LOURDES A. LEON GUERRERO
MAGA'HÅGAN GUÅHAN
GOVERNOR OF GUAM

JOSHUA F. TENORIO
SEGUNDO MAGA'LÅHEN GUÅHAN
LT. GOVERNOR OF GUAM

PETERJOHN D. CAMACHO, MPH
ACTING DIRECTOR

TERRY G. AGUON
DEPUTY DIRECOR

Memorandum of Agreement between the
Guam Department of Public Health and Social Services
and

_____

(Facility Name)

The Guam Department of Public Health and Social Services (DPHSS), and

_____ (Facility),
enter into this Memorandum of Agreement allowing Facility to have secure access to the
Guam Public Health Laboratory (GPHL) OpenELIS Web Portal.

1. **DPHSS agrees to:**

   a. Authorize access to the OpenELIS Web Portal to those members of Facility's staff who have completed the Access Request 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 Territorial 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 submit completed Access Request Form to DPHSS;

   b. Allow only those staff members who have been granted access by DPHSS 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. Notify the DPHSS/GPHL 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;

v. Maintain confidentiality of OpenELIS Web Portal data as required by this Agreement and applicable Territorial and federal law, including, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein.

e. Safeguard the secure data connection and the security, privacy and confidentiality of OpenELIS Web Portal 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 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 DPHSS to safeguard OpenELIS Web Portal data;

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

g. 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

h. Review the list of its staff who have access to the OpenELIS Web Portal at least once 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 DPHSS/GPHL	For Facility:
Anne Marie Santos, H, MT (ASCP)	
Laboratory Administrator	
Guam Public Health Laboratory	
Department of Public Health & Social Services	
761 South Marine Corps Drive	
Tamuning, Guam 96913	
Email: annemarie.santos@dphss.guam.gov	Email:
Phone: (671) 300-9082	Phone: ( )
Fax: (671) 300-9098	Fax: ( )

DPHSS Help Desk (for resetting passwords): HelpDesk@otech.guam.gov

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 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 60 days' prior written notice to the other party. DPHSS 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 DPHSS 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 under this Agreement or otherwise. Nothing in this Agreement shall be construed as a waiver, express or implied, of the sovereign immunity of DPHSS.

   e. This Agreement shall be governed by and construed in accordance with the laws of the territory of Guam. The venue for any action concerning this Agreement shall be in the Superior Court of Guam.

   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.

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

5. **Signatories:**

Anne Marie G. Santos, H, MT (ASCP) Laboratory Administrator Guam Public Health Laboratory Department of Public Health & Social Service	Signature of Facility Director or Designee
	Print Name of Facility Director or Designee
Date	
	Facility Address
	Date

Attachment (Web Portal Access Request Form must be submitted for each user)

DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
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LOURDES A. LEON GUERRERO
MAGA'HÅGAN GUÅHAN
GOVERNOR OF GUAM

JOSHUA F. TENORIO
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LT. GOVERNOR OF GUAM

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TERRY G. AGUON
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Guam Public Health Laboratory
OpenELIS Web Portal Access Request Form

Submit form to Anne Marie Santos, or email to gphl@dphss.guam.gov

Please complete this form to request addition or removal of an individual's access to DPHSS/GPHL's OpenELIS Web Portal. DPHSS/GPHL 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 an additional request form.

Please Print All Responses on this Form Except for the Signature Lines

☐ Add Access to OpenELIS Web Portal   ☐ Remove Access to OpenELIS Web Portal

Organization Name	
Last Name	
First Name	
User Role	☐ Submit Orders Only ☐ Submit Orders and View Results
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 selected system(s). I also understand that Guam law and the underlying agreement between my organization and DPHSS/GPHL limit my use of selected system(s) 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 the selected system(s) 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 _____