

## ImmuTrack Program Addendum

**ImmuTrack Program Description:** Virginia Health Information's (VHI's) ImmuTrack Program provides access for healthcare providers and health plans to data and analytics on the vaccination status of early childhood populations within the Commonwealth of Virginia. The Virginia Immunization Information System (VIIS) provides recurring data files for comparison with Participant patient/member population files within the ImmuTrack Tool to support outreach efforts and inoculation tracking.

### IMMUTRACK PROGRAM TERMS

1. **Definitions.** The following terms shall have the meaning set forth below for purposes of participation in the ImmuTrack Program. Capitalized terms not defined below shall have the same meaning as set forth in the MSA.
  - a. **"ImmuTrack Tool"** means the interface that is made available by VHI to which Participant may subscribe by execution of this Addendum for purposes of accessing and tracking Vaccination Data available for individuals on Participant's panel, as well as the technical platform, servers, software and other infrastructure supporting such interface, as context requires.
  - b. **"ImmuTrack User(s)"** means a Participant User who is authorized by Participant to access the ImmuTrack Tool, consistent with the requirements and limitations set forth in this Addendum.
  - c. **"ImmuTrack Vendor"** means the third-party developer and offeror of the ImmuTrack Tool, contracted by VHI to make the ImmuTrack Tool available to Participants.
  - d. **"Vaccination Data"** means patient immunization data from the statewide immunization registry administered by the Virginia Department of Health (VDH) and provided by VDH to the ImmuTrack Vendor.
2. **ImmuTrack Tool Functionality & Data Sharing.** The ImmuTrack Tool functionality relies on the linkage of: (i) Vaccination Data; with (ii) certain patient data, including, but not necessarily limited to, patient attribution information submitted by Participant. All such data, as well as any Participant and/or ImmuTrack User information, that are stored or transmitted by the ImmuTrack Tool are encrypted by the ImmuTrack Vendor. By signing this Addendum, Participant acknowledges and agrees that such patient data will be shared with the ImmuTrack Vendor for purposes of making the ImmuTrack Tool available to Participant.

### 3. Participant Responsibilities.

- a. **Permitted Purpose(s).** Participant will, and will ensure that its ImmuTrack Users, only use the ImmuTrack Tool and access Vaccination Data for purposes of Treatment, Payment or Health Care Operations, each as defined under HIPAA (the “Permitted Purpose(s)”). By using the ImmuTrack Tool and accessing Vaccination Data, Participant and ImmuTrack Users are attesting such access and use is for a Permitted Purpose.
- b. **ImmuTrack Users.** Participant is responsible for limiting access to the ImmuTrack Tool to only those individuals the Participant authorizes to use the ImmuTrack Tool on its behalf and/or in its service. Participant shall only authorize individuals who: (i) have and maintain an active VIIS user account through the Virginia Department of Health (VDH) and meet all applicable requirements for participation in the VIIS; (ii) are employed by, independently contracted to or on the medical staff of Participant’s organization; (iii) who are 18 years of age or older; and (iv) who have a legitimate need to access Vaccination Data for a Permitted Purpose and consistent with Applicable Law. Participant will have written policies and procedures for the appropriate access to and use of Participant’s system, including the ImmuTrack Tool, which will include policies and procedures relating to uses and disclosures of Vaccination Data. These policies and procedures will comply with Applicable Law and will be consistent with this Addendum.
- c. **ImmuTrack Tool Use Restrictions.** Participant shall not, and shall ensure its ImmuTrack Users do not, at any time, directly or indirectly: (i) copy, modify or create derivative works of the ImmuTrack Tool in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer or otherwise make available the ImmuTrack Tool to anyone other than Participant’s ImmuTrack Users; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to any source code of the ImmuTrack Tool, in whole or in part; (iv) use the ImmuTrack Tool in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of VHI or the ImmuTrack Vendor; (v) attempt to gain unauthorized access to the ImmuTrack Tool or its related systems or code; (vi) knowingly or recklessly, use the ImmuTrack Tool to store or transmit viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; and/or (vii) otherwise access or use the ImmuTrack Tool and/or Vaccination Data obtained therefrom in any manner that is not a Permitted Purpose and/or that violates any Applicable Law.
- d. **Access and Use by ImmuTrack Users.**
  - (i) Access and Use of ImmuTrack Tool. Participant is responsible for ensuring that

access to and use of the ImmuTrack Tool is in accordance with the following: the MSA; this Addendum; applicable VHI Policies and Procedures; any applicable terms of use and any and all ImmuTrack technical guides, user manuals or similar such documentation.

(ii) Access and Use of Vaccination Data. Participant is responsible for ensuring that access to Vaccination Data through the ImmuTrack Tool and the use of such data are for a Permitted Purpose and consistent with Applicable Law, including being supported by appropriate legal authority, including, but not limited to, consent or Authorization, if required by Applicable Law.

- e. **Unauthorized Access and Use.** In addition to its own acts or omissions, Participant shall be responsible for any and all acts or omissions of its ImmuTrack Users and of any others who gain access to the ImmuTrack Tool through Participant and/or by use of any user credentials issued to Participant or a ImmuTrack User.
- f. **Training.** Participant shall, with appropriate assistance from VHI and/or the ImmuTrack Vendor, ensure that each ImmuTrack User is trained in the proper use of the ImmuTrack Tool prior to his/her/their provisioning on the ImmuTrack Tool.

#### 4. **VHI Responsibilities.**

- a. **Training and Support.** VHI will provide Participant with reasonable training and support services for use of the ImmuTrack Tool, as agreed to by the Parties. Training and support may include standard ImmuTrack technical guide(s), user manual(s) and similar such documentation made available by the ImmuTrack Vendor for use by Participant to train its ImmuTrack Users to effectively utilize the ImmuTrack Tool.
- b. **Privacy & Security.** VHI shall provide access to the ImmuTrack Tool via a secured methodology, consistent with industry standards, which shall incorporate end user authentication by ImmuTrack Users for access. VHI will ensure encryption of Vaccination Data through the use of generally accepted industry standards and methods and Applicable Law.
- c. **Maintenance and Updates.** Participant will have access to any standard updates and patches to the ImmuTrack Tool that are intended to address known issues, as well as any new releases or upgrades, as the same are made available to VHI.

#### 5. **Suspension.**

- a. **Basis for Suspension.** Participant's and/or any individual ImmuTrack User's access

to the ImmuTrack Tool may be temporarily suspended if the ImmuTrack Vendor or VHI has reason to believe the suspension is appropriate to prevent or mitigate a privacy concern and/or security threat or if the ImmuTrack Vendor or VHI has reason to suspect any misuse or misappropriation of the ImmuTrack Tool and/or Vaccination Data.

**b. Effect of Suspension.**

- (i) If reasonably requested by VHI, Participant shall undertake any investigation that is required to understand the events leading to the suspension and share the results of the investigation with VHI and, at VHI's instruction, with the ImmuTrack Vendor. Failure to reasonably cooperate with such an investigation shall be grounds for termination of Participant's access to the ImmuTrack Tool upon written notice to Participant by VHI. Should Participant and VHI and, as applicable, the ImmuTrack Vendor resolve the issue(s) prompting the suspension to their shared satisfaction, Participant's or the individual ImmuTrack User's access, as applicable, will be reinstated without undue delay. Should such a satisfactory resolution not be achieved within thirty (30) days of the suspension, or such other time as VHI and Participant may agree in writing, neither VHI nor the ImmuTrack Vendor shall be obligated to reinstate Participant's or the ImmuTrack User's access, as applicable. In the case of suspension of one or more individual ImmuTrack User(s) that is not resolved within thirty (30) days, such ImmuTrack User's(') access to the ImmuTrack Tool may be immediately terminated with no further action or notice by VHI or the ImmuTrack Vendor.
- (ii) Neither the ImmuTrack Vendor nor VHI will have any liability to Participant for any damage, liabilities, losses or any other consequences that Participant or any individual ImmuTrack User(s) of Participant may incur as a result of a suspension pursuant to this section.

**6. Termination.**

- a. **By VHI.** In addition to all other grounds for termination stated in this Addendum and/or the MSA, including all attachments and other addenda, VHI may terminate Participant's access to the ImmuTrak Tool as set forth below:
  - (i) Immediately and automatically (i) upon termination of the MSA;
  - (ii) Immediately upon written notice to Participant in the event of VHI's or the ImmuTrack Vendor's insolvency, filing of a petition for bankruptcy, a general assignment for the benefit of creditors or court-appointment of a receiver, trustee or similar agent;

- (iii) Upon thirty (30) days' written notice to Participant;
- (iv) By providing notice as soon as practicable in the event of termination by the ImmuTrak Vendor of its agreement with VHI for provision of access to the ImmuTrak Tool;
- (v) By providing notice as soon as practicable in the event of termination by VDH of the data sharing agreement under which VDH provides data in support of the ImmuTrak program to the ImmuTrak Vendor.

b. **By Participant.** Participant may terminate this Addendum upon ten (10) days' written notice to VHI. Participant's termination of this Addendum shall only act to terminate Participant's access to the ImmuTrak Tool. All other provisions of the MSA, including all attachments and all other addenda thereto, will be unaffected by Participant's termination of this ImmuTrak Addendum.

c. **Effect of Termination.** VHI will have no liability to Participant for any damage, liabilities, losses or any other consequences that Participant may incur as a result of a termination pursuant to this Addendum or other applicable terms of the MSA, including attachments and other addenda.

7. **ImmuTrak Fees.** Fees for use of the ImmuTrack Tool, if any, will be set forth in the attached Fee Schedule.

**Effective Date of Addendum:** \_\_\_\_\_

**Participant:**

**VHI**

\_\_\_\_\_

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

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

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

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

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

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

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

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

\_\_\_\_\_

For Review Purposes Only; Electronic Signature Required

**Fee Schedule:**

Financial commitment of Participant: [none]