



**AIRA**

AMERICAN IMMUNIZATION  
REGISTRY ASSOCIATION

# **Compiled Multistate Memoranda of Understanding for Interstate Exchange**

---

UPDATED 8-2018

Summary Comparison of terms of data sharing, as set out in MOU  
(Signed MOUs appear in this order)

<b>State</b>	<b>Appendix A – Core data elements<sup>1</sup></b> Each state checks data elements that it can provide and receive.	<b>Appendix B – frequency, method of exchange and transport/access.</b>	<b>Appendix C – variation in terms because of state law or policy</b>
<b>Colorado</b>	Colorado is able to send and receive all data elements except “Patient status indicator – Provider facility level.”	<p>Real-time – Colorado agrees to provide direct access to its IIS web application for client look-up. Method of transport/access is direct IIS access.</p> <p>Real-time – Colorado agrees to provide data one client at a time through HL7 queries from other parties. Method of transport/access is Colorado HL7 messaging gateway.</p> <p>Weekly – Batch data exchange. Colorado agrees to provide a data file to each party of individuals who reside in that party’s jurisdiction. Method of transport/access is Secure FTP.</p>	No limitations listed.
<b>Idaho</b>  <b>Idaho continued</b>	Of 61 data elements, Idaho is able to send 41 data elements and receive 41 data elements. The data elements that it can send and receive do not mirror one another in all instances.	<p>Real-time – Idaho agrees to provide data one client at a time through HL7 queries from other parties. Method of transport/access is SOAP with CDC WSDL unidirectional and bidirectional HL7 2.4 and 2.5.1.</p> <p>Weekly – Batch data exchange. Idaho agrees to provide a data file to each party of individuals who reside in that party’s jurisdiction. Method of transport/access is Flat File; HL7 2.4; HL7 2.5.1 unidirectional and bidirectional.</p>	<p>Idaho law does not allow for insurance payer access; parents can have access to IRIS (IIS) <u>through</u> authorized users.</p> <p>Note: The Idaho Department of Health and Welfare included the statement above to inform jurisdictions that send immunization information to it that it cannot provide insurance payers with access to its IIS (Idaho's Immunization Reminder Information System or IRIS)</p>

<sup>1</sup> 61 data elements are listed, which includes 60 CDC data elements + an additional data element for patient status indicators that include active, inactive, MOGE, and other classification.

<b>State</b>	<b>Appendix A – Core data elements<sup>1</sup></b> Each state checks data elements that it can provide and receive.	<b>Appendix B – frequency, method of exchange and transport/access.</b>	<b>Appendix C – variation in terms because of state law or policy</b>
			under Idaho Statutes. It also wanted to inform jurisdictions that send immunization information that at this time, IRIS does not have functionality to allow direct parent access to immunization histories, thus, parents will need to access information from IRIS through authorized users.
<b>Michigan</b>	No information	No information	No information
<b>Minnesota</b>	Of 61 data elements, Minnesota is able to send 47 data elements and receive 50 data elements. All data elements that it can send, it can also receive. While it can receive race, ethnicity, and primary language, it cannot send these. Minnesota law limits data that can be shared to patient's name, address, date of birth, gender, parent or guardian's name, 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 indication. Section 144.3351.	Real-time – technology not yet available. Minnesota agrees to provide data one client at a time through HL7 queries from other parties. Transport/access method is SOAP.  Weekly – Batch data exchange. Minnesota agrees to provide a data file to each party of individuals who reside in that party's jurisdiction. Transport/access method is PHIN-MS or other automated process.	Receiving state must comply with Section 144.3351, which limits data to be shared to parties listed in the law and elements to be shared to elements listed in the law. Data may be transferred only to states/parties that are serving the IIS participant.
<b>North Dakota</b>  <b>North Dakota</b> continued	Of 61 data elements listed, North Dakota is able to provide and receive 37. All data elements that it can send, it also can receive.	Real-time – North Dakota agrees to provide data one client at a time through HL7 queries from other parties. Method of transport/access is SOAP/HTTPS.  North Dakota does not list batch data exchange.	Receiving parties may use or disclose information from the NDIIS 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

<b>State</b>	<b>Appendix A – Core data elements<sup>1</sup></b> Each state checks data elements that it can provide and receive.	<b>Appendix B – frequency, method of exchange and transport/access.</b>	<b>Appendix C – variation in terms because of state law or policy</b>
			<p>party to prevent or significantly reduce the possibility of disease, injury or death to any individual or the public health.</p> <p>NDIIS information provided under the MOU is Protected Health Information subject to NDCC Chapter 23-01.3. [Note, this law covers further disclosure by a receiving party, requiring compliance with the terms above].</p>
<b>Wisconsin</b>	Wisconsin did not complete Appendix A to indicate data elements that it can send and receive.	<p>Real-time – Wisconsin agrees to provide data one client at a time through HL7 queries from other parties. No method of transport/access is listed.</p> <p>Weekly – Batch data exchange. Wisconsin agrees to provide a data file to each party of individuals who reside in that party’s jurisdiction. No method of transport/access listed.</p>	No limitations listed.

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)

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.

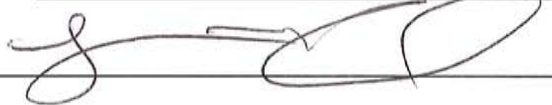
[Signatures begin next page]

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

---

**Public Health Jurisdiction:** Colorado

Agency Name: Colorado Department of Public Health and Environment

Signed by: 

Print Name and Title: Larry Wolk, MD, MSPH Executive Director and Chief Medical Officer

Date: 5/2/16

Name, title, and contact information for agency representative:

Heather Roth, Program Manager, Colorado Immunization Information System

[heather.roth@state.co.us](mailto:heather.roth@state.co.us), 303-692-2289

**Public Health Jurisdiction:** \_\_\_\_\_

Agency Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name, title, and contact information for agency representative:

\_\_\_\_\_  
\_\_\_\_\_

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

---

**Public Health Jurisdiction:** \_\_\_\_\_

Agency Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name, title, and contact information for agency representative:

\_\_\_\_\_  
\_\_\_\_\_

**Public Health Jurisdiction:** \_\_\_\_\_

Agency Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name, title, and contact information for agency representative:

\_\_\_\_\_  
\_\_\_\_\_

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

---

**Public Health Jurisdiction:** \_\_\_\_\_

Agency Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name, title, and contact information for agency representative:

\_\_\_\_\_

\_\_\_\_\_

**Public Health Jurisdiction:** \_\_\_\_\_

Agency Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name, title, and contact information for agency representative:

\_\_\_\_\_

\_\_\_\_\_

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

---

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	Colorado		Jurisdiction B		Jurisdiction C		Jurisdiction D	
	Send	Receive	Send	Receive	Send	Receive	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	X	X						
Patient Alias Name: Middle	X	X						
Patient Alias Name: Last	X	X						
Patient Date of Birth	X	X						
Patient Gender	X	X						
Patient Multiple Birth Indicator	X	X						
Patient Birth Order	X	X						
Responsible Person Name: First	X	X						
Responsible Person Name: Middle	X	X						
Responsible Person Name: Last	X	X						
Responsible Person Name: Relationship to Patient	X	X						
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	X	X						
Patient Address: Zipcode	X	X						
Patient Address: County of Residence	X	X						
Race	X	X						
Ethnicity	X	X						

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

Core Data Element	Colorado		Jurisdiction B		Jurisdiction C		Jurisdiction D	
	Send	Receive	Send	Receive	Send	Receive	Send	Receive
Birthing Facility Name	X	X						
Patient Birth State	X	X						
Patient Primary Language	X	X						
Patient Telephone Number	X	X						
Patient Telephone Number Type (e.g., home, cell)	X	X						
Patient E-mail Address	X	X						
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	X	X						
Vaccine Site of Administration	X	X						
Vaccine Route of Administration	X	X						
Vaccine Ordering Provider Name	X	X						
Vaccine Administering Provider Name	X	X						
Vaccine Administering Provider Suffix (e.g., MD, RN, LPN)	X	X						
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	X	X						
VIS Date given to patient	X	X						
Contraindication(s)/Precaution(s)	X	X						
Contraindication(s)/Precaution(s) Observation Date(s)	X	X						
* Medical contraindications with begin/end dates if time-limited	X	X						
Exemption(s)/Parent Refusal(s) of Vaccine	X	X						
Date of Exemption/Parent Refusal of Vaccine	X	X						
Vaccine Reaction(s)	X	X						
History of vaccine preventable disease (e.g., varicella)	X	X						
Date of History of Vaccine Preventable Disease	X	X						

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

---

Core Data Element	Colorado		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						
* 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								

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

---

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)								

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

---

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.

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

---

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
Colorado	Real-time	Direct IIS access: Colorado agrees to provide direct access to its IIS web application for client look-up.	Direct IIS access
	Weekly	Batch data exchange: Colorado agrees to provide a data file to each party of individuals who reside in that party's jurisdiction.	Secure FTP
	Real-time	HL7 queries: Colorado agrees to provide data one client at a time through HL7 queries from other parties.	Colorado HL7 messaging gateway
Jurisdiction B			
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
Colorado	Not applicable
Jurisdiction B	
Jurisdiction C	
Jurisdiction D	
Jurisdiction E	
Jurisdiction F	



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: Idaho

Agency Name: Idaho Department of Health and Welfare

Signed by:  \_\_\_\_\_

Print Name and Title: Richard M. Armstrong, Director

Date: 1-31-2017

Name, title, and contact information for agency representative:

Jennifer Baker, Idaho Immunization Program IIS Manager

Phone: (208) 334-5711, email: [Jennifer.Baker@dhw.idaho.gov](mailto:Jennifer.Baker@dhw.idaho.gov)

Public Health Jurisdiction: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name, title, and contact information for agency representative:

\_\_\_\_\_

\_\_\_\_\_

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

---

**Public Health Jurisdiction:** \_\_\_\_\_

Agency Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name, title, and contact information for agency representative:

\_\_\_\_\_

\_\_\_\_\_

**Public Health Jurisdiction:** \_\_\_\_\_

Agency Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name, title, and contact information for agency representative:

\_\_\_\_\_

\_\_\_\_\_

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

---

**Public Health Jurisdiction:** \_\_\_\_\_

Agency Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name, title, and contact information for agency representative:

\_\_\_\_\_  
\_\_\_\_\_

**Public Health Jurisdiction:** \_\_\_\_\_

Agency Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name, title, and contact information for agency representative:

\_\_\_\_\_  
\_\_\_\_\_

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

---

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 "Medicaid Number")								
Patient ID: Assigning Authority ID (i.e., owning source)	X	X						
Patient ID: Type (e.g., medical record number, IIS ID)	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	X	X						
Responsible Person Name: Last	X	X						
Responsible Person Name: Relationship to Patient	X	X						
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	X	X						
Patient Address: Zipcode	X	X						
Patient Address: County of Residence	X	X						
Race	X	X						
Ethnicity	X	X						

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

---

Core Data Element	Jurisdiction A		Jurisdiction B		Jurisdiction C		Jurisdiction D	
	Send	Receive	Send	Receive	Send	Receive	Send	Receive
Birthing 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		X						
Patient status indicator—IIS level		X						
Vaccine Product Type Administered	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	X	X						
Vaccine Site of Administration	X	X						
Vaccine Route of Administration	X	X						
Vaccine Ordering Provider Name	X	X						
Vaccine Administering Provider Name	X	X						
Vaccine Administering Provider Suffix (e.g., MD, RN, LPN)	X	X						
Vaccination Event Information Source (i.e., administered or historical)	X	X						
VFC/grantee program vaccine eligibility at dose level								
VIS Type & Publication Date								
VIS Date given to patient								
Contraindication(s)/Precaution(s)	X	X						
Contraindication(s)/Precaution(s) Observation Date(s)	X	X						
* 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)	X	X						
History of vaccine preventable disease (e.g., varicella)								
Date of History of Vaccine Preventable Disease								

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

---

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						
* 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								

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

---

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)								

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

---

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* (Idaho)	Weekly	Batch data exchange: Jurisdiction A agrees to provide a data file to each party of individuals who reside in that party's jurisdiction.	Flat File; HL7 2.4; HL7 2.5.1 unidirectional and bidirectional
	Real-time	HL7 queries: Jurisdiction A agrees to provide data one client at a time through HL7 queries from other parties.	SOAP with CDC WSDL unidirectional and bidirectional HL7 2.4 only
Jurisdiction B			
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 (Idaho)	Idaho law does not allow for insurance payer access; parents can have access to IRIS (IIS) <u>through</u> authorized users
Jurisdiction B	
Jurisdiction C	
Jurisdiction D	
Jurisdiction E	
Jurisdiction F	

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

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

---

*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

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

---

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

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

---

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:** Michigan

**Agency Name:** Michigan Department of Health and Human Services

**Signed by:** Cynthia Green-Edwards

**Print Name and Title:** Cynthia Green-Edwards, Director, Compliance Office

**Date:** April 10, 2017

**Name, title, and contact information for agency representative:**

Bob Swanson, Director, Division of Immunization

333 South Grand Ave., Lansing, MI 48909. 517-335-8159

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

---

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	Michigan		Jurisdiction B		Jurisdiction C		Jurisdiction D	
	Send	Receive	Send	Receive	Send	Receive	Send	Receive
Patient ID (previously listed as "Medicaid Number")		X						
Patient ID: Assigning Authority ID (i.e., owning source)		X						
Patient ID: Type (e.g., medical record number, IIS ID)		X						
Patient Name: First	X	X						
Patient Name: Middle	X	X						
Patient Name: Last	X	X						
Patient Alias Name: First	X	X						
Patient Alias Name: Middle	X	X						
Patient Alias Name: Last	X	X						
Patient Date of Birth	X	X						
Patient Gender	X	X						
Patient Multiple Birth Indicator	X	X						
Patient Birth Order	X	X						
Responsible Person Name: First	X	X						
Responsible Person Name: Middle	X	X						
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	X	X						
Patient Address: Zipcode	X	X						
Patient Address: County of Residence	X	X						

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

Core Data Element	Michigan		Jurisdiction B		Jurisdiction C		Jurisdiction D	
	Send	Receive	Send	Receive	Send	Receive	Send	Receive
Race		X						
Ethnicity		X						
Birth Facility Name		X						
Patient Birth State		X						
Patient Primary Language		X						
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								
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	X	X						
Vaccine Site of Administration	X	X						
Vaccine Route of Administration	X	X						
Vaccine Ordering Provider Name	X	X						
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								
Date of Exemption/Parent Refusal of Vaccine	X	X						
Vaccine Reaction(s)								
History of vaccine preventable disease (e.g., varicella)	X	X						

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

---

Core Data Element	Michigan		Jurisdiction B		Jurisdiction C		Jurisdiction D	
	Send	Receive	Send	Receive	Send	Receive	Send	Receive
Date of History of Vaccine Preventable Disease	X	X						
* 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.

\* Not included in CDC core data elements.

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

---

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*	Weekly	Batch data exchange: Michigan agrees to provide a data file to each party of individuals who reside in that party's jurisdiction.	
	Real-time	HL7 queries: Michigan agrees to provide data one client at a time through HL7 queries from other parties.	
Jurisdiction B			
Jurisdiction C			
Jurisdiction D			
Jurisdiction E			
Jurisdiction F			

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

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

---

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	
Jurisdiction B	
Jurisdiction C	
Jurisdiction D	
Jurisdiction E	
Jurisdiction F	

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: Minnesota

Agency Name: Minnesota Department of Health

Signed by: 

Print Name and Title: Edward P. Ellinger, Commissioner

Date: 4/8/16

Name, title, and contact information for agency representative:

Erin Roche, IIS Manager, Minnesota Department of Health, 651-201-5591, erin.roche@state.mn.us

Public Health Jurisdiction: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name, title, and contact information for agency representative:

\_\_\_\_\_  
\_\_\_\_\_

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

---

**Public Health Jurisdiction:** \_\_\_\_\_

Agency Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name, title, and contact information for agency representative:

\_\_\_\_\_  
\_\_\_\_\_

**Public Health Jurisdiction:** \_\_\_\_\_

Agency Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name, title, and contact information for agency representative:

\_\_\_\_\_  
\_\_\_\_\_

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

---

**Public Health Jurisdiction:** \_\_\_\_\_

Agency Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name, title, and contact information for agency representative:

\_\_\_\_\_  
\_\_\_\_\_

**Public Health Jurisdiction:** \_\_\_\_\_

Agency Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name, title, and contact information for agency representative:

\_\_\_\_\_  
\_\_\_\_\_

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

---

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-appxB.pdf>, as accessed May 20, 2015.

Core Data Element	Minnesota	
	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	X	X
Patient Name: Middle	X	X
Patient Name: Last	X	X
Patient Alias Name: First	X	X
Patient Alias Name: Middle	X	X
Patient Alias Name: Last	X	X
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	X	X
Responsible Person Name: Last	X	X
Responsible Person Name: Relationship to Patient	X	X
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	X	X
Patient Address: Zipcode	X	X
Patient Address: County of Residence	X	X
Race		X

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

---

Core Data Element	Minnesota	
	Send	Receive
Ethnicity		X
Birth Facility Name		
Patient Birth State		
Patient Primary Language		X
Patient Telephone Number	X	X
Patient Telephone Number Type (e.g., home, cell)	X	X
Patient E-mail Address	X	X
Patient status indicator—Provider facility level		
Patient status indicator—IIS level		
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	X	X
Vaccine Site of Administration	X	X
Vaccine Route of Administration	X	X
Vaccine Ordering Provider Name	X	X
Vaccine Administering Provider Name	X	X
Vaccine Administering Provider Suffix (e.g., MD, RN, LPN)	X	X
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	X	X
VIS Date given to patient	X	X
Contraindication(s)/Precaution(s)		
Contraindication(s)/Precaution(s) Observation Date(s)		
* Medical contraindications with begin/end dates if time-limited	X	X
Exemption(s)/Parent Refusal(s) of Vaccine	X	X
Date of Exemption/Parent Refusal of Vaccine	X	X
Vaccine Reaction(s)	X	X
History of vaccine preventable disease (e.g., varicella)	X	X

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

---

Core Data Element	Minnesota	
	Send	Receive
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
Minnesota	Weekly	Batch data exchange: Minnesota agrees to provide a data file to each party of individuals who reside in that party's jurisdiction.	PHIN-MS or other automatic process
	Real-time (technology not yet available)	HL7 queries: Minnesota agrees to provide data one client at a time through HL7 queries from other parties.	SOAP

\* 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
Minnesota	Receiving state must comply with the following Minnesota Statutes: ■ <b>Minnesota Statutes §144.3351. Minnesota Immunization Data Sharing Law. 144.3351 - 2015 Minnesota Statutes</b>

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)

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>

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. 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

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

---

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.

7. 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.

8. 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.

9. 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.

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

11. 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.

12. 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.

13. 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.

14. 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.

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

---

15. 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.

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

17. 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.

18. 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.

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

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

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

---

21. Governing law. Each party shall be governed by the laws of its own jurisdiction and any applicable federal laws.
22. Entire agreement. This MOU, including the appendices to this MOU, specifies the entire agreement between the parties.
23. 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.
24. 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.
25. Addition of parties: Additional jurisdictions may become signatories to this MOU upon approval by all parties.
26. 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]

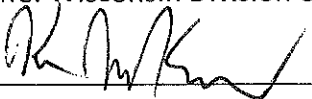
*Partnership for Public Health Law Interjurisdictional IIS Data Sharing Memorandum of Understanding Template*

---

Signature Page

**Public Health Jurisdiction:** Wisconsin\_

Agency Name: Wisconsin Division of Public Health

Signed by:  \_\_\_\_\_

Karen McKeown, State Health Officer and Administrator, Division of Public Health,  
Wisconsin Department of Health Services

Date: 8/3/16

Name, title, and contact information for agency representative:

Stephanie Schauer, Ph.D.  
Immunization Program Manager  
1 West Wilson Street  
Madison, WI 53701  
608-264-9884  
Stephanie.schauer@wisconsin.gov

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

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-appxB.pdf>, as accessed May 20, 2015.

Core Data Element	[Insert Jurisdiction’s name here and check boxes below as applicable – please note, this header row is set up to repeat the name of your jurisdiction at the top of each page of Appendix A]	
	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		
Patient Address: Street		

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

Core Data Element	[Insert Jurisdiction's name here and check boxes below as applicable -- please note, this header row is set up to repeat the name of your jurisdiction at the top of each page of Appendix A]	
	Send	Receive
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)		

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

---

Core Data Element	[[Insert Jurisdiction's name here and check boxes below as applicable – please note, this header row is set up to repeat the name of your jurisdiction at the top of each page of Appendix A]]	
	Send	Receive
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)		
* 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.

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

---

**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*	Weekly	Batch data exchange: Jurisdiction A agrees to provide a data file to each party of individuals who reside in that party's jurisdiction.	
	Real-time	HL7 queries: Jurisdiction A agrees to provide data one client at a time through HL7 queries from other parties.	
[Insert Jurisdiction's name here and complete as applicable]			

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

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

---

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
[Insert Jurisdiction's name here and complete if applicable to your jurisdiction. If not applicable, please indicate "not applicable" in the next cell]	

