

SUBCONTRACTOR AGREEMENT
Subcontract to contract # 00035519

WakeMed , on behalf of the **Capital Regional Advisory Committee (CapRAC)**, applied for and received a grant in the amount of \$516,251 for one (1) year from the North Carolina Office of Emergency Medical Services (NCOEMS). These funds will be used to enhance regional preparedness as outlined by the United States Department of Health and Human Services, Division of Health Service Regulation, Office of Emergency Medical Services. The purpose of this Agreement is to outline the process for the disbursement and use of funds. As stated in the grant application to NCOEMS, specific amounts of money will be sub-granted to the members of CapRAC as listed in Exhibit A for use in projects approved by NCOEMS listed in Exhibit B.

Each Subgrantee as a subcontractor shall be subject to all conditions of the contract (#00035519) between WakeMed on behalf of CapRAC and NCOEMS.

1. WAKEMED'S DUTIES

WakeMed , on behalf of Capital Regional Advisory Committee, will:

- Receive funds from NCOEMS on behalf of CapRAC
- Reimburse CapRAC members listed in Exhibit A for purchases:
 - to complete projects as specified by the approved projects listed in Exhibit B, and
 - in accordance with detailed purchase information (e.g., name of goods/services, descriptions, numbers, vendors) to be provided by the Subgrantee and approved by CapRAC staff prior to purchases being made.
- Provide reimbursement within thirty (30) days of receipt of:
 - invoices/receipts documenting the purchase by Subgrantee of an approved item as specified above, and
 - necessary and sufficient funds from NCOEMS.
- Serve as the primary contact with NCOEMS on all matters related to the grant.
- Provide the information required by NCOEMS in order to comply with the procedures for disbursement of grant funds.
- Maintain reports and accounting records that support the allowable expenditure of State funds in accordance with conditions of the grant.
- Comply with the direction of CapRAC and/or NCOEMS regarding ongoing eligibility of CapRAC members to receive grant funds.

2. SUBGRANTEE'S DUTIES

Each Subgrantee will:

- Comply with terms and conditions of grant eligibility set forth by NCOEMS as determined by the CapRAC and/or NCOEMS. These requirements are as follows:
 - Emergency Medical Service Agencies (EMS)
 - Required to participate in at least fifty percent (50%) of the Capital RAC Disaster Preparedness Committee meetings.
 - Required to meet the NCOEMS standard for submitting data to the NCOEMS PREMIS system (80%) and the State Medical Asset Resource Tracking Tool--SMARTT--(75%).
 - Hospitals
 - Required to participate in at least fifty percent (50%) of the Capital RAC Disaster Preparedness Committee meetings.
 - Required to participate in the State Medical Asset Resource Tracking Tool (SMARTT) system and are to have at least an eighty percent (80%) compliance rate with the submission of the data.
 - Required to participate in some capacity with the State Medical Assistance Team II Program.
 - Required to be compliant with all audit reporting requirements. In accordance with GS143-6.2, funding will not be provided to hospitals listed by the State Controllers Office on the Suspension of Funding List.
- Use the grant funds solely for ASPR-approved purposes as determined by NCOEMS and described in the grant application listed in Exhibit B.
- Provide WakeMed with any information necessary to allow WakeMed to comply with the terms of contract # 00035519.
- Provide WakeMed with a specific listing of goods and/or services and detailed purchase information (e.g., name of goods/services, descriptions, numbers, vendors) for approval by CapRAC staff prior to purchases being made.
- Purchase goods and/or services under the terms of the grant:
 - as specified in Exhibit B, and
 - approved by CapRAC staff.
- Notify WakeMed within 30 days of the purchase of any such goods and/or services.
- Request any change in the goods or services to be purchased (as listed in Exhibit B) in the manner prescribed by NCOEMS.



- Work with WakeMed, on behalf of CapRAC, to complete annual Activities and Accomplishments Report for submission to NCOEMS in compliance with GS 143-6.2.
- Remit any funds unencumbered by March 31, 2018 (for FY17 funding) to CapRAC for redistribution as determined by the CapRAC Disaster Preparedness Committee (DPC).
- Accept responsibility for purchases for the purposes of audit by state or federal officials.
- Ensure all subcontractors are pre-approved by WakeMed in writing and are notified of their responsibility to comply with the conditions specified.

3. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted under North Carolina law, Subgrantee, on its behalf and on behalf of its employees and agents, agrees to indemnify and hold harmless Hospital Indemnities from any and all claims, liabilities, damages, actions, costs and expenses (including, without limitation, reasonable attorneys' fees, expert fees and court costs), of any kind or nature, whatever at or in equity, arising from or caused in any part by (1) any actions or omissions of Subgrantee, its employees, its agents or its subcontractors; (2) the breach of any representation, warranty, covenant or agreement of Subgrantee contained in this Agreement; and/or (3) condition, use and/or operation of any equipment, including but not limited to, the servicing, repair, maintenance, replacement or upkeep of any equipment. Hospital Indemnities shall mean WakeMed, its directors/trustees, officers, employees, agents, subsidiaries, parent corporations, and affiliates.

4. INSURANCE. Subgrantee agrees to procure and maintain, or cause to be procured and maintained, general liability insurance covering claims, causes of actions, actions, losses, liabilities, damages, and expenses arising out of, caused by or otherwise resulting from the negligence or otherwise wrongful acts or omissions of Subgrantee, its employees and/or agents. The limits of liability of said insurance shall be at least one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) per aggregate. Note: For Harnett County, the limits of liability of said insurance shall be at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) per aggregate.

5. HIPAA. All parties to this Agreement qualify as "Covered Entities" under the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. Section 1320d *et seq.* ("HIPAA"). The parties agree to comply with all federal and state law, rules and regulations regarding confidentiality of PHI, including, but not limited to, the provisions of 42 U.S.C. section 1320d *et seq.* enacted by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the final regulations promulgated thereunder. Finally, the parties agree to enter into a mutually acceptable amendment to this Agreement, if necessary, to comply with applicable federal laws and regulations governing the use and/or disclosure of PHI.

6. FUNDING. All terms and conditions of this Agreement are dependent upon and subject to the allocation of funds by NCOEMS for the purpose set forth and the Agreement will automatically terminate if funds cease to be available. Subgrantee agrees to complete, upon request by WakeMed and/or CapRAC, any and all forms that are necessary in order for WakeMed and/or CapRAC to receive funds from the Division.

7. INTELLECTUAL PROPERTY. No deliverable items produced in whole or in part under this Agreement shall be the subject of an application for patent or copyright by or on behalf of the Subgrantee. Subgrantee hereby assigns and agrees to assign to CapRAC any and all of Subgrantee's rights, title, or interest in and to all inventions, discoveries, improvements, ideas, development of computer or other apparatus programs/software and documentation concerning the same, and any other work of authorship ("intellectual property") whether or not patentable, copyrightable, or subject to other protections which are made, created, developed, written, or conceived by Subgrantee while performing the services under this Agreement whether during or

after regular working hours, either solely or jointly with another, relating in whole or in part to either: (1) the course and scope of his services; or (2) the actual or anticipated business or research or development of CapRAC; or (3) the use of CapRAC's time, material, private or proprietary information, or facilities. Subgrantee agrees to disclose to CapRAC all such intellectual property and further agrees that all such intellectual property shall be the property of CapRAC. Subgrantee will, without charge to CapRAC, but at its expense, execute a specific assignment of title to CapRAC and will do anything else reasonably necessary to enable CapRAC to secure and defend any patent, copyright, trademark, or any other form of legal protection world wide for the intellectual property developed by Subgrantee pursuant to the terms above.

8. TERM. The term of this Agreement shall commence as of August 1, 2017 and shall continue in full force and effect through June 30, 2018. Thereafter, this Agreement will automatically renew for each of two one-year periods, if grant funds are available. WakeMed shall have a right to terminate this Agreement, with or without cause, upon the giving of thirty (30) days notice in writing to the other parties (Subgrantees). Each Subgrantee shall have the right to withdraw its participation in the Agreement upon the giving of thirty (30) days notice in writing to the other parties. Such withdrawal shall not serve to terminate the Agreement as to the remaining parties.

9. ENTIRE AGREEMENT AND AMENDMENTS. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior written negotiations or agreements and all prior or contemporaneous oral negotiations or agreements between them regarding the subject matter hereof. This Agreement may be amended only in writing, which writing must be signed by both of the parties.

10. ASSIGNMENT. This Agreement is personal to each of the parties hereto, and none of the Subgrantees may assign nor delegate any of its rights or obligations without first obtaining the written consent of the other parties, unless otherwise provided for in this Agreement. Any purported assignment without prior written consent from the other parties shall be null and void. WakeMed in its role on behalf of CapRAC may assign rights and obligations under the Agreement to another member of CapRAC.

11. INDEPENDENT CONTRACTOR. The relationship among the parties to this Agreement shall be that of independent contractors, and no party shall be construed to be the agent, partner, employee, or joint venturer of another party to the Agreement. The parties shall not exercise control or direct the manner in which other parties perform their duties hereunder except to assure compliance with this Agreement. The parties further agree that no Subgrantee or its owners, employees, agents or independent contractors are eligible for any WakeMed Health and Hospitals employee benefits whatsoever and do not possess any rights or privileges as generally established for WakeMed Health and Hospitals' employees.

12. OBRA COMPLIANCE. The parties agree that upon request they will make their books, documents and records available to the Secretary of Health and Human Services, the comptroller general or their duly authorized representative to the extent required by Section 952 of the Omnibus Budget Reconciliation Act of 1980 and will obtain a similar agreement from any



related sub-contractor whom they engage to perform on their behalf. This Section survives termination of this Agreement.

13. DISCLAIMER OF REFERRALS. The parties acknowledge that payment of considerations, whether direct or indirect, to induce referral of any patient, item, service or equipment reimbursable under the Federal Medicare/Medicaid Program is unlawful. Each of the parties agrees that no benefit accruing to any party pursuant to this Agreement shall be conditioned upon or granted in consideration of the referral of any patient, item, service or equipment to any party. The parties specifically disclaim any requirement that any party refer patients to another party for any reason whatsoever.

14. RESTRUCTURING. It is the intention of the parties to comply with all applicable laws and regulations, including, but not limited to, the Internal Revenue Code of 1986, as amended, and all applicable Medicare and Medicaid legislation, and any regulations promulgated thereunder. The parties acknowledge that legislation, regulations, an administrative ruling or other legally binding opinion may be adopted, amended, promulgated or issued which effectively renders this Agreement unlawful, could affect the tax-exempt status of the WakeMed Health and Hospitals or any affiliates thereof, could impose liability or exclusion from participation in the Medicare or Medicaid program or otherwise have a negative impact on either party. In such event, either party may by written notice propose the termination, restructuring or renegotiation of this Agreement in order to effect compliance. If such notice is given and the Parties are unable within fifteen (15) days thereafter to reach an agreement with respect to the termination, restructuring or renegotiation of this Agreement, either party may terminate this Agreement by providing at least fifteen (15) days' written notice to the other.

15. NOTICE. Any notice required or permitted to be given hereunder shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, postage prepaid, to the following addresses:

Subgrantees:

WakeMed:

Donald Gintzig, President and CEO
3000 New Bern Avenue
Raleigh, NC 27610

Wake County Emergency Medical Services:

Chris Colangelo, Chief Operating Officer
331 S. McDowell Street
Raleigh, NC 27601

Harnett Health System:

Kevin Jackson, President



Harnett Health System - Betsy Johnson Hospital / Central Harnett Hospital
P.O. Box 1706
Dunn, NC 28335

Harnett County Emergency Medical Services:

C. Gordon Springle, Chairman
Harnett County Board of Commissioners
PO Box 759
Lillington, NC 27546

Franklin County Emergency Medical Services:

Jeff Lewis, Director/Fire Marshal
Franklin County Office of Emergency Services
8146 NC 56 HWY
Louisburg, NC 27549

Central Carolina Advanced Life Support:

John Maxwell, CEO
1135 Carthage St.
Sanford, NC 27330

Central Carolina Hospital:

John Maxwell, CEO
1135 Carthage St.
Sanford, NC 27330

Johnston Health:

Chuck Elliott, CEO
PO Box 1376
Smithfield, NC 27577

Johnston County Emergency Medical Services:

Josh Holloman, Chief
Johnston County Emergency Services, EMS Division
P.O. Box 530
120 S. Third St.
Smithfield, NC 27577

North Carolina Baptist Men:

Richard Brunson, Executive Director
PO Box 1107
Cary, NC 27512



WakeMed

WakeMed
Attn: Brad Davis
3000 New Bern Ave.
Raleigh, NC 27610

With a copy to:

WakeMed
Attn: Legal Department
3000 New Bern Ave.
Raleigh, NC 27610

Harnett County Emergency Medical Services

Harnett County EMS
C/O EMS Division Chief
PO Box 370
1005 Edwards Brothers Drive
Lillington, NC 27546

With a copy to:

Harnett County Department of Legal Services
Attn: Monica L. Jackson
PO Box 238
Lillington, NC 27546

16. FORCE MAJEURE. The parties understand and acknowledge that neither shall be liable for any loss, damage, detention, delay or failure to perform in whole or in part resulting in causes beyond either parties control including, but not limited to act of God, fire, strikes, insurrections, riots, embargoes, shortages of motor vehicles, delays in transportation, and inability to obtain supplies of raw material or requirements or regulations of the United States government or any other civil or military authority.

17. COSTS AND TAXES. Except as otherwise specifically provided herein, each party shall bear its own costs and expenses incurred in connection with the performance of its obligations hereunder. Each party shall be responsible for payment of any and all federal, state, local or other taxes which may arise or be imposed as the result of its performance under this Agreement or as the result of the receipt of any compensation or other funds under this Agreement or in connection with the transactions contemplated hereby, if any. This Section shall survive termination of this Agreement.

18. INVALID PROVISION. In the event that any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be



deemed to continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provision were not a part of this Agreement.

19. WAIVER. A failure by a party at any time to require performance by another party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by any party of a breach of any provision hereof be taken or be held to be a waiver of such provision.

20. APPLICABLE LAW, VENUE, AND SERVICE OF PROCESS. This Agreement has been entered into in the State of North Carolina, County of Wake and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of North Carolina. The parties agree that exclusive venue for the bringing of any action concerning this Agreement shall be in the state or federal courts having jurisdiction in Wake County, North Carolina and that service of process may be made upon either party by certified mail, return receipt requested, postage prepaid to the party's address as set forth herein or such other address as the party may designate in writing received by the other party.

21. COUNTERPARTS AND FACSIMILES. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which constitute one and the same. An executed Agreement transmitted by facsimile to another party may be relied upon as an original, and if there is any inconsistency between such facsimile and an executed Agreement subsequently received by "hard-copy," the terms contained in the facsimile shall prevail.

22. HEADINGS. The headings and number of sections and paragraphs contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative as of the date set forth above.

For WakeMed:

Brad Davis
Executive Director, Foundation
WakeMed



Signature Page

For:

1. WakeMed

Signature: _____
Name: _____
Title: _____

Signature: _____
Name: _____
Title: _____

2. Wake County Emergency
Medical Services

Signature: _____
Name: _____
Title: _____

8. Central Carolina Hospital

Signature: _____
Name: _____
Title: _____

3. Harnett Health System

Signature: _____
Name: _____
Title: _____

9. Johnston Health

Signature: _____
Name: _____
Title: _____

4. Harnett County Emergency
Medical Services

Signature: _____
Name: _____
Title: _____

10. Johnston County Emergency
Medical Services

Signature: _____
Name: _____
Title: _____

5. Franklin Medical Center

Signature: _____
Name: _____
Title: _____

11. North Carolina Baptist Men

Signature: _____
Name: _____
Title: _____

6. Franklin County Emergency
Medical Services

Signature: _____
Name: _____
Title: _____

7. Central Carolina Advanced Life
Support



SUBCONTRACTOR AGREEMENT
Subcontract to contract #00035519

Exhibit A
CapRAC members

- WakeMed
- Wake County Emergency
Medical Services
- Harnett Health System
- Harnett County Emergency
Medical Services
- Franklin Medical Center
- Franklin County Emergency
Medical Services
- Central Carolina Advanced Life
Support
- Central Carolina Hospital
- Johnston Health
- Johnston County Emergency
Medical Services
- North Carolina Baptist Men

SUBCONTRACTOR AGREEMENT
Subcontract to contract # 00035519

Exhibit B
Approved Projects

Capability	Amount
Healthcare Preparedness Region Coordination	\$233,171
Foundation for Healthcare and Medical Readiness	\$23,000
Healthcare and Medical Response Coordination	\$3,425
Continuity of Healthcare Service Delivery	\$15,000
Medical Surge (includes SMAT II, SMAT III, MRC and AST operational sustainment)	\$241,655