

Introduced by \_\_\_\_\_ Council Bill No. R 246-13

**A RESOLUTION**

authorizing a letter of agreement with MoHepC Alliance relating to privacy requirements and restrictions pursuant to the Health Insurance Portability and Accountability Act (HIPAA).

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a letter of agreement with MoHepC Alliance relating to privacy requirements and restrictions pursuant to the Health Insurance Portability and Accountability Act (HIPAA). The form and content of the letter of agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

# MoHepC Alliance

## Are you Positive?

Missouri Hepatitis C Alliance  
573-442-6599 866-434-1975

601 Bus Loop 70 W, Suite 134-K  
Fax 573-442-6736

Columbia, Mo 65203  
[www.mohepc.org](http://www.mohepc.org)

Dear Testing Site Partner: City of Columbia/Boone County Health Department

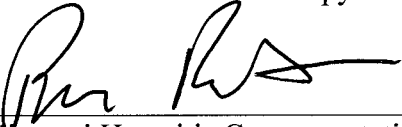
As you may be aware, your agency and ours are considered business partners as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The law requires that both our agencies comply with the privacy requirements and restrictions of HIPAA. To achieve compliance with the HIPAA privacy regulations, we, as a covered entity, are required to obtain adequate assurances that our business partners will take appropriate measures to safeguard protected patient health information as well as private financial information.

The action of signing and returning this letter provides documentation that both agencies agree to follow the HIPAA privacy law and guidelines. That any information disclosed to either of us will be held in the strictest confidence. Information will only be disclosed or used as required to provide necessary services as designated by our agreement to provide necessary services as designated by our agreement to provide products or services.

As business partners, appropriate procedural safeguards will be taken by all to limit disclosures. It will require that all our business partners, agents, and sub-contractors agree to observe the terms of this agreement as it relates to any protected privacy information they may acquire or generate.

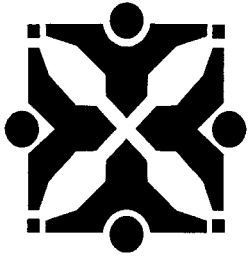
It is agreed, that in the event that either of us obtain information that the other has materially breached the terms of this agreement, we may provide an opportunity to cure the breach or immediately terminate if a cure is not timely or feasible. If neither termination nor cure is possible, we will report the violation to the appropriate authorities.

Your signature and return of one copy of this agreement will initiate an original agreement between us. This agreement will be effective November 1, 2013 through November 1, 2014. Please retain the second copy for your records.

	Executive Director	11/19/2013
Missouri Hepatitis C representative	Title	Date

_____	_____	_____
Agreeing partner representative	Title	Date

To create awareness, provide education, detection and prevention of Hepatitis C, the leading cause of liver cancer.



Source: Health  
*S. Browning*  
To: City Council  
From: City Manager and Staff

Agenda Item No:

**Council Meeting Date:** Dec 2, 2013

**Re:** MoHepC Alliance  
Business Associate Agreement *[Signature]*

**EXECUTIVE SUMMARY:**

A resolution authorizing the City Manager to sign the Business Associate Agreement between The City of Columbia and MoHepC Alliance.

**DISCUSSION:**

This agreement allows the Department of Public Health and Human Services and MoHepC Alliance to have a written understanding of privacy requirements and restrictions as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This Act outlines appropriate measures to safeguard protected patient health information.

**FISCAL IMPACT:**

There is no funding associated with this agreement.

**VISION IMPACT:**

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

11.3 Goal: Columbia will be a healthy community. All residents will have timely access to appropriate health care. Effective prevention initiatives will contribute to a healthy community.

**SUGGESTED COUNCIL ACTIONS:**

Should the Council agree with staff recommendations, an affirmative vote is in order.

<b>FISCAL and VISION NOTES:</b>					
<b>City Fiscal Impact</b> Enter all that apply		<b>Program Impact</b>		<b>Mandates</b>	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$0.00	Duplicates/Epands an existing program?	No	<b>Vision Implementation impact</b>	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		<b>Resources Required</b>		Vision Impact?	Yes
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	11.3
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	