

## CONFIDENTIALITY

### ***Background:***

The Georgia Registry of Immunizations Transactions and Services (GRITS) is a confidential computer system that collects and selectively discloses information (to authorized persons) about the identity, demographics, source of primary health care, and the birth to death vaccination history of children and adults in the State of Georgia. Registry data is used to (1) monitor immunization coverage in collaboration with primary care providers generating reminder/recall notices to those delayed for age-appropriate vaccinations, (2) assess the immunization practices of local health care providers, and (3) measure community coverage and identify neighborhoods at risk for under immunization (a.k.a. “pockets of need”).

### ***Confidentiality Policy***

1. Protecting the privacy of GRITS participants and the confidentiality of identifiable information contained in registry records is of great importance to the Georgia Department of Public Health, Immunization Program (known hereafter as “the Department”).
2. It shall be the responsibility of the Department to ensure that all users of GRITS including but not limited to health department employees, health care providers and their support staff, other public agencies such as schools, contractors and other vendors supporting GRITS maintenance, et al, are adequately trained about policies protecting confidentiality and security and the consequences for any unauthorized breach of GRITS confidentiality/security. At the time of enrollment, all users shall sign and date the “GRITS Software User Agreement”(SUA) which includes a statement that users acknowledge by signing the SUA they have read and understand the GRITS Confidentiality Policy and a commit to follow the terms and conditions set forth therein.
3. Individually identifiable vaccination information is confidential. No person or legal entity, which receives individually identifiable vaccination information pursuant to O.C.G.A. Section 31-12-3.1(e), shall disclose (or redisclose) such information to any un-authorized user without the written consent of an authorized requestor. An authorized user is one who has completed and signed GRITS user registration and user agreement forms, and been assigned a GRITS user ID and password.
4. Intentionally or knowingly disclosing individually identifiable vaccination information from GRITS to an un-authorized user may result in prosecution under O.C.G.A. Section 16-9-93 for computer invasion of privacy, computer trespass, or computer password disclosure; and may result in civil and/or criminal penalties.
5. The Department shall provide registry confidentiality policies and procedures to all registered users.

6. All providers operating under managed care plans shall comply with the confidentiality and accuracy of client records under the provisions of O.C.G.A. Section 33-20A-8.
7. This policy shall be reviewed and amended as needed to reflect applicable State and Federal legislation effecting the privacy and confidentiality of electronic medical records. In addition, confidentiality and security policies shall be approved with consent of the GRITS Program and the Georgia Immunization Program's Executive Leadership.

### **Notification**

1. The Department shall draft and distribute a "GRITS Information Sheet" to health care providers. Health care providers are charged with the distribution of this notice to their clients whose records are or will be contained in the registry.
2. Notification of the existence of GRITS shall include the following information/explanations:
  - Purpose of GRITS
  - What information is collected in GRITS and what it will be used for
  - With whom GRITS discloses information (generally and usually)
  - The definition of participation in GRITS and how to exercise choice regarding participation (Opt-out procedures)
  - Procedures for review and correction or amendment of information contained in GRITS regarding their records
  - Contact information for further questions
3. Notice shall be in a language the client can understand.

### **Participation in GRITS**

1. All Georgia residents shall be enrolled in GRITS unless a specific request in writing to "opt-out" is received from an authorized requestor.
2. There are three (3) levels of opt-out in GRITS: 1) opt-out of the registry, 2) opt-out of reminder/recall and 3) opt-out of sharing immunization data.
  - a. If an opt-out of the registry request is received prior to client enrollment in the registry, then no immunization record shall be created at that time or in the future.
  - b. If an opt-out request is received following client enrollment in the registry, the Department shall remove all immunization records for the client.
  - c. The Department will provide appropriate forms for opting out of the registry. This form will be available to requestors through vaccine providers or may be requested from the Department. Any other reasonable written and witnessed request for exemption will also be accepted if it contains the material information included on the Department form.
  - d. Individuals who have previously elected to opt-out of the registry may re-enroll or opt-in. The Department, provider, or provider's designee shall establish individual information and immunization records upon receipt of such records and information. The opt-in form will be available through vaccine providers or the Department.

- e. The Department may maintain a record of opt-out requests in a separate file unconnected to the registry and accessible only to the Department.
- f. Clients may choose to participate in the registry but opt-out of reminder/recall notices.
- g. If a client wishes to opt-out of reminder/recall notices, this option can be indicated on the client's record by clicking the appropriate check box on the client information screen.
- h. Individuals who have previously elected to opt-out of reminder/recall notices may opt-in for this service by letting the Department, provider, or provider's designee know and the reminder/recall checkbox will be updated to indicate it accordingly.
- i. Clients may choose to participate in the registry but opt-out of allowing their immunization data to be shared with other providers.
- j. If a client wishes to opt-out for allowing the sharing of the immunization data, this option can be indicated on the client's record by clicking the appropriate checkbox on the client information screen.
- k. Individuals who have previously elected to opt-out of sharing data, may opt-in for this service by letting either the Department, provider or provider's designee know and the allow sharing checkbox will be updated to indicate it accordingly.

### ***Use of GRITS data***

1. Identifiable GRITS data shall only be used to conduct public health surveillance and clinical intervention to control vaccine preventable diseases.
2. Unless otherwise defined, use of GRITS records shall only be accessed when needed to provide health care, to fulfill registry reporting requirements and/or in accordance with the Department's role to safeguard the public's health and well being.
3. Registry developers, managers and users shall make every reasonable effort to ensure that information contained therein is not used in a punitive manner either against the client, any member of the client's family, or client's health care provider(s).

### ***Access to and disclosure of GRITS data***

1. All authorized users shall access the Registry's immunization data as described in the Software User Agreement. Access shall comply with these rules and regulations. The level of user access to registry data shall be the minimum necessary to perform required functions and shall be determined by the Department at the time of user registration following all applicable state and federal laws governing individual health information.
2. Registry access may be revoked for failure to comply with GRITS Rules and Regulations and/or the Software User Agreement. Prior to revoking access the Department will give written notice of its intent to terminate the user's access to the registry. The user may appeal the Department's decision to terminate. Written notice of appeal must be provided to the Department within 10 business days of receipt of notice to terminate. Failure to respond to

the Department's notice will automatically terminate the user's registry access. If the user chooses to appeal, the Department's hearing officer will hold a hearing after sufficient notice is given to both parties. Registry access may be restored upon compliance with the terms of the Software User Agreement and GRITS rules and regulations.

3. The Department shall maintain a record of authorized GRITS users that shall include:
  - Name, address and other contact information of the health care provider, clinic or other health service agency
  - Level of access to GRITS records
  - Original signed and dated "GRITS Software User Agreement" for each authorized user
4. Unless otherwise excluded, authorized primary care provider users may have access to all identifiable GRITS information for clients who are under their direct services or to whom they share clinical responsibility.
5. Subject to the approval of the Department, aggregate information excluding identifiers may be disclosed to outside requestors who demonstrate a legitimate and tangible interest in said registry information.
6. Release of aggregate information must comply with federal, state, and local laws governing medical confidentiality and duty of client notification.
7. The Department shall forward notification to primary care providers when aggregate reporting for their practice is generated from GRITS records. Copies of said reports shall be made available to said providers upon their request.
8. The Department shall ensure that law enforcement access to GRITS is limited to legally mandated circumstances. Subpoenas, requests for production, warrants, and court orders are immediately referred to Department legal counsel. GRITS shall make every reasonable effort, in conjunction with legal counsel, to limit disclosure of information through these means.