



MEMORANDUM OF UNDERSTANDING
Between
The Missouri Department of Corrections
2729 Plaza Drive
Jefferson City, MO 65102
And
The City of Columbia on Behalf of the
Columbia-Boone County Department of Public Health and Human Services

I. Purpose

The purpose of this Memorandum of Understanding ("Agreement") is to establish the terms between the State of Missouri Department of Corrections ("the Department") and the City of Columbia on behalf of the Columbia-Boone County Department of Public Health and Human Services ("Contractor") for administering and reading tuberculosis skin tests ("TST") for determination of known tuberculin reactors status during baseline and/or new hire evaluation to Department Employees, Volunteers in Corrections and interns, hereinafter collectively or singularly referred to solely for purposes of this agreement as "Employees" or "Employee".

II. Contract Period

- A. This Agreement is effective upon July 1, 2023 through June 30, 2024. Upon mutual agreement of both parties, this agreement may be renewed for two (2) additional one-year periods or any portion thereof.
- B. The Agreement may be amended and/or extended by written agreement signed by all parties.
- C. This Agreement supersedes any previous Agreement in place for like services.

III. Provision of Services

This Agreement provides for the administration and reading of TST and/or determination of known tuberculin reactor status during baseline and/or new hire evaluation as may be requested by the Department to approved Employees.

IV. Organizational Responsibilities

- A. **The Department and the Contractor agree that the following activities are the responsibility of the Department:**
 1. The Department shall work with the Contractor to schedule Employees for TST/evaluations to be administered at the Columbia-Boone County Department of Public Health and Human Services.
 2. The Department agrees to pay the Contractor a firm, fixed price for each TST/evaluation as indicated herein:
 - TST administration and reading \$20.00 per test

B. The Department and the Contractor agree that the following activities are the responsibility of the Contractor:

1. The Contractor agrees to require Employees to present documentation of the Department's approval to receive specified services at the Contractor's site at the Department's expense prior to rendering services and billing the Department for any services provided pursuant to this Agreement.
2. The Contractor agrees that services rendered to Employees at the local public health department without documentation of approval are at the expense of the Employees.
3. The Contractor shall provide written reports (stated in millimeters of induration) within three (3) days of administering the TST utilizing the Department's approval form.
4. The Contractor agrees to follow section 199.350 RSMo; 19 CSR 20-20.100, Tuberculosis Testing for Residents and Workers in Long-Term Care and Correctional Centers; MO Department of Health Rules and Regulations; Centers for Disease Control and Prevention (CDC) guidelines and Department procedures for testing, vaccination, and documentation.
5. The Contractor agrees that the two-step TST shall be given as a four (4) appointment process: 1) give first TST at first appointment; 2) the second appointment must occur within 48 to 72 hours of the first TST; at this appointment, assess the results of TST #1; if first TST is read as positive per the CDC Core Curriculum, then further evaluation per the CDC Core Curriculum is necessary; 3) if TST #1 is determined to be negative per the CDC Core Curriculum, give TST #2 one to three weeks from the result date of TST #1; and 4) assess results of TST #2 in 48 to 72 hours. If TST is negative, no further action is necessary. If TST is positive, then further evaluation per the CDC Core Curriculum is necessary (CDC Core Curriculum on Tuberculosis: What the Clinician Should Know, Sixth Edition 2013, pages 52-54).
 - a. For Employees and Volunteers that have a documented negative TST administered with the previous twelve (12) months of employment, it is only necessary to give the first TST and assess the results in 48 to 72 hours. If there is no written documentation, or if the TST was given greater than twelve (12) months prior to beginning employment, then the entire two-step TST process must be followed as described above (CDC MMWR, Guidelines for the Prevention of Mycobacterium Tuberculosis in Healthcare Settings, 2005, page 29, Box 1 Indications for two-step tuberculin skin tests).
6. The Contractor agrees to notify the Employee and, with the Employee's consent, their worksite coordinator when the test is deemed reactive, to educate the Employee on what TST infection means, and to inform the Employee that a physician referral is necessary. The Contractor shall advise the Employee to contact the Department worksite coordinator for a physician referral unless the Contractor has follow-up services available. The Contractor agrees to call the worksite Chief Administrative Officer if the Employee displays symptoms and is suspected of possible active TST, provided the Employee has consented to the release of provided health information or if contractor is required by law to release the information.
7. The Contractor should utilize the Sanofi PPD.
8. The Contractor agrees to provide TST to all Employees referred to the contractor.
9. The contractor shall provide a monthly invoice listing all tested employees' names, work sites, and dates of TST administration. The invoice must be accompanied by a separate report providing each employees' name, work site, dates of TST administration and reading, and reactor evaluation, provided the employees have consented to the release of their protected health information.

10. Services will be used on an as needed, if needed basis, with no guarantee as to the amount of services that will be required.
11. The Department and the Contractor agree that the prices listed in Section IV.A.2 of this Agreement may be changed (increased or decreased) by amendment if the cost of the service is changed to the public for similar services. Any price increase/decrease shall be in the form of written amendment requiring the signature of both parties. At no time will the price to the Department exceed the price the Contractor charges the public for similar services.
12. The Contractor shall provide the invoice to:

Missouri Department of Corrections
Employee Health and Safety Coordinator
P.O. Box 236
Jefferson City, Missouri 65102

V. Confidentiality

The privacy and confidentiality of Employee TST and/or vaccination records will be maintained in accordance with the requirements of all applicable state and federal laws.

VI. Additional Clauses

No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

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 transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

VII. Signatures

Susan Pulliam, Director
Division of Human Services
Missouri Department of Corrections

Date

SKB

De'Carlon Seewood, City Manager

Date

Attest:

Sheela Amin, City Clerk

Date

Approved as to Form:

City Counselor

Date