Memorandum of Agreement
between
The Missouri Department of Health and Senior Services
and

___City of Columbia_____

The Missouri Department of Health and Senior Services (DHSS), and
___City of Columbia_____ (Facility), enter into
this Memorandum of Agreement (Agreement) allowing Facility to have secure access to the
Missouri State Public Health Laboratory (SPHL) OpenELIS Web Portal.

1. **DHSS agrees to:**

    a. Authorize access to the OpenELIS Web Portal to those members of Facility's staff
    who have completed the Automated Security Access Processing (ASAP) process to
    obtain access to the OpenELIS Web Portal or the Access Request Access Form, which
    is included as Attachment A to this Agreement and is incorporated as if fully set
    forth herein; and

    b. Provide Facility with access to the OpenELIS Web Portal data to the extent
    permitted by this Agreement and by applicable State and federal laws regarding the
    confidentiality of data available through the OpenELIS Web Portal.

2. **Facility agrees to:**

    a. Require each staff member who needs OpenELIS Web Portal access to complete the
    ASAP process or submit completed Access Forms to DHSS;

    b. Allow only those staff members who have been granted access by DHSS to access
    OpenELIS Web Portal data only for the limited purposes set forth in this Agreement;

    c. Not allow its staff members to conduct unrestricted browsing through OpenELIS
    Web Portal records;

    d. Provide DHSS with written releases/authorizations from the legal parent/guardian
    of each child whose OpenELIS Web Portal data Facility wants to access, if applicable;

    e. Notify the DHSS/SPHL Contact Person in writing:

        i. At least three (3) business days prior to an employee's resignation,
        retirement, or reassignment;

        ii. Immediately if Facility terminates a staff member's employment;

        iii. Immediately upon discovering any security breach of OpenELIS Web Portal
        data breach and/or upon discovering an actual or suspected unauthorized
        disclosure of any OpenELIS Web Portal information; and

iv. Immediately upon becoming aware of any security incident; for purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, modification, or destruction of information or interference with systems operations in the OpenELIS system;

f. Maintain confidentiality of OpenELIS Web Portal data as required by this Agreement and applicable State and federal law, including, but not limited to:

    i. § 192.067, RSMo (Communicable, Environmental, and Occupational Diseases);

    ii. § 191.656, RSMo (HIV test results);

    iii. § 701.328, RSMo (blood lead level data); and

    iv. The Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein.

g. Safeguard the secure data connection and the security, privacy and confidentiality of OpenELIS Web Portal data through administrative, physical, and/or technical methods, including, but not limited to:

    i. Preventing unauthorized access to any OpenELIS Web Portal data;

    ii. Training Facility's staff as to the confidentiality of OpenELIS Web Portal data and Facility's methods of safeguarding that data, prior to allowing staff members to access the OpenELIS Web Portal;

    iii. Requiring all staff members who have access to the OpenELIS Web Portal to maintain the confidentiality of OpenELIS Web Portal data;

    iv. Controlling access through passwords or other security measures to computer terminal(s) with access to OpenELIS Web Portal data and to data storage and production areas that contain OpenELIS Web Portal data; and

    v. Implementing other security measures determined to be necessary by DHSS to safeguard OpenELIS Web Portal data;

h. Provide documentation, upon request, to the DHSS Contact Person demonstrating all of the safeguards Facility put into place to protect OpenELIS Web Portal data;

i. Bear all costs and expenses necessary for Facility's staff to access the OpenELIS Web Portal, including computer hardware, software, telecommunications, services,

personnel, networks, audits, licenses, transportation, insurance, bonds, administration; or installation; and

j. Review the list of its staff who have access to the OpenELIS Web Portal at least once a year and as part of the Agreement renewal process, to ensure that only staff members who still need OpenELIS Web Portal access have access and that the access for all staff members who no longer need access has been revoked.

3. Contact Persons:

The parties designate the following individuals as the contacts for this Agreement. Both parties will update the contacts as necessary.

For DHSS/SPHL:
Shondra Johnson
State Public Health Laboratory
Department of Health and Senior Services
101 N. Chestnut Street, PO Box 570
Jefferson City, MO 65102-0570
Email: Shondra.Johnson@health.mo.gov
Phone: (573) 751-3334
Fax: (573) 526-2565

For Facility:
Mary M. Martin
Columbia/Boone County Public Health & Human Services
_____
1005 West Worley Street
Columbia, MO 65203   ,____ _____
Email: mary.martin@como.gov
Phone: (573) 874-7354
Fax: (573) 874-7758

DHSS Help Desk (for resetting passwords): 573-751-6288

4. Terms of Agreement:

a. The parties shall make changes to this Agreement only by executing a written amendment signed and approved by the parties.

b. This Agreement shall be effective starting on the date of the last signature and will expire on December 31, 2018. The parties may renew this Agreement for four (4) additional one (1) year terms.

c. Either party may terminate this Agreement by providing 60 days' prior written notice to the other party. DHSS may terminate the Agreement immediately if Facility or any of Facility's staff members with access to the OpenELIS Web Portal breach this Agreement.

d. In no event shall DHSS be liable for any damages, including but not limited to actual, direct, incidental, or consequential damages, arising out of or in any way connected with the Facility's access or use of the OpenELIS Web Portal System under this Agreement or otherwise. Nothing in this Agreement shall be construed as a waiver, express or implied, of the sovereign immunity of DHSS.

e. This Agreement shall be governed by and construed in accordance with the laws of

the state of Missouri. The venue for any action concerning this Agreement shall be in the Circuit Court of Cole County, Missouri.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year last written below.

CITY OF COLUMBIA, MISSOURI

By: _____
　　　Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
　　　Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
　　　Nancy Thompson, City Counselor

MISSOURI DEPARTMENT OF HEALTH & SENIOR SERVICES

By: _____
　　　Bret Fischer, Director: Division of
　　　Administration

Date: _____

ATTACHMENT A

OpenELIS Web Portal Access Request

Email to: <u>OpenElisWebportal@health.mo.gov</u>

Please complete this form to request addition or removal of an individual's access to DHSS/SPHL's OpenELIS Web Portal. DHSS/SPHL will only consider request forms in which all of the fields have been completed and which contain both the user's and the supervisor's signature. If the organization has multiple locations you will need to access results, please include additional facility addresses on form. If there is more than three locations please complete additional Attachment A.

<u>Please Print All Responses on this Form Except for the Signature Lines</u>

☐ Add Access to the OpenELIS Web Portal

☐ Remove Access to the OpenELIS Web Portal

Organization Name	
Last Name	
First Name	
Office Name/Unit	
Organization Mailing Address	
Organization 2nd Location Mailing Address (If applicable)	
Organization 3rd Location Mailing Address (If applicable)	
Office Telephone Number	
Office Fax Number	
Email Address	
Access Date	
Termination Date	
Supervisor's Name (Please Print)	
Supervisor's Phone Number:	

By signing this Access Request Form, I certify that I am eligible to be authorized as an approved user of the OpenELIS Web Portal. I also understand that Missouri law and the underlying agreement between my organization and DHSS/SPHL limit my use of OpenELIS Web Portal data only in the performance of my assigned duties. I will not make any inquires that are not required in the performance of my official duties. I further understand that state and federal law requires confidentiality of OpenELIS Web Portal information and provide penalties for unauthorized access, use and/or disclosure of information. I agree to keep confidential all information made available to me in the performance of my official duties. In addition, I agree not to divulge or share my passwords with anyone.

User Signature and Date _____

Supervisor Signature and Date _____