

**SECURE PROTECTION AND HANDLING OF COVID-19 IMMUNIZATION DATA
BY THE NEW JERSEY LOCAL INFORMATION NETWORK AND COMMUNICATIONS SYSTEM (NJLINCS)**

This Secure Protection and Data Handling Agreement (“Agreement”) is made and entered into by and between the New Jersey Department of Health (“NJDOH”) and [Insert NJLINCS Agency] (“NJLINCS”).

RECITALS

- A. On March 9, 2020, through Executive Order 103, Governor Murphy declared both a Public Health Emergency and a State of Emergency throughout the State due to the public health hazard created by Coronavirus disease 2019 (“COVID-19”);
- B. NJDOH is responsible for implementing the State’s COVID-19 Vaccination Plan to provide equitable access to the COVID-19 vaccine to all individuals who live, work and/or are educated in New Jersey.
- C. NJLINCS agencies were activated pursuant to the Emergency Health Powers Act (N.J.S.A. 26:13-21) in furtherance of the State’s response to the COVID-19 Public Health Emergency to coordinate the activities of local health agencies relating to the protection of public health, disseminate information and collect such information as the Commissioner of the Department of Health deems necessary to protect the health of the public;
- D. On June 4, 2021, Governor Murphy, through Executive Order 244, terminated the Public Health Emergency and continued the State of Emergency declared through Executive Order 103;
- E. Despite the extensive progress made in combatting COVID-19, there remains an ongoing threat necessitating that certain actions taken pursuant to the powers granted under the Emergency Health Powers Act, including vaccine management, administration and tracking, continue including the ongoing oversight of the State’s vaccination program roll-out;
- F. This Agreement provides general provisions and conditions regarding NJLINCS agency expanded access to reports in the New Jersey Immunization Information System (NJIIS), the Statewide Immunization Registry established pursuant to the Statewide Immunization Registry Act, N.J.S.A. 26:4-131, et seq., in order to continue the ongoing vaccination program for the protection of public health;
- G. P.L. 2021 c. 103 allows the Commissioner of NJDOH to continue to issue orders, directives, and waivers pursuant to the Emergency Health Powers Act, (N.J.S.A. 26:13-1 et seq.) related to, among other things, COVID-19 data collection, retention, sharing, and access, to prevent or limit the transmission of COVID-19, following the termination of the Public Health Emergency.
- H. On July 26, 2021, the Commissioner of NJDOH issued Executive Directive No. 21-009.
- I. Pursuant to Executive Directive No. 21-009, NJLINCS agencies shall continue to serve as the planning and coordinating agency for all municipalities and local health agencies as previously initiated under the Emergency Health Powers Act (N.J.S.A 26:13-21), and have expanded access to reports in NJIIS for the purposes specified herein.
- J. All Attachments to this Agreement containing specific provisions and conditions regarding NJLINCS agency expanded access to reports in NJIIS are hereby incorporated by reference into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Recitals:** The foregoing Recitals are incorporated by reference as if set forth at length herein.
2. **Data Classification and Confidentiality:** Data shall mean Personally Identifiable Information (PII) and other information to which the NJLINCS agency receives or otherwise has access pursuant to the provision of services under this Agreement and shall be classified as confidential and secured as such, as set forth in the State of New Jersey Executive Branch, Statewide Information Security Manual (SISM), (effective 2/21/2021) https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf.
3. **Compliance with the Law for the Use and Disclosure of Confidential Information:** The NJLINCS agency agrees to preserve the confidentiality, integrity and accessibility of all Data collected, accessed or obtained pursuant to this Agreement. The NJLINCS agency agrees that beyond performance of the activities specified herein, the NJLINCS agency shall not share, disclose, distribute, provide access to, repurpose or share across other applications, environments, or business units of the local jurisdiction any Data collected, accessed or obtained under this Agreement. The NJLINCS agency agrees that the Data is confidential and is subject to the requirements of Executive Directive 21-009, pursuant to P.L. 2021 c. 103, and the New Jersey Statewide Immunization Registry Act (N.J.S.A. 26:4-131, et seq.) and Rules (NJAC 8:57-3.1, et seq.). The NJLINCS agency further agrees that the Data shall not be re-used, shared, disclosed, distributed, transmitted, exchanged or otherwise provided to other third parties except as specifically authorized in writing by NJDOH through an Attachment to this Agreement.
4. **Information Security, Privacy and Generally Recognized Industry Standards:** The NJLINCS agency agrees to ensure the security and privacy of State information systems is aligned with the administrative, physical and technical controls and objectives, as documented in the SISM, posted at [Statewide Information Security Manual \(SISM\)](#). The SISM is derived from applicable State and federal laws; industry best practices including, but not limited to National Institute of Standards and Technology (NIST) Cybersecurity Framework for Improving Critical Infrastructure; NIST Special Publication 800-53, the international security and privacy practices aligned with ISO 27001 series, Center for Internet Security (CIS) Top 20 Critical Security Controls; the Cloud Security Alliance, (CSA) Cloud Controls Matrix (CCM); lessons learned; and other New Jersey State Government applicable laws and standards.
5. **End of Agreement Data Handling.** The NJLINCS agency agrees that this Agreement terminates on January 11, 2022. Upon termination of the Agreement, the NJLINCS agency's expanded access to the NJIIS for the purposes specified herein shall also be terminated. Within seven days of January 11, 2022, the NJLINCS agency shall securely and permanently destroy all copies of Data collected, accessed or obtained pursuant to this Agreement in accordance with NIST Special Publication 800-88, rev. 1, Guidelines for Media Sanitization.

ATTACHMENT 1
 SECURE PROTECTION AND HANDLING OF COVID-19 VACCINATION DATA

Purpose: The NJLINCS agency shall have access to a report in the New Jersey Immunization Information System (NJIS) in order to serve as the planning and coordinating agency for all Local Health Departments assisting NJDOH with comprehensive Statewide planning and coordination of all COVID-19 vaccination efforts and to provide equitable access to the COVID-19 vaccine to all individuals who live, work and/or are educated in New Jersey.

Report: The report in NJIS will include the following demographic and vaccine administration information for people in the NJLINCS agency’s jurisdiction and may be used for public health purposes only as specified in this Agreement and as permitted by Executive Directive 21-009, the New Jersey Statewide Immunization Registry Act (N.J.S.A. 26:4-131, et seq.) and Rules (N.J.A.C. 8:57-3.1, et seq.).

REGISTRY ID	DOB	CITY	MUNICIPALITY
FIRST NAME	GENDER	STATE	PHONE NUMBER
LAST NAME	RACE	ZIP	
MIDDLE NAME	ADDRESS	COUNTY	

VACCINE ID	DOSE NUMBER	DATE RECEIVED
MANUFACTURER NAME	ADMINISTERED FACILITY	ETHNICITY

Coordination and Sharing: The NJLINCS agency shall submit to NJDOH the names, NJLINCS agency issued email addresses and other required information of the NJLINCS agency Local Health Officer and their NJLINCS agency designee so that NJDOH can onboard two users at the NJLINCS agency to access the report in NJIS. The NJLINCS agency shall provide, on a weekly basis, a report containing the information referenced above to each Local Health Department, established pursuant to N.J.S.A. 26:3-1, et seq., in the NJLINCS agency’s jurisdiction. The report shall contain information concerning only individuals in the Local Health Department’s jurisdiction. The NJLINCS agency shall ensure that all reports, including each report the NJLINCS agency accesses and each report it shares with a Local Health Department, contain the following header:

CONFIDENTIAL

PROTECTED BY AND SUBJECT TO EXECUTIVE DIRECTIVE [insert ED #] AND THE NJ STATEWIDE IMMUNIZATION
 REGISTRY ACT (N.J.S.A. 26:4-131, ET SEQ.) AND RULES (N.J.A.C. 8:57-3.1, ET SEQ.).

NOT AUTHORIZED FOR RETENTION OR USE AFTER JANUARY 11, 2022.

SECURE AND PERMANENT DESTRUCTION REQUIRED WITHIN 7 DAYS OF JANUARY 11, 2022.

Data Classification and Confidentiality: NJIS data and the data contained in the above referenced report is Personally Identifiable Information (PII) and shall be classified as confidential and secured as such, as set forth in the New Jersey Statewide Information Security Manual, (effective 2/21/2021) [https://www.nj.gov/it/docs/ps/NJ Statewide Information Security Manual.pdf](https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf).