

## WISCONSIN IMMUNIZATION REGISTRY ORGANIZATION SECURITY AND CONFIDENTIALITY AGREEMENT

### I. Background

The Wisconsin Immunization Registry (hereinafter "WIR") is a statewide immunization registry and tracking system, through a shared network, that serves the public health goal of reducing or eliminating vaccine preventable diseases. WIR was developed to achieve complete and timely immunizations of individuals. A major barrier to reaching this goal is the continuing difficulty of keeping immunization records accurate and current.

Pursuant to its public health authority under Wis. Stat. §§ 250.04, 252.02(1), and 252.04(1) to prevent, suppress, and conduct surveillance of disease and conduct a statewide immunization program, the Wisconsin Department of Health Services (hereinafter "DHS") created the WIR.

The WIR collects data on Wisconsin residents. Every Wisconsin born child is enrolled in the WIR in order to increase appropriate immunizations among children. This is completed by using information derived from the child's birth certificate, unless the child's parent, guardian, or legal custodian objects to the enrollment.

The WIR Organization Security and Confidentiality Agreement must be signed by an authorized representative identified by the site, if a health care entity or school wishes to participate in the WIR. Staff of the health care entity or school who will be given access to the WIR must sign the WIR User Agreement (F-42008A). Access will be approved by the health care entity's or school's principal/superintendent. The signed documents contain details about the use of data contained in the WIR.

### II. Required Notification to Clients

Participating immunization providers are expected to inform the individual, or their parent, guardian, or legal custodian that data will be submitted to the WIR, unless they request to opt out of the registry or restrict access to the participating provider. The Vaccine Administration Record (F-44702), given at the time of immunization, can be used to provide this notice. This form can be printed directly from the WIR. In addition, the Facts About Your Child's Birth Certificate form (F-05103) includes notification to the parent, guardian, or legal custodian that identifying information will be included in the WIR.

The Vaccine Administration Record (F-44702), located in the WIR, includes notification that data from the immunization encounter will be recorded in the WIR for sharing among participating immunization providers. An individual, or their parent, guardian, or legal custodian may choose to restrict access of the client's record to an individual provider site or disallow such recording altogether. See Section III on how to document access restriction of a client's record.

If the individual, parent, guardian, or legal custodian chooses to exclude the client from the WIR, or to limit data access to a particular provider, that decision will be honored. The individual, parent, guardian, or legal custodian has the right to examine any data about the client in the WIR and indicate errors in it to the provider. The provider will correct the error if appropriate or note the disagreement in the client's file as to whether an error exists.

### III. Client Participation Rights

An individual, or their parent, guardian, or legal custodian may have the client's record excluded from the registry by completing the Wisconsin Immunization Registry Exclusion form (F-05102) and submitting the completed form to the Wisconsin Immunization Program. Authorized WIR staff will then lock the record so it is not retrievable. If a WIR provider subsequently tries to add the same client to the WIR, the provider will be warned that the client has been excluded from the WIR, and the provider will be unable to save the record. Only authorized WIR staff can view or unlock a locked record. The client's data will not be accepted by the WIR if an electronic data transfer includes data on a client who has been excluded.

#### IV. Use of Registry Information

The information contained in the WIR shall only be used for the following purposes:

1. Provide immunization services to the client, including reminder/recall notices.
2. Permit schools to determine the individual immunization status of their students.
3. DHS approved utilization of data for public health purposes.
4. Provide or facilitate third party payments for immunizations (e.g., Medical Assistance).
5. Compile and disseminate non-identifying, statistical information on the organization's active clients and students for immunization-related purposes.
6. Assist providers in keeping a client's immunization status up-to-date, including historical validations and real-time recommendations based on a pre-determined schedule.
7. Eliminate the administration of duplicate immunizations.

#### V. Access to Registry Information

The WIR has a variety of user access levels, dependent upon his/her job responsibility. Users, defined as anyone with access to the WIR, must register and sign a WIR User Agreement (F-42008A). Users are categorized into one of the following user types:

1. Immunization providers (both private and public)
2. Health Management Organizations (HMOs)
3. Confidential lookup (e.g., Head Start)
4. Public and private schools
5. DHS employees and their authorized agents (e.g., WIR staff)

The following table outlines the different types of WIR access allowed for each user group type.

User Type	View Immunizations	View Demographics	Add/Edit Information
Immunization Providers	!	!	!
Health Maintenance Organization	!	!	!
Schools	!	!	!
Confidential Lookup	✓	✓	X
DHS/Agents	!	!	!

! - has authorization to access all information

✓ - has authorization to access all information except contact information

X - has no authorization to access

**View Immunizations** means the user has permission to view the entire immunization history and status (e.g., whether or not the client is up-to-date with recommended immunizations).

**View Demographics** means the user can view information about the client, including the client's name, date of birth, mother's maiden name, address, and telephone number.

**Add/Edit Information** means the user can add new immunizations to a client's record and edit immunizations previously recorded in a client's record. If an immunization was recorded as new, meaning it was drawn from a provider's inventory, no other provider may edit the immunization. Users may add a new client record into the WIR database or update information for a client already maintained in the WIR database.

#### VI. User Participation Requirements

WIR access will be allowed only through WIR approved access procedures as described in the WIR User Manual. Each person granted access to the WIR must have a unique login ID and password. Users are prohibited from disclosing or sharing registry access codes or protocol with anyone.

The WIR site administrator will ensure that users have been adequately trained to use the registry and are not given any higher level of access than that necessary to perform their assigned duties. Every individual who wishes to participate as a user of the WIR must sign and comply with the WIR User Agreement (F-42008A). A signature on the WIR User Agreement indicates that the user has read this agreement, understands the content, has been trained, and agrees to abide by its terms. Agreements are electronically reviewed and renewed in the WIR on an annual basis.

Prior to any training on use of the WIR and gaining access to the registry data, the WIR User Agreement (F-42008A) must be signed by an authorized representative of the participating health care entity or school. At least one person from each site must complete the training for the WIR site administrator position. Having completed the training, the site administrator may enroll users, who have been trained by the site administrator in the use of the WIR and have signed the WIR User Agreement, at the appropriate access level. The participating health care entity or school assumes responsibility for the individual's usage of the WIR. Providing access to the WIR to outside organizations or individuals is strictly forbidden (e.g., local health department providing access to a school).

Only personnel whose assigned duties include functions associated with the immunization of clients can be given access to the WIR information. All personnel including permanent and temporary employees, volunteers, contractors, and consultants for that organization will be required to sign a WIR User Agreement before gaining access to the registry. Whenever a user terminates their employment or other status such as a change in job, that person's WIR user account must be deactivated immediately by the WIR Administrator. A user taking an extended leave of absence must have the account status set to 'inactive.'

## **VII. Disclosure of Registry Information**

Identifying information contained in the WIR will only be accessible to DHS personnel, their authorized agents and authorized users. Requests for data that go beyond the purposes outlined in Section IV of this document must be forwarded to the Wisconsin Immunization Program Director. The Wisconsin Immunization Program Director should also be notified in advance if the WIR data is to be cited in any publications.

Any non-health use of WIR data is prohibited and no user shall attempt to copy the database or software used to access the WIR database. The registry will not be used to locate an individual, unless the disclosure is approved by DHS staff in accordance with applicable laws or the individual, parent, guardian, or legal custodian has consented to the disclosure. Identifying WIR data will not be disclosed to unauthorized individuals, including law enforcement, unless permitted by law. All subpoenas, court orders, and other legal demands for WIR data received by any authorized user of the WIR must be forthwith brought to the attention of the Wisconsin Immunization Program Director, who will consult DHS legal counsel.

## **VIII. Penalties for Unauthorized Disclosures**

Any use of the WIR that violates the WIR User Agreement (F-42008A) will subject the user to revocation of the user's access privileges and may result in civil or criminal penalties for improper use or disclosure of health information. In addition, the user's supervisor and the owner of the provider practice will be notified of the breach of confidentiality and asked to take action appropriate to their organization.

## **IX. User Agreement Acknowledgement**

DHS reserves the right to audit, monitor, record, and/or disclose all transactions and data sent over this system in a manner consistent with State and Federal law. Any illegal, unauthorized use or modification of a State of Wisconsin data system or its contents is prohibited and may be subject to civil or criminal prosecution under state and/or federal laws.

On behalf of the organization that I am authorized to represent in this agreement, my acceptance of this agreement below indicates that I have read the WIR Organization Security and Confidentiality Agreement, understand the content, and agree to abide to its terms.

Check which type of WIR access requested:

- Immunization Provider     HMO     Confidential Lookup     School/District

Name of Organization or School/District

Note 1: Signing authority and main contact may or may not be the same person.  
 Note 2: The signing authority must be the principal or superintendent for schools/districts.

Name of Signing Authority

Signing Authority's Role

Address (City/State/Zip Code)

Email Address

Phone

**SIGNATURE** - Signing Authority

Date Signed

Name of Main Contact

Main Contact's Role

Address (City/State/Zip Code)

Email Address

Phone

**SIGNATURE** - Main Contact

Date Signed