicity								
Birth Facility Name								
Patient Birth State								
Patient Primary Language								
Patient Telephone Number								
Patient Telephone Number Type (e.g., home, cell)								
Patient E-mail Address								
Patient status indicator— Provider facility level								
Patient status indicator— IIS level								
Vaccine Product Type Administered								
Vaccination Administration Date								
Vaccine Manufacture Name								
Vaccine Lot Number								
Vaccine Expiration Date								
Vaccine dose volume and unit								
Vaccine Site of Administration								
Vaccine Route of Administration								
Vaccine Ordering Provider Name								
Vaccine Administering Provider Name								
Vaccine Administering Provider Suffix (e.g., MD, RN, LPN)								
Vaccination Event Information Source (i.e., administered or historical)								
VFC/grantee program vaccine eligibility at dose level								
VIS Type & Publication Date								
VIS Date given to patient								
Contraindication(s)/Precaution(s)								
Contraindication(s)/Precaution(s) Observation Date(s)								

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Core Data Element	Jurisdiction E		Jurisdiction F		Jurisdiction G		Jurisdiction H	
	Send	Receive	Send	Receive	Send	Receive	Send	Receive
* Medical contraindications with begin/end dates if time-limited								
Exemption(s)/Parent Refusal(s) of Vaccine								
Date of Exemption/Parent Refusal of Vaccine								
Vaccine Reaction(s)								
History of vaccine preventable disease (e.g., varicella)								
Date of History of Vaccine Preventable Disease								
* Patient status indicators that include active, inactive, MOGE, and other classifications								
* Other Data Element (specify)								
* Other Data Element (specify)								
* Other Data Element (specify)								

\* Not included in CDC core data elements.

### Appendix B

In the table below, each party to this MOU identifies frequency and methods of exchange and transport.

Parties	Frequency	Method(s) of exchange	Method(s) of transport or access
Jurisdiction A*	Real-time	HL7 queries: Jurisdiction A agrees to provide data one client at a time through HL7 queries from other parties.	SOAP
Jurisdiction B	Real-time	HL7 queries: Jurisdiction B agrees to provide data one client at a time through HL7 queries from other parties.	SOAP
Jurisdiction C			
Jurisdiction D			
Jurisdiction E			
Jurisdiction F			

\* Frequency and methods included for Jurisdiction A for illustration purposes. Would need to add transport information.

Appendix C

In the table below, each sending party to this MOU identifies any limitations on maintenance, use or disclosure of data based on the sending party's law or policies.

Parties	Limitations on use and disclosure of data based on sending party's law or policies
Jurisdiction A	<p>AS per K.S.A <b>65-531. Immunization information and records; disclosure.</b> On and after July 1, 1996: (a) Except as provided further, information and records which pertain to the immunization status of persons against childhood diseases as required by K.S.A. <b>65-508</b>, and amendments thereto, may be disclosed and exchanged without a parent or guardian's written release authorizing such disclosure, to the following, who need to know such information to assure compliance with state statutes or to achieve age appropriate immunization status for children:</p> <ul style="list-style-type: none"> <li>(1) Employees of public agencies or departments;</li> <li>(2) health records staff of child care facilities, including, but not limited to, facilities licensed by the secretary of health and environment;</li> <li>(3) persons other than public employees who are entrusted with the regular care of those under the care and custody of a state agency including, but not limited to, operators of day care facilities, group homes, residential care facilities and adoptive or foster homes; and</li> <li>(4) health care professionals.</li> </ul> <p>(b) Notwithstanding K.S.A. <b>60-427</b>, and amendments thereto, or any other Kansas statute which provides for privileged information between a patient and a health care provider, there shall be no privilege preventing the furnishing of information and records as authorized by this section by any health care provider.</p> <p>(c) Information and records which pertain to the immunization status of persons against childhood diseases as required by K.S.A. <b>65-508</b>, and amendments thereto, whose parent or guardian has submitted a written statement of religious objection to immunization as provided in K.S.A. <b>65-508</b>, and amendments thereto, may not be disclosed or exchanged without a parent or guardian's written release authorizing such disclosure.</p> <p><b>History:</b> L. 1996, ch. 229, § 156; L. 2010, ch. 161, § 16; July 1.</p>
Jurisdiction B	<p>As per Act 432 of 1995, Ark. Code Ann. §§ 20-15-1201—1203 <b>Rules and Regulations Pertaining to Immunization Reporting:</b></p> <p>A. A statewide immunization registry shall be established and include data as specified by the Department.</p>

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Parties	Limitations on use and disclosure of data based on sending party's law or policies
	<p>1. All persons under 22 years of age receiving immunizations shall be enrolled into the registry. (As of January 1993, all newborns to Arkansas residents have been automatically enrolled.)</p> <p>2. Persons age 22 years or older may be enrolled into the registry.</p> <p>3. The minimum data elements to be furnished by the Provider in an immunization record in the immunization registry are:</p> <ul style="list-style-type: none"> <li>Clinic Name</li> <li>Clinic Code</li> <li>Name</li> <li>Date of Birth Address</li> <li>Mother's Name (Maiden name preferred)</li> <li>Gender &amp; Race</li> <li>Shot Type</li> <li>Date Immunization Given</li> <li>Provider Number</li> <li>Lot Number</li> <li>Insurance Status</li> <li>All previous immunizations if not given by the reporting Provider</li> <li>Vaccine Manufacturer</li> </ul> <p>B. All Providers who provide immunizations to persons under 22 years of age shall register with the Department. Providers who provide immunizations to persons age 22 years or older may register with the Department.</p> <p>1. Enrollment:</p> <ul style="list-style-type: none"> <li>a. The Section shall maintain a current listing of Providers.</li> <li>b. The Section shall respond to Providers by assigning a clinic code and supplying the Provider agreement (See Section IV.B.2.) for signature by a 3 physician or administrator.</li> <li>c. The Section's response shall also include instructions for the Provider to submit reports of doses given and make requests for immunization records.</li> </ul> <p>2. Department/Provider Agreement:</p> <p>A signed agreement shall be kept on file by the Section and the Provider. It shall specify the purpose for the information and outline required security/confidentiality measures. Statements on disclosure</p>

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Parties	Limitations on use and disclosure of data based on sending party's law or policies
	<p>of information specifying what and how information is to be released shall be included. Providers signing the agreement will specifically certify that information will be accessed only on persons for whom they have medical responsibility.</p> <p>C. All Providers shall report to the Department the administration of any childhood immunization to any person under twenty-two years of age.</p> <ol style="list-style-type: none"> <li>1. A Department approved format for the reporting of data shall be used by all Providers to report immunizations given.</li> <li>2. Providers shall submit information on immunizations provided within two weeks of administration.</li> <li>3. When reporting immunizations, previous unreported doses shall also be reported to provide a complete immunization history to the registry.</li> <li>4. Failure to report shall result in the Department contacting the Provider to encourage compliance. Continued non-compliance may result in sanctions not to exceed \$25.00 and/or removal from the Vaccine For Children (VFC) program.</li> </ol> <p>D. Providers may report immunizations given to individuals age 22 years or older to the registry.</p> <ol style="list-style-type: none"> <li>1. A Department approved format for the reporting of data shall be used by all Providers to report immunizations given.</li> <li>2. Providers should submit information on immunizations provided within two weeks of administration.</li> <li>3. When reporting immunizations, previous unreported doses, if available, should also be reported to provide a complete immunization history to the registry.</li> </ol> <p>E. The Department shall upon request make information regarding the immunization status of individuals in the registry available to an individual requesting a copy of his/her immunization record, the parents or legal guardians of the child, providers who report on the immunization status of individuals in their care and such other persons or organizations authorized by the Board. The Section will evaluate the written documentation requesting access to information from the registry. If the request is authorized within these regulations and criteria approved by the Board, the Section will grant access to the information.</p>

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Parties	Limitations on use and disclosure of data based on sending party's law or policies
	<p>1. Providers 4</p> <p>a. When written requests are used, they shall be made on letterhead and include the Provider's clinic code (if applicable), patient name, and date of birth.</p> <p>b. Phone requests shall be accepted, but only if the clinic code (if applicable) is provided along with patient name and date of birth.</p> <p>c. Faxed requests shall be submitted on letterhead and include the Provider's clinic code (if applicable), patient name and date of birth. The information shall be faxed or phoned to the numbers on file only.</p> <p>d. Electronic requests shall be accepted if they include the Provider's clinic code (if applicable), patient name and date of birth.</p> <p>2. Parents/Legal Guardians of Children/Self</p> <p>Parents/Legal Guardians of children/Self shall receive immunization information from the registry without providing consent for the release of information. Requests may be made in writing, in person, electronically, or by fax with requested qualifying the information.</p> <p>3. Other Persons or Organizations</p> <p>a. If accompanied by a HIPAA compliant authorization to disclose on AS Form 4000 signed by a parent or guardian, written requests shall be granted. The request shall include the patient name and date of birth. Information shall include the requesting party's name, mailing address, and phone number.</p> <p>b. Phone requests shall not be granted.</p> <p>c. Faxed and electronic requests shall be accompanied by a signed and dated authorization to disclose and include the patient name and date of birth. Information shall include the requesting party's name, email or mailing address, phone number, and fax number.</p> <p>d. Any licensed daycare facility responsible for ensuring compliance with immunization requirements may have read-only access after the submission of a signed user agreement.</p>

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Parties	Limitations on use and disclosure of data based on sending party's law or policies
	<p>4. Granting access to the registry does not commit the Department to any expense.</p> <p>F. Confidentiality of medical information shall be observed. The patient's name, date of birth, and immunization information shall be the only information released from the registry. No further identifying or contact information shall be disclosed.</p>
Jurisdiction C	
Jurisdiction D	
Jurisdiction E	
Jurisdiction F	