

Bill No. 5189

Ordinance No. \_\_\_\_\_

Requested by: Sara Evers

Sponsored by: Terry Hollander

AN ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE OR HIS DESIGNEE TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN ST. CHARLES COUNTY AND THE MISSOURI DEPARTMENT OF CORRECTIONS FOR THE ADMINISTRATION AND READING OF TUBERCULOSIS SKIN TESTS (“TST”) AND FOR THE ADMINISTRATION OF SPECIFIED VACCINATIONS TO DEPARTMENT EMPLOYEES, VOLUNTEERS AND INTERNS

WHEREAS, the Missouri Department of Corrections (the “Department”) is in need of a contractor to perform certain vaccinations and testing services for the Department’s employees, volunteers and interns; and

WHEREAS, the St. Charles County Council authorized execution of an agreement providing for such services by the County Department of Public Health (the “County”) through Ordinances 07-091, 09-040, 13-039, 15-010 and 20-044; and

WHEREAS, due to the pending conclusion of the term of the current MOU and changes in the price and fees structure for vaccines, a new Memorandum of Understanding is now necessary between St. Charles County and the Missouri Department of Corrections for Vaccination and Testing of the Department’s employees, volunteers and interns; and

WHEREAS, the Memorandum of Understanding may be amended and/or extended by written agreement signed by all parties; and

WHEREAS, the Memorandum of Understanding attached hereto supersedes any previous Agreement in place for like services; and

WHEREAS, Section 70.220 RSMo. authorizes an intergovernmental agreement between political subdivisions for the purposes herein set out.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The County Executive or his designee is hereby authorized to execute the Memorandum of Understanding Between the Missouri Department of Corrections and St. Charles County for vaccination and testing of the employees, volunteers, and interns' of the Missouri Department of Corrections.

Section 2. The Memorandum of Understanding shall be substantially in the same form and content as **EXHIBIT A** attached hereto and incorporated herein.

Section 3. Compliance with the terms of the Memorandum of Understanding shall be the responsibility of the St. Charles County Department of Public Health.

Section 4. The County Executive or his designee is hereby further authorized to execute additional amendments and/or

renewal of the above-mentioned memorandum of understanding, the form and content of which shall be approved by the County Counselor.

Section 5. This ordinance shall be in full force and effect from and after the date of its passage and approval and such contract shall be valid upon its execution by the authorized official of each governmental entity entering into such agreement as required by Chapter 70 of the Revised Statutes of the State of Missouri.

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DATE PASSED

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DATE APPROVED BY COUNTY EXECUTIVE

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CHAIR OF THE COUNCIL

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COUNTY EXECUTIVE

ATTEST:

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COUNTY REGISTRAR



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**The Missouri Department of Corrections**  
**2729 Plaza Drive**  
**Jefferson City, MO 65102**  
**And**  
**St. Charles County Dept. of Public Health**

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**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 St. Charles County Dept. of Public Health (“Contractor”) for administering and reading tuberculosis skin tests (“TST”) for determination of known tuberculin reactors status during baseline and/or new hire evaluation and for administering specified vaccinations 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 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 of Hepatitis A and Hepatitis B vaccines as well as the administering 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 and vaccinations to be administered at the St. Charles County Dept. of Public Health.
2. The Department agrees to pay the Contractor a firm, fixed price for each TST/evaluation and vaccination as indicated herein:
  - TST administration and reading \$20.00 per test
  - Hepatitis A \$78.00 per dose
  - Hepatitis B \$68.00 per dose
  - Twinrix Vaccine \$118.00 per dose
  - Vaccine Administration \$10.00 per vaccine

**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 their worksite coordinator when the test is deemed reactive, educate the Employee on what TST infection means, and 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.
7. The Contractor should utilize the Sanofi PPD.
8. At the time of vaccination, the Contractor shall provide to the Employee written documentation of vaccine administration on a Department approved vaccination record.
9. The Contractor agrees to provide TST to all Employees referred to the contractor.
10. 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.

- 11. Services will be used on an as needed, if needed basis, with no guarantee as to the amount of services that will be required.
- 12. 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 vaccination 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.
- 13. 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 vaccination records will be maintained in accordance with the requirements of all applicable state and federal laws.

**VI. Signatures**

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

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Date

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 Steve Ehlmann, County Executive  
 St. Charles County Dept. of Public Health

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Date