

**EMERGENCY PREPAREDNESS SERVICES AGREEMENT
(FY24 BP5 - ASPR HPP Grant Funding Cycle - July 1, 2023 to June 30, 2024)**

This **Emergency Preparedness Services Agreement** (this “Agreement”) is made and entered into as of the Effective Date (as defined in Section 1.1) between the **Virginia Hospital & Healthcare Association** (“VHHA”), and **Tidewater EMS Council, Inc.**, (the “Contractor”) with its principal offices located at 1104 Madison Plaza Suite 201, Chesapeake, VA 23320. For purposes of this Agreement VHHA and Contractor may each be individually referred to as a Party (“Party”) and may be collectively referred to as the Parties (“Parties”).

RECITALS

WHEREAS, VHHA has entered into a Subrecipient Agreement with the Virginia Department of Health, Office of Emergency Preparedness (“VDH”), the intent and purpose of which is to assist the Commonwealth of Virginia with the administration and implementation of the U.S. Department of Health and Human Services (HHS), Office of the Administration for Strategic Preparedness and Response (“ASPR”) Hospital Preparedness Program (“HPP”), referred to as the Virginia Healthcare Emergency Management Program (“VHEMP”), with the stated goal of continued enhancement of medical surge capability through associated planning, personnel, equipment, training and exercise capabilities (the “VDH Agreement”);

WHEREAS, VHHA desires to engage Contractor to perform certain emergency preparedness services or employ personnel to support implementation of the HPP and related programs in order to assist VHHA in fulfilling its responsibilities under the VDH Agreement, including formation of **Eastern Virginia Healthcare Coalition** (“Healthcare Coalition”);

WHEREAS, Contractor agrees to perform such services as an independent contractor to VHHA and as subcontractor under the VDH Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

**ARTICLE I
TERM**

1.1 Term

The term of this Agreement will commence on July 1, 2023 (the “Effective Date”), and continue until June 30, 2024, unless earlier terminated in accordance with Article V. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement may be extended for an additional period(s) of time upon the mutual agreement of the Parties specified in writing.

1.2 Agreement Contingent upon Federal Funding

Notwithstanding any provision contained in this Agreement to the contrary, the Parties acknowledge and agree that this Agreement is contingent upon VDH receipt of Federal funding for the HPP and related programs and upon VHHA’s receipt of such funding from VDH.

ARTICLE II CONTRACTOR DUTIES

2.1 Scope of Work

Contractor hereby agrees to perform the services set forth in Exhibit 2.1 or employ staff to perform services set forth in Exhibit 2.1 attached hereto and incorporated herein (the “Services”).

2.2 Invoices

Contractor will submit monthly invoices to VHHA for Services performed pursuant to this Agreement and maintain adequate documentation to support the performance of such Services. All invoices will include a detailed description of the Services performed by each individual working for Contractor, time spent performing the Services, expenses incurred in performing the Services, and the date the Services were performed, or expenses were incurred, on appropriate forms approved by VHHA. Time and Effort reporting for all individuals must be documented on the designated FY24 VHEMP Time Effort Reporting document provided by VHHA for 100% of the employee’s compensated time, to include work not reimbursed by the HPP grant.

2.3 Reports

Contractor will submit to VHHA reports and information regarding Contractor’s performance of Services and other activities undertaken in association with the HPP and related programs as requested by VHHA from time to time in a format acceptable to VHHA.

2.4 Space and Equipment

VHHA shall not be responsible for obtaining or maintaining any space, equipment, or materials necessary for performance of the Services by Contractor.

ARTICLE III VHHA DUTIES

3.1 Administrative and Technical Functions

VHHA will appoint a Director of Emergency Preparedness to provide technical guidance to VHHA, monitor the activities of the Regional Healthcare Coordinator, the individual tasked with coordinating and carrying out the tasks identified in this Agreement and oversee and coordinate the activities of the Healthcare Coalition, as defined in Exhibit 2.1, Contractor, and other subcontractors of VHHA involved in implementation of the HPP and related programs (the “Director of Emergency Preparedness”).

3.2 Payment

VHHA will make payment to Contractor in a timely manner following receipt of an invoice required pursuant to Section 2.2 above. VHHA retains the right to request documentation to support the performance of such Services as a condition of payment. VHHA will pay Contractor for the Services performed in the amounts of compensation set forth in Exhibit 3.2, attached hereto and incorporated herein. Nothing in this Agreement will be construed as guaranteeing a minimum amount of payment to Contractor or as guaranteeing a minimum number of hours for which Contractor will be compensated. The Parties further acknowledge and agree that VHHA will be bound hereunder only to the extent of the funds available or which hereafter may become available under the VDH Agreement.

ARTICLE IV INDEMNIFICATION AND INSURANCE

4.1 Indemnification

Contractor will hold harmless and indemnify VHHA, its officers, directors, employees, and agents from any claims, liabilities, or expenses (including reasonable attorneys' fees) arising from or relating to Contractor's or its employees, agents, or subcontractors acts or omissions in connection with this Agreement. VHHA will hold harmless and indemnify Contractor, its officers, directors, employees, and agents from any claims, liabilities, or expenses (including reasonable attorneys' fees) arising from or relating to VHHA's acts or omissions in connection with this Agreement. The provisions of this section will survive termination of this Agreement.

4.2 Insurance

Each Party will obtain and maintain during the term of this Agreement liability insurance in amounts and types of coverage that are considered usual and customary for a business of its size and nature, which may include, but are not limited to, workers compensation, employer's liability, commercial general liability, and automobile liability insurance. During the term of this Agreement, Contractor will provide certificates of such insurance to VHHA upon request.

ARTICLE V TERMINATION

5.1 Termination

This Agreement will terminate at the expiration of the term specified in Article I, unless amended by mutual written agreement of the Parties. Notwithstanding any provision contained in this Agreement to the contrary, this Agreement will terminate automatically in the event the VDH Agreement is terminated for any reason, with or without cause, or is not renewed by either VHHA or VDH or in the event Federal funding to VDH for the HPP or related programs under the VDH Agreement is terminated, not renewed, or not received by VDH.

In addition to any other remedies legally available to the Parties, this Agreement may also be terminated:

- 5.1.1 By mutual written agreement of the Parties at any time;
- 5.1.2 By either Party for cause, which will be defined as a default of this Agreement by a Party that has not been cured within ten (10) days after notice of the default by the non-defaulting Party specifying the nature of the default;
- 5.1.3 By either Party without cause upon thirty (30) days' notice; or
- 5.1.4 By either Party effective immediately if the other Party becomes insolvent, seeks protection under the federal bankruptcy law, becomes subject to liquidation or receivership proceeding, or is excluded from participation in federal health care programs or contracts with the federal government.

5.2 Effect of Termination

Termination, expiration, or non-renewal of this Agreement will not discharge either Party from duties owed to the other Party prior to the effective date of such termination, expiration, or non-renewal. Notwithstanding the foregoing, termination of this Agreement by VHHA for cause may

result in the withholding or denial of payment by VHHA related to the default of this Agreement or noncompliance with its terms and conditions.

ARTICLE VI REGULATORY REQUIREMENTS

6.1 Confidential and Proprietary Information

Contractor acknowledges that it may receive confidential and proprietary information and trade secrets concerning VHHA and its business and professional activities or pertaining to its employees, patients, or the public or confidential information of VDH or of hospitals or other health care facilities involved in the HPP and related programs (“Confidential or Proprietary Information”) throughout the term of this Agreement. Except as may be required for purposes of this Agreement, Contractor may not use for its own benefit or disclose to any third party the Confidential or Proprietary Information unless such disclosure is required by law or an order of a court having competent jurisdiction. Without limiting the applicability of the foregoing, Contractor must also treat as Confidential or Proprietary Information any information or materials specifically designated as such by VHHA. In the event that this Agreement is terminated for any reason whatsoever, expires, or is not renewed, Contractor must immediately return to VHHA or destroy all Confidential or Proprietary Information in its possession and any copies or duplications thereof in any form. Contractor acknowledges and agrees that VHHA and its employees, members, or others may suffer irreparable harm by disclosure of Confidential or Proprietary Information and that VHHA may seek legal remedies available to it should such disclosure occur.

6.2 Debarment Status

Contractor certifies that neither it nor its employees, directors, officers, principals, agents, or subcontractors are presently debarred by the Commonwealth of Virginia from submitting bids or bids on contracts for the type of goods and/or services covered by this Agreement; excluded, debarred or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; nor have they been convicted of a criminal offense within the scope of 42 U.S.C. § 1320a-7(a). Contractor will immediately give written notice to VHHA of any debarment, exclusion, or other event that makes Contractor or an employee, director, officer, agent, principal, or subcontractor of Contractor ineligible to contract with the Commonwealth of Virginia or participate in federal health care programs or in federal procurement or non-procurement programs.

6.3 Subcontractor Requirements

During the performance of this Agreement, Contractor acknowledges and agrees to comply with the requirements applicable to all subcontractors of VHHA under the VDH Agreement as set forth in Exhibit 6.3, attached hereto and incorporated herein.

ARTICLE VII MISCELLANEOUS

7.1 Independent Contractors

Contractor, including its employees, agents, or subcontractors, is an independent contractor, and nothing in this Agreement will be construed to create an employer/employee or joint venture relationship between VHHA and Contractor or its employees, agents, or subcontractors.

7.2 Notices

Any notice, request or other communication to be given by either Party under this Agreement

must be in writing (and will be deemed to be effective on receipt) and sent by hand delivery, email, certified or registered mail, return receipt requested, or by signature required overnight shipment, properly addressed to the authorized representative and address of the other Party set forth below (written notice of any change to the address of a Party must be provided to the other Party):

If to Contractor:	If to VHHA:
Attn: David Long	Attn: Brent Rawlings
Executive Director	Senior Vice President and General Counsel
1104 Madison Plaza, Suite 101	4200 Innslake Drive, Suite 203
Chesapeake, VA 23320	Glen Allen, Virginia 23060
dlong@vaems.org	brawlings@vhha.com

7.3 Ownership of Intellectual Property

All copyright and patent rights to all papers, reports, forms, materials, outreach and training efforts, creations, or inventions created or developed in the performance of this Agreement will become the sole property of VDH. On request, Contractor will promptly provide an acknowledgement or assignment in a tangible form satisfactory to VDH to evidence VDH’s sole ownership of specifically identified intellectual property created or developed in the performance of this Agreement.

7.4 Assignment

Contractor may not assign or transfer this Agreement or its rights hereunder without VHHA’s prior written consent. VHHA may not assign or transfer this Agreement or its rights hereunder without Contractor’s prior written consent; except that VHHA may, without Contractor’s consent, assign this Agreement to any other entity now or hereafter controlling, controlled by, or under common control with VHHA.

7.5 Amendment

This Agreement may be amended upon mutual written agreement of the Parties. In addition, VHHA may modify any exhibit to this Agreement upon thirty (30) days prior written notice to Contractor.

7.6 Entire Agreement

This Agreement, together with its exhibits and attachments, constitutes the entire agreement between the Parties with respect to the subject matter, and supersedes all prior agreements, understandings, promises, and representations made by either Party to the other concerning the subject matter of this Agreement.

7.7 Survivability

The duties and responsibilities of the Parties contained in Sections 4.1 (Indemnification), 4.2 (Insurance), 6.1 (Confidential Information), and 7.3 (Ownership of Intellectual Property) survive termination of this Agreement.

7.8 Governing Law

This Agreement and all questions arising in connection with it will be governed by the laws of the Commonwealth of Virginia.

7.9 Policy and Procedures

Contractor and any subcontractor or agent of Contractor engaged in the performance of services pursuant to this Agreement are subject to and agrees to comply with any policies and procedures as may be adopted or modified by VHHA from time to time or as may be required for subcontractors of VHHA under the VDH Agreement; provided, however, that VDH shall provide VHHA with advance written notice of any such policies and procedures.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed as follows:

Contractor:

Name: David C. Long

Title: Executive Director

Signature: *David C. Long*
David C. Long (Jul 20, 2023 10:14 EDT)

Date: Jul 20, 2023

Virginia Hospital & Healthcare Association

Sean T. Connaughton
Sean T. Connaughton (Jul 20, 2023 10:17 EDT)

Sean T. Connaughton
President & CEO

Jul 20, 2023

Date

EXHIBIT 2.1 **Services**

Contractor will perform or employ staff to perform Services described in this Exhibit 2.1 during the term of this Agreement.

Contractor will establish a healthcare coalition representing healthcare and emergency response organizations (the “Healthcare Coalition”) in accordance with the requirements contained in this Exhibit 2.1.

If the Contractor is granted authority to employ staff, the Contractor will, in coordination with the Healthcare Coalition, hire qualified individuals to perform the Services. Contractor is solely responsible for the human resources administration and performance management, to include enforcing organization policies including working with the Healthcare Coalition in the implementation of the Contractors performance management or progressive discipline policy.

VHHA may object at any time to Contractor’s assignment of any individual providing Services pursuant to this Agreement and if said objection occurs, Contractor, in coordination with the Healthcare Coalition, will assign a. Work plans and individuals assigned by Contractor may be modified at any time subject to the approval of the VDH and VHHA.

Contractor, at minimum, will employ a Regional Healthcare Coordinator (“Regional Healthcare Coordinator”). Other positions identified as necessary by the Contractor in consultation with the Healthcare Coalition shall be incorporated into this agreement and may include but are not limited to a Regional Healthcare Coordination Center Manager (“RHCC Manager”), Medically Vulnerable Populations Coordinator, Hospital Readiness and Response Coordinator, and Training and Education Coordinator. Positions identified by the Healthcare Coalition shall be incorporated into Exhibits 2.1 and 3.2 of this Agreement and shall include a job description and compensation. Supervision of positions shall be the responsibility of the Contractor.

Contractor is accountable to the VHHA Director of Emergency Preparedness for the performance of Services in accordance with this Agreement and will maintain regular communications with the VHHA Director of Emergency Preparedness on matters related to the performance of Services in accordance with this Agreement.

Healthcare Coalition Requirements

In addition to the foregoing, the Contractor further agrees to form a Healthcare Coalition and ensuring the following requirements are met:

1. Implement activities outlined in the Virginia HPP Workplan, the FOA identified for Healthcare Coalitions and support statewide activities.
2. Establish a Healthcare Coalition representing healthcare and emergency response organizations.
 - a. Membership of such coalition will include, at a minimum, hospitals, Long-Term Care (“LTC”), Dialysis, Emergency Medical Services (“EMS”), Emergency Management (“EM”) and Public Health (each individual member, a “Healthcare Coalition Member”).
 - b. Such Healthcare Coalition should include representatives from each acute care hospital and health system within the Healthcare Coalition. Efforts should be made to

- include disciplines that reflect the diversity of healthcare preparedness activities and response coordination.
- c. Execute a Memorandum of Understanding with each acute care hospital and other organizations participating in planning and implementation activities in the Healthcare Coalition Region. Each Memorandum of Understanding will include the appointment of representatives of the Healthcare Coalition Member and will be confirmed in writing by the CEO or COO of each facility or organization.
 - d. Develop a governance structure (e.g., the Healthcare Coalition Advisory Committee) to oversee the Healthcare Coalition and ensure compliance with activity and funding requirements as outlined by the HHS, ASPR HPP FOA and any additional published requirements by HHS, ASPR, VHHA, or VDH. The governance must include:
 - i. Healthcare Coalition Members
 - ii. Healthcare Coalition advisory committee should consist of representation from each hospital and health system. In addition, representatives from local or regional VDH, EMS, LTC, Dialysis, Emergency Management are encouraged
 - iii. An organizational structure capable of supporting Healthcare Coalition activities
 - iv. Member guidelines for participation and engagement
 - v. Policies and procedures focused on supporting health care service delivery continuum of care through communication and coordination
 - vi. Healthcare Coalition integration with existing state, local, and member-specific incident management structures and roles
 - e. Conduct meetings at least quarterly to undertake necessary activities and post meeting minutes and documentation to VHHA Basecamp within 30 days of the meeting date.
 - f. Coordinate with VHHA and VDH to support and execute regional activities.
 - g. Performance management of healthcare coalition staff is the responsibility of the Contractor. Yearly performance reviews will be conducted on all fulltime healthcare coalition staff. The regional healthcare coalition coordinator should be included in all healthcare coalition staff performance reviews.
 - h. Healthcare Coalition must engage a Clinical Advisor. This individual should be a physician from a lead or co-lead hospital or health care organization and be clinically active (i.e., works shifts/sees patients). Involvement in emergency services or response activities is preferred and knowledge of medical surge issues and basic familiarity with chemical, biological, radiological, nuclear, and explosives (CBRNE), trauma, burn, and pediatric emergency response principles is required. Role of the clinical advisor(s) is to:
 - i. Clinical advisement to the Healthcare Coalition and serve as a liaison between the Healthcare Coalition and medical directors/medical leadership at health care facilities, supporting entities (e.g., blood banks), and EMS agencies.
 - ii. Review and provide input on Healthcare Coalition plans, exercises, and educational activities to assure clinical accuracy and relevance.
 - iii. Act as an advocate and resource for other clinical staff to encourage their involvement and participation in coalition activities.
 - iv. Assure that the Healthcare Coalition mass casualty/surge plans provide for appropriate distribution (and re-distribution) of trauma patients to avoid overloading single centers whenever possible and work with health care facilities to understand their capabilities and capacity.
 - v. Assure that subject matter experts are available, and a process exists to support secondary transfer prioritization in specialty surge (e.g., burn,

pediatric) mass casualty situations (i.e., identify which patients are a priority to transfer to specialty care centers when adequate transportation or inpatient resources are unavailable).

- vi. Engage health care delivery system clinical leaders to provide input, acknowledgement, and understanding of their facility and regional strategic and operational roles in acute medical surge planning to include CBRNE, trauma, burn, and pediatric readiness and response.

3. Develop and maintain a Regional Healthcare Emergency Operations Plan

- a. Plan will be developed, updated, and reviewed in coordination with Healthcare Coalition Members annually or as changes and/or improvements are implemented.
- b. Plan will include a list of active Healthcare Coalition Members.
- c. Plan will include the information needed to address the requirements of the FOA and other applicable ASPR and VDH guidance documents. The plan in conjunction with plans developed and maintained by facilities, other Regions, and the state will identify capabilities needed to respond to emergency conditions as defined in the FOA and other applicable ASPR and VDH guidance documents.
- d. Plan will conform to the intent of the National Incident Management System (NIMS) standards.
- e. Plan will address coordination among hospitals and other healthcare organizations, medical care providers, public health officials and local emergency response agencies. This will include direction for sharing resources (personnel/supplies) among hospitals and with other healthcare organizations.
- f. Plan will describe the Healthcare Coalition (HCC) integration with Emergency Support Function-8 (ESF-8).
- g. Plan will be based on an “all hazards” concept but specifically identify a process to respond to healthcare and public health emergencies identified in regional and state Hazard Vulnerability Analysis (HVA). The plan will include threat specific facility level and regional Essential Elements of Information (EIs).
- h. Plan will include specific instruction and authorization for supporting the transfer of patients from other hospitals or other healthcare agencies within the Region or from other Regions as a result of an evacuation or other widespread emergency.
- i. Plan will include the identity, function, activation, and operational guidance for a Regional Healthcare Coordination Center (RHCC) for the Healthcare Coalition and include policies and procedures for operations should the RHCC be compromised. The operational guidance will include the plan for staffing the RHCC for an extended period of time. The plan will also include measures for ensuring redundant communications with all regional healthcare facilities and applicable response agencies. The RHCCs will coordinate the sharing of hospital/healthcare resources (personnel/supplies) among Regions.
- j. Plan will include or reference an inventory of available regional and hospital/healthcare equipment and supplies purchased with ASPR funds. (This inventory shall be maintained and updated in Operative IQ).
- k. The plan must include all Annex per guidelines included in the FOA.
- l. The plan will be uploaded into Basecamp and will be submitted annually.

4. Develop a Multi-Year Strategic Plan

- a. Plan will include the items listed below and should be updated as needed to reflect current circumstances:
 - i. A Hazard Vulnerability Assessment (HVA) to identify risks and impacts within the Region. The HVA must be reviewed and updated annually and

- include Healthcare Coalition Members during one of the Healthcare Coalition meetings.
 - ii. Regional short term (within the year) and long-term (3-5 year) goals, strategic and operational objectives.
 - iii. Deliverables (what will be achieved).
 - iv. Resources needed, budget and timeline.
 - v. Partnerships/coalitions, including integration with local and regional emergency management, EMS, long-term care facilities, at-risk population representatives, and other appropriate entities.
 - vi. Training and exercises.
- 5. Plan, participate in and document disaster drills & exercises
 - a. Plan and conduct at least one “all hazards” disaster exercise for the Region designed to meet HPP requirements prior to the expiration of the funding cycle.
 - b. Integrate with existing regional and statewide exercises, where possible, to minimize exercise burden and benefit from multi-disciplinary exercises being conducted by other entities, e.g., Virginia Department of Emergency Management (VDEM) and/or VDH.
 - c. Participate in Multi-Year Training and Exercise Program (MYTEP) development.
 - d. Add all regional trainings, educational events, and exercises to the platform identified by VDH and VHHA.
 - e. Conduct at minimum six unannounced communication test a yearly that tests the initiation of healthcare partners and Healthcare Coalition response to an event. Communication test must:
 - i. Test different communication modalities
 - ii. Be scheduled on varying time frames to encompass all shifts at applicable healthcare facilities
 - iii. Include all partners (hospitals, long-term care facilities, dialysis, public health, EMS, etc.)
 - iv. If a communication test does not encompass all partners, a separate communications check must be completed to include all partners.
 - v. Healthcare Coalition must complete a Regional Status Reporting System and Communications Test form for monthly communications drills within 30 days of the test and submit the form to the regional folder in Basecamp. These reports will include an overview of drill activity and a report of facility participation.
 - vi. Communications test requirements may be waived by VHHA during an emergency response.
 - f. Participate in statewide test and exercises coordinated by VDH/VHHA.
 - g. Complete Medical Response & Surge Exercise (MRSE) based on FOA requirements.
 - h. Conduct at least one regional patient tracking trainings per year.
- 6. Submit the required After Action Report and Improvement Plan for Regional and Statewide Exercises and real events to VDH/VHHA for end-of-year reporting including reporting required under the HSEEP AAR Template.
- 7. Healthcare Coalition will post and update the follow information to Basecamp:
 - a. Healthcare Coalition administrative documents will be posted within the respective healthcare coalitions Basecamp team folders
 - i. Meeting minutes
 - ii. Governance documents

- iii. Communication Tests
 - iv. Regional Healthcare Emergency Operations Plan
 - v. Strategic plan
 - b. Ensure the Healthcare Coalition's and healthcare agencies' contact, and demographic information is updated in VHASS annually.
 - c. Post guidelines, standards, training documents, and best practices for the Region.
- 8. Develop a budget for the Region.
 - a. Budget submittals must be based on the guidance set forth in Appendix B.
 - b. All expenditures must contribute to improved capabilities that address needs identified in the Hazard Vulnerability Analysis for the Region, support the Multi-Year Strategic Plan for the Region or HPP capability.
 - c. Proposed expenditures must fall within one or more of the ASPR capabilities for the current grant cycle which are outlined in Appendix B.
 - d. Proposed expenditures must not exceed the agreed-upon allocation for the Region. Request for payments for equipment, supplies, services, training, staff, and administrative expenses will be submitted in accordance with the guidelines set forth in Appendix B.
 - e. Development, submittal, and revisions to regional budgets will be done in accordance with the guidelines set forth in Appendix B and by deadlines set by VHHA. This includes approval by the Healthcare Coalition prior to submission to VHHA/VDH for review and final approval. Healthcare Coalition Regional meeting minutes or a letter from the Chairperson for the Regional Healthcare Coalition are required as documentation of regional approval.
- 9. Expend HPP funds according to federal and state requirements
 - a. Expenditures must comply with general federal grant guidelines pertaining to allowable costs (OMB Circular A-122), Generally Accepted Accounting Principles (GAAP), adhere to guidance and fall within one or more capabilities identified in Appendix B.
 - b. Expenditures may not supplant any other (non-HPP) funds, including federal, state, or local sources.
 - c. HPP funds may not be used to supplant expenses incurred for normal and customary facility operations or for expenses incurred to meet licensure or accreditation requirements.
 - d. Reimbursements are allowed for costs incurred on purchases planned, approved, and obligated for the inclusive dates of the current grant cycle.
 - e. Requests for payment must be supported by appropriate documentation as described in Appendix B for the amount requested and signed by an official representative of the institution authorized to request HPP funding.
 - f. Requests for Payments must be approved by the Regional Healthcare Coordinator or authorized designee prior to being submitted to VHHA for payment in the Grant Management System as detailed in Appendix B.
 - g. Requests for Payments will be submitted within 60 days of purchase or invoice date and can be denied by VHHA and VDH beyond this timeframe.
- 10. Maintain and make available complete and accurate financial records
 - a. Ensure that the Region and/or Healthcare Coalition Members are aware of the requirement to maintain a record of budget requests and approvals, payment requests and approvals, and deliverables (inventory - equipment, service, or supplies).
 - b. Review the monthly financial reports provided by VHHA to confirm their accuracy

and notify VHHA of any discrepancies and completion of the Monthly HCC ASPR RFP Activity Report Review.

- c. Follow guidelines for confirmation and evaluation of expenditures as outlined in Appendix B.
- d. Any EMS Council, Healthcare Coalition or Healthcare Coalition Member directly receiving more than \$750,000 in federal awards (exclusive of payment made directly to a vendor) during the fiscal year, from any and all sources are required to have a single audit performed in accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (§200.501(a)). When required, the most recent copy of the audit must be provided to the assigned contract monitor within 30 days of the effective date on this Agreement. If any findings were noted in the audit report, corrective actions taken to fully resolved the finding must be provided. If an audit occurs during the term of this Agreement, a copy of that audit and response to any findings must be provided as well. The Subrecipient must provide a written statement if the organization did not receive more than \$750,000 in federal funds.

11. Provide Healthcare Coalition program status reports and data collection

- a. Provide specific Healthcare Coalition data as requested by ASPR, VHHA or VDH to include but not limited to plans, governance documents, AARs, updated CAT, etc.

12. Support the development, operation, and use of the Patient Tracking System

- a. Participate in the development, testing, and use of the Patient Tracking System subject to the Terms of Use, Statement of Protection of Privacy and Security of Public Health Information in the Patient Tracking System, and operational policies and procedures Appendices C-E, all of which are incorporated herein.
- b. During a disaster event, the RHCC will be responsible for informing participating regional organizations when to begin entering information into the Patient Tracking System.
- c. The RHCC will have access to aggregate, de-identified information in the Patient Tracking System as necessary for Resource Management, as defined in the Terms of Use.

All Appendices identified above are incorporated into this Agreement by this reference.

Regional Healthcare Coordinator Job Template

The role of the Regional Healthcare Coordinator is to assist the Healthcare Coalition and VHHA and VDH with efforts to improve the regional and statewide healthcare emergency response systems. Duties of the Regional Healthcare Coordinator include:

1. On behalf of the Healthcare Coalition, coordinate and carry out the tasks identified in the MOU and emergency operations plan developed and maintained by the Healthcare Coalition. Such duties include, but are not limited to:
 - Coordinating with and executing Memoranda of Understanding with hospitals and other organizations receiving Assistant Secretary for Preparedness Response (“ASPR”) funding or participating in planning and implementation activities in the Region.
 - Assisting the Healthcare Coalition in developing and maintaining a plan for sustainable operation of the Regional Healthcare Coordinating Center (“RHCC”) for the Region.
 - Supervising the contractual performance of individuals employed in support of the Healthcare Coalition for the Region.
 - Assisting the Healthcare Coalition in the development and implementation of the emergency operations plan.
 - Assisting with strategic planning for the Healthcare Coalition.
 - Assisting with planning, facilitating, and documenting of disaster drills and exercises.
 - Assisting the Healthcare Coalition in the development and management of budgets and internal accounting of HPP funds for the Region.
 - Assisting in maintaining accurate financial records for the Region.
 - Compiling, reviewing, and approving requests for payment prior to submission to VHHA.
 - Support activation of RHCC during actual emergency events per regional plan and assume duties as assigned within the Incident Command Structure and maintain this capability on a 24 hour a day 7 day a week basis.
 - Develop and maintain relationships with Healthcare Coalition board, members, and partners
 - Attend VHEMP Regional Coordinators meetings, and other meetings as requested.

The Regional Healthcare Coordinator will perform Services pursuant to this Agreement in a manner that conforms to the VDH Agreement, including the Work Plan and Timetable detailed therein, and pursuant to instructions and work plans developed and maintained by the Healthcare Coalition. The Regional Healthcare Coordinator will work in a collaborative manner with other Regional Healthcare Coordinators and VDH personnel and agrees to support and implement planning and operational policies established by VHHA and VDH or as specified by the ASPR grant guidance.

The Regional Healthcare Coordinator is accountable to the Healthcare Coalition for the development and implementation of regional goals, objectives, and budgets..

RHCC Manager Job Template

The role of the RHCC Manager is to assist the Regional Healthcare Coordinator with efforts to improve the regional and statewide healthcare emergency response systems and to perform certain functions related to the operation of the RHCC:

- Assisting the Regional Healthcare Coordinator in the development and maintenance of a plan for sustainable operation of the RHCC, subject to approval by VHHA and VDH;
- Coordination and implementation of the duties identified in this Agreement; and
- Performance of tasks assigned by the Regional Healthcare Coordinator.

Duties of the RHCC Manager include:

1. Maintain, test and provide training for the Region’s communications systems.
 - Conduct drills as in Section 3 below.
 - Provide or ensure the provision of appropriate training for RHCC or related healthcare communications equipment.
2. Assist with the development and maintenance of a Regional Healthcare Emergency Operations Plan to include at least the following elements:
 - This plan will include methods of identifying inventory of available regional hospital/healthcare equipment and supplies purchased with ASPR funds.
 - The identity, function and operational guidance of the RHCC and an alternate RHCC will be stated in the plan and will comply with the guidelines included in the Statewide Hospital Emergency Operations Guide. The operational guidance will include the plan for staffing the RHCC for an extended period of time. It will also include the plan for ensuring redundant communications with all regional healthcare facilities. The RHCCs will coordinate the sharing of healthcare resources within the Region and among other healthcare preparedness regions as outlined in the Statewide Hospital Emergency Operations Guide or other pertinent documents.
3. Plan and participate in communications and disaster drills.
4. Support activation of RHCC during actual emergency events per regional plan and assume duties as assigned within the Incident Command Structure and maintain this capability on a 24 hour a day 7 day a week basis.
5. Post and update information on the Virginia Healthcare Alerting and Status System (“VHASS”) as assigned or as necessary.
6. Participate in statewide meetings or conference calls with other VHHA or VDH partners.
7. From time to time RHCC Manager may be requested to provide mutual aid to assist other regional RHCCs when those RHCCs may not possess sufficient staffing to support on-going operations. Upon approval of the affected Regional Healthcare Coordinators, Contractor may voluntarily, and at its discretion, agree to provide the requested assistance. In such cases:
 - RHCC Manager will be under the operational control of the requesting RHCC.
 - The requesting RHCC is responsible for all costs associated with provision of mutual aid, at an agreed-upon rate.
 - Associated costs will be billed to the requesting RHCC by the assisting organization in a timely manner.

The RHCC Manager will report to and be supervised by the Regional Healthcare Coordinator.

Exercise and Training Coordinator Job Template

The Exercise and Training Coordinator will:

1. Implement short-term and long-term exercise and educational goals/objectives based on coordination with the Healthcare Coalition
2. Develop an annual Education and Training plan for the Region.
3. Propose and coordinate annual exercise series based on Region needs.
4. Assist the Healthcare Coalition in developing and implementing disaster response guidance.
5. Maintain accurate training and educational information/documentation for monthly, quarterly, and annual reporting.
6. Compile and maintain an accurate and complete education record for Region staff, including the Regional Healthcare Coordinator and RHCC Manager.
7. Assist with RHCC staff training.
8. Represent the Healthcare Coalition on various regional and state committees when requested.
9. Create, manage and stay within an annual Exercise and Training budget established by the Healthcare Coalition, explaining variances as they occur.
10. Manage multiple projects, multiple timelines and deliver results within expected deadlines.
11. Support activation of RHCC during actual emergency events per regional plan and assume duties as assigned within the Incident Command Structure and maintain this capability on a 24 hour a day 7 day a week basis.
12. Develop understanding and expertise on regulatory and compliance requirements for the Healthcare Coalition, maintaining exercise and training opportunities within the Region regarding those requirements when needed.
13. Represent the Healthcare Coalition in regulatory surveys and preparation when requested.
14. Assist with strategic planning and further development of Healthcare Coalition objectives and goals.

The Exercise and Training Coordinator will report to and be supervised by the Regional Healthcare Coordinator.

Finance Director Job Template (if applicable)

The Finance Director will:

1. Provide functional accounting support to ensure that grant funds are expended and accounted for appropriately and that materials and supplies procured with grant funds are properly inventoried, stored and controlled.
2. Perform accounting and finance related tasks as requested by the Regional Healthcare Coordinator.
3. Perform services in a manner that conforms to the VDH Agreement, including the scope of work detailed therein.

The Finance Director will report to and be supervised by the Regional Healthcare Coordinator.

Medically Vulnerable Populations Coordinator Job Template

The **Medically Vulnerable Populations Coordinator** will:

1. Coordinate emergency preparedness activities with Healthcare Coalition stakeholders with the goal of enhancing collaboration among all Healthcare Coalition partners. These stakeholders could consist of: long-term care, residential care communities, renal dialysis, rehabilitation hospitals, psychiatric facilities and others as assigned by the Healthcare Coalition group leadership and strategic plan. Work with these stakeholders to engage their memberships in preparedness planning and response.
2. Assist with development of effective emergency operations plans involving Healthcare Coalition partners' training programs, to enhance Healthcare Coalition partners' understanding of how to collectively respond to an emergency, and as appropriate, pre-approved exercise activities to improve response capabilities, strategic planning and further development of the region's objectives and goals.
3. Coordinate activities with the Regional Healthcare Coordinator and the VDH Regional Emergency Planner when it involves VDH Health District Emergency Planners, unless prior approval has been given to work independently with planners.
4. Coordinate projects and activities with Long-Term Care and other Healthcare Coalition stakeholders to enhance their preparedness, response and recovery efforts individually and collectively.
5. Develop an annual Education and Training plan and exercise for the region's non-hospital organizations.
6. Participate and encourage Healthcare Coalition Members to become involved in regional activities and meetings.
7. Engage Long-Term Care facilities as Healthcare Coalition partners in the region's preparedness efforts. Attend meetings of Long-Term Care and associations within the region to represent the Healthcare Coalition's mission, and promote and coordinate Healthcare Coalition support for emergency planning, training and exercises.
8. Engage with other Healthcare Coalition Members in the region's preparedness efforts and coordinate those activities with Healthcare Coalition Members and other stakeholders identified by VHHA.
9. Identify Healthcare Coalition needs to improve emergency preparedness: including equipment, supplies, training and exercises as deemed as priorities by the Healthcare Coalition.
10. Improve the coordination with other Healthcare Coalition Members in the region to enhance their preparedness response individually and collectively.
11. Manage multiple projects, multiple timelines and deliver results within expected deadlines and within budget projections.
12. Perform as subject matter expert for the Healthcare Coalition. Maintain appropriate knowledge of federal, state and local healthcare facility licensing and related emergency planning requirements.
13. Represent the Healthcare Coalition on various regional and state committees when requested and in regulatory and accreditation surveys and preparation when requested.
14. Support activation of Regional Healthcare Coordination Center ("RHCC") during actual emergency events per regional plan and assume duties as assigned within the Incident Command Structure and maintain this capability on a 24 hour a day 7 day a week basis.
15. Maintain working knowledge of the Virginia Healthcare Alerting and Status System ("VHASS") electronic communication system and communications systems utilized by healthcare facilities in the region.

The Medically Vulnerable Populations Coordinator will report to and be supervised by the Regional Healthcare Coordinator.

EXHIBIT 3.2
Compensation

Contractor will be compensated for Services performed during the term of this Agreement as set forth in this Exhibit 3.2.

Services	Name	Salary	Fringe	Total Compensation	HPP Hours*	Non HPP Hours	Hourly Rate
Regional Healthcare Coordinator	Amy Green	\$86,284.00	\$18,676.30	\$104,960.30	2080	n/a	\$50.46
RHCC Manager	Chris Leonard	\$72,100.00	\$16,307.80	\$88,407.80	2080	n/a	\$42.50
MVP Coordinator	Benjamin Cibock	\$74,200.00	\$16,772.20	\$90,972.20	2080	n/a	\$43.74
Exercise and Training Coordinator	Nichole Matthews	\$72,100.00	\$12,249.64	\$84,349.64	2080	n/a	\$40.55
Clinical Advisor	Dr. Michael Owens	\$150/hr	n/a	\$150/hr		n/a	
Clinical Advisor	Dr. Jessica Burgess	\$150/hr	n/a	\$150/hr		n/a	
Hospital Readiness and Response Coordinator	Vacant	\$70,000.00	\$11,217.00	\$81,217.00	2080	n/a	\$39.05

*Hours shall not exceed 2080. Hours may be negotiated lower for part-time employees.

EXHIBIT 6.3
Subcontractor

As a subcontractor of VHHA under the VDH Agreement, Contractor agrees to comply with all requirements under the VDH Agreement applicable to subcontractors as may be amended from time to time, including, but not limited to the following terms and conditions:

1. Anti-Discrimination

By entering into this contract, the Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in a. and b. below apply:

- a. During the performance of this contract, the contractor agrees as follows:
 - i. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - iv. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
 - v. The requirements of these provisions a. and b. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

vi. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

b. The contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. Drug-Free Workplace

Applicable for all contracts over \$10,000: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drugfree workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

3. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

a. To the extent that in the performance of this Agreement Contractor receives, maintains, or transmits protected health information or otherwise meets the definition of “business associate” as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, Contractor agrees to:

- Not use or further disclose Protected Health Information (PHI) other than as permitted or required by terms of this Agreement or as required by law;
- Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement;
- Report to VHHA any use or disclosure of PHI not provided for by this Agreement;
- Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement;
- Provide access to PHI contained in its records to VHHA or VDH, in the time and manner designated by VHAA or VDH, or at the request of VHHA or VDH, to an individual in order to meet HIPAA access;
- Make available PHI in its records to VHHA or VDH for amendment and incorporate any amendments to PHI in its records at VDH request;
- Document and provide to VHHA or VDH information relating to disclosures of PHI as required for VHHA or VDH to respond to a request by an individual for an accounting of disclosures of PHI in accordance with the HIPAA Privacy Rule; and
- Make its internal practices, books, and records relating to use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining compliance with the HIPAA Privacy Rule.
- Impose the foregoing requirements and restrictions on its subcontractors and agents;

b. Contractor acknowledges and agrees that in the course of performance of this Agreement, it may have access to confidential information, including PHI. In addition, Contractor acknowledges and agrees that it may have access to proprietary or other confidential information or business information belonging to VHHA or VDH. Therefore, except as required by law, the Contractor agrees that it will not:

- Access or attempt to access data that is unrelated to or not necessary to the performance of this Agreement;
- Access or attempt to access PHI beyond any authorized HIPAA access level;
- Disclose PHI in violation of HIPAA regulations.

4. Contractor Responsibilities

Subcontractors who perform work under this Agreement shall be responsible to the Contractor. Contractor agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons employed by it as it is for the acts and omissions of its own employees.

5. Conflict of Interest

The VHHA Conflict of Interest Policy shall be incorporated into this Agreement. Contractor shall adhere to the VHHA Conflict of Interest Policy as provided by VHHA to Contractor in writing. Amendments to the VHHA Conflict of Interest Policy will be immediately effective upon written notice to Contractor. Contractor shall be responsible for ensuring that each subcontractor completes the VHHA-provided conflict of interest form and submits the conflict of interest form to VHHA within fifteen (15) days of signing this agreement or, if the subcontractor is hired following execution of this agreement, within fifteen (15) days of the first day of work.

6. Civility in State Workplace

The Contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the Contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surround perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

**EMERGENCY PREPAREDNESS SERVICES AGREEMENT - ATTACHMENT
(FY24 BP5 - ASPR HPP Grant Funding Cycle - July 1, 2023 to June 30, 2024)
Independent Contractor Consultant Insurance Form**

Independent Contractor/Contractor Name: Tidewater EMS Council, Inc.

Address: 1104 Madison Plaza, Suite 101 Chesapeake, VA 23320

Phone Number: 757-963-0632 E-mail: dlong@vaems.org

Applicable Contract Name & Date: David C. Long July 20, 2023

Independent Contractor/Consultant **maintains** the following types of insurance coverage at the limits set forth below and such coverages are provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission:

- Workers' Compensation – Statutory requirements and benefits
- Employer's Liability - \$100,000
- Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Business Owner's Policy (recommended alternative to Commercial General Liability for small businesses)
- Automobile Liability - \$1,000,000
- Professional Liability – \$1,000,000 per occurrence and \$3,000,000 in the aggregate or higher if required by Virginia statutory requirements

Independent Contractor/Consultant **does not maintain** the following insurance coverages:

- Workers' Compensation because:
 - Do not have more than two employees or otherwise not required under state law
 - Other _____
- Employer's Liability because:
 - Do not have employees
 - Other _____
- Commercial General Liability because:
 - I am an individual, not a company
 - Other _____
- Automobile Liability because:
 - Do not own an automobile or will not be utilizing an automobile within the scope of services performed under this contract
 - Other _____
- Business Owner's Policy because:
 - Not a business owner
 - Other _____
- Professional Liability because:
 - Not a licensed professional or services performed under this contract are not professional in nature
 - Other _____

Signature: *David C. Long*
David C. Long [Jul 20, 2023 10:54 EDT]

Date: July 20, 2023











FY24 BP5 - Emergency Preparedness Services Agreement (VHHA-TEMS)

Final Audit Report

2023-07-20

Created:	2023-07-10
By:	Matthew Marry (mmarry@vhha.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAadoT89wPddLaLEo14tZr58h_an6OMy7_g

"FY24 BP5 - Emergency Preparedness Services Agreement (VH HA-TEMS)" History

-  Document created by Matthew Marry (mmarry@vhha.com)
2023-07-10 - 10:14:42 PM GMT- IP address: 216.98.77.34
-  Document emailed to dlong@vaems.org for signature
2023-07-10 - 10:19:35 PM GMT
-  Email viewed by dlong@vaems.org
2023-07-11 - 3:11:16 AM GMT- IP address: 174.202.2.25
-  Email viewed by dlong@vaems.org
2023-07-18 - 3:20:59 PM GMT- IP address: 64.112.38.249
-  Email viewed by dlong@vaems.org
2023-07-19 - 2:11:34 PM GMT- IP address: 64.112.38.249
-  Signer dlong@vaems.org entered name at signing as David C. Long
2023-07-20 - 2:14:44 PM GMT- IP address: 64.112.38.249
-  Document e-signed by David C. Long (dlong@vaems.org)
Signature Date: 2023-07-20 - 2:14:46 PM GMT - Time Source: server- IP address: 64.112.38.249
-  Document emailed to sconnaughton@vhha.com for signature
2023-07-20 - 2:14:47 PM GMT
-  Email viewed by sconnaughton@vhha.com
2023-07-20 - 2:17:14 PM GMT- IP address: 104.28.132.134
-  Signer sconnaughton@vhha.com entered name at signing as Sean T. Connaughton
2023-07-20 - 2:17:46 PM GMT- IP address: 69.251.121.189



Document e-signed by Sean T. Connaughton (sconnaughton@vhha.com)

Signature Date: 2023-07-20 - 2:17:48 PM GMT - Time Source: server- IP address: 69.251.121.189



Agreement completed.

2023-07-20 - 2:17:48 PM GMT