



Coastal Bend Regional Advisory Council (CBRAC)

P.O. Box 18460, Corpus Christi, TX, 78480
361-939-7177 phone 361-939-7117 fax
www.cbrac.org



Coastal Bend Regional Advisory Council (CBRAC) Hospital Preparedness Program (HPP) Memorandum of Agreement

Background

The US Department of Health & Human Services (HHS) provides funding for community preparedness and hospital preparedness. The HHS funding is awarded via two separate but interrelated cooperative agreements. HHS Centers for Disease Control and Prevention (CDC) provides funds for strengthening public health preparedness to address bioterrorism, outbreaks of infectious diseases and public health emergencies. This funding stream focuses on the critical tasks necessary for the public health community to prepare for and respond to a terrorist event or other public health emergencies, emphasizing integrated response systems. The ability to quickly and effectively distribute preventive medication in affected areas is one of the nation's top priorities to be addressed by these funds.

Hospital Preparedness Program (HPP) – The HHS Office of the Assistant Secretary for Preparedness and Response (OASPR) provides funds for states to develop hospital response capability (for responding to All Hazards Events), through the HPP. This program includes the identification of available hospital beds, development of a regional healthcare coalition for preparedness, development of an advance registration system for identifying additional healthcare personnel, development of a healthcare recovery system, planning for mass fatalities, evaluation and strengthening of plans into local and regional plans, development of surge capacity, incident information sharing, and responder health and safety. Healthcare facilities and healthcare delivery systems play a critical role in both identifying and responding to any potential natural disaster, terrorism attack or infectious disease outbreak.

To accomplish these goals, HHS has developed Healthcare Capabilities. These capabilities describe demonstrable criteria that must be achieved as a condition of accepting OASPR HPP funds.

The funding is provided to the Texas Department of State Health Services (DSHS). For preparedness efforts in the Trauma Service Areas (TSA-U, -T and -V). DSHS has contracted with the Coastal Bend Regional Advisory Council, hereinafter referred to as CBRAC for the implementation of the four (4) Healthcare Capabilities of the OASPR HPP.

PURPOSE

The purpose of this agreement between the Coastal Bend Regional Advisory Council (CBRAC) – as the DSHS subcontractor – and Hidalgo County, is to outline the responsibilities of each party. As a condition of grant funds participation, the Health Care Coalition (HCC) member agrees to:

1. Work to achieve Healthcare Preparedness Capabilities and performance measures.
2. Maintain minimum levels of readiness.
3. Participate in planning and exercises.
4. Monitor progress for each capability as described by OASPR Texas Hospital Preparedness Program.

A summary of the capabilities pertaining to healthcare facilities is shown in the Conditions section of this agreement. The full listing of the capabilities and DSHS annual requirements as described in the HPP Grant Year Work Plan is available upon request.

CONDITIONS

The Coastal Bend Regional Advisory Council (CBRAC), TSA-U, administers the HPP funds as a contractor of DSHS. As a contractual requirement for the HPP Work Plan, a Healthcare Coalition (HCC) must be created and consist of healthcare facilities/providers in each TSA area, TSA-T, TSA-U and TSA-V. Examples of membership include but are not limited to, EMS providers, Emergency Management/Public Safety, Public Health Department, long term care providers, mental/behavioral health providers, private entities associated with healthcare (e.g. hospital associations) specialty service providers (e.g. dialysis, pediatrics, women's health, stand-alone surgery, urgent care), support service providers (e.g. laboratories, pharmacies, blood banks, poison control), primary care providers, community health centers, tribal healthcare and federal entities, representatives of Emergency Medical Services, as well as other interested agencies and individuals.

HCC Members agree to participate in all actual emergency response activities in the region.

HCC Members agree to comply with the CBRAC procurement process outlined in the DSHS Contractors Financial Procedures Manual and understand that HCC expenditure decisions are developed on a consensus basis to address required HPP capabilities and related goals. A summary of both parties' responsibilities follows:

CBRAC Responsibilities:

- CBRAC shall perform activities in support of the Department of State Health Services (DSHS) Cooperative Agreement (CA) from the ASPR Healthcare Preparedness Program and Centers for Disease Control and Prevention (CDC) FFY18 Cooperative Agreements.

- CBRAC shall provide services in the following counties: Aransas, Bee, Brooks, Cameron, Duval, Hidalgo, Jim Hogg, Jim Wells, Kenedy, Kleberg, Live Oak, McMullen, Nueces, Refugio, San Patricio, Starr, Webb, Willacy, and Zapata.
- CBRAC in its role as regional Hospital Preparedness Program implementation contractor, shall administer the available federal HPP services funds as specified in this Cooperative Agreement, lead the efforts to establish and implement regional Healthcare Coalitions and assist DSHS HPP in the administration, planning and evaluation of services.
 - If available, distribute equipment, supplies and services to participating members according to the HPP distribution/work plan in support of and in compliance with the OASPR guidelines.
 - Ensure compliance with the DSHS HPP contract, including monitoring of the progress of required capabilities.
 - Provide administrative support to the HPP main meetings and HPP workgroups.
 - Represent the HPP in the DDC, EOC, RHMOC or MACC. In planning for exercises, and other pertinent meetings on an “as needed” basis.
 - Report periodically to member hospital/facility senior leadership on the status of reaching benchmark metrics.
- CBRAC staff shall enhance the ability of participating hospitals and healthcare organizations to improve healthcare surge capacity and enhance community and hospital preparedness for public health emergencies by conducting activities at the local/regional level related to Healthcare Preparedness Capabilities designated by the ASPR HPP FY18 Cooperative Agreements.
- CBRAC staff shall represent HPP HCC members at multi-jurisdictional planning meetings that address public health and medical service issues.
- CBRAC cannot require HPP HCC members to pay a “membership fee” as a condition of receiving HPP funds or as a means of recovering HPP related costs.
- CBRAC in TSA –T, U & V staff shall conduct and facilitate the local/regional HPP HCC meetings and provide materials as needed in each respective area.
- All CBRAC staff shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines including, but not limited to, the following:

The Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Cooperative Agreement, Department of Health and Human Services, Office of Assistant Secretary for Preparedness and Response (ASPR) and Centers for Disease Control and Prevention (CDC);

2017 – 2022 Health Care Preparedness and Response Capabilities, Office of the Assistant Secretary for Preparedness and Response, November 2016.
<https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/2017-2022-healthcare-pr-capabilities.pdf>

National Response Framework located at
<http://www.fema.gov/pdf/emergency/nrf/nrf-core.pdf>

State of Texas Emergency Management Plan, Annexes and Appendices located at: <http://www.txdps.state.tx.us/dem/downloadableforms.htm>

Texas Homeland Security Strategic Plan located at:
<https://www.preparingtexas.org/Resources/documents/Texas%20HS%20Strategic%20Plan%202015-2020.pdf>

Medical Surge Capacity and Capability (MSCC) A Management System for Integrating Medical and Health Resources during Large-Scale Emergencies, The CNA Corporation, September 2007 or latest version located at:

<http://www.phe.gov/preparedness/planning/mscc/handbook/pages/default.aspx>

OSHA Best Practices for Hospital-Based First Receivers of Victims from Mass Casualty Incidents involving the Release of Hazardous Substances. Located at:

http://www.osha.gov/dts/osta/bestpractices/html/hospital_firstreceivers.html

Most current Texas Statewide Communications Interoperability Plan located at:
<http://www.dps.texas.gov/LawEnforcementSupport/communications/interop/txicc/scip.htm>

Licensing Of Wholesale Distributors Of Prescription Drugs -Including Good Manufacturing *Practices* (25 Texas Administrative Code, §§229.419 – 229.430):

<http://www.dshs.state.tx.us/dmd/>

- CBRAC staff shall develop, implement, and maintain a system for accurately tracking expenditures by participating hospitals, healthcare entities, or any other entities that receive funds, reimbursement, equipment, or supplies purchased with HPP funds.
- CBRAC staff, as part of the regional HPP Healthcare Coalition Development, shall coordinate activities and healthcare systems preparedness response plans

CBRAC is a 501(c) (3) non-profit organization with an office located at 725 Elizabeth Street, Suite 4, Corpus Christi, TX, 78404

within each TSA regional safety/emergency response agencies, hospitals, and other healthcare providers, community health centers, long-term care providers, local health departments, DSHS Health Service Region staff, and Councils of Government (COG), Emergency Medical Services (EMS) providers mental/behavioral health providers, private entities associated with healthcare, specialty service providers, support service providers, primary care providers, Tribal Healthcare, and federal entities, etc. This coordination shall be conducted in accordance with the ASPR FFY18 HPP Cooperative Agreement, and the tiered response outlined in the MSCC Management System handbook. Regional HPP Healthcare /Coalitions must include other emergency response partners at meetings during which allocation of HPP funds are discussed and when the tiered hospital response system is addressed.

- CBRAC staff must ensure that all HPP participating hospitals and health care facilities participate in at least one regional or statewide HSEEP-based functional or full-scale exercise during the five-year project period (SFY 17 – healthcare SFY 22) and test all of the preparedness capabilities. All other HPP funded exercises shall test, as a minimum, components of Capability 2: Health Care and Medical Response Coordination; Objective 2: Utilize Information Sharing Procedures and Platforms; Activity 1: Develop Information Sharing Procedures and Objective 3: Coordinate Response Strategy, Resources, and Communications: Activity 1: Identify and Coordinate Resource Needs during an Emergency. Also during this exercise, at least one healthcare preparedness capability must be tested.
- CBRAC staff shall also participate in statewide exercises planned by DSHS or other state and federal agencies, as needed, to assess the response capacity and capability of the regional HPP to respond to a terrorism event, outbreak of infectious disease, and other public health threats and emergencies.
- CBRAC staff shall prepare and submit to DSHS Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercise after-action reports and improvement plans that document required corrective actions for identified gaps or weaknesses in hospital preparedness plans within ninety (90) days of the exercise.
- CBRAC staff will be required to provide DSHS situational awareness during drills, emergencies and disasters that are related to healthcare preparedness in their assigned TSA region.
- CBRAC staff shall allow DSHS to conduct on-site quality assurance reviews of Contractor and participating hospitals/healthcare facilities and medical service providers as deemed necessary by DSHS. Contractor shall require access for DSHS and federal personnel for monitoring purposes in its agreements with the hospitals/facilities.

- CBRAC staff shall monitor all subcontractors, including participating hospitals/healthcare facilities and medical service providers and ensure that they are tracking, and have an inventory system for all HPP funded equipment.

Participating Healthcare Facility Responsibilities:

1. Designate - Healthcare Preparedness Coalition Committee Representative per agency.
2. Representative or designee will attend at least 75% of regularly scheduled meetings of CBHCPC, or TSA-T and TSA-V, Healthcare Preparedness Coalition Committee, and be responsible for participation in committee discussions and disseminating HPP information and actions to the facility they represent.
3. Education and Preparedness Training: The Healthcare Coalition Member will continue to participate in education and preparedness training opportunities and programs for healthcare personnel, both pre-hospital and hospital based, that will respond to an incident or emergency in accordance with the healthcare preparedness capabilities noted below. Training and education should be linked to exercises/drills.
4. Exercises, Evaluations, and Corrective Actions: The Healthcare Coalition Member will continue to participate in drills, exercises, and responses in conjunction and collaboration with local, regional, State, and Federal partners. Exercises should address the capabilities listed below and should address special need population's requirements. Evaluations (after action reviews) will be completed after each exercise and corrective action implemented as a result of the evaluations.
5. Addressing the Needs of "At Risk" Populations: Capabilities will be addressed in such a way that the needs of "at risk" patient populations are accounted for in planning. "At Risk" populations are defined as children, pregnant women, senior citizens, and other individuals that have special needs to include those with chemical dependency and mental health issues.

The Four Health Care Preparedness and Response Capabilities are:

Capability 1: Foundation for Health Care and Medical Readiness

Goal of Capability 1: The community's health care organizations and other stakeholders—coordinated through a sustainable HCC—have strong relationships, identify hazards and risks, and prioritize and address gaps through planning, training, exercising, and managing resources.

Capability 2: Health Care and Medical Response Coordination

Goal of Capability 2: Health care organizations, the HCC, their jurisdiction(s), and the ESF-8 lead agency plan and collaborate to share and analyze information, manage and share resources, and coordinate strategies to deliver medical care to all populations during emergencies and planned events.

Capability 3: Continuity of Health Care Service Delivery

Goal of Capability 3: Health care organizations, with support from the HCC and the ESF-8 lead agency, provide uninterrupted, optimal medical care to all populations in the face of damaged or disabled health care infrastructure. Health care workers are well-trained, well-educated, and well-equipped to care for patients during emergencies. Simultaneous response and recovery operations result in a return to normal or, ideally, improved operations.

Capability 4: Medical Surge

Goal of Capability 4: Health care organizations—including hospitals, EMS, and out-of-hospital providers—deliver timely and efficient care to their patients even when the demand for health care services exceeds available supply. The HCC, in collaboration with the ESF-8 lead agency, coordinates information and available resources for its members to maintain conventional surge response. When an emergency overwhelms the HCC’s collective resources, the HCC supports the health care delivery system’s transition to contingency and crisis surge response⁶ and promotes a timely return to conventional standards of care as soon as possible.

2017-2022 Health Care Preparedness and Response Capabilities **Summary of Capabilities followed by Objectives and Activities**

Capability1: Foundation for Health care and Medical Readiness

- O1) Establish and Operationalize a Health Care Coalition.
 - A1) Define Health Care Coalition Boundaries
 - A2) Identify Health Care Coalition Members
 - A3) Establish Health Care Coalition Governance
- O2) Identify Risk and Needs
 - A1) Assess Hazard Vulnerabilities and Risks
 - A2) Assess Regional Health Care Resources
 - A3) Prioritize Resource Gaps and Mitigation Strategies
 - A4) Assess Community Planning for Children, Pregnant Women, Seniors, Individuals with Access and Functional Needs, Including People with Disabilities, and Others with Unique Needs
 - A5) Assess and Identify Regulatory Compliance Requirements
- O3) Develop a Health Care Coalition Preparedness Plan
- O4) Train and Prepare the Health Care and Medical Workforce
 - A1) Promote Role-Appropriate National Incident Management System Implementation

- A2) Educate and Train on Identified Preparedness and Response Gaps
- A3) Plan and Conduct Coordinated Exercises with Health Care Coalition Members and Other Response Organizations
- A4) Align Exercises with Federal Standards and Facility Regulatory and Accreditation Requirements
- A5) Evaluate Exercises and Responses to Emergencies
- A6) Share Leading Practices and Lessons Learned
- O5) Ensure Preparedness is Sustainable
 - A1) Promote the Value of Health Care and Medical Readiness
 - A2) Engage Health Care Executives
 - A3) Engage Clinicians
 - A4) Engage Community Leaders
 - A5) Promote Sustainability of Health Care Coalitions

Capability 2: Health Care and Medical Response Coordination

- O1) Develop and Coordinate Health Care Organizations and Health Care Coalition Response Plans
 - A1) Develop a Health Care Organization Emergency Operations Plan
 - A2) Develop a Health Care Coalition Response Plan
- O2) Utilize Information Sharing Procedures and Platforms
 - A1) Develop Information Sharing Procedures
 - A2) Identify Information Access and Data Protection Procedures
 - A3) Utilize Communications Systems and Platforms
- O3) Coordinate Response Strategy, Resources, and Communications
 - A1) Identify and Coordinate Resource Needs during an Emergency
 - A2) Coordinate Incident Action Planning During an Emergency
 - A3) Communicate with Health Care Providers, Non-Clinical Staff, Patients and Visitors during an Emergency
 - A4) Communicate with the Public during an Emergency

Capability 3: Continuity of Health Care Service Delivery

- O1) Identify Essential Functions for Health Care Delivery
- O2) Plan for Continuity of Operations
 - A1) Develop a Health Care Organization Continuity of Operation Plan
 - A2) Develop a Health Care Coalition Continuity of Operations Plan
 - A3) Continue Administrative and Finance Functions
 - A4) Plan for Health Care Organization Sheltering-in-Place
- O3) Maintain Access to Non-Personnel Resources during an Emergency
 - A1) Assess Supply Chain Integrity
 - A2) Assess and Address Equipment, Supply, and Pharmaceutical Requirements
- O4) Develop Strategies to protect Health Care Information Systems and Networks
- O5) Protect Responders' Safety and Health

- A1) Distribute Resources Required to Protect the Health Care Workforce
- A2) Train and Exercise to Promote Responders' Safety and Health
- A3) Develop Health Care Worker Resilience
- O6) Plan for and coordinate Health Care Evacuation and Relocation
 - A1) Develop and Implement Evacuation and Relocation Plans
 - A2) Develop and Implement Evacuation Transportation Plans
- O7) Coordinate Health Care Delivery System Recovery
 - A1) Plan for Health Care Delivery System Recovery
 - A2) Assess Health Care Delivery System Recovery after an Emergency
 - A3) Facilitate Recovery Assistance and Implementation

Capability 4: Medical Surge

- O1) Plan for Medical Surge
 - A1) Incorporate Medical Surge Planning into a Health Care Organization Emergency Operations Plan
 - A2) Incorporate Medical Surge into an Emergency Medical Services Emergency Operations Plan
 - A3) Incorporate Medical Surge into a Health Care Coalition Response Plan
- O2) Respond to a Medical Surge
 - A1) Implement Emergency Department and Inpatient Medical Surge Response
 - A2) Implement Out-of-Hospital Medical Surge Response
 - A3) Develop an Alternate Care System
 - A4) Provide Pediatric Care during a Medical Surge Response
 - A5) Provide Surge Management during a Chemical or Radiation Emergency Event
 - A6) Provide Burn Care during a Medical Surge Response
 - A7) Provide Trauma Care during a Medical Surge Response
 - A8) Respond to Behavioral Health Needs during a Medical Surge Response
 - A9) Enhance Infections Disease Preparedness and Surge Response
 - A10) Distribute Medical Countermeasures during a Medical Surge Response
 - A11) Manage Mass Fatalities

Funding Restrictions which apply to COUNTY and 911 PROVIDER recipients are as follows:

- Recipients may not use funds for fund raising activities or lobbying;
- Recipients may not use funds for research;
- Recipients may not use funds for construction or major renovations;

- Recipients may not use funds for clinical care;
- Recipients may not use funds to purchase vehicles;
- Recipients may not use funds for reimbursement of pre-award costs;
- Recipients may supplement but not supplant existing state or federal funds for activities described in the budget.

TERM

1. The terms of this agreement will commence on July 1, 2017 and continue in full force and in effect until June 30, 2022. This agreement will have a final end date of June 30, 2022, unless terminated sooner as provided herein.
2. Either Party may terminate this Agreement upon providing 30 days prior written notice of the intended date of termination. Termination of agreement would include the timely return of HPP-associated funds and equipment. Should the HCC Member elect to terminate this Agreement and such termination is not the result of a material breach of this agreement by the HCC Member shall bear the costs of the return of any unused HPP funds and all preparedness equipment and supplies to CBRAC. In all other circumstances, including the HCC Member decision to not renew this agreement beyond the term set forth herein, the HCC Member shall bear the costs of the return of any unused HPP funds and all preparedness equipment and supplies to CBRAC.
 - (a) The Subcontractor/Participating Healthcare Coalition Member may retain preparedness equipment and supplies received as part of the HPP, with conditions as follow below. In order to do so, the Healthcare Coalition Member must agree to:
 - (i) Certify in writing that the Healthcare Coalition Member will continue to fulfill an active role with DSHS – EMTF 11, the local or regional emergency management system or response plan and continue to be a Healthcare Coalition Member in the community.
 - (ii) Should the terminating Healthcare Coalition Member elect to fully disassociate from the HPP program, then all received supplies and equipment including equipment purchased by the Healthcare Coalition Member and the Healthcare Coalition Member received reimbursement as part of the HPP program, must be returned at the Healthcare Coalition Member’s expense to CBRAC.
 - (iii) Healthcare Coalition Member ceases operations and/or no longer a Healthcare Coalition Member, experience business closure, bankruptcy proceedings, otherwise meets the provisions of section 2, ii, the Healthcare Coalition Member will immediately notify CBRAC. Then all received supplies and equipment including equipment purchased by the Healthcare Coalition Member and the Healthcare Coalition Member receive reimbursement part of the

HPP program and retained by that Healthcare Coalition Member, as designated on property transfer documents, and which are determined by CBRAC as retaining value to the HPP program, must be returned at that Healthcare Coalition Member expense to CBRAC.

- (b) The Healthcare Coalition Member which ceases operations and/or is no longer a Healthcare Coalition Member, including business closure or bankruptcy proceedings, shall notify CBRAC immediately and arrange for the transfer or return of all funds, received supplies, and equipment including equipment purchased by the Healthcare Coalition Member and received reimbursement as part of the HPP program, must be returned. Such transfer of equipment shall be accompanied by closure inventory and transfer documentation.
3. The Healthcare Coalition Member which experiences a change in ownership or similar circumstances, which invalidates the previous commitment to the HPP as agreed herein, shall notify CBRAC of this change in status. The Healthcare Coalition Member may continue to participate in the program by submission of this agreement and the accompanying mutual aid agreement, under new signature to CBRAC. Failure to submit a new agreement in a timely manner shall be considered as a termination indicated in section 2.i above.
4. The Healthcare Coalition Member must have an executed agreement with Coastal Bend Regional Advisory Council (CBRAC) to participate with the Department State Health Services - Emergency Medical Task Force 11(DSHS – EMTF 11) or enter into an agreement with CBRAC to participate with the DSHS - EMTF 11 within ninety days of this executed agreement with CBRAC. If the Healthcare Coalition Member does not enter into an agreement with CBRAC to participate with DSHS – EMTF 11 or does not maintain an active agreement with CBRAC to participate with DSHS – EMFT 11, then all received supplies and equipment including equipment purchased by the Healthcare Coalition Member and Healthcare Coalition Member received reimbursement as part of the HPP program, must be returned at that Healthcare Coalition Member’s expense to CBRAC or an agency / location within TSA’s, T, U, or V as reasonably designated by CBRAC.
5. Ownership and, where applicable, title to all equipment and consumable supplies purchased by and/or funded by CBRAC with HPP funds and made available to Healthcare Coalition Member , shall vest with Healthcare Coalition Member subject to the Texas Department of State Health Services Contractor’s Financial Procedures Manual provisions regarding closeout procedures and DSHS final determination and process requirements.

6. Any notice required or desired to be given under this agreement will be deemed given upon the earlier of:

Actual delivery, if by hand delivery, courier, electronic confirmation of delivery, if by facsimile, to the intended recipient or its agent;

OR

The third business day following deposit in the U.S. Mail, postage prepaid, certified or registered mail, return receipt requested to the respective addresses set out above, or to such other address as a Party shall specify in writing.

7. This agreement contains or references the entire agreement of the parties and supersedes any and all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter herein.
8. The Healthcare Coalition Member may not assign any of its rights or obligations under this agreement without the prior written consent of CBRAC.
9. This agreement shall be governed by the laws of the State of Texas and performable in specified County, TX.
10. In the event the DSHS extends the time frame for the OASPR Year 18 contracts with CBRAC, CBRAC will notify the Memorandum of Agreement signatories of the extension in writing and this agreement will be extended to match the contract period extension(s).

I understand that signatories to the Agreement are subject to Federal A-133 audits and other performance measures related specifically to expenditures of the OASPR funds.

By my signature, I attest to understanding the goals of OASPR Hospital Preparedness Program (HPP) will support and comply with the HPP Capabilities as displayed in this Agreement and its attachments.

Participating Healthcare Coalition Member. Please fill in all information below:

Agency/ Organization: Hidalgo County

Address: 1304 S. 25th Ave

City, State, Zip: Edinburg, TX, 78542-7205

HPP Representative: Eduardo Olivarez

Name (please print): Ramon Garcia

Title: Hidalgo County Judge

Signature: _____

Date: _____

**Coastal Bend Regional Advisory Council
PO Box 18460
Corpus Christi, TX 78480**

Name: **Hilary Watt**

Title: **Executive Director**

Signature: _____

Date: June 22, 2017