



CHILD Profile

Health Care Provider or Local Health Jurisdiction Information Sharing Agreement

- I. This is an agreement (“Agreement”) between the Washington State Department of Health (“DOH”), and _____ (“Provider”) for the exchange of Immunization Data.
- II. The statewide CHILD Profile Immunization Registry System (“CHILD Profile”) serves as a data repository and data retrieval facility for health care providers and health plans, to exchange immunization data in order to provide or coordinate health care for their patients. Access to immunization data in CHILD Profile may be accomplished using one or more of the connectivity methods described in Appendix A.
- III. The Provider entering into this Agreement is (check one):
 - An individual who is licensed, certified, registered or otherwise authorized by the laws of the State of Washington to provide health care in the practice of his or her profession or in the ordinary course of his or her business.
 - A professional corporation or limited liability company, public agency or other entity or organization which is authorized or otherwise qualified to and does provide health care services through individual shareholders, members, officers, employees, contractors, or other personnel who are licensed, certified, registered or otherwise authorized to provide health care in the practice of their profession(s) or in the ordinary course of their business(es).

IV. The Provider's Obligation to Supply Information to CHILD Profile

- A. The Provider will make reasonable efforts to 1) initiate new entries in CHILD Profile after providing immunization care to a patient for whom no pre-existing record exists, 2) update Immunization Data in CHILD Profile as needed, and 3) edit a record that is incorrect or incomplete, or notify CHILD Profile staff of a potential error if the Provider believes any information contained in the record is not true, accurate, or complete.
- B. The Provider shall strive to provide timely, accurate, and complete data, and acknowledges that other providers will rely on this information in making decisions concerning patient care. The Provider expressly agrees to indemnify, defend and hold harmless DOH for any claim for damages, which may arise from the Provider’s supply of knowingly or intentionally false or materially inaccurate or materially incomplete immunization data to CHILD Profile.

V. DOH's Obligation to Maintain Provider and Patient Confidentiality

DOH has adopted a **CHILD Profile Information Sharing Policy** (Appendix B) which guides its practice with respect to release of patient-specific, provider-specific, and health plan-specific data. The provisions of this policy are incorporated into this Agreement

VI. Joint Obligations to Maintain Patient Privacy

The parties agree that:

- A. DOH may amend these Obligations 1) in order to comply with newly enacted or amended state or federal laws or regulations, 2) in response to a previously unanticipated risk of breach of privacy which may become apparent in the operation of the information system, 3) in order to adopt standards, features or procedures which DOH may deem more effective in the protection of privacy, or 4) in order to adopt other new or enhanced information system standards, feature or procedures, so long as such new standards, features or procedures do not reduce or interfere with established privacy protections. Such amendments will be incorporated into this Agreement and will become effective upon DOH's written communication of the change to the Provider. Such amendments shall not affect the other provisions of this contract.
- B. The Provider shall disclose information about individual patients, received from other providers through CHILD Profile only to those patients, their parents or other legal guardians (if applicable), to the Provider's employees, contractors, officers, agents or other affiliates authorized to act on behalf of the Provider under this Agreement, or to Providers who need the information in order to provide health care to that patient, unless 1) the Provider obtains a release under the terms stated below, or 2) a court order requires such disclosure.
- C. DOH shall disclose information about individual patients only to those patients, their parents or other legal guardians (if applicable), to providers subject to an Information Sharing Agreement with DOH, to Health Plans that have entered into a Health Plan Information Sharing Agreement with DOH, unless 1) DOH obtains a release under the terms stated below, or 2) a court order requires such disclosure.
- D. If either DOH or the Provider discloses information pursuant to a release, which is otherwise barred from disclosure under this Agreement, the party making the disclosure shall ensure that the release is 1) in writing, with a copy retained by the disclosing party, 2) executed by a person with the legal authority to enter into such a release, 3) legally applicable to the information to be disclosed, and 4) effective on the date of the disclosure.
- E. The Provider shall ensure that CHILD Profile user ID's and passwords are disclosed only to individuals authorized by the Provider to access patient Immunization Data. In the event the Provider discovers that CHILD Profile's privacy and security have been breached, the Provider shall notify DOH immediately.
- F. Any Immunization Data the Provider obtains from CHILD Profile about individual patients may only be used by the Provider and its Personnel for the purpose of providing immunizations or otherwise coordinating health care for its Patients. In the event the Provider discovers that any person associated with the Provider may have accessed information for any other purpose, the Provider shall notify DOH immediately.

VII. Information to be Provided by DOH

- A. **Information Services Available to the Provider** at no charge under this Agreement are set forth in Appendix A. DOH may make additional or enhanced information services available to the Provider, from time to time, by giving written notice of the changes.
- B. DOH acknowledges that the Provider and its Personnel will use the Immunization Data supplied by CHILD Profile for the purpose of providing immunizations or otherwise coordinating health care for its patients. DOH does not guarantee, but will use its best efforts to contribute to, the truth, accuracy or completeness of any information provided under this Agreement, including but not limited to individual patient information. However, the Provider is solely responsible for exercising independent professional judgment in the use of such information. DOH will not be liable for any general, special, consequential or other damages which may arise or be claimed to arise from any use of information by the Provider and/or the Provider's employees, contractor, officers, agents or other affiliated persons.

VIII. Modifications

Except as provided for in paragraphs VI.A and VII.A, this Agreement may be modified only in writing signed by both parties.

IX. Termination

This Agreement may be terminated:

- A. By either party giving at least 30 days notice in writing of intent to terminate;
- B. By DOH immediately at its discretion upon verification of any material breach by the provider of the **Joint Obligations to Maintain Patient Privacy** described in section VI;
- C. By the Provider immediately in the event that DOH materially fails to comply with the terms of the Agreement between the parties for the provision of specific Immunization Data as referenced under **Information to be Provided by DOH**. Upon written request, all Immunization Data submitted by the Provider during the term of the Agreement may be returned to the Provider.

X. Choice of Law and Venue.

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws. The jurisdiction for any action hereunder shall be exclusively in the Superior Court for the state of Washington.

XI. Provider Information

(Please type or print all information)

By executing below, the Provider accepts the terms and conditions of this Agreement:

Name of Provider: _____

Contact Person and Title: _____

Mailing Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Primary Person(s) Responsible for Oversight of CHILD Profile Usage (System Administrator)

XII. DOH Contact Information

Point of Contact for CHILD Profile Immunization Registry, and please return signed agreement to:

Person and Title: Sherry Riddick, Immunization Registry Manager

Mailing Address: CHILD Profile, Public Health-Seattle & King County, 401 Fifth Avenue, #1000, Seattle, WA 98104. Phone: 206-263-8315; Fax: 206-205-4146; E-mail: sherry.riddick@kingcounty.gov

AGREED this ___ day of _____, 20__

AGREED this ___ day of _____, 20__.

Provider:

Washington State Department of Health:

Authorized Signature for Provider

DOH Contracts Office Authorized Signature

Name, Title (Please Print)

Name, Title

By execution of this Agreement, the parties so signing acknowledge they have full power and authority to enter into and perform this Agreement on behalf of the signatory as well as the business entity referenced within the body of the Agreement.

Appendix A

INFORMATION SERVICES AVAILABLE TO THE PROVIDER

CHILD Profile is operated for the benefit of children, their care providers, health plans, public health agencies and other entities that are concerned with assuring the effective immunization of children. DOH is solely responsible for the operation of the CHILD Profile Immunization Registry System, which contains data about children in Washington State, including demographic information and immunization treatment history.

The Provider will have full access to CHILD Profile and its on-line service features twenty-four hours a day, seven days a week. When routine or emergency system maintenance is required, CHILD Profile will schedule system down-time outside of regular business hours and with prior notice whenever possible. Use of CHILD Profile is made available to the Provider in accordance with the guidelines and end-user procedures established in the Registry's **End User's Guide**. Each Provider will receive a hard copy or access to an electronic copy.

Access to the CHILD Profile Immunization Registry

Providers may participate in the Registry via two methods:

- Web-based access – operates on most computers with internet access and a web browser;
- Batch data exchange – allows the sharing of batch data between electronic systems using data transfer specifications provided by CHILD Profile.

On-line Patient Record Queries and Immunization Record Access and Updating

Once identity has been established in accordance with the user authentication procedures for CHILD Profile, the following services are available to the Provider under this Agreement:

Queries, Access and Updating:

- ◆ query the system to determine if a patient has a record in the CHILD Profile database
- ◆ update the existing demographic data for the patient and/or create a new demographic record
- ◆ query the system to view the record of immunization treatment events for the patient
- ◆ create a new record for a new immunization
- ◆ update an existing immunization record, including recording adverse reactions.
- ◆ obtain a vaccination forecast showing when vaccines are due for each individual
 - ◆ The algorithm for this forecast is based on the pediatric immunization schedule published by the Centers for Disease Control and Prevention (CDC) with the advice of the American Academy of Pediatrics (Advisory Committee on Immunization Practices). The algorithm is subject to change if/when the CDC establishes new guidelines.

Vaccine Ordering

Washington's Childhood Vaccine Program is moving toward on-line ordering of vaccine by providers who are enrolled in the Program. Vaccine ordering permission allows the qualified user to order their vaccines from the state through use of the CHILd Profile web-based program, and to track the order status on-line.

Other on-line vaccine management functions will be available in 2011 and beyond. They include:

- ◆ Provider re-enrollment – complete your annual provider agreement on-line
- ◆ Meet CDC's EOQ (Economic Order Quantity) best practice standards with on-line support for order timing, frequency and recommended order quantities
- ◆ Accountability reporting – use your existing CHILd Profile Account to submit electronic vaccine accountability information, or log-on and enter your data on-line, and electronically submit it to your LHJ when you place your vaccine orders.

Reminder - Recall

- ◆ The Reminder- Recall function allows the Provider to produce phone lists, mailing labels and postcards for patients. The list may be broken out by a number of parameters including antigen, age of patient, immunization due date, physician, facility, and next appointment date. The text of the postcard can be modified to include clinic specific information.
- ◆ In addition, the Health Promotion Mailings described below remind parents when immunizations are due. These are age-specific reminders that do not reflect the child's immunization history.

Contraindications/Exemptions

- ◆ Contraindications can be flagged for specific vaccines, and the specific reason for the contraindication or precaution selected from a drop-down list. History of varicella disease may also be recorded. When a contraindication is recorded, that vaccine will no longer appear on forecasts or recall lists for that patient.

Patient Vaccination Reports

- ◆ Patient-specific records can be generated and printed, including:
 - All recorded vaccinations (by specific vaccine type)
 - Vaccination Summary (by vaccine family)
 - Vaccination Detail (including details needed to document the encounter, such as lot number, manufacturer, injection site, etc.)
 - Forecast (showing current immunization status, with recommended date and minimum dates)

Other Reports

- ◆ CHILD Profile generates the following reports that may be viewed on screen or printed on the Provider's printer. These reports can be generated based on facility or primary care provider, if that information has been entered.

Vaccinations:	Patients:
- Vaccination Totals	- Daily Patient Immunization List
- Vaccinations Breakdown	- Patient Detail
- Lot Number Summary (interactive inventory of doses used, administered, and available)	- Patient Totals
- Lot Recall Listing	- Patient Breakdown
Vaccines for Children:	
- Vaccine Administered (meets state reporting requirements for publicly supplied vaccine)	
- VFC Accountability Log (for benchmarking)	

CASA Export Module (Clinical Assessment Software Application - CoCASA)

- ◆ The CASA Export Module streamlines the process for providers to run immunization assessment reports by allowing them to receive their CHILD Profile data files directly at their workstations for import into CoCASA or WinCASA. CoCASA and WinCASA are free software packages developed by and available from the CDC, for use by clinics to evaluate immunization coverage levels and immunization practices.

Batch Processing & HL7 Exchange of Immunization Data

- ◆ In addition to entering data through the on-line system, providers may store data in CHILD Profile through batch processing. They may do so by providing data files in a flat file format that conforms with CHILD Profile's Data Translation Tool specifications. This service facilitates entry of the Provider's complete historical Immunization Data into the system, as well as ongoing entry for Providers with electronic systems that capture immunization data. If Providers want to receive batch data in return, CHILD Profile will effect the exchange of data with the Provider within a mutually agreeable period of time. HL7-based data exchange is also available.

Health Promotion Mailings

- ◆ The parents of all children born after 7/01/98, and residing in Washington State, receive a series of seventeen age-specific mailings sent by CHILD Profile until the sixth birthday. These mailings focus on health, growth and development, safety, and reminders to schedule well-child visits and immunizations. Parents of children birth to six years, added to the system by your medical organization will receive these mailings. Parents may opt out of the mailings by calling a toll-free number listed in all the mailings.

Appendix B

CHILD Profile Information Sharing Policy

It is the intent of the Washington State Department of Health (DOH) that no information from the CHILD Profile database will be made available to any party without appropriate authorization. The privacy of uniquely identified information about patients, health care providers and health plans will not be compromised. DOH intends to ensure that its privacy and security policies and practices meet or exceed the standards set by state and federal law for the privacy protection of individual health information. The basic guidelines relative to information disclosure are as follows:

1. Sharing of immunization records among health care providers, for the purpose of assisting the health care provider to deliver health care to a patient, is compatible with the Uniform Health Care Information Act (RCW 70.02).
2. Patient-specific information in the CHILD Profile database is available to health care providers providing or coordinating care for patients and authorized to use the database through a signed information sharing agreement. Staff from the Department of Health whose work duties require access to the CHILD Profile database and who have signed confidentiality agreements may also access patient-specific information in the database. The available data in the patient-specific immunization record may include the identity of the provider or organization that has administered a specific immunization.
3. Any individual authorized to access the CHILD Profile database: (1) will only release patient-specific information in accordance with federal and state law including 42 U.S.C. § 1396a(a)(7), 42 C.F.R. § 431 Subpart F, 45 C.F.R. Parts 160 and 164, RCW 48.43.505 and its implementing regulations (Chapter 242-04 WAC), RCW 70.02, and RCW 74.04.060; (2) will only release provider-specific or health plan-specific information with the consent of the provider or health plan, and (3) will only make use of patient-specific, provider-specific, or health-plan-specific information for the provision of health care with the exception of disclosure of patient-specific information to federal, state, or local public health authorities to control an infectious disease outbreak (RCW 70.02.050(2)).
4. A Health Plan requesting patient-specific immunization information on its enrollees must assure DOH through a data sharing agreement that release of this information is for the purpose of the Health Plan's disease management, care management, case management, or quality management programs.
5. It is the intent of DOH to use data from the CHILD Profile System for assessment, assurance, program evaluation and outbreak control activities. Both non-identified and identified data may be used to support these activities. Staff and contractors of the DOH will use patient and provider specific data to conduct quality improvement analysis with immunization providers who have contracted to receive and administer state-supplied vaccine. DOH will not conduct provider-specific analysis of immunization coverage without the involvement of the provider.
6. Researchers requesting a data set with identified or identifiable information from the CHILD Profile database will receive the data from CHILD Profile only after review and approval by the Washington State Institutional Review Board and administrative approval by the Department of Health or informed written consent from each individual (RCW 42.48).