ImmTrac Point of Contact and User Information

For all sites/entities accessing ImmTrac information resource(s)
RENEWAL PACKET
**** Denotes Required Information***

Do you intend to attest for Meaningful Use (MU) Stage 1? *Administering of immunizations is an optional item for MU Stage 1.*	◯ Yes ◯ No
Do you administer immunizations?	◯ Yes ◯ No
Do you intend to do MU Stage 2? *Administering of immunizations is a core requirement for MU Stage 2.*	◯ Yes ◯ No

***Site Name**					
***Physical Address:**		***City:**		***County:**	
***State:**	Texas	***Zip Code:**		***Phone Number:**	
Fax Number:					
***Site Type:**		HQ (Headquarters) PFS# (Provider/Facility/Site No.): *if applicable*			

Required site headquarters (HQ) information for ALL registrants: If a primary office owns and/or manages this site (e.g. this site is a sub-office, satellite office or mobile unit), please include the primary/HQ office's PFS # above and HQ's information below. For SCHOOLS, enter the school district office information.

HQ Site Name:		Phone Number:	
Physical Address:		Fax Number:	
City:		County:	
State:	Texas	Zip Code:	

Please read the following carefully before adding contact information and users below:

User ID Rules and Requirements:
Each person listed in the fields below as a "Web" user is assigned an individual user ID for this PFS (provider/facility/site). Sharing web application user ID's is not allowed per DSHS/ImmTrac access rules. A PFS that violates this rule and/or any part of the ImmTrac Site Agreement and Confidentiality Statement may have their access privileges removed. Authorized PFS users that may work at more than one PFS, must login with the appropriately assigned user ID for that PFS. If an entity is not registered with ImmTrac, please fill out a separate Registration Form for that site and a User ID for each person will be assigned for that particular PFS. The listed point of contact is responsible for determining and communicating to ImmTrac (preferably via e-mail at immtrac@dshs.state.tx.us) when an individual of that PFS no longer requires access and/or when a new user is added and requires a new individual user ID assigned to them. Please indicate if a user is a "Web" user or "FTP" user by selecting the 'User Type' in the drop down boxes below. FTP users that access ImmTrac's secure FTP server and submit client/immunization data on behalf of the PFS must also be listed in ImmTrac. This is also the responsibility of the registered PFS. ImmTrac will not provide FTP and/or ImmTrac application technical support to individuals who contact ImmTrac Customer Support on behalf of the PFS and are not listed as one of the authorized users in ImmTrac. The listed point of contact must communicate with third-party data submitters (such as your site's EHR software vendor) and ImmTrac in designating one or more individuals as the FTP point(s) of contact. Site Agreements must be renewed every two years. If your PFS Site Agreement is within the two year period, the PFS point of contact should call (800-348-9158) or e-mail (immtrac@dshs.state.tx.us) for adding, dropping or updating users. If the 'point of contact' person status changes at a PFS and requires user access changes to be made in ImmTrac, an ImmTrac representative may request another Site Agreement Renewal be filled out, signed and returned before access can be granted. All Site Agreements may take up to 10 days to process. Pease e-mail ImmTracRegistration@dshs.state.tx.us if you are inquiring about the status of your Site Registration and/or Site Agreement Renewal.

***Point of Contacts First Name:**		***Point of Contacts Last Name:**	
***Point of Contacts Job/Professional Title:**			
***Point of Contact's Phone #:**	Ext.	***Point of Contact's E-Mail:**	

User Type:		First Name:		Last Name:		E-mail:	
User Type:		First Name:		Last Name:		E-mail:	
User Type:		First Name:		Last Name:		E-mail:	

Please list all current users as well as any new users. If you have more than 3 total users at the site, the Point of Contact should e-mail immtrac@dshs.state.tx.us to request to add more users.

Submit your completed form to Texas Department of State Health Services, ImmTrac Group MC1946, PO Box 149347, Austin, Texas 78714-9347 or faxing it to (512) 776-7790. Electronically signed and saved forms can be e-mailed to ImmTracRegistration@dshs.state.tx.us

Site Agreement and Confidentiality Statement

For all sites/entities accessing ImmTrac information resource(s)
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**** Denotes Required Information***

This agreement and confidentiality statement is by and between the Texas Department of State Health Services (DSHS, hereinafter) and

***Site Name** _____ made and entered into on

***Date** _____ concerning the access and use of ImmTrac, the Texas immunization registry.

1. DSHS agrees to:

A. Provide:
- Secure access to the DSHS ImmTrac database for compatible computers at registered sites.
- Training and support to authorized site staff on using ImmTrac, including periodic briefing sessions as needed.
- Customer support for assistance with questions and technical support for ImmTrac information resources-specific issues [customer support: Monday through Friday (except state holidays) from 7:30 AM to 4:00 PM CST by calling (800) 348-9158].

B. Maintain:
- Registry data for: (a) participants from birth to age 18 years old, (b) first responders, (c) first responder immediate family members 18 years of age and older, (d) participants age 18 years and older, (e) persons entered in preparation for or in response to a declared public health emergency or disaster related event (information is retained for 5 years after the event has been declared over unless consent to further retain information permanently is obtained) --all consistent with Texas Health & Safety Code Chapter 161.
- Registry information privacy in accordance with state and federal law, and DSHS policy.

C. Adhere to DSHS ImmTrac security and customer support access policies as follows:
- Assign each individual user a unique user id and remind sites that user ID's for ImmTrac web access cannot be shared.
- Auto-Lock accounts which are not used within 30 days of creation.
- Delete accounts which are not used within 90 days of creation.
- Auto-Lock accounts with previous activity which are inactive for more than one year, with the exception of schools (which are auto-locked after two years of inactivity).
- ImmTrac will handle all out-of-state access requests on a case by case basis. Out-of-state providers and schools must be actively providing service to Texas clients. The number of Texas clients that a provider or school services, and Texas medical professional licenses for the providers at issue, will also be taken into consideration in the agency's decision-making process regarding access and/or release of client data. By signing this agreement, an out-of-state provider affirmatively agrees to be bound by Texas law, and stipulated to Travis County, Texas as the venue for any legal proceedings stemming from the provider's ImmTrac usage. All ImmTrac users are also subject to federal privacy laws.

2. Sites/individuals accessing ImmTrac agree to:

A. Registered ImmTrac users at the site may only access information in ImmTrac for purposes allowed by Texas Health & Safety Code Sec. 161.008(d) and DSHS Rule 100.5(e). At no time should records be accessed in ImmTrac for any other purpose. Violation of these restrictions are a Class A misdemeanor under Texas Health & Safety Code Section 161.009. DSHS Rule 100.5(e)(2) allows access for these entities, subject to the stated limitations: (**a**) a Texas public health district or a Texas local health department, for public health purposes within their areas of jurisdiction; (**b**) a physician or any health care provider licensed (or otherwise legally authorized) to administer vaccines in Texas, for treating the child as a patient; (**c**) a Texas school or Texas child care facility, for a child enrolled in that school or child care facility; (**d**) a payor currently authorized by the Texas Department of Insurance to operate in Texas, for immunization records related to the specific person in Texas covered under the payor's policy; and/or (**e**) a state agency having legal custody of a child.

B. Offer all parents, managing conservators or legal guardians for children given immunizations at the site the opportunity to consent to enter the child's immunization information into ImmTrac, if the child does not already participate in ImmTrac. Affirm consent was granted to DSHS, according to the procedures specified by DSHS. Print, sign and release to the parent, legal guardian or managing conservator, the immunization history report of a child, less than 18 years of age, when requested.

Site Agreement and Confidentiality Statement

For all sites/entities accessing ImmTrac information resource(s)
RENEWAL PACKET

continued from page 2
**** Denotes Required Information***

C. Offer all first responders and first responder immediate family members 18 years of age and older, who receive immunizations at the site, the opportunity to request to enter their immunization information into ImmTrac, if the person does not already participate in ImmTrac. Affirm consent was granted to DSHS, according to the procedures specified by DSHS. Print, sign and release to the first responder and first responder immediate family members 18 years of age and older, their immunization history report when requested.
D. Offer all adults, age 18 years and older, who receive immunizations at the site the opportunity to request to enter their immunization information into ImmTrac, if the person does not already participate in ImmTrac. Affirm consent was granted to DSHS, according to the procedures specified by DSHS. Print, sign and release to the adults, age 18 years and older, their immunization history report when requested.
E. With the appropriate consent, enter the person's present and future immunization data into ImmTrac.
F. Instruct site personnel on the confidentiality of information in the ImmTrac database (see Texas Health & Safety Code Sec.s 161.0073 and 161.009, found at **http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.161.htm#161.0073** as well as DSHS Rule 100.2, found at **http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=25&pt=1&ch=100&rl=2**).
G. Ensure ImmTrac or any immunization information is not used in a punitive manner (e.g. to deny services or track immigration status) or to solicit new patients or clients.
H. Loss of user privileges if abuse of ImmTrac data is suspected by DSHS.
I. For the purpose of assuring the quality and accuracy of the data submitted by the site to ImmTrac, allow DSHS to compare the sites immunization records to children whose names appear in ImmTrac and are linked to a provider(s) at the site.
J. Sites/registered providers are ultimately accountable for all site usage of ImmTrac. If a site is deemed a security risk, some or all user accounts in that site may be administratively locked and DSHS reserves the right to remove any user from ImmTrac.
K. Nothing in this agreement grants any authority to anyone to conduct research using ImmTrac data.
L. Sites must designate a point of contact and/or a signature authority that is authorized to sign the ImmTrac Site Agreement and Confidentiality Statement.

3. Confidentiality Statement

A. I will provide copies of this confidentiality statement to all site staff accessing ImmTrac for their review, and direct them to ImmTrac online training materials located within the Texas Vaccine Education Online - Immunization Branch website: **http://www.vaccineeducationonline.org/login/index.php** and also the ImmTrac Instruction Manual located in the help section within the ImmTrac web application. Registered sites are required to have site's listed authorized users to review the ImmTrac training materials at least every two years.
B. I agree to be held responsible for my staff's actions regarding ImmTrac.
C. The information entered in ImmTrac is confidential and must be used only for the purpose it is collected, consistent with state and federal law. The site and providers hereby agree to fully comply with these restrictions.
D. ImmTrac data is confidential by law. Unauthorized use and/or disclosure of this data is prohibited (see Texas Health & Safety Code Sec. 161.0073 and DSHS regulations at 25 TAC Sec. 100). Texas law makes unauthorized use and/or release a criminal act (see Texas Health & Safety Code Sec. 161.009), including negligently using information in the immunization registry to solicit new patients or clients.
E. Any unauthorized disclosure of Registry information will result in my losing the ability to access ImmTrac.
F. I agree to protect the ImmTrac user ID and password from unauthorized users.
G. I verify that I am an authorized ImmTrac registry user and will only use the user id assigned by DSHS ImmTrac.
H. I have read and agree to the terms on this ImmTrac Site Agreement and Confidentiality Statement.

By signing electronically or using your hand written signature below as the "Authorized Person", you are certifying that you have read this confidentiality statement and agree to comply with the ImmTrac Site Agreement, Rules and Requirements. Only staff authorized to sign their name on behalf of this site should sign and certify. By this signature, all the listed ImmTrac users for this site are bound by the conditions and obligations in this user agreement.

***Print Name of Authorized Person:**		***Title:**	
***Signature of Authorized Person:**		***Date:**	

Date is not required if signing electronically. Electronic signatures must be legible if printed, mailed and/or faxed.