

Approved: 4/12/2023

Effective: 4/22/2023

SNOHOMISH COUNTY COUNCIL
SNOHOMISH COUNTY, WASHINGTON

ORDINANCE NO. 23-016

APPROVING AGREEMENT WITH WASHINGTON STATE
DEPARTMENT OF HEALTH FOR INFORMATION SHARING
FOR THE EXCHANGE OF IMMUNIZATION DATA

WHEREAS, the Snohomish Health District was integrated into Snohomish County effective December 31, 2022, and now operates as the Snohomish County Health Department; and

WHEREAS, prior to its integration into Snohomish County, the Snohomish Health District entered into an information sharing agreement with the Washington State Department of Health for the exchange of immunization data; and

WHEREAS, the Washington State Department of Health and the Snohomish County Health Department wish to continue this partnership; and

WHEREAS, the Health Department shall continue to update vaccination records for any vaccines provided by Department staff; and

WHEREAS, the County Council held a public hearing on April 12, 2023, to consider approving an information sharing agreement with the Washington State Department of Health for the exchange of immunization data and to authorize the Snohomish County Executive to enter into such agreement in substantially the form attached as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The County Council hereby adopts the foregoing recitals as findings of fact and conclusions as if set forth in full herein.

Section 2. The County Council hereby approves and authorizes the County Executive, or designee, to execute the interagency agreement between Snohomish County and the Washington State Department of Health for exchange of immunization data in substantially the form attached hereto as Exhibit A.

PASSED this 12th day of April, 2023.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington


Chairperson

1 ATTEST:

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3 M. G. ...

4 Deputy Clerk of the Council

- 5
- 6 (X) APPROVED
- 7 () EMERGENCY
- 8 () VETOED

9 DATE: April 12, 2023

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11 [Signature]
12 County Executive

13 ATTEST:

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15 Melissa Geraghty

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17 Approved as to form only:

18 [Signature] 02-27-2023

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20 Deputy Prosecuting Attorney

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Washington State Immunization Information System

Information Sharing Agreement for

EXCHANGE OF IMMUNIZATION DATA

This agreement (“Agreement”) is between the Washington State Department of Health (“DOH”) and Snohomish County (“Provider/Plan”) for the exchange of immunization records.

BACKGROUND

- DOH is the public health agency that maintains the Washington State Immunization Information System (“IIS”). IIS serves as a communications link, repository, and retrieval tool for data on the immunization status of individuals (“immunization data”). IIS allows health care providers and health plans to exchange immunization data with other health care providers and health plans as authorized under Chapter 70.02 RCW.
- Provider/Plan is: (check one):
 - A public agency, corporation, or other entity with individual shareholders, members, officers, employees, contractors, or other personnel who are authorized under Washington law to provide health care or public health services to individuals.
 - A healthcare service contractor authorized by the Washington Insurance Commissioner to sell health insurance to, and/or administer health insurance plans in Washington State.
 - A school, school district, Head Start organization, and/or ECEAP grantee authorized to provide or coordinate healthcare services for students through personnel who are authorized under Washington law to provide such services.
 - An individual authorized under Washington law to provide health care services to individuals.
- Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Chapter 70.02 RCW, the uniform health care information act require healthcare providers to keep personal health care information confidential. Immunization records are personal health care data. Healthcare providers may disclose immunization records to DOH under 45 Code of Federal Regulations (CFR) § 164.512(b)(1)(i) and RCW 70.02.050(2) because DOH is a public health agency authorized to collect immunization data.
- Chapter 42.48 RCW governs the release for research of confidential personal records obtained or maintained by a Washington state agency. Individually identifiable immunization records obtained by IIS are as such personal records. Therefore, release of IIS individually identifiable immunization data for research is subject to the requirements of Chapter 42.48 RCW.
- Subject to the terms and conditions of this agreement, Provider/Plan and DOH may exchange immunization records for patients cared for by Provider/Plan. The purpose of the data exchange is to improve patient care and public health.

THEREFORE, the Parties agree,

1. DEFINITIONS

“Agreement” means this Agreement.

“CDC” means the Centers for Disease Control and Prevention.

“De-identified immunization data” means any immunization data that does not identify nor provide a reasonable or ready basis to identify an individual.

“IIS Immunization Data” means demographics and immunization status of individual persons collected by IIS regardless of whether in the form of raw data or appearing in other IIS features and functions as described in Paragraph 7. Once an immunization record is entered into IIS, the record stored in the IIS database is IIS Immunization Data.

“IIS patient record” means the IIS Immunization Data for an individual.

“Immunization record” means any record regardless of source documenting the status of individual persons.

“Party” or “Parties” means either or both DOH and Provider/Plan.

“Provider-verified immunization record” means a valid record produced or verified by a health care professional or facility documenting the immunization status of an individual. To be valid, the record must be in writing, dated, and indicate the name of the health care provider responsible for administering or reviewing each immunization, or a unique stamp of the provider or facility at which the provider practices.

2. DATA TRANSMISSION

- a. Provider/Plan shall transmit to DOH all immunization records for patients who obtain health care services from Provider/Plan. Provider/Plan shall fill all IIS data fields for which Provider/Plan has data.
- b. DOH shall transmit or make available to Provider/Plan all IIS Immunization Data for patients receiving health care services from Provider/Plan.

3. DATA FORMAT. The Parties shall exchange the immunization records using any of the following formats:

- a. Current version of the CDC’s HL7 “Implementation Guide for Immunization Messaging.”
- b. Web-based access, which is direct entry of data into IIS.
- c. Flat file exchange through secure file transfer protocol (SFTP).

4. DATA QUALITY

- a. Both Parties shall make best efforts to provide true, accurate, and complete information including initiating entries for new patients, updating data for existing patients, and editing records that are incorrect or inaccurate.
- b. Provider/Plan shall not enter immunization records that Provider/Plan did not provide, except that Provider/Plan may enter (1) Provider-verified immunization records and (2) a patient’s self-report of influenza vaccine and pneumococcal polysaccharide vaccine (PPSV) as necessary to complete IIS patient records.
- c. If at any time either Party has reason to believe that the data transmitted is not true, accurate, or complete, that Party shall promptly notify the other Party.
- d. DOH does not warrant the accuracy of information DOH receives from other Providers/Plans.
- e. Knowingly or intentionally providing false, materially inaccurate, or materially incomplete immunization data is a material breach of this Agreement subject to termination for cause under Paragraph 10.

5. USE OF DATA

- a. Provider/Plan may use individually identifiable IIS Immunization Data solely to assist Provider/Plan in providing direct patient health care. This includes linking immunization to patient's other health care information and disclosing patient information to the patient or, as applicable, the patient's parent or guardian.
- b. Provider/Plan shall not access any Provider/Plan employee's IIS Immunization Data for employment purposes without written authorization of the employee.
- c. DOH may use both individually identifiable and de-identified immunization data for public health purposes, which includes, but is not limited to, disclosing patient information to (1) the patient or, as applicable, the patient's parent or guardian; (2) other health care providers who need the information for direct patient health care and have entered into an Information Sharing Agreement with DOH; (3) a health plan if the purpose is for treatment and the health plan has entered into an Information Sharing Agreement with DOH; and (4) research, if the release conforms to the requirements of Chapter 42.48 RCW.

6. DISCLOSURE OF DATA

- a. Provider/Plan shall not disclose in any manner any part of the IIS Immunization Data except as the law requires or this Agreement permits.
- b. Either Party may release or disclose an individual's immunization record received from the other Party if such release or disclosure is authorized in writing by the individual and the authorization conforms to applicable law.
- c. If Provider/Plan receives a third-party request for disclosure of IIS Immunization Data and determines the law requires such disclosure, Provider/Plan shall notify DOH at least ten (10) days in advance of the disclosure. DOH may seek an injunction to prevent disclosure.

7. SECURITY OF DATA

- a. This Agreement shall be construed to provide maximum protection to IIS Immunization Data.
- b. The obligations set forth in this Paragraph 7 shall survive completion, cancellation, expiration, or termination of this Agreement.
- c. The Parties shall strictly limit use of IIS Immunization Data to uses specified by the Agreement. Provider/Plan shall not link IIS Immunization Data with any other information or use IIS Immunization Data to identify or contact individuals except as authorized under this Agreement.
- d. The permission to access IIS Immunization Data is limited to Provider/Plan's principals or employees for whom Provider/plan:
 - i. Authorized such access;
 - ii. Trained in the disclosure and security requirements under this Agreement;
 - iii. Maintains on file a confidentiality agreement signed by the principal or employee, Provider/Plan may use its own confidentiality agreement but it must contain substantially the same information as the confidentiality agreement in Attachment B; and
- e. Secured a user account with IIS login and password. Provider/Plan shall specify one or more principals or employees as IIS System Administrators using Attachment C. The System Administrator(s) shall work with the IIS Help Desk to establish and manage user accounts for authorized individuals in their organization. Provider/plan shall:
 - i. Assure that no one assigned an IIS user account shares their login ID or password with others or allows others to access IIS using their login ID.
 - ii. Limit access and use of IIS Immunization Data in order that the fewest number of people see only the smallest amount of data for the least amount of time necessary to complete required work.
 - iii. Assure that all people with access to IIS Immunization Data understand their responsibilities regarding it.
 - iv. Retain a copy of all confidentiality agreements specified in Paragraph 7.d.iii for at least six (6) years following termination of this Agreement.

- f. Provider shall ensure that Provider's privacy and security practices meet or exceed the standards set by state and federal law for the security of protected health information and as commensurate with Provider's obligations under the law.
 - g. Provider/Plan shall take all steps necessary to prevent unauthorized access, use, or modifications of IIS Immunization Data.
 - h. Provider/Plan shall notify DOH at DOHPrivacyOfficer@doh.wa.gov of any suspected or actual security breach of IIS Immunization Data within two (2) business days of discovery.
8. OTHER FUNCTIONS AVAILABLE IN IIS. Plan/Provider may utilize without charge such other IIS functions as DOH specifically authorizes Plan/Provider to utilize. Attachment A describes IIS features and functions.
9. HOLD HARMLESS. DOH is not liable for any general, special, consequential, or other damages that may arise or claim to arise from any use of IIS Immunization Data by Provider/Plan, its employees, contractors, officers, agents, or affiliated persons. Provider/Plan shall indemnify and hold DOH harmless from any claim for damages that may arise or be claimed to arise from Provider/Plan's transmission to IIS of immunization data that is knowingly or intentionally false, materially inaccurate, or materially incomplete.
10. PERIOD OF PERFORMANCE. The Period of Performance is 5 Years from Date of Execution unless earlier terminated as provided by this Agreement.
11. TERMINATION.
- a. Either Party may terminate this Agreement effective as of the end of any calendar quarter, provided the terminating Party gives written notice of termination to the other Party at least 30 days before the end of the quarter.
 - b. Either Party may terminate this Agreement for cause after the other Party has failed to cure a material breach, provided the terminating Party gives the other Party written notice of breach and provides at least 14 days for the other Party to cure the breach.
12. SAVINGS. If funding from state, federal, or other sources is withdrawn, reduced, or limited in any way during the Period of Performance, DOH may, in whole or in part, suspend or terminate the Agreement, upon immediate notice, subject to renegotiation at DOH's discretion under the new funding limitations or conditions.
13. AMENDMENT. The Parties may amend this Agreement by mutual agreement. Such amendments are not binding unless in writing and signed by the persons authorized to bind each of the Parties.
14. APPLICABLE LAW AND VENUE. This Agreement is governed by the laws of the State of Washington. Venue is in the Superior Court of Thurston County.
15. CONTACT INFORMATION. The following persons are the contact for all communications about this Agreement.

Provider/Plan:

Contact Person and Title: Kelly Barrows, Vaccine Compliance Coordinator

Organization: Snohomish County Health Department

Mailing Address: 3020 Rucker Ave., Suite 202

City/State/Zip: Everett, WA 98201

Phone: 425-339-8625

Fax: 425-339-5222

E-mail: Kelly.barrows@co.snohomish.wa.us

DOH:

Mail to: Washington State Department of Health
Office of Immunization and Child Profile
PO Box 47843
Olympia, WA 98504-7905
Phone: 360-236-3595 or 1-866-397-0337

AGREED on this 23 day of MAY, 2023.

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.

Agency Signatory:

Washington State Department of Health:


Signature


Contracts Office Authorized Signature

Lacey Harper, Executive Director
Name, Title *Please Print*

Jamilia Sherls-Jones, Director Office of Immunization
Name, Title *Please Print*

Provider Signatory: (The Agency's licensed healthcare provider, school nurse, child care health consultant, or other authorized healthcare provider, licensed in Washington State, and responsible for the operation and management of Agency's healthcare services.)


Signature

James Lewis, Health Officer
Name, Title *Please Print*

COUNCIL USE ONLY
Approved 4/12/2023
ECAAF # 2023-0220
MOT/ORD Ordinance 23-016

ATTACHMENT A

Services Available in the IIS

DOH is solely responsible for the operation and management of IIS, which benefits patients, their care providers, health plans, public health agencies, and other entities that are concerned with assuring the effective immunization of Washington State's population.

IIS is available 24 hours a day, 7 days a week, with the exception of scheduled and unexpected outages. DOH schedules system maintenance outside of regular business hours and with prior notice if possible.

Available Functions

IIS has several role-based access levels. DOH will grant to users only those functions necessary to conduct the user's work. The available functions in the system include, but are not limited to, the following:

- Patient record demographic data query and update
- Patient record vaccination data query and update
- A vaccination forecast displaying vaccines due for each patient. The vaccination forecast is based on the recommended immunization schedule published by the Centers for Disease Control and Prevention (CDC) with the advice of the Advisory Committee on Immunization Practices. The vaccination forecast is subject to change if/when the CDC establishes new guidelines. DOH will incorporate such changes in IIS as soon as possible.
- Vaccine ordering by providers enrolled in the State Childhood Vaccine program
- Vaccine order status tracking
- Vaccine management and accountability including:
 - Ability to complete the annual provider agreement to enroll or re-enroll in the State Childhood Vaccine program
 - Ability to complete vaccine accountability report(s) and electronically submit them to the local health jurisdiction
- Generation of reminder/recall to contact patients due for vaccination
- Record contraindication(s) for specific vaccines for each patient with specification of the reason for the contraindication or precaution
- Record of adverse reactions for specific vaccine for each patient
- Generation of reports including:
 - Patient specific vaccination reports showing detailed vaccination history and forecast
 - Detailed practice-based reports such as practice immunization coverage data, vaccines administered data, and vaccine lot data

DOH, in its sole discretion, modify or remove available functions at any time.

ATTACHMENT B

IIS Confidentiality Agreement

This attachment is provided as sample language to include in Confidentiality Agreements. You do not need to complete and return this form with your agreement.

I understand that my employer, Snohomish County, (insert name of Employer) has entered into an Information Sharing Agreement with the Washington Department of Health to view and/or exchange data in the Washington State Immunization Information System ("IIS"). My employer has made a copy of the Agreement available to me.

I understand that I am responsible for maintaining the confidentiality of any IIS Immunization Data that I have access to during the course of my employment. IIS Immunization Data means demographics and immunization status of individual persons collected by IIS, regardless of whether in the form of raw data or appearing in other IIS features and functions made available to my employer.

I will not share my unique IIS login code with anyone nor allow anyone to access IIS using my login code.

I will not at any time, nor in any manner, either directly or indirectly divulge, disclose, release, or communicate any IIS Immunization Data to any third party unless specifically necessary to perform my assigned job duties, required by law or authorized by the person, or parent or guardian of the person, to whom the IIS Immunization Data applies. I recognize that maintaining confidentiality includes not discussing IIS Immunization Data outside of the workplace. I will limit my own access to person-specific data in IIS 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: _____

Employee name (please print): _____

Received on (date): _____ By: (supervisor's signature): _____

A signed copy of this form must be on file with the Employer before employee may access IIS.

ATTACHMENT C

Washington State Immunization Information System Establishing IIS System Administrator Accounts

Each organization that completes an Information Sharing Agreement must designate at least one person as a System Administrator who can set up user accounts for each principal or employee who needs access to the IIS. The System Administrator has a permission added to their user account which allows them to authorize or discontinue access to the IIS for others in their organization, including: creating new user accounts, inactivating accounts when employees leave the organization, and running reports to see all users associated with the organization.

Primary Contact Name: Kelly Barrows

Phone: 425-339-8625

Title: Vaccine Compliance Coordinator

Email Address: Kelly.barrows@co.snohomish.wa.us