



GOVERNMENT OF GUAM



Get Immunized Guam

DEPARTMENT OF PUBLIC HEALTH and SOCIAL SERVICES
DIPAITAMENTON SALUT PUPBLEKO YAN SETBISION SUSIAT
155 Hesler Place Hagatna, Guam 96910

Guam Immunization Information System GuWebIZ Provider Agreement

Legal Name of Applicant or Provider (hereinafter jointly referred to as "Provider/Agency")		Business Name (if different than legal name)
Provider number (NPI number <u>as applicable or if available</u>)	Telephone Number	Fax Number
Business PHYSICAL Address (Street)		
MAILING Address (If different from Physical Address)		
Taxpayer Identification Number* (Tax ID number <u>as applicable or if available</u>)		Email Address

As a condition for participation or continued participation as a provider in the GuWebIZ Registry, Provider agrees to comply with all of the following terms and conditions;

Participation in the development, implementation, and use of a computerized immunization registry will ensure the maintenance, accuracy, completeness and up-to-date immunization histories and personal demographic data of residents living in Guam and participating islands.

The Guam Immunization Information System (hereafter referred as GuWebIZ) is the repository of data on children from birth to death.

GuWebIZ shall provide DPHSS/IMM with immunization data, which includes personal identifying information, to provide for disaster recovery back up and support state level analysis effort.

GuWebIZ has the support and data sharing capability of patients' immunization records for Guam and participating islands.

The Department of Public Health and Social Services/Immunization Program(DPHSSIIMM) shall provide ready access to the database to participating provider and/or agency, grant participating provider/agency access to patient records identified under their care; initial access to records of new patients will be granted when the provider/agency provides adequate information to specifically identify the patient; maintain standardized lists of vaccine types, manufacturer, lot numbers, immunization schedules, and (optionally) vaccine inventories as a service to participating local providers; determine recommended immunizations for patients based on their immunization histories and approved vaccine schedule; control access to and updates of patients' records via an established protocol; create a written Operational Recovery Plan also known as a Disaster Recovery Plan (The goal of the Operational Recovery Plan shall

be the ability to recreate the immunization information system and all of its components with minimal loss of data after a disaster, in order to restore all essential registry functions);

Develop a mechanism to monitor access and to detect intrusions to the computer system and have an established protocol for responding to such attempts; employ current virus detection software for the purpose of detecting and removing computer viruses from registry components, including, but not limited to, server machines, provider machines, and mass storage devices; machines and storage devices will be routinely scanned; define reasonable procedures for the patient or parent/legal guardian to inspect the patient's record and to indicate errors in it to DPHSS/IMM.

The Provider/Agency shall agree to access the GuWebIZ only through use of immunization information system approved access procedures; agree that those authorized personnel that access GuWebIZ sign a confidentiality agreement provided by DPHSS/IMM, that a copy of the agreement shall be maintained by the Provider and the original agreement forwarded to DPHSS/IMM for file; not disclose GuWebIZ access codes or protocols to unauthorized persons; ensure that only authorized personnel have access to immunization data and services for their patients/clients, any lapse in enforcing security by the provider may result in the provider being disqualified from participation in GuWebIZ; use information obtained from GuWebIZ only to provide immunization services appropriate for their patients/clients; agree to maintenance and servicing of any DPHSS/IMM issued computer equipment and peripherals, agree to upgrade/update anti-virus to ensure protection of data, agree to ultimate responsibility in proper use of computer equipment and peripherals, agree to inform DPHSS/IMM of any damage or loss of equipment due to any negligence in care and maintenance of equipment or malicious acts of theft or vandalism;

Inform patient or parent/legal guardian of their right to choose or refuse inclusion to GuWebIZ, ensure patient or parent/legal guardian complete the consent form with signature and date, the original consent form shall be maintained by the Provider/Agency and a copy shall be provided to the patient or parent/legal guardian; maintain the confidentiality of patients' information obtained from GuWebIZ as required of medical records, a copy of the Provider/Agency's confidentiality policy shall be forwarded to DPHSS/IMM; disclose in writing and verbally to patient or parent/legal guardian that information from the patient's records will be shared with other providers, health plans, schools, daycare providers, Women, Infants, and Children (WIC) Program, and local health departments as necessary to provide immunization services and that patient or parent/legal guardian has the right to refuse to have information shared, document with patient or parent/legal guardian signature and date of any refusal to participate; inform and document with patient or parent/legal guardian signature and date of their right to refuse to receive immunization reminder or recall notices. Provider/Agency shall maintain the original document and provide copy to patient or parent/legal guardian.

Inform and document with patient or parent/legal guardian signature and date of their right to inspect and point out errors in the patient record and of their right to be informed of who has accessed the record, upon request; forward to DPHSS/IMM any patient or parent/legal guardian written requests for review of patient information, correction of records, review of who has accessed patient's record, or refusal to receive reminders; Provider/Agency agrees to report any breach of security or confidentiality in writing which has occurred to DPHSS/IMM immediately upon discovery.

Disclosure of Registry Information:

Unless there is a refusal to permit record sharing, the Provider/Agency may disclose the information in Section 2 below to GuWebIZ and DPHSS/IMM which in turn, may disclose the information to schools, day care providers, health plans, and health care providers taking care of the patient, upon request for information pertaining to a specific person.

The information that may be disclosed by health care providers to GuWebIZ and DPHSS/IMM are:

- 1) Name of the patient and names of the patient's parents or guardians;
- 2) Date of birth of the patient;
- 3) Current address and telephone number of the patient and the patient's parents or legal guardians
- 4) Patient's gender;
- 5) Patient's place of birth;
- 6) Manufacturer and lot number of each immunization received;
- 7) Types and dates of immunizations received by the patient;
- 8) Adverse reaction to immunizations received;
- 9) Other non-medical information necessary to establish the patient's unique identity and record; and
- 10) Any other elements authorized by law.

Information will not be shared with other providers or agencies if the patient or parent/legal guardian refuses to have the information shared; immunization reminder or recall notices will not be sent if the patient or parent/legal guardian refuses to receive these notices; information will be shared with a querying provider or agency only if sufficient personal information is provided to identify the patient; the patient or parent/legal guardian has the right to examine any shared immunization-related information and to indicate error in GuWebIZ to DPHSS/IMM, which, upon notification by acceptable means, will correct the error or note disagreement about whether an error exists;

In general, any disclosure of patient information shall be made only in the best interests of the patient, and any person or entity to which information is disclosed or re-disclosed will be subject to the same conditions of confidentiality imposed; training and training materials for standard confidentiality practices shall be provided for employees and providers handling confidential data; data on any removable storage media shall be rendered unrecoverable before discarding or disposing of the storage media; any hard copy produced by a registry that contains confidential data will be shredded before disposal.

Termination: -This Provider Agreement may be terminated by either party within thirty (30) days of written notice to terminate the agreement.

Responsibility:

Provider/Agency acknowledges that DPHSS/IMM is not responsible for the accuracy of the data which they receive; in no event shall DPHSS/IMM be liable for special, indirect, and/or consequential damages, Provider/Agency hereby waives any claim and recourse against DPHSS/IMM for such damages; Provider/Agency shall strive to provide accurate and timely data; Provider/Agency acknowledges that all equipment (hardware and/or software) provided by

DPHSS/IMM is contingent upon the provider staying with the registry and/or upon availability of funds.

Right to Audit:

10 GCA § 3326 Immunization Audit:

Annually, the Director shall conduct an immunization audit. Sample audits shall be conducted on public health clinic records, private clinic records and private physicians' records to determine if:

(a) One(!) consolidated immunization record is posted on the inside front cover of the patient's medical record if the patient is under the age of eighteen (18); and (b) If the record of any child found to be deficient in immunizations indicates:

(1) That progress towards immunization is being made; (2) A record of scheduled return appointment for the child; or (3) a reason for the lack of immunization.

10 GCA § 3327 Same: Confidentiality.

The immunization audit shall be done by the Director who may delegate his duty. The Director shall be responsible for assuring that the confidentiality of individual patient records is preserved. The Department shall be responsible for compiling a statistical report of the audit.

DPHSS/IMM has the right to audit compliance with the confidentiality protection in this agreement and to make recommendations for improvement.

This agreement constitutes the entire agreement with regard to the subject of this agreement. No amendment or modification of any of the provisions of this agreement will be valid unless set forth in a written instruction signed by both parties.

The parties agree that this agreement is a legal and binding document and is fully enforceable in a court of competent jurisdiction. The Provider signing this agreement warrants that he/she has read this agreement and understands it.

I declare under penalty of perjury under the laws of Territory of Guam that the foregoing information is true, accurate, and complete to the best of my knowledge and belief.

I declare I am the provider or I have the authority to legally bind the provider, which is an entity and not an individual person and that I am eligible to sign this agreement.

1. PRINTED LEGAL NAME of Provider/Agency

2. PRINTED NAME of PERSON SIGNING this DECLARATION on behalf of Provider/Agency (if an entity or business name is listed in Item 1 above)

3. Original SIGNATURE of PROVIDER or REPRESENTATIVE & TITLE, if this Provider/Agency is an entity other than an Individual Person as Sole Proprietor
