

NEW JERSEY HEALTH INFORMATION NETWORK SHARED SERVICES

SUBMIT IMMUNIZATIONS USE CASE

Approved Date: _____ Effective Date: _____

Change Control

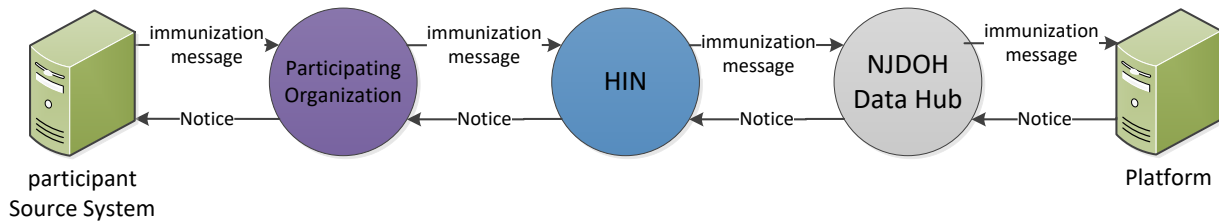
| Version Number | Revision Date | Author(s) | Section(s) | Summary | Approved Date | Effective Date |
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This Use Case Agreement (“**Use Case**”) is one of several Use Cases and is effective and binding upon the undersigned Participating Organization (“**Participating Organization**”), and subject to the Qualified Data Sharing Organization Agreement /Virtual Qualified Data Sharing Organization Agreement/Consumer Qualified Data Sharing Agreement/Sponsored Shared Organization Agreement/State Sponsored Sharing Organization Agreement/(the “**Agreement**”) between the Participating Organization and the Michigan Health Information Network Shared Services (“**HIN**”), as of the last date in the signature block hereto. HIN and Participating Organization are referred to herein collectively as “**Parties**” and individually as a “**Party**.”

- 1. GOAL.** HIN desires to assist participants of Participating Organization to meet Meaningful Use requirements by electronically communicating with a public health agency¹ on a Transactional Basis, as defined below.
- 2. PURPOSE.** The purpose of this Use Case is to set forth the requirements for Participating Organization to use HIN to submit immunization records through the New Jersey Health Information Network (“NJHIN”) to the New Jersey Department of Health Registry (the “**Platform**”).
- 3. USE CASE DIAGRAM.**²

¹ The Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), created by the American Recovery and Reinvestment Act of 2009, requires that eligible hospitals and eligible professionals be “meaningful EHR users” to receive incentive funding. *See generally* https://www.cms.gov/ehrincentiveprograms/30_Meaningful_Use.asp.

² The bidirectional communications reflected in the Use Case diagram include the transmission of acknowledgements from the State of New Jersey to HIN. HIN may, depending on the capabilities of a particular Participating Organization, further pass on such acknowledgements to such organization. The transmission of error messages from the Participating Organization to the Source System is optional.



4. DEFINITIONS.

4.1 Network Downtime means a Party is unable to transmit and receive data from another Party or the Platform for any reason, including but not limited to the failure of network equipment or software, scheduled or unscheduled maintenance, general Internet outages, and events of force majeure.

4.2 Notice means a message transmission that is not Message Content and which may include but not be limited to an acknowledgement of receipt or error response.

4.3 Transactional Basis means, on a per transaction basis, the transmission of Message Content or a Notice within twenty (20) seconds of delivery or receipt of Message Content or Notice from a sending or receiving party.

4.4 Source System means the computer system, typically and electronic health record system, at the Participating Organization, that generates the Message Content or Notice.

5. MESSAGE CONTENT.

5.1 Primary Use. By HIN for reporting to the Platform consistent with the requirements set forth by Michigan statute,³ the MDCH Administrative (collectively, the “Platform Requirements”),⁴ as each may be amended from time to time, for reporting immunizations.

5.2 Additional Permissible Use. The Parties may make additional use of the Message Content, provided that such additional use is consistent with Applicable Laws and Standards, as defined in Section 1.1 of the Data Sharing Agreement, including, without limitation, the Platform Requirements, to the extent such requirements are applicable to a Party.

5.3 Additional Terms. The Parties may use the Message Content consistent with the terms herein and as otherwise permitted by the Data Sharing Agreement, *provided, however*, that in no case shall Participating Organization share Message Content in a manner inconsistent with this Use Case. To the extent there is an express conflict between the terms herein and the Data Sharing Agreement, the Data Sharing Agreement shall prevail.

6. FEES.

³ See New Jersey. Public Health Codes that apply.

⁴ See New Jersey. Admin. Codes that apply.

HIN shall not charge Participating Organization fees for the initial term of the Agreement for submitting Platform Message Content into the Platform. This Use Case does not commit Participating Organization to pay any future fees to HIN beyond the initial term of the Agreement for submitting Platform Message Content into the Platform and if HIN implements a fee schedule for this Use Case, Participating Organization may opt, in its sole discretion, to withdraw from this Use Case in accordance with the terms of the Data Sharing Agreement.

7. **SERVICE LEVEL.** The Parties desire that the Message Content and Notice exchange between Participating Organization, HIN and MDCH meet the service levels set forth below:

7.1 **Timeliness of Exchange.** The Parties desire that the Message Content and Notice exchange occur on a Transactional Basis.

7.2 **Network Downtime.** Notwithstanding Sections 4.34.3 (*Transactional Basis*) and 7.1, if the Parties experience a Network Downtime, Message Content and Notices queued during the Network Downtime shall be retransmitted as soon as practicable.

8. **AUDITING.**

8.1 **Abilities to Audit.** The Parties shall monitor and audit all access to and use of its system related to this Use Case, for system administration, security, and other legitimate purposes consistent with each Party's standard operating procedures.

8.2 **Audit Logs.**

8.2.1 **Participating Organization.** Participating Organization shall, at a minimum, log the following information: (i) date and time Message Content was accessed and identity (*e.g.*, unique identifier) of individual or system, as applicable, accessing the Message Content; (ii) date and time Message Content was transmitted through the HIE Platform and identity of individual or system, as applicable, transmitting the Message Content; (iii) date and time a Notice was sent or received from or to HIN; (iv) the unique message identifier for the Message Content accessed, sent, or received; (v) the Message Content accessed; and (vi) any Notices, failures, or network events.

8.2.2 **HIN.** With respect to its obligations as a business associate, if applicable, HIN shall, at a minimum, log the following information: (i) name of Participating Organization and/or participant accessing the HIE Platform; (ii) identity (*e.g.*, unique identifier) of individual or system, if applicable, accessing the Message Content; (iii) the date and time the access occurred; (iv) the Message Content accessed; (v) a description of Message Content accessed and, if necessary to comply with Applicable Laws and Standards and, if technically possible, specific Message Content fields accessed; (vi) the source IP address of the Message Content request; (vii) designation IP address of the Message Content request; and (viii) any Notices, failures, or network events. Except as provided in the foregoing, HIN shall not be obligated to maintain and shall not be responsible for, either maintaining records of the content of any Message exchange between the Parties or inspecting the content of such Messages.

8.3 Production of Audit Logs. Upon a good faith written request by a Party, the non-requesting Party shall produce the requested audit logs within five (5) days from the date of the request to the requesting Party or a detailed written explanation of why the requested logs cannot be produced.

8.4 Retention of Audit Logs. The Parties shall retain audit logs in accordance with any and all requirements set forth in Applicable Laws and Standards⁵, including but not limited to the requirements under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and regulations at 45 CFR Part 160, Part 162, and Part 164, the Michigan Public Health Code, MCL 333.1101 *et seq.*, the Data Sharing Agreement, and as otherwise necessary to comply with this Use Case.

9. RESPONSIBILITIES OF THE PARTIES.

9.1 Participating Organization’s Responsibilities.

9.1.1 Participating Organization shall transmit to HIN the Message Content and Notices on a Transactional Basis.

9.1.2 Participating Organization shall, on a Transactional Basis, transmit any Notices received from HIN to the Participating Organization participant that submitted the Message Content, as necessary (*e.g.*, transmitting an acknowledgment of submission received from HIN).

9.1.3 Participating Organization shall transmit data to HIN only from Participating Organization participants that have been authenticated by NJDOH.

9.2 HIN’s Responsibilities.

9.2.1 HIN shall transmit to NJDOH all Message Content and Notices on a Transactional Basis.

9.2.2 HIN shall transmit to Participating Organization all Notices on a Transactional Basis.

10. OTHER TERMS.

10.1 Data Format, Validation and Transmission Specifications.

10.1.1 The Message Content submitted into the HIE Platform must meet the HL7 2.5.1 Specifications for immunization submission implementation guide (the “**Conforming Message**”) set forth for this Use Case on the HIN web site and all Message Content submitted to HIN shall meet these specifications.

10.1.2 HIN shall validate all Conforming Messages.

⁵ “Applicable Laws and Standards” is a defined term in the QDSOA, VQDSOA, CQDSOA, SSOA and SSSOA.

10.1.3 Disclaimers.

(a) Prior to transmitting files to HIN, Participating Organization shall ensure that the data is from a Health Professional or provider organization that has entered into all necessary legal and data sharing agreements, such as a Business Associate Agreement, with the Participating Organization.

(b) Participating Organization shall bear sole responsibility for ensuring that the Health Professional data meets the data integrity, format, security, and timeliness standards prescribed by this Use Case and the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Use Case to be accepted by their duly authorized representatives effective on the date written below, whichever is later.

**New Jersey HEALTH INFORMATION
NETWORK SHARED SERVICES**

PARTICIPATING ORGANIZATION

Organization Name

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____