VacTrAK Contract
Healthcare Provider

Section I: Organization Information

Provide information for the main office of the Organization and administrator for user account authorization.

Organization/Practice Name

Organization Administrator | E-mail address

Mailing Address | City | State | Zip Code

Phone Number | Fax Number

Section II: Organization Facility Information

Provide information for facilities or locations. Use additional pages if there are more than two facilities.

Facility Name

Facility Administrator | E-mail address

Mailing Address | City | State | Zip Code

Physical Address | City | State | Zip Code

Phone Number | Fax Number

Facility Name

Facility Administrator | E-mail address

Mailing Address | City | State | Zip Code

Physical Address | City | State | Zip Code

Phone Number | Fax Number

Section III: Additional Practice Information

Estimated number of "active" patient records (visited within past two years):

◯ 1-999 ◯ 1000-4999 ◯ 5000-9999 ◯ 10000+

Age range of patients seen: ☐

Birthing facility? No ◯ Yes ◯ If *"yes" average number of births per month:* ☐

Section IV: Alaska Vaccine Distribution Program (optional)

Authorized Providers may enroll to participate in the Alaska Vaccine Distribution Program to administer State-supplied vaccine to eligible children and adults as a blended inventory of vaccine funded by the Vaccines for Children (VFC) program, Alaska Vaccine Assessment Program (AVAP), and Section 317 of the US Public Health Service Act. Per *7AAC 27.650*, ALL immunizations must be reported to VacTrAK within 14 days of administration and vaccine ordering and inventory tracking is performed in VacTrAK.

Interested in participating in the Alaska Vaccine Distribution Program?

No ◯ Yes ◯ *Current participants mark "yes" and provide PIN number:* ☐

Section V: Electronic Data Exchange (optional)

Technical and security requirements are described in the VacTrAK Local Implementation Guide. The on-boarding process is outlined in the VacTrAK Electronic Data Exchange - Interface Project Stages document.

Interested in starting the on-boarding process for electronic data exchange or are already participating?
No ◯ Yes ◯ *If yes, please provide contact information below.*

Electronic Health Record Software

Name	Vendor	Version

EHR Vendor Contact

Name	Phone	Email

Organization Technical Contact

Name	Phone	Email

Section VI: End User License Agreement and Terms of Use

This End User License Agreement and Terms of Use (this "Agreement") for the Alaska Immunization Information System, "VacTrAK" governs the use of all software, applications, tools, and data provided or accessible at this site: https://dhss.alaska.gov/dph/Epi/iz/Pages/vactrak

Please read this Agreement carefully before proceeding. Signing this Agreement constitutes your acceptance of the terms of this Agreement and creates a binding and enforceable contract between the Authorized Provider and DHSS VacTrAK.

1. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following terms are specified as defined below:

- **Authorized Provider** is an organization with a health care provider on staff that is granted access to VacTrAK in order to submit or accesses immunization information for patients in their care. Authorized Providers shall be responsible for all users who access the system under their direction or control.
- **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, including all implementing regulations and all amendments.
- **HITECH** means the Health Information Technology for Economic and Clinical Health Act, Pub. L. No. 111-5, §§ 13001-13424, including all implementing regulations and all amendments.
- **PHI** means protected health information or "individually identifiable health information" held or transmitted, in any form or medium, whether electronic, on paper, or oral.
- **Services** means any one or more of the following:
    - Access to VacTrAK, which is a web-based electronic immunization registry hosted by DHSS or its vendor, and made available to Alaska healthcare providers who are granted access to VacTrAK through the process specified by the Alaska Immunization Program, including acceptance of this Agreement.
    - Access to certain immunization data held by DHSS about VacTrAK participants, but only including data that (i) pertains to a VacTrAK participant with whom the Authorized Provider has a treatment relationship, (ii) is not suppressed by VacTrAK or VacTrAK participant's directive which is held by DHSS within VacTrAK.
- **Software** means all programs, programming languages, and digitally stored data, tools, and applications, including, but not limited to, digital images, and medical records, and reports made available for download, or accessible from VacTrAK.

2. ACCESS TO SERVICES

VacTrAK is offered to Authorized Providers by the Alaska Department of Health and Social Services (DHSS), the owner and operator of VacTrAK. Scientific Technologies Corporation (STC), the vendor, under the terms of the contract, provides support and maintenance to VacTrAK. Authorized DHSS employees and contractors may access VacTrAK, to the extent permitted by HIPAA, HITECH, and applicable state and federal law or regulations, for purposes of verifying participant provider and vaccination data. The License granted to Authorized Providers by this Agreement is for the purpose of verifying vaccination data, preventive health information, assessments, quality performance indicators, and disease monitoring.

For purposes of this agreement, DHSS owns the data that contains the protected health information (PHI) it transmits to Authorized Providers or that Authorized Provider receives, creates, maintains or transmits on behalf of DHSS. The Authorized Provider obtains no rights of ownership or control over Services or Software contained in or that are otherwise a part of VacTrAK.

VacTrAK, Services, and Software are provided "as is." DHSS makes no warranty or representation regarding the accuracy of the Services, including the accuracy of immunization data viewed or obtained through VacTrAK. The Authorized Provider

bears all risk arising out of use or performance of VacTrAK, the Services, or the Software. Questions regarding discrepancies in reported vaccinations should be directed to the originating healthcare provider.

Authorized Providers must provide all computer hardware, internet browser software, and internet access necessary to access VacTrAK and the Services and DHSS has no duty to take any action to facilitate an Authorized Provider's access to VacTrAK and the Services. DHSS is not obligated to provide any corrections, upgrades, modifications, enhancements to, or new versions of VacTrAK or the Services, but may do so at its sole discretion with reasonable notice to Authorized Providers.

3. LICENSE

DHSS grants the Authorized Provider a limited, non-transferable, non-sub-licensable, non-exclusive, terminable license to access and use VacTrAK, the Services, and the Software for the Authorized Provider. The license granted by this Section is subject to the terms of this Agreement and the provisions of HIPAA, HITECH, and other applicable state and federal intellectual property and other substantive law.

The term of this Agreement and the license granted to a particular Authorized Provider by this section runs from the date the Authorized Provider accepts the terms and conditions of this Agreement and remains in effect until this Agreement is terminated by any of the following:

a. The Authorized Provider notifies DHSS of its intention to stop using VacTrAK to access and use the Services, or
b. The Authorized Provider is suspended or terminated as an approved VacTrAK user, or
c. DHSS terminates this Agreement pursuant to the rights of termination described in Section 6.

If the Authorized Provider terminates this Agreement under subsection (a), the Agreement and the License granted by this Section will also terminate.

4. RESPONSIBILITIES OF AUTHORIZED PROVIDERS

a. **Reporting Mandate -** Users shall provide the following information, at a minimum, within VacTrAK or their submitting Electronic Health Record (EHR) system on each immunization encounter to ensure data quality as required per statute *42 US Code 300aa-25* and Alaska Regulation *7 AAC 27.650*, not later than 14 days after administration.
   - **Patient** - First Name, Last Name, Date of Birth, Gender, Street Address, City Address, State Address, and Zip Code.
   - **Vaccination** - Type of Vaccine, Date Administered, Lot Number, Expiration, Manufacturer, Vaccinator, Eligibility Status, Date of VIS, and Date VIS given.
   - **Next of Kin/Guardian (if under 18 years of age) –** Last Name, First Name, Relationship to Patient
   - **Contraindications** – Medical Exemptions or others as defined by the CDC.
   - **Birthing facilities** – must update VacTrAK with patient legal name and indicate multiple births and Mother's maiden name where applicable.

b. **Error Resolution -** It is the Authorized Provider's responsibility to ensure that the demographic and medically verified immunization data recorded into VacTrAK are complete and accurate, and resolve errors when they are identified.
   - Users cannot delete immunizations administered by another facility – these must be reported to the facility that administered the immunization for review of patient medical records.
   - For electronic data imports that cannot send updates or deletes, these changes must be performed manually in VacTrAK.
   - Submitting "test" and "fake patient" data are prohibited.
   - VacTrAK requires each patient record from a single Organization to have a unique medical record number.

- Notify VacTrAK Support of duplicate patient records or incorrect merges.

5. ISSUANCE AND USE OF SITE PASSWORDS

The Authorized Provider's right and license to use VacTrAK, the Services, and the Software is personal to the Authorized Provider. The Authorized Provider is responsible for all use and activity under their account.

The Request to Modify VacTrAK User form will be used to notify VacTrAK Support of user changes, or physician/vaccinator changes. User access will be assigned according to minimum necessary permissions.

All providers exchanging data electronically with VacTrAK must complete the on-boarding process outlined in the VacTrAK Electronic Data Exchange - Interface Project Stages document and resolve all errors as part of continuous quality monitoring. It is the Authorized Provider's responsibility to ensure that the immunization and demographic data sent electronically from the EHR system to VacTrAK contain all elements of required fields and comply with CDC IIS HL7 data standards outlined in the VacTrAK Local HL7 Implementation Guide.

Electronic health record (EHR) software applications used for electronic data exchange of PHI via HL7 messaging must meet the following conditions:

a) Maintain authentication, authorization, and accounting of individual user accounts accessing PHI within the software application.
b) Limit queries of PHI from VacTrAK to only the records of patients they are currently treating.
c) Utilize separate VacTrAK access credentials (username and password) for each Authorized Provider.

6. TERMINATION

DHSS shall have the right to terminate all or any portion of an Authorized Provider's access to VacTrAK, the Services, or the Software; all or any portion of this Agreement; or all or any portion of the license granted by Section 3 of this Agreement automatically and immediately for any reason, with or without notice or cause. No penalty accrues to DHSS if this termination provision is exercised and DHSS is not obligated or liable for any damages as a result of the termination.

Unless otherwise directed, Authorized Provider is prohibited from retaining any copies of PHI received from DHSS or created, maintained, or transmitted by Authorized Provider on behalf of DHSS. If destruction or return of PHI is not feasible, Authorized Provider must continue to extend the protections of this agreement to PHI and limit the further use and disclosure of the PHI. The obligations in this agreement shall continue until all of the PHI provided by DHSS to Authorized Provided is destroyed or returned to DHSS.

7. MUTUAL RELEASE OF LIABILITY

Each party, the Authorized Provider and the State of Alaska, DHSS, agrees to be held liable for its own conduct, and that of its agents, officers, employees and subcontractors for any civil or criminal monetary penalty or fine imposed for acts or omissions in violation of HIPAA, the HITECH Act, or the Privacy or Security Rule that are committed.

8. FORCE MAJEURE

DHSS shall not be liable for delays in performing or failure to perform this Agreement or any obligations hereunder for any reason beyond DHSS's control, including, but not limited to, acts of God, fires, terrorism, strikes, labor disputes, war, acts or intervention by any governmental authority; failure of a common carrier, supplier, hardware, software, browser, or communications equipment; or network failure, congestion, or malfunction, or any other reason.

9. BUSINESS ASSOCIATE AGREEMENT

If DHSS is creating, receiving, maintaining, or transmitting PHI on behalf of the Authorized Provider, or otherwise falls under the definition of "business associate" in HIPAA, then the following business associate agreement is made part of this Agreement.

STATE OF ALASKA

DEPARTMENT OF HEALTH & SOCIAL SERVICES

HEALTH INSURANCE PORTABILITY AND

ACCOUNTABILITY ACT OF 1996 ("HIPAA")

BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement is between the State of Alaska, Department of Health and Social Services ("Business Associate" or "BA") and Approved Provider ("Covered Entity" or "CE").

RECITALS

Whereas,

A. CE wishes to disclose certain information to BA, some of which may constitute Protected Health Information ("PHI");

B. It is the goal of CE and BA to protect the privacy and provide for the security of PHI owned by CE that is disclosed to BA or created, received, transmitted, or maintained by BA in compliance with HIPAA (42 U.S.C. 1320d – 3120d-8) and its implementing regulations at 45 C.F.R. 160 and 45 C.F.R. 164 (the "Privacy and Security Rule"), the Health Information Technology for Economic and Clinical Health Act of 2009 (P.L. 111-5) (the "HITECH Act"), and with other applicable laws;

C. The purpose and goal of the HIPAA Business Associate Agreement ("BAA") is to satisfy certain standards and requirements of HIPAA, HITECH Act, and the Privacy and Security Rule, including but not limited to 45 C.F.R. 164.502(e) and 45 C.F.R. 164.504(e), as may be amended from time to time;

Therefore, in consideration of mutual promises below and the exchange of information pursuant to the BAA, CE and BA agree as follows:

1. Definitions.

   a. General: As used in this BAA, the terms "Protected Health Information," "Health Care Operations," and other capitalized terms have the same meaning given to those terms by HIPAA, the HITECH Act and the Privacy and Security Rule. In the event of any conflict between the mandatory provisions of HIPAA, the HITECH Act or the Privacy and Security Rule, and the provisions of this BAA, HIPAA, the HITECH Act or the Privacy and Security Rule shall control. Where the provisions of this BAA differ from those mandated by HIPAA, the HITECH Act or the Privacy and Security Rule but are nonetheless permitted by HIPAA, the HITECH Act or the Privacy and Security Rule, the provisions of the BAA shall control.

   b. Specific:

1) Business Associate: "Business Associate" or "BA" shall generally have the same meaning as the term "business associate" at 45 C.F.R. 160.103.

2) Covered Entity: "Covered Entity" or "CE" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103.

3) Designated Record Set: "Designated Record Set" shall mean (i) medical records, billing records, enrollment, payment, claims adjudication, and case or medical management records systems maintained by CE in VacTrAK; or (ii) records used, in whole or in part, by CE to make decisions about individuals. For purposes of this definition, the term "record" means any item, collection or grouping of information that includes PHI and is maintained, collected, used or disseminated by or for CE.

4) EHR: "EHR" shall mean electronic health record containing health related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff of CE.

5) Privacy and Security Rule: "Privacy and Security Rule" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

2. Permitted Uses and Disclosures by Business Associate.

a. BA may only use or disclose PHI to maintain consolidated immunization records for VacTrAK participants, and provide vaccine forecasting for clinical decision support in the prevention, control or amelioration of conditions of public health importance.

b. BA may use or disclose PHI as required by law.

c. BA agrees to make uses and disclosures and requests for PHI consistent with CE's minimum necessary policies and procedures.

d. BA may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by CE, except for the specific uses and disclosures in subparagraphs b and e.

e. BA may provide data aggregation services related to the health care operations of CE.

3. Obligations of Business Associate.

a. Permitted uses and disclosures: BA may only use and disclose PHI owned by the CE that it creates, receives, maintains, or transmits if the use or disclosure is in compliance with each applicable requirement of 45 C.F.R. 164.504(e) of the Privacy Rule or this BAA. The additional requirements of Subtitle D of the HITECH Act contained in Public Law 111-5 that relate to privacy and that are made applicable with respect to Covered Entities shall also be applicable to BA and are incorporated into this BAA.

To the extent that BA discloses CE's PHI to a subcontractor, BA must obtain, prior to making any such disclosure: (1) reasonable assurances from the subcontractor that it will agree to the same restrictions, conditions, and requirements that apply to the BA with respect to such information; and (2) an agreement from the subcontractor to notify BA of any Breach of confidentiality, or security incident, within two business days of when it becomes aware of such Breach or incident.

b. Safeguards: 45 C.F.R. 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation requirements) shall apply to BA in the

same manner that such sections apply to CE, and shall be implemented in accordance with HIPAA, the HITECH Act, and the Privacy and Security Rule. The additional requirements of Title XIII of the HITECH Act contained in Public Law 111-5 that relate to security and that are made applicable to Covered Entities shall also apply to BA and are incorporated into this BAA.

c. Reporting Unauthorized Disclosures and Breaches: During the term of this BAA, BA shall notify CE within 15 days of discovering a Breach of security; intrusion; or unauthorized acquisition, access, use or disclosure of CE's PHI in violation of any applicable federal or state law. BA shall identify for the CE the individuals whose unsecured PHI has been, or is reasonably believed to have been, Breached so that CE can comply with any notification requirements. BA shall also indicate whether the PHI subject to the Breach; intrusion; or unauthorized acquisition, access, use or disclosure was encrypted or destroyed at the time. BA shall take prompt corrective action to cure any deficiencies that result in Breaches of security; intrusion; or unauthorized acquisition, access, use, and disclosure.

   If the unauthorized acquisition, access, use or disclosure of CE's PHI involves only Secured PHI, BA shall notify CE within 30 days of discovering the Breach but is not required to notify CE of the names of the individuals affected.

   If BA discovers a breach of personal information on a state resident, as defined in AS 45.48.090, BA shall immediately after discovering the breach notify CE of the breach and cooperate with CE as necessary to allow CE to comply with the notice requirements of AS 45.48.010. In this paragraph, "cooperate" means sharing with CE information relevant to the breach, except for confidential business information or trade secrets. If CE determines that there is not a reasonable likelihood that harm to consumers whose personal information has been acquired has resulted or will result from the breach, that determination shall be documented in writing and promptly provided to BA.

d. BA is not an agent of CE.

e. BA's Agents: If BA uses a subcontractor or agent to provide services under this BAA, and the subcontractor or agent creates, receives, maintains, or transmits CE's PHI, the subcontractor or agent shall sign an agreement with BA containing substantially the same provisions as this BAA.

f. Availability of Information to CE: Upon written statement by CE that it is unable to provide access on its own, and within 30 days after the date of a written request by CE, BA shall provide any information necessary to fulfill CE's obligations to provide access to PHI under HIPAA, the HITECH Act, or the Privacy and Security Rule.

g. Accountability of Disclosures: If BA is required by HIPAA, the HITECH Act, or the Privacy or Security Rule to document a disclosure of PHI, BA shall make that documentation. If CE is required to document a disclosure of PHI made by BA, BA shall assist CE in documenting disclosures of PHI made by BA so that CE may respond to a request for an accounting in accordance with HIPAA, the HITECH Act, and the Privacy and Security Rule. Accounting records shall include the date of the disclosure, the name and if known, the address of the recipient of the PHI, the name of the individual who is subject of the PHI, a brief description of the PHI disclosed and the purpose of the disclosure. Within 30 days of a written request by CE, BA shall make the accounting record available to CE.

h. Amendment of PHI: Upon written statement by CE that it is unable to provide access on its own, and within 30 days of a written request by CE, BA shall amend PHI maintained, transmitted, created or received by BA on behalf of CE as directed by CE when required by HIPAA, the HITECH Act or the Privacy and Security Rule, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. 164.526.

i. Internal Practices: BA shall make its internal practices, books and records relating to the use and disclosure of CE's PHI available to CE and all appropriate federal agencies to determine CE's and BA's compliance with HIPAA, the HITECH Act and the Privacy and Security Rule.

j. To the extent BA is to carry out one or more of CE's obligations under Subpart E of 45 C.F.R. Part 164, BA must comply with the requirements of that Subpart that apply to CE in the performance of such obligations.

k. Restrictions and Confidential Communications: Within 10 business days of notice by CE of a restriction upon use or disclosure or request for confidential communications pursuant to 45 C.F.R.164.522, BA shall restrict the use or disclosure of an individual's PHI. BA may not respond directly to an individual's request to restrict the use or disclosure of PHI or to send all communication of PHI to an alternate address. BA shall refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to the BA.

4. Obligations of CE.

a. CE shall be responsible for using legally appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to BA under the BAA until the PHI is received by BA.

b. CE shall not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA, the HITECH Act or the Privacy and Security Rule if done by CE.

c. CE shall provide BA with the notice of privacy practices that CE produces in accordance with 45 C.F.R. 164.520, as well as any changes to such notice.

d. CE shall provide BA with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect BA's permitted or required uses and disclosures.

e. CE shall notify BA of any restriction to the use or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. 164.522.

5. Termination.

a. Breach: A breach of a material term of the BAA by either party that is not cured within a reasonable period of time will provide grounds for the immediate termination of the contract. In addition, a party may terminate CE's use of VacTrAK as an EHR or any other use for any reason upon 30 days' written notice.

b. Reasonable Steps to Cure: In accordance with 45 C.F.R. 164.504(e)(1)(ii), CE and BA agree that, if it knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligation under the BAA, the nonbreaching party will take reasonable steps to get the breaching party to cure the breach or end the violation and, if the steps taken are unsuccessful, terminate the BAA if feasible, and if not feasible, report the problem to the Secretary of the U.S. Department of Health and Human Services and the Commissioner of the Alaska Department of Health and Social Services.

c. Effect of Termination: Upon termination of the contract for any reason, BA will, at the direction of the CE, either return or destroy all PHI received from CE or created, maintained, or transmitted on CE's behalf by BA in any form. Unless otherwise directed, BA is prohibited from retaining any copies of PHI received from CE or created, maintained, or transmitted by BA on behalf of CE. If destruction or return of PHI is not feasible, BA shall continue to extend the protections of this BAA to PHI and limit the further use and disclosure of the PHI.

The obligations in this BAA shall continue until all of the PHI provided by CE to BA is either destroyed or returned to CE or six years has passed, whichever is sooner.

6. Amendment. The parties acknowledge that state and federal laws relating to electronic data security and privacy are evolving, and that the parties may be required to further amend this BAA to ensure compliance with applicable changes in law. Upon receipt of a notification from CE that an applicable change in law affecting this BAA has occurred, the parties agree to amend this BAA to ensure compliance with changes in law.

7. Ownership of PHI. For purposes of this BAA, CE owns the designated record set that contains the PHI it transmits to BA or that BA receives, creates, maintains or transmits on behalf of CE.

8. Litigation Assistance. Except when it would constitute a direct conflict of interest for BA, BA will make itself available to assist CE in any administrative or judicial proceeding by testifying as witness as to an alleged violation of HIPAA, the HITECH Act, the Privacy or Security Rule, or other law relating to security or privacy.

9. Regulatory References. Any reference in this BAA to federal or state law means the section that is in effect or as amended.

10. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy and Security Rule and applicable state and federal laws. The parties agree that any ambiguity in BAA will be resolved in favor of a meaning that permits the CE to comply with and be consistent with HIPAA, the HITECH Act, and the Privacy and Security Rule. The parties further agree that where this BAA conflicts with a contemporaneously executed confidentiality agreement between the parties, this BAA controls.

11. No Private Right of Action Created. This BAA does not create any right of action or benefits for individuals whose PHI is disclosed in violation of HIPAA, the HITECH Act, the Privacy and Security Rule or other law relating to security or privacy.

Section VII: Signature and Execution

By signing your name below you certify that you have read, understood, and agreed to the terms and conditions of this Agreement.

Email the completed and signed form to the Immunization Program at vactrak@alaska.gov.

Authorized Provider Organization Name:

Printed name:

Date:

Signature: