

Confidentiality Statement (Vendor)

In order to access the New York City (NYC) Department of Health and Mental Hygiene (DOHMH) Citywide Immunization Registry (CIR), the electronic health record (EHR) vendor must register with the NYC DOHMH CIR and sign this Confidentiality Statement (“Agreement”).

This Agreement is made by the NYC DOHMH and the EHR vendor _____ who is developing an HL7 Web service interface between the NYC DOHMH CIR and a health care provider’s EHR vendor software. This Agreement represents a commitment by the EHR vendor to abide by the terms of [NYS Public Health Law, Title 6, Article 2168](#), as well as the provisions of [10 NYCRR \(New York Code of Rules and Regulations\), Section 66-1.2](#) and [New York City Health Code Section 11.11\(d\)](#).

All EHR vendors registered with the NYC DOHMH CIR and their agents, employees, and subcontractors, and any other individuals who may have access to the NYC DOHMH CIR medical and personal record data, are required by law to protect the confidentiality of that data (the “Confidential Information”). Confidential Information consists of any combination of medical, demographic, or other information that can personally identify, or for which there is a reasonable basis to believe can be used to identify, members of the populations they serve. Examples of this include, but are not limited to, a person’s medical record number, vaccination information, date of birth, full name, street address, telephone number, personal e-mail address, or other information that could uniquely identify individuals. All Confidential Information acquired or learned through access to the NYC DOHMH CIR must remain protected even after the EHR vendor’s completion/separation from the work project or service. The EHR Vendor agrees to use all data in compliance with this Agreement, and all other applicable city, state and federal laws concerning the confidentiality of personal data. Unauthorized disclosure of Confidential Information is a violation and subject to civil and/or criminal penalties, per [Section 558\(e\)](#) of the New York City Charter and [Section 3.11 of the New York City Health Code](#).

The role of the EHR vendor is in developing and supporting the interface between the NYC DOHMH CIR and the provider’s EHR software that will use the HL7 messaging protocols required by the NYC DOHMH CIR Web services. The EHR vendor will abide these protocols to transmit Confidential Information from the EHR software to the NYC DOHMH CIR and/or to query the NYC DOHMH CIR for patient immunization history and related data.

The NYC DOHMH will provide EHR vendors with data from the NYC DOHMH CIR in accordance with the following terms and conditions:

1. The EHR vendor will carefully safeguard access privileges and passwords, including not to share or abuse the authentication credentials, and not to use another’s authentication credentials.
2. The EHR vendor acknowledges that they and their employees and agents, including subcontractors, who have been provided with access to the NYC DOHMH CIR information, will handle the information in a confidential manner similar to handling any other confidential medical information.
3. The EHR vendor understands that all transactions are logged and may be subject to audit.
4. The EHR vendor may access/query information only on individuals for whom health care services are provided, or as otherwise defined in Statute.
5. The EHR vendor may not enter/send inaccurate data intentionally, or falsify data currently in the NYC DOHMH CIR.
6. The EHR vendor may not copy all or part of the database for unauthorized use.
7. The EHR vendor may not remove from a job site or copy any document or computer record containing confidential information unless specifically authorized to do so and if required in the course of official duties.
8. The EHR vendor may not discriminate, threaten, or take any adverse actions with respect to a person to whom Confidential Information pertains.

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9. The EHR vendor shall provide each of their agents, employees, and subcontractors having access to the NYC CIR DOHMH data with a copy of this agreement and require that each such person or entity understand and individually agree, in writing, to comply with all applicable terms and conditions.
10. All agents, subcontractors and former employees of the EHR vendor must continue to comply with this Agreement after leaving employment with the EHR vendor.
11. The EHR vendor will promptly report to the NYC DOHMH any threat or violation of this Agreement.

Agreement

I have read and understand the above Agreement. I agree to keep strictly confidential all Confidential Information I receive from the records of the NYC Department of Health and Mental Hygiene Citywide Immunization Registry in the course of my employment at _____ . I understand fully the consequences to me if I disclose confidential information without proper authorization. I have discussed, and will continue to discuss, with the NYC Department of Health and Mental Hygiene personnel any questions I have about what is confidential or to whom I may reveal Confidential Information.

MAIL or FAX completed form to: Citywide Immunization Registry 42-09 28 th Street, 5 th Fl., CN 21 Long Island City, NY 11101-4132 Phone (347) 396-2400/ Fax (347) 396-2559 cir_interop@health.nyc.gov	EHR Vendor: _____
	DATE: _____ SIGNATURE: _____
	PRINT NAME: _____
	TITLE: _____
	PHONE (ext.): _____ FAX: _____
	EMAIL: _____