



**CHILD Profile
Information Sharing Agreement
For
Schools with Licensed Health Care Providers on Staff
(View Only)**

- I. This is an agreement (“Agreement”) between the Washington State Department of Health (“DOH”), and _____ (“School District”) for the purpose of allowing access to 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 a web browser connection, as described in Appendix A.

III. The School District entering into this Agreement is:

A public agency which is authorized or otherwise qualified to and does provide or coordinate health care services through 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 School District’s Benefit:

- A. By entering into this Agreement with DOH, the School District will obtain the benefit of access to Immunization Data to assist their licensed health care provider staff in immunization verification, documentation, and coordinating the provision of health care for its students, including information provided or verified by other health care providers.

See Appendix B for more information about disclosure.

V. DOH’s Obligation to Maintain Provider Confidentiality

DOH has adopted a CHILD Profile Information Sharing Policy (Appendix C) 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 School District. Such amendments shall not affect the other provisions of this contract.
- B. The School District shall disclose information about individual students, received from other providers through CHILD Profile, only to those students, their parents or other legal guardians (if applicable), or to other health care providers who need the information in order to provide health care to that patient, unless 1) the School District obtains a release under the terms stated below, or 2) a court order requires such disclosure.
- C. DOH shall disclose information about individual students only to those students, their parents or other legal guardians (if applicable), to providers subject to a Health Care Provider Information Sharing Agreement with DOH, and 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 School District 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 School District shall ensure that CHILD Profile user IDs and passwords are disclosed only to licensed health care providers on staff and their assignees that have signed a confidentiality agreement. In the event the School discovers that CHILD Profile's privacy and security procedures have been breached, the School District shall notify DOH immediately. See Appendix D, Confidentiality Agreement.
- F. Any immunization data the School District obtains from CHILD Profile about individual students may only be used by the School District's licensed health care providers on staff or their assignees for the purpose of immunization verification, documentation, and providing or coordinating health care for its students. In the event the School District discovers that any person associated with the School District may have accessed information for any other purpose, the School District shall notify DOH immediately.

VII. Information to be Provided by DOH

- A. Information services available to the School District at no charge under this Agreement are set forth in Appendix A. DOH may make additional or enhanced information services available to the School District, from time to time, by giving written notice of the changes.
- B. Licensed health care providers utilizing reports from the CHILD Profile Immunization Registry to give parents current information on their child's immunization status should make every attempt to assure the confidentiality of the information. If sending the information to the parent, the health care provider or assignee should use a confidential envelope.
- C. DOH acknowledges that the School District's licensed health care providers and their assignees that have signed a confidentiality agreement will use the immunization data supplied by CHILD Profile for the purpose of immunization verification, documentation and coordinating the provision of immunizations to its students. 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 student information. However, the School District 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 School District and/or its licensed health care providers on staff.

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 School of the **Joint Obligations to Maintain Patient Privacy** described in Section VI;
- C. By the School District 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**.

X. School District Information
(Please type or print all information)

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

Name of School District: _____

Contact Person and Title: _____

Mailing Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____ E-mail: _____

XVI. DOH Contact Information

Point of Contact for CHILD Profile Immunization Registry, General Contract Questions, and please return agreement to:

Person and Title: Sherry Riddick, Immunization Registry Manager
Mailing Address: CHILD Profile, Public Health-Seattle & King County, 401 Fifth Avenue, Suite 1000, Seattle, WA 98104
Phone: 206-263-8315; Fax: 206-205-4146; E-mail: sherry.riddick@kingcounty.gov

AGREED this ____ day of _____, 200__.

School District:

Washington State Department of Health:

Superintendent Signature or Authorized Designee

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 SCHOOL DISTRICT

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 licensed health care provider or assignee will have view-only 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.

Access to the CHILD Profile Immunization Registry

Licensed health care providers or assignees may participate in the Registry via Web-based access – operates on most PCs with internet access and a web browser;

On-line Student Record Queries and Immunization Record Access

Once identity has been established in accordance with the user authentication procedures for CHILD Profile, the following services are available to the licensed health care provider or assignee under this Agreement:

Access to queries :

- ◆ query the system to determine if a student has a record in the CHILD Profile database
- ◆ query the system to view the record of immunization treatment events for the student.
- ◆ 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.

Student Vaccination Reports

- ◆ Student-specific records can be generated and printed, including:
 - Certificate of Immunization Status
 - All recorded vaccinations (by specific vaccine type)
 - Vaccination Summary (by vaccine family)
 - Forecast (showing current immunization status, with recommended date and minimum dates)

Appendix B

April 2004
**HIPAA Privacy Rule and CHILD Profile Immunization Registry
Disclosure to School Nurses**

Disclosures for Public Health under HIPAA: The HIPAA Privacy Rule recognizes the legitimate need for public health authorities and others responsible for ensuring public health and safety to have access to protected health information to carry out their public health mission. The Privacy Rule permits a covered entity (i.e., health care provider) to disclose protected health information for public health activities and purposes without individual authorization (Section 164.512(b)(1)(i)). These activities include: "...for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions; or..." The U.S. Department of Health and Human Services, Office for Civil Rights guidance issued on 12/4/02 further clarifies that the public health purpose does not need to be mandated by law (pp. 4-5).

CHILD Profile – Information Sharing: The CHILD Profile Immunization Registry is a public health program administered by Washington State's public health agency, the Department of Health (DOH). The activities conducted by the CHILD Profile program are not covered functions under HIPAA and, as a result, the HIPAA privacy rules don't directly apply to CHILD Profile. However, DOH intends to comply with the spirit of the Rule with regard to subsequent disclosure of protected health information contained in the 9/21/2006/30/2007 Immunization Registry. Individually identified data will only be disclosed for the purpose of facilitating health care or conducting public health activities to prevent or control disease, in accordance with RCW 70.02, Washington's Health Care Information Access and Disclosure Act. DOH has developed a CHILD Profile Information Sharing Policy that provides guidelines relative to information disclosure. This Policy is incorporated into CHILD Profile's Information Sharing Agreement that any health care provider or health plans must sign before being allowed access to the Immunization Registry. The Agreement defines the appropriate use of information in the Registry, and further delineates privacy, confidentiality, and security rules for use of the Registry.

CHILD Profile Disclosure to School Nurse:

Since School Nurse are licensed health care providers, as described in RCW 70.02, and have a bona-fide need to know the immunization status of students for the purpose of preventing or controlling disease, they are authorized to participate in the CHILD Profile Immunization Registry. Non-licensed school staff that are assigned by the School Nurse and have signed a confidentiality agreement may utilize the Immunization Registry to obtain information for immunization documentation and verification. In accordance with RCW 28A.210.100 and 28A.210.110 it is the parent's responsibility to submit immunization information to the school. In utilizing the CHILD Profile Immunization Registry, the school Nurse or assignee is facilitating parent report. As such, the School Nurse will provide information from the Immunization Registry to the parent of the child for which the information was obtained. The parent will be directed to review, amend if needed, sign and submit to the school. It is unlawful for the School Nurse or any assignee to submit

information from the CHILD Profile Immunization Registry directly to the school without review by a parent or legal guardian.

References:

The following resources are provided for your convenience, but DOH does not guarantee the accuracy of their content:

<http://www.hhs.gov/ocr/hipaa/privacy.html> – OCR Guidance Explaining Significant Aspects of the Privacy Rule, 12/4/02

<http://www.hhs.gov/ocr/hipaa/guidelines/publichealth.pdf> - OCR Guidance Specific to Public Health

<http://www.cdc.gov/nip/registry/hipaa6.htm> = Summary about Disclosure to Public Health

<http://www.cdc.gov/cic/documents/publichealthprivacy.ppt> - addresses the implications of the HIPAA privacy rule on public health practice - content approved by the OCR.

<http://www.leg.wa.gov/RCW/index.cfm?fuseaction=chapterdigest&chapter=70.02> – Washington’s health care information access and disclosure act

<http://www.doh.wa.gov/cfh/Immunize/documents/schmanul.pdf> - Washington’s Immunization Manual for Schools and Child Care organizations

<http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html> - Family Educational Rights and Privacy Act (FERPA)

Please note: This document is not intended to provide legal advice, and you are encouraged to seek your own counsel regarding HIPAA, FERPA and Washington State laws.

Appendix C

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 Health Care Information Act (RCW 70.02).
2. Patient-specific information in the CHILD Profile database is available to those health care providers providing or coordinating care for a specific patient and authorized to use the database through a signed information sharing agreement. 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. Patient information aggregated by provider or health plan, is available only to that provider or health plan except as indicated in 4 and 5 below.
4. Any individual authorized to access the CHILD Profile database: (1) will not release patient-specific information except 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 not release provider-specific or health plan-specific information without the consent of the provider or health plan, and (3) will not make use of patient-specific, provider-specific, or health-plan-specific information for any purpose other than 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)).
5. A Health Plan requesting patient-specific immunization information on its enrollees must assure DOH that release of this information is for the purpose of the Health Plan's disease management, care management, case management, or quality management programs.
6. It is the intent of DOH to use non-identified patient, provider, and plan data compiled from the CHILD Profile database for assessment and assurance activities.
7. Researchers requesting data with person-specific identifiers from the CHILD Profile database will receive the data from CHILD Profile only after review and approval by the State of Washington Department of Health Human Research Review Board and administrative approval by the Department of Health. Such approval will always require that researchers obtained a signed consent or specific authorization, as appropriate, from each individual for the release of information.

CONFIDENTIALITY AGREEMENT

As a school employee and assignee of the licensed health care provider on staff, I understand that I am responsible for maintaining the confidentiality of any data/information collected, maintained, stored or analyzed within CHILD Profile that I may handle during the course of my employment. Release of any data/information and documents must be in accordance with public disclosure or research laws and policies or other laws and policies controlling specific data/information.

I have read the *Confidentiality, Privacy and School Access to the Immunization Registry* statement regarding disclosure to School Nurses and understand the responsibilities I am assigned by the School Nurse. I recognize and respect the confidential nature of any data/information I may have access to in using the CHILD Profile Immunization Registry. I will not at any time, nor in any manner, either directly or indirectly divulge, disclose, release, or communicate any confidential data/information to any third party outside the scope of my position unless authorized under the laws and policies indicated in the disclosure document. I recognize that maintaining confidentiality includes not discussing confidential data/information outside of the workplace. I agree to limit my own access to person-specific data in the CHILD Profile system to that which is necessary to perform my job duties.

I understand that if I discuss, release, or otherwise disclose confidential data/information outside of the scope of this policy through any means, I may be subject to disciplinary action, which may include termination of employment.

Employee signature: _____ Date: _____

Please print name: _____

Date received by School Nurse: _____

Prior to registry access, a signed copy of this form completed by each assignee, will be on file with the school nurse.