Proposed Memorandum of Agreement and Addendum with State Coordinating Office Lead Regional Advisory Council for Emergency Medical Task Force and Texas Mass Fatality Operations Response Team

Briefing Date: Mar 3 2020
Funding Source: N/A
Originating Department: Forensics
Prepared by: Cathy Self
Recommended by: Cathy Self

BACKGROUND INFORMATION:
The Texas Emergency Medical Task Force (TxEMTF) is a statewide health and medical disaster response program that works with healthcare partners to build deployable health and medical assets and teams of personnel, now including assets for mass fatality incident (MFI) response. The Texas Mass Fatality Operations Response Team (TMORT) is a deployable state asset designed to support local Medical Examiner and/or Justice of the Peace operations following a disaster incident involving multiple fatalities. In 2017, TMORT was officially incorporated into the TxEMTF.

A Memorandum of Agreement (MOA) must be executed with the Department of State Health Services-designated Lead Regional Advisory Council, Southwest Texas Regional Advisory County (STRAC), for a local medicolegal jurisdiction to receive TxEMTF assets and personnel on a State Mission Assignment (SMA) or to participate in the response to a MFI in another medicolegal jurisdiction. In addition to the TxEMTF MOA, the TMORT addendum broadens the eligible partners to include local and regional governmental entities, and other groups and organizations that were not originally TxEMTF partners.

The Southwestern Institute of Forensic Sciences (SWIFS) is requesting approval of an Emergency Medical Task Force agreement with the STRAC (see Attachment A) and the companion addendum that pertains specifically to TMORT and MFI incidents (see Attachment B). The purpose of this briefing is to provide information regarding the proposed agreement and addendum and to recommend Commissioners Court approval of the MOA and the addendum to the MOA.

OPERATIONAL IMPACT:
The purpose of the proposed MOA and addendum is to provide a mechanism through which local jurisdictions can request, or provide support to, other medicolegal jurisdictions within the state following a MFI that exceeds local capabilities and meets a state-defined response threshold based on complexity, duration or cost. The proposed MOA and addendum are not intended to replace local mutual aid agreements where deployments are less than 12 hours long and initiated at the request of a local jurisdiction rather than the state.
The primary benefit to the County from SWIFS participation in this program is the ability to request resources and assets following a MFI. These resources may include personnel, such as forensic pathologists, forensic anthropologists, death investigators, and autopsy technicians, to support the recovery, examination, identification, and release of decedents involved in a disaster. This agreement strengthens Dallas County's ability to respond to and recover from a MFI.

Due to the inherently urgent nature of any TMORT requests for SWIFS staff resources, we request permission for the Director and Chief Medical Examiner to review the request, consider the department resources available to respond to the request, and make a determination regarding SWIFS response capability at that time. If he determines that a deployment of department personnel in response to a TMORT request is warranted, he must first obtain the written concurrence of his supervising Assistant County Administrator or the County Administrator. If SWIFS personnel are deployed to a SMA, the Court will be briefed at the next available opportunity.

For a MFI exceeding SWIFS capabilities, access to additional resources, including TMORT assistance will follow protocols established in the Dallas County Health and Human Services Public Health and Preparedness Division *All Hazards Response Plan, Capability 5: Fatality Management Plan and the Family Assistance Center Guide*.

**FINANCIAL IMPACT:**

There is no explicit cost or requirement to commit Dallas County resources associated with signing this MOA. When deployed with on a State Mission Assignment (SMA), all costs associated with the deployment are reimbursed by Texas Department of State Health Services, including travel, lodging, and hours worked. If SWIFS is requested to provide support for ongoing deployment, there is no obligation for any staff or equipment to be deployed (meaning SWIFS can decline at any time for any reason). Also, Dallas County can request support for a qualified MFI incident at no direct cost.

**LEGAL IMPACT:**

The proposed agreement has been reviewed by the District Attorney Civil Division and approved as to form.

Consistent with other types of mutual aid agreements, TMORT participants assume legal and financial responsibility for their personnel and equipment for the duration of activation or deployment.

**PROJECT SCHEDULE:**

The term of the agreement is ongoing until cancelled by either party with 30 day written notice to the other.

**SBE PARTICIPATION:**

N/A

**ADMINISTRATIVE PLAN COMPLIANCE:**

SWIFS collaboration with TMORT to support statewide responses to MFI is consistent with Administrative Plan visions for Dallas County being a proactive regional and statewide partner and actively contributes to public health preparedness goals for Dallas County.
RECOMMENDATION:
The Southwestern Institute of Forensic Sciences recommends Commissioners Court approval of the Memorandum of Agreement with the Southwest Texas Regional Advisory Council for the Emergency Medical Task Force and the addendum to include the Texas Mass Fatality Operations Response Team and that the County Judge be authorized to sign necessary related documents on behalf of Dallas County.

MOTION:
On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the Southwestern Institute of Forensic Sciences recommendation for a Memorandum of Agreement with the State Coordinating Office Lead Regional Advisory Council for Emergency Medical Task Force and the addendum to include the Texas Mass Fatality Operations Response Team and authorizes the County Judge to sign necessary related documents on behalf of Dallas County.

CONTRACT DETAILS:
Contract Title: Memorandum of Agreement between Lead Regional Advisory Council and Sponsoring Entity for Emergency Medical Task Force and Addendum to the Memorandum of Agreement between State Coordinating Office Lead Regional Advisory Council and Sponsoring Entity for Emergency Medical Task Force and Texas Mass Fatality Operations Response Team
Description: MOA and Addendum for Mass Fatality Response
Transaction Type: New
Contract Number: N/A
Total Cost: N/A
Start Date: March 3, 2020
Expiration Date:
Vendor: Department of State Health Services Lead Regional Advisory Council

ATTACHMENTS:
Att A-TxEMTF MOA V.2015 TMORT Dallas FINAL
Att B-TxEMTF TMORT MOA Addendum Dallas FINAL
COURT ORDER 2020-0227

Proposed Memorandum of Agreement and Addendum with State Coordinating Office Lead Regional Advisory Council for Emergency Medical Task Force and Texas Mass Fatality Operations Response Team

On a motion made by Commissioner JJ Koch, and seconded by Commissioner John Wiley Price, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: March 3, 2020
FUNDING SOURCE: N/A

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the Southwestern Institute of Forensic Sciences recommendation for a Memorandum of Agreement with the State Coordinating Office Lead Regional Advisory Council for Emergency Medical Task Force and the addendum to include the Texas Mass Fatality Operations Response Team and authorizes the County Judge to sign necessary related documents on behalf of Dallas County.

Done in open Court March 3, 2020 by the following vote:

IN FAVOR: County Judge Clay Jenkins, Commissioner Dr. Theresa Daniel, Commissioner JJ Koch, Commissioner John Wiley Price, and Commissioner Dr. Elba Garcia

OPPOSED: None
ABSTAINED: None
ABSENT: None

Recommended by: Cathy Self
Originating Department: Forensics
MEMORANDUM OF AGREEMENT  
between  
LEAD REGIONAL ADVISORY COUNCIL  
and  
SPONSORING ENTITY  
for  
EMERGENCY MEDICAL TASK FORCE  

1. PARTIES

The Parties to this Memorandum of Agreement ("Agreement") are a Department of State Health Services designated Lead Regional Advisory Council ("Lead RAC") Southwest Texas Regional Advisory Council (STRAC), properly authorized to do business in the State of Texas, and Dallas County, acting through the Southwestern Institute of Forensic Sciences at Dallas, as a Sponsoring Entity, hereafter referred to as "Sponsoring Entity" that wishes to participate as a member of the Emergency Medical Task Force ("EMTF").

Entities eligible to participate in the Emergency Medical Task Force Program include:

a. Pre-hospital Emergency Medical Services Providers

i) Must be a DSHS Licensed Emergency Medical Services Provider or First Responder Organization (FRO).
ii) Must meet Texas Department of State Health Services (DSHS) requirements for minimum, lawful staffing per applicable DSHS licensure.
iii) Must have at least twelve (12) months of experience providing emergency medical services in the State of Texas.
iv) Must maintain a business office within the boundaries of the State of Texas.
v) Must adhere and abide by all federal, state and local laws and rules and must adhere and abide by the Texas Health & Safety Code, Chapter 773, Emergency Medical Services and the Texas Administrative Code, Title 25: Health Services, Chapter 157: Emergency Medical Care during the time of its deployment to provide mutual aid in a pending or actual disaster.

b. Healthcare Facility Clinical Personnel

i) Must operate a Department of State Health Services licensed General Hospital.
ii) Must maintain a business office within the boundaries of the State of Texas.
iii) Must adhere and abide by all federal, state and local laws and rules and must adhere and abide by the Texas Health & Safety Code, Chapter 241, Hospitals and the Texas Administrative Code, Title 25: Health Services, Chapter 133: Hospital Licensing.

c. Physician and Professional Clinical Groups

i) Must be a business doing business in the State of Texas, providing board certified Emergency Medicine Physicians, Physician Assistants and Nurse Practitioners.
ii) Must maintain a business office within the boundaries of the State of Texas.
2. EXECUTIVE SUMMARY

The Texas Emergency Medical Task Force is comprised of eight regional teams, strategically located throughout the State of Texas, aligned with the DSHS Public Health Regions. These regional teams leverage existing relationships with EMS Providers, Fire Departments, Hospitals and Healthcare Organizations to provide personnel and essential resources available to respond within its specific region or throughout the State when needed. In general, regional deployments are shorter than 12 hours in duration and are initiated at the request of a local partner or jurisdiction. This type of activation constitutes regional mutual aid; therefore reimbursement may not be available. Activations originating at the state level will include a mechanism for reimbursement through a State Mission Assignment (“SMA”). Additionally, an incident that exceeds twelve (12) hours in duration will include a mechanism for reimbursement per Chapter 418 of the Texas Government Code. It is important to note that an incident which warrants a State Mission Assignments can occur anywhere within the State of Texas and that Parties to this memorandum may be activated on a regional mutual aid request and transitioned to a State Mission Assignment when the incident exceeds the State threshold based on complexity, duration or cost. Additionally, the Emergency Medical Task Force may be activated by the State of Texas to respond outside the State, if requested by other States or through the Federal Emergency Management Agency, the Federal Health and Human Service Department or another duly authorized federal agency.

The Emergency Medical Task Force Program consists of seven components: Task Force Leadership, Ambulance Strike Teams, Ambulance Buses, Mobile Medical Units, Registered Nurse Strike Teams, Medical Incident Support Teams and Ambulance Staging Management Teams. These components provide maximum flexibility for the activation, deployment and utilization of specialized teams and resources needed for unique situations and missions resulting from tragedies, such as hurricanes, tornadoes, earthquakes, wildfire, flooding, terrorism and any other natural or manmade disaster.

The Emergency Medical Task Force relies on active participation from partners and stakeholders within each region and across the State of Texas to provide this valuable response capability to the citizens of Texas.

3. PREEMPTION

a. This Agreement is not intended to replace any mutual aid agreement or compact that a Sponsoring Entity legally has in place in its community.

b. Any business or contractual relationship that exists outside the scope of this Agreement between the Lead RAC and the Sponsoring Entity shall remain in full effect, and where provisions are applicable to multiple agreements, the Parties agree to comply with the higher standard.
c. Parties agree that the Sponsoring Entity has the right to accept or decline an activation request during the process.

d. The Lead RAC has final authority to assign Resources to positions within the team for a specific activation.

4. LIABILITY

a. Sponsoring Entity shall have no right, and does by this Agreement waive its right, to file a claim(s) against DSHS, the State of Texas, and the Lead RAC for any personal or property injuries, damages or requests for State subrogation for any tort that they may incur during activation or arising therefrom, or any other claims filed against them as a result of their activities during activation. DSHS, the State of Texas, and the Lead RAC do not waive any immunity from suit or liability that they may have under state/federal laws and the Texas constitution notwithstanding the above. To the extent that Resource is a local governmental entity, unit of State government, or a Texas political subdivision, the waivers provided herein are further subject to state law and the Texas constitution which may make them unenforceable in whole or in part.

b. Sponsoring Entity shall assume responsibility for liability claims, malpractice claims, disability claims, workers' compensation claims, attorneys' fees, and other incurred costs to the extent required by Texas law for its personnel and equipment.

c. The Sponsoring Entity shall continue to assume legal and financial responsibility of the personnel and equipment for the duration of activation or deployment.

5. RESOURCE CREDENTIALING

a. Sponsoring Entity shall ensure that all personnel meet all licensing, training and certification requirements related to his/her particular profession and/or mission.

b. Sponsoring Entity shall ensure that all personnel are actively employed and engaged in the clinical specialty which they are assigned within the team.

6. REIMBURSEMENT

a. Summary

i) The Emergency Medical Task Force Program, in conjunction with the Department of State Health Services, committed to timely reimbursement of Sponsoring Entities that provide resources and personnel in times of disaster.

ii) Sponsoring Entities are encouraged to file their reimbursement packets through their Lead RAC as quickly as possible to ensure timely reimbursement from DSHS but no later than 6 (six) months after the demobilization.

iii) Reimbursement for costs associated with EMTF activities will be process and paid
within 45 days. The 45 day reimbursement timeline will begin only after a completed reimbursement packet is accepted by the Department of State Health Services.

7. TERM

a. The term of this Agreement is ongoing until cancelled by either party with 30 day written notice to the other. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of law rules.

8. MODIFICATION

a. This Agreement constitutes the complete agreement between the Parties relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether written or oral, with respect to such matters.

b. This Agreement may only be modified through a written amendment signed by the Parties and thus no oral modifications hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement periodically as may be required by federal or State law.

c. Operational plans and administrative procedures pertaining to the participation of the Sponsoring Entity within the program will be facilitated through the Sponsoring Entity Point of Contact, listed below. Changes to the individual identified as the Sponsoring Entity Point of Contact shall be submitted in writing by the authority signed below.

   Sponsoring Entity Point of Contact:
   Name: Dr. Christian Crowder
   Title: Southwestern Institute of Forensic Sciences
d. Any notice required under this Agreement to be given to either the Lead RAC or the Sponsoring Entity shall be made in writing to:

Lead RAC: STRAC  
Attn to: Eric Epley  
Address: 7500 U.S. HWY 90W Suite 200  
City, State: San Antonio, Texas  
Zip: 78227

Entity: Southwestern Institute of Forensic Sciences  
Attn to: Dr. Jeffery J. Barnard  
Address: 2355 N. Stemmons Freeway  
City, State: Dallas, Texas  
Zip: 75207

With copy to:  
Russell Roden, Chief  
Civil Division, Dallas County Criminal District Attorney’s Office  
411 Elm Street, 5th Floor; Dallas, TX 75205

IN WITNESS WHEREOF and acknowledging acceptance of the foregoing, the Parties affix their signatures hereto

Southwest Texas Regional Advisory Council (STRAC)

Signature

Printed Name: Eric Epley  
Title: Executive Director  
Date:  

DALLAS COUNTY, acting through the SOUTHWESTERN INSTITUTE OF FORENSIC SCIENCES at DALLAS

Signature

Printed Name: Clay Lewis Jenkins  
Title: Dallas County Judge  
Date: March 3, 2020

Approved as to Form*:  
DALLAS COUNTY
John Creuzot  
Criminal District Attorney  

Ashley D. Fourn  
Assistant District Attorney

Recommended by:  
Dr. Jeffrey J Barnard  
Chief Medical Examiner/Director  
Dallas County Southwestern Institute of Forensic Sciences

*By law, the District Attorney’s Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).
ADDENDUM to the MEMORANDUM OF AGREEMENT
between
STATE COORDINATING OFFICE LEAD REGIONAL ADVISORY COUNCIL
and
SPONSORING ENTITY
for
EMERGENCY MEDICAL TASK FORCE and TEXAS MASS FATALITY OPERATIONS RESPONSE TEAM

The following addendum provides information to facilitate inclusion of additional local and regional resources pertaining to the Texas Mass Fatality Operations Response Team (TMORT).

1. PARTIES

Entities eligible to participate in the Texas Mass Fatality Operations Response Team component of the Emergency Medical Task Force Program include:

a. Local and Regional Governmental Entities
   i) Must be a political subdivision of the State of Texas.
   ii) Must be currently licensed, certified or recognized by the Texas Department of State Health Services to perform the activities required by the Texas Emergency Medical Task Force.
   iii) Must be currently providing services commensurate with functions and services required to perform the activities required by the Texas Emergency Medical Task Force Program within the boundaries of the political subdivision.
   iv) Must maintain a business office within the boundaries of the State of Texas.
   v) Must adhere and abide by all applicable federal, state and local laws and rules, regulation and statute pertaining to the duties performed during the time of its deployment to provide mutual aid in a pending or actual disaster.

b. Public or Private Academic Institutions
   i) Must be a public university or college recognized by the Texas Legislature and engaged in professional or educational pursuits that coincide with the activities of the Texas Emergency Medical Task Force.
   ii) Must provide proof of accreditation for professional or educational programs that provide personnel to the Texas Emergency Medical Task Force,
   iii) Must be currently providing services commensurate with functions and services required to perform the activities required by the Texas Emergency Medical Task Force Program within the academic institution.
   iv) Must provide qualified, credentialed, licensed and/or certified faculty or staff that meet the minimum criteria set by the Texas Emergency Medical Task Force for each position for which personnel are provided.
   v) Must provide students that are in good academic and financial standing with the college/university, recommended by faculty/staff, and meet the minimum criteria set by the Texas Emergency Medical Task Force for each position for which personnel are provided.
vi) Must adhere and abide by all applicable federal, state and local laws and rules, regulation and statute pertaining to the duties performed during the time of its deployment to provide mutual aid in a pending or actual disaster.

c. Private Clinical Practice Physician or Group
i) Must be an entity doing business in the State of Texas, providing board certified providers in an applicable field engaged in mass fatality operations, to include but not limited to forensic identification, pathology or social services.
ii) Must maintain a business office in the State of Texas
iii) Must maintain records of training, licensure and/or certification of all employees participating in the program, to include credentialing, which meets the minimum position requirements established by the Texas Emergency Medical Task Force.
iv) Must be willing to provide salary and employment benefits to team members during deployment, and able to pursue and process reimbursement from the requesting agency.
v) Must adhere and abide by all applicable federal, state and local laws and rules, regulation and statute pertaining to the duties performed during the time of its deployment to provide mutual aid in a pending or actual disaster.

d. Non-Governmental Organizations
i) Must be an entity doing business in the State of Texas, providing services in an applicable field able to support Texas Emergency Medical Task Force functions and activities, to include but not limited to forensic identification, pathology, operational support, logistics or social services.
ii) Must maintain a business office in the State of Texas
iii) Must maintain records of training, licensure and/or certification of all employees participating in the program, to include credentialing, which meets the minimum position requirements established by the Texas Emergency Medical Task Force.
iv) Must be willing to provide salary and employment benefits to team members during deployment, and able to pursue and process reimbursement from the requesting agency.
v) Must adhere and abide by all applicable federal, state and local laws and rules, regulation and statute pertaining to the duties performed during the time of its deployment to provide mutual aid in a pending or actual disaster.

2. EXECUTIVE SUMMARY

The Texas Department of State Health Services and the Texas Disaster Medical System have approved the inclusion of the Texas Mass Fatality Operations Response Team (TMORT) within the Emergency Medical Task Force system in order to facilitate activation and coordination of these ESF-8 response resources under the Texas EMTF MOA.

The planning and pre-deployment coordination of the Texas Mass Fatality Operations Response Team will be consolidated through the Southeast Texas Regional Advisory Council to reduce redundant planning and logistics efforts with this specialized response capability.
Activation and Deployment of these resources will follow existing policies and procedures for all other EMTF components, utilizing State Mission Assignments from the State Medical Operations Center to the EMTF State Coordinating Office.

3. PREEMPTION

Not applicable since no provisions in Section 3 (Preemption) require additional detail.

4. LIABILITY

Not applicable since no provisions in Section 4 (Liability) require additional detail.

5. RESOURCE CREDENTIALING

Not applicable since no provisions in Section 5 (Resource Credentialing) require additional detail.

6. REIMBURSEMENT

Not applicable since no provisions in Section 6 (Reimbursement) require additional detail.

7. TERM

Not applicable since no provisions in Section 7 (Term) require additional detail.

8. MODIFICATION

Not applicable since no provisions in Section 8 (Modification) require additional detail.
IN WITNESS WHEREOF and acknowledging acceptance of the foregoing, the Parties affix their signatures hereto

Southwest Texas Regional Advisory Council (STRAC)

Signature

Printed Name: Eric Epley
Title: Executive Director
Date

DALLAS COUNTY, acting through the
SOUTHWESTERN INSTITUTE OF
FORENSIC SCIENCES at DALLAS

Signature

Printed Name: Clay Lewis Jenkins
Title: Dallas County Judge
Date

Approved as to Form*:
DALLAS COUNTY
John Creuzot
Criminal District Attorney

Ashley D. Fourt
Assistant District Attorney

Recommended by:

Dr. Jeffrey J Barnard
Chief Medical Examiner/Director
Dallas County Southwestern Institute of
Forensic Sciences

*By law, the District Attorney’s Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).