

## MEMORANDUM OF AGREEMENT CONCERNING VITAL RECORDS AND STATISTICS

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made by and between the Routt County Clerk and Recorder and the Routt County Board of County Commissioners (the “Board”), acting as the Routt County Public Health Agency, for the purpose of designating the Clerk as the registrar of vital statistics for Routt County.

### Recitals

- A. Senate Bill 08-194, known as the Public Health Reauthorization Act, was passed in 2008 by the Colorado General Assembly and signed into law by the Governor of the State of Colorado; and
- B. Pursuant to C.R.S. § 25-1-506(3)(b)(XII), the County Public Health Agency has the duty to collect, compile, and tabulate reports of marriages, dissolutions of marriage, and declarations of invalidity of marriage, births, deaths, and morbidity, and to require any person having information with regard to the same to make such reports and submit such information as is required by law or the rules of the State Board of Health; and
- C. Pursuant to C.R.S. § 25-1-509(2)(d), the Public Health Director is to act as the local registrar of vital statistics or contract out the responsibility of registrar in the area over which the agency has jurisdiction; and
- D. The Public Health Agency desires to utilize the expertise and experience of the Routt County Clerk and Recorder in collecting and managing records to perform vital records duties.

NOW, THEREFORE, in exchange for the consideration described herein, which both parties acknowledge is sufficient, it is hereby understood and agreed as follows:

- 1. The Public Health Agency, through its Director, hereby contracts with the Clerk to perform all functions and duties associated with the collection, compilation, and tabulation of reports of marriages, deaths and other vital statistics as specified in C.R.S. § 25-1-506 (3) (b) (XII), as may be amended from time to time.
- 2. The Clerk and Recorder is willing to serve as the Registrar of Vital Statistics and to provide the Public Health Director with the necessary information to timely complete reporting requirements to the Office of the State Registrar of Vital Statistics;
- 3. The Clerk and Recorder’s functions and duties shall include, but not be limited to the following:
  - a. Issuing certified copies of birth certificates, in accordance with the relevant provisions of state statutes, rules promulgated by the Colorado Department of Public Health and Environment (“CDPHE”), or policies issued by the Office of the State Registrar of Vital Statistics;
  - b. Issuing death certificates and burial permits for Routt County, in accordance with the relevant provisions of the state statutes, rules, or policies issued by the Office of the State Registrar of Vital Statistics;

- c. Issuing marriage licenses;
  - d. Collecting, compiling, tabulating, and reporting births, deaths, and other vital statistics to the CDPHE in accordance with state statutes, rules, or policies issued by the Office of the State Registrar of Vital Statistics
  - e. Complying with any audits performed by the CDPHE in regard to the functions and duties described herein;
  - f. Providing for and maintaining the privacy and security of personal information obtained as a result of the performance of the functions and duties described herein, and doing so in accordance with relevant provisions of state statutes, rules, or policies issued by the Office of the State Registrar of Vital Statistics;
  - g. Signing a confidentiality agreement prepared by the Office of the State Registrar of Vital Statistics;
  - h. Participating in mandatory meetings and/or training programs offered by the CDPHE related to the functions and duties described herein;
  - i. Preventing abuse of vital records and data and maintain confidentiality;
  - j. Complying with federal, state, and local laws.
4. The Clerk and Recorder shall submit on an annual basis a report to the Public Health Agency on the number of vital records issued and the fees collected and retained as a result.
  5. This MOA is not assignable without the express written agreement of Public Health Agency.
  6. This MOA may be terminated for cause or convenience upon ninety days written notice to all parties hereto.
  7. This MOA evidences the entire agreement of the parties and any changes hereto shall be in writing.

Effective this \_\_\_ day of \_\_\_\_\_, 2019

Clerk and Recorder

Board of County Commissioners

\_\_\_\_\_  
Kim Bonner

\_\_\_\_\_  
M. Elizabeth Melton, Chair