

**Memorandum of Agreement
Between
The Missouri Department of Health and Senior Services
and**

The Missouri Department of Health and Senior Services (DHSS), and _____ (Facility), enter into this Memorandum of Agreement (Agreement) allowing the Facility to have secure access to the Missouri State Public Health Laboratory (MSPHL) Web Portal consisting of the OpenELIS Web Portal and/or Lab Web Portal and/or Newborn Screening Web Portal.

1. DHSS agrees to:

- a. Authorize access to the Web Portal to those members of Facility's staff who have completed the MSPHL User Access Request Form to obtain access to the Web Portal(s) and the MSPHL Individual User Agreement Form, which is included as an Attachment A to this Agreement and is incorporated as if fully set forth herein; and
- b. Provide Facility with access to the 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 Web Portal.

2. Facility agrees to:

- a. Require each staff member who needs Web Portal access to complete the MSPHL User Access Request Form and submit a completed MSPHL Individual User Agreement Form to DHSS;
- b. Allow only those staff members who have been granted access by DHSS to access Web Portal data only for the limited purposes set forth in this Agreement;
- c. Not allow its staff members to conduct unrestricted browsing through Web Portal records;
- d. Notify the DHSS/MSPHL 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 Web Portal data and/or upon discovering an actual or suspected unauthorized disclosure of any 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 Web Portal system;
- e. Maintain confidentiality of Web Portal data as required by this Agreement and applicable State and Federal law, including, but not limited to:
 - i. § 191.317, RSMo (Newborn Screening results);
 - ii. § 192.067, RSMo (Communicable, Environmental, and Occupational Diseases);
 - iii. § 191.656, RSMo (HIV test results);
 - iv. § 701.328, RSMo (blood lead level data); and
 - v. 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.
- f. Safeguard the secure data connection and the security, privacy and confidentiality of Web Portal data through administrative, physical, and/or technical methods, including, but not limited to:
 - i. Preventing unauthorized access to any Web Portal data;
 - ii. Training Facility’s staff as to the confidentiality of Web Portal data and Facility’s methods of safeguarding that data, prior to allowing staff members to access the Web Portal;
 - iii. Requiring all staff members who have access to the Web Portal to maintain the confidentiality of Web Portal data;
 - iv. Controlling access through passwords or other security measures to computer terminal(s) with access to Web Portal data and to data storage and production areas that contain Web Portal data; and
 - v. Implementing other security measures determined to be necessary by DHSS to safeguard Web Portal data;
- g. Provide documentation, upon request, to the DHSS/MSPHL Contact Person demonstrating all of the safeguards Facility put into place to protect Web Portal data;

- h. Bear all costs and expenses necessary for Facility's staff to access the Web Portal, including computer hardware, software, telecommunications, services, personnel, networks, audits, insurance, bonds, administration; or installation; and
- i. Review the list of its staff who have access to the Web Portal at least once per year, and as part of the Agreement renewal process, ensure that only staff members who still need 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 via written notice (including email) to the other party.

For DHSS/MSPHL:

Dené Hall

Missouri State Public Health Laboratory

Department of Health and Senior Services

101 N. Chestnut, PO Box 570

Jefferson City, MO 65102-0570

Email: MSPHLInformatics@health.mo.gov

Phone: (573) 751-3334

Fax: (573) 751-5099

For Facility:

Email: _____

Phone: _____

Fax: _____

MSPHL Help Desk (for resetting NBS and LWP passwords): 573-522-9560

DHSS Help Desk (for resetting OpenELIS passwords): 1-800-347-0887

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 from the date of the last signature and shall remain in effect for twelve (12) months. The parties may renew this Agreement for four (4) additional one (1) year terms.
- c. Either party may terminate this Agreement by providing sixty (60) days' prior written notice to the other party. DHSS may terminate the Agreement immediately upon written notice if Facility or any of Facility's staff members with access to the 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 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.
- f. This Agreement supersedes all other agreements and representations, written or oral, on the subject matter hereof, including previous agreements or understandings relating to the subject matter hereof.
- g. This Agreement may be signed in one or more counterparts each of which shall be deemed an original all of which shall constitute one and the same document. Faxed signatures, or scanned and electronically submitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signature on this Agreement.

WHEREFORE, the parties hereto, acting by and through their duly authorized representatives, have executed this Agreement on the date(s) set forth below.

Division Director or Designee
Division of Administration
Missouri Department of Health & Senior Services

Date

Date

Attachment A (one must be submitted for each user):

Download Attachment A

Submit

Click to submit form or email to MSPHLInformatics@health.mo.gov