SPECIAL PROVISIONS
HEALTHCARE ORGANIZATION GRANT AGREEMENT
UTAH HOSPITAL PREPAREDNESS PROGRAM

A. Payments:
   1. The DEPARTMENT agrees to reimburse the GRANTEE up to the maximum amount for expenditures directly relating to this agreement. Allowable expenditures are defined in Section D of this Grant Agreement.
   2. This grant is funded with 100% Federal funds and 0% State funds. The Federal funds provided for this grant are from the following Federal program and award:
      CFDA Number: 93.889
      CFDA Title: National Bioterrorism Hospital Preparedness Program
      Names of Federal Agency: U.S. Department of Health and Human Services, Assistant Secretary for Preparedness and Response
      Funding Opportunity Number: CDC-RFA-TP12-1201
      Project Title: HPP and PHEP Cooperative Agreements
      Pass-through Agency: State of Utah, Utah Department of Health
      Number Assigned by Pass-through Agency: State Grant Number, as recorded on Page 1 of the grant.
   3. This agreement funds Year Two of a five-year grant program:
      Program Year 1: July 1, 2012 – June 30, 2013
      Program Year 2: July 1, 2013 – June 30, 2014
      Future funding of the GRANTEE is subject to availability and at the option of the DEPARTMENT. Additional funding and revised deliverables for subsequent program years will be made via written amendment provided by the DEPARTMENT.

B. Purpose:
The 2012-2017 Hospital Preparedness Program (HPP) cooperative agreement focuses on achieving eight healthcare preparedness capabilities during the five-year project period to advance healthcare and medical system preparedness and surge management. The GRANTEE must use HPP funding to help build and sustain selected capabilities, to engage in planning with external partners and stakeholders (including Regional Healthcare Coalitions), and to sustain facility-level response capabilities. The purpose of the 2012-2017 HPP cooperative agreement program is to provide resources to health and medical organizations for demonstrating measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities that promote prepared and resilient communities. The HPP capabilities for the 2012-2017 project period are: Healthcare System Preparedness, Medical Surge, Healthcare System Recovery, Emergency Operations Coordination, Fatality Management, Information Sharing, Responder Safety and Health, and Volunteer Management. The HPP Planning guide may be found at: http://phe.gov/Preparedness/planning/hpp/reports/Documents/capabilities.pdf.
In addition to working on selected capabilities, the GRANTEE must be able to describe how the funds received address the needs of at-risk individuals (also known as vulnerable or special needs) as required under PAHPA. The definition of at-risk individuals is available at: http://www.phe.gov/Preparedness/planning/abc/Documents/at-risk-individuals.pdf.

C. Responsibilities of the GRANTEE:
The DEPARTMENT shall accept and process reimbursement requests by the GRANTEE upon receipt and approval of Hospital Budget Workplan document. The GRANTEE shall submit Budget Workplan document by email to the DEPARTMENT at healthcarepreparedness@utah.gov. The DEPARTMENT shall provide verification of receipt of deliverables to GRANTEE point of contact by a confirmation email. The DEPARTMENT shall provide the GRANTEE with additional guidance and submission details through technical assistance letters and webinars during the budget period. The GRANTEE may bill as often as monthly for approved expenditures under this Grant Agreement.

Phase I Deliverable:

1. **Hospital Budget Workplan Document.** The Hospital Budget Workplan consists of three sections that must be completed and submitted to the DEPARTMENT on or before the due date:
   a. Project Workplan – The GRANTEE shall assess its status, progress, and completion or expected completion date of HPP Resource Elements.
   b. Project Budget – The GRANTEE shall provide a line item budget, on template provided by the DEPARTMENT, for proposed expenditures under the grant for which the GRANTEE will seek reimbursement.
   c. Validation of Emergency Operations Plan Sections – The GRANTEE shall provide to the DEPARTMENT an assessment and validation of the completion and approval dates of sections of GRANTEE facility Emergency Operations Plans. The sections are to be determined.

The Hospital Budget Workplan Document is due by the GRANTEE to the DEPARTMENT on or before October 15, 2013. Upon approval of the Hospital Budget Workplan Document by the DEPARTMENT, the GRANTEE will be allowed to bill the DEPARTMENT as often as monthly for incurred costs reimbursement under the project. Additional technical assistance and guidance will be provided by the DEPARTMENT before deliverable due date.

Phase II Deliverables:

2. **Facility Survey** - The GRANTEE shall complete and submit an HPP survey by April
1, 2014 that will be developed and distributed by the DEPARTMENT prior to January 31, 2014. The survey will assess GRANTEE NIMS compliance, Regional Medical Surge Coalition participation, and other topics to be determined.

3. **Close Out Packet** – The GRANTEE shall complete and submit an HPP Close Out Packet on or before June 30, 2014 to the DEPARTMENT. The Close Out Packet will be provided to the GRANTEE from the DEPARTMENT, and shall contain the following sections:

   a. **Expenditures** – A final record of all expenditures under the grant. The GRANTEE shall list all expenditures for which reimbursement was requested, provide a link to the approved line item in the Hospital Budget Workplan Document, provide identifying dates and invoice numbers as appropriate, and other information as needed for the DEPARTMENT to validate that reimbursements are for approved expenses by the GRANTEE. Refer to Section D for allowable expenditures under the grant.

   b. **Inventory** – The GRANTEE shall provide an update to the 2012-13 budget period response inventory with equipment and supplies purchased during the 2013-14 budget period. Refer to Section D.1 for allowable equipment and supplies under the grant.

   c. **Training and Education** – The GRANTEE shall provide a list of training and educational events conducted with HPP funds. The Training and Education record shall include the name, date, location, and numbers and types of staff trained. The record shall also include a link to HPP Capabilities and brief justification for the event. Refer to Section D.2 for allowable Training and Educational expenses under the grant.

   d. **Exercises** – The GRANTEE shall provide a list of exercises conducted or supported by the GRANTEE using HPP funds. The Exercise record shall include the name, date, type, and level of the exercise. The Exercise record shall include the HPP Capabilities tested, a brief description of the exercise, validation of availability of an After Action Report/Improvement Plan, and a list of relevant exercise partners. Refer to Section D.3 for allowable Exercise expenses under this grant.

   e. **Communication Drills** – The GRANTEE shall provide a record of no less than 2 external communication drills that were conducted during the budget period. The record shall include the name and date of the drill, the type of communication device tested, a list of drill participants, and any improvement action items identified as a result of drill participation.

D. **Use of Awarded Funds**

   Upon receiving notice of grant activation and approval of Hospital Budget Workplan Document, the GRANTEE agrees to expend funds on equipment and program activities that will support advancement of emergency and disaster preparedness across any phase of the disaster cycle (preparedness, mitigation, response, recovery) and to support development of HPP Capabilities for GRANTEE facility during the current budget period (July 1, 2013 – June 30, 2014). All funds received by GRANTEE must be expended for program activities and equipment purchases that occur during the current budget period. If the GRANTEE is uncertain whether a cost is allowable, it should contact the DEPARTMENT HPP Manager for clarification. A failure to submit required deliverables
and reporting by the GRANTEE (Section C) shall result in withholding of future program years funds by the DEPARTMENT until reports are submitted by GRANTEE. The specific requirements, limitations, and funding restrictions are defined as follows:

1. **Equipment and Supplies (E&S)**
   a. E&S purchases by GRANTEE shall be linked to HPP cooperative agreement capabilities. All E&S purchases must include related development of operational protocols and training processes for healthcare worker skill development and equipment use by the GRANTEE. The following list provides E&S that may be purchased to support capability development.
      i. **Healthcare System Preparedness**
         1. E&S to assist with the provision of critical facility services, including power generation, potable water, facility security, redundant communication, and/or information management,
      ii. **Emergency Operations Coordination**
         1. E&S to track, record, and manage facility response assets.
         2. E&S to support facility Emergency Operations Center/Command Center development and sustainment.
      iii. **Fatality Management**
         1. E&S to support effective facility response to mass fatality events, as coordinated with community partners.
      iv. **Information Sharing**
         1. E&S to support disaster-related tracking of existing and new patients from entry to discharge.
         2. E&S to support information sharing system development that supports coordination with local or state emergency operations information systems, that provides timely and relevant healthcare information to the common operating picture, and which adheres to applicable local and state information technology regulations regarding the receipt and transmittal of information.
         3. E&S to support the development of systems to allow the provision of information to external stakeholders regarding the availability of staffed facility beds by type of bed.
         4. E&S to support access to redundant, interoperable communications equipment that are capable of communication both horizontally (with other healthcare partners) and vertically (with local and state incident management, emergency medical services, and Emergency Support Function 8 partners).
      v. **Medical Surge**
         1. Specialty E&S to increase medical surge capacity and capability, such as:
            a. E&S to expand GRANTEE treatment space, such as tents
            b. Medical E&S to support a surge of patients
            c. Additional emergency response patient care supplies
            d. Specialty care E&S (e.g. burns, pediatric)
e. Mobile medical assets to support GRANTEE response, such as trailers

2. Decontamination assets to support sustainment of current decontamination capacity, to support decontamination of more than one patient simultaneously, and/or to support both ambulatory and stretcher bound patients.

3. Specialized E&S to support patient evacuation and/or shelter in place operations (e.g. evacuation chairs, transport ventilators).

vi. Responder Safety and Health

1. Personal protective equipment for GRANTEE healthcare workers, based on identified risks, expected response activity, and consistency with the type of personal protective equipment used locally to support interoperability and inter-facility sharing.

vii. Other

1. Equipment and supply purchases by the GRANTEE that fall outside of the identified allowances must receive advance approval from HPP Manager. The DEPARTMENT shall provide additional guidance to the GRANTEE on defining pre-approved equipment and supplies versus the need for HPP Manager approval.

2. The GRANTEE may use awarded funds to cover the costs of testing and maintenance of E&S (such as generator service), and access and service fees for information technology and communications E&S (such as satellite phone fees, radio fees, etc.) The GRANTEE must only use awarded funds to pay for service and access that takes place during the current budget period (i.e. the GRANTEE cannot prepay for monthly fees that are outside of current budget period or for reimbursement of pre-award costs).

3. The GRANTEE shall coordinate E&S purchasing decisions in collaboration with Regional Coalition partners to the extent practicable. This coordination shall serve to increase interoperability of E&S between the GRANTEE and Coalition partners, and promote coordination of inter-facility sharing agreements.

4. All E&S purchased with HPP funds must be recorded and submitted to the DEPARTMENT in an updated facility inventory list, as noted in Section C.3 (Close Out Packet).

viii. Limitations

1. E&S purchased with these funds should not be routinely utilized by the GRANTEE to the extent that it becomes necessary for day-to-day operations; rather it should be maintained to support surge capacity. One exception is the use of communications and information technology E&S, which
shall be regularly used and tested to maintain GRANTEE proficiency on its use.
2. Cached supplies used by the GRANTEE due to an emergent need or disaster do not have to be re-supplied, however the purpose and use must be documented.
3. Trailers or storage systems purchased by the GRANTEE and funded by the HPP grant are to be utilized solely for the storage of disaster equipment and supplies.

2. Training and Education (T&E)
   a. T&E expenditures and activities by the GRANTEE shall be linked to HPP cooperative agreement capabilities and determined through a gap and needs assessment process conducted by GRANTEE. T&E expenditures by GRANTEE, to the extent practicable, shall be linked to planned response exercise activity.
      i. Healthcare System Preparedness
         1. T&E to maintain or attain full NIMS compliance based on current NIMS compliance guidance. The DEPARTMENT will provide the GRANTEE with current NIMS compliance elements through a technical assistance letter.
         2. T&E to address healthcare gaps and corrective actions. T&E shall be based on the specific needs identified by GRANTEE for the facility and staff.
         3. T&E to assist GRANTEE facility staff with skill development related to exercise coordination, implementation, and evaluation.
      ii. Emergency Operations Coordination
         1. T&E to assist GRANTEE facility staff with skill development related to functions and evaluation of command center, emergency operations center, and/or response coordination activity.
      iii. Information Sharing
         1. T&E to assist GRANTEE facility staff with skill development related to the use of UHRMS for available bed tracking and reporting.
         2. T&E to assist GRANTEE facility staff with skill development related to the use of communication equipment and protocols, including internal and external emergency communication systems (primary and redundant), information exchange protocols and regulations for transfer of health information, and other communication methods as needed.
      iv. Medical Surge
         1. T&E for GRANTEE facility staff to assist with the development of a common understanding of critical operations between the GRANTEE facility and emergency medical services (EMS) operations.
2. T&E for GRANTEE facility staff with skill development related to local EMS chemical, biological, radiological, nuclear, and explosive (CBRNE) protocols and plans. T&E should focus on development of a common understanding of critical CBRNE operations between GRANTEE facility and EMS.

3. T&E for GRANTEE facility staff to maximize medical surge competency. This T&E must be based on existing need and determined by the defined role of the GRANTEE facility in community response plans. This T&E may include training to enhance GRANTEE facility worker capability to care for specialty patients not normally encountered (burn, pediatric, trauma) and/or training to care for the unique injuries and illnesses expected in populations impacted by a disaster.

4. T&E for GRANTEE facility staff to support skill development related to the use of decontamination equipment and patient decontamination processes.

v. Responder Safety and Health

1. T&E to support GRANTEE facility staff skill development related to the location, access, requesting procedures, and administration of medication in pharmaceutical cache stockpiles, both for internal GRANTEE facility and community stockpiles. This T&E shall be coordinated with entities responsible for management of stockpiles, including the DEPARTMENT (Strategic National Stockpile and Chempacks).

2. T&E to support GRANTEE facility staff skill development related to the use of GRANTEE facility and community caches of personal protective equipment, including compliance with Federal or state OSHA guidelines.

vi. Other

1. All T&E activities conducted with HPP funds shall be recorded by the GRANTEE and a record of trainings shall be submitted to the DEPARTMENT as noted in Section C.3 (Close Out Packet).

2. The GRANTEE agrees to send a minimum of one GRANTEE facility staff to DEPARTMENT sponsored annual healthcare summit conference event.

3. The GRANTEE shall coordinate planned T&E events with Regional Coalition partners, with a goal of identifying shared training needs. Conducting joint or shared training events with Regional partners can result in cost savings and efficiencies in the use of awarded funds.

4. The GRANTEE may use awarded funds for T&E to support costs of reasonable program purposes, including planning and facilitation personnel, travel, supplies, contractual services,
tuition or training course fees, and consultant services. Reimbursement for staff time attendance at T&E that takes place during the staff persons normal work hours is not an allowed use of funds. However, costs for staff attendance at T&E events that is above normal workweek hours (overtime) is allowed.

vii. Limitations

1. Backfilling costs of staff to cover other staff attendance at training or exercises are not allowed expenses by the GRANTEE. Backfill cost is defined as the straight-time salary and benefits and overtime of replacement personnel who perform the regular duties of other personnel while they are engaged in HPP funded training or exercise events, or responding to actual emergencies.

2. HPP funds may not be used to cover staff time, wages, or salary for training events that take place during the course of the normally scheduled work hours for an individual staff person.

3. Exercise Participation

a. Exercise planning, coordination, and activity expenditures by the GRANTEE must be linked to the testing of current HPP cooperative agreement capabilities. Preparedness is achieved by the GRANTEE through a continuous cycle of planning, organizing and equipping, training, exercises, evaluation, and corrective action. The GRANTEE must participate in at least one Regional or state-level functional or full-scale exercise during the five-year project period. The DEPARTMENT shall provide additional guidance to the GRANTEE regarding upcoming Regional and state-level exercises.

   i. Healthcare System Preparedness

   1. The GRANTEE shall participate in coordinated exercise planning both internally, with Regional Coalition partners, and with state-level exercise planners.

   2. If awarded funds are used to support exercise participation by the GRANTEE, then the GRANTEE shall conduct exercises using the Homeland Security Exercise Evaluation Program (HSEEP) guidelines. HSEEP guidelines include the development of a post-exercise After Action Report, Improvement Plan, and integration of findings into subsequent planning cycles.

   3. Exercise events coordinated by the GRANTEE using awarded funds must include horizontal (other healthcare or medical partners) and vertical (emergency management, EMS, state, Federal partners) coordination and participation.

   4. The GRANTEE shall participate in a DEPARTMENT process to identify and share best practices and lessons learned through exercise participation.
5. The GRANTEE shall provide training opportunities for GRANTEE facility workers to develop the necessary skill sets for exercise participation.

ii. Other

1. The GRANTEE shall coordinate planned exercises with Regional Coalition partners, with the goal of identifying shared exercise activity and expenditures that can result in cost savings and efficiencies in the use of awarded funds.

2. The GRANTEE may demonstrate the exercising of capabilities through events other than exercises, including planned events, unplanned events, and actual responses.

3. **All exercise activities conducted with HPP funds shall be recorded by the GRANTEE and a record of exercises shall be submitted to the DEPARTMENT as noted in Section C.3 (Close Out Packet).**

4. The GRANTEE may use awarded funds to conduct enhancement and upgrades to emergency operations plans based on exercise evaluation and improvement plans.

5. The GRANTEE may use awarded funds to cover release time for HCO workers to attend exercises. (Note restriction on backfill below). The GRANTEE may also use funds to cover reasonable exercise costs, including personnel, staff time to attend exercises, travel, supplies, contractual services, and consultant services.

6. The GRANTEE may use awarded funds to cover costs associated with planning, developing, executing, and evaluation of exercises.

iii. Limitations

1. Backfilling costs of staff to cover other staff attendance at training or exercises are not allowed expenses by the GRANTEE. Backfill cost is defined as the straight-time salary and benefits and overtime of replacement personnel who perform the regular duties of other personnel while they are engaged in HPP funded training or exercise events, or responding to actual emergencies.

2. Individual GRANTEE exercises are not allowable costs under this grant.

4. **Travel and Meeting Attendance**

   a. The GRANTEE may use awarded funds to cover reasonable costs related to travel to and attendance at training events, educational workshops, exercise events, Regional and state meetings, and other activities directly related to GRANTEE facility capability development and program participation. All travel will follow existing policies of the GRANTEE organization.

5. **Additional Funding Restrictions**

   a. The GRANTEE may not use funds for fund raising activities or lobbying.

   b. The GRANTEE may not use funds for research.
c. The GRANTEE may not use funds for construction or major renovations.

d. The GRANTEE may not use funds for clinical care.

e. The GRANTEE may not use funds to purchase vehicles.

f. The GRANTEE may not use funds for reimbursement of pre-award costs.

g. The GRANTEE may supplement but not supplant existing state or federal funds for project activities.

h. The GRANTEE in this cooperative agreement program must perform a substantial role in carrying out project objectives and not merely serve as a conduit for an award to another party or provider who is ineligible.

i. The GRANTEE may not use funds to pay regular salary and/or wages for GRANTEE facility staff.

E. DEPARTMENT Responsibilities

1. The DEPARTMENT shall provide additional programmatic guidance and technical assistance to the GRANTEE to increase GRANTEE understanding of HPP purpose, deliverables, use of funds, and restrictions.

2. The DEPARTMENT shall provide standardized templates and program guides to assist the GRANTEE with completion of deliverables and required reporting.

3. The DEPARTMENT shall conduct a GRANTEE site visit at minimum once during the five year project period. This site visit will include an assessment by the DEPARTMENT of GRANTEE written response plans, equipment, and training records. A site visit report will be furnished by the DEPARTMENT to the GRANTEE.

4. The DEPARTMENT shall represent GRANTEE strengths, challenges, and concerns at state and federal meetings and events.

F. Miscellaneous Provisions

1. This grant agreement may not be modified except by written agreement between the DEPARTMENT and the GRANTEE.

2. The GRANTEE shall maintain records of all disbursements, invoices, contracts, purchase orders, and other documentation related to the expenditure of funds. The GRANTEE must maintain and store the records for a minimum of two years after the end of the budget period. At the request of the DEPARTMENT, the GRANTEE shall make available program documentation relating to the use of HPP funds.

3. Any published products created by the GRANTEE using HPP funds shall include the following citation of the funding source – “Hospital Preparedness Program Grant CFDA #93.889 U.S. Department of Health and Human Services (HHS), Office of the Assistant Secretary for Preparedness and Response (ASPR)” and acknowledge the UDOH-GRANTEE Partnership.