



## VacTrAK Contract

### Schools with Healthcare Provider on Staff



#### Section I: School District or Private School Information

Provide information for the main office of school and the authorized contact.

School Name

School Contact Name

Email Address

Mailing Address

City

Zip Code

AK

Physical Address

City

Zip Code

AK

Phone number

Fax Number

#### Section II: Alaska Vaccine Distribution Program (optional)

Authorized Schools 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?

Yes ☐ No ☐ Current participants mark "yes" and provide PIN number: \_\_\_\_\_

#### Section III: Electronic Data Exchange (optional)

Authorized Schools may utilize electronic data exchange via HL7 messaging to report administered vaccines and/or query vaccination records. The Authorized school is responsible for all use or activity under their account. Electronic health record (EHR) systems must be able to comply with CDC IIS HL7 data standards and meet requirements for patient confidentiality, user auditing, and parental consent in order to exchange data with VacTrAK.

Technical and security requirements are described in the [VacTrAK Local Implementation Guide](#). The onboarding process is outlined in the [VacTrAK Electronic Data Exchange - Interface Project Stages](#) document. It is the Authorized School's responsibility to ensure the accuracy and completeness of immunization and demographic data sent electronically from the EHR system to VacTrAK and resolve all errors as part of continuous quality improvement.

Interested in starting the on-boarding process for electronic data exchange?

Yes ☐ No ☐ *If yes, please provide additional information:*

Electronic Health Record Software

Name	Vendor	Version
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EHR Vendor Contact

Name	Phone Number	Email
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School Technical Contact

Name	Phone Number	Email
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## Section IV: 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://health.alaska.gov/dph/Epi/iz/Pages/vactrak/default.aspx>

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 School and VacTrAK.

### 1. DEFINITIONS

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

- **Authorized School** is a public, private, or charter school in Alaska with a licensed healthcare provider on staff that is granted access to VacTrAK in order to review immunization records for students actively enrolled in their respective school. Authorized Schools 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, (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”) and 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 authorized users 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 pertain to a VacTrAK participant who is a student or prospective student at the Authorized School.
- **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 Schools 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.

For purposes of this agreement, DHSS owns the data that contains the protected health information (PHI) it transmits to Authorized Schools. The Authorized School 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 School 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 Schools 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 School’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 Schools.

## 3. LICENSE

DHSS grants the Authorized School a limited, non-transferable, non-sub-licensable, non-exclusive, terminable license to access and use VacTrAK, the Services, and the Software for the Authorized School. 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 School by this section runs from the date the Authorized School signs and 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 School notifies DHSS of its intention to stop using VacTrAK to access and use the Services, or
- b. The Authorized School is suspended or terminated as an approved VacTrAK user, or
- c. DHSS terminates this Agreement pursuant to the rights of termination described in Section 8.

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

#### 4. PERMITTED USES AND DISCLOSURES

The License granted to Authorized Schools by this Agreement is for the purpose of verifying vaccination data.

To the extent that Authorized school discloses PHI to a subcontractor, Authorized School 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 such information; and (2) an agreement from the subcontractor to notify DHSS of any Breach of confidentiality, or security incident, within two business days of when it becomes aware of such Breach or incident.

#### 5. DOCUMENTATION OF CONSENT TO DISCLOSURE

Users agree to access immunization information for any pupil currently residing in or who will be moving into the school area or district in which the User is employed. **Prior to accessing the immunization information,** parental agreement must be received from either:

- a) A parent, guardian, or other person acting in the place of the parent of the individual, if the individual is an un- emancipated minor; or
- b) The individual if the individual is an adult or emancipated minor.

Consent may be obtained orally or in writing and need not be signed or contain the other elements required in a formal, written HIPAA authorization. While the agreement consent, itself need not be in writing, an **Authorized School is required to document consent to the disclosure.** An agreement for purposes of this provision remains effective until revoked by the parent, guardian, or other person acting in loco parentis, or by the student, if applicable.

Use of the [Authorization for Release of Immunization/TB Records to Comply with Alaska's "No Shots No-School" Law](#) may be used to document this access. Authorized School must provide evidence of consent for disclosure to DHSS staff when requested.

#### 6. ISSUANCE AND USE OF SITE PASSWORDS

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

The VacTrAK User Agreement for Schools with Health Care Provider on Staff form will be used to request individual user accounts for authorized school employees that are licensed healthcare providers, or under the direct supervision of a licensed healthcare provider. User account privileges are assigned per minimum necessary permissions standards.

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 for which parental consent to access immunization records has been documented and additional immunization information is needed for school attendance.
- c) Utilize separate VacTrAK access credentials (username and password) for each Authorized School only.

## **7. REPORTING UNAUTHORIZED DISCLOSURES AND BREACHES**

During the term of this agreement, Authorized Schools shall notify DHSS within 24 hours of discovering a breach of security; intrusion; or unauthorized acquisition, access, use or disclosure of DHSS's PHI in violation of any applicable federal or state law, including security incidents.

Authorized schools shall identify for DHSS the individuals whose unsecured PHI has been, or is reasonably believed to have been, breached so that DHSS can comply with any notification requirements if necessary. Authorized school 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. Authorized school shall take prompt corrective action to cure any deficiencies that result in breaches of security; intrusion; or unauthorized acquisition, access, use, and disclosure. Authorized School shall reimburse DHSS for all costs incurred by DHSS that are associated with any mitigation, investigation and notice of breach DHSS undertakes or provides under HIPAA, HITECH Act, and the Privacy and Security Rule as a result of a breach of DHSS's PHI caused by Authorized School or their subcontractor or agent.

If the unauthorized acquisition, access, use or disclosure of DHSS's PHI involves only Secured PHI, Authorized School shall notify DHSS within 10 days of discovering the breach but is not required to notify DHSS of the names of the individuals affected.

## **8. TERMINATION**

DHSS shall have the right to terminate all or any portion of an Authorized School'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, at termination, Authorized School is prohibited from retaining any copies of PHI received from DHSS or created, maintained, or transmitted by Authorized School on behalf of DHSS. If destruction or return of PHI is not feasible, Authorized School 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 School is either destroyed or returned to DHSS.

## **9. INDEMNIFICATION**

The Authorized School releases, indemnifies, and holds harmless the State of Alaska, DHSS, for any civil or criminal monetary penalty or fine imposed on DHSS for acts or omissions in violation of HIPAA, the HITECH Act, or the Privacy or Security Rule that are committed by Authorized School, a member of its workforce, its agent, or its subcontractor.

## **10. 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.

## Section V: 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 form to the Immunization Program at [vactrak@alaska.gov](mailto:vactrak@alaska.gov).

School or District Superintendent (or designee)

Printed name:

Date:

Signature: