

Minnesota

**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 that have signed the MOU and have provided their signed copies to the Administrator of the MOU.
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: Miriam Muscoplat

Title: MIIC Manager, MIIC Operations Supervisor

Contact information: miriam.muscoplat@state.mn.us, 651-201-3617

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, including the appendices to 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 its members-only website at <https://aira.memberclicks.net/> 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: Minnesota

Agency Name: Minnesota Department of Health

Signed by: 

Print Name and Title: Jan K. Malcolm, Commissioner

Date: October 9, 2019

CONTAINS PRIVATE HEALTH DATA

STATE OF MINNESOTA

COUNTY OF RAMSEY

In Re: Disclosure of Health Data
Relating to Immunizations
Under Minnesota Statutes, Section
13.3805, subdivision 1, paragraph (b),
clause (3), to prevent and control
the spread of disease.

APPROVAL OF THE
COMMISSIONER OF
HEALTH

FINDINGS

1. As the Minnesota Commissioner of Health, I am authorized under state law, Minn. Stat. 144.05, Subd. 1 to facilitate, coordinate, provide, and support the organization of services for the prevention and control of illness and disease.
2. Under Minn. Stat § 13.3805, subd. 1(b)(3), I am authorized to disclose private health data to the extent necessary “to locate or identify a case, carrier, or suspect case, to alert persons who may be threatened by illness as evidenced by epidemiologic data, to control or prevent the spread of serious disease, or to diminish an imminent threat to the public health.”
3. Minnesota Statutes, section 13.3805, subdivision 1, paragraph (a), clause (2), defines “health data” as: “data on individuals created, collected, received, or maintained by the Department of Health, ... relating to the identification, description, prevention, and control of disease or as part of an epidemiologic investigation the commissioner designates as necessary to analyze, describe, or protect the public health
4. Minnesota health care providers furnish primary health care services to residents of other states, which include administering immunizations for vaccine preventable diseases.
5. Other states also furnish primary health care services to Minnesota residents, which include administering immunizations for vaccine preventable diseases.
6. All 50 states, Puerto Rico, American Samoa, and 12 large cities (e.g., NYC, D.C.) have web-based immunization information systems (IIS) that track immunizations given to residents. Minnesota’s system is called the Minnesota Immunization Information Connection (MIIC).
7. All immunization information systems follow the functional standards established by the National Immunization Program, which include protecting the confidentiality of health care information and ensuring the security of health care information. All systems comply with the Health Insurance Portability and Accountability Act (HIPAA) and conform to the Public

Health Information Network (PHIN) standards and use several layers of security and data encryption to protect data in the systems

8. Vaccine preventable diseases are very serious and can cause significant morbidity and/or mortality but can be controlled and prevented with appropriate health and medical interventions.
9. Most vaccine preventable diseases are highly infectious and can spread rapidly among non-immunized (vulnerable) and immunocompromised populations. Vaccines prevent the spread of future disease by protecting individuals who are immunized. In addition, vaccines prevent or reduce the spread of disease to non-immunized individuals.
10. Immunization information systems, such as MIIC, play an integral role in ensuring that children are up to date for immunizations; that health care providers have ready access to their patients' records; and that parents can ensure that their children are properly immunized for school entry purposes. MIIC and other state IIS' meet all of these needs, as well as the federal "Healthy People 2010 Goal" that all children ages 0-6 years will be enrolled in an immunization information system.
11. Immunization information systems are also increasingly playing an integral role in ensuring that adults are properly immunized and that health care providers have ready access to their patients' records.
12. In today's society, individuals frequently travel in and out of Minnesota from around the country for different reasons. They include:
 - Those who receive health care in Minnesota but reside in other states;
 - Those who permanently move to another state;
 - Those who travel to Minnesota for business and leisure
13. MIIC records for an individual who lives in Minnesota but receives their health care from a provider in another state are often not kept up to date since often neither the other state nor Minnesota share immunization data on their residents who receive care in the other state. Public health officials in other states would not be able to predict the probability or effectively monitor the spread of the disease because the state resident's record is not in their Immunization Information System (IIS). This same scenario would be true if there was a disease outbreak in Minnesota; Minnesota public health officials would not be able to predict the probability or effectively monitor the spread of the disease for Minnesota residents whose vaccination records are in another state's IIS, not in MIIC.
14. Knowing the immunization status of an individual can prevent the spread of disease (or exposure to it) by allowing the implementation of preventative measures if there is a vaccine-preventable disease outbreak or potential for an outbreak, i.e., vaccinating the unimmunized individual or separating vulnerable individuals from the diseased population. Since many vaccine-preventable diseases are spread easily and quickly, it is imperative that preventative measures begin as soon as the possibility of an outbreak is suspected.

15. Minnesotans travel in and out of the state for recreation, business, change of residency, and health care services, including receipt of immunizations.
16. Residents of other states travel in and out of Minnesota for health care services, business, recreation, and change of residency.
17. If a vaccine preventable disease outbreak occurred in another state, the other state's public health officials would not be able to monitor the immunization status of their residents who receive care in Minnesota, because those immunizations may be reported to MIIC only. The immunization record is not usually sent back to the other state's Department of Health for entry into their immunization information system. That state's public health officials would not be able to predict the probability or effectively monitor the spread of the disease because the resident's records are not in their system. This same scenario would be true if there was a disease outbreak in Minnesota; Minnesota public health officials would not be able to predict the probability or effectively monitor the spread of the disease for Minnesota residents whose vaccination records are in other states, not in MIIC.

CONCLUSIONS

1. The Minnesota Immunization Data Sharing Law, Minn. Stat § 144.3351, addresses sharing immunization data within the state of Minnesota. Immunization data is defined as "...patient's name, address, date of birth, gender, parent or guardian's name; and ...date vaccine was received, vaccine type, lot number, and manufacturer of all immunizations received by the patient, and whether there is a contraindication or an adverse reaction."
2. Minn. Stat § 13.3805, subdivision 1, paragraph (a), clause (2), defines "health data" as:

"data on individuals created, collected, received, or maintained by the Department of Health, ... relating to the identification, description, prevention, and control of disease or as part of an epidemiologic investigation the commissioner designates as necessary to analyze, describe, or protect the public health."

Immunization data fit the definition of health data because immunization data are data on individuals kept by MDH relating to prevention and control of disease.

3. Minn. Stat § 13.3805, subdivision 1, paragraph (b), clause (3), states:

"With the approval of the commissioner, health data may be disclosed to the extent necessary to assist the commissioner to locate or identify a case, carrier, or suspect case, to alert persons who may be threatened by illness as evidenced by epidemiologic data, to control or prevent the spread of serious disease, or to diminish an imminent threat to the public health."

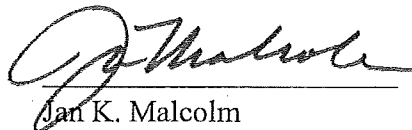
4. Because immunization data is a derived sub-set of health data, and vaccine-preventable diseases can be very dangerous and spread quickly and easily among populations, it is necessary to disclose MIIC immunization information to other health departments or similar agencies and their IIS in other jurisdictions, classified as private data under Minn. Stat § 13.3805, subdivision 1, paragraph (b), clause (1), in order to control or prevent the spread of serious disease, or to diminish an imminent threat to the public health. For purposes of this Commissioner's Approval, "other jurisdictions" includes a governmental entity, subject to the laws of the United States, and may include a state, territorial, local, or federally-recognized tribal government.
5. Minnesota's data sharing agreement with other jurisdictions will stipulate that they can only share with providers as long as it is for their patients. The agreement will also limit the information shared to the "immunization data" as defined in Minn. Stat. § 144.3351.

APPROVAL

Therefore, under the authority vested in me by Minnesota Statutes, section 13.3805, subdivision 1, paragraph (b), clause (3), I approve the disclosure of private MIIC data in the possession of MDH to other health departments or similar agencies and their IIS in other jurisdictions for the use in their IIS system to assist in the control or prevention of the spread of serious disease, and to diminish imminent threats to the public health.

March 14, 2019

Dated



Jan K. Malcolm
St. Paul, Minnesota
Commissioner of Health
State of Minnesota