



**Alabama Department of Public Health
Immunization Division
Vendor Data Sharing Agreement**

THIS ELECTRONIC DATA SHARING AGREEMENT (“Agreement”) is made and entered into effective as of the date listed below, by and between ALABAMA DEPARTMENT OF PUBLIC HEALTH, an Alabama public health authority (hereinafter “**ADPH**”), and the Electronic Health Record (EHR) Vendor _____. (hereinafter “**TRADING PARTNER**”) to enable TRADING PARTNER’s applicable healthcare provider customers (each, a “**Healthcare Provider**”) to share immunization data between it and ADPH related to Healthcare Providers’ Alabama members in accordance with ADPH’s public health oversight authority as allowed by the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 164.512(b).

WHEREAS, TRADING PARTNER maintains electronic information on Healthcare Provider’s patients receiving services at Healthcare Providers’ site(s); and

WHEREAS, ADPH maintains information on its Electronic Registries, which are statewide, centralized computerized database(s) created, owned, and maintained by ADPH and which contain information consisting of identifying, locating, and site data about former or current Alabama residents (hereinafter referred to as the “**ImmPRINT**”); and

WHEREAS, pursuant to Section 22-11B-1, et seq. Code of Alabama 1975, and Alabama Administrative Code Chapter 420-6-2, ADPH requires that TRADING PARTNER build an interface to enable Healthcare Providers to share information concerning the site status of patients receiving services at a Healthcare Provider’s site with ImmPRINT, and that TRADING PARTNER share the Healthcare Provider’s data with ADPH; and.

WHEREAS, TRADING PARTNER and ADPH agree that it is would be mutually beneficial to share information between the TRADING PARTNER and ImmPRINT, which is designed to provide information that identifies an individual’s site status, thereby promoting the proper information of individuals and the proper functioning of site programs.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained the receipt and adequacy of which are hereby acknowledged by each party, the parties agree as follows:

Section 1. Definitions.

(a) “**Protected Health Information**” (PHI) shall be defined as individually identifiable health information transmitted or maintained in any form or medium including electronic media by 45 C.F.R. §160.103.

(b) “**Site Data**” refers to the date and/or type of site treatment received, including immunization information consisting of identifying, locating, and immunization data about former or current Alabama residents.



(c) “**Site Data User**” includes any individual or health care entity which is permitted to legitimately access Site Data in accordance with state or federal law, including TRADING PARTNER on behalf of its Healthcare Provider customers.

Section 2. Obligations of TRADING PARTNER. TRADING PARTNER is an EHR vendor for its Healthcare Providers in the United States and agrees to the following:

(a) **Data Exchange.** TRADING PARTNER will provide data about all immunization patients seen by the Healthcare Provider(s) that indicates the vaccine type(s) and date(s) of vaccines administered, and historical date(s). TRADING PARTNER will provide Site Data in a timely manner and form that facilitates achieving the appropriate site vaccines of a particular individual. TRADING PARTNER will not refuse or delay the exchange of individual Site Data with Site Data Users and will provide Site Data pursuant to a request from another Site Data User.

Both parties agree to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality and integrity of the data and to prevent unauthorized use or access to it in accordance with the HIPAA Security Rule.

(b) **Use of the ImmPRINT.** TRADING PARTNER agrees to complete the onboarding based on the ImmPRINT Onboarding Roadmap, HL7 Master Guide, including COI Web service, provided. TRADING PARTNER must attach a list of production, pilot production, and HL7/MU test sites. TRADING PARTNER will enroll and use the ImmPRINT to access and exchange Site Data. Only authorized users will be allowed access to the ImmPRINT through user accounts. Please see the Terms of Use for the ImmPRINT at <https://siis.state.al.us/ImmPRINT/User/MOU.aspx> for further details.

Section 3. Obligations of ADPH. ADPH agrees to provide to TRADING PARTNER electronic access to the ImmPRINT via TRADING PARTNER’S operated computer systems.

Section 4. Termination. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. This will disable all security and site information, blocking future data transmissions from this TRADING PARTNER.

In the event that either party violates a material term of this agreement, the other party has the right to immediate termination of this agreement by providing notice to the breaching party.

Section 5. Independent Contractor Relationship. It is expressly acknowledged between the parties that each party is performing its obligations and duties under this Agreement as an “independent contractor” and nothing in this Agreement is intended nor shall be construed to create an employer/employee, master/servant, principal/agent, or a joint venture relationship.

Neither party, including such party’s employees, representatives, agents, attorneys, servants, successors or assigns shall have any right or authority to act on behalf of or to bind the other



party in any manner whatsoever. The provisions of this Section shall survive the expiration or termination of this Agreement.

Section 6. Agent and Subcontractor Compliance. TRADING PARTNER shall ensure that any of its agents and subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which TRADING PARTNER receives from ADPH, agree to substantially similar restrictions and conditions which apply to the TRADING PARTNER hereunder regarding the privacy and security of such PHI. ADPH may request copies of downstream subcontracts and agreements to determine whether substantially similar restrictions, terms and conditions have been placed upon downstream subcontractors and vendors. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.

Section 7. Confidential Information. ADPH acknowledges and agrees that information shared pursuant to this Agreement is PHI and that ADPH will not use or disclose PHI exchanged pursuant to this Agreement other than as permitted by the applicable Healthcare Provider in an agreement between such Healthcare Provider and ADPH or as permitted by 45 C.F.R. §164.512(b)(1)(i), which provides that a covered entity may disclose PHI without prior authorization to a public health authority authorized to collect or receive such PHI for purposes of preventing or controlling disease. Further, it is the understanding of the parties that information obtained pursuant to the ImmPRINT is confidential, and thus, ADPH restricts other Site Data Users' access to the ImmPRINT and provides Site Data only when there is a legitimate and professional need to know. ADPH further agrees that, when a Site Data User accesses the ImmPRINT, the only locating data accessible will be such data submitted by that Site Data User.

TRADING PARTNER agrees that the information in ImmPRINT is confidential and thus will only access it and/or provide it when there is a legitimate and professional need to know as documented in this Agreement or otherwise required by law.

Section 8. General.

(a) **Assignment.** This Agreement may not be assigned by either party, whether voluntarily or by operation of law, except with the prior written consent of the other party, which shall not be unreasonably withheld. Subject to such limitation on assignment, the provisions of this Agreement shall be binding upon and inure to the benefit of TRADING PARTNER and ADPH and their respective heirs, personal representatives, successors and assigns.

(b) **Notices.** All notices, requests, demands and communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given by encrypted email. Proper notice will be given 7 days, and other notice will be deemed made when received.

If notice goes to TRADING PARTNER:

Organization Name: _____
Address _____



City, State, Zip

Attn:

Email:

If notice goes to ADPH:

ADPH/IMM
P.O. Box 303017
Montgomery, AL 36103-3017
Or
immpriint@adph.state.al.us

With a copy to ADPH Attorney:

brian.hale@adph.state.al.us

or such addresses as TRADING PARTNER or ADPH may from time to time furnish in writing to the other pursuant to this Section.

(c) **No Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of a subsequent breach of the same or other provision thereof.

(d) **Compliance with Laws.** The parties acknowledge and agree that none of the benefits granted to either party hereunder is conditioned upon any requirement that such make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party.

(e) **Governing Law.** This Agreement shall be interpreted, construed and enforced according to the laws of the State of Alabama.

(f) **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties hereto, and supersedes all prior agreements, oral or written, and all other commitments between the parties relating to the subject matter of this Agreement.

(g) **Force Majeure.** Neither party shall be liable to the other for failure to perform any of the services required herein in the event of strikes, lockouts, calamities, acts of God, unavailability of supplies or other events over which the affected party has no control, for so long as such event continues and for a reasonable period of time thereafter.

(h) **No Third Party Beneficiaries.** This Agreement is entered into for the sole benefit of the parties hereto. Nothing contained in this Agreement or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity who is not a party to this Agreement.

(i) **Amendments.** Any amendments must be in writing and signed by both parties in order to be binding.



(j) **Breaches.** Each party agrees to be liable for activity committed by its own workforce that creates a Breach of Protected Health Information (as these terms are defined under the HIPAA and the Health Information Technology for Economic and Clinical Health (HITECH) Act). Should a Breach of Protected Health Information occur, the responsible party will adhere to breach notification requirements of HIPAA and the HITECH Act.

IN WITNESS WHEREOF, ADPH and TRADING PARTNER have caused this Agreement to be executed by their duly authorized officers as of the ____ day of _____, 20____.

TRADING PARTNER

Signature: _____

Print Name: _____

Its: _____

Email: _____

Phone Number: _____

Address: _____

ALABAMA DEPARTMENT OF PUBLIC HEALTH

_____ Date: _____

Immunization Division Director