



**PARTICIPATING AGENCY / SUBCONTRACTOR AGREEMENT ASPR HOSPITAL /
HEALTHCARE PREPAREDNESS PROGRAM –
DSHS Years FY18 – FY24, July 1, 2017 – June 30, 2024**

**Participating Agency / Subcontractor Agreement
Between**

“CATRAC”

**Capital Area of Texas Regional
Advisory Council
4100 Ed Bluestein Blvd Suite 200
Austin, TX 78721**

and

“Participating Agency / Subcontractor”

**Agency Name
Physical Address:**

BACKGROUND

As part of the U.S. Health and Human Services, the Office of the Assistant Secretary for Preparedness and Response (“ASPR”), Hospital Healthcare Preparedness Program (“HPP”), the Capital Area Trauma Regional Advisory Council (“CATRAC”) is the Performing Agency under that certain agreement with the Texas Department of State Health Services (“DSHS”)/Community Preparedness Section, effective July 1, 2017, until June 30, 2024. CATRAC is known by its assumed name the Capital Area of Texas Regional Advisory Council or, by its legal name, the Capital Area Trauma Regional Advisory Council.

CATRAC, as the Performing Agency (defined by DSHS), has been awarded funds for the Hospital / Healthcare Preparedness Program on behalf of trauma service areas (TSA) L, M, N, and O. The Trauma Service Areas are designated by the DSHS Office of EMS/Trauma Systems Coordination and are made up of the following counties:

- TSA L: Bell, Coryell, Hamilton, Lampasas, Milam, and Mills
- TSA M: McLennan, Bosque, Falls, Hill, and Limestone
- TSA N: Brazos, Burleson, Grimes, Leon, Madison, Robertson, and Washington
- TSA O: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, San Saba, Travis, and Williamson.

CATRAC, in accordance with DSHS contractual requirements, shall be responsible for all planning, implementation, and fiduciary activities; including, but not limited to the implementation of critical benchmarks, planning, coordination with regional response partners, execution of the HPP work plan, distribution and expenditure of HPP funding, equipment, and supplies within TSA L, M, N, and O. CATRAC staff will provide support for the region’s planning and decision-making processes. CATRAC will work with all applicable regional planning and response partners to fulfill HPP work plan.

Participating Agency/Subcontractor is located within TSA L, M, N, or O and is eligible to participate in the ASPR HPP.

CATRAC Responsibilities:

1. Serve as the contractual and lead agency between DSHS and the regional Hospital Preparedness Program (HPP); Health Care Coalitions (HCCs) in TSA L, M, N, and O and Emergency Medical Task Force (EMTF) regional component development.
2. Administer the HPP funds and expenditures for the Health Care Coalitions (HCCs) in Trauma Service Areas L, M, N, O as well as the regional Emergency Medical Task Force (EMTF) to enhance the ability of hospitals and healthcare systems to prepare for health and medical emergencies and disasters.
3. Administer the Work Plan to ensure that all funds are allocated and all approved equipment and supplies are purchased and inventoried for ASPR.
4. Provide an assigned liaison to partner with and assist in the coordination activities of the HPP program.
5. Monitor implementation of the HPP in TSA L, M, N, and O. Participating Agency/Subcontractor in accordance with DSHS contract requirements.
6. Make Participating Agency/Subcontractor aware of any unused funds and reallocate such funds, if any, to Participating Agency/Subcontractor to meet cost overruns or additional equipment and supply needs. CATRAC may review all requests for additional funds by Participating Agency/Subcontractor, to determine the appropriate distribution of the unused funds, and to reallocate such funds until all funds are exhausted.
7. Comply with all applicable federal and state laws, rules, regulations, standards and guidelines associated with the Hospital Preparedness Program grant, including, but not limited to, DSHS Contractors Financial Procedure Manual and General and Special Provisions.
8. As the contractor, CATRAC shall comply with, and shall require its Participating Agencies/Subcontractors to comply with, the requirements of DSHS rules of general applicability and other applicable state and federal laws and regulations. Regulations and rules currently exist and may be lawfully amended. The DSHS rules are located in the Texas Administrative Code, Title 25 ("Rules"). To the extent this Participating Agency/Subcontractor 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, references, statutes, regulations, rules, and program guidance documents is located on the DSHS website.
9. Ensure compliance with the DSHS HPP contract, including monitoring of the progress of preparedness and response capabilities including performance measures.

10. Coordinate with local, regional, and state agencies during planned events and emergencies.
11. Represent as the lead HPP representative to appropriate Disaster District Chair (DDC), Emergency Operations Center (EOC), Regional Health Medical Operations Center (RHMOCC), or Multi-Agency Coordination Center (MACC).
12. Disseminate HPP preparedness and response information in a timely manner.

Participating Agencies / Hospital / Healthcare System Responsibilities:

1. Utilize regionally prescribed crisis management information systems such as EMResource and WebEOC in order to affect uniform situational awareness as well as common command, control, communications and information access prior to, during and after an emergency and/or disaster.
2. Appoint a primary contact person to serve in the capacity of hospital/agency representative to the HCC. This individual will actively participate in HCC meetings and provide a conduit to the facility concerning regional planning and response issues. Active participation in Coalition meetings is defined as attending 75% of the scheduled HCC meetings within their respective Trauma Service Area.
3. Properly store, monitor and maintain all equipment purchased with HPP funds according to the conditions, terms, and requirements of the HPP contract.
4. Indicate acceptance of, and incorporation of Participating Agency/Subcontractor Mutual Aid Memorandum of Understanding ("MOU").
5. In the event of a regional activation, said facility agrees to provide a staff member to the Regional Medical Operations Center (RMOC) if needed. These individuals will be trained yearly on RMOC, WebEOC, and EMResource and must have ICS 100,200,700 & 800.
6. Maintain an inventory of all equipment, supplies, and services received via HPP funding for all years of participation in the HPP in accordance with DSHS inventory management and disposition requirements. Equipment and supplies shall be made available for inspection and audit to CATRAC, DSHS, and/or federal personnel, as applicable, to ascertain participating agency compliance with ASPR and DSHS requirements.
7. For hospital agencies, maintain a minimum level of preparedness of PPE and decontamination capability as outlined in the most current *OSHA Best Practices for Hospital-Based First Receivers of Victims for Mass Casualty Incidents Involving the Release of Hazardous Substances*, as may be required by DSHS and/or as required in response to the agencies Hazard Vulnerability Assessments (HVA) that reflect the need for such capability.

8. Provide CATRAC with agencies' Hazard Vulnerability Assessments (HVA) upon request and participate in the Regional Healthcare HVA.
9. Participate and report in a timely manner any surveys, assessments, or other data collection tools as requested by CATRAC and/or DSHS.
10. Incorporate NIMS (National Incident Management System) into the agencies' incident command and response structure. At CATRAC's request, show documentation of staff members' participation in NIMS compliant courses.
11. Identify a Point of Contact for notification in the event of an emergency/disaster situation.
12. Participate in discussion-based and/or operations-based exercises (e.g., tabletop exercises, drills, functional exercises, full scale exercises) per contract year as specified in that respective year's CATRAC contract with DSHS. 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. Submit after action reports to CATRAC after completion and as requested.
13. Participate in the integration of local and regional emergency preparedness and response activities during planned events and emergencies.
14. Receive patients that are appropriate for classification and capabilities.
15. Provide CATRAC a copy of organization's emergency management and response plans, upon request.
16. Comply with all applicable federal and state laws, rules, regulations, standards, and guidelines governing the ASPR HPP Participating Agency's / Subcontractor's operations.
17. Participating Agency/Subcontractor to the CATRAC Participating Agency/Subcontractor Agreement, shall comply with the requirements of DSHS' rules of general applicability and other applicable state and federal laws and regulations. Regulations and rules currently exist and may be lawfully amended. The DSHS rules are located in the Texas Administrative Code, Title 25 ("Rules"). To the extent this Participating Agency/Subcontractor 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, references, statutes, regulations, rules, and program guidance documents is located on the DSHS website.

Additionally, if an agency is a hospital, the hospital must:

1. Report bed availability in a timely manner using EMResource, WebEOC, and/or other appropriate documentation means as specified by CATRAC, DSHS, or ASPR.

2. Continue to maintain medical surge capacity and isolation capacity above 20% staffed bed capability.
3. Receive patients that are appropriate for classification and capabilities.

MISCELLANEOUS

1. The Parties hereto warrants and represents the Party is not currently excluded, debarred, suspended or otherwise ineligible to participate in any federal or state health care programs or procurement or non-procurement programs nor is it in imminent danger of such exclusion, debarment, suspension, or other ineligibility. The Parties agree that the foregoing representation and warranty shall remain true and correct throughout the duration of this Agreement.
2. This Agreement contains 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.
3. Participating Agency / Subcontractor may not assign any of its rights or obligations under this Agreement without the prior written consent of CATRAC.
4. This Agreement shall be governed by the laws of the U.S. Department of Health and Human Services, Office of Assistant Secretary for Preparedness and Response ("ASPR"), Hospital Preparedness Program ("HPP") guidance and the State of Texas.
5. The ASPR funds awarded to CATRAC must be matched by costs or third-party contributions that are not paid by the Federal Government under another award, except where authorized by Federal regulation to be used for cost sharing or matching. The non-federal contributions (i.e. "match") may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the contractor and/or "Participating Agency/Subcontractor" incurs in fulfilling its matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable cost described in 45 CFR 74.23 and 45 CFR 92.24.

CATRAC may be required to provide matching funds for ASPR funds not less than 10% of such costs (For example, \$1 for each \$10 of federal funds provided to the HPP Contractor "CATRAC" by DSHS). While it is not an anticipated event, CATRAC shall make reasonable efforts to match these funds. Otherwise, CATRAC may pass down these requirements to any Participating Agency/Subcontractor per written request. Documentation of the match, including methods and sources, may be required in the ASPR allocation budget and/or reimbursement requests. Each subcontractor must follow procedures for generally accepted accounting practices and meet audit requirements. Specific requirements for subcontractor's non-federal contributions to fulfilling its match requirement shall be specifically identified in the

ASPR 16 thru 20 funding allocation letter by CATRAC to the Participating Agency/Subcontractor.

6. All reasonable efforts shall be made in good faith by the Parties to amicably resolve any dispute, controversy or disagreement arising out of or relating to this Agreement. If any such controversy, dispute or disagreement is not resolved within ten (10) days after the start of negotiations, then within five (5) days immediately after the expiration of the aforesaid ten (10) day period, the Parties shall attempt to agree upon an independent mediator. If the Parties are unable to reach an agreement on an independent mediator within such five (5) day period, then either Party shall be entitled to request that the American Health Lawyers Association ("AHLA") appoint an independent mediator who shall serve as mediator for all purposes hereof. The mediation shall be conducted in accordance with the rules set forth by the AHLA. Each Party shall pay one-half ($\frac{1}{2}$) of the cost of the mediator's services, in advance upon request by the mediator or either Party. Within ten (10) days after selection of the mediator, the mediator shall call for and set a meeting among the Parties and the mediator for the purpose of mediating the dispute. If the Parties are unable to resolve the dispute within thirty (30) days after the start of mediation, then the Parties shall be permitted to pursue any other legal remedy provided for under law. The foregoing provisions of this Section E(8) shall not be interpreted to restrict either Party's right to terminate this Agreement in accordance with Section A(2).

TERMS AND TERMINATION

The Participating Agency/Subcontractor Agreement may be amended:

- Upon agreement between both signatory parties,
- When the HPP contractual obligations change due to DSHS and/or ASPR directive(s),
- And/or changes in the HPP capabilities.

The term for this Participating Agency/Subcontractor Agreement will commence with the DSHS annual HPP contract budget beginning on July 1, 2017. The annual budget periods are July 1-June 30 of each calendar year.

Both parties reserve the right and privilege to terminate and cancel this Agreement if either party deems this to be in its best interest. The notice of termination shall be in writing and shall provide the other party with a minimum of thirty (30) days written notice prior to intended date of termination.

A change in Signatory Authority of the Participating Agency may be made by mutual agreement between CATRAC and the Participating Agency upon 60 days written notice.

Termination of this agreement can occur if the Participating Agency fails to meet annual minimum participation requirements. To meet participation requirements, a representative

from the participating agency must attend 75% of the scheduled Healthcare Coalition (HCC) meetings within their respective Trauma Service Area.

Upon termination of this agreement by the participating agency, all equipment and supplies associated with HPP funds shall be returned in a timely manner, if such return is in the best interest of the emergency response capability of the TSA region. Return of HPP funded equipment and supplies will be under guidance of DSHS in collaboration with CATRAC.

Participating Agencies that cease operations, including business closure and/or bankruptcy proceedings, shall notify CATRAC, and arrange for 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 closure inventory and transfer documentation. Contact information for closeout coordination will be supplied to CATRAC.

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

By my signature, I attest to understanding the goals of the ASPR Hospital Preparedness Program (HPP), and as one of the participating agencies, will support and comply with the HPP capabilities as displayed in this Agreement and attachments.

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

Please mark one option below:

____ I wish to continue to participate in regional efforts AND accept/retain federal program funds, equipment, and/or supplies if available.

____ I wish to continue to participate in regional effort BUT NOT receive/retain federal program funds, equipment, and/or supplies if available. NOTE: Participating Agency/Subcontractor selecting this option must provide a detailed inventory of all equipment and supplies to date for redistribution.

PARTICIPATING AGENCY / SUBCONTRACTOR
Facility/Agency Name:

Title: Administrator/CEO (required)

Printed Name: _____

Signature: _____

E-mail: _____

Phone: _____

Date: _____

Title: Designated Emergency Preparedness contact (required)

Printed Name: _____

Signature: _____

E-mail: _____

Phone: _____

Date: _____

CATRAC

By: _____

(Signature)

Printed Name: Douglas Havron, RN, BSN, MS
CATRAC Executive Director/CEO