



COMMONWEALTH of VIRGINIA

Department of Health

P O BOX 2448
RICHMOND, VA 23218

TTY 7-1-1 OR
1-800-828-1120

Dear Health Care Provider,

Thank you for considering electronic data exchange with the Virginia Department of Health (VDH). A Memorandum of Understanding (MOU) is required to be completed by any health care facility or health care system intending to submit syndromic surveillance data to VDH. For health care systems, only one MOU is required as it can cover all facilities submitting syndromic surveillance data to VDH. Please review the agreement and mail three (3) original signed documents to the address below:

Virginia Department of Health
Division of Surveillance and Investigation
Attn: Syndromic Surveillance
109 Governor Street, 5th Floor East
Richmond, VA 23219

VDH will return an original copy to you once the agreement is signed by VDH representatives. If you have questions regarding the submission of syndromic surveillance data or the MOU, please direct them to the Syndromic Surveillance Team who can be reached by e-mail at syndromic@vdh.virginia.gov or by phone at (804) 864-8141.



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Syndromic Surveillance MEMORANDUM OF UNDERSTANDING Between the Virginia Department of Health and the _____

This Memorandum of Understanding (“MOU”) is entered into by and between the Virginia Department of Health (hereinafter referred to as “VDH”) and _____ (hereinafter referred to as “Entity”). Its purpose is to identify each party’s responsibility regarding participation in the VDH Syndromic Surveillance System. This agreement is made and entered into as of _____ (“Date”).

ARTICLE I – PURPOSE

VDH conducts enhanced disease surveillance, using information gathered from healthcare facilities, for the detection of events of public health importance. Early identification of significant public health events initiates faster response and intervention, enhances disease prevention, and ultimately provides greater protection for Virginia’s residents and visitors. The reporting of syndromic data to VDH is a core requirement of the Centers for Medicare and Medicaid Services (CMS) incentive program to increase the Meaningful Use of Electronic Health Records. This enhanced surveillance activity does not replace Virginia’s reportable disease system.

ARTICLE II – PUBLIC HEALTH AUTHORITY

Health laws of Virginia allow VDH to collect additional information for the purpose of disease surveillance. Specifically, Section 32.1-37.C of the *Code of Virginia* states that “*The person in charge of any medical care facility, residential or day program, service or facility licensed or operated by any agency of the Commonwealth, school, or summer camp as defined in § 35.1-1 may also voluntarily report additional information, including individual cases of communicable diseases, at the request of the Department of Health for special surveillance or other epidemiological studies.*” In addition, Virginia Code §32.1-38, states that “*Any person making a report or disclosure required or authorized by this chapter, including any voluntary reports submitted at the request of the Department of Health for special surveillance or other epidemiological studies, shall be immune from civil liability or criminal penalty connected therewith unless such person acted with gross negligence or malicious intent.*”

Regarding the investigation of disease, §32.1-39 of the Code states that “*The Board shall provide for the surveillance of and investigation into all preventable diseases and epidemics in this Commonwealth and into the means for the prevention of such diseases and epidemics.*” The authority to examine medical records is provided by §32.1-40 which states “*... every person in charge of any medical care facility shall permit the Commissioner or his designee to examine and review any medical records in the course of investigation, research or studies of diseases or deaths of public health importance.*”

Nothing in this agreement negates, alters, or supersedes federal, state, or local laws that govern the protection and use of healthcare related data.

ARTICLE III – SCOPE OF SERVICES

- A. The Entity agrees to the following conditions and provisions of service for the term of this agreement. The Entity will:
1. Automatically transfer the data elements identified in the Commonwealth of Virginia Syndromic Surveillance Submission Guide, which is located at http://www.vdh.virginia.gov/clinicians/meaningfuluse/documents/2012/pdf/VDH_ImplementationGuide.pdf.
 2. Transfer messages in “Real-Time” or batched at least every six hours using HL7 2.5.1 format, via a mutually agreeable mechanism; transmissions from Entities utilizing an existing alternate message format will be accepted until such time as the Entity is able to transmit using HL7.
 3. Provide secure transfer, encryption, appropriate back-up systems, and 24/7 support.
 4. Report any suspected or confirmed security breaches in message transport or data content immediately to the VDH Point of Contact.
- B. The Virginia Department of Health agrees to the following conditions and provisions of service for the term of this agreement. The VDH will:
1. Protect and preserve the confidentiality of all data and individually identifiable health information submitted by the Entity in accordance with §32.1-41 of the *Code of Virginia*, Commonwealth and VDH policies, standards and procedures.
 2. Use the information for the purpose of public health surveillance, investigation and control activities.
 3. De-identify all data prior to secure transfer to the Centers for Disease Control and Prevention (CDC), or other officially designated party, for aggregate inclusion in the National Syndromic Surveillance System.
 4. Develop security roles and profiles providing the Entity with secure access to its own data, as well as provide access to aggregate Syndromic Surveillance data.
- C. Each party shall designate an individual to be responsible for communications and the granting of access related to this project. Any and all designations regarding access to data or changes in this agreement must be submitted in writing. This documentation shall be maintained in a secured location at the Entity and provided to VDH upon request if necessary for audit compliance.
- D. The responsible party for VDH is the Chief Information Officer or other designee. The name and title of the responsible party for the Entity is as follows:

Name - _____

Title - _____

ARTICLE IV – COST OF PERFORMANCE

The parties shall perform their responsibilities under this Agreement on a no exchange of funds basis.

ARTICLE V – CONFIDENTIALITY

VDH will assure the confidentiality of the Entity’s data and information in compliance with the Information Technology Resource Management (ITRM) Commonwealth Security Standard (SEC501-07.1). Virginia Code Section 32.1-41 provides protection against the release of confidential information. Release of information is exempt from Freedom of Information Act (FOIA) under the health records exclusion in Virginia Code §2.2-3705.5.

ARTICLE VI – TERM OF AGREEMENT

This agreement shall be effective from _____ and remain in effect until either party provides the other with written notice of its intention to terminate within a minimum of 30 days from the expected termination date. This agreement may be amended at any time by written mutual agreement.

SIGNATURES: Signature of the Agreement by all parties constitutes mutual agreement to all terms and conditions provided herein.

Virginia Department of Health

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Director Office of Epidemiology

Date: _____

Date: _____

Address: _____

By: _____

City: _____

Name: _____

State: _____

Title: Chief Information Officer

Zip Code: _____

Date: _____