MEMORANDUM OF AGREEMENT

The Montana Department of Public Health and Human Services (DPHHS) and

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(Organization)

hereby enters into the following Memorandum of Agreement (Agreement). The purpose of this Agreement is to identify each party's roles and responsibilities related to transmitting immunization information to and from Montana's Immunization Information System (IIS).

DPHHS agrees to:

- support and maintain the Montana Immunization Information System or IIS (hereinafter imMTrax);
- support and maintain the secured (encrypted) data communications mechanism for transmitting and receiving electronic immunization records;
- maintain staff availability during support hours: 8:00 AM to 5:00 PM, Monday through Friday (excluding state government holidays);
- maintain procedures to ensure the confidentiality, integrity, and availability of all data as required by applicable state and federal laws and regulations;
- maintain procedures to safeguard the integrity of imMTrax data in the event of a disaster;
- maintain and provide documentation related to HL7 specification and connection requirement;
- make every effort to maintain immunization data quality;
- notify organization through email, fax, or imMTrax announcements of events that impact imMTrax availability and use;
- provide organization with a single set of access credentials to be used to transmit and receive data via secured (encrypted) electronic communication facilities;
- validate the interoperability between the organization's system and imMTrax for submission of immunization data;
- validate the interoperability between the organization's system and imMTrax for real-time interfaces, if organization elects to make electronic queries;
- accept individual immunization record updates in either real-time or batch mode;
- accept real-time electronic queries from the organization to retrieve individual/patient immunization records if and when the organization elects to implement real-time interfaces with imMTrax;
- transmit resulting individual/patient immunization records to the organization based on real-time query parameters if and when the organization elects to implement real-time interfaces with imMTrax;

Organization agrees to:

- notify imMTrax staff of any change to designated organization contact person(s);

- immediately notify imMTrax staff of any intent to move to another electronic health record product;

- maintain procedures to safeguard individual electronic health records and systems to prevent improper access, use, or disclosure and to store immunization records in the event of a disaster. Such safeguards and procedures shall include training regarding security, confidentiality, and privacy issues for all staff involved in the transmission, access, use or disclosure of immunization data;

- maintain the confidentiality of all data as required by applicable state and federal laws; notify DPHHS as soon as reasonably possible of any significant breach, security incident, or improper access, use, or disclosure of imMTrax resulting from the conduct or omission of organization and/or its users, and take all necessary steps to mitigate any breach.

- limit access to imMTrax by the organization to only organization's users who must access and use for authorized treatment/care/data entry functions and only for appropriate patient care purposes for organization's clients;

- implement appropriate safeguards to prevent unauthorized access to electronic immunization records. This includes establishing automated system security practices that limits access to immunization records to only approved personnel;

- immediately remove an authorized user's access to electronic immunization records if the authorized user no longer qualifies as such;

- assure that any data obtained from imMTrax is only used to update organization's client health records maintained by the organization and not otherwise further used or disclosed;

- only use client individual immunization records for the purpose of recording and reporting individual health and medical records. Individual immunization records may be consolidated and used in aggregate form for assessment and for determining general health quality indicators;

- achieve connectivity to the data communications mechanism according to guidance found in the document *Connection Information*, http://dphhs.mt.gov/publichealth/imMTrax/DataExchange;

- engage in a testing and validation process with DPHHS prior to sending electronic immunization data to imMTrax:
    - participate in validating the ability to transmit immunization records between the two parties;
    - identify method and provide extraction of immunization information from the organization's system to be used for data quality review;
    - implement modifications to internal practices that resolve data quality issues identified;
    - coordinate the implementation of software configurations that resolve data quality issues identified; and
    - satisfy DPHHS core elements and data quality standards established for immunization records when submitting immunization data;

- transmit individual electronic immunization records to imMTrax in either real-time or batch mode (no less than once per week);
- make every effort to rectify data quality issues reported by DPHHS;
- ensure data quality is sustained following initial validation at a level equal to the initial validation;
- maintain compliance with all HL7 message and quality standards;
- collect and include patient consent status in the transmission of immunization information to imMTrax. At DPHHS discretion, an organization whose EHR is not capable of collecting patient consent status may be permitted to transmit a status equivalent to *undetermined*; and
- coordinate any updates, modifications, additions, or removals of IIS codes as needed or upon notification.

Both parties (Parties) agree that:

- data transmission will be accomplished in accordance to DPHHS' document: *HL7 Implementation Guide,* http://dphhs.mt.gov/publichealth/imMTrax/DataExchange.

TERMINATION
Each Party shall have the right to immediately terminate this Agreement to comply with any legal order, ruling, opinion, procedure, policy, or other guidance issued, or proposed to be issued, by any federal or state agency, or to comply with any provision of law, regulation, or any requirement of accreditation, tax exemption, federally funded health care program participation or licensure which: (i) invalidates or is inconsistent with the provisions of this Agreement; (ii) would cause a Party to be in violation of the law; or (iii) jeopardizes the good standing status of licensure, accreditation or participation in any federally funded healthcare program, including without limitation the Medicare and Medicaid programs.

TERMINATION FOR CAUSE
Notwithstanding any other provision of this Agreement, any Party may terminate its participation in this Agreement if another Party has materially violated its responsibilities under this Agreement, unless the breaching Party provides satisfactory assurances to the non-breaching Party within ten (10) days or receiving notice of such material violation that reasonable steps are being taken to effect a cure, and in any event: (i) such cure will be completed no later than thirty (30) days from notice of such material violation; and (ii) the breaching Party has taken reasonable steps to prevent the recurrence of such material violation. TERM
This Agreement will be effective from the date of the last signature. Either Party may terminate this Agreement by giving thirty (30) days written notice to the other Part. This Agreement may only be amended in writing with the mutual consent of both parties.

The parties hereto have signed this Memorandum of Agreement on the dates indicated.

MEMORANDUM OF AGREEMENT

Organization Representative
(CEO, Director, or Owner)

DPHHS Representative

_____
Name (Signature)

_____
Name (Signature)

_____
Name (Typed or Printed)

_____
Name (Typed or Printed)

_____
Title

_____
Title

_____
Representing (organization name)

_____
Representing

_____
Date

_____
Date