



North Central Texas Trauma Regional Advisory Council
Texas Department of State Health Services
HOSPITAL PREPAREDNESS PROGRAM
SUBCONTRACTOR / PARTICIPATING HOSPITAL AGREEMENT
YEARS 7 – 10 (August 2008 – July 2012)

This participating hospital agreement (the “agreement”) is entered into with effective dates between the final signatory date and July 31, 2012, by and between the following parties:

Subcontractor / Participating Hospital	NCTTRAC
Hospital Name: _____	North Central Texas Trauma Regional Advisory Council _____
Street Address: _____	600 Six Flags Drive, Suite 160 _____
City / State / Zip: _____	Arlington, TX 76011 _____

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) is the Performing Agency under certain said agreement with the DSHS Prevention and Preparedness Section, effective September 1, 2007 and expiring July 31, 2012.

NCTTRAC, as the Performing Agency (as that term is defined in that certain agreement with DSHS), has been awarded funds for hospital preparedness on behalf of Trauma Service Area E (TSA-E), as designated by the DSHS Community Preparedness Section. Currently, TSA-E includes the following counties in the State of Texas: Collin, Cooke, Dallas, Denton, Ellis, Erath, Fannin, Grayson, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, and Wise.

NCTTRAC will be responsible for planning and decision-making regarding the allocation of funds and implementation of critical benchmarks, planning, and coordination with regional response partners as in accordance with the Work Plan approved by the DSHS. The Work Plan is 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 TSA-E. NCTTRAC will provide staff support for consultative and advisory committees and work groups supporting the HPP 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.

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Hospitals and related systems / providers located within TSA-E are eligible to participate in the HPP.

B. Terms and Termination

1. The Term of this Agreement will commence on the signatory date and continue in full force and effective until July 31, 2012, 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. Termination of agreement would include the timely return of HPP-associated funds and equipment.
 - i. Should the terminating Subcontractor / Participating Hospital elect to fully disassociate from the HPP program, then all equipment and supplies received as part of the HPP program must be returned at that subcontractor / hospital's expense to NCTTRAC or an agency / location within TSA-E as designated by NCTTRAC.
 - ii. The terminating Subcontractor / Participating Hospital may retain preparedness equipment and supplies received as part of the HPP, with conditions as follow below. In order to do so, the terminating Subcontractor / Hospital must agree to:
 1. Certify in writing that the subcontractor / hospital will continue to fulfill an active role in the local or regional emergency management system or response plan.
 2. Receive equipment by signing property transfer documents.
 3. Maintain this equipment in an operationally – ready state at the expense of the subcontractor / hospital. No additional funding may be received from the HPP to facilitate this readiness step.
 4. Maintain appropriate insurance or other means of asset replacement.
 - iii. Terminated Subcontractors or Hospitals which elected to retain preparedness equipment and supplies as defined in paragraph B.2.ii above which cease operations, experience business closure, bankruptcy proceedings, or otherwise cannot meet the provisions of that paragraph, will immediately notify NCTTRAC. All equipment and supplies retained by that agency, as designated on property transfer documents, and which are determined by NCTTRAC as retaining value to the HPP program, must be returned at that agency's expense to NCTTRAC or an agency / location within TSA-E as designated by NCTTRAC.
3. Subcontractors / Participating Hospitals which cease operations, including business closure and / or bankruptcy proceedings, shall notify NCTTRAC, and arrange for the transfer or return of all funds, equipment, and supplies associated with the HPP. Such transfer of equipment shall be accompanied by a closure inventory and transfer documentation.

Subcontractor / Participating Hospital Agreement, continued

4. Subcontractors / Participating Hospitals 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 Hospitals may continue to participate in the program 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 section B.2.i 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 hospitals and emergency preparedness 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 acquisition services for the purchase and distribution of HPP - funded equipment and consumable supplies for Subcontractor / Participating Hospital.
4. Monitor implementation of HPP elements within Subcontractor(s) / Participating Hospital(s) in accordance with DSHS contract requirements.
5. Ensure participating hospital(s) are made aware of any unused funds and reallocate such funds, if any, to pooled projects of regional benefit. All meetings that involve recommendations on use of funds will be open and inclusive of local emergency preparedness partners, as available.
6. Comply with other HPP guidelines as may be required by DSHS.
7. NCTTRAC as Contractor shall comply, and shall require its subcontractor(s) 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.

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D. Obligations of Subcontractor/Participating Hospitals

Subcontractor / Participating Hospital agrees to:

1. Utilize regionally prescribed crisis management information systems such as EMResource and WebEOC in order to effect uniform situational awareness as well as common command, control, communications and information access prior to, during and after an emergency and/or disaster.
2. Sign a specified mutual aid agreement (MAA) provided by NCTTRAC which will outline disaster response expectations and serve to facilitate sharing of hospital medical and pharmaceutical supplies, staff, and services, if available, among hospitals and treatment facilities.
3. Participate in HPP-funded acquisition programs as reflected in NCTTRAC plans and performance measures.
4. Participate in functional exercises per contract year as specified in that respective year's NCTTRAC contract with DSHS. Functional exercise participation requirements may be waived following submission of appropriate documentation, including after action reports and corrective action plans, which reflect participation in actual emergencies or disasters.
5. Participate in monthly and quarterly exercising of redundant communications equipment and systems as specified in the NCTTRAC communications plan.
6. Promptly provide on a quarterly basis, or as otherwise requested by NCTTRAC or DSHS, any and all data / information concerning participating hospital's quarterly 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.
7. Report by NCTTRAC prescribed format:
 - i. All equipment, supplies and services received via DSHS HPP funding, for all years of participation in the HPP.
 - ii. 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 OASPR HPP requirements. Non-compliance may be cause for termination of this agreement.
8. Maintain a minimum level of preparedness of personal protective equipment (PPE) 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**.

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9. Comply with other HPP guidelines as may be required by NCTTRAC and / or DSHS.
10. Subcontractors to the NCTTRAC HPP Contract, shall 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. The 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 the (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.

E. 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 Hospital.
2. Subcontractor / Participating Hospital will defend and indemnify the NCTTRAC, its directors, employees, agents and representatives (the "Indemnities") and hold the Indemnities harmless against any damage, claims, suits, actions, liabilities, loss, penalties, costs and expenses including, without limitation, reasonable attorneys' fees arising out of or alleged to have arisen from or in any way connected to:
 - i. Participation in the Hospital Preparedness Program
 - ii. A breach of any of the representations, warranties or obligations of this Agreement by the Subcontractor / Participating Hospital
 - iii. Any claims (whether founded or unfounded) of any nature or character
 - iv. Any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by the Subcontractor / Participating Hospital or any of its employees, agents, representatives or contractors.
3. Subcontractor / Participating Hospital 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 Hospital agrees that the foregoing representation and warranty shall remain true and correct throughout the duration of this agreement.
4. Any notice required or desired to be given under this agreement will be deemed given upon the earlier of:

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- i. Actual delivery, if by hand delivery, courier, electronic confirmation of delivery, if by facsimile, to the intended recipient or its agent; or
 - ii. 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 the manner required by Section E.3 above.
5. 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.
6. Subcontractor / Participating Hospital may not assign any of its rights or obligations under this agreement without the prior written consent of NCTTRAC.
7. This agreement shall be governed by the laws of the State of Texas.

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

Subcontractor / Participating Hospital

NCTTRAC

By: _____
(Signature)

By: _____
(Signature)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____