

## **THE REGIONAL HEALTHCARE EMERGENCY PREPAREDNESS COALITION COUNTY- LEVEL HEALTHCARE COALITION COORDINATION AGREEMENT**

This REGIONAL HEALTHCARE EMERGENCY PREPAREDNESS COUNTY-LEVEL HEALTHCARE COALITION COORDINATION AGREEMENT (this "Agreement") is entered into as of this 1 day of July, 2023 (the "Effective Date") by and between COTS, an Ohio non-profit corporation ("COTS"), and ("Agency").

### **RECITALS**

- A. WHEREAS, the Agency is engaged in activities related to emergency management coordination, response and/or provision of health care services in the Central Ohio Disaster Preparedness Planning Region, and
- B. WHEREAS, COTS has received grant monies from the Ohio Department of Health (ODH) to act as a regional disaster preparedness coordinator for the Central region by planning and funding the community's disaster preparedness efforts;
- C. WHEREAS, COTS desires to engage the Agency to develop, implement and enhance disaster preparedness plans and protocols;
- D. NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties agree to the following:

### **ARTICLE I. Contractor Responsibilities**

#### **Agency shall:**

- 1. Work with and report major milestones, as identified by COTS, to the COTS Regional Coalition Coordinator, Arin Tracy, 1390 Dublin Road, Columbus, Ohio 43215
- 2. Agency shall perform the Services consistent with the National Response Framework (NRF), the National Incident Management System (NIMS), the National Preparedness Goals (NPG), the Homeland Security Exercise and Evaluation Program (HSEEP) criteria, and the terms and conditions of this Agreement.
- 3. The manner and means of providing the Services are under the sole control of Agency. However, the Services contemplated herein must be acceptable to COTS and shall be subject to COTS' general right of supervision over its business affairs to secure satisfactory performance of Agency.

#### **Project Deliverables**

- 1. **Engagement in County-Level Healthcare Coalition** – The Agency is hereby engaged by COTS to coordinate the Coalition's development, implementation and enhancement of community disaster preparedness plans and protocols with the following participants:

hospitals, Emergency Management Agencies, public health authorities, EMS, long term care facilities, nursing homes, American Red Cross, hospice providers, Federally Qualified Health Centers, urgent care centers, home health providers, and other healthcare partners in the community (hereafter, the “Coalition”) in accordance with the State Fiscal Year (SFY2024) Grant for Regional Health Care Preparedness Program.

2. **Responsibilities of Agency Regarding Coalition Coordination Funding** – as a condition to receiving any of the funds for use in Coalition activities, which amount shall not exceed \$7,000, Agency shall comply with all of the following (more detail provided in Exhibit A):
  1. Distribute surveys, tools and other documents developed by the regional coalition to local partners; this would include important event information shared by COTS Staff.
  2. Distribute the Regional Coalition Memorandum of Understanding to new local coalition partners. To be eligible to participate in the full-scale exercises, coalition members must have a signed MOU on file and must complete at least 2 communication drills prior to the full-scale exercise.
  3. Each local coalition must have a lead agency and designate a co-lead or back up agency to assist with information sharing during an event. Provide this information on the new \*\*Local Coalition Admin form on SharePoint by August 31, 2023.
  4. Submit Coalition Agreement to Regional Healthcare Coalition Coordinator by August 31, 2023.
  5. Preparedness Domain: Community Resilience Objective–Healthcare Coalition Meetings. Coordinate and hold at minimum two local coalition meetings during the grant year. Ensure meeting dates are sent to Regional Healthcare Coalition Coordinator. Share and approve the local budget and proposed allocation of funds. Upload all meeting documents to local county healthcare coalition SharePoint site (meeting documentation should include sign in sheets, meeting minutes with coalition deliverable discussions, and any presentation material).
  6. Preparedness Domain: Community Resilience Objective–Healthcare Coalitions. The Healthcare Coalition Point of Contact or his/her designee will attend the Full Healthcare Coalition Meetings. (4 total meetings). August & October; March & May.
  7. Preparedness Domain: Community Resilience Objective–Healthcare Coalitions. Maintain a contact list of coalition members, active participation status, and MOU status. Complete the new \*\*Central Region Local Coalitions Membership form on SharePoint. Ensure the DATE of review/revision. Due by August. 31, 2023 and February 1, 2024.
  8. Present emPOWER numbers for the county with comparison from previous numbers at 2 coalition meetings and discuss how using this information can aid the responders in knowing where electricity dependent individuals live. Upload document into the local county healthcare coalition SharePoint page, due by Dec. 31, 2023, and May 31, 2024.

9. Preparedness Domain: Information Sharing Objective–Communication Drills. The Healthcare Coalition POC will track coalition member participation in monthly communication drills. Upload the communication tracker into the local county healthcare coalition SharePoint page by May 31, 2024.
10. Upload the county healthcare coalition HVA detailing the impacts on healthcare in the county by December 31, 2023. A review/revised date must be included in the HVA.
11. Upload the county healthcare coalition Charter or Bylaws by December 31, 2023. A review/revise date must be included in the Bylaws.
12. Upload the county healthcare coalition Concept of Operations Plan (CONOPS) by December 31, 2023. A review/revise date must be included in the CONOPS Plan.
13. Upload the county healthcare coalition Communication Plan by December 31, 2023. A review/revise date must be included in the Communication Plan.
14. Facilitate and evaluate a local coalition TTX, utilizing TTX in a box provided by COTS and complete the brief evaluation report provided by COTS. Upload the information by May 31, 2024.
15. Lead and/or Alternate Lead Agency participates in the ODH and HCC Statewide Chemical Emergency Surge TTX.
16. The Agency shall comply with the Equal Employment Opportunity (Executive Orders 11246 and 11375) and as supplemented by 41 CFR part 60. The Agency shall submit an invoice to COTS no later than June 3, 2024, stating that all deliverables have been met for the 2023-2024 grant year.

COTS shall pay the amount specified above within thirty days contingent on Agency's performance of all deliverables identified on Exhibit A and receipt of invoice.

3. **Allocation of Funds** – During the term of this Contract and subject to the terms and conditions set forth herein, COTS shall allocate funds (in an amount not to exceed that identified in Section 2) received from the Ohio Department of Health to the Agency. Payment of the funds to the Agency shall be contingent upon COTS receipt of funds from ODH. A delay in ODH payment to COTS may result in a delay in the payment by COTS of funds to the Agency. The Agency acknowledges the potential for delay in its receipt of funds as a result of the preceding sentence. The Parties each agree to be responsible for any personal injury or property damages caused by its acts or omissions as determined by a court of competent jurisdiction or as the Parties may otherwise mutually agree. The Agency acknowledges and understands the COTS makes no representations that the Agency receipt of the funds is guaranteed, and COTS is in no way responsible for reimbursing the Agency for any expenses incurred in anticipation of the Funds.
4. **Use of Funds** – During the term of this Contract and subject to the terms and conditions set forth herein, the Agency shall use the Coalition Coordination funds to enhance the disaster preparedness of the community through holding the prescribed meetings and completing the identified deliverables as further provided in Exhibit A. Funds shall not be used for any unallowable costs as identified on Exhibit B attached hereto. The Agency

shall at all times expend funds in compliance with the RFP and ODH's Grants Administration Policy and Procedure (GAPP) manual.

**\* Any purchase \$1,000 or greater must be submitted to COTS with a justification and approved by the Regional Healthcare Coordinator.**

**\* Local coalition budgets must be approved by the local coalition and documented in the meeting minutes.**

**\*No ASPR/HPP funding can be used for entities covered under the Centers for Medicare and Medicaid Emergency Preparedness Rule (CMS) to meet conditions for participation. (i.e., writing plans, developing exercises)**

5. **Records and Audit** – The agency shall maintain accounts and records adequate to identify and account for all expenditures made and funds received under this contract and all other records that COTS shall request the Agency to maintain from time to time. All disbursements for funds shall be only for obligations incurred in the performance of the Agency's Coalition Coordination Efforts and shall be supported by contracts, invoices, vouchers, and other data, as appropriate to support such disbursements. These accounts and records shall be retained for five (5) years after (i) expiration or termination of this Contract; or (ii) final payment of the Funds under this Contract, whichever is later, and during such period the Agency agrees to provide COTS with access to and the right to examine any books and records involving transactions related to this Contract. The Agency further agrees that all such accounts and records shall be kept in an orderly and readily identifiable fashion. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations, or other actions related to the funds that an Agency has knowledge of prior to the expiration of the foregoing retention period, then the Agency agrees to continue to maintain all accounts and records until the final resolution of such litigation, claims, audits, negotiations, or other actions.
6. **Requests for Coalition Specific Information** – The Coalition Point(s) of Contact shall promptly reply to COTS' request for Coalition specific information relating to meeting deliverables and/or other requests related to readiness/preparedness inquiries from ODH or COTS in a timeframe set forth by COTS.
7. **Reduction of Funds/Termination** – COTS may terminate all or any part of this Contract and the Agency's right to receive funds and any obligation of the Agency to perform Healthcare Coalition Coordination Efforts pursuant to this Contract immediately upon providing written notice to the Agency. The Agency also may terminate all or any part of this Contract and will forfeit the right to receive funds and any obligation of the Agency to perform Healthcare Coalition Coordination Efforts to this Contract immediately upon providing written notice to the COTS. If funds were already received by the Agency but

were unspent at the time of such contract termination, such unspent funds must be returned to COTS in full within 30 days of such contract termination.

8. **Continued Effect of this Contract** – The parties agree that the terms of this Contract shall remain in full force and effect upon execution by both parties until June 30, 2024, or until a new Contract is executed by and between the parties or at such time that COTS' grant to act as regional disaster preparedness coordinator for the Central Region is terminated or expires, in which case the Contract shall automatically terminate. All State Fiscal Year 2024 ASPR funds must be spent or encumbered by June 15, 2024.
9. **Amendments** – The parties acknowledge that from time to time it may be necessary to amend the scope, terms, funds awarded or some other aspect of this Contract and agree that all changes to this Contract must be evidenced by either an amendment or an amended and restated Contract signed by all parties to this Contract.
10. **Binding Agreement** – This Contract is intended to be a legal binding agreement upon the parties with respect to all provisions stated herein and shall be binding upon the legal representatives, successors, assigns and affiliates, and subsidiaries of the respective parties.
11. **Counterparts** – This Contract may be executed in one or more counterparts, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart.
12. **Assignment** – The Agency shall not subcontract any provision of this Contract to a third party without the express written approval of REF.
13. **Severability** – The provisions of this Contract are severable and in the event that one of more of the deliverables are found to be inconsistent with legal requirements upon any party, and therefore unenforceable, the remaining provisions shall remain in full force and effect.
14. **Governing Law** – This Contract shall be governed by and construed in accordance with the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflict law). The site of any dispute resolution (including any mediation, arbitration, or litigation) shall be in Franklin County, Ohio.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers on the day and year first written above,

\_\_\_\_\_  
Mysheika W. Roberts, MD, MPH, Health Commissioner  
Columbus Public Health  
TIN: 31-6400223

\_\_\_\_\_  
Date



\_\_\_\_\_  
Robert Falcone, M.D. COTS CEO  
TIN: 311592734

\_\_\_\_\_  
7/1/2023  
Date

**Exhibit A**  
**County-Level Healthcare Coalition Coordination**  
**2023-24 Deliverables**

1. Distribute surveys, tools and other documents developed by the regional coalition to local partners; this would include important event information shared by COTS Staff.
2. Distribute the Regional Coalition Memorandum of Understanding to new local coalition partners. To be eligible to participate in the full-scale exercises, coalition members must have a signed MOU on file and must complete at least 2 communication drills prior to the full-scale exercise.
3. Each local coalition must have a lead agency and designate a co-lead or back up agency to assist with information sharing during an event. Provide this information on the new \*\*Local Coalition Admin form on SharePoint by August 31, 2023.
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15. Lead and/or Alternate Lead Agency participates in the ODH and HCC Statewide Chemical Emergency Surge TTX.
16. The Agency shall comply with the Equal Employment Opportunity (Executive Orders 11246 and 11375) and as supplemented by 41 CFR part 60. The Agency shall submit an invoice to COTS no later than June 3, 2024, stating that all deliverables have been met for the 2023-2024 grant year.



## **Exhibit B**

### **Unallowable Costs:** Funds **may not** be used for the following:

1. To advance political or religious points of view or for fund raising or lobbying; but must be used solely for the purpose as specified in this announcement;
2. To disseminate factually incorrect or deceitful information;
3. Consulting fees for salaried program personnel to perform activities related to grant objectives;
4. Bad debts of any kind;
5. Lump sum indirect or administrative costs;
6. Contributions to a contingency fund;
7. Entertainment;
- 8 Fines and penalties;
9. Membership fees -- unless related to the program and approved by ODH;
10. Interest or other financial payments;
11. Contributions made by program personnel;
12. Costs to rent equipment or space owned by the funded agency;
13. Inpatient services;
14. The purchase or improvement of land; the purchase, construction, or permanent improvement of any building;
15. Satisfying any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds;
16. Travel and meals over the current state rates (see OBM website: <http://obm.ohio.gov/MiscPages/TravelRule> then click on OBM Travel Rule.)
17. Costs related to out-of-state travel, unless otherwise approved by ODH, and described in the budget narrative;
18. Training longer than one week in duration, unless otherwise approved by ODH;
19. Contracts for compensation with advisory board members;
20. Grant-related equipment costs greater than \$300, unless justified and approved by ODH;
21. Payments to any person for influencing or attempting to influence members of Congress or the Ohio General Assembly in connection with awarding of grants;
22. Purchase of radio communications that are not MARCS compliant and approved by ODH.
23. Purchase of vehicles;
24. Replacement or maintenance of any existing equipment or items that a health care provider already has in their inventory that was not previously purchased with ASPR funds or not deemed for emergency response
25. Fit testing of N95 masks by outside contractors
26. Testing costs to evaluate employees who do not pass fit testing
27. Medication for patient treatment or patient prophylaxis unless specifically waived by ODH on a case by case basis
28. Ante rooms that do not have a negative air pressure system attached
29. Construction or major renovations
30. The purchase of antivirals for prophylaxis
31. Critical Infrastructure Protection activities at the individual facility level without prior approval from ODH
34. New staff positions, unless justified and approved by ODH;
35. Advertising, other than for recruitment and/or procurement;
36. Out of Country travel

**Use of grant funds for prohibited purposes will result in the loss and/or recovery of those funds.**

**Exhibit C**  
**Stop the Bleed Campaign Recommendations**

- A. Coalitions are encouraged to conduct at least (1) Stop the Bleed training course in your county with a target audience of lay people or law enforcement.
- a. Who can teach the B-Con (Bleeding Control for the Injured) course:
- Certified Athletic Trainer
  - Certified Registered Nurse Anesthetist
  - Dentist
  - Emergency Medical Responder
  - Emergency Medical Technician
  - Licensed Practical Nurse
  - Licensed Vocational Nurse
  - Nurse Practitioner
  - Occupational Therapist
  - Pharmacist
  - Physical Therapist
  - Physician/Surgeon
  - Physician Assistant
  - Registered Dietitian
  - Registered Nurse
  - Respiratory Therapist
  - Ski Patrol
  - Sworn Law Enforcement Officer
  - Veterinarian
- b. Stop the Bleed Training materials are available on the National Association of Emergency Medical Technicians (NAEMT) website
- B. Recommend the purchase of Combat Application Tourniquets to pre-position at venues where large groups gather in your county.
- a. Ideas for venues to approach for placement of tourniquets:
- i. Schools
  - ii. Churches
  - iii. Concert Halls
- C. A Receipt form will be provided to use for the venue to sign upon acceptance of the tourniquets.
- D. Websites of Interest:
- a. <https://www.naemt.org/education/education-overview>
  - b. [www.dhs.gov/stopthebleed](http://www.dhs.gov/stopthebleed)
- E. STB training is not a required deliverable for the 2023-2024 grant year.

Acronyms:

HVA – Hazard Vulnerability Assessment

TTX – Tabletop Exercise