

PhilaVax

Entity Confidentiality Form

1. Background

Pursuant to its public health authority under section 6-210 of the Philadelphia Health Code, the Philadelphia Board of Health has issued Regulations that mandate reporting of immunization data for children 0-18 years of age and adults over 18 years of age to a citywide immunization registry. The City of Philadelphia (the "City") acting through its Philadelphia Department of Public Health ("PDPH"), Immunization Program maintains the PhilaVax Immunization Information System ("PhilaVax"), heretofore referred to as the PhilaVax Immunization Information System ("IIS") or PhilaVax, to record all immunization data.

PhilaVax is a secure web-based application that offers medical providers access to consolidated immunization records for their patients as well as recommendations based on the most recent immunization schedule. PhilaVax can be accessed via the internet (<http://vax.phila.gov>). All healthcare providers who administer immunizations in Philadelphia are required to report all vaccine doses, whether supplied by Vaccines for Children ("VFC"), Vaccines for Adults at Risk ("VFAAR") programs or privately purchased.

PhilaVax is available to the employees of Philadelphia health care entities, schools, social service agencies, as well as, PDPH employees and their select representatives. With few exceptions, access is limited to those who serve children and adults within the city of Philadelphia. Employees of any authorized agencies, school, healthcare entity, medical provider, and healthcare provider ("Provider") who will be given access to PhilaVax must complete and sign PhilaVax User Confidentiality Agreement.

2. Confidentiality

Protecting the privacy of patients and the security of information contained in PhilaVax is an important priority for the Philadelphia Department of Public Health.

PhilaVax data are confidential. Breach of confidentiality requirements (See Section V. Access to and Disclosure of PhilaVax Information) will subject the user, health care entity, authorized agency, or school to termination of electronic access to PhilaVax and may result in civil or criminal penalties for improper disclosure of health information. Access to PhilaVax is password-protected with Secure Sockets Layer (SSL) encryption, and the database is protected by firewall from unauthorized access.

The PhilaVax Disclosure Form is available to provide an explanation to patients, parents and/or guardians that information about their immunizations or their child's immunizations will be recorded in PhilaVax. This disclosure form can be found on the PhilaVax website or by contacting the PDPH Immunization Program. Patients, parents, guardians or legal custodians may opt-out of participation in PhilaVax.

3. Notification

Providers are not required to obtain a release or authorization from patients, parents, or guardians to report immunizations to PhilaVax. Pursuant to its public health authority under section 6-210 of the Philadelphia Health Code, the Philadelphia Board of Health has issued Regulations stating that PDPH "...has the authority to obtain and store medical information, including photocopies of medical records and medical summaries, regarding immunizations governed by this Regulation without a signed authorization from the patient or patient's representative."

PhilaVax

Entity Confidentiality Form

4. Patient Participation

Every person receiving immunizations in Philadelphia is enrolled into PhilaVax using information derived from the birth record or health care provider.

A patient, parent, guardian or legal custodian can refuse to participate in PhilaVax and may have their record or their child's record locked by completing the PhilaVax Participation Request Form and submitting the completed form to PhilaVax personnel. PhilaVax personnel will then update the patient's record to indicate that data is not to be shared. If a PhilaVax user subsequently tries to access that patient record, the user will be unable to view the patient's immunization history and personal information. **Only PhilaVax personnel have the ability to view or unlock a locked patient record.**

5. Access to and Disclosure of PhilaVax Information

The patient-level information contained in PhilaVax shall only be used for the following purposes:

- Assist providers and social service agencies in keeping a patient's immunization status up-to-date including historical validations and recommendations based on a pre-determined schedule.
- Prevent the administration of duplicate immunizations.
- Provide documentation of a patient's immunizations (as reported to PhilaVax) to the patient, child's parent, guardian or legal custodian.
- Permit schools to determine the immunization status of students enrolled at that specific school.
- Facilitate immunizations activities or promote administration of vaccines.
- By PDPH employees or its authorized agents for planning and/or evaluation related to PDPH's public health function.
- For PDPH authorized activities limited to matching PhilaVax data to other sources of PDPH data for the advancement of immunization related activities.

PhilaVax data that identifies individual patients will not be disclosed to unauthorized individuals, including law enforcement, without the approval of the Director of the Division of Disease Control. Any request for PhilaVax data (including subpoenas, court orders, and other legal demands) must be brought to the attention of the PhilaVax Manager, who will consult PDPH legal counsel and the originating data source before any data can be released.

IMPORTANT NOTE: Any unauthorized use of PhilaVax data is prohibited, including but not limited to the following:

- Accessing and/or distributing PhilaVax records for any activity other than those outlined above, including (but not limited to) research, presentations, publications, sharing with unauthorized individuals.
- Sharing your PhilaVax login and password with others (even within your organization).
- Integrating PhilaVax data or subsets of PhilaVax data into databases, applications, or other systems except electronic health records (EHRs) interfaces with bidirectional capability.
- Using another person's PhilaVax login and password.

PhilaVax

Entity Confidentiality Form

6. User Participation

Users are defined as anyone with access to PhilaVax, and each user must read, complete and sign the PhilaVax User Confidentiality Agreement prior to gaining access to PhilaVax data. The following table outlines the different types of PhilaVax users and access allowed for each user group type:

User Type	View Demographics & Immunizations	Add/Edit Patient Information	Clinic, Provider, & MCO Level Reports	VFC/VFAAR Vaccine Ordering & Inventory	VFC/VFAAR Annual Online Enrollment
Immunization Providers (Public & Private)	Can Access	Subset Have Access	Subset Have Access	Subset Have Access	Subset Have Access
PDPH Employees & its Authorized Agents	Can Access	Can Access	Can Access	Can Access	Can Access
Public, Private and Charter Schools	Can Access	No Access	No Access	No Access	No Access
Social Service Agencies	Can Access	No Access	No Access	No Access	No Access
Managed Care Organizations (MCOs)	Can Access	No Access	Subset Have Access	No Access	No Access

- View Demographics & Immunizations indicates the user has permission to view information about the patient, including the patient’s name, date of birth, parent/guardian name, address, telephone number, the entire immunization history and status (i.e., whether or not the child is up-to-date with recommended immunizations).
- Add/Edit Information indicates the user can add new demographic and immunization data to a patient’s record; edit demographic and immunization data previously recorded in a patient’s record; and add a new patient to PhilaVax.
- Clinic and Provider, and MCO level reports indicate select users have access to run three levels of reports:
 - Clinic Level Reports – includes coverage rate assessments and reminder/recall reports for a specific clinic.
 - Provider Level Reports – includes coverage rate assessments and reminder/recall reports. A ‘Provider’ in PhilaVax includes multiple related clinics (e.g. physician at multiple clinics, health system, etc).
 - Managed Care Organization (MCO) Level Reports for HEDIS measures reporting and reporting to the FDA.
- VFC/VFAAR Vaccine Ordering & Inventory indicates the user can track vaccine inventory and/or order VFC and/or VFAAR vaccines through PhilaVax.
- VFC/VFAAR Annual Online Enrollment indicates the user can submit annual VFC and VFAAR enrollment forms through PhilaVax.

PhilaVax

Entity Confidentiality Form

6. User Participation (cont.)

Only those whose assigned work duties include functions associated with the immunization of patients will be given access to PhilaVax information. All personnel including permanent and temporary employees, volunteers, contractors, and consultants will be required to complete and sign a PhilaVax User Confidentiality Agreement before gaining access as a PhilaVax user. Any user that violates this agreement will be subject to revocation of their access privileges and may result in civil or criminal penalties for improper use and/or disclosure of health information.

In order to maintain the security and confidentiality of PhilaVax data, new agreements are to be signed annually by all users.

- The PhilaVax User Confidentiality Agreement must be completed and signed prior to gaining access to PhilaVax data. Once PhilaVax personnel receive the signed agreement and user eligibility is verified, a password will be created and the new user can access PhilaVax via the internet.
- Each person granted access to PhilaVax must have a unique login ID and password.
- Shared login IDs and passwords are not permitted. Users are prohibited from disclosing PhilaVax access codes or protocol to unauthorized persons.
- Users who fail to access PhilaVax for more than 90 consecutive days will have their accounts inactivated by PhilaVax personnel.

7. Indemnification

Provider shall protect, defend, indemnify and hold the City harmless from any and all claims, demands, liabilities, obligations, damages, suits, judgments or settlements, including but not limited to those related to patent, copyright, trademark, or service mark infringement, or violation of trade secrets, and including reasonable costs and attorneys' fees, (collectively, "Claims"), that arise from the act, neglect, omission or unperformed obligation of Provider and/or Provider's agents, employees, contractors or consultants in relation to the PhilaVax data or Provider's use of the PhilaVax data or Provider's breach of any provision of this Agreement. This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents shall survive termination of the Agreement.

PhilaVax

Entity Confidentiality Form

8. Insurance

Provider shall, at its sole cost and expense, procure and maintain in full force and effect, the minimum limits of insurance specified below. Provider shall procure insurance from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. The insurance shall be written on an “occurrence” basis and not a “claims-made” basis. In no event shall Provider commence using PhilaVax until Provider has delivered to the City’s Risk Management Division the required evidence of insurance coverages. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, or non-renewed. The City, its officers, employees, and agents, shall be named as additional insureds on the General Liability Insurance policy. Provider shall also deliver or cause to be delivered to the City an endorsement stating that the coverage afforded the City and its officers, employees, and agents, as additional insureds, will be primary to any other coverage available to them and that no act or omission of the City, its officers, employees or agents shall invalidate the coverage.

a. General Liability Insurance.

- a.i. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations.
- a.ii. Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).

b. Cyber Liability.

- a.i. Limit of Liability: \$1,000,000 Per Claim/Aggregate
- a.ii. Coverage: Information security and privacy liability that arise from the Agreement, including but not limited to: data while in transit or in the possession of any third parties hired by the Provider (such as data back-up services) to electronic system; loss of, damage to or destruction of electronic data breaches arising from the unauthorized access or exceeded access; or malicious code, viruses, worms or malware; electronic business income and extra expense as a result of the inability to access website due to a cyber attack or unauthorized access; Privacy Notification Extra Expense Coverage (including Credit Monitoring Expense).
- a.iii. The City of Philadelphia, its officers, employees and agents shall be named as additional insureds.
- a.iv. Insurance may be written on a claims-made basis provided that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement; and that continuous coverage will be maintained or an Extended Discovery Period will be purchased for a period of at least two (2) years after expiration or termination of this Agreement.

c. Evidence of Insurance Coverage. A Certificate of Insurance evidencing the required coverage must specifically reference this Agreement in the Description of Operations section of the Certificate of Insurance. The original Certificate of Insurance must be submitted to the City’s Risk Manager at the following address:

City of Philadelphia
Finance Department
Division of Risk Management
1515 Arch Street, 14th Floor
Philadelphia, PA 19102-1579
(Fax No.: 215-683-1718).

The Certificate of Insurance shall be submitted to the City at least ten (10) days before accessing PhilaVax. Under no circumstances shall Provider actually begin using PhilaVax without providing the required evidence of insurance. Provider shall not self-insure any of the coverage required under this agreement without the prior written consent of the City’s Division of Risk Management. **The City reserves the right to require Provider to provide certified copies of the original policies of all insurance at any time upon ten (10) days written notice.**

PhilaVax

Entity Confidentiality Form

9. Warranties Disclaimed.

The city furnishes the PHILAVAX data and each part and element thereof on an “as is” and “with all faults” basis. the city makes and PROVIDER receives no express or implied warranty or representation of any kind whatsoever with respect to the PHILAVAX data or any part or element thereof, including, but not limited to, any warranty or representation that it is accurate, complete, or current; that it is free from software or other defects or errors, including but not limited to, viruses, worms or other harmful components; or that it will meet PROVIDER’s needs or expectations. all warranties of merchantability and fitness for any particular purpose are expressly excluded. PROVIDER acknowledges and agrees that it assumes the entire risk of any loss to itself or to others resulting from its use of or reliance on the PHILAVAX data or any element or part thereof. No oral or written advice or information provided by the city or any of its officers, agents or employees shall create any warranty of the PHILAVAX data or any part or element thereof, or in any way increase the scope of this section 9, and ProVidER shall not be entitled to rely on any such advice or information.

10. City Liability Disclaimed.

In no event shall the city be liable to PROVIDER or to any other party for any damages, claim or loss (collectively, “damages”) incurred or caused by PROVIDER (including, but not limited to, any compensatory, direct, indirect, incidental, special, consequential or exemplary damages, lost profits, lost sales or business, expenditures, investments, or commitments in connection with any business, loss of goodwill, or other damages resulting from PROVIDER’S use of the PHILAVAX data, or from PROVIDER’s loading or processing or otherwise using the PHILAVAX data on any computer system of PROVIDER or others, including, but not limited to, any data loss or inability to use data resulting from such loading or processing or otherwise using the PHILAVAX data on such computer system), irrespective of whether City has been informed of, knew of, or should have known of the likelihood of such damages. this disclaimer of liability applies to all causes of action, including without limitation breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other torts. If the city’s limited warranty set forth in section 9, (warranties disclaimed), or the disclaimer of liability set forth in this section 10 shall for any reason whatsoever be held unenforceable or inapplicable, PROVIDER agrees that the city’s liability shall not exceed one hundred dollars (\$100).

PhilaVax

Entity Confidentiality Form

First Name		Last Name	
Job Title		Organization Name	
Email Address			
Phone Number	Fax Number	VFC/VFAAR Pin	
Mailing Address			

National Provider Identification Number (NPI)	Medicaid Provider ID	PA Medical License Number
License Issue Date (MM/DD/YYYY)	License Expiration Date (MM/DD/YY)	

I am the VFC Ordering/Inventory Contact.

I am the person responsible for ordering VFC vaccines or tracking VFC vaccine inventory in my office.

IN WITNESS WHEREOF, Provider and City, intending to be legally bound by this Agreement, have caused the Limited License to be executed by their respective duly authorized officers as of the date first written above:

Approved as to form Diana P. Cortes, City Solicitor	CITY OF PHILADELPHIA DEPARTMENT OF PUBLIC HEALTH
_____	_____
Deputy City Solicitor	Commissioner

Provider Signatures

Signature _____ Print Name _____

Title _____

Attest _____ Print Name _____

Title _____