

Appendix F
Asset Storage and Deployment Terms and Conditions
(FY25 BP1 - ASPR HPP Grant Funding Cycle - July 1, 2024 to June 30, 2025)

The Virginia Health Emergency Management Program (“VHEMP”), a partnership between Virginia Hospital & Healthcare Association (“VHHA”) and the Virginia Department of Health (“VDH”), purchases emergency preparedness prepositioned assets (collectively “EPPAs”) using U.S. Department of Health and Human Services, Administration for Strategic Preparedness and Response (“ASPR”) grant funds. EPPAs may include, but not be limited to, powered air purifying respirators, mobile generators, trailers, communication equipment, and other disaster response assets. From time to time, VHEMP and Healthcare Coalition, as defined in the Healthcare Coalition Member Hospital - Memorandum of Understanding (MOU) may desire to store with or deploy EPPAs to a Healthcare Coalition Member. Prior to storage or deployment, the Healthcare Coalition Member along with the Healthcare Coalition and/or VHEMP will agree to the storage or deployment of EPPAs as evidenced in a writing or signed acknowledgment, and any such storage or deployment will be subject to the following terms and conditions and any other applicable terms and conditions of the Healthcare Coalition Member Hospital MOU.

A. OWNERSHIP

Healthcare Coalition Member agrees that: (a) it is granted only a limited right to use or store the EPPAs in accordance with these Asset Storage and Deployment Terms and Conditions; and (b) VHEMP and the Healthcare Coalition maintain the ability to request prompt return of the EPPAs at any time, and that the Healthcare Coalition Member will promptly comply with any such request, including execution by the Healthcare Coalition Member of any documents necessary for the conveyance of title, insurance, or otherwise required by VHEMP or the Healthcare Coalition to facilitate the return or redeployment of the EPPAs as directed by VHEMP or the Healthcare Coalition. An example scenario of an EPPA requiring return would be in the case of expiration and/or exchange for a new EPPA. An example scenario of an EPPA requiring redeployment would be in the case of the Healthcare Coalition determining that an EPPA not in active life saving use - is needed for life saving use at a different location.

B. RESPONSIBILITIES OF VHEMP AND HEALTHCARE COALITION

While the EPPA is stored or deployed with the Healthcare Coalition Member, VHEMP and Healthcare Coalition are responsible for the following:

1. maintaining EPPA inventory records in Operative IQ of EPPAs and location;
2. provide the Healthcare Coalition Member with a list of EPPAs currently deployed or stored within their facility, as well as an updated list when any EPPAs are added or removed from their facility if requested;
3. coordinating delivery of the EPPAs to the Healthcare Coalition Member’s designated location; and
4. providing the documentation necessary for maintaining, insuring, titling, or registering the EPPAs by the Healthcare Coalition Member as applicable.

C. RESPONSIBILITIES OF HEALTHCARE COALITION MEMBER

While the EPPA is stored or deployed with the Healthcare Coalition Member, the Healthcare Coalition Member is responsible for the following:

1. maintaining and providing proof to the Healthcare Coalition of the necessary and appropriate insurance, in accordance with Section D of this document, to cover a complete or partial loss of the EPPAs;
2. providing proof to the Healthcare Coalition of registering, permitting, and titling the EPPAs, if required by law or as directed by VHEMP or the Healthcare Coalition;
3. paying all associated insurance, title, permit, or other fees associated with the storage of the EPPAs as applicable;
4. providing immediate access to and the right to deploy the EPPAs upon request by VHEMP or the Healthcare Coalition;
5. providing the Healthcare Coalition with detailed expenses associated with the storage or maintenance of the EPPAs if including as part of the “ten-percent match”;
5. submitting timely invoices for reimbursement to the Healthcare Coalition for costs as applicable when mutually agreed upon;
6. maintaining and repairing, to include the associated costs unless otherwise agreed upon in a mutual written agreement of the parties, the EPPAs as appropriate or otherwise required to ensure the EPPAs remain functional and in as good a condition as when the EPPAs were received less normal wear and tear;
7. indemnifying, defending, and holding harmless VDH, VHHA, and the Healthcare Coalition in accordance with Section D of this document;
8. assuming responsibility for the acts or omission of the Healthcare Coalition Member’s contractors and employees;
9. ensuring the EPPAs are tracked and safeguarded from theft or damage;
10. contacting the Regional Healthcare Coordination Center (RHCC) to request deployment of EPPAs;
11. ensuring that the appropriate licensing and/or state or federal regulatory agency (*e.g.* Virginia Department of Health Office of Licensure and Certification) has been consulted regarding use of the EPPAs if applicable;
12. if deployment or use of the EPPA is not otherwise permitted by law or regulation, ensuring use or deployment of the EPPAs are covered under an emergency declaration regulatory waiver;
13. notifying the Healthcare Coalition of any damages to the EPPAs or any items that were used or damaged during the deployment upon return of the EPPAs to VHEMP or the Healthcare Coalition;
14. replenishing items that are expended or damaged during the deployment; and
15. providing the transportation necessary to secure and move the EPPAs for deployment, or paying for the associated transportation costs as requested by VHEMP or the Healthcare Coalition.

D. INDEMNIFICATION AND INSURANCE

1. Indemnification: Each party (the “Indemnifying Party”) will indemnify and hold harmless the other party (the “Indemnified Party”), its directors, officers, employees, agents, and corporate affiliates from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney’s fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from (a) the gross negligence of the Indemnifying Party in the performance of this Agreement or (b) any intentional action or omission committed by the Indemnifying Party under this Agreement or in violation of applicable federal or state laws or regulations.
2. Insurance: Healthcare Coalition Member will obtain and maintain during the storage or deployment of the EPPAs insurance in amounts and types of coverage that are considered

usual and customary for EPPAs of their size, nature, and purpose. VHHA, the Healthcare Coalition, and the Healthcare Coalition Member may mutually agree in writing to insurance policy types and coverage amounts that exceed the usual and customary amounts and types of coverage for the EPPAs.

Insurance coverages that expire shall be promptly renewed by the Healthcare Coalition Member so that there is no gap in coverage and certificates of insurance evidencing such renewal coverage shall be provided to VHHA and the Healthcare Coalition immediately upon renewal.

E. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

1. To the extent allowed by state or federal law or regulation, VHHA and healthcare coalition make no warranties, express or implied, in fact or in law as to any matter with respect to use of the EPPAs, the quality or safety of the EPPAs, or any services provided by VHHA under this appendix f. VHHA and healthcare coalition specifically disclaim any and all warranties with respect to use of the EPPAs, whether expressed or implied, including without limitation any implied warranties of merchantability or fitness for a particular purpose, freedom from infringement and any implied warranties allegedly arising from trade usage or course of dealing. The EPPAs are not intended to replace any preexisting assets owned by the healthcare coalition member and are intended for short-term use. VHHA makes no representation or warranty whatsoever concerning the quality or functionality of the EPPAs or availability for use.
2. Assumption of the risk: to the extent allowed by state or federal law or regulation, the healthcare coalition member assumes all risk, liability and responsibility associated with the storage or deployment of the EPPAs.
3. Disclaimer of incidental, special and consequential damages: to the extent allowed by state or federal law or regulation, neither VHHA, the healthcare coalition, nor the healthcare coalition member shall be liable under any circumstances for any incidental, special or consequential damages or economic loss arising out of or in connection with the delivery, use or performance of the EPPAs based upon breach of warranty, breach of contract, negligence, strict liability in tort or any other legal theory, even if VHHA, the healthcare coalition, or the healthcare coalition member has been advised of the possibility of such damages, including but not limited to loss of profits, revenue, equipment use, property damage, or injury of any kind.