

## WISCONSIN IMMUNIZATION REGISTRY (WIR) SECURITY AND CONFIDENTIALITY AGREEMENT

### I. Background:

Pursuant to its public health authority under sections 252.04(1), 252.02(1), and 250.04, Wis. Stats., to prevent, suppress, and conduct surveillance of disease and to conduct a statewide immunization program, the Wisconsin Department of Health and Family Services (DHFS) has created the Wisconsin Immunization Registry.

In order to increase appropriate immunizations among preschool children, every child born in Wisconsin is enrolled in the registry, using information derived from the child's birth certificate, unless the child's parent, guardian, or legal custodian objects to the enrollment.

If a health care entity or school wishes to participate in the WIR, the WIR Security and Confidentiality Agreement must be signed by a designated representative. Staff of the health care entity or school who will be given access to the WIR must sign the WIR User Security and Confidentiality Agreement. The signed documents contain detail about the use of data contained in the WIR. WIR data is confidential. Breach of confidentiality requirements will subject the user, health care entity or school to termination from participation in the WIR and may result in civil or criminal penalties for improper disclosure of health information.

### II. Notification

Protecting the privacy of clients and the security of information contained in the WIR is a high priority for the Wisconsin Department of Health and Family Services.

The Birth Certificate Application (HCF 5103B) and the Facts About Your Child's Birth Certificate (HCF 5103) includes notification to the parent, guardian or legal custodian that identifying information from the application will be transferred to the WIR unless the parent, guardian or legal custodian chooses to opt-out of the registry (see section III, Client Participation).

The Vaccine Administration Record (DPH 4702) provided by the Division of Public Health (DPH) or available from the WIR includes notification that data from the immunization encounter may be recorded in the WIR for sharing among participating immunization providers. The parent, guardian or legal custodian may choose to restrict access to the individual provider site or disallow such recording altogether.

### III. Client Participation

The parent, guardian or legal custodian may have the client's record excluded from the registry by completing Wisconsin Immunization Registry Exclusion (HCF 5102) and submitting the completed form to the State Vital Records Office. The WIR database administrator will then lock the record so it is not retrievable. If a WIR provider subsequently tries to add the same client to the registry, 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 the WIR database administrator has the ability to view or unlock a locked record. If an electronic data transfer includes data on a child who has been excluded, the client's data will not be transferred to the WIR.

### IV. Access to and Disclosure of Registry Information

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

1. To provide immunization services to the client, including reminder/recall notices.
2. Permit schools to determine the individual immunization status of their students.
3. Provide or facilitate third party payments for immunizations, e.g., medical assistance.
4. Compile and disseminate non-identifying, statistical information of immunization status on groups of clients or population in Wisconsin.
5. 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.
6. Eliminate the administration of duplicate immunizations.

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 without written consent from the DHFS.

Users, defined as anyone with access to the WIR, must register and sign a WIR User Security and Confidentiality Agreement (see attachments). Users are categorized into one of the following user types:

- 1) Immunization providers (both private and public)
- 2) Health Management Organizations (HMO)
- 3) Confidential lookup (Nursing Homes, Head Start and Foster Placement Agencies)
- 4) Public and private schools
- 5) Wisconsin Division of Public Health 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	•	•	•
HMO	◆	◆	•
Schools	◆	◆	
Confidential Lookup	◆	◆	
DHFS / Agents	•	•	•

- - has authorization to access all information
- ◆ - has authorization to access a subset of the information, with contact information removed

**View Immunizations** means the user has permission to view the entire immunization history and status (i.e., 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 already 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. Providers may edit historical immunizations not marked as given by an agency. Users may add a new client record into the WIR database or alter the details on a client already contained in the WIR database.

## V. User Participation

Every individual who wishes to participate as a user of the WIR must sign and comply with the WIR User Security and Confidentiality Agreement. Any use of the WIR that violates the WIR User Security and Confidentiality Agreement will subject the user to revocation of the user's access privileges and may result in civil or criminal penalties for improper disclosure of health information.

The WIR Security and Confidentiality Agreement must be signed by a representative of the participating health care entity or school, prior to any training on use of the WIR and gaining access to the registry data. One or more persons from each site must complete the training for the WIR Site Administrator(s). Having completed the training, the Site Administrator(s) may enroll users who have been trained in the use of the WIR at the appropriate access level and have signed the WIR User Security and Confidentiality Agreement. The Site Administrator(s) will maintain a file of signed WIR User Security and Confidentiality Agreements and will require new agreements to be signed by users every two years. The participating health care entity or school assumes responsibility for the individual's usage of the WIR. Providing access to WIR to outside organizations is strictly forbidden, (example: 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 registry information. All personnel including permanent and temporary employees, volunteers, contractors, and consultants will be required to sign a WIR User Security and Confidentiality Agreement before gaining access to the registry. Whenever a user terminates the employment or other status, that person's WIR user account must be removed immediately. A user taking an extended leave of absence must have the account status set to Inactive. Users who fail to access the WIR for more than 60 consecutive days will have their accounts inactivated by WIR.

Access to the registry will be allowed only through registry approved access procedures. Each person granted access to the WIR must have a unique login ID and password. Shared login IDs and passwords will not be permitted. Users are prohibited from disclosing registry access codes or protocol to unauthorized persons. Site administrators 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.

Identifying information contained in the WIR will only be accessible to Wisconsin Department of Health and Family Services personnel, their authorized agents and authorized users. Requests for data for research purposes that go beyond the scope of the individual provider's patients or the local health department area of jurisdiction must be forwarded to the Director of the Wisconsin Immunization Program.

WIR data identifying clients will not be disclosed to unauthorized individuals, including law enforcement, without the approval of the Director of the Wisconsin Immunization Program. 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 WIR staff, who will consult DHFS legal counsel.

Participating immunization providers are expected to inform the child's parent, guardian or legal custodian that data may be transferred to the WIR and give the parent, guardian or legal custodian the opportunity to exclude the child from the registry or restrict access to the participating provider. The Vaccine Administration Record (DPH Form 4702), given at the time of immunization, can be used to provide this notice. This form may be ordered from the Wisconsin Immunization Program or printed directly from the WIR.

If the 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 parent, guardian or legal custodian has the right to examine any data about the client on the WIR and to indicate errors in it to the provider. The provider will correct the error or note disagreement in the client's file as to whether an error exists.

The registry will not be used to locate a child. Unless the disclosure is approved by the WIR staff in accordance with applicable laws or the parent, guardian, or legal custodian has consented to the disclosure, WIR data concerning an identifiable child will not be disclosed to anyone other than an authorized WIR user. Use of data will be as described in this Agreement.

Wisconsin Department of Health and Family Services personnel and their authorized agents will audit activities on the WIR to ensure the ongoing security of the data contained therein. Each DHFS employee or agent having access to the WIR will sign an Employee Security and Confidentiality Agreement.

The undersigned has read, understands and agrees to abide by this WIR Security and Confidentiality Agreement and understands other participating providers will have access to data entered into the WIR as outlined within this document.

Circle / Highlight type of WIR access requested: **Immunization Provider**    **School**    **HMO**    **Confidential Lookup**  
(list type)

Print Name of Organization: \_\_\_\_\_

Print Name of Signing Authority: \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE** - Signing Authority

\_\_\_\_\_  
Date Signed

Print Name of Main Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_