



UTAH DEPARTMENT OF HEALTH MEMORANDUM OF AGREEMENT

PO Box 144003, Salt Lake City, Utah 84114
288 North 1460 West, Salt Lake City, Utah 84116

2106910
Department Log Number

1. MOA NAME: The name of this agreement is San Juan County - EpiTrax 2021
2. PARTIES TO MOA: This agreement is between Utah Department of Health and San Juan County.
3. GENERAL PURPOSE OF MOA: The general purpose of this agreement is to describe the roles and responsibilities of the Primary Agency and Performing Agency when accessing EpiTrax.
4. MOA PERIOD: The service period of this agreement is 07/01/2021 through 06/30/2026, unless terminated or extended by agreement in accordance with the terms and conditions of this agreement.
5. AGREEMENT INQUIRIES: Inquiries regarding this agreement shall be directed to the following individuals:

PERFORMING AGENCY

San Juan County
Mike Moulton
(435) 587-3838
mmoulton@sanjuancounty.org
735 S 200 W, Ste 2
Blanding, UT 84511

PRIMARY AGENCY

Disease Control and Prevention
Epidemiology
Rachelle Boulton
(801) 538-6185
rboulton@utah.gov

6. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT:

Attachment A: Special Provisions

7. This agreement, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.

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MOA between Utah Department of Health, Disease Control and Prevention and San Juan County, Log # 2106910

IN WITNESS WHEREOF, the parties enter into this agreement.

PERFORMING AGENCY

PRIMARY AGENCY

By: _____ Date _____
Kenneth Maryboy
County Commission Chair

By: _____ Date _____
Shari A. Watkins C.P.A.
Director, Fiscal Operations

Attachment A: Special Provisions
San Juan County - EpiTrax 2021
Effective Date: July 1, 2021

1. DEFINITIONS:

- 1.1 "EpiTrax" means the Electronic Disease Surveillance System, a web-based product used by state and Local Health Jurisdiction surveillance staff for disease surveillance, case management, and investigation activities.

The data traversing the State of Utah network supports Local Health Jurisdiction and UDOH disease surveillance activities in accordance with State and PRIMARY AGENCY policy for the protection and handling of this information between the PRIMARY AGENCY and PERFORMING AGENCY and is maintained by the PRIMARY AGENCY for this purpose.

EpiTrax is classified as restricted and requires safeguards to protect and ensure the security of the data.

Clinicians, Electronic Health Record systems, laboratories, hospitals, and other diagnostic systems are required, as reporters, to submit data to PRIMARY AGENCY either manually or electronically.

Data elements received electronically are routed to the appropriate jurisdiction by PRIMARY AGENCY through EpiTrax. Established interfaces provide secure connections between PRIMARY AGENCY and the electronic reporting systems. These interfaces use standards-approved secure protocols to ensure the data is transmitted and stored in accordance with state data security policies.

- 1.2 "Data" means information about individuals and facilities, whether identifiable and non-identifiable, accessible from EpiTrax. The EpiTrax data are classified as confidential in accordance with U.C.A. §§ 26-1-17.5; 26-6-27.
- 1.3 "Local authorized representative" means the employee, officer, partner, Subcontractor, or other agent designated by PERFORMING AGENCY to serve as single point of contact for the PRIMARY AGENCY regarding its responsibilities under Contract.

2. AUTHORIZING STATUTE:

The PERFORMING AGENCY is authorized to:

- 2.1 Investigate infectious and other diseases of public health importance under UCA § 26A-1-114(2)(b) reported under R386-702; R386-704; and held confidentially in EpiTrax in accordance with UCA § 26-6-27 et seq.
- 2.2 Use Vital Records accessed through EpiTrax for official purposes of public health as authorized under UCA § 26-2-22(3)(c).
- 2.3 Use immunization records accessed through EpiTrax for its official purposes under UCA § 26-3-7(2).

3. PAYMENTS:

- 3.1 No payment shall be made for services provided under the terms of this MOA.

4. SERVICES:

The PERFORMING AGENCY and PRIMARY AGENCY shall:

- 4.1 Ensure any access to or use of the system and/or data is limited to authorized individuals within its organization who need to access or use the data in the performance of agency duties under applicable statute.
- 4.2 Implement and maintain administrative, technical, and physical safeguards necessary to protect the integrity of EpiTrax system, confidentiality of data, and

to prevent unauthorized use or access. Such safeguards include, as appropriate and without limitation:

- A. Securing agency facilities, paper files, network, and computing equipment, including all mobile devices and other equipment with information storage capability used to access EpiTrax.
 - B. Encrypting identifiable data stored on any mobile media and devices and computers/servers that allow access to EpiTrax.
 - C. Implementing appropriate personnel security and integrity procedures and practices.
 - D. Providing appropriate privacy and information security training to agency employees.
 - E. Any other measures reasonably necessary to prevent unauthorized use or access.
 - F. Ensure that EpiTrax users comply with NCHHSTP Data Security and Confidentiality Guidelines (<https://www.cdc.gov/nchhstp/programintegration/data-security.htm>).
- 4.3 Use “least privilege” to assign user access and roles. This means to grant access to the least amount of information needed to perform a function.
- 4.4 Provide annual user training including; confidentiality and safeguarding of data, disclosure prohibitions, penalty for unauthorized access, penalty for disclosure, etc.
- 4.5 Access identifiable data to conduct disease related activities or agency duties under applicable statute, only.
- 4.6 Permit each other the right of a compliance review to ensure that the provisions of this MOA are upheld and will maintain a system sufficient to allow an audit of compliance. This review may include review of the facilities, systems, records, agreements, policies and procedures relating to the access or use of EpiTrax or disclosure of data from EpiTrax
5. The PERFORMING AGENCY shall:
- 5.1 Notify the PRIMARY AGENCY when a user no longer requires access to the system.
 - 5.2 Participate in regular user access and data security audits initiated by PRIMARY AGENCY.
 - 5.3 Designate an employee as the local authorized representative who acts as the point of contact for the PERFORMING AGENCY.
 - A. Provide the name and contact information of the employee no later than 10 days after the effective date of this agreement and when changes occur.
 - 5.4 Promptly report to the PRIMARY AGENCY any unauthorized access, use, disclosure, modification, or destruction of EpiTrax or associated data or any interference with system operations of which it becomes aware. PERFORMING AGENCY agrees to take reasonable steps to mitigate any effects of such incident and limit any further use or disclosure of data. Upon the PRIMARY AGENCY’s request, the PERFORMING AGENCY agrees to consult and cooperate with the

PRIMARY AGENCY regarding appropriate steps for remediation and any applicable reporting requirements.

- 5.5 Conduct a risk assessment that addresses administrative, technical, and physical risks, if reasonable and appropriate.
6. ADMINISTRATION:
The PRIMARY AGENCY agrees to:
 - 6.1 Create a user account with administrator privileges for the PERFORMING AGENCY's local authorized representative to manage end users that are employees of the PERFORMING AGENCY.
 - 6.2 Create user accounts for all users of EpiTrax provided by the local authorized representatives.
 - 6.3 Maintain EpiTrax, enhancements, patches, backups, etc.
 - 6.4 Ensure system availability for PERFORMING AGENCY users.
 - 6.5 Provide training on EpiTrax functionality upon request.
 - 6.6 Conduct regular user access and data security audits.
7. DATA OWNERSHIP:
 - 7.1 The PRIMARY AGENCY retains ownership rights to the data in EpiTrax for its own purposes. PERFORMING AGENCY obtains joint ownership interest in data furnished by the PERFORMING AGENCY's jurisdiction. Data in PERFORMING AGENCY's jurisdictional control is the sole responsibility of the PERFORMING AGENCY. The PRIMARY AGENCY makes no representation or warranty, either expressed or implied, with respect to the accuracy of any data disclosed to the PERFORMING AGENCY.
8. LIABILITY AND LIMITATIONS:
 - 8.1 The parties mutually agree that each party assumes liability for the negligent and wrongful acts committed by its own agents, officials, or employees. Neither party waives any rights or defenses otherwise available under governmental immunity laws.
9. TERMINATION:
 - 9.1 Either party may terminate this Agreement with cause. If the cause for termination is due to the default of a party, the non-defaulting party shall send a notice citing the default and give notice to the defaulting party of its intent to terminate. The defaulting party may cure the default within 15 days of the notice. If the default is not cured within the 15 days, the party giving notice may terminate this agreement 45 days from the date of the initial notice or at a later date specified in the notice.
 - 9.2 The PRIMARY AGENCY may terminate this agreement without cause, in advance of the specified termination date, upon 30 days written notice.
10. MISCELLANEOUS PROVISIONS:
 - 10.1 Neither party may enlarge, modify, or reduce the terms, or scope of work in this Agreement, except by written amendment.
 - 10.2 This Agreement, its attachments, and all documents incorporated by reference constitute the entire Agreement between the parties and supersede all prior negotiations, representations, or agreements, either written or oral between the parties relating to the subject matter of this Agreement.
 - 10.3 Notice shall be in writing, directed to the contact person on page one of this MOA and delivered to the other party's most currently known address. The notice shall be effective when placed in the U.S. mail or hand-delivered.
 - 10.4 PERFORMING AGENCY acts as an independent entity from the PRIMARY AGENCY in performance of this MOA.