

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B 213-15

Department Source: Public Health & Human Services

To: City Council

From: City Manager & Staff

Council Meeting Date: July 20, 2015

Re: Show-Me Response Memorandum of Understanding
Missouri Department of Health and Senior Services

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, MOU

Supporting documentation includes: None

Executive Summary

An ordinance authorizing the City Manager to sign the Show-Me Response Memorandum of Understanding between the Missouri Department of Health and Senior Services and the City of Columbia. This agreement begins upon signature and ends May 31, 2018.

Discussion

This Memorandum of Understanding establishes a partnership between the Missouri Department of Health and Senior Services and the City of Columbia in support of the Columbia/Boone County Medical Reserve Corps. The focus of this agreement is to develop and maintain a registry of volunteer health professionals and other volunteers who can be activated to assist with federal, state, and/or local emergency response activities.

Fiscal Impact

Short-Term Impact: None

Long-Term Impact: None

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Health, Social Services and Affordable Housing

Strategic Plan Impact: Health, Safety and Wellbeing

Comprehensive Plan Impact: Not Applicable

Suggested Council Action

Should the Council agree with staff recommendations, an affirmative vote is in order.

Legislative History

A similar MOU has been in place since 2012.

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Stephanie Browning
Department Approved

Mike Melott
City Manager Approved

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 213-15

AN ORDINANCE

authorizing a Memorandum of Understanding with the Missouri Department of Health and Senior Services for the development and maintenance of a registry of volunteer health professionals as it relates to the Medical Reserve Corps; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED 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 development and maintenance of a registry of volunteer health professionals as it relates to the Medical Reserve Corps. The form and content of the memorandum of understanding shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2015.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

MEMORANDUM OF UNDERSTANDING SHOW-ME RESPONSE

This Memorandum of Understanding (MOU) is between the Missouri Department of Health and Senior Services (DHSS) and the ^{*}Columbia/Boone County Medical Reserve Corps, 1005 W. Worley St., Columbia, MO 65203.

**City of Columbia, Missouri on behalf of its*

This MOU represents a mutual understanding and establishes a partnership between DHSS and the Columbia/Boone County Medical Reserve Corps in developing a plan for and maintaining a registry of volunteer health professionals and other volunteers who can be activated to assist with federal, state, and/or local emergency response activities.

General Responsibilities of Both Parties

DHSS and the Columbia/Boone County Medical Reserve Corps will collaborate in the planning and acceptance of volunteers into a state sponsored registry known as Show-Me Response.

Columbia/Boone County Medical Reserve Corps, which is housed in the Columbia/Boone County Department of Public Health and Human Services, will be an organization within Show-Me Response. DHSS will assign the Columbia/Boone County Medical Reserve Corps a minimum of two organization coordinator accounts that will have 24/7 access to Show-Me Response. Each organization coordinator account is tied to a specific username and password to track all changes to records in Show-Me Response and to ensure accountability.

DHSS will not conduct routine criminal background checks on Show-Me Response volunteers. Should Columbia/Boone County Medical Reserve Corps desire criminal background checks of their affiliated volunteers, Columbia/Boone County Medical Reserve Corps agrees to conduct the criminal background check at their cost.

Specific Roles and Responsibilities of Each Party

DHSS agrees to:

- ✓ Maintain a web-based volunteer registry known as Show-Me Response.
- ✓ Comply with all federal guidelines of the Emergency System for Advanced Registration of Volunteer Health Professionals (ESAR-VHP).
- ✓ In accordance with federal ESAR-VHP guidelines, check credentials and licenses of volunteer health professionals who have been licensed by the Missouri Division of Professional Registration.

- ✓ Contact the Columbia/Boone County Medical Reserve Corps organization coordinator(s) to request activation of affiliated organization volunteers, as DHSS agrees not to activate any organization affiliated volunteer, unless specifically directed to do so by the organization coordinator(s).
- ✓ Maintain a back-up of the Show-Me Response registry in a secure location.
- ✓ Promote and conduct marketing of Show-Me Response to healthcare professionals.
- ✓ Provide organization coordinator user training.
- ✓ Provide unlimited emergency notification system (ENS) e-mail use to Columbia/Boone County Medical Reserve Corps.
- ✓ Provide limited ENS phone-based messages including phone calls, text messages, pages, and faxes.
- ✓ Provide the Columbia/Boone County Medical Reserve Corps with an updated copy of the Show-Me Response policies and procedures.

The Columbia/Boone County Medical Reserve Corps agrees to:

- ✓ Maintain and manage records of all organization-affiliated volunteers.
- ✓ Receive two organization coordinator account rights from DHSS.
- ✓ Provide DHSS with the names of two individuals who will serve as the system coordinators for the organization.
- ✓ Ensure security of each local system coordinator's user name and password and prohibit the practice of sharing user names and passwords between individuals.
- ✓ Require each organization coordinator to sign the DHSS Statement of Agreement to Maintain Confidentiality of Records and Information in Accordance with DHSS Policies (see attached form).
- ✓ Sign into Show-Me Response weekly to check e-mails, and accept or reject pending organization affiliated volunteer applications, in accordance with local organization policies.
- ✓ Submit to the DHSS program representative a request for prior approval to use any of the DHSS purchased ENS phone, text, pager, and fax minutes. If Columbia/Boone County Medical Reserve Corps fails to receive prior approval, DHSS may submit an invoice to Columbia/Boone County Medical Reserve Corps to recoup the cost of used minutes.

Each party agrees to the following requirements:

- ✓ Adhere to all Show-Me Response policies and procedures.
- ✓ Ensure that volunteer information is collected, assembled, maintained, and utilized in a manner consistent with the attached DHSS Statement of Agreement to Maintain Confidentiality of Records and Information in Accordance with DHSS Policies.
- ✓ Ensure only authorized personnel have access to Show-Me Response and prevent sharing or theft of usernames and passwords.
- ✓ Make such records available for review to state and federal public health officials, and the Assistant Secretary for Preparedness and Response (ASPR) program representatives, as requested.

Terms of the Agreement

Both parties agree that no other methods and/or documents, including correspondence, acts, and oral communication by or from any person, shall be construed as an amendment to this MOU. Any change to this MOU must be accomplished by a written amendment to the MOU signed and approved by both parties with a minimum of thirty (30) days prior notice.

This MOU may be terminated on the part of either party with a minimum of thirty (30) days written notice.

To reach a Show-Me Response representative, contact the DHSS Emergency Response Center 24/7 Hotline at # 800/392-0272.

This MOU begins on the signature date and ends May 31, 2018 or if funding discontinues.

Signature: Bret Fischer
Director, Division of Administration
Missouri Department of Health and Senior Services

Signature: Organization Administrator

Printed Name

Printed Name

Title

Title

Date

Date

**MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES (DHSS)
STATEMENT OF AGREEMENT TO MAINTAIN CONFIDENTIALITY OF RECORDS AND
INFORMATION IN ACCORDANCE WITH DHSS POLICIES**

Code of Conduct

Interns, contractors or volunteers working under supervision of DHSS employees, whether paid or unpaid, shall be considered as employees with respect to the DHSS confidentiality policies. All information that identifies or can be used to readily identify individuals shall be considered confidential. All employees shall follow the DHSS policies for sharing of confidential information. Information specifically covered by the federal Standard for Privacy of Individually Identifiable Health Information (45 CFR 160 and 164) shall be determined and employees with responsibilities requiring access to the information identified. These employees shall attend expanded training and comply with DHSS policies relating to the federal laws.

Employees

As a DHSS employee, I agree to be knowledgeable of and comply with DHSS confidentiality policies. Specifically I agree to:

- ✓ Assure the confidentiality and security of all information by limiting access to those having an official need in order to perform their duties;
- ✓ Restrict disclosure of confidential information to other agencies or individuals outside of DHSS. Disclosures shall be made in accordance with DHSS policies governing disclosures;
- ✓ Refrain from disclosing confidential personnel information to any individual or entity who does not have a business-related reason to receive such information.
- ✓ Participate in training, as needed, on the federal Privacy law;
- ✓ Make appropriate staff aware of potential DHSS confidentiality policy violations; and
- ✓ Sign an annual statement affirming agreement to comply with DHSS confidentiality policies.

Contractors

As a DHSS contractor, I agree to maintain strict confidentiality of all information that identifies or can be readily used to identify individuals that I have been provided access to by the DHSS or obtained as a result of contract activities. I understand there are potential legal penalties for breaches of confidentiality or unauthorized destruction of confidential information/records. I understand that the contracting agency assumes liability for all disclosures of confidential information by the contractor and/or the contractor's employee.

Researchers

As a researcher being granted access to DHSS information and data for research purposes, I agree to comply with DHSS confidentiality policies. I agree to maintain the confidentiality of information that identifies individuals. I also agree not to subsequently disclose confidential information without written permission of the Department and/or individual person. For research projects requiring access to information covered under the federal Standard for Privacy of Individually Identifiable Health Information (45 CFR 160 and 164), I agree to comply with the federal requirements.

Volunteers

As a volunteer, paid or unpaid, I agree to comply with the DHSS confidentiality policies. I understand that I am liable for all breaches of confidentiality and may be subject to possible legal actions.

MAINTAINING CONFIDENTIALITY OF INFORMATION IN THE WORK ENVIRONMENT:

I agree to the following:

Work Areas

To remove information of a confidential nature from public view (placed inside a desk or file) when away from my work station and another authorized employee is not available to assure security of the information.

To place information of a confidential nature in locked files or other secure places when my office or work unit is closed or left unattended.

To shred or otherwise destroy information to be discarded that identifies an individual, such as poor quality copies or purged file materials.

Information Exchange

To not release confidential personnel information as obtained in the performance of duties to individuals or entities who do not have a business-related reason to receive such information.

To destroy informal records of telephone conversations containing information of a confidential nature unless the records are placed in official files.

To hold conferences and informal conversations in a manner to avoid discussions, of a confidential nature, being overheard by others.

To seal all documents containing information of a confidential nature inside an envelope addressed to a specific office or individual and marked "CONFIDENTIAL" when using conventional mail to send to other individuals, programs or agencies having an official need for the information.

To use a cover page containing a confidentiality statement approved by the DHSS Privacy Officer for all documents of a confidential nature transmitted by FAX machine to agencies and individuals with an official need to know.

To alert the receiver that the information is being transmitted via FAX and request immediate retrieval.

To include the DHSS approved statement of confidentiality on all electronic mail messages.

To not send confidential individually identifiable health information using electronic mail unless technology such as encryption or other technology is employed.

Computers

To comply with policies and procedures relating to maintaining security and confidentiality of computer data.

To position my computer workstation screen to limit visualization by other employees or visitors.

To protect my sign on and passwords to prevent others from using them.

To logout of the network when away from my work area for an extended period; for short periods of inactivity, I will activate a password protected screen saver.

Penalties

I have been informed and understand that a breach of confidentiality or unauthorized destruction of confidential records shall result in disciplinary action up to and including dismissal depending on the severity of the offense and possibly legal action.

CERTIFICATION:

This is to certify that I have read and agree to comply with the provisions of the Department's policies.

Date: _____ Signature: _____