



North Central Texas Trauma Regional Advisory Council
Texas Department of State Health Services
HOSPITAL PREPAREDNESS PROGRAM
PRIVATE SUBCONTRACTOR / PARTICIPATING AGENCY AGREEMENT
YEARS 16 - 20, July 1, 2017 – June 30, 2022

This Subcontractor / Participating Agency Agreement (the “Agreement”) is entered into with effective dates between the final signatory date and June 30, 2022, by and between the following parties:

Subcontractor / Participating Agency	NCTTRAC
Agency Name: _____	North Central Texas Trauma Regional Advisory Council _____
Street Address: _____	600 Six Flags Drive, Suite 160 _____
City / State / Zip: _____	Arlington, TX 76011 _____
Agency Location	<input type="checkbox"/> TSA – C (Wichita Falls) <input type="checkbox"/> TSA – D (Abilene) <input type="checkbox"/> TSA – E (DFW)
Agency Type	<input type="checkbox"/> Hospital <input type="checkbox"/> EMS <input type="checkbox"/> Emergency Management <input type="checkbox"/> Public Health <input type="checkbox"/> Other:

A. Background

As part of the Texas Department of State Health Services (DSHS) Hospital Preparedness Program (HPP), the North Central Texas Trauma Regional Advisory Council (NCTTRAC) has been designated by DSHS as the Performing Agency under an agreement with the DSHS Division of Regional and Local Health Services, effective July 1, 2017 and expiring June 30, 2022.

NCTTRAC, as the designated Performing Agency (as that term is defined in the agreement with DSHS), has been awarded funds for healthcare coalition preparedness on behalf of the Healthcare Coalition. The Healthcare Coalition is principally comprised of hospitals, Emergency Medical Services (EMS), public health agencies, and jurisdiction emergency management, in an area assigned by the State of Texas as Trauma Service Area E (TSA-E), which includes the counties of Collin, Cooke, Dallas, Denton, Ellis, Erath, Fannin, Grayson, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, and Wise; Trauma Service Area D (TSA-D), which includes the counties of Brown, Callahan, Coleman, Comanche, Eastland, Fisher, Haskell, Jones,

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Knox, Mitchell, Nolan, Shackelford, Stephens, Stonewall, Taylor, and Throckmorton; and Trauma Service Area C (TSA-C) which includes the counties of Archer, Baylor, Clay, Foard, Hardeman, Jack, Montague, Wichita, Wilbarger, and Young. This area defines the region assigned to Emergency Medical Task Force – 2 (EMTF-2).

NCTTRAC is responsible for planning and decision-making regarding the allocation of funds and implementation of critical benchmarks, planning, and coordination with regional response partners in accordance with the Work Plan and Performance Measures directed and approved by the DSHS. The Work Plan and performance measures are available upon request, as it may be amended from time – to – time.

NCTTRAC will provide the administrative support for the distribution and expenditure of HPP funding, equipment, services and supplies within the designated Healthcare Coalition. NCTTRAC will provide staff support for consultative and advisory committees and work groups supporting the program as set forth in the By-Laws, Standard Operating Procedures (SOPs), and / or other administrative guidance of the NCTTRAC. Documents referenced below will be made available through the NCTTRAC as requested.

Hospitals and related systems / providers, EMS agencies and related systems, and other healthcare coalition partners located within designated Healthcare Coalition boundaries are eligible to participate in the HPP.

In consideration of the agreements set forth below, NCTTRAC and the Participating Agency agree as follows:

B. Definitions

Subcontractors / Participating Agencies – Refers to all of the agencies entering into this agreement.

Hospital – per DSHS Chapter 133 Hospital Licensing Rules, a hospital is defined as a general hospital or a special hospital.

C. Terms and Termination

1. The Term of this Agreement will commence on the signatory date and continue in full force and effective until June 30, 2022 unless terminated as provided herein.
2. Either Party may terminate this Agreement upon providing 30 days prior written notice of the intended date of termination.
3. Termination of agreement by the Subcontractor / Participating Agency requires the timely return of HPP-associated funds and equipment and supplies.
4. Subcontractors / Participating Agencies that cease operations, including business closure and / or bankruptcy proceedings, shall notify NCTTRAC, and arrange for

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the transfer or return of all funds, equipment, and supplies associated with the HPP. Such transfer of equipment and / or supplies shall be accompanied by a closure inventory and transfer documentation.

5. Subcontractors / Participating Agencies which cease operations per Paragraph B.4. above shall identify the name(s) and contact information for individuals and / or agency(ies) that will coordinate HPP closeout procedures for the closing agency.
6. Subcontractors / Participating Agencies which experience a change in ownership or similar circumstances, which invalidates the previous commitment to the HPP as agreed herein, shall notify NCTTRAC of this change in status. Subcontractors / Participating Agencies may continue to participate in the HPP by submission of this agreement and the accompanying mutual aid agreement, under new signature, to NCTTRAC. Failure to submit a new agreement in a timely manner shall be considered as a termination indicated in Paragraph B.2. above.

C. Obligations of NCTTRAC

NCTTRAC agrees to:

1. Maintain a multi-functional advisory committee(s) organized per NCTTRAC By-Laws, SOPs, and / or administrative guidance, and comprised of representative healthcare coalition partners in support of the HPP.
2. Coordinate with the multi-functional advisory committee(s) to develop and administer the HPP work plans.
3. Provide training services for the use of required crisis application and redundant communications systems.
4. Provide regional communication platforms, training, exercises, and event coordination supporting Subcontractors / Participating Agency(ies) efforts to prepare for, and respond to disaster / emergency medical care events, and efforts to meet federal, state, regulatory, and / or national accreditation requirements, as required by federal or state HPP guidelines and in accordance with NCTTRAC's agreement with DSHS.
5. Provide acquisition services for the purchase and distribution of HPP - funded equipment and consumable supplies for Subcontractors / Participating Agencies.
6. Monitor implementation of HPP elements within Subcontractor(s) / Participating Agency(ies) in accordance with DSHS contract requirements.
7. Ensure participating agencies are made aware of any unused funds and reallocate such funds, if any, to pooled projects of regional benefit. All meetings that involve

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recommendations on use of funds will be open and inclusive of healthcare coalition partners, as available.

8. Comply with other HPP guidelines as may be required by DSHS.
9. NCTTRAC as Contractor shall comply, and shall require its subcontractors / participating agencies to comply, with the requirements of DSHS rules of general applicability and other applicable state and federal statutes, regulations and rules as such statutes, regulations and rules currently exist and as they may be lawfully amended. DSHS rules are located in the Texas Administrative Code, Title 25 (Rules). To the extent this (HPP) Contract imposes a higher standard, or additional requirements beyond those required by applicable statutes, regulations or the Rules, the terms of this (HPP) Contract shall control. Access to appropriate sections of the HPP contract, references, statutes, regulations, rules, and program guidance documents is found on the NCTTRAC website at www.ncttrac.org.

D. Obligations of Subcontractor/Participating Agencies

Subcontractor / Participating Agency agrees to:

1. Utilize regionally-required crisis application systems, including EMResource and WebEOC, in order to effect uniform situational awareness and common command, control, communications and information access prior to, during, and after, an emergency and / or disaster.
 - a) Provide and maintain a cadre of individuals trained in the use of crisis management systems.
 - b) Perform available bed reporting on a daily basis and as required by state and regional alerts for exercise and real events (applies to Hospitals only).
 - c) Update and maintain agency-specific data fields within crisis applications which reflect agency response capabilities.
 - d) Provide and maintain current a list of assigned agency representatives, along with appropriate contact information.
2. Execute a memorandum of sharing agreement (MOS) provided by NCTTRAC that will outline disaster response expectations and serve to facilitate sharing of medical and pharmaceutical supplies, staff, and services, if available, among healthcare coalition partners.
3. Participate in discussion – based workshops, (table-top) and operations – based exercises (drills, functional exercises, full - scale exercises) per contract year as specified in that respective year's NCTTRAC contract with DSHS and in accordance with the Homeland Security Exercise and Evaluation Program. Exercise participation requirements include:

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- a) Represent agency exercise requirements by participation in exercise planning sessions;
 - b) Participate in tabletop, discussion-based exercise leading to participation in operational based functional or full-scale exercise;
 - c) Complete and submit after-action reports and improvement plans for each exercise. Agency executive official(s) must participate in After Action Reviews of Coalition Surge Tests in which the agency participated (applies to Hospitals only).
 - d) Exercise participation requirements may be waived following submission of appropriate documentation, including after-action reports and corrective action plans, which reflect participation in actual local or state declared emergencies or disasters and in which the agency's emergency plans were tested.
4. Participate in quarterly exercising of redundant communications equipment and systems as specified in the NCTTRAC exercise plan.
 5. Promptly provide as requested by NCTTRAC or DSHS, any and all data / information concerning participating agency's level of readiness and all expenditures of allocated funds in order to meet the performance measures and be funded as specified in the Work Plan.
 6. Maintain a minimum level of preparedness of personal protective equipment and decontamination capability as outlined in the most current **OSHA Best Practices for Hospital-Based First Receivers of Victims from Mass Casualty Incidents Involving the Release of Hazardous Substances**, as is determined in the agency's hazard vulnerability assessment, and as may be required by DSHS (applies to Hospitals only).
 7. Report to NCTTRAC in NCTTRAC prescribed format:
 - a) All equipment, supplies and services received via DSHS HPP funding, for all years of participation in the HPP.
 - b) Maintain an inventory of such supplies / equipment per DSHS inventory management and disposition requirements. Such equipment and supplies shall be made available for inspection and audit by NCTTRAC, DSHS, and / or federal personnel, as applicable, to ascertain subcontractor compliance with federal Office of the Assistant Secretary for Preparedness and Response program requirements. Non-compliance may be cause for termination of this agreement.
 8. By its execution hereof, acknowledges that it has reviewed and is familiar with the General Provisions of the current fiscal year Department of State Health Services Contract, to which it is bound and in particular is aware of the Closeout procedures set forth therein for the return of all unused funds, equipment, and consumable supplies; specifically Article XIV, Sections 14.20 - 14.28. Disposition of all equipment and consumable supplies upon termination of this Agreement is strictly

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subject to the approval of the State of Texas Department of State Health Services as well as applicable federal law and regulations.

9. Comply with other program guidelines as may be required by NCTTRAC and / or DSHS in annual HPP contracts.
10. Subcontractors to this Agreement shall comply with all of DSHS' rules of general applicability and other applicable state and federal statutes, regulations and rules as such statutes, regulations and rules currently exist and as they may be lawfully amended. The DSHS rules are located in the Texas Administrative Code, Title 25 (Rules). To the extent this Agreement imposes a higher standard, or additional requirements beyond those required by applicable statutes, regulations or the Rules, the terms of this Agreement shall control. Access to appropriate sections of the HPP contract between NCTTRAC and DSHS including references, statutes, regulations, rules, and program guidance documents is found on the NCTTRAC website at www.ncttrac.org.

E. Title and Ownership of Property

Ownership and where applicable, title to all tangible and intangible equipment and consumable supplies purchased by and / or funded by NCTTRAC with HPP funds and made available to Subcontractor / Participating Agency, shall vest with Subcontractor / Participating Agency subject to the DSHS Contractor's Financial Procedures Manual provisions regarding Closeout procedures and DSHS final determination and process requirements.

F. Insurance

Subcontractor / Participating Agency agrees to maintain adequate insurance or other means of replacing all equipment and consumable supplies purchased with HPP funds in the event of their loss, theft, destruction or damage. Proof of such coverage or other means of replacing same shall be furnished to NCTTRAC upon its request.

G. Miscellaneous

1. Costs incurred by NCTTRAC, including any and all legal costs, in the recovery of funds and / or equipment as specified in the Terms and Termination clause above, will be paid by the Subcontractor / Participating Agency.
2. Subcontractor / Participating Agency will defend and indemnify the NCTTRAC, its directors, employees, agents and representatives (the "NCTTRAC Indemnitees") and hold the NCTTRAC Indemnitees harmless against any damage, claims, suits, actions, liabilities, loss, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees arising out of:

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- a) A breach of any of the representations, warranties or obligations of this Agreement by the Subcontractor / Participating Agency; or
 - b) The negligent acts or omissions or dishonesty of Subcontractor / Participating Agency or any of its employees, agents, or representatives in their performance of the Subcontractor's / Participating Agency's obligations under this Agreement or the Hospital Preparedness Program.
3. NCTTRAC will defend and indemnify Participating Agency, its directors, officers, employees, agents and representatives (the "Agency Indemnitees") and hold the Agency Indemnitees harmless against any damages, claims, suits, actions, liabilities, loss, penalties, costs and expenses including, without limitation reasonable attorneys' fees, arising out of NCTTRAC's negligent acts or omissions related to the Hospital Preparedness Program."
 4. Subcontractor / Participating Agency hereby warrants and represents that it is not currently excluded, debarred, suspended, default or otherwise ineligible to participate in any federal, state, or NCTTRAC programs. Nor is it in imminent danger of such exclusion, debarment, suspension, or other ineligibility from receiving such grant. Subcontractor / Participating Agency agrees that the foregoing representation and warranty shall remain true and correct throughout the duration of this agreement.
 5. Any notice required or desired to be given under this agreement will be deemed given upon the earlier of:
 - a) Actual delivery, if by hand delivery, courier, electronic confirmation of delivery, if by facsimile, to the intended recipient or its agent; or
 - b) 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.
 6. 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.
 7. Subcontractor / Participating Agency may not assign any of its rights or obligations under this agreement without the prior written consent of NCTTRAC.
 8. This agreement shall be governed by the laws of the State of Texas.
 9. The effective date of this Agreement shall be _____.

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IN WITNESS WHEREOF, Subcontractor / Participating Agency and NCTTRAC have duly executed this Agreement effective as of the Effective Date.

Subcontractor / Participating Agency		NCTTRAC	
By:	_____	By:	_____
	(Signature)		(Signature)
Printed Name:	_____	Printed Name:	Hendrik J. Antonisse
Title:	_____	Title:	Executive Director
Date:	_____	Date:	_____

Subcontractor / Participating Agency National Provider Identification Number (NPI):
