

RESOLUTION NO. 24933

A RESOLUTION AUTHORIZING THE DIRECTOR OF GENERAL SERVICES TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY FOR USE OF THE CITY'S REGIONAL PUBLIC SAFETY RADIO COMMUNICATIONS SYSTEM.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Director of the General Services be and is hereby authorized to execute a Memorandum of Understanding with the Chattanooga-Hamilton County Hospital Authority for use of the City's regional public safety radio communications system.

ADOPTED: October 31, 2006

/add

MEMORANDUM OF UNDERSTANDING

between

The City of Chattanooga Mobile Communication Services
and
The Chattanooga-Hamilton County Hospital Authority

CHATTANOOGA, TENNESSEE – HAMILTON COUNTY

This Memorandum of Understanding (MOU) is entered into by and between the City of Chattanooga Mobile Communication Services (hereinafter referred to as "City MCS") and the Chattanooga-Hamilton County Hospital Authority, also known as Erlanger Health System (hereinafter referred to as "Authority").

I. PARTICIPATING PARTIES:

Receiving Party: The Chattanooga-Hamilton County Hospital Authority,
a/k/a Erlanger Health System (Authority)

Performing Party: The City of Chattanooga Mobile Communication Services (City MCS)

II. OVERVIEW

This Memorandum of Understanding (MOU) is between the Authority and the City MCS.

This MOU specifies the type of services to be provided to the Authority by the City MCS. The MOU also describes the responsibilities of the parties involved, their organizations, and their agreements constituting the governance of the MOU.

The City MCS will provide the Authority communication system access for utilization of the City of Chattanooga 800 MHz regional public safety radio communications system. The Authority agrees to provide operational oversight of its use of the public safety radio system in compliance with both FCC regulations and the City MCS rules and operational standards.

III. ORGANIZATION, GOVERNANCE AND TERMS OF UNDERSTANDING

The Chattanooga-Hamilton County Hospital Authority, also known as Erlanger Health System, was created in 1976 under the Privates Act in the State of Tennessee to perform the governmental function of owning and operating the Baroness Erlanger Hospital, T.C. Thompson Children's Hospital and other similar or associated hospitals and existing health centers as deemed appropriate to be operated by the Authority as sole operator for the purpose of providing healthcare facilities and programs for the residents of Hamilton County, Tennessee.

The City of Chattanooga Mobile Communication Services (City MCS) is an operational department of the City of Chattanooga, a municipal corporation. The City MCS is charged with the responsibility of designing, installing, maintaining and supporting the public safety radio system utilized by the City of Chattanooga and Hamilton County public safety and government services departments.

Both parties shall comply with all applicable Federal and State laws and regulations in regard to performance under this agreement. Activities under this agreement shall be governed and interpreted in accordance with the laws of the State of Tennessee.

The Authority will not, under this agreement, provide any remuneration or benefit to any physician or source of referrals to Authority and/or any of its facilities.

Both parties, being Tennessee governmental entities, understand that each is subject to the Tennessee Open Meetings Act and the Tennessee Open Records Act and that any action taken pursuant to said laws shall not constitute a breach or violation of the agreement.

This MOU may be modified only by a written amendment which has been executed and approved by the appropriate parties.

City MCS may not assign this MOU or enter into a subcontract for any of the services performed under this MOU without obtaining the prior written approval of the Authority.

City MCS represents and warrants that it has never been sanctioned by or excluded from participation in the Medicare, Medicaid or any other state or federal health program for program-related offenses and has never been convicted of a criminal offense related to health care. City MCS shall notify Authority immediately if any such action is proposed or taken against it, or if it becomes the subject of an investigation that could lead to such action, at which time Authority may terminate this Agreement.

City MCS shall, until the expiration of four (4) years after furnishing services pursuant to this MOU, make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the United States Comptroller General, or any of their duly authorized representatives, this MOU, and books, documents and records of City MCS that are necessary to certify the nature and extent of costs under this arrangement. Furthermore, if City MCS carries out any of the duties of this MOU through a subcontract, the value or cost of which is Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such contract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available, upon written request by the Secretary of Health and Human Services, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

City MSC shall respect the confidentiality of all Patient Information and Records and shall comply with all applicable laws and regulations concerning their maintenance and protection, including the Health Insurance Portability and Accountability Act ("HIPAA") and any regulations promulgated thereunder relating to Patient Information and Records. "Patient Information and Records" shall be defined consistent with applicable law and shall include, without limitation, any and all "Protected Health Information," as that term is defined by HIPAA, any and all individually identifying information concerning patients, and any and all records generated by Authority, their employees, or any physician, including patient charts, indicating the status of patients' physical health, the treatment administered to the patients, any diagnosis made with regard to the patients, any medications prescribed for the patients, any other services rendered to patients by any physician, or any employees of Authority. Violation of this section by City MCS shall constitute a material breach of this Agreement, authorizing Authority to immediately terminate this Agreement.

No person on the grounds of handicap, disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in or be denied benefits of, or be otherwise subjected to discrimination in the performance of this MOU. City MCS shall upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.

City MCS, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this MOU.

Notwithstanding any provision in this MOU to the contrary, any liability of the Authority under this MOU shall be limited to the coverages, amounts and procedural requirements of the Tennessee Governmental Tort Liability Act, and any other local, state, or federal law or regulation limiting the liability of Authority or its trustees, officers, employees or agents, and this liability is expressly subject to the provisions of such laws, as such now exist or may be hereafter amended, revised or interpreted. Authority shall not be obligated hereunder for any amounts in excess of the limitations of liability provided in the Chattanooga-Hamilton County Hospital Authority self-insurance trust agreement, as such agreement now exists or may hereafter be amended or restated from time to time.

Both parties shall comply with all applicable Federal, state and local laws, regulations and orders in the performance of this Contract.

This MOU shall be governed and interpreted in accordance with the laws of the State of Tennessee.

IV. STATEMENT OF SERVICES TO BE PERFORMED:

The services to be provided by the City MCS under this agreement include:

- A. Two-way Radio Communications Service on a per-subscriber basis to Authority-owned, City MCS-approved mobile and portable radio equipment. Service will be provided through system programming of the radios by the City MCS for subscriber access to the Public Safety Radio System.
- B. Twelve (12) individual talk groups for use in hospital support operations, emergency medical services and regional medical communications.
- C. Equipment repairs to Authority-owned subscriber radios, excluding batteries, antennas, or any single parts or repairs exceeding \$ 300 per unit.
- D. Equipment repairs to communication console electronics bank and workstation maintenance labor, excluding parts.
- E. Equipment repairs to Authority-owned bi-directional amplifiers (BDA) excluding lightening damage or parts exceeding \$ 300 per unit.

V. ANNUAL COSTS ASSOCIATED WITH AGREEMENT

The cost associated with this agreement for service is based on a per-unit cost of each radio subscriber activated on the system. It is understood that this cost may vary, per year, based on total system subscriber volume and system maintenance so that all system users benefit from improvements through expense distribution. The cost to the Authority of subscriber access under this agreement shall not exceed \$ 125 per subscriber per year without written amendment, agreed upon by both parties.

VI. PAYMENT FOR SERVICES:

The Authority shall make payment for annual subscriber costs to the City MCS at the beginning of each fiscal year upon receipt of invoice from the City MCS. Invoice shall include unique subscriber identification numbers and total count of subscribers, upon which invoice cost is calculated.

VII. TERM OF MOU:

This MOU is to begin July 1, 2006 and shall terminate on June 30, 2008

Either party may terminate this MOU prior to the termination date shown above by notifying the other party of their intentions 90 days in advance of the intended termination date with fair

compensation being provided to the City MCS for completed services.

SUBJECT TO THE APPROVAL, the authorized representatives of the undersigned parties bind themselves to the faithful performance of this Memorandum Of Understanding. It is mutually understood that this MOU will be effective on the date shown in Section VII.

SUBJECT TO THE APPROVAL, the authorized representatives of the undersigned parties will recommend continuation on an annual Term each year beyond the initial Term, with any modification of annual costs to be determined 30 days prior to renewal of an additional term, agreed upon in writing by both parties in an amendment to this Memorandum Of Understanding.

RECEIVING PARTY

PERFORMING PARTY

Chattanooga- Hamilton County Hospital Authority

The City of Chattanooga

Name of Party

Name of Party

By: Roger Forgey
Senior VP
Title

By: Paul R. Hooper
Director of Business Services
Title

Date: 9-26-06

Date: 10-31-06

Official Notifications to:

Erlanger Health System
Roger Forgey, Sr. Vice President
975 E 3rd Street
Chattanooga, TN 37403
423/778-3656

Official Notifications to:

City of Chattanooga MCS
Arnold Hooper
3420 Amnicola Hwy
Chattanooga, TN 37404
423/643-5236

Copy to:

Erlanger Health System
David Lewis, Chief Legal Officer
975 East Third Street
Chattanooga, TN 37403
423/778/7525