



SOUTH CAROLINA IMMUNIZATION REGISTRY

TERMS OF USE

These Terms of Use govern access by Provider (Facility or Individual Provider Name) identified below to the web-accessible South Carolina Immunization Registry (Registry) developed and maintained by the South Carolina Department of Public Health (DPH) as authorized by S. C. Code Section 44-29-40.

I. PURPOSE AND OBJECTIVES

The Registry is a statewide, confidential, computerized database of immunization information that consolidates patient immunization data, allowing for a complete immunization history, reducing over- and under-immunization, providing patient reminders of immunizations due and overdue, and producing school and day care certificates of immunization. Registry data may also be used to estimate population immunization coverage levels.

Registry immunization records available to authorized users depend on user submission of records. Based on these records, the Registry uses the routine immunization schedule to forecast the patient's immunization needs. The immunization provider must be knowledgeable of the schedule of recommended immunizations and use sound judgment for each vaccine recipient, taking into consideration the various vaccine schedules, indications, contraindications and precautions, and the Registry's forecasted immunization needs for a patient, in order to make a final judgment about the immunizations that should be administered to the patient.

II. CONFIDENTIALITY OF INFORMATION

The Registry is secured by user identification and password. An individual password is required for each person to access the Registry. Access is controlled by the DPH Immunization Operations Section and is restricted to authorized users of immunization health care providers for purposes of updating or verifying immunization information to facilitate patient treatment. DPH may use the Registry data to monitor immunization compliance and to assist with surveillance and outbreak activities of the Department that are related to the prevention and control of vaccine-preventable diseases.

Registry records constitute confidential information that may include, but is not limited to, patient identifiable and protected health information. Information contained in the Registry includes protected health information which generally cannot be released by health care providers except pursuant to a proper authorization by the client or his/her parent or guardian, or pursuant to a specific exception under the Health Insurance Portability and Accountability Act (45 CFR Parts 160 and 164).

Authorized users of the Registry are required by law to safeguard the confidentiality and security of this information. The Provider and all employees of the Provider who are authorized users of the Registry will be required to sign and abide by the DPH User Confidentiality Agreement (DPH Form 0869). Improper or unauthorized disclosure of Registry information may result in immediate suspension or termination of access and may be grounds for civil or criminal fines, penalties, or legal action. DPH will periodically monitor usage of the Registry by all authorized users to ensure compliance with these Terms of Use, the User Confidentiality Agreement, and applicable law.

III. PROVIDER RESPONSIBILITIES

Provider agrees to:

A. Provide and maintain appropriate internet service and computer systems required for Registry access.

- B. Ensure that the Provider and Provider's authorized users receive training provided by DPH on proper use of the Registry before gaining access to the Registry, and as required by DPH for continued access.
- C. Execute the DPH User Confidentiality Agreement and ensure that all authorized users of the Provider sign the DPH User Confidentiality Agreement before receiving access to the Registry. A copy of each authorized user's signed User Confidentiality Agreement must be provided to the DPH Immunization Operations Section before receiving initial access to the Registry.
- D. Maintain all information received and/or printed from the Registry as a patient medical record with strict confidentiality as provided by state and federal laws.
- E. Ensure that Registry information is not accessed or disclosed by any of Provider's employees or agents unless they are an authorized user and the access or disclosure is required for patient care or as authorized by law.
- F. Provide physical security for all computer(s) utilized for Registry access.
- G. Immediately notify DPH's Immunization Operations Section upon learning of any actions of an employee, agent or authorized user that may constitute breach of these Terms of Use or the User Confidentiality Agreement, including but not limited to unauthorized access, sharing identification access or passwords, improper disclosure of Registry information, or breach of confidentiality of Registry information.
- H. Immediately notify the DPH Immunization Operations Section if there is any reason to believe that confidentiality or security of any authorized user's access identification and password has been compromised.
- I. Notify DPH's Immunization Operations Section within ten business days after an authorized user leaves employment or is no longer authorized to access the Registry on behalf of Provider.
- J. Notify the DPH Immunization Operations Section if the Provider no longer requires or needs Registry access.
- K. Obtain express written authorization from the director of the DPH Immunization Operations Section prior to compiling any aggregate data or statistics from the Registry database.
- L. Assist DPH as requested to investigate and mitigate potential harm resulting from any improper or unauthorized disclosure.
- M. Direct all questions regarding proper use of the Registry, disclosure of Registry information, or response to possible breaches of confidentiality or misuse of the Registry to the DPH Immunization Operations Section.
- N. Ensure that all authorized users of the Provider have been educated and trained regarding the Health Insurance Portability and Accountability Act of 1996 and related Regulations pertaining to the privacy and security of protected health information (the HIPAA Privacy Rule and Security Standards).
- O. Enter the following data elements of each patient receiving an immunization and allow to be stored in the state web accessible Registry:
 - 1. Patient name

2. Patient date of birth
3. Patient gender
4. Race and ethnicity (if available)
5. Mother's maiden name (if available)
6. County of residence
7. Provider record number/other patient identification number
8. Patient immunization event data such as date, location, vaccine, manufacturer, lot number, expiration date, administration route and site.

- P. Ensure that Provider and its employees and agents do not enter any information into the Registry that is known or believed to be false, inaccurate, or incomplete.

IV. TERMS AND CONDITIONS

- A. Effective Date.

These Terms of Use shall be effective when signed by the Provider and remain in effect at all times when Provider or Provider's authorized users have access to the Registry.

- B. Termination.

DPH may suspend or terminate Provider's access to the Registry for: (a) violation of any of these Terms of Use or of DPH regulations; or (b) improper access to or use of the Registry by Provider or Provider's employees, agents or authorized users.

- C. Recordkeeping, Audits, & Inspection.

Provider shall create and maintain adequate records to document all matters covered by these Terms. Provider shall retain all such records for 6 years after the termination of Provider's access to the Registry and make records available for inspection and audit any time DPH deems necessary. If any litigation, claim, or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until resolution of all litigation, claims, or audit findings involving the records have been resolved and final action taken. Provider shall allow DPH to inspect facilities and locations where activities under this Registry are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of the agreement with no further obligation on the part of DPH.

Provider must dispose of records containing DPH confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DPH, or known or believed by Provider or Provider's employee, agent or authorized user to be claimed as confidential or entitled to confidential treatment.

- D. DISCLAIMER OF LIABILITY.

While South Carolina law requires reporting of immunization information to the Registry, and DPH intends that Providers should use the Registry as appropriate in their professional practices, DPH cannot and does not represent or warrant the accuracy or completeness of the

immunization information contained in the Registry, as this information is obtained from immunization providers. DPH SHALL HAVE NO LIABILITY TO PROVIDER OR ITS AGENTS OR EMPLOYEES FOR ANY CLAIMS, DEMANDS, EXPENSES, DAMAGES, LIABILITIES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH PROVIDER'S OR ITS AUTHORIZED USERS USE OF THE REGISTRY OR USE OF INFORMATION OBTAINED FROM THE REGISTRY, OR FROM ANY INACCURACY IN ANY OF THE INFORMATION CONTAINED IN THE REGISTRY. DPH SHALL HAVE NO LIABILITY TO PROVIDER OR ITS AGENTS, EMPLOYEES OR AUTHORIZED USERS FOR ANY DAMAGE OR CORRUPTION TO PROVIDER'S COMPUTER HARDWARE, SOFTWARE, SYSTEMS, OR DATA ARISING FROM PROVIDER'S OR ITS AUTHORIZED USERS' ACCESS TO AND USE OF THE REGISTRY.

E. Survival of Confidentiality Requirements.

The Provider's obligations regarding security and confidentiality of Registry information, including but not limited to the obligations set forth in Sections II and III of these Terms of Use and in the DPH User Confidentiality Agreement, shall survive the termination of Provider's access to and use of the Registry.

F. Non-Discrimination.

No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this agreement on the grounds of race, religion, color, sex, age, national origin, disability, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DPH.

G. Choice of Law.

These Terms of Use, any DPH User Confidentiality Agreement, any dispute, claim, or controversy relating to these Terms of Use, DPH User Confidentiality Agreement or the use of the Registry by Provider or its Authorized Users, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

H. Disputes.

All disputes, claims, or controversies relating to these Terms of Use or use of the Registry shall be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing these Terms of Use, Provider consents to jurisdiction in South Carolina and to venue pursuant to these Terms of Use. Provider agrees that any act by DPH regarding these Terms of Use is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution and is not a consent to the jurisdiction of any court or agency of any other state.

CERTIFICATION AND ACCEPTANCE

I have read and accept these Terms of Use.

I certify that I am a health care provider in the practice listed below or I am in direct support of, have authority to bind, and make this certification and acceptance on behalf of the health care provider identified below.

I certify that I will use the statewide South Carolina Immunization Registry in this practice solely to update or verify immunization information for purposes of patient treatment or for other purposes allowed by DPH regulations.

I certify that I understand access to the Registry is to be limited to only those persons in my employ who require access. Employees granted access by the State will be monitored. Employees who fail to comply with the Terms of Use or fail to access the Registry (i.e., log-on) at a minimum of every 30 days will have their access suspended or terminated.

I certify that the health care provider identified below has and will maintain in effect a HIPAA-compliant business associate agreement (BAA) with any electronic health records vendor or other person or entity having access to Registry information on its behalf as required by the Health Insurance Portability and Accountability Act.

I certify that I understand that access to the Registry implies that I will use the Registry and that said use benefits patients serviced by my office, as well as another provider's office should they seek care elsewhere. Therefore, if my practice does not provide immunization data to the Registry, I understand that access for the entire practice may be terminated.

PROVIDER

(FACILITY OR

INDIVIDUAL PROVIDER NAME): _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

SENIOR PRESCRIBING AUTHORITY

(MD, DO, APRN, PA, PharmD or RPh)

BY: _____
(Sign above and print name)_____

ITS: _____
(Print title)

EMAIL ADDRESS: _____

SOUTH CAROLINA LICENSE NUMBER:_____

DATE:_____

Can the Senior Prescribing Authority named above legally bind Provider (Facility Name) identified above?

☐ YES ☐ NO (If No, signature of Legal Signature Authority is required.)

LEGAL SIGNATURE AUTHORITY

(IN ADDITION TO SENIOR PRESCRIBING AUTHORITY, IF NECESSARY)

BY: _____
(Sign above and print name)_____

ITS: _____
(Print title)

EMAIL ADDRESS:_____

DATE:_____

CONTACT PERSON:

NAME: _____

EMAIL: _____

TELEPHONE: _____

FAX: _____

IF A GROUP, ETC.: EMPLOYER ID # _____

IF AN ENROLLED VFC PROVIDER: PIN _____

Mail to: SC DPH Immunization Operations Section
SC Department of Public Health
PO Box 2046
West Columbia, SC 29171

SOUTH CAROLINA IMMUNIZATION REGISTRY TERMS OF USE

Instructions for Completing 0867-ENG-DPH

PURPOSE

The purpose of the South Carolina Immunization Registry Terms of Use is to provide documentation of registry enrollment.

AUDIENCE

Senior prescribing authority (MD, DO, APRN, PA, PharmD or RPh) of immunization providers. Legal signature authority of immunization providers (if necessary).

INSTRUCTIONS

1. Enter the practice name as provider, as appropriate.
2. Senior prescribing authority will sign, date and enter identifying information.
3. If applicable, legal signature authority will sign, date and enter identifying information.
4. Identify contact person and provide contact information.

OFFICE MECHANICS & FILING

This form will be filed with User Confidentiality Agreements (DPH Form 0869). It will be retained for 6 years after termination.