

THE CENTRAL REGION HEALTH SYSTEMS' H5N1 WORKSHOP

This CENTRAL REGION HEALTH SYSTEMS' COALITION WORKSHOP AGREEMENT (this "Agreement") is entered into as of this 7th day of April, 2025 (the "Effective Date") by and between COTS, an Ohio non-profit corporation ("COTS"), and Columbus Public Health. ("Contractor").

RECITALS

- A. WHEREAS, COTS is the regional hospital preparedness coordinating agency for Thirty (30) trauma and acute care hospitals in the fifteen (15) county Central Ohio Region (the "Hospitals") and, as such, desires to assess the Central Region Healthcare Coalition's emergency preparedness plans and responses to identify any gaps and develop strategies to address any limitations.
- B. COTS has selected Contractor to oversee the development of one (1) Workshop in a box to address the impact and response of an outbreak H5N1 in humans. The workshop will be conducted in one location with Healthcare Coalition partners from the region invited to attend.
- C. COTS hereby engages Contractor to provide and Contractor hereby agrees to provide the services specified herein for the Central Region Healthcare Coalition Workshop (the "Services") in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, acknowledging the accuracy of the foregoing recitals, COTS and Contractor hereby agree as follows:

ARTICLE I. Contractor Responsibilities

A. Contractor shall:

Work with and report major milestones, as identified by COTS, to the COTS' Director of Healthcare System Emergency Preparedness, Jodi Keller, COTS, 1390 Dublin Road, Columbus, Ohio 43215. (Phone: 614-255-4407; Fax 614-240-7416; Email: jkeller@cotshealth.org .

- 1. Contractor shall perform the Services consistent with the National Response Framework (NRF), the National Incident Management System (NIMS), the National Preparedness Goals (NPG), the Homeland Security Exercise and Evaluation Program (HSEEP) criteria, and the terms and conditions of this Agreement.
- 2. The manner and means of providing the Services are under the sole control of Contractor. However, the Services contemplated herein must be acceptable to COTS and shall be subject to COTS' general right of supervision over its business affairs to secure satisfactory performance of Contractor.

3. The Contractor shall comply with the Equal Employment Opportunity (Executive Orders 11246 and 11375) and as supplemented by 41 CFR part 60 and with the Copeland “Anti-kickback” Act set forth at 18 U.S.C. §874.
4. The Contractor covenants that he/she/they will not use for the benefit of him/her/their self or any other party (other and the REF) or disclose to any other person or organization any Confidential Information (as hereinafter defined) except as such disclosure or use is consented to in advance by the REF pursuant to this Agreement or in writing, which written consent specifically refers to this covenant. This covenant shall survive the termination of this Agreement. Confidential Information as used herein means information of commercial value to the REF or OHA members that is created, discovered, developed, or has otherwise become known to the REF, or in which property rights have been assigned to or otherwise conveyed to the REF or OHA members, including, but not limited to, the whole or any part of any technical information, trade secret, data technique, marketing plan, strategy, forecast, client or supplier list, business plan, financial information or patient information.

B. Deliverables

1. Contractor will oversee the development of one (1) Workshop (the “Workshop”) to review coalition-level emerging special pathogens plans and complete a facilitated discussion with relevant coalition partners. The focus will be on H5N1.
2. The Workshop presentations (the “Workshop Presentations”) shall test the following components: PPE supply, cache, resource sharing, medical surge concerns, local surveillance gaps, rural considerations/agriculture, EMS transportation.
3. Contractor will host two (2) planning meetings for the workshop with COTS.
4. Contractor will facilitate one (1) Workshop in the Central Ohio Region.
5. Contractor shall supply COTS with the following materials (the “Materials”):
 - a. Workshop Slides
 - b. Sign in Sheets

C. Payment for Services

In exchange for the provision of the Services, Contractor shall be paid as follows:

1. Upon submission of the Workshop documents to COTS, Contractor shall provide an invoice to COTS for payment in the amount of Fifty Thousand Dollars (\$50,000). COTS shall pay the invoice within thirty (30) days of receipt.

D. COTS Responsibilities

To assist Contractor in the conduct and completion of the Services required by this Agreement, COTS agrees to do the following:

1. Respond to any questions or inquiries by Contractor as soon as reasonably practicable;
2. Review and provide comments on project documents submitted by Contractor;
3. Locate a venue to host the Workshop;
4. Create an event flyer and recruit participants from the Healthcare Coalition (HCC);
5. During the Workshop, provide a walkthrough of the current version of the HCC's infectious disease annex;
6. Participate in the Workshop along with regional HCC members; and
7. Make payments to Contractor in accordance with the timeframes specified in this Agreement.

E. Timeline for Completion/Termination

The term of this Agreement shall begin on the Effective Date and shall end on the Completion Date as defined below, unless otherwise agreed upon by the parties. Contractor shall complete the Services required by this Agreement on or before June 30, 2025 (the "Completion Date"). In the event the Services are not completed by the Completion Date or COTS reasonably determines that Contractor has failed to perform the Services to the satisfaction of COTS, in COTS' sole discretion, COTS shall have the right to terminate this Agreement immediately upon written notice to Contractor. Contractor shall have the right to terminate this Agreement immediately upon written notice to COTS in the event any payment owed under this Agreement to Contractor is more than ten (10) days past due. COTS shall have the right to terminate this Agreement at any time without cause upon thirty (30) days' prior written notice to Contractor.

F. Independent Contractor Status

Contractor and COTS shall at all times and in all respects be considered independent Contractors. This Agreement does not create any joint venture, partnership, employment or agency relationship between the parties.

G. Assignment

No party may assign this Agreement or any part hereof without the other parties' prior written consent.

H. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law). The site of any dispute resolution (including any mediation, arbitration or litigation) shall be in Franklin County, Ohio.

I. Successors

This Agreement shall be binding upon the legal representatives, heirs, successors and assigns of the respective parties hereto.

J. Waiver

Any waiver by any party of any act, failure to act or breach on the part of another party shall not constitute a waiver by such waiving party of any prior or subsequent act, failure to act or breach by such other party.

K. Entire Agreement; Amendment

This Agreement and all exhibits attached hereto constitute the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the parties hereto.

L. Controlling Documents

The Services shall be provided in accordance with the terms and conditions of this Agreement, the RFQ, attached hereto as Exhibit A and incorporated herein, and applicable law. In the event the terms and conditions of this Agreement and the RFQ conflict, the terms and conditions of this Agreement shall control.

M. Allocation of Funds

Payment of the Funds to the Contractor shall be contingent upon COTS' receipt of the Funds from ODH. A delay in ODH payment to COTS may result in a delay in the payment by COTS of Funds to the Contractor. The Contractor acknowledges and understands that COTS make no representations that the Contractor's receipt of the Funds are guaranteed, and COTS is in no way responsible for reimbursing the Contractor for any purchases made in anticipation of the Funds.

Total Amount for this Agreement including the Addendum will not exceed Fifty Thousand Dollars. (\$50,000)

[Signatures contained on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

CONTRACTOR: Columbus Public Health

ADDRESS: 240 Parsons Avenue, Columbus, Ohio 43215

By: Mysheika @. Roberts, MD, MPH, Health Commissioner

Its: Health Commissioner

Signature: _____

Date: _____

TIN: 31-6400223

COTS

1390 Dublin Road, Columbus, Ohio 43215

By: Tracy Davidson

Its: CEO

Signature:

A handwritten signature in black ink, appearing to read "Tracy H. Davidson". The signature is written in a cursive, flowing style.

Date: 4/7/2025

TIN: 311592734

Contractor Information Form

Business Name	
Street Address	
City	
State	
Zip Code	
Business Phone Number	
Website Address	
Tax ID Number	31-6400223
Point of Contact	
POC Phone Number(s)	
POC Email Address	
EIN or TIN if applicable	