

Introduced by _____ Council Bill No. R 155-13

A RESOLUTION

authorizing a memorandum of understanding with the Missouri Department of Health and Senior Services for the purchase, installation and use of Missouri Statewide Wireless Interoperable Network (MOSWIN) capable radio equipment by the Department of Public Health and Human Services.

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 memorandum of understanding with the Missouri Department of Health and Senior Services for the purchase, installation and use of Missouri Statewide Wireless Interoperable Network (MOSWIN) capable radio equipment by the Department of Public Health and Human Services. The form and content of the memorandum of understanding shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

ADOPTED this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

MEMORANDUM OF UNDERSTANDING (MOU)

1. Purpose

- 1.1 This MOU is entered into between the Missouri Department of Health and Senior Services, hereafter referred to as “DHSS” and the City of Columbia, Missouri, on behalf of its Columbia/Boone County Department of Public Health and Human Services, hereafter referred to as “LPHA,” collectively, the “Parties.”
- 1.2 This MOU sets forth the terms and conditions for the purchase, installation, and use of Missouri Statewide Wireless Interoperable Network (MOSWIN) capable radio equipment, hereafter referred to as “equipment,” at LPHA.
- 1.3 This MOU provides the means of redundant communication for situational awareness, disaster command and control, and assisting local emergency operations center response actions.

2. Term of Agreement/Modifications

- 2.1 This MOU shall be effective upon signature of the Parties.
- 2.2 The Parties agree that they will review this MOU every five (5) years. After the five (5) year review, if the Parties decide to renew the MOU, they will complete and sign a written renewal; conversely, if the Parties determine that the MOU is no longer necessary, then no action is necessary.
- 2.3 The Parties agree that any change to the MOU must be made by formal, written agreement approved and signed by both Parties.
- 2.4 LPHA may terminate this MOU by giving written notice at least sixty (60) calendar days prior to the effective date of such termination. DHSS reserves the right to terminate this MOU, in whole or in part, at any time, without penalty or recourse, by giving written notice to LPHA at least thirty (30) calendar days prior to the effective date of such termination.
- 2.5 Upon termination of the MOU, DHSS will provide LPHA with disposition instructions for the equipment.

3. Federal Funds Requirements

- 3.1 The equipment purchased by DHSS under this MOU is wholly funded by federal funds from the Public Health Emergency Preparedness grant. Therefore, the Office of Management and Budget (OMB) Uniform Administrative Requirements for State/Local Governments (A-102) applies to this MOU.
- 3.2 Upon installation, title of the equipment transfers from DHSS to LPHA.

- 3.3 DHSS will maintain equipment records that include a description of the equipment, a serial number or other identification number, the source of equipment, who holds title, the acquisition date, the cost of the equipment, percentage of federal participation in the cost of the equipment, the location, use and condition of the equipment, and any ultimate disposition data including the date of disposal and sale price of the equipment.
- 3.4 LPHA must conduct, at least annually, a physical inventory of the equipment and provide the report to DHSS. DHSS will reconcile the report to the equipment records.
- 3.5 LPHA will have a control system in place to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. DHSS will investigate any loss, damage, or theft.
- 3.6 LPHA must have maintenance procedures to keep the equipment in good working condition.
- 3.7 LPHA is responsible for all maintenance and repair costs of the equipment.

4. Additional Responsibilities of the Parties

- 4.1 DHSS agrees to:
 - 4.1.1 Provide LPHA with MOSWIN capable radio and ancillary equipment.
 - 4.1.2 Maintain a MOSWIN capable control station radio that will monitor a specified DHSS talk group during the hours DHSS' Emergency Response Center (ERC) is staffed.
 - 4.1.3 Conduct quarterly radio contact drills for each LPHA in the nine Highway Patrol regions in Missouri.
 - 4.1.4 Conduct quarterly equipment drills with LPHAs to verify the regional location and serviceability of the equipment.
- 4.2 The LPHA agrees to:
 - 4.2.1 Provide a secure and operable location for the provided radio equipment that is readily accessible to LPHA personnel.
 - 4.2.2 Participate in quarterly MOSWIN capable radio regional communication drills/exercises.
 - 4.2.3 Allow access to radio equipment to DHSS employees and representatives for temporary emergency communications needs, if requested.
 - 4.2.4 Protect Health Insurance Portability and Accountability Act (HIPAA) related and confidential information by not transmitting it over MOSWIN DHSS, other network talk groups, and frequencies, which are available to a number of groups and agencies.

LPHA understands that it is responsible for any breach of confidential information occurring as a result of the action or omission by LPHA or its personnel.

4.2.5 Complete the required annual physical inventory.

5. Control Station Contact

5.1 DHSS-ERC
ERC Manager
912 Wildwood Dr
Jefferson City, MO 65109
800-392-0272 ext. 1
DRMS@health.mo.gov

Bret Fischer Date
Director, Division of Administration
Department of Health and Senior Services

CITY OF COLUMBIA, MISSOURI

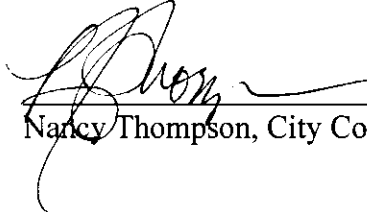
By: _____
Mike Matthes, City Manager

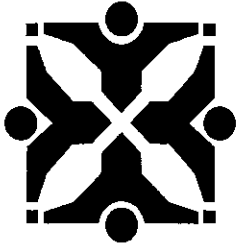
Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By:  _____
Nancy Thompson, City Counselor



Source: Health

Agenda Item No:

To: City Council

From: City Manager and Staff

Council Meeting Date: August 19, 2013

Re:

Missouri Department of Health & Senior Services
Missouri Statewide Wireless Interoperable Network (MOSWIN) Memorandum of Understanding

EXECUTIVE SUMMARY:

A resolution authorizing the City Manager to sign a Memorandum of Understanding between the Missouri Department of Health & Senior Services (DHSS) and the City of Columbia for MOSWIN capable radio equipment.

DISCUSSION:

Through this MOU, DHSS will provide the Columbia/Boone County Department of Public Health and Human Services with Missouri Statewide Wireless Interoperable Network (MOSWIN) capable radio equipment. This equipment will allow redundant communication for situational awareness, disaster command and control, and assisting our local emergency operations center response actions.

FISCAL IMPACT:

There is no funding related to this MOU.

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.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
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	Vision Implementation impact	
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:		Resources Required		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 #	