

REGISTRY USAGE MEMORANDUM OF AGREEMENT

This Illinois Information System USAGE MEMORANDUM OF AGREEMENT (the "Agreement") is dated as of _____, and between the ILLINOIS DEPARTMENT OF PUBLIC HEALTH (the "Department") and _____

(the "Health Care Provider").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. BACKGROUND

The Department has established as an electronic Web-based system for electronic submission of immunization information. The registry is accessible only to registered users, who have predetermined roles. Registered users access the Immunization Information System (IIS) through the Departments WebPortal. The system enables state and local health department staff, health care providers and other reporters to submit information on immunizations administered at their sites.

Users have the ability to search the IIS central repository for the intended purpose of determining immunization status. The IIS central repository contains demographic and immunization information. Access to this information is limited by, user role (Key Master, Admin Level 1, Admin Level 2, Add/Edit/Delete, Add/Edit, Reports Only, View Only).

2. IIS Usage Agreement

The Health Care Provider agrees to:

- a. Ensure that only staff with defined roles are registered as IIS users;
- b. Require each registered IIS user to obtain and utilize his/her own user identification and password, and that such information is not disclosed or shared with other staff.
- c. Notify IDPH within a reasonable amount of time, not to exceed 2 business days of any change in status of any IIS registered users upon terminating employment or redefining role;
- d. Provide a secure and confidential location for entry and retrieval of IIS data;

- e. Ensure that registered users are accessing the system in a manner consistent with their role by responsibility;
- f. Review and maintain signed IIS Non-Disclosure Agreements (Exhibit A) on file for all staff registered as IIS users;
- g. Assign one supervisor staff person to serve as the IIS Auditor to periodically review audit reports guarding against misuse of the system and maintaining records of such auditing procedures;
- h. Develop and enforce strict and swift disciplinary procedures for any identified misuse of the system;
- i. Report to the department within a reasonable amount of time, not to exceed 2 business days any misuse of the system;
- j. Allow the Department reasonable access to the Health Care Provider's site for the purpose of auditing the Health Care Provider's performance under this Agreement, making reasonable accommodation for such purposes;
- k. Exercise its best efforts to ensure the accuracy and completeness of data entered into IIS.
- l. The Health Care Provider assumes responsibility for patient consent. IDPH assumes no responsibility to obtain or verify patient consent to participate in any statewide immunization database.
- m. The Health Care Provider agrees to manually delete all invalid data if they send or exchange data with the immunization registry utilizing an EMR/EHR system that is unable to send or process deleted immunizations. The Health Care Provider ensures that the EMR/EHR system submits valid data to the immunization registry.

3. OTHER PROVISIONS

- a. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. This Agreement is the complete, final, and exclusive statement of the agreement of the parties with respect to the subject matter hereof and it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

- b. This Agreement may not be modified except by a written instrument executed by each of the parties.
- c. The Department may assign its rights and delegate its duties and obligations hereunder upon written notice to the Health Care Provider. Health Care Provider may not assign any of its rights nor delegate any of its duties or obligations hereunder without the prior written consent of the Department.
- d. Any notice required or permitted hereunder shall be deemed to have been duly given only if submitted in writing and delivered by certified U.S. mail, return receipt requested, postage prepaid, by facsimile, by electronic mail, or by reputable overnight courier service to the address of the receiving party as set forth on the signature page hereto or such other address as such party may indicate. Notices shall be deemed delivered when received by the party being notified.
- e. Every provision of this Agreement is intended to be severable, and if any term or provision is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- f. The failure by any party to exercise any right provided herein shall not be deemed a waiver or forfeiture of any such right.
- g. The parties agree that each is performing its obligations hereunder as an independent contractor, and no joint venture, partnership, employment, or other relationship is being created or implied by this Agreement. Neither party has any express or implied right, power or authority to enter into any agreement or any commitment on behalf of the other.
- h. This Agreement shall be construed pursuant to the laws of the State of Illinois, without respect to its conflicts of laws principles, and any action or proceeding arising out of or related to this Agreement shall be brought only in the federal and state courts located in Illinois.
- i. No legal action, regardless of its form, related to or arising out of this Agreement, may be brought by either party more than two (2) years after the cause of action first accrued.

WHEREFORE, the parties have caused this IIS Usage Memorandum of Agreement to be executed as of the above date.

ILLINOIS DEPARTMENT OF
PUBLIC HEALTH

[Health Care Provider Site Name]

Typed Name: Teri Nicholson

Typed Name: _____

Authorized Signature:

Authorized Signature:

Title: Registry Administrator

Title: _____

Address:

Address:

525-535 West Jefferson Street

Springfield, Illinois 62761-0001

EXHIBIT A

ICARE REGISTRY NON-DISCLOSURE AGREEMENT (“AGREEMENT”)

In consideration and as a condition of my employment or continued employment by _____

(the “Health Care Provider”), I hereby agree with the Health Care Provider as follows:

1. I understand that the Health Care Provider has an agreement with the Illinois Department of Public Health (the “Department”) to utilize the Immunization Information System (IIS) to report and retrieve immunization information. My job duties for the Health Care Provider will require that I have access to the data contained in the IIS Registry (the “IIS Data”).

2. I will not at any time, whether during or after the termination of my employment, reveal to any person or entity any of the IIS Data except as may be required in the ordinary course of performing my duties as an employee of the Health Care Provider. The foregoing will not be deemed to prevent my disclosure of Data to the extent such disclosure is required by law or legal process. In the event I reasonably determine I have a legal obligation to disclose any IIS Data, I agree to immediately notify the Health Care Provider in writing, and in any event notify the Health Care Provider prior to making any such disclosure. I further agree to cooperate with the Health Care Provider, at the Health Care Provider’s request and expense, to seek a protective order or other arrangement protecting the confidentiality of any IIS Data so disclosed. Further, except as may be required in the ordinary course of performing my duties as an employee of the Health Care Provider, I agree that during my employment I shall not make, use or permit to be used, any notes, memoranda, reports, lists, records or other documentation of the ICARE Data. I further agree that I shall not, after the termination of my employment, use or permit to be used any such notes, memoranda, reports, lists, records or other documentation of the IIS Data required to have been made in the course of performing my duties as an employee of the Health Care Provider, it being agreed that all of the foregoing shall be and remain the sole and exclusive property of the Health Care Provider and that immediately upon the termination of my employment I shall deliver all of the foregoing, and all copies thereof, to the Health Care provider, at its main office.

3. I agree that any breach of this Agreement by me will cause irreparable damage to the Health Care Provider and the Department and that in the event of such breach each of the Health Care Provider and the

Department shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations hereunder.

4. I understand that this Agreement does not create an obligation on the Health Care Provider or any other person or entity to continue my employment.

5. Any waiver by the Health Care Provider of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof.

6. I hereby agree that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable at law, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.

7. My obligations under this Agreement shall survive the termination of my employment regardless of the manner of such termination and shall be binding upon my heirs, executors, administrators and legal representatives.

8. The term "Health Care Provider" includes any of its subsidiaries, subdivisions or affiliates. The Health Care Provider shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Illinois, and any action involving this Agreement may be in the State and Federal courts located in the State of Illinois the jurisdiction of which I hereby submit to for the purpose of enforcing the terms of this Agreement.

10. I hereby acknowledge and agree that the Department is an intended third-party beneficiary of this Agreement and that, as to my obligations hereunder, the Department may enforce the terms of this Agreement without the necessity of joining the Health Care Provider in any enforcement action.

IN WITNESS WHEREOF, the undersigned, has executed this IIS Registry Non-Disclosure Agreement as a sealed instrument on the _____ day of _____, **2012**.

Printed Name: _____

Signature: _____

Address (Optional): _____

Agreed and Accepted by the Health Care Provider:

Health Care Provider Site Name

Typed Name of Administrator

Authorized Signature for Health Care Provider

Title