

**DOCUMENT 37:
STATE OF SOUTH DAKOTA MEMORANDUM OF UNDERSTANDING
FOR THE SOUTH DAKOTA IMMUNIZATION INFORMATION
SYSTEM**

**STATE OF SOUTH DAKOTA
MEMORANDUM OF UNDERSTANDING
FOR THE SOUTH DAKOTA IMMUNIZATION INFORMATION SYSTEM (SDIIS)**

State and Clinic hereby agree to this Memorandum of Understanding (MOU) concerning Clinic's use of a computer and software provided by the State for entering immunization information into the South Dakota Immunization Information System (SDIIS). This MOU replaces any and all previous MOUs entered between the parties regarding the SDIIS. This MOU begins the day both computer and software are installed and terminates December 31, 2007. This MOU can be terminated upon 30 days written notice being received by the other party and may be terminated for cause by State at any time with or without notice.

I. STATE

A. Application

State will provide the SDIIS software to Clinic for the purpose of participating in SDIIS. State will install the computer and configure the system for SDIIS. Ongoing improvements to the SDIIS software are the responsibility of State. No fee or charge will be assessed to Clinic for the initial installation, periodic upgrading, or the basic SDIIS training of Clinic personnel. Technical support for the SDIIS application will be provided by State. State will maintain a toll free number for Clinic's connection to the SDIIS database.

B. Security

State is responsible for the physical security of the SDIIS servers. State will take reasonable and appropriate measures to protect against unauthorized access and to provide the appropriate physical environment for the file servers and associated equipment. State is responsible for monitoring the SDIIS central database to protect against inappropriate system use.

C. Training

The SDIIS project team, consisting of State and contract personnel, is responsible for Clinic's initial SDIIS application training. This training is not intended to provide basic personal computer, Windows, or browser skills, which are Clinic's responsibility. State will provide additional training as changes to the application merit. State is responsible for providing a copy of routine updates and the SDIIS application User's Guide to Clinic.

II. CLINIC

A. Use

Clinic is responsible for appropriately using the SDIIS software for the sole purpose of participating in SDIIS. The SDIIS purpose is to maintain a database of all children immunized at Clinic and in South Dakota with a goal of age-appropriate immunizations. Other uses of SDIIS are inappropriate and forbidden. Inappropriate uses of the software include, but are not limited to, assisting in bill collection or locating or identifying persons for reasons other than increasing immunization levels. Inappropriate uses may result in Clinic's exclusion from the SDIIS, as well as other civil or criminal penalties.

Clinic may use the computer for other applications when SDIIS is not in use. SDIIS must be given top priority. Periodic software upgrades of SDIIS will be performed by State personnel. While every effort will be made to not adversely impact other applications Clinic has installed, resolution of non-SDIIS problems is ultimately Clinic's responsibility.

Clinic is responsible for providing a phone line and internet connectivity. If Clinic fails to use SDIIS for three consecutive months, State reserves the right to recall the state-supplied computer and/or software.

Clinic is responsible for entering immunization information into the SDIIS. It is strongly recommended that data be entered daily.

The inventory report generated by SDIIS for Clinic should match its actual inventory. State will conduct an annual audit at Clinic. The audit will include a verification of vaccine inventory generated by the SDIIS application to the actual doses in inventory. If inventory cannot be verified, State will work with Clinic to determine the error source and help rectify the inventory.

Clinic is responsible for the maintenance and/or replacement costs associated with the computer and modem following expiration of the computer manufacturer's warranty. The phone line and internet connectivity are Clinic's sole responsibility.

Clinic agrees to impose no charge or fee to the patient or client for SDIIS use.

B. Confidentiality

Any release of information outside the intended use of SDIIS is the responsibility of Clinic, and should be conducted in the same manner as any release of patient/client immunization histories. Clinic agrees to have written policy or procedures in place to ensure the security of immunization records. Use of information in an inappropriate manner is a Class 1 misdemeanor per SDCL 34-22-12.5.

C. Maintenance of Hardware

Clinic assumes full responsibility for the hardware, including resolution of any malfunctions or problems. This would include maintenance and/or replacement of computer.

D. Employee Status

Neither Clinic nor any employee or agent thereof will hold him or herself out as, or claim to be, an officer or employee of State and will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of State including, but not limited to, workers' compensation, health, life or malpractice insurance, retirement membership or credit, and clinic agrees to assume responsibility for such liabilities.

E. Negligence

Clinic agrees to hold harmless and indemnify the State of South Dakota, its officers, agent and employees, from and against any and all actions, suits, damages, liability or other proceeding which may arise as a result of performing services hereunder. This section does not require Clinic to be responsible for or defend against claims or damages arising solely from acts or omissions of State, its officers or employees.