AIRA
AMERICAN IMMUNIZATION REGISTRY ASSOCIATION

Compiled Public Health IIS Interjurisdictional Memorandum of Understanding (MOU)

Update April 2021

Link to Signed MOUs Updated April 14, 2021

Alaska
Arkansas
Colorado
Connecticut
Delaware
District of Columbia
Idaho
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Michigan
Minnesota
Mississippi
Nebraska
Nevada
New Jersey
New York City
New York State
North Dakota
Ohio
Oklahoma
Palau
Philadelphia
Puerto Rico
Republic of the Marshall Islands
Rhode Island
San Diego
South Dakota
Tennessee
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin

Wyoming

Public Health IIS Interjurisdictional Memorandum of Understanding

This document provides a fillable form for a Memorandum of Understanding (MOU) for secure, electronic exchange of immunization information among governmental entities that operate a population-based immunization information system (IIS). It proposes terms and conditions that allow for the secure exchange of information among IIS. However, laws that govern IIS vary among jurisdictions, so AIRA recommends review by jurisdictional legal counsel prior to signing on. Authorized signatories may vary by jurisdiction.

The American Immunization Registry Association (AIRA) collaborated with the Network for Public Health Law to update this template. AIRA is serving as the Administrator of the MOU. The template was previously developed by the Partnership for Public Health Law, a collaborative of the Association of State and Territorial Health Officials, the National Association of County and City Health Officials, the American Public Health Association, and the National Association of Local Boards of Health. It was reviewed by immunization program staff and attorneys for several state health departments, and the final version was supported by the Interjurisdictional Community of Practice, a group co-facilitated by AIRA and the Association for State and Territorial Health Officials (ASTHO). Jurisdictions who signed previous versions of the MOU do not need to resign the most recent version.

The parties to this MOU are all IIS jurisdictions that have signed the MOU and submitted their signed copies to AIRA. These jurisdictions are then able to exchange data across jurisdictional lines. AIRA is not a party to the MOU.

Signed MOUs that include pages 2-9 of this fillable form should be submitted to AIRA via email to info@immregistries.org. Signed MOUs will be collated into one document and posted on the members only section of the AIRA website at repository.immregistries.org/resource/compiled-multistate-memoranda-of-understanding-for-interstate-exchange/ to provide visibility to all signatories.

Please send any questions regarding this template to info@immregistries.org.

1. Parties. The parties to this Memorandum of Understanding (MOU) are the jurisdictions that have signed this MOU, or the Revised Version, July 2019, and have provided their signed copies to the Administrator of the MOU. This MOU includes some non-substantive updates, but does not change the substantive terms of the Revised Version, July 2019.

2. Signature. By signing this MOU, the party agrees to abide by its terms and to use and disclose immunization information that it receives under this MOU consistent with the purpose of the MOU.

3. Administrator. This MOU is administered by the American Immunization Registry Association (AIRA), which is not a party to the MOU.

4. Purpose. This MOU sets out the terms and conditions, to which each party agrees, to provide for secure, electronic exchange of Immunization Information System (IIS) data between and among the parties. The purpose of this MOU is to facilitate data exchange between IIS to help ensure complete and accurate immunization records for all individuals in signatory jurisdictions, including individuals who move or receive care across state or other jurisdictional borders. Such data exchange allows immunization providers and other authorized IIS users 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.

5. 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.

6. 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.

7. 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.

8. Other agreements to share immunization data. Subject to Paragraph 31, 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.

9. 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 as adopted in the current version of the Immunization Information System Functional Standards. 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.

Immunization Information System Functional Standards. The current version of standards issued by the Immunization Information Systems Support Branch (IISSB), or its successor, of the Centers for Disease Control and Prevention (CDC), to describe the operations, data quality, and technology needed by IIS to support immunization programs, vaccination providers, and other immunization stakeholders.

Receiving party. A party to this MOU that receives immunization information from another party to this MOU. The term "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. The term "provides" includes any form of sending, transferring, delivering, or making accessible immunization information to another party.

10. IIS data exchange. Each party that signs this MOU agrees to provide immunization information to other parties that have signed this MOU, or the "2015/2016 MOU as set out in Paragraph 31, 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. Implementation of IIS data exchange between specific parties depends on their mutual agreement to the manner for information to be provided and received, as provided in Paragraph 12.

11. Information to be provided. Each sending party is encouraged to provide all IIS core data elements to the extent that the party collects and has the capability to provide these core data elements. However, each sending party retains the right to determine what data elements it will provide to other parties to the MOU.

12. Manner information is to be provided and received. Each party will provide and receive immunization information with one or more other parties based on mutually agreeable timetables, formats, and secure methods of transport or access. Data may be provided or received directly or through platforms, networks, exchanges, or other intermediaries, including but not limited to the ONC Public Health Immunization Data Exchange ("PHIZ" or "hub") pilot project, Health Information Organizations or Health Information Exchanges. Data may be provided or obtained manually or by using automated functions. The parties recognize that technology evolves and changes; consequently, the manner that information is to be provided and received may be modified by parties accordingly.

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

14. Control, use and disclosure of data. Upon receipt, immunization information is subject to the receiving state's control, use, and disclosure. As such, the receiving party is responsible for maintenance, use and disclosure of data that it has received under this MOU, consistent with the MOU's purpose and its laws and policies, as applicable.

15. Privacy and security. By signing this MOU, a party affirms that it implements written and approved confidentiality policies that protect the privacy of individuals whose data are contained in the system and 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.

16. 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.

17. 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.

18. 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.

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

20. Limitation of liability. Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this MOU.

21. Period of MOU. For each party, this MOU begins when AIRA receives a signed copy from the party and ends on the effective date of a party's withdrawal and/or termination under Paragraph 24.

22. Amendment of MOU. This MOU may be amended in writing at any time by mutual agreement of all of the parties. Amendments may be proposed by a party or by AIRA. AIRA will provide notice of a proposed amendment to the parties. Absent objection to the proposed amendment within thirty 30 calendar days thereafter, it will be deemed to be adopted and incorporated as an addendum to the MOU.

23. Withdrawal and termination.

A. Without cause. A party may withdraw its participation in this MOU, without cause, by providing thirty (30) calendar days written notice to AIRA.

B. Material breach. A sending party may discontinue providing information to a particular receiving party that has materially breached its responsibilities under this MOU by providing written notice of material breach to the particular receiving party along with an informational notice to AIRA. 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) the breaching party has taken reasonable steps to prevent the recurrence of such material breach.

24. Notices.

Notices required or desired under this MOU may be provided to a party or to AIRA by electronic mail; first class, registered or certified mail, postage prepaid mail; facsimile; personal delivery; or by a nationally recognized next day courier service.

Notices to a party shall be provided to the agency representative, or his or her successor, as identified below:

Name of party representative: _____

Title: _____

Contact information: _____

A party shall notify AIRA of any change of information concerning its agency representative within 5 (five) business days of the change. AIRA will display the name, title, and contract information for each party's current agency representative on its members only website that is accessible to all signatories to the MOU.

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

26. Entire agreement. This MOU specifies the entire agreement between the parties.

27. 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.

28. 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.

29. Addition of parties: Additional jurisdictions may become parties to this MOU by agreeing to its terms and submitting a signed copy of the current version of the MOU to AIRA.

30. Administrator's responsibilities. As administrator, AIRA will:

A. Keep and maintain signed original copies of this MOU from all signatories.
B. Keep and maintain signed original copies of addenda and amendments to the MOU, if any.
C. Maintain updates to contact information for signatories.
D. Receive and provide notices that are required by this MOU.
E. Publish and maintain on the members-only section of the AIRA Repository at https://repository.immregistries.org, information accessible to the parties to the MOU, including but not limited to, a list of all jurisdictions participating in the MOU, current contact information for each agency representative, a copy of the MOU signed by the parties, any signed addenda to the MOU, and information that shows parties that are exchanging immunization information with one another.
F. Provide additional support, as indicated, to facilitate execution and implementation of the MOU.

31. Transition Provision for Existing MOUs:

A. This paragraph applies to:
    I. Parties that are signatories to the Public Health Interjurisdictional Immunization Information System Memorandum of Understanding, dated June 23, 2015, revised March 7, 2016 ("2015/2016 MOU"), and
    II. Immunization information exchange between one or more IIS that has signed the 2015/2016 MOU but has not signed this MOU.

B. Parties to the 2015/2016 MOU are permitted to continue to operate under that MOU in order to exchange immunization information with any jurisdiction that has signed this MOU or the 2015/2016 MOU.
C. At such point that all parties to the 2015/2016 MOU have signed this MOU, this MOU shall supersede the 2015/2016 MOU and will be null and void.

32. 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.

33. Electronic Signature: Electronic signatures of the MOU and any amendments or addenda thereto are permitted to the extent that they are not prohibited by any applicable law.

Public Health Jurisdiction: _____

Agency Name: _____

Signed by: _____

Print Name and Title: _____

Date: _____