

# Data Use Agreement for Participating in the Minnesota Immunization Information Connection (MIIC)

Before the Organization can participate in the Minnesota Immunization Information Connection (MIIC), this Agreement must be read and signed by an Authorized Representative.

## Definitions

For the purposes of this Agreement:

- “MDH” means the Minnesota Department of Health and its employees, agents, and designees.
- “MIIC” means the Minnesota Immunization Information Connection, a secure, web-based immunization information system operated by the Minnesota Department of Health and/or the data saved within the immunization information system.
- “MIIC user” or “user” means any person authorized to use MIIC.
- “MIIC representative” means a MDH staff person or contractual regional representative of MIIC who provides outreach and training on use of MIIC.
- “MIIC Manager” means the MDH staff person designated to lead MIIC Operations or their designee.
- “Organization” means the agency signing this Agreement. This agency is responsible for adhering to all provisions in the Agreement and for assuring that any facilities it oversees also adhere to these provisions. Organizations refers to all those listed in Minnesota Statutes, section 144.3351 as well as the entity a provider as defined in Minnesota Statutes 144.291, subdivision 2, is affiliated with.
- “Facility” means a physical location enrolled to participate in MIIC under this Agreement.
- “Individual” means a client or patient who is actively/currently receiving services from the facility/organization. Providing services can include but is not limited to providing health care, providing health insurance, and providing child care and educational services.
- “Commissioner” means the commissioner of the Minnesota Department of Health.

The data in MIIC contain private information about individuals that must be treated in a manner that preserves their privacy. The organization is responsible for adhering to the following provisions:

## Participating in MIIC

1. Access, provide, and share immunization data as allowed by the Minnesota Immunization Data Sharing Law (Minn. Stat. §144.3351).
2. If the Organization is a health care entity that provides services to patients, at least one provider at each facility within the Organization must be licensed in Minnesota.
3. Designate an Administrator for MIIC who is responsible for establishing and overseeing individual user accounts within the Organization. Each Organization will advise their MIIC representative of the designation of its Administrator and any changes made to that designation.
4. Ensure that current facilities and facilities that later become part of the Organization adhere to all provisions in this Agreement. When new facilities are added to the Organization, notify the MIIC Help Desk at [health.miichelp@state.mn.us](mailto:health.miichelp@state.mn.us) within one week.

## Allowable uses of MIIC

- Assess an individual's immunization status in order to determine needed immunizations when providing the individual services.
- Issue reminder notices to individuals due or recommended for immunizations and recall notices to individuals past due for immunizations.
- Notify an individual of a vaccine-preventable disease outbreak that may affect them.
- Produce individual immunization reports for school admission, child care enrollment, or other processes that require an immunization history.
- Notify an individual of any vaccine recalls.
- Prepare summary reports without personally identifiable information.
- Facilitate the ordering and management of state-supplied vaccine.

## Unallowable uses of MIIC

- Assess an individual's immunization status for employment purposes. This includes verifying immunization status for employees who work for health care organizations or in health care settings unless individual services are being provided.
- Assess an individual's immunization status when that individual is not a patient of the accessing provider for the purpose of providing services to another patient. This includes verifying a birthing parent's RSV immunization status for determining whether the infant requires vaccination.
- Individual consent is not sufficient to authorize an Organization or provider to access immunization data for employment purposes, for providing services to another individual, or for any use that is not allowed.

## Requirements for participating in MIIC

If the organization either reports immunization and demographic data to MIIC or queries MIIC to receive immunization or demographic data:

1. Prominently display and/or distribute informational materials about MIIC that notify individuals of their option to not participate. If a client wants to opt out of MIIC, refer the client to these materials. The decision of whether or not to participate in MIIC and the decision of whether or not to vaccinate are separate and distinct decisions to be made by the individual in consultation with their health care provider. No individual will be penalized for choosing to not participate in MIIC.
2. Data reported to MIIC must be associated with the physical site that administered and/or recorded the immunization.
3. Make a good faith effort to provide complete and accurate immunization information to MIIC within seven days of acquiring the information.
4. Ensure that users do not enter inaccurate data, or falsify data currently in MIIC, neither knowingly nor negligently.
5. Resolve data discrepancies and update the demographic and/or immunization information on individuals as needed in conjunction with MIIC representatives.
6. Ensure that immunization information is not reported to MIIC on those individuals who have indicated to the Organization their desire to opt out of MIIC.

## MIIC DATA USE AGREEMENT FOR PARTICIPATING IN MIIC

7. Ensure that third party entities used by the Organization to help access, aggregate, and/or transport immunization data to/from MIIC will also abide by the terms of this Agreement. The terms must be included in the contract with the third-party entity.
8. Ensure any third parties covered in number seven above do not enter into any further agreements related to MIIC, including a Business Associate Agreement (BAA), without prior authorization by the MIIC manager.
9. Ensure that queries and updates sent to MIIC originate from facilities covered under this Agreement. Facilities should only query for their individuals who they provide services on behalf of and who received health care in Minnesota and/or may have immunization information in MIIC.
10. Ensure that individuals may request access to their immunization record in MIIC through any authorized user. The MIIC User fulfilling the request must make a good faith effort to ensure the person requesting their record has lawful access pursuant to Minnesota Statutes, section 144.292.
11. Ensure that printed reports from MIIC on individuals that go to another Organization authorized to receive immunization information will not contain sensitive information, such as insurance status or mother's name. No demographic information will be disclosed from MIIC to any other government or private entity, except for the allowable uses described above. All requests for data not covered by Minnesota Statutes, section 144.3351, and this Agreement must be referred to MDH's MIIC Manager immediately.

### Ensuring MIIC data privacy and security

1. Take appropriate steps to ensure that assigned login names and passwords are not available to those not authorized to use MIIC. Ensure that login names and passwords are not shared among users; each user must have a unique login name and password.
2. If the Organization accesses MIIC client immunization history and forecasting via an Electronic Health Record (EHR)-embedded link or via a bulk query process, the Organization must have the ability to look into user activity and determine the user if requested by MDH.
3. All authorized users must maintain the privacy of any individually identifiable information contained in MIIC, in accordance with Minnesota Statutes, Sections §144.291-144.293 and §144.3351. Users are only authorized to use immunization information from MIIC based on Minn. Stat. §144.3351, as specified above under "Allowable Uses of MIIC Information."
4. Take appropriate steps to ensure no individual's information is released through unintentional or accidental disclosure.
5. Report immediately to MDH MIIC staff any privacy incident involving private or confidential data of which the user becomes aware. For purposes of this Agreement, "privacy incident" means violation of the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) or the Minnesota Immunization Data law (Minnesota Statutes, section 144.3351). This includes, but is not limited to, improper and/or unauthorized use or disclosure of not public information, improper or unauthorized access to or alteration of data, and incidents in which the confidentiality of the information maintained by the user has been breached. The organization will ensure that any employee using MIIC or MIIC data agrees to be bound by the same restriction.
6. A privacy incident will have occurred when information from MIIC is disclosed for any purpose other than those described in Minnesota Statutes, section 144.3351, as described in this Data Use Agreement, or as otherwise authorized by law. This pertains to both the demographic and immunization information in MIIC, and to release of information in any medium, including electronic, written, or oral.
7. Password-protected screen savers will be active on every workstation that is used to access MIIC.

8. Users' accounts will be inactivated, and any currently active sessions terminated within one business day of voluntary employment termination or transfer. In cases of involuntary termination, the person's account must be inactivated prior to notifying the employee of the termination.
9. Only approved work devices may be used to access MIIC; personal devices are prohibited.
10. All digital and physical MIIC data must be protected with appropriate security controls.
11. Ensure that, when used, all wireless internet connections are secure.
12. Any digital or physical data from the MIIC system should have appropriate security controls in place to safeguard data.
13. Securely destroy any hard copies of information created from MIIC.
14. All authorized users must complete privacy and security training, including training on proper MIIC use, before being granted access.
15. The Organization must cooperate with MDH in any audits, monitoring, or investigations related to MIIC access and use.
16. MIIC users should be assigned minimum level of access necessary to perform their job duties.

## General provisions

1. Neither assign nor transfer any rights or obligations under this Agreement without prior consent of the MIIC Manager.
2. Allow MIIC representatives to monitor the Organization's use of MIIC.
3. Willful violation of this Agreement and its terms is grounds for MDH's MIIC Manager terminating a user's, facility's, or Organization's access to MIIC.
4. Unauthorized disclosures by private providers are governed by Minnesota Statutes §144.298, which allows for "disciplinary action against a provider by the appropriate licensing board or agency."
5. Minnesota Statutes, section 13.09, governs penalties for unauthorized disclosures by any person, and includes possible misdemeanor charges and payment of damages, including reasonable attorney fees. Willful violation of Chapter 13 by any public employee also constitutes just cause for suspension without pay or dismissal of the public employee.

## Effective date

This Agreement becomes effective on the date MDH obtains all required signatures and will remain in effect for a three-year term, at which time it is subject to renewal. The Organization submitting this form should keep an original copy for their records. MDH reserves the right to make changes to these terms and request renewal of the form prior to the completion of the three-year term. MDH also reserves the right to terminate this Agreement at any time.

Note: All DUAs must be submitted electronically using an online form at [MIIC DUA Attestation \(https://redcap.health.state.mn.us/redcap/surveys/?s=47EYXHNHLRHX7YER\)](https://redcap.health.state.mn.us/redcap/surveys/?s=47EYXHNHLRHX7YER).

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To obtain this information in a different format, call: 651-201-5207.