

Content for the Data Use Agreement for Participating in the Minnesota Immunization Information Connection

Before the Organization can participate in the Minnesota Immunization Information Connection (MIIC), this Agreement must be read and signed by an Authorized Representative. This Agreement is valid for three years after being signed.

Definitions

For the purposes of this Agreement, the following terms have these assigned definitions:

- “MDH” means the Minnesota Department of Health and its employees, agents, and designees.
- “MIIC” means the Minnesota Immunization Information Connection, a secure, web-based immunization information system operated by the Minnesota Department of Health.
- “MIIC user” or “user” means any person authorized to use MIIC.
- “MIIC representative” means a MDH staff person or contractual regional representative of MIIC who provides outreach and training on use of MIIC.
- “Organization” means the agency signing this Agreement. This agency is responsible for adhering to all provisions in the Agreement and for assuring that any facilities it oversees also adhere to these provisions.
- “Facility” means a physical location enrolled to participate in MIIC under this Agreement.

The data in MIIC contain private information about individuals that must be treated in a manner that preserves their privacy. The participating Organization is responsible for adhering to the following provisions:

Allowable Uses of MIIC Information

- To assess an individual’s immunization status for the purpose of determining needed immunizations.
- To issue reminder notices to individuals due or recommended for immunizations and recall notices for those past due for immunizations.
- To notify a person of a vaccine-preventable disease outbreak to which that person may be susceptible.
- To produce individual immunization reports for school admission, child care enrollment, or other enrollment purposes that require an immunization history.
- To notify an individual of any vaccine recalls.
- To prepare summary reports in which no individual can be identified.
- To facilitate the ordering and management of state-supplied vaccine.

Participating in MIIC

1. Access, provide and share immunization data only as allowed by the Minnesota Immunization Data Sharing Law (Minn. Stat. §144.3351). If the Organization is a health care entity that provides services to patients, at least one provider at each facility within the Organization must be licensed in Minnesota.
2. Designate an Administrator for MIIC who is responsible for establishing and overseeing individual user accounts within the Organization. Each Organization will advise their MIIC representative of the designation of its Administrator and any changes made to that designation.
3. Ensure that current facilities and facilities that later become part of the Organization adhere to all provisions in this Agreement. When new facilities are added to the Organization, notify the MIIC Help Desk at health.miichelp@state.mn.us within one week.

If the organization reports data to MIIC and/or queries MIIC for data:

4. Prominently display and/or distribute informational materials about MIIC that notify individuals of their option to not participate. If a client wants to opt out of MIIC, refer the client to these materials. The decision of whether or not to participate in MIIC and the decision of whether or not to vaccinate are separate and distinct decisions to be made by the individual in consultation with their health care provider. No individual will be penalized for choosing to not participate in MIIC.
5. Ensure data reported to MIIC are associated with the individual facility that administered the immunization and/or entered the data.
6. Make a good faith effort to provide complete and accurate immunization information to MIIC within one week of acquiring the information.
7. Ensure that users do not enter inaccurate data, or falsify data currently in MIIC, neither knowingly nor negligently.
8. Resolve data discrepancies and update the demographic and/or immunization information on individuals as needed in conjunction with MIIC representatives.
9. Ensure that immunization information is not submitted to MIIC on those individuals who have indicated to the Organization their desire to opt out of MIIC.
10. Ensure that third party entities used by the Organization to help access, aggregate, and/or transport immunization data to/from MIIC will also abide by the terms of this Agreement. The terms must be included in the contract with the third party entity.
11. Ensure that queries and updates sent to MIIC originate from facilities covered under this Agreement. Facilities should only query for their clients who received health care in Minnesota and/or may have immunization information in MIIC.
12. Ensure that individuals may request access to their immunization record in MIIC through any authorized user. The individual fulfilling the request must make a good faith effort to ensure the person requesting the record has lawful access pursuant to Minn. Stat. §144.3351 and §144.292.
13. Ensure that printed reports from MIIC on individuals that go to another Organization authorized to receive immunization information will not contain sensitive information, such as insurance status or mother's name. No demographic information will be disclosed from MIIC to any other government or private entity, except for the allowable uses

described above. All requests for data not covered by Minn. Stat. §144.3351 and this Agreement must be referred to MDH's MIIC Manager immediately.

Ensuring Data Privacy and Security

1. Take appropriate steps to ensure that assigned login names and passwords are not available to those not authorized to use MIIC. Ensure that login names and passwords are not shared among users; each user must have a unique login name and password. If the Organization accesses MIIC client immunization history and forecasting via an Electronic Health Record (EHR)-embedded link, the Organization must have the ability to look into user activity and determine the user if requested by MDH.
2. All authorized users must maintain the privacy of any individually identifiable information contained in MIIC, in accordance with Minnesota Statutes, Sections §144.291-144.293 and §144.3351. Users are only authorized to use immunization information from MIIC based on Minn. Stat. §144.3351, as specified above under "Allowable Uses of MIIC Information."
3. Take appropriate steps to ensure no individual's information is released through unintentional or accidental disclosure.
4. Report immediately to MDH MIIC staff any privacy incident regarding the private or confidential data of which the user becomes aware. For purposes of this Agreement, "privacy incident" means violation of the Minnesota Government Data Practices Act (Minn. Stat. §13.3805) or the Minnesota Immunization Data Sharing Law (Minn. Stat. §144.3351). This includes, but is not limited to, "improper and/or unauthorized use or disclosure of not public information, improper or unauthorized access to or alteration of data, and incidents in which the confidentiality of the information maintained by the user has been breached." The user will ensure that any employee using MIIC agrees to be bound by the same restriction.
5. A privacy incident will have occurred when information from MIIC is disclosed for any purpose other than those described in Minnesota Statutes, §144.3351, or as otherwise authorized by law. This pertains to both the demographic and immunization information in MIIC, and to release of information in any medium, including electronic, written, or oral.
6. User passwords will be a minimum of eight (8) characters in length and contain at least three of the four character types (upper case letters, lower case letters, numbers, and symbols). Login names and passwords will not be shared among users; each user must have a unique login name and password. If the Organization accesses MIIC client immunization history and forecasting via an Electronic Health Record (EHR)-embedded link, the Organization must have the ability to look into user activity and determine user if requested by MDH.
7. Password-protected screen savers will be active on every workstation that is used to access MIIC.
8. Users' accounts will be inactivated and any currently active sessions terminated within one business day of voluntary employment termination or transfer. In cases of involuntary termination, the person's account must be inactivated prior to notifying the employee of the termination.
9. Ensure that no personal devices, only work devices, are used to access MIIC.

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10. Ensure that any system used to access MIIC is up to date on all software patches and updates.
11. Ensure that, when used, all wireless internet connections are authenticated.
12. Appropriately secure hard copies of information created from MIIC in a locked cabinet.
13. Securely destroy any hard copies of information created from MIIC.

General Provisions

1. Neither assign nor transfer any rights or obligations under this Agreement without prior consent of the MIIC Manager.
2. Allow MIIC representatives to monitor the Organization's use of MIIC.
3. Willful violation of this Agreement and its terms is grounds for MDH's MIIC Manager terminating an individual's, facility's, or Organization's access to MIIC.
4. Unauthorized disclosures by private providers is governed by Minn. Stat. §144.298, which allows for "disciplinary action against a provider by the appropriate licensing board or agency."
5. Minn. Stat. Chapter 13.09 governs penalties for unauthorized disclosures by governmental entities or governmental providers, and includes possible misdemeanor charges and payment of damages, including reasonable attorney fees. Willful violation of Chapter 13 by any public employee also constitutes just cause for suspension without pay or dismissal of the public employee.

Effective Date

This Agreement becomes effective on the date MDH obtains all required signatures and will remain in effect for a three- year term, at which time it is subject to renewal. The Organization submitting this form should keep an original copy for their records.

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To obtain this information in a different format, call: 651-201-5503.