

**DOCUMENT 19:
HEALTH INFORMATION INSTITUTE HEALTH CARE PROVIDER
INFORMATION SHARING AGREEMENT**

Provider Name: _____

Contact Name/Phone: _____

HEALTH INFORMATION INSTITUTE, INC.
Health Care Provider
Information Sharing Agreement

I. The Health Information Institute, Inc. is a Washington corporation ("HII") which serves as a communications link, data repository and data retrieval facility for health care providers, to permit them to share information about the immunization status of children and adults in their care with other providers. HII maintains a health care information system and immunization history database which is directly linked to health care providers' offices, and may be linked into their computer-based patient information systems.

II. The Provider who is entering into this Agreement is (check one):

- An individual who is licensed, certified, registered or otherwise authorized by the laws of the State of Washington to provide health care in the practice of his or her profession or the ordinary course of his or her business.
- A professional corporation or limited liability company, public agency or other entity or organization which is authorized or otherwise qualified to and does provide health care services through individual shareholders, members, officers, employees, contractors, or other personnel who are licensed, certified, registered or otherwise authorized to provide health care in the practice of their profession(s) or the ordinary course of their business(es).

III. HII's system primarily depends upon the individual providers who use the system to ensure that the patient immunization information in the database is true, accurate and complete. In turn, providers using patient immunization information provided through HII are entitled to rely upon it just as if it were part of their own patients' clinical records, whether generated by the provider's own office staff or forwarded by fax or mail from another provider's office.

IV. HII shall provide the Provider with a current and periodically updated User's Manual, which shall describe the processes and procedures, and other features and requirements for use of the HII system. The User's Manual shall be considered a part of the contractual relationship between HII and the Provider for use of the HII System. The User's Manual may modify the terms of this Agreement, but shall under no circumstances establish processes or procedures which fail to meet all applicable individual health information privacy protection standards in force under state and federal law, and shall be updated if and when necessary to ensure such compliance.

A. The Provider's Obligation to Communicate a True, Accurate and Complete Record:

1. By entering into this agreement with HII, the undersigned Provider will obtain the benefit of on-line access to immunization information to assist in providing health care for its patients, including information provided or verified by other health care providers. In return, the Provider will be responsible for (a) updating immunization information as needed, (b) initiating new entries in the system upon providing immunization care to a patient for whom no pre-existing record exists, and (c) editing a record or notifying HII of a potential error if the Provider has reason to believe any information contained in it is not true or accurate, or it is not complete.

2. The Provider acknowledges that other providers who have contracted with HII will rely upon information provided under this Agreement through HII in making decisions concerning patient care as well. The knowing or reckless provision or verification of false or materially inaccurate or materially incomplete information by the Provider may be grounds for termination of this Agreement at once at HII's discretion, and may expose the Provider to liability for damages in the event that such erroneous information is a cause of harm to a patient.

3. If HII has reason to believe that the Provider may have provided false, materially inaccurate or materially incomplete information, or from time to time as part of an HII Quality Assurance Program, HII may audit the Provider to verify the truth, accuracy and completeness of the information he or she has provided. The Provider will cooperate with any such audit, which will be at HII's expense after giving reasonable notice to the Provider, and conducted with as little disruption of Provider's business as reasonably possible. All information reviewed by HII for audit purposes will be kept confidential under the terms of HII's Obligation to Maintain Provider Confidentiality stated below, unless HII reasonably believes disclosure is necessary to establish a claim or defense on behalf of HII in a legal proceeding involving HII and the Provider.

C. HII's Obligation to Maintain Provider Confidentiality:

HII may from time to time receive requests from health plans, public health agencies, academic researchers or other interested parties seeking information which may pertain to providers. HII WILL NOT RELEASE ANY INFORMATION IDENTIFYING ANY PROVIDER, OR ANY INDIVIDUAL AFFILIATED WITH ANY PROVIDER WHO HAS SIGNED THIS CONTRACT TO ANY SUCH PARTY WITHOUT THE WRITTEN CONSENT OF THE PROVIDER OR OTHER IDENTIFIED PERSON(S), EXCEPT IN THE EVENT THAT SUCH DISCLOSURE IS REQUIRED BY COURT OR AGENCY ORDER. IN THE EVENT OF SUCH AN ORDER HII WILL CONTEST THE DISCLOSURE AND, UNLESS PROHIBITED BY LAW, SHALL GIVE THE PROVIDER PROMPT NOTICE OF ITS SERVICE. This nondisclosure obligation does not apply to disclosures to other health care providers who have entered into a Health Care Provider Information Sharing Agreement with HII, when disclosed as part of the immunization information provided with respect to a particular patient.

D. Joint Obligations to Maintain Patient Privacy:

HII 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 parties therefore agree that:

1. HII may amend these Obligations (a) in order to comply with newly enacted or amended state or federal laws or regulations, (b) in response to a previously unanticipated risk of breach of privacy which may become apparent in the operation of the information system, (c) in order to adopt standards, features or procedures which HII may deem more effective in the protection of privacy, or (d) 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 in the form of amendments to HII's User's Manual, and will become effective upon HII's communication of the change to the Provider in writing. Such amendments shall not affect the other provisions of this contract.

2. The Provider shall disclose information received from other providers through HII's information system about identified individual patients only to those individuals, to their parents or other legal guardians, to the Provider's employees, contractors, agents or other affiliates authorized to act on behalf of the Provider under this Agreement, or through HII to other health care providers who have entered into an Health Care Provider Information Sharing Agreement with HII and who need the information in order to provide health care to that patient, unless (a) the Provider obtains a release under the terms stated below, or (b) pursuant to a court or agency order requiring such disclosure.

3. HII shall disclose information pertaining to identified individual patients only to those individuals, their parents or other legal guardians, or health care providers who have entered into an Individual Provider Information Sharing Agreement with HII and who need the information in order to provide health care to that patient, unless (a) HII obtains a release under the terms stated below, or (b) pursuant to a court or agency order requiring such disclosure.

4. If either HII or the Provider discloses information which is otherwise barred from disclosure under this Agreement pursuant to a release, the party making the disclosure shall ensure that the release is (a) in written form, with a copy retained in the records of the disclosing party, (b) executed by a person with the legal authority to enter into such a release, (c) legally applicable to the information to be disclosed, and (d) effective on the date of the disclosure.

5. HII shall implement an internal Privacy Compliance Plan, including at least (a) an information technology system which supports database privacy and system security including user authentication, data encryption, and monitoring and keeping a record of all database access, storage and data retrieval transactions by system users, (b) the establishment and maintenance of standards and procedures to be followed by HII employees for the protection of privacy, (c) hiring policies designed to prevent persons with a propensity to invade the privacy of others from having access to information, (d) monitoring and other procedures intended to detect and prevent unauthorized access to information, and (e) disciplinary procedures for HII employees who breach such standards and procedures.

6. HII shall provide the Provider with a confidential authentication and password security solution for purposes of accessing HII's database system. The User's Manual shall specify the procedures for access to the HII database system by the Provider and the Provider's employees, contractors, staff, agents or other affiliated individuals authorized to act on behalf of the Provider under this Agreement, and HII shall provide training in the use of the HII security solution. Once the User's Manual and the HII training have been provided, the Provider shall ensure that the Provider and the Provider's employees, contractors, staff, agents or other affiliated individuals comply with the terms of this Agreement and the User's Manual at all times in using the HII system.

7. The Provider shall ensure that each individual system user's personal authentication identity and password is disclosed only to individuals authorized by the Provider to assist in procuring health care information about patients, and that such user(s)' identity and password is supplied to HII prior to such individual having access to the HII system on behalf of the Provider. In the event the Provider discovers that the password is known to an unauthorized individual, the Provider shall notify HII at once. HII shall cancel any such disclosed password, and require the Provider to establish a new password for such user.

8. The Provider shall obtain information about individual patients from HII only for the purpose of providing health care to those patients and/or to utilize the information services which are identified in Appendix A ("Information Services"). In the event the Provider receives information indicating that any person associated with the Provider may have accessed information for any other purpose, the Provider shall notify HII at once, and such person shall be denied further access pending HII's investigation. HII may at its discretion deny access to any person HII has reason to believe accessed information from HII for a purpose other than those within the scope of this Agreement.

9. If HII has reason to believe that the Provider may have permitted a material breach of these Obligations to Maintain Patient Privacy, or from time to time as part of HII's Privacy Compliance Plan, HII may audit the Provider to determine its compliance with these Obligations. The Provider will cooperate with any such audit, which will be at HII's expense after giving reasonable notice to the Provider, and conducted with as little disruption of Provider's business as reasonably possible. All information reviewed by HII for audit purposes will be kept confidential under the terms of HII's Obligation to Maintain Provider Confidentiality, unless HII reasonably believes disclosure is necessary to establish a claim or defense on behalf of HII in a legal proceeding involving HII and the Provider.

E. Information to be Provided by HII:

1. The information and data access services available to the Provider under this agreement are set forth in Appendix A to this Agreement. HII may make additional or enhanced Information Services available to the Provider from time to time, by giving written notice of the amendment including identification of the change, any associated costs, and any modifications to user procedures which pertain to such amendment. Such amendments will be incorporated into this agreement in the form of amendments to the Information Services, and become effective

upon the Provider's receipt of the notice of amendment from HII. Such amendments shall not affect the other provisions of this contract.

2. In addition to operating its own database and information system HII is licensed to provide access to the CHILD Profile Immunization Registry and Tracking System, a database system designed to store and communicate immunization information pertaining to adults and children in Washington State ("CHILD Profile"). The information available through the CHILD Profile system is intended to include as broad a portion of the population age six and under of the State of Washington as possible. Because some of the patient data contained in the CHILD Profile database has been obtained from sources other than providers who have entered into Individual Provider Information Sharing Agreements with HII:

a. HII cannot guarantee that information concerning any specific individual will be available. However, HII will use its best efforts to promote the entry of data into the system, in order to maintain and expand the system's coverage of the population.

b. HII cannot guarantee the truth, accuracy or completeness of such information. However, HII will supplement, correct and validate the data upon provider notice of potential error(s).

3. HII will use its best efforts to make HII's system and/or the CHILD Profile system available to the Provider in accordance with the Information Services provisions of Appendix A. The Provider will access such systems according to the processes and procedures set forth in the User's Manual.

4. HII's Information Services may include recommendations for immunization treatments, information related to the vaccines used in providing immunization treatments, and other information relevant to the provision of immunization services. HII will use its best efforts to ensure that all such recommendations and information is derived from recognized medical and/or pharmaceutical authorities, and is regularly updated to maintain its validity. However, the Provider is solely responsible for ensuring that independent professional judgment is used in making use of such information.

5. HII DOES NOT GUARANTEE THE TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO INDIVIDUAL PATIENT INFORMATION AND ANY TREATMENT INFORMATION AND/OR RECOMMENDATIONS PROVIDED AS PART OF THE INFORMATION SERVICES. THE PROVIDER IS SOLELY RESPONSIBLE FOR THE USE OF INDEPENDENT PROFESSIONAL JUDGMENT IN THE USE OF SUCH INFORMATION. HII 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 PROVIDER AND/OR THE PROVIDER'S EMPLOYEES, CONTRACTORS, AGENTS OR AFFILIATED PERSONS.

F. Billing Information:

1. The Provider will pay HII fees in accordance with the Fee Schedule attached as Appendix B.

2. HII may amend the Fee Schedule from time to time. Any such change shall be communicated in writing to the Provider, and shall be considered in force and accepted by the Provider thirty days from the date the Provider receives written notice of the change, unless HII receives a written objection from the Provider before the end of that thirty day period.

G. Termination:

1. This Agreement may be modified only by (a) the terms of the User's Manual, as published and updated by HII, (b) the amendment of the Information Services by HII, or (c) the amendment of the Fee Schedule by HII.

2. This Agreement may be terminated by either party effective as of the end of any calendar quarter, by giving written notice of termination received by the other party on or before thirty days before the end of the quarter; provided that HII may terminate this Agreement at once at its discretion upon HII's verification of any material breach by the Provider of any provision of the Provider's Obligation to Communicate a True, Accurate and Complete Record or Obligations to Maintain Patient Privacy, or the Provider's failure to cooperate in any audit initiated by HII to determine whether such a breach may have occurred.

H. Provider Information:

(Please type or print all information)

By executing below, the undersigned Provider accepts the terms and conditions of this agreement:

Name of Provider: _____

Contact Person: _____

Street Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Person(s) Authorized to Access Information on Behalf of Provider:

AGREED this ___ day of _____, 199__.

PROVIDER:

HEALTH INFORMATION INSTITUTE,
INC.:

Signature

Joseph H. Rosmann, President

Name, Title (Please Print)

APPENDIX A: INFORMATION SERVICES

Available to the Provider

The following services are available to the Provider under this agreement. These services are included in the standard package of CHILD Profile Information Services available from HII under its agreement with the Joint Executive Management Team (JEMT) of the Seattle-King County Department of Health and the Snohomish Health District to resell use of the CHILD Profile system to Providers in the state of Washington. The CHILD Profile system is operated by JEMT 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. JEMT is solely responsible for the operation of the CHILD Profile system. HII's sole responsibility is to assist JEMT in the marketing of the CHILD Profile services in the State of Washington.

The CHILD Profile system and database contains data about children in Washington State including demographic information and data on their immunization treatment history. The Provider will have full access to the CHILD Profile System and its on-line services features during the hours of 7:00 AM to 8:00 PM, Monday through Saturday of each week.

Use of the CHILD Profile system is made available to the Provider in accord with the guidelines and end-user procedures established in the CHILD Profile User Manual which is a part of this agreement.

On-line Patient Record Queries and Immunization Record Access and Updating:

The provider, using a standard personal computer and modem, or a direct network connection to the CHILD Profile system, and whose identity has been established with the CHILD Profile system in accord with the user authentication procedures for the CHILD PROFILE system, can query the CHILD Profile database to ascertain whether his/her patient has a record in the CHILD Profile database. The provider can update the demographic data for the patient and/or create a new demographic record.

The provider can also query the database to view the record of immunization treatment events for the patient, create a new record for a new immunization, and record notes regarding patient conditions that may be useful in subsequent immunization treatment decisions. Vaccine manufacturer lot numbers can be recorded for the treatment event. The system also records the user identity of the person updating the record.

The provider can also obtain recommendations for immunization treatments for the child based on the immunization schedule algorithm used by the CHILD Profile system for evaluating the immunization status of a child. This algorithm is based on the pediatric immunization schedule published by the U.S. Centers for Disease Control with the advice of the American Academy of Pediatrics.

Reminder/Recall:

Providers will receive at their computer workstation patient-specific and vaccine-specific listings to be used by their office to notify patients prior to a scheduled immunization, or to follow up with a patient when a scheduled immunization has not been completed on a timely basis. This information will be provided to the provider at the provider's option in two forms: a list of patients and their phone numbers which can be printed on a standard computer printer, or images containing the mailing address of the child which can be printed on standard mailing label forms.

Individual Immunization History Reports:

Reports to a provider of an individual patient's immunization history. Reports are printed either on the physicians local office printer or on their fax machine.

Vaccine Distribution Reports:

Customized reports for medical clinics and physician offices that describe the status of current vaccine inventory, the total number of doses of vaccine delivered during the previous month, and additional supplies needed by the clinic/office can be prepared as required and defined by the State Department of Health's Vaccine Distribution Program.

APPENDIX B
Schedule of Fees and Payment Procedures

The provider is responsible for payments to HII for use of the CHILD Profile system in accord with the following payment schedule and billing and payment procedures for the information services described in Appendix A:

524 per year for each child under the provider's care for use of all on-line system features while less than 50% of children under the age of six in the county of the provider's place of business have immunization records in the CHILD Profile database.

\$1.04 per year for each child under the provider's care for use of all on-line system features while less than 75% of children under the age of six in the county of the provider's place of business have immunization records in the CHILD Profile database.

\$1.56 per year for each child under the provider's care for use of all on-line system features when 75% or more of all children under the age of six in the county of the provider's place of business have immunization records in the CHILD Profile database.

Billing and Payment Procedures

1. The Provider will pay HII the above applicable fee on a pro-rata bases each quarter for each Immunization Patient in its care. Within thirty days from the end of each quarter, beginning on the last day of the quarter including the effective date stated below, HII shall send the Provider an invoice listing all Immunization Patients for which such fee is due, including a statement of the total sum due for that quarter. Payment shall be due on or before thirty days from the date of the invoice.

2. For billing purposes, a person will be considered an Immunization Patient in the care of the Provider which (a) most recently accessed the database for information with respect to that person, (b) most recently received a listing of immunizations due including that person without notifying HII that such person was not in the Provider's care, (c) most recently received an individual immunization report for that person without notifying HII that such person was not in the Provider's care; (d) most recently administered an immunization recorded in the CHILD Profile database to that person, or (e) most recently provided immunization and/or demographic information for inclusion in the CHILD Profile database, whichever is latest; provided that a Provider may object to such an identification in writing or electronic message received by HII no later than thirty days from the date of the HII invoice including the identification to which the Provider objects.

Once an identification has been made and not timely objected to, the Immunization Patient will continue to be considered to be in the care of the Provider until the later of (a) the Immunization Patient's sixth birthday, as shown in the CHILD Profile database or, (b) the last

day of the quarter in which an objection to identification which has been accepted by HII was made.

If the Provider makes a timely objection to the identification of a patient, HII shall have thirty days from the date of its receipt of the objection to request the Provider to state the basis for the objection and provide any information available to the Provider which supports the objection, or accept the objection. If HII does not timely request such statement and verifying information HII will be considered to have accepted the objection and the Provider shall not be liable for any payment to HII with respect to any period after the end of the quarter in which the objection was received by HII.

If HII does timely request such statement and verifying information it shall be forwarded promptly in writing by Provider to HII, and HII shall independently verify in its reasonable discretion whether or not the Immunization Patient is still considered to be in the Provider's care. Any of the following will be considered conclusive proof that an Immunization Patient identified with the Provider is still receiving health care from that Provider:

- a. The receipt of compensation from a health plan for the provision of non-emergency health care provided to the Immunization Patient during the quarter in which the Provider's objection is made.
- b. The accessing of the CHILD Profile database for information concerning the Immunization Patient during the quarter in which the Provider's objection is made.
- c. The receipt of a listing showing an immunization due or an individual immunization report for the Immunization Patient without notifying HII that such person was not in the Provider's care, during the quarter in which the Provider's objection is made.