

North Dakota

**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)

Partnership for Public Health Law Interjurisdictional IIS Data Sharing Memorandum of Understanding Template

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]

Partnership for Public Health Law Interjurisdictional IIS Data Sharing Memorandum of Understanding Template

Public Health Jurisdiction: State of North Dakota

Agency Name: North Dakota Department of Health

Signed by: Arvy Smith

Print Name and Title: Arvy Smith, Deputy State Health Officer

Date: July 28, 2016

Name, title, and contact information for agency representative:

Molly Howell, Immunization Program Director
701-328-4556
mahowell@nd.gov

Partnership for Public Health Law Interjurisdictional IIS Data Sharing Memorandum of Understanding Template

Appendix A

NDIIS information provided under this MOU is Protected Health Information subject to NDCC Chapter 23-01.3.

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	North Dakota	
	Send	Receive
Patient ID (previously listed as “Medicaid Number”)	X	X
Patient ID: Assigning Authority ID (i.e., owning source)	X	X
Patient ID: Type (e.g., medical record number, IIS ID)	X	X
Patient Name: First	X	X
Patient Name: Middle	X	X
Patient Name: Last	X	X
Patient Alias Name: First		
Patient Alias Name: Middle		
Patient Alias Name: Last		
Patient Date of Birth	X	X
Patient Gender	X	X
Patient Multiple Birth Indicator		
Patient Birth Order		
Responsible Person Name: First	X	X
Responsible Person Name: Middle		
Responsible Person Name: Last	X	X
Responsible Person Name: Relationship to Patient		
Mother’s Name: First	X	X
Mother’s Name: Middle	X	X
Mother’s Name: Last	X	X
Mother’s Name: Maiden Last	X	X
Patient Address: Street	X	X
Patient Address: City	X	X
Patient Address: State	X	X
Patient Address: Country		
Patient Address: Zipcode	X	X

Partnership for Public Health Law Interjurisdictional IIS Data Sharing Memorandum of Understanding Template

Core Data Element	North Dakota	
	Send	Receive
Patient Address: County of Residence	X	X
Race	X	X
Ethnicity	X	X
Birth Facility Name		
Patient Birth State		
Patient Primary Language		
Patient Telephone Number	X	X
Patient Telephone Number Type (e.g., home, cell)	X	X
Patient E-mail Address		
Patient status indicator—Provider facility level		
Patient status indicator—IIS level	X	X
Vaccine Product Type Administered	X	X
Vaccination Administration Date	X	X
Vaccine Manufacture Name	X	X
Vaccine Lot Number	X	X
Vaccine Expiration Date	X	X
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)	X	X
VFC/grantee program vaccine eligibility at dose level	X	X
VIS Type & Publication Date		
VIS Date given to patient		
Contraindication(s)/Precaution(s)		
Contraindication(s)/Precaution(s) Observation Date(s)		
* Medical contraindications with begin/end dates if time-limited		
Exemption(s)/Parent Refusal(s) of Vaccine	X	X
Date of Exemption/Parent Refusal of Vaccine	X	X
Vaccine Reaction(s)	X	X

Partnership for Public Health Law Interjurisdictional IIS Data Sharing Memorandum of Understanding Template

Core Data Element	North Dakota	
	Send	Receive
History of vaccine preventable disease (e.g., varicella)	X	X
Date of History of Vaccine Preventable Disease	X	X
* Patient status indicators that include active, inactive, MOGE, and other classifications	X	X
* 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
North Dakota	Real-time	HL7 queries: North Dakota agrees to provide data one client at a time through HL7 queries from other parties.	SOAP/HTTPS

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
North Dakota	<p>Receiving parties may use or disclose information from the NDIIIS only if there is a specific nexus between an individual's identity and a threat of a specific disease, death or injury to any individual or the public health, and use or disclosure of the individual's identity would allow the receiving party to prevent or significantly reduce the possibility of disease, injury or death to any individual or the public health.</p> <p>NDIIIS information provided under this MOU is Protected Health Information subject to NDCC Chapter 23-01.3.</p>