

**NJHIN HEALTH INFORMATION NETWORK SHARED SERVICES**

**REQUEST IMMUNIZATION HISTORY/FORECAST**

Approved Date: \_\_\_\_\_ Effective Date: \_\_\_\_\_

**Change Control**

<b>Version Number</b>	<b>Revision Date</b>	<b>Author(s)</b>	<b>Section(s)</b>	<b>Summary</b>	<b>Approved Date</b>	<b>Effective Date</b>



This Use Case Agreement (“**Use Case Agreement**” or “**UCA**”) is effective and binding upon the undersigned Participating Organization (“**Participating Organization**” or “**PO**”), and subject to the **Data Sharing Agreement** (the “**Agreement**”) between the Participating Organization and the NJHIN 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**.”

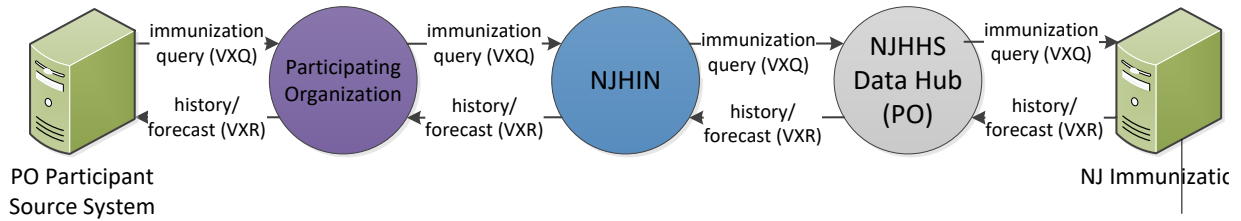
**1. GOAL. HIN DESIRES TO ASSIST PARTICIPATING ORGANIZATIONS WITHIN HIN TO COMMUNICATE WITH OTHER PARTICIPATING ORGANIZATIONS WITHIN HIN, FOR THE PURPOSE OF COMMUNICATING PATIENT DATA BY ELECTRONICALLY COMMUNICATING WITH TRUSTED DATA SHARING ORGANIZATIONS (AS DEFINED HEREIN) ON A TRANSACTIONAL BASIS, AS DEFINED BELOW.**

**2. PURPOSE.** The purpose of this Use Case Agreement is to set forth the requirements for Participating Organization (PO) to use HIN to request and obtain the immunization history and forecast for a resident of the state (adult or child), which includes immunizations received to date as well as a forecast of immunizations the patient should receive in the future. In one scenario, a Participating Organization sends an Immunization Query (VXQ) message to HIN. This message which may have been sent to the PO by a PO Participant. HIN passes the query to the New Jersey Department of Health and Immunization Registry (NJDOH) Data Hub which passes the query to the New Jersey immunization registry. In a second scenario, as the Participating Organization NJHHS returns the immunization history and forecast (VXR - the query results) from NJ Immunizations back through the Data Hub to HIN which returns the results to the Participating Organization. If the query originated from a PO Participant, the sending PO then returns the results to the PO Participant.

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### 3. USE CASE DIAGRAM.



### 4. DEFINITIONS.

Capitalized terms used herein and not otherwise defined, shall have the meaning given them in the Data Sharing Agreement.

**4.1 Data Sharing Agreement** means any data sharing organization agreement signed by both HIN and Participating Organization. Data sharing organization agreements include but are not limited to: 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, Direct Data Sharing Organization Agreement, Simple Data Sharing Organization Agreement, or other data sharing organization agreements developed by HIN.

**4.2 HIN Platform** means the services and functionality provided by HIN allowing the Participating Organization to submit information to, or receive information from, HIN

**4.3 Immunization Query** means a “Query By Parameter” (QBP) transaction that requests a specific patient’s immunization history and forecast information through the Platform using an HL7 VXQ message.

**4.4 Forecast** means an electronic list of immunizations and their vaccine components to be given to a patient that are retrieved from the immunization registry for that patient and returned in HL7 VXR format as detailed in the Use Case Implementation Guide.

**4.5 Message** means a mechanism for exchanging Message Content, as defined below, between the Participating Organization to HIN Platform, including query and retrieve.

**4.6 Message Content** means information which is requested, received or sent by a TDSO to HIN Platform, including PHI, de-identified data, de-identified data, metadata, digital credentials, and data schema.

**4.7 Message Content Header** means the segment present in every HL7 message type that defines the message’s source, purpose, destination, and certain syntax specifics such as delimiters (separator characters) and character sets. It is always the first segment in the HL7 message, with the only exception being HL7 batch messages.

**4.8 Network Downtime** means a Party is unable to transmit or receive data from the Internet 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.

**4.9 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.

**4.10 Patient Data** means any data that is electronically filed in a PO or PO Participant's systems or repositories. The data may contain Protected Health Information (PHI), Personal Credit Information (PCI) or Personally Identifiable Information (PII) data.

**4.11 PO Participant** means an entity exchanging healthcare information via the PO to HIN Platform, and on to another TDSO.

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

**4.13 Transactional Basis** means, on a per transaction basis, the transmission of Message Content or a Notice within five (5) seconds of delivery or receipt of Message Content or Notice from a sending or receiving party.

**4.14 Trusted Data Sharing Organization (TDSO)** means an organization that has signed any form of a Data Sharing Agreement with HIN.

**4.15 Use Case** means the specifications that prescribe the data content, technical, and security requirements Participating Organization or TDSO must follow to use the specified feature of the HIN Platform.

**5. MESSAGE CONTENT.** The Platform Message Content submitted pursuant to this Use Case Agreement may be used as follows:

**5.1 Primary Use.**

The primary use is for a requesting Participating Organization to obtain the immunization history and forecast for a patient. The Participating Organization can be any TDSO requesting this information on behalf of their PO Participants such as primary care physicians or other healthcare providers such as hospitals, schools, and public health agencies. Participating Organizations can also be pharmacies wishing to check immunization history before administering vaccinations, or to determine if additional vaccinations are due. Participating Organizations may also be TDSOs that are qualified as consumer data sharing organizations that provide consumers with the ability to retrieve their own immunization history and forecast.

This Use Case Agreement prohibits non-MDHHS Participating Organizations from storing or persisting copies of Message Content longer than the period necessary to successfully transmit the information to the healthcare provider or consumer. A person's immunization history/forecast retrieved via this Use Case Agreement is accurate only at the time of the query and is considered obsolete after the query transaction is completed. The database for the state immunization registry

is to be considered the primary record of immunization data and all queries for immunization history should be made via HIN.

## **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, and provided that NJHIN and the Parties reach written agreement to any such additional use.

This Use Case Agreement prohibits non-NJHIN Participating Organizations from storing or persisting copies of Message Content longer than the period necessary to successfully transmit the information to the healthcare provider or consumer. A person's immunization history/forecast retrieved via this Use Case Agreement is accurate only at the time of the query and is considered obsolete after the query transaction is completed. The state immunization registry is to be considered the primary record of immunization data and all queries for immunization history should be made via HIN.

## **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 Agreement, as applicable. To the extent there is an express conflict between the terms herein and the Data Sharing Agreements, the Data Sharing Agreements, as applicable, shall prevail.

## **6. FEES.**

Fees, if any, related to this Use Case Agreement will be handled in a separate Statement Of Work (SOW) only by mutual agreement between HIN and the Participating Organization. HIN may terminate, upon thirty (30) days' notice, Participating Organization's participation in this Use Case Agreement for a failure by Participating Organization to pay any fees when due.

## **7. SERVICE LEVEL**

The Parties desire that the Message Content and Notice exchange between Participating Organization, HIN and the New Jersey Department of Health and Human Services 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 Section 7.1 and Transactional Basis, if the Parties experience Network Downtime, Message Content and Notices queued during the Network Downtime shall be retransmitted as soon as practicable upon network being available.

Any planned or unplanned Network Downtime must be notified to HIN as defined in Exhibit A – Service Level Interruptions.

## **8. AUDITING.**

**8.1 Abilities to Audit.** The Parties shall monitor and audit all access to and use of its system related to this UCA, 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 to the HIN 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 the HIN Platform; **(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 HIN 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 Standards, 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 New Jersey Public

Law for Data Sharing Agreement, and as otherwise necessary to comply with this Use Case Agreement.

## **9. RESPONSIBILITIES OF THE PARTIES.**

### **9.1 Participating Organization's Responsibilities.**

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

**9.1.2** Participating Organization shall retransmit, or make provisions to have retransmitted, Notices and/or Message Content to HIN Platform, which (i) Participating Organization failed to deliver to HIN Platform, or (ii) HIN failed to deliver to a TDSO, upon Participating Organization receiving a failure delivery Notice from HIN Platform so long as HIN Platform does not send such failure delivery notice after having first acknowledged and accepted with no errors the message from Participating Organization.

**9.1.3** Participating Organization shall, on a Transactional Basis, transmit any Notices received from HIN Platform to the PO Participant that submitted the Message Content (e.g., transmitting an acknowledgment of submission received from HIN Platform). In cases where returning the Notices to the PO Participant's system would cause undue harm, this requirement can be waived on a case by case basis and with written approval from HIN. The specifications for the Notices and/or Message Content are set forth on the HIN web site in the Use Case Implementation Guide for this Use Case.

**9.1.4** Participating Organization shall optionally validate the Message Content Header to ensure that the message is properly addressed with both sender and receiving facility and purpose of use.

**9.1.5** Participating Organization shall send the Message Content Header to ensure that the message is properly addressed with both sender and receiving facility and purpose of use.

**9.1.6** Participating Organization shall transmit data to HIN Platform only from organizations that have agreed to abide by the terms of this Use Case Agreement.

**9.1.7** Notice of unauthorized send or receipt. In the event Participating Organization sends or receives Message Content for which Participating Organization is not authorized to send or receive, Participating Organization will immediately inform HIN, delete such Message Content, and require its PO Participant users to do so.

**9.1.8** Participating Organizations shall work with HIN to schedule and coordinate any changes to the production systems or networks involved in Message sending, filtering, translating, or forwarding activities so as to ensure the reliability and availability of the production environments.

### **9.2 HIN's Responsibilities.**

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**9.2.1** HIN shall transmit to other TDSOs all Message Content and Notices on a Transactional Basis.

**9.2.2** HIN shall transmit to Participating Organization all Message Content and Notices on a Transactional Basis.

**9.2.3** HIN shall be responsible for protecting Message Content.

**9.2.4** HIN shall work with Participating Organization to schedule and coordinate any changes to the production systems or networks involved in Message sending, filtering, translating, forwarding or receiving activities so as to ensure the reliability and availability of the production environments.

## **10. OTHER TERMS.**

### **10.1 Data Format, Validation and Transmission Specifications.**

**10.1.1** The Message Content submitted into the HIN Platform must meet the Specifications for the Implementation Guide (the “**Conforming Message**”) for each data sharing scenario set forth in this UCA. Implementation Guides for each data sharing scenario are found on the web site in Exhibit B and all Message Content submitted to HIN Platform shall meet these specifications.

**10.1.2** HIN shall validate all Conforming Messages.

### **10.2 Disclaimers.**

(a) Prior to transmitting files to HIN Platform, Participating Organization shall ensure that the data is from an 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 any data transmitted to HIN Platform meets the data integrity, format, security, and timeliness standards prescribed by this Use Case Agreement.

**10.3 Order of Precedence.** This Use Case Agreement shall supersede and replace any use case agreement previously executed between the Parties related to Request Immunization History/Forecast.

*[signature page to follow]*

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

**NJII HEALTH INFORMATION  
NETWORK SHARED SERVICES**

**PARTICIPATING ORGANIZATION**

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## EXHIBIT A – SERVICE LEVEL INTERRUPTIONS

### **Interruption**

A PO experiences temporary service level interruptions from time to time. These service level interruptions may be planned or unplanned. A service level interruption results in a PO having to temporarily cease exchanging Message Content with all other TDSOs. To ensure that all TDSOs are aware of a service level interruption, the if Participating Organization experiences a service level interruption, it will send a written notice to HIN of the interruption prior to the interruption, if planned, or as soon as reasonably practicable after the interruption begins if unplanned. HIN simultaneously notifies all other TDSOs of the interruption. Since a service level interruption does not involve the suspension of PO's Digital Credentials, PO is responsible for taking all technical actions necessary to carry out a service level interruption. During a service level interruption, PO will continue to be responsible for complying with the terms of this Agreement.

### **Suspension**

If, at any point, PO decides that it requires a temporary suspension from participation and its responsibility for complying with the terms of this Agreement, it shall send a written notice to HIN. PO must give notice of its need for a temporary voluntary suspension at least twenty-four (24) hours prior to commencing its voluntary suspension. The notice specifies the reason for, the commencement date of, and the duration of the voluntary suspension. Upon receipt of the notice of voluntary suspension, HIN forwards the notice to all other TDSOs of the suspension.

## EXHIBIT B– IMPLEMENTATION GUIDE

This Exhibit may be amended from time to time by both parties initialing this page. Each data sharing scenario listed on this Exhibit has its own Use Case Implementation Guide which is located at the following URL:

<http://NJHIN/documents/QBP-guide-1-07-14.pdf>