

## **NEBRASKA STATE IMMUNIZATION INFORMATION SYSTEM (NESIIS) SECURITY AND CONFIDENTIALITY AGREEMENT**

### **I. Background:**

Pursuant to its public health authority under sections 71-529, 71-539, 71-540, 71-541, 71-542, 71-543, and 71-544, Neb Stats., to prevent, suppress, and conduct surveillance of disease and to conduct a statewide immunization program, the Nebraska Department of Health and Human Services (NDHHS) has created the Nebraska State Immunization Information System (NESIIS).

In order to increase appropriate immunizations among children of all ages, every child born in Nebraska is enrolled in the NESIIS, 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 NESIIS, a NESIIS Security and Confidentiality Agreement must be signed by each staff member who will be given access to the NESIIS. This signed document contains details about the use of data contained in the NESIIS. NESIIS data is confidential. Breach of confidentiality requirements is a Class III misdemeanor and will subject the user, health care entity or school to termination from participation in the NESIIS and possible penalties imposed by law.

### **II. Notification**

Protecting the privacy of clients and the security of information contained in the NESIIS is a high priority for the NDHHS.

The Vaccine Administration Record available from the NESIIS includes notification that data from the immunization encounter may be recorded in the NESIIS 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 the NESIIS Opt Out Form and submitting the completed form to the NDHHS Immunization Program. The NESIIS database administrator will then lock the record so it is not retrievable. If a NESIIS provider subsequently tries to add the same client to the system, the provider will be warned that the client has been excluded from the NESIIS, and the provider will be unable to save the record. Only the NESIIS 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 NESIIS.

### **IV. Access to and Disclosure of Immunization Information**

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

1. To provide immunization services to the client, including reminder/recall notices.

2. 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.
3. Eliminate the administration of duplicate immunizations.
4. Permit schools to determine the individual immunization status of their students.
5. Provide or facilitate third party payments for immunizations, e.g., medical assistance,
6. Compile and disseminate non-identifying, statistical information of immunization status on groups of clients or population in Nebraska.

Any non-health use of NESIIS data is prohibited and no user shall attempt to copy the database or software used to access the NESIIS database without written consent from the NDHHS.

Users, defined as anyone with access to the NESIIS, must register and sign this NESIIS User Security and Confidentiality Agreement. 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) Nebraska Department of Health and Human Services employees and their authorized agents (e.g., NDHHS staff)

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

User Type	View Immunizations	View Demographics	Add/Edit Information
Immunization Providers	●	●	●
HMO	◆	◆	●
Schools	◆	◆	
Confidential Lookup	◆	◆	
DHHS/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 a agency. Users may add a new client record into the NESIIS database or alter the details on a client already contained in the NESIIS database.

## V. User Participation

Every individual who wishes to participate as a user of the NESIIS must sign and comply with the NESIIS User Security and Confidentiality Agreement. Any use of the NESIIS that violates the NESIIS 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 NESIIS Security and Confidentiality Agreement must be signed by each user requesting access to the NESIIS prior to any training on use of the NESIIS and gaining access to the NESIIS data. Each person using the NESIIS must complete the training for the NESIIS. After completing the training, the NESIIS Administrator will enroll the user at the appropriate access level for that facility. The NESIIS Administrator will maintain a file of signed NESIIS User Security and Confidentiality Agreements and will require new agreements to be signed by users every year. The participating health care entity or school assumes responsibility for the individual's usage of the NESIIS.

Only personnel whose assigned duties include functions associated with the immunization of clients can be given access to immunization information. All personnel including permanent and temporary employees, volunteers, contractors, and consultants will be required to sign a NESIIS User Security and Confidentiality Agreement before gaining access to the system. Whenever a user terminates employment or other status, the NDHHS Administrator needs to be notified so that person's NESIIS user account can 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 NESIIS for more than 60 consecutive days will have their accounts inactivated by NESIIS.

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

Identifying information contained in the NESIIS will only be accessible to NDHHS Immunization Program personnel, their authorized agents and authorized users. Requests for data for research purposes that go beyond the scope of the individual provider's or the local health department area of jurisdiction must be forwarded to the Program Manager of the NDHHS Immunization Program.

NESIIS data identifying clients will not be disclosed to unauthorized individuals including law enforcement, without the approval of the Program Manager of the NDHHS Immunization Program. All subpoenas, court orders, and other legal demands for NESIIS data received by any authorized user of the NESIIS must be forthwith brought to the attention of the NESIIS staff, who will consult NDHHS legal counsel.

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

If the parent, guardian, or legal custodian chooses to exclude the client from the NESIIS 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 NESIIS and to indicate errors in it to the provider. The provider will correct the error or note disagreement in the client's record as to whether an error exists.

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

NDHHS personnel and their authorized agents will audit activities on the NESIIS to ensure the ongoing security of the data contained therein. Each NDHHS employee or agent having access to the NESIIS will sign an Employee Security and Confidentiality Agreement.

By signing this agreement, I agree to:

- Comply with the NESIIS Security and Confidentiality Agreement and my organization's normal protocol for releasing identifying immunization information for clients.
- Participate and provide immunization data to the NESIIS.
- Enter data timely and accurately.
- Not knowingly enter invalid/false data, falsify any document or data obtained through the NESIIS.
- Use the NESIIS to access information and generate documentation only as necessary to properly conduct the administration and management of immunizations.
- Carefully and deliberately safeguard my user ID and password for the NESIIS and not permit the use of that ID by any other person, unless expressly authorized by NESIIS staff.
- Not furnish identifying information or documentation obtained from the NESIIS to individuals for personal use nor to any individuals who have no duties relating to the administration, recording, and reviewing of immunizations.
- Not attempt to copy the database or software used to access the NESIIS database without written consent from the NDHHS Immunization Program.
- Promptly report to NESIIS staff any threat to or violation of the NESIIS Security and Confidentiality Agreement.
- Allow NDHHS staff and their assigned agents to audit my NESIIS transactions to ensure compliance with the NESIIS Security and Confidentiality Agreement.

I have read, understand, and agree to abide by the NESIIS Security and Confidentiality Agreement and the above requirements. I understand that, if I violate NESIIS confidentiality requirements, my access to NESISS data can be terminated and I may be subject to penalties imposed by law.

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User Name (print) and Title

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User Signature

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Date Signed

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Organization/School Name

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Telephone Number

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Organization/School Address

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City

State

Zip

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User E-mail Address