

**MEMORANDUM OF UNDERSTANDING BETWEEN
MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
AND
THE CITY OF COLUMBIA, MISSOURI**

The Missouri Department of Health and Senior Services (DHSS) (hereinafter referred to as Department) and the **City of Columbia, Missouri on behalf of the Columbia-Boone County Department** (LPHA) (hereinafter referred to as local health agency) enter into this Memorandum of Understanding (MOU) to facilitate access to the Missouri state data center which houses birth and death data needed for the local health agency to issue birth and death certificates; provide a means for the local health agency to access the technology resources necessary to provide services to the citizens of Missouri; and provide information technology support and technical assistance to the local health agency.

This MOU shall be effective for the period of September 1, 2023 through August 31, 2024 unless terminated as specified below.

I. The Department agrees to the following:

1. Provide access to Department applications.
2. In partnership with Office of Administration, Information Technology Services Division (ITSD), provide help desk services, telephone and on-site technical assistance to assure Internet access to Department web applications and access to the state data center mainframe.
 - a. LPHA works with their Internet Service Provider (ISP) if the LPHA owns the internet service
 - b. LPHA works with ITSD if ITSD owns the internet service
 - c. ITSD Client Engagement Services (CES) & ITSD-DHSS App Dev provides help desk support and remote support for Mainframe TN3270 Software, connectivity, and printer guidance
 - d. ITSD-OCS (Office of Cyber Security) provides remote support for the secure tunnel between the state and the LPHA for Vital Records (birth & death certificates)
 - e. ITSD CES will go onsite when requested by ITSD-OCS (for ITSD owned tunnel equipment issues -if the LPHA owns their tunnel equipment then the local LPHA-ITSD supports the equipment)
3. Invoice the local health agency on a monthly basis based on mainframe transactions related to issuance of birth and death certificates by the agency.
4. Maintain the Missouri Public Health Information Management System (MOPHIMS) and provide partner-level access for LPHA staff.

II. The local health agency agrees to the following:

1. Maintain a secure Internet connection by ensuring the State of Missouri, DHSS provided firewall (if applicable) is plugged into the communication system between the Digital Subscriber Line (DSL) Modem and the local area network. Firewall is defined as a part of a computer system or network which is designed to block unauthorized access while permitting outward communication. The following are examples of secure internet connections: Internet service to the d-mark of the building - DSL Modem – Firewall - Ethernet switches - Computers - Servers and Network printers that are connected to a Ethernet switch(es).
2. Adhere to the Uniform Vital Statistics Law, Sections 193.005 - 193.325, RSMo, and rules, regulations, and guidelines adopted to implement the Uniform Vital Statistics Law or as otherwise instructed in writing by the Missouri State Registrar.
3. The local and deputy registrars shall not permit anyone to disclose information contained in vital records or to copy or issue a copy of all or part of any vital record except as authorized in Sections 193.005 - 193.325, RSMo, and 19 CSR 10-10.090. The Local Registrar shall require identification of the applicant or a notarized statement for mailed applications prior to issuing certified copies of vital records.
4. The vital records database used to issue computer certifications of birth and death records is restricted to approved users and only for the use of searching for a vital record following the submission of a search fee as outlined in 193.265, RSMo to a qualified applicant as outlined in 193.255, RSMo. Access to the vital record system will be requested by completion of local registrar and deputy registrar forms and Automated Security Access Program (ASAP) procedures through the Bureau of Vital Records. A User ID and temporary password will be issued for the employee upon approval. The user will be required to change the temporary password. User IDs and passwords must be kept confidential and not divulged to any other individual or party. The local health agency shall notify the Department promptly if an approved user's access should be terminated for any reason.
5. For security purposes, users must not leave their computer unattended without first logging out, locking the workstation, or using a screen saver that requires a password to access the computer operating system.
6. The local and/or deputy registrar will utilize the State Public Health Laboratory Courier service or mail all death certificates presented for local registration to the Bureau of Vital Records, P.O. Box 570, Jefferson City, MO 65102 within one (1) business day of receipt.
7. Provide work space for local registrar staff in the local health agency facility in which vital records equipment and documents, such as certificates, certificate paper, seals, embossing and other equipment, can be secured in a locked room with access by authorized personnel only. Work space should be limited to authorized employees and not be accessible to unauthorized employees or non-employees.

8. Perform the duties and meet the minimum standards prescribed in any state held contract relating to the issuance of vital records in which an LPHA has requested usage of state contract services. Approval or termination of vital records contract services shall be authorized by the State Registrar.
9. On at least an annual basis, provide time and availability to the local registrar and/or deputy registrar for routine onsite visits and/or other various training interactions to be conducted by vital records staff.
10. Pay for all transactions related to issuance of birth and death certificates at the rate of \$0.242 cents per transaction. A transaction occurs each time the "CTRL" and/or a "Function F" key is depressed by the individual in the vital records database.
11. Submit payment within forty-five (45) days of receipt of each monthly invoice to the following address:

Missouri Department of Health and Senior Services
Division of Administration
Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, MO 65102-0570
12. Understand and acknowledge that non-payment of monthly invoices over sixty (60) days from the invoice date or non-compliance with any of the provisions listed herein, shall be considered a breach of the MOU and access to the state data center mainframe computer and Department applications may be withdrawn 10 working days from notice from the Department.
13. Use information obtained from partner-level access in **MOPHIMS** for health assessment, planning activities, and program implementation.
14. Maintain confidentiality of all information by limiting access to those having an official need in order to perform their duties.
15. The local health agency at a minimum of twice per calendar year during the effective dates of this MOU, agrees to verify which of its employees are still employed and still require access to the Department's TN3270 Mainframe (PROD). The local health agency shall perform verification and updates with the TN3270 Mainframe (PROD) Program Security Officer at Division of Community and Public Health, Bureau of Vital Records.
16. The local health agency at a minimum of twice per calendar year during the effective dates of this MOU, agrees to verify which of its employees are still employed and still require access to the Department's Missouri Public Health Information Management System (MOPHIMS). The Contractor shall perform verification and updates with the MOPHIMS Partner Level Program Security Officer at Division of Community and Public Health, Bureau of Health Care Analysis and Data Dissemination.

AMENDMENT

Any change shall be accomplished by a formal signed amendment prior to the effective date of such change.

TERMINATION

This MOU may be terminated by either party with written notice a minimum of thirty (30) days' prior to the effective date of the termination.

ELECTRONIC SIGNATURE

This agreement may be signed in one or more counterparts each of which shall be deemed an original, but all of which together 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.

Signature of Local Health Agency Date
Authorized Official

SKB

Marcia Mahaney, Director Date
Division of Administration

De'Carlton Seewood, City Manager

Printed Name of Local Health Agency Official

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/rw

CERTIFICATION: I, hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, Account number 11003010-504990, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor in an amount not to exceed \$ 14,400.

By: _____
Matthew Lue, Finance Director