



# New Mexico Statewide Immunization Information System (NMSIIS)

## User Security and Confidentiality Agreement

### Background

Pursuant to its public health authority under the Public Health Act, section 24-1-3, NMSA 1978 to prevent, suppress, and conduct surveillance of disease and under the Immunization Act, sections 24-5-7 to 15, NMSA 1978 to establish and maintain a statewide immunization registry the New Mexico Department of Health (NMDOH) operates and maintains the New Mexico Statewide Immunization Information System (NMSIIS).

### I. Access to and Disclosure of Registry Information

NMSIIS data is confidential under both state and federal law including the Health Insurance Portability and Privacy Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH). Breach of confidentiality requirements may subject the organization and/or user to termination from participation in the NMSIIS and may result in civil or criminal penalties for improper disclosure of health information.

Protecting the privacy of individuals and the security of information contained in the NMSIIS is a high priority. The information contained in the NMSIIS shall only be used for the following purposes:

- to ensure that the registrants receive all recommended immunizations in a timely manner by providing access to the registrant's immunization record;
- to improve immunization rates by facilitating notice to registrants of overdue or upcoming immunizations; and
- to control communicable diseases by assisting in the identification of individuals who are at risk or who require immediate immunization in the event of a disease outbreak

Any other use of NMSIIS data is prohibited and no person shall attempt to, or allow another person to, access or copy data.

### II. User Participation

NMSIIS data is confidential under both state and federal law including HIPAA and HITECH. All personnel granted access, including, but not limited to, permanent and temporary employees, volunteers, contractors, and consultants are required to be trained and to sign this NMSIIS User Security and Confidentiality Agreement before gaining access to the registry. The user shall follow all applicable security and confidentiality practices and procedures.

The User shall immediately notify the NMSIIS Help Desk of any changes that affect their need to access information in NMSIIS. Status changes that require notice to the NMSIIS Help Desk are any changes that eliminate the employee's need to access the NMSIIS. Those changes include, but are not limited to:

**Termination, change of job assignment and extended leave. Leave of more than 60 days must be reported to the NMSIIS help desk. Users who fail to access the NMSIIS for more than 60 consecutive days will have their accounts automatically inactivated by the NMSIIS.**

#### **NMSIIS Help Desk Contact Information:**

**Toll Free Number: 1-833-882-6454**

**Help desk hours are 7 a.m. to 5 p.m. Monday through Friday**

NMSIIS data shall not be disclosed to unauthorized individuals or entities, including law enforcement, without the approval of the NMSIIS Program Manager. All subpoenas, court orders, and other legal demands for NMSIIS data received by any authorized user or organization must be immediately brought to the attention of the NMSIIS staff.

**New Mexico Department of Health personnel will audit activities on the NMSIIS to ensure the ongoing security of the data contained therein.**

**III. Data Submission**

As NMSIIS contains protected health information, the User agrees to protect the confidentiality of the data at all times. The data is not to be shared with any unauthorized individual or entity, nor shall it be used for purposes or under conditions other than those approved by the NMSIIS Program. The User signing this agreement agrees to take all applicable security measures to maintain the confidentiality and security of the data, to insure its limited access and to comply with the conditions of its use.

The User further agrees to safeguard their NMSIIS ID and Password and not allow the use of that ID and Password by any other person.

*The undersigned User has read, understands, and agrees to abide by this NMSIIS User Security and Confidentiality Agreement and NMSIIS program policies and procedures.*

**\* PLEASE PROVIDE ALL REQUESTED INFORMATION**

\* VFC Pin/Org ID #: \_\_\_\_\_ (list all required locations that will be accessed)

\* Organization Name: \_\_\_\_\_

\* Site Name: \_\_\_\_\_

\* Printed Name of User: \_\_\_\_\_

\* Date: \_\_\_\_\_

\* Phone Number: \_\_\_\_\_

\* Primary E-mail Address: \_\_\_\_\_

Alternate E-mail Address: \_\_\_\_\_

**Please digitally sign after choosing level of access needed.**

\* *Signature of User:* \_\_\_\_\_

**\* Please choose the level of access needed.**

**If you are a Data Exchange location your access is limited, and data entry is required via your EMR/EHR.**

Site Administrator     Inventory Manager     Standard User     Reports Only

Other: \_\_\_\_\_

\* Date of Training: \_\_\_\_\_

\* Trained By: \_\_\_\_\_

**For Global Online Training**

Please save a completed copy of the User Agreement & attach both

NMSIIS Certificate of Completion to an e-mail and send to:

Felicia.martinez2@state.nm.us