



UTAH DEPARTMENT OF HEALTH CONTRACT

PO Box 144003, Salt Lake City, Utah 84114
288 North 1460 West, Salt Lake City, Utah 84116

2221617
Department Log Number

222700181
State Contract Number

1. **CONTRACT NAME:** The name of this contract is Public Health Emergency and Healthcare Preparedness Programs - San Juan FY22
2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health (DEPARTMENT) and the following CONTRACTOR:

PAYMENT ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding UT, 84511

MAILING ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding UT, 84511

Vendor ID: 06866HL
Commodity Code: 99999

3. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is provide for the continuation of activities designed to develop, sustain, and demonstrate progress toward achieving fifteen public health and four healthcare preparedness capabilities as they pertain to the local public health department's purview.
4. **CONTRACT PERIOD:** The service period of this contract is 07/01/2021 through 06/30/2024, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$114,897.00 in accordance with the provisions of this contract. This contract is funded with 100% federal funds, 0% state funds, and 0% other funds.
6. **CONTRACT INQUIRIES:** Inquiries regarding this Contract shall be directed to the following individuals:

CONTRACTOR

Mike Moulton
(435) 587-3838
mmoulton@sanjuancounty.org

DEPARTMENT

Family Health and Preparedness
Preparedness Grants
Kevin McCulley
(801) 273-6669
kmcculley@utah.gov

7. SUB – RECIPIENT INFORMATION:

DUNS: 079815014

Indirect Cost Rate: 0%

Federal Program Name:	Public Health Emergency Preparedness (PHEP) Cooperative Agreement	Award Number:	5 NU90TP922027-03-00
Name of Federal Awarding Agency:	Centers for Disease Control and Prevention	Federal Award Identification Number:	NU90TP922027
CFDA Title:	Public Health Emergency Preparedness	Federal Award Date:	7/1/2021
CFDA Number:	93.069	Funding Amount:	\$114897

8. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:

Attachment A: Special Provisions for Local Health Departments

Attachment B: PHEP Special Provisions

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- A. All other governmental laws, regulations, or actions applicable to services provided herein.
- B. All Assurances and all responses to bids as provided by the CONTRACTOR.
- C. Utah Department of Health General Provisions and Business Associates Agreement currently in effect until 6/30/2023.

10. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.
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Contract with Utah Department of Health and San Juan County, Log # 2221617

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____ Date
Willie Grayeyes
County Commission Chair

By: _____ Date
Shari A. Watkins, C.P.A.
Director, Office Fiscal Operations

ATTACHMENT A: SPECIAL PROVISIONS FOR LOCAL HEALTH DEPARTMENTS

FY21-22 Public Health Emergency Preparedness (PHEP) and Hospital Preparedness Program (HPP) Cooperative Agreements

I. Definitions

- A. "ASPR" means the federal Assistant Secretary for Preparedness and Response.
- B. "At-Risk Individuals" is defined at <https://www.phe.gov/Preparedness/planning/abc/Pages/afn-guidance.aspx>.
- C. "Budget Period" refers to the 12-month period beginning July 1 through June 30.
- D. "Budget Period 3" refers to the third budget period, July 1, 2021 through June 30, 2022 of the 2019-2024 Project Period.
- E. "Budget Period 4" refers to the third budget period, July 1, 2022 through June 30, 2023 of the 2019-2024 Project Period.
- F. "Budget Period 5" refers to the third budget period, July 1, 2023 through June 30, 2024 of the 2019-2024 Project Period.
- G. "CDC" means the federal Centers for Disease Control and Prevention.
- H. "Cooperative Agreement" means the federal Hospital Preparedness Program (U3REP190560) and Public Health Emergency Preparedness Program Cooperative Agreement (NU90TP922027).
- I. "CRI" means Cities Readiness Initiative, which is a CDC program designed to enhance preparedness in the nation's largest cities and metropolitan statistical areas (MSAs).
- J. "Department" means the Utah Department of Health, Bureau of Emergency Medical Services and Preparedness.
- K. "Entity" means all of the following, as defined in 2 CFR part 25: Governmental organization, which is a State, local government, or Indian tribe; a foreign public entity; a domestic or foreign nonprofit organization; a domestic or foreign for-profit organization; or a Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- L. "ESAR-VHP" means the Emergency System for the Advanced Registration of Volunteer Health Professionals.
- M. "Executive" means officers, managing partners, or any other employees in management positions.
- N. "FOA" means Funding Opportunity Announcement.
- O. "HCC" means regional Health Care Coalition.
- P. "Healthcare Preparedness Capabilities" means the four capabilities specific to healthcare referenced in *National Guidance for Healthcare System Preparedness* found at <https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/2017-2022-healthcare-pr-capabilities.pdf>.
- Q. "HPP" means Hospital Preparedness Program, as described in the Cooperative Agreement.
- R. "HSEEP" means the federal Homeland Security Exercise and Evaluation Program.
- S. "MCM" means the CDC Medical Countermeasures program.
- T. "MCMDD" means the CDC's Medical Countermeasure Distribution and Dispensing.
- U. "MRC" means Medical Reserve Corps.
- V. "ORR" means MCM Operational Readiness Review.

- W. “PAHPAIA” means the Pandemic and All-Hazards Preparedness and Advancing Innovation Act (PAHPAIA) signed June 2019 and found at <https://www.phe.gov/Preparedness/legal/pahpa/Pages/pahpaia.aspx>.
- X. “PHEP” means Public Health Emergency Preparedness.
- Y. “POD” means Points of Dispensing for MCMs.
- Z. “PPE” means personal protective equipment.
- AA. “Project Period” means the five year period of the 2019-2024 Cooperative Agreement, July 1, 2019 through June 30, 2024.
- BB. “Public Health Preparedness Capabilities” means the fifteen capabilities specific to public health as identified by the CDC and referenced in the Cooperative Agreement, titled *Public Health Preparedness Capabilities: National Standards for State and Local Planning*, found at <https://www.cdc.gov/cpr/readiness/capabilities.htm>
- CC. “SNS” means the federal Strategic National Stockpile program.
- DD. “Sub-recipient” as defined and described in the agreement between the parties titled “General Provisions and Business Associate Agreement” effective July 1, 2019 through June 30, 2024.
- EE. “Total Compensation” means the cash and noncash dollar value earned by the Executive during the Department’s or Sub-recipient’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 1. Salary and bonus;
 2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments;
 3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives, and are available generally to all salaried employees;
 4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans;
 5. Above-market earnings on deferred compensation which is not tax-qualified; and
 6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- FF. “Utah Responds” means the Utah ESAR-VHP system.

II. Prevailing Purpose

- A. This contract provides for the continuation of activities designed to develop, sustain, and demonstrate progress toward achieving fifteen public health and four healthcare preparedness capabilities as they pertain to the local public health department’s purview.

III. Projects and Funding – San Juan County Health Department

- A. Attachment B - Public Health Emergency Preparedness \$114,897

IV. Employee Personnel Time

- A. The Sub-recipient shall only charge employee time spent on Sub-recipient preparedness tasks and activities directly related to the program as described in this contract.

V. Department Contact Information:

The Department encourages inquiries concerning this grant and special provisions, which should be directed to the following Department contacts:

For programmatic technical assistance, contact:

Kevin McCulley, Preparedness Programs Manager
Bureau of Emergency Medical Services and Preparedness
(801) 273-6669
kmcculley@utah.gov

For financial or budget assistance, contact:

Jerry Edwards, Financial Manager
Office of Fiscal Operations, Utah Department of Health
(801) 538-6647
jedwards@utah.gov

VI. Payments

- A. The Sub-recipient shall submit a final Monthly Expenditure Report for funding transfer no later than July 5, 2022.
- B. The Department agrees to reimburse the Sub-recipient up to the maximum amount of the contract for expenditures made by the Sub-recipient directly related to the program, as defined in the LHD General Provisions.

VII. Requests for No Cost Extension or Carry-Over of Unobligated Funds

- A. In the event that federal guidance provides a No Cost Extension or Carry-Over of funds to the Department, the Sub-recipient may request a No Cost Extension or Carry-Over of unobligated funds from the current budget period to the next budget period.
- B. Requests are due by the Sub-recipient to the Department within 30-days as requested by the Department. This date fluctuates annually and is at the discretion of ASPR and the CDC.
- C. There is no guarantee new funds will be available to continue activities in succeeding budget period(s).
- D. Carry-over limits shall be in accordance with the annual limits set by the CDC and ASPR. For the term of this grant, the carry-over limit is set at 100%.
- E. Requests for carry-over by the Sub-recipient shall be made on a template provided by the Department.

VIII. Redirections of Funding

- A. The Sub-recipient shall submit budget redirection requests to the Department no later than March 15, 2022.
- B. All redirection requests shall include:
 1. Revised budget;
 2. Revised work plan (if any activities are changed due to the funds adjustment); and
 3. Justification statement for the request, including an explanation of budget and workplan items that were changed in order to accommodate the adjustment.

IX. Use of Funds for Response

- A. These funds are intended primarily to support preparedness activities that help ensure state and local public health departments are prepared to prevent, detect, respond to, mitigate, and recover from a variety of public health threats.
- B. PHEP Funds for Response
 1. PHEP funds may, on a limited, case-by-case basis, be used to support response activities to the extent they are used for their primary purposes: to strengthen public health preparedness and enhance the capabilities of state, local, and tribal governments to respond to public health threats.
 2. Some PHEP planning activities may have immediate benefit when conducted or performed simultaneously with an actual public health emergency. It is acceptable to spend PHEP funds on PHEP planning activities that benefit the response effort, as long as the activities demonstrably support progress toward achieving CDC's 15 public health preparedness and response capabilities and demonstrate related operational readiness.
 3. The Sub-recipient and the Department must receive approval from CDC to use PHEP funds during response for new activities not previously approved as part of their annual funding applications or subsequent budget change requests.
 - a) The approval process may include a budget redirection or a change in the scope of activities. Prior approval by the CDC grants management officer (GMO) is required for a change in scope under any award, regardless of whether or not there is an associated budget revision.
 - b) Any change in scope must also be consistent with the Cooperative Agreement's underlying statutory authority, Section 319C-1 of the PHS Act, applicable cost principles, the notice of funding opportunity, and Department and Sub-recipient applications, including the jurisdictional all-hazards plans.
- C. HPP Funds for Response
 1. The Pandemic All-Hazards Preparedness and Advancing Innovation Act (PAHPAIA) amended section 319C-2 of the PHS Act to allow HPP funds to be used for response activities. HPP funds may, on a limited, case-by-case basis and with prior approval, be used to support response activities to the extent they are used for HPP's primary purpose: prepare communities and hospitals for public health emergencies and to improve surge capacity. The two emergency situations when recipients may use HPP funds during a state or locally declared emergency, disaster, or public health emergency outlined in the FY 2019-2023 HPP FOA remain in effect.

- a) ASPR may issue guidance during specific events (such as the COVID 2019 response) that may provide additional flexibility beyond what is listed in the FY 2019-2023 HPP FOA.
- b) Using a Declared Emergency as a Training Exercise
 - (1) The request to use an actual response as a required exercise and to pay salaries with HPP funds for up to seven (7) days will be considered for approval under these conditions:
 - (a) A state or local declaration of an emergency, disaster, or public health emergency is in effect;
 - (b) No other funds are available for the cost; and
 - (c) The Sub-recipient agrees to submit within 120 days (of the conclusion of the disaster or public health emergency) an After Action Request (AAR), a corrective action plan, and other documentation that supports the actual dollar amount spent.
- c) Note: A change in the scope of work is required to use an actual event as an exercise whether or not funds are needed to support salaries. Also, regardless of the amount of money used in response to an event, the recipient is still required to meet all the requirements of the original award.

X. HPP Required Provisions

- A. Any conflict between the requirements set by the terms and conditions of the HPP Notice of Award and dHHS statutes and regulations will be resolved using the following order of precedence:
 - 1. Public Health Service Act, Section 311 (42 U.S.C. 243).
 - 2. Terms and conditions of the award.
 - 3. 45 CFR Part 75; (4) HHS Grants Policy Statement.
- B. Subaward Equal Treatment. Department, as the award Recipient, must comply with 45 CFR 75, including the provision that no State or local government recipient nor any intermediate organization with the same duties as a governmental entity shall, in the selection of service providers, discriminate for or against an organization's religious character or affiliation.
- C. Public Policy Requirements
 - 1. All public policy requirements included in "Public Policy Requirements" in Part I and Part II (pages II-2 through II-24) of the HHS Grants Policy Statement (GPS) apply as appropriate. See FOA#: EP-U3R-19-001 under which this award was issued for more information.
 - 2. As required by the Federal Funding Accountability and Transparency Act of 2006, this new award is subject to the subaward and executive compensation reporting requirement of 2 CFR Part 170. Although the full text of this regulation is attached, you may access the language online at <https://www.fsrc.gov/>.
- D. Reporting Subawards and Executive Compensation
 - 1. Reporting of first-tier Sub-recipient. You must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and

Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity, unless you meet the exemption described in 3., below.

2. Where and when to report Executive Compensation. You must report executive total compensation described in this award term to the Department if you meet the following criteria, unless you qualify for the exemption described in 3., below.
 - a) The Sub-recipient shall report the names and total compensation of each of the Sub-recipient's five most highly compensated executives for the preceding completed fiscal year, if:
 - (1) In the preceding fiscal year, you received 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (2) In the preceding fiscal year, you received \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - (3) The public does not have access to information about the compensation of the executives through 3 periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - b) You must report Sub-recipient executive total compensation described in this award to Department by the end of the month following the month during which you make the subaward.
 3. Exemption. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report Subawards, and the total compensation of the five most highly compensated executives of any subrecipient.
- E. Accounting Records and Disclosure. Sub-recipient must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Sub-recipient should expect that Department, or its designee, may conduct a financial compliance audit and on-site program review of grants with significant amounts of federal funding.
- F. Sub-recipients that use federal preparedness funds to support emergency communications activities should comply with current SAFECOM Guidance, a program managed by the Cybersecurity and Infrastructure Security Agency (CISA). The SAFECOM Guidance on Emergency Communications Grants (SAFECOM

Guidance) is an essential resource for entities applying for federal funding. It provides general information on eligible activities and terms and conditions that are common to most federal emergency communications programs, including provisions on technical standards that ensure and enhance interoperable communications. The Cybersecurity and Infrastructure Security Agency updates the document every year in close coordination with federal, state, local, tribal, and territorial stakeholders and partners. The most recent version of the SAFECOM Guidance is available at: <https://www.cisa.gov/safecom/funding>. Specifically, SAFECOM Guidance includes guidance to applicants on the following:

1. Recommendations for planning, coordinating, and implementing projects.
 2. Emergency communications activities that can be funded through federal grants.
 3. Best practices, policies, and technical standards that help to improve interoperability
 4. Resources to help grant recipients comply with technical standards and grant requirements.
 5. Primary guidance on emergency communications grants by the Administration, Office of Management and Budget, and federal grant program offices. .
- G. Travel Cost: In accordance with HHS Grants Policy Statement, travel costs are only allowable where such travel will provide direct benefit to the project or program. To prevent disallowance of cost, the Sub-recipient is responsible for ensuring that only allowable travel reimbursements are applied in accordance with their organization's established travel policies and procedures. The recipients' established travel policies and procedures must meet the requirements of 45 CFR Part 75.474.
1. Travel for participants other than staff (including committee members, etc.) should be listed under the cost category "other". The lowest available commercial fares for coach or equivalent accommodations must be used and are expected to follow federal travel policies found at <http://www.gsa.gov>.
 2. Travel narrative justification: Explain the purpose for all travel and how costs were determined. List any required travel, funds for local travel that are needed to attend local meetings, project activities, and training events. Local travel rate should be based on the agency's personally owned vehicle (POV) reimbursement rate, which should correspond with the GSA rate found at <http://www.gsa.gov>.
- H. Reducing Text Messaging While Driving. In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, Sub-recipient is encouraged "to adopt and enforce policies that ban text messaging while driving company-owned or - rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government."

XI. Funding Restrictions

- A. The Sub-recipient shall use funds only for reasonable program purposes, including personnel, travel, supplies, and services.

- B. Expenses incurred during the contract period must support activities conducted during the same period.
- C. The funding restrictions for projects funded by the CDC PHEP are as follows:
1. Recipients may not use funds for research.
 2. Recipients may not use funds for clinical care except as allowed by law.
 3. Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
 4. Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
 5. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
 6. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - a) Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body; or
 - b) The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
 - c) See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance
<https://www.cdc.gov/grants/additional-requirements/ar-35.html>
 7. The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
 8. In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or Sub-recipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional Requirement (AR) 35 for applicability:
<https://www.cdc.gov/grants/additionalrequirements/ar-35.html>
 9. Recipients may supplement but not supplant existing state or federal funds for activities described in the budget.
 10. Payment or reimbursement of backfilling costs for staff is not allowed.
 11. None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II or \$192,300 per year.
 12. Funds may not be used to purchase or support (feed) animals for labs, including mice.
 13. Funds may not be used to purchase a house or other living quarters for those under quarantine. Rental may be allowed with approval from the CDC OGS.

14. Recipients may (with prior approval) use funds for overtime for individuals directly associated (listed in personnel costs) with the award with prior approval from CDC OGS.
15. Lobbying: Other than for normal and recognized executive-legislative relationships, PHEP funds may not be used for:
 - a) Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body;
 - b) The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body; or
 - c) See additional requirements (AR 12) for detailed guidance on the prohibition and additional guidance on lobbying for CDC recipients https://www.cdc.gov/grants/documents/antilobbying_restrictions_for_dc_grantees_july_2012.pdf.
16. Construction and Major Renovations: Recipients may not use funds for construction or major renovations.
17. Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly justified in the budget.
18. Passenger Road Vehicles: Funds cannot be used to purchase over-the-road passenger vehicles.
 - a) Funds cannot be used to purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas driven motorized carts.
 - b) Sub-recipients can (with prior approval) use funds to lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas-driven motorized carts during times of need.
 - c) Additionally, PHEP grant funds can (with prior approval) be used to make transportation agreements with commercial carriers for movement of materials, supplies and equipment. There should be a written process for initiating transportation agreements (e.g., contracts, memoranda of understanding, formal written agreements, and/or other letters of agreement). Transportation agreements should include, at a minimum:
 - (1) Type of vendor;
 - (2) Number and type of vehicles, including vehicle load capacity and configuration;
 - (3) Number and type of drivers, including certification of drivers o Number and type of support personnel;
 - (4) Vendor's response time; and
 - (5) Vendor's ability to maintain cold chain, if necessary, to the incident.
 - (6) This relationship may be demonstrated by a signed transportation agreement or documentation of transportation planning meetings with the designated vendor.
 - (7) All documentation should be available to the CDC project officer for review if requested.

19. Transportation of Medical Material: Funds can (with prior approval) be used to procure leased or rental vehicles for movement of materials, supplies and equipment.
 - a) Recipients can (with prior approval) use funds to purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads.
 - b) Recipients may purchase basic (non-motorized) trailers with prior approval from the CDC OGS.
20. Procurement of Food and Clothing: Funds may not be used to purchase clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts. Purchase of vests to be worn during exercises or responses may be allowed.
 - a) Generally, funds may not be used to purchase food.
21. Vaccines: With prior CDC approval, use funds to purchase caches of antibiotics for use by public health responders and their households to ensure the health and safety of the public health workforce during an emergency response, or an exercise to test response plans. Funds may not be used to supplant other funding intended to achieve this objective.
 - a) With prior CDC approval, use funds to purchase caches of vaccines for public health responders and their households to ensure the health and safety of the public health workforce.
 - b) With prior CDC approval, use funds to purchase caches of vaccines for select critical workforce groups to ensure their health and safety during an exercise testing response plans.
 - (1) Recipients must document in their submitted exercise plans the use of vaccines for select critical workforce personnel before CDC will approve the vaccine purchase.
 - c) Recipients may not use PHEP funds to supplant other funding intended to achieve these objectives.
 - d) Recipients of PHEP-funded vaccines (within the context of the exercise) may include:
 - (1) Persons who meet the criteria in the CDC-Advisory Committee on Immunization Practices (CDC/ACIP) recommendations www.cdc.gov/vaccines/acip/index.html for who should receive vaccine; and
 - (2) Persons who are not eligible to receive the vaccine through other entitlement programs such as Medicare, Medicaid, or the Vaccines for Children (VFC) program.
 - (a) VFC-eligible children or Medicare beneficiaries may participate in the exercise; however, they should be vaccinated with vaccines purchased from the appropriate funding source.
 - e) Funds may not be used to purchase vaccines for seasonal influenza mass vaccination clinics or other routine vaccinations covered by ACIP schedules.
 - f) Funds may not be used to purchase influenza vaccines for the general public.
 - g) Recipients may not use funds for clinical care except as allowed by law. For the purposes of this NOFO, clinical care is defined as "directly managing the medical care and treatment of individual patients."

PHEP-funded staff may administer MCMs such as antibiotics or vaccines as a public health intervention in the context of an emergency response or an exercise to test response plans. CDC does not consider this clinical care since it is not specific to one.

22. Laboratory Supplies: Instruments, reagents and supplies for the following are not generally purchased with PHEP funding:

- a) Instruments, reagents and supplies for testing seasonal influenza;
- b) Instruments, reagents and supplies for testing rabies;
- c) Instruments, reagents and supplies for routine food testing (surveillance);
- d) Instruments, reagents and supplies for testing vaccine preventable diseases (e.g. measles, mumps, etc.);
- e) Instruments, reagents and supplies for routine testing of vector-borne illnesses (both clinical and vector surveillance);
- f) Routine drug screening of laboratory staff; and
- g) Influenza vaccines (for the general public).
- h) Because recipients receive substantial assistance from CDC through other programs, recipients' set line items are funded under the appropriate program.

D. The funding restrictions for projects funded by the ASPR HPP are as follows:

1. Executive Level II Salary Cap For FY 2021, the Consolidated Appropriations Act, 2020 (Public Law 116-94) signed into law on January 3, 2021, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Executive Level II salary is \$199,300 annually. Funds made available by this award shall not be used by the grantee or subrecipient to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of current Executive Level II compensation requirements.
2. Gun Control. None of the funds made available through this award may be used, in whole or in part, to advocate or promote gun control.
3. Pornography. None of the funds made available through this award may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
4. Lobby Restrictions. The Sub-recipient must comply with 45 CFR Part 93. None of the funds made available through this award shall be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, grant or cooperative agreement, the making of any federal loan, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with any covered action.

5. Trafficking In Persons. Provisions applicable to Sub-recipient that is a private entity.
 - a) Department, as the recipient, our employees, sub-recipients under this award, and subrecipients' employees may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
 - b) ASPR, as the Federal awarding agency may unilaterally terminate this award, without penalty, if Department or Sub-recipient that is a private entity:
 - (1) Is determined to have violated a prohibition in this section; or
 - (2) ii. Has an employee who is determined by the ASPR agency official authorized to terminate the award to have violated a prohibition in this section through conduct that is either—
 - (a) Associated with performance under this award; or
 - (b) Imputed to Department or Sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment And "Suspension (Nonprocurement)," as implemented by ASPR.

XII. Acknowledgment of Funding

- A. CDC Copyright Interests Provisions and Public Access Policy requires that all final, peer-reviewed manuscripts developed under the PHEP award upon acceptance for publication follow policy as provided on page 67, section 16 entitled, "Copyright Interests Provisions" of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement award CDC-RFA-TP19-1901.
- B. Publications. All Sub-recipient publications, including: research publications press releases other publications or documents about research that is funded by ASPR must include the following two statements:
 1. A specific acknowledgment of ASPR grant support, such as: "Research reported in this [publication/press release] was supported by the Hospital Preparedness Program administered by Utah Bureau of EMS and Preparedness, the Department of Health and Human Services Office of the Assistant Secretary for Preparedness and Response under award number 5U3REP190560. And
 2. A disclaimer that says: "The content is solely the responsibility of the authors and does not necessarily represent the official views of the Department of Health and Human Services Office of the Assistant Secretary for Preparedness and Response."

XIII. Dispute Resolution

- A. If any dispute arises between the parties during the activities described by this Contract, the parties agree to seek a resolution through open communication and dialogue.
- B. Either party may request a conference to resolve a disputed issue (consistent with Utah Admin. Code R380-10-3, which supports dispute resolution at the lowest level possible).
- C. If a resolution cannot be reached, Department may bring supervisory personnel into the process to facilitate resolving issues and achieving agreement.
- D. The provisions in B. and C. of this Dispute Resolution section are not mandatory.
- E. If a dispute is not resolved within 30 days of Department decision, the Department's decision is considered the "initial agency determination," as defined by Utah Admin. Code R380-10-2(3).
- F. These provisions do not preclude or affect the provisions, rights, limitations, or timelines for appealing Department actions that are provided or required by Utah Code §§ 26-23-2, 26-1-4.1, or 26-1-7.1, Utah Admin. Code R380-10, or the Utah Administrative Procedures Act (Utah Code § 63G-4).
- G. In the event of any conflict between the Dispute Resolution provisions in the Special Provisions of this Contract with applicable law or rules, the provisions of the applicable law or rules shall control.

**ATTACHMENT B: PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP)
SPECIAL PROVISIONS**

I. Project Objective

- A. Sub-recipient shall use Public Health Emergency Preparedness (PHEP) funding to build and sustain the fifteen Public Health Preparedness Capabilities, and the six Domain Strategies, as described in the 2019-2024 PHEP Funding Opportunity Announcement (FOA) and continuation guidance, to advance public health preparedness, ensuring that federal preparedness funds are directed to priority areas within Sub-recipient jurisdiction as identified through Sub-recipient gap assessment and strategic planning efforts.
 - 1. The five-year project period 2019-2024 PHEP Funding Opportunity Announcement (FOA), as well as continuation guidance for successive budget periods, is located at <https://www.cdc.gov/cpr/readiness/phep.htm>.

II. Prioritization of Public Health Preparedness Capabilities

- A. Sub-recipient shall prioritize their work on and resulting investments in the 15 Public Health Preparedness Capabilities and 6 Domain Strategies based upon:
 - 1. Their Jurisdictional Risk Assessment (JRA);
 - 2. An assessment of current capabilities and gaps using the Public Health Preparedness Capabilities and Sub-recipient's Capability self-assessment process; and
 - 3. The CDC's recommended tiered strategy for Public Health Preparedness Capabilities and Domain Strategies.
- B. Everyday Use
 - 1. Sub-recipient shall demonstrate achievement of capabilities through different means such as exercises, planned events, and real incidents.
 - 2. Sub-recipient shall use routine work activities and real incidents to evaluate their public health capabilities.

III. Sub-recipient Responsibilities

- A. Sub-recipient's PHEP work plan and budget shall meet all requirements defined in this section and shall be evaluated by Department against the following criteria:
 - 1. Whether the work plan narrative adequately describes planned activities for the budget period;
 - 2. Whether the budget and work plan have a reasonable relationship, correlation, and continuity, where applicable, with data from past performance;
 - 3. Whether the work plan includes adequate planned activities to monitor and demonstrate Pandemic and All-Hazards Preparedness Reauthorization Act (PAHPRA) and CDC defined performance measures;

4. Whether the work plan includes adequate planned activities to prioritize, build and sustain public health capabilities;
 5. Whether the work plan includes adequate planned activities which reflect progress to coordinate public health preparedness program activities and leverage program funding;
 6. Whether the budget line-items contain sufficiently detailed justifications and cost calculations; and
 7. The completeness of the work plan and budget.
 - a) Department agrees to review the PHEP work plan and budget.
 - b) Following the initial review, Department staff may call or email the Sub-recipient to collect additional information if needed.
 - c) Any programmatic questions regarding the submission requirements should be directed to the contact listed in Attachment A .
- B. Sub-recipient shall submit a PHEP work plan to Department:
1. The work plan is due annually within 30 days of contract execution, using the template provided by Department.
 2. The work plan shall include the program requirements listed in Section VI. Program Requirements.
 3. Department agrees to provide the PHEP work plan template via email thirty (30) days before the due date.
 4. The work plan must describe planned activities for each budget period within the five-year project period, and include:
 - a) Continuing efforts to build and sustain the 15 Public Health Preparedness Capabilities and six Domain Strategies;
 - b) Specific capabilities from the 15 Public Health Preparedness Capabilities and six Domain Strategies to work on in any single budget period;
 - c) The goal of achieving all 15 Public Health Preparedness Capabilities and six Domain Strategies by the end of the current five-year project period based on their jurisdictional priorities and resources;
 - d) Building and maintaining each Capability and Domain to the scale that best meets their jurisdictional needs, so they are fully capable of responding to public health emergencies regardless of size or scenario; and
 - e) The status of each PHEP Capability in the Work Plan, including any self-selected priority Capabilities for each budget period.
- C. Sub-recipient shall submit progress reports to Department twice a year on activities performed.
1. The mid-year progress report is due annually for each budget period by January 15, and:
 - a) Include the performance period of July 1 through December 31 within the budget period;
 - b) Be fully completed by updating all mid-year progress report sections of the work plan;
 - c) Be completed either in writing or by a site visit to Sub-recipient by Department staff; and
 - d) Include a status update on PHEP work plan activities or changes and performance measurement activities.

2. The end-of-year progress report is due annually for each budget period by August 15, and:
 - a) Encompasses the performance period of July 1 through June 30 within the budget period;
 - b) Be fully completed by updating the end-of-year progress report sections of the work plan; and
 - c) Include a status update on PHEP work plan activities or changes and performance measurement activities.

IV. Sub-Recipient Budget Requirements

- A. Sub-recipient shall provide a detailed line-item budget and line-item justification of the funding amount to support program activities and reflect the 12-month budget period.
- B. Sub-recipient shall use Department provided budget template.
- C. Sub-recipient budget is due to Department by July 31 or within 30 days of contract execution, whichever is later.
- D. Department agrees to distribute the budget template via email no later than thirty (30) days before the due date.
- E. Sub-recipient shall perform a substantial role in carrying out the project objectives.
- F. Sub-recipient may use funds to:
 1. Participate in the National Association of County and City Health Officials (NACCHO) Project Public Health Ready certification program;
 2. Conduct Community Assessment for Public Health Response (CASPER) training and assessments;
 3. Support activities related to Environmental Public Health Tracking (EPHT);
 4. Enhance or sustain public health informatics;
 5. Maintain personnel needed to address chemical, biological, radiological, nuclear, and explosive threat response;
 6. Support hosting, supervising, organization, training, and deployment of Medical Reserve Corps unit for public health responses;
 7. Continue to develop, maintain, support, and strengthen surveillance and detection systems and epidemiological processes; and
 8. Enable other reasonable programmatic purposes within the scope of the PHEP.
- G. Matching of Federal Funds
 1. Sub-recipient shall provide non-federal contributions as a match, in the amount of 10% of the grant amount.
 - a) Sub-recipient shall include a the 10% match on the submitted budget.
 - b) Sub-recipient narrative on the 10% budget match must be in the PHEP budget.
 2. Sub-recipient's matching funds may be provided directly (through Sub-recipient staff time) or through donations from public or private entities, which may be cash or in kind, fairly evaluated, including plant, equipment, or services.
 3. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining such non-federal contributions.

4. Sub-recipient shall refer to 45 CFR § 75.306 for match requirements, including descriptions of acceptable match resources. Sub-recipient's documentation of match shall follow procedures for generally accepted accounting practices and meet audit requirements.
5. Sub-recipient shall adhere to page 57 of CDC's Public Health Emergency Preparedness (PHEP) Funding Opportunity Announcement for additional guidance on matching funds (<https://www.grants.gov/web/grants/view-opportunity.html?oppld=310318>).

V. Evidence-based Benchmark

- A. Sub-recipient shall maintain and demonstrate the capability to receive, stage, store, distribute, and dispense or administer MCMs during a public health emergency.
- B. As part of Sub-recipient response to public health emergencies, Sub-recipient shall be able to complete the following activities:
 1. As evidence that the standard is met, Sub-recipient shall complete MCM Operational Readiness Review self-assessment and provide to Department status reports demonstrating annual progress mitigating program gaps; and
 2. The MCM Operational Readiness Review and program activity shall also include assessing the evidence-based benchmark of written plan updates, mass vaccination elements, and closures of program gaps concerning pandemic influenza.

VI. Annual Requirements

- A. Sub-recipient shall determine risks and threats to the health of the jurisdiction through:
 1. Utilizing the Jurisdictional Risk Assessment (JRA);
 2. Collaboration with ASPR HPP Regional Coalitions hazard assessments; and
 3. Collaboration with other local partners such as emergency management for ongoing threat assessments.
- B. Sub-recipient shall ensure all program activity, including plans, partnerships, and exercises, reflect inclusion of populations with access and functional needs and providers to these populations, to include:
 1. Populations at risk of being disproportionately impacted by incidents;
 2. Community-based organizations;
 3. Providers serving children;
 4. Long-term care facilities such as nursing homes;
 5. Mental/behavioral health providers; and
 6. Tribal nations and members in the jurisdiction, if applicable.
- C. Sub-recipient shall report on the status of written emergency preparedness and response plans, annexes, and protocols in the work plan, to include:
 1. All hazards preparedness and response plan;
 2. Infectious disease response plan;
 3. Pandemic influenza plan;
 4. Medical countermeasures (MCM) plan;
 5. Continuity of operations (COOP) plan;

6. Chemical, biological, radiological, nuclear, explosive response plan;
 7. Volunteer management plan;
 8. Communications plan;
 9. Non-pharmaceutical interventions plan; and
 10. Administrative preparedness plan.
- D. Sub-recipient shall develop an Integrated Preparedness Plan (IPP) for conducting exercises to test public health preparedness capabilities, including:
1. Participation in Department's annual integrated preparedness planning workshop (IPPW), as scheduled;
 2. Exercise and training activities shall be coordinated across Sub-recipient's jurisdiction to the maximum extent possible with the purpose of including the whole jurisdictional community; and
 3. Beginning in budget period 3 (July 1, 2021), CDC requires that IPPs include at least four years of progressive exercise planning.
- E. Sub-recipient shall conduct evaluation and improvement planning based on lessons learned from exercises and real events and report on improvement planning items in the work plan.
- F. Sub-recipient shall conduct Operational Readiness Review (ORR) planning, as it fits into Expanded ORR, and implementation of action plans on alternating budget periods, to include:
1. Submitting Operational Readiness Review document; and
 2. Submitting Operational Readiness Review action plan in Sub-recipient work plan.
 3. Sub-recipients that have successfully achieved Project Public Health Ready (PPHR) recognition status will qualify for exemption from the evaluation of plans of the ORR process. Successful and active PPHR recognition will fulfill the local ORR planning requirements for the duration of the five-year recognition period.
 4. Sub-recipient shall maintain jurisdictional readiness to vaccinate critical workforce personnel and the general public.
 5. Sub-recipient shall annually update Receipt, Stage, and Store (RSS) site survey or additional guidance is provided by CDC on ORR components.
- G. Sub-recipient shall participate as a core member of the designated ASPR HPP Regional Coalition and support Emergency Support Function 8 (ESF-8) cross-discipline coordination with emergency management and other stakeholders.
- H. Sub-recipient shall coordinate with cross-cutting public health preparedness partners.
1. PHEP program components shall complement and be coordinated with other public health, healthcare, and emergency management programs as applicable (city/county emergency management offices, emergency medical services providers, hazmat response agencies, law enforcement, fire agencies, mental health agencies, HCCs, and educational agencies).
 2. Sub-recipient shall collaborate with their immunization program and related partners on syndromic surveillance and other activities to assure preparedness for vaccine-preventable diseases, influenza pandemics, and other events requiring a response.

- I. Sub-recipient shall maintain the capability to activate and coordinate public health emergency operations, including activation of Sub-recipient incident command system (ICS) and MCM activation. Sub-recipient shall maintain a current critical contact sheet and incident command staff roster.
- J. Sub-recipient shall maintain a staff designated as Public Information Officer, trained in crisis and emergency risk communication principles.
- K. Sub-recipient shall have access to communication systems that maintain or improve reliable, resilient, interoperable, redundant information and communication systems and platforms.
- L. Sub-recipient shall provide resources necessary to protect public health first responders, critical workforce personnel, and critical infrastructure workforce from hazards during response and recovery operations.
- M. Sub-recipient shall participate in an annual MCM Inventory Data Exchange/Inventory Management and Tracking System drill conducted by Department or CDC.
- N. Sub-recipient shall participate in monthly redundant communications drills with Department.
- O. Sub-recipient shall train on skills necessary to protect public health first responders, critical workforce personnel, and critical infrastructure workforce from hazards during response and recovery operations.
- P. Sub-recipient shall meet National Incident Management System (NIMS) compliance requirements.
 - 1. Sub-recipient shall adhere to national guidance and policies outlined in publications, including the National Response Framework (NRF), Presidential Policy Directive 8: National Preparedness, the National Preparedness Goal, and the National Preparedness System.
 - 2. Sub-recipient shall conduct response operations following the ICS.
 - 3. Sub-recipient shall conduct training for incident command and support personnel and test staff assembly processes for notifying personnel to report physically or virtually to the public health emergency operations center or jurisdictional emergency operations center during a drill or real-time incidents once during the budget period.
- Q. Sub-recipient shall conduct at least one annual MCM response exercise or drill.
 - 1. The exercise or drill shall test preparedness and response capabilities and specifically address at-risk individuals' needs.
- R. Sub-recipient shall submit one after-action report and improvement plan (AAR/IP) for a response to a real incident or exercise conducted during each budget period within 120 days of exercise date.
- S. Sub-recipient shall partner with their immunization program to complete a pandemic influenza readiness assessment designed to identify operational gaps.
- T. Sub-recipient shall report on preparedness training conducted during each budget period and describe the training's impact on their jurisdiction as part of the end-of-year report.
- U. Sub-recipient shall continue to develop, implement, test, and strengthen administrative preparedness strategies.
 - 1. Sub-recipient shall work to strengthen administrative preparedness planning, to include:
 - a) Procurement;
 - b) Contracting;

- c) Recruitment;
 - d) Health Officer powers;
 - e) Emergency use authorizations; and
 - f) Coordination with healthcare systems, law enforcement, and other stakeholders.
- 2. Sub-recipient shall report on whether they have completed the following:
 - a) Exercised expedited procedures as identified in their administrative preparedness plans for receiving emergency funds during a real incident or exercise and tested expedited processes identified in their administrative preparedness plans for reducing the cycle time for contracting, procurement, or both, during a real emergency or exercise;
 - b) Exercised emergency authorities and mechanisms as identified in their administrative preparedness plans to reduce the cycle time for hiring, reassignment of staff (workforce surge), or both; and
 - c) If tested, identify which procedures were tested and describe the average cycle times for recruitment, hiring of staff, or both in routine and emergency circumstances.
- V. Sub-recipient shall develop and maintain capability to ensure the health and safety of public health first responders, including:
 - 1. Distribute and dispense medical and nonmedical countermeasures to public health first responders;
 - 2. Purchase personal protective equipment (PPE), support fit testing, and maintain respiratory protection programs for the public and health care sector workforce;
 - 3. Promote coordinated training and maintenance of competencies among public health first responders, health care providers including Emergency Medical Services (EMS), and others as appropriate, on the use of PPE and environmental decontamination; and
 - 4. Collaborate, develop, and implement strategies to ensure the availability of effective supplies of PPE by working with suppliers and health care coalitions to develop plans for purchasing, caching, or redistribution/sharing.
- W. Sub-recipient shall include volunteers in training, drills, and exercises to develop and maintain volunteer management competency.
 - 1. If Sub-recipient does not use volunteers, Sub-recipient shall document how they will address volunteers in their response plan.
- X. Sub-recipient shall comply with SAFECOM requirements.
 - 1. If this funding is used to support emergency communications activities, Sub-recipient shall comply with current SAFECOM guidance for emergency communications grants.
 - 2. SAFECOM guidance is available at <http://www.safecomprogram.gov>.
- Y. Sub-recipient shall submit progress reports, program, and financial data, including descriptions of:
 - 1. Progress in meeting the evidence-based benchmark;
 - 2. Accomplishments that show the impact and value of the PHEP program in Sub-recipient's jurisdiction;
 - 3. Incidents requiring activation of the emergency operations center and Incident Command System;

4. Preparedness activities conducted with PHEP funds;
5. Activities on which PHEP funds were spent and the recipients of the funds;
6. The extent to which stated goals and objectives as outlined in the PHEP work plan have been met;
7. The extent to which funds were expended consistently with the funding applications; and
8. Situational awareness data during emergency response operations and other times as requested.

VII. Dispute Resolution

- A. If any dispute arises between the parties during the activities described by this Contract, the parties agree to seek a resolution through open communication and dialogue.
- B. Either party may request a conference to resolve a disputed issue (consistent with Utah Admin. Code R380-10-3, which supports dispute resolution at the lowest level possible).
- C. If a resolution cannot be reached, Department may bring supervisory personnel into the process to facilitate resolving issues and achieving agreement.
- D. The provisions in B. and C. of this Dispute Resolution section are not mandatory.
- E. If a dispute is not resolved within 30 days of Department decision, the Department's decision is considered the "initial agency determination," as defined by Utah Admin. Code R380-10-2(3).
- F. These provisions do not preclude or affect the provisions, rights, limitations, or timelines for appealing Department actions that are provided or required by Utah Code §§ 26-23-2, 26-1-4.1, or 26-1-7.1, Utah Admin. Code R380-10, or the Utah Administrative Procedures Act (Utah Code § 63G-4).
- G. In the event of any conflict between the Dispute Resolution provisions in the Special Provisions of this Contract with applicable law or rules, the provisions of the applicable law or rules shall control.