



HEALTH PLAN REGISTRATION AGREEMENT

The MIIS is an internet-based immunization registry operated by the Immunization Program of the Massachusetts Department of Public Health (the Department or MDPH). The MIIS is established and operated under the authority of M.G.L. Chapter 111, Section 24M and 105 CMR 222.

Pursuant to G.L. c. 111, § 24M, health plans (defined as commercial health insurers, Blue Cross and Blue Shield of Massachusetts, Inc., and health maintenance organizations) are provided access to the MIIS. The statute allows the Department to release records of vaccinations from the MIIS (MIIS Information) to health plans for immunization rate improvement and quality improvement efforts. These efforts also include activities designed to educate their members about: the benefits of vaccination, vaccination eligibility, where and how to access vaccines, and reminders and instructions for obtaining any required second dose or booster doses of a vaccine. All such MIIS access by health plans shall be consistent with the terms of the statute and any related guidance issued by the Department (Guidance).

As a condition of accessing MIIS Information, the undersigned health plan _____, enters into this Health Plan Site Registration Agreement (Agreement) with the Department and agrees as follows:

1. To access the MIIS through a single electronic connection where Query by Parameter (QBP) HL7 formatted messages will be sent to query information for their members. No access to the user interface will be granted.
2. To follow a schedule set forth by MDPH with regard to when and how frequently the health plan may send QBP messages to the MIIS. Deviation from this schedule may be cause for immediate suspension of the health plan's HL7 connection, in order to preserve the functionality of the MIIS.
3. To use the MIIS Information only for the purposes stated in, and as allowed by, G.L. c. 111, § 24M, the Guidance, this Agreement, and any other applicable law.
4. That all MIIS Information is confidential and shall be considered to be and handled by the Carrier as Protected Health Information (PHI) as defined and protected in the Health Insurance Portability and Accountability Act (HIPAA).
5. To require that any entity to whom Carrier makes the MIIS Information available be subject to the terms of the Order, the Guidance, this Agreement, and any other applicable law.
6. To promptly notify the Department if the Carrier reasonably suspects that MIIS Information has been used, accessed, stored, altered or treated in any manner

inconsistent with the Order, the Guidance, or this Agreement. The Department will take appropriate action, including termination of access.

7. That all MIIS transactions are logged and may be subject to audit.
8. That the Carrier shall not enter inaccurate data intentionally, alter, or falsify any document or data obtained through the MIIS.
9. That the Carrier shall not allow MIIS Information to be removed from a job site, copied, or used in any way other than as allowed by the Order.
10. To implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the MIIS Information. Such safeguards shall meet, at a minimum, the standards as set forth in the Privacy (the privacy regulations set forth in 45 C.F.R. Parts 160 and 164 and as amended) and Security (the Security standards for the protection of EPHI as set forth at 45 C.F.R. Parts 160, 162 and 164 and as amended) Rules. The Department may conduct periodic assessments on privacy and security policies.
11. That while certain data quality measures are taken, MDPH cannot guarantee the accuracy or validity of the data contained in the MIIS. The Carrier requesting data through an HL7 query (QBP) assumes responsibility for the validity of the data received in response to the query message.

If this agreement is violated by the Carrier, MDPH reserves the right to terminate the Carrier's access to the system.

Signing this form certifies that the signatory has the authority to bind the Carrier. Carrier assumes responsibility for the proper use and protection of registry (MIIS) data has read, agrees to and will abide by the terms of this Agreement and understands that any violation of these provisions may result in investigation, termination of access privileges or other action deemed appropriate by MDPH in accordance with applicable law.

Please enter your name below as your electronic signature

Electronic Signature: _____ Date: _____

