



Scott Harris, M.D., M.P.H.
STATE HEALTH OFFICER

August 27, 2020

Billie Jo Underwood, Chairman
Baldwin County EMA
23100 McAuliffe Drive
Robertsdale, AL 36567

Dear Ms. Underwood:

Enclosed is an original copy of your Grant with the Alabama Department of Public Health. This Grant in the amount of **\$7,500.00** is effective **July 1, 2020 through June 30, 2021**. Payment for the services provided will be made upon execution of this agreement as described in Section 1, Payment to Sub-Recipient.

After your review of this Grant, if there are no questions, please enter your approval signature on this document and return it as soon as possible. A fully executed copy will be returned to you upon final approval by representatives of the Alabama Department of Public Health and others, as required

Return documents to the attention of Ellen Snipes at the address shown below:

Alabama Department of Public Health
Center for Emergency Preparedness
P. O. Box 303017
Montgomery, Alabama 36130-3017

If you have questions, please contact Lisa Connell at 334-290-6302. Your concern for the safety and welfare of our citizens and your willingness to assist in preparation for emergencies is appreciated.

Sincerely,

Robert A. Mullins, Director
Center for Emergency Preparedness

RAM/EES

Enclosure: C00119210

**GRANT
BETWEEN
THE ALABAMA DEPARTMENT OF PUBLIC HEALTH
AND
COUNTY OF BALDWIN**

This Grant entered into by and between the **Alabama Department of Public Health**, hereinafter the "**Department**," and the **County of Baldwin**, hereinafter "**Sub-Recipient**," is effective **July 1, 2020** and terminates **June 30, 2021**.

WHEREAS, the purposes of this Grant are to strengthen the State's Strategic National Stockpile, hereinafter "SNS", Program and preparedness efforts in responding to acts of bioterrorism and other emergencies that threaten the public's health.

WHEREAS, funding for activities performed under this Grant was provided by the Department, Alabama Department of Public Health, Center for Emergency Preparedness through a cooperative agreement with the Centers for Disease Control and Prevention, CFDA # 93.069, Public Health Emergency Preparedness, Grant # 5 NU90TP922030-02-00, for budget period 7/1/2020 – 6/30/2021.

The program was authorized through the following Acts: Public Health Service Act Sections 301, 307, 311, 317, and 319C-1, Law 108-111, Public law 109-417, U.S.C. 247d-3.

NOW THEREFORE, in consideration of the mutual covenants herein below specified, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties herein agree to the following:

The Department shall:

1. Administer the Office of the Assistant Secretary for Preparedness and Response, hereinafter "ASPR", Hospital Preparedness Program and Center for Disease, hereinafter "CDC" Control and Prevention, Public Health Emergency Preparedness cooperative agreements.
2. Reimburse Sub-Recipient for items pertinent to the Regional Distribution Site, hereinafter "RDS," and County Staging Areas, hereinafter "CSA," within Southwestern Public Health District, hereinafter "SWPHD"; upon submission of detailed itemized receipts according to budget.
3. Ensure that the CDC funds are used to enhance the capacity of the public health system to detect and respond to incidents of bioterrorism, infectious disease outbreaks and other public health threats and emergencies.

4. Periodically reimburse payment to the Sub-Recipient upon receipt of monthly itemized invoices up to the award amount of **\$7,500.00** for services performed under this grant, in accordance to submitted budget.

The Sub-Recipient shall:

1. In conjunction with the SWPHD Emergency Preparedness, hereinafter "EP," Director, conduct planning meetings with all SWPHD counties to discuss and plan for SNS activities. Minutes, agendas, supporting email documentation and sign-in sheets of said meetings are to be submitted to the SNS Coordinator(s) or designee, **no later than 30 days after the meeting and as requested.**
2. In conjunction with the SWPHD EP Director, ensure the RDS has a current, valid, and operational SNS Plan that has been developed from the template that was developed by the State SNS Program. The plan must be reviewed and signed off on annually by the EP Director and all agencies that are involved in the execution of the plan by the Medical Counter Measure Operational Readiness Review "MCM ORR". **Submit an electronic copy of the plan to the State SNS Coordinator by December 1, 2020.** Email to Aaliyah.burt@adph.state.al.us.
3. Provide a portion of this funding to county Emergency Management Agencies, hereinafter "EMAs," within SWPHD so they will be able to respond to SNS events and develop and maintain CSAs. This includes ensuring each County in the District has designated a CSA and a local SNS CSA Plan that has been developed from the template that was developed by the State SNS Program and has been reviewed and signed off on annually by the EP Coordinator and all entities that are involved in the execution of the SNS plan.
4. Conduct or attend at least one (1) RDS training session annually and provide documentation (i.e. training material, sign-in sheets, etc.). Each CSA site should be tested once every three years. **Documentation should be submitted to the SNS Coordinator within thirty-days following the training.**
5. Maintain RDS via purchase of SNS operational materials as needed and provide said purchases to EP Director for the purposes of Sub-Recipient monitoring, as requested.
6. Have at least one (1) RDS representative participate in Alabama Department of Public Health SNS meetings held at ADPH in Prattville in person or via conference call.
7. Supply to the State SNS Coordinator or designee copies of all written agreements, such as MOA's, MOU's, or contracts between SWPHD the EMAs and any other organization related to the RDS function by December 1, 2020.

8. Supply to the State SNS Coordinator copies of all documentation currently in possession of the RDS pertinent to all RDS related trainings, including which individuals are assigned to all job roles in the RDS. This documentation should include the individuals' contact information, which role(s) they have been trained to function in, and when and where their training took place. **Submit to SNS Coordinator by December 1, 2020.**
9. RDS staff must be trained every two years. **Copies of training material and participant sign in sheets must be submitted to the State SNS Coordinator 30 days after the completion of the training.**
10. Assist SWPHD EP Director with DVC setup drills.
11. Develop and submit a draft mass vaccination plan to SNS Coordinator by 12/1/2020. This plan should include positions needed to operate the vaccination clinic, staff plan, and job aides for each position.
12. Expend 50% of the funds by January 31, 2021 and the remaining funds by May 1, 2021.
13. Inform SNS Coordinator by January 31, 2021 if 50% of the funds will not be expended by January 31, 2021 and by April 1, 2021 if the remaining funds will not be expended by May 1, 2021.
14. All spending, **except for salaries, trainings, and travel** must be completed by May 1, 2021. **Notify SNS Coordinator immediately if you have a special circumstance and need to spend funds after the spending deadline.**
15. Provide a written quarterly progress report to the State SNS Coordinator on the status of the grant funds to include: items purchased and received, anticipated purchases, expectation of spending all grant funds before grant deadline. Reports are due to the State SNS Coordinator on October 16, 2020, January 16, 2021, April 17, 2021, and July 17, 2021. **Reports submitted after the due date may result in decreased funding.**
16. **Submit invoices by the 15th of each month. Monthly invoice submission is preferred; however, quarterly submission will be accepted: October, January, April, and July. The final invoices should be submitted no later than August 7, 2021.** Invoices must include the model and serial number on all approved equipment and electronic purchases. Invoices without the required information will not be paid.
17. Include pay periods for any salaries claimed for reimbursement; any reimbursements submitted with payroll claims showing only the date the checks were administered will not be acceptable. If the pay period dates are not

included the reimbursement will not be forwarded to the Department's finance division for payment.

18. Obtain prior approval from the Center for Emergency Preparedness, hereinafter "CEP", SNS Coordinator/Project Manager for purchasing electronic devices, equipment and any items not listed on your budget and/or scope of work. **Items that are purchased without prior approval from the SNS Coordinator will not be reimbursed.**
19. All purchases must be dated prior to or on June 30, 2021. Any purchases made after June 30, 2021 will not be reimbursed.
20. Adhere to the property standards outlined in 2CFR part 200. ADPH defines property as any single item with a value of \$500.00 or greater. As the pass-through entity, ADPH must record and monitor these items to satisfy the Department's grant requirements.
21. Adhere to Closeout Date (**August 7, 2021**) referred to in the Closeout Clause to ensure reimbursement is received for all expenditures made during the grant period and to ensure payments are processed before the Department's close out deadline.

None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

Under no circumstances shall the maximum amount payable under this Grant exceed \$7,500.00 for the Grant period.

OFFICE OF INSPECTOR GENERAL EXCLUSION PROVISION. Section 6501 of the Patient Protection and Affordable Care Act ("PPACA") regarding exclusions from federal health care programs took effect on January 1, 2011. This Section of PPACA amends the Social Security Act to provide that State Medicaid agencies must exclude or terminate from participation any individual or entity excluded from participating in any Federal healthcare program, such that, if an individual or entity is excluded or terminated by Medicare or by Medicaid in any state, that individual or entity must be excluded from all other states' Medicaid programs.

Pursuant to that provision, if the Contractor is entering into this agreement for a federal health care program, Contractor agrees to screen all employees and subcontractors against the OIG list of excluded individuals and entities upon engagement and at least monthly. *This includes screening of former names and variations of names.*

CLOSEOUT CLAUSE. Sub-Recipient acknowledges that all invoices or other demands for payment must be received by the Department by August 7, 2021. Invoices or demands for payment received after that date cannot be paid and are forfeited.

ANTI-DISCRIMINATION CLAUSE. Sub-Recipient will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable Federal and State laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex or disability, as defined in the above laws and regulations. Sub-Recipient shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990.

GOVERNOR'S PRORATION CLAUSE. It is agreed that the Department may terminate this Grant by providing thirty (30) days written notice to Sub-Recipient should the Governor of Alabama declare proration of the fund from which payment under this Grant is to be made. This termination for cause is supplemental to other rights the Department may have under this Grant or otherwise to terminate this Grant.

TERMINATION CLAUSE. This Grant may be terminated by either party providing a thirty (30) day written notice to the other party.

AMENDMENT CLAUSE. This Grant may be amended only by mutual agreement in writing, signed by Department and Sub-Recipient, and processed through and approved by all necessary authorities.

STANDARD OF PRACTICE CLAUSE. Sub-Recipient agrees to observe and comply at all times with all Federal and State laws and rules in effect during the term of this Grant which in any manner affect performance under this Grant. Sub-Recipient agrees to perform services consistent with customary standard of practice and ethics in the profession.

WHISTLEBLOWER PROTECTION CLAUSE. Pursuant to 41 U.S.C. § 4712, an employee of a contractor, subcontractor, or grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. The statute defines whistleblowing as making a disclosure that the employee reasonably believes is evidence of:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract or grant.

To qualify under the statute, the employee's disclosure must be made to:

- A Member of Congress or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has responsibility to investigate, discover or address misconduct.

ASSIGNMENT CLAUSE. The rights, duties, and obligations arising under the terms of this Grant shall not be assigned by any of the parties hereto without the written consent of all other parties.

ENTIRE AGREEMENT CLAUSE. This Grant contains the entire agreement of the parties and there are no other agreements, verbal or written, affecting this Grant that have not been incorporated herein or attached hereto.

SEVERABILITY CLAUSE. Each provision of this Grant is intended to be severable. If any term or provision of this Grant is illegal or invalid for any reason whatsoever, said illegality or invalidity shall not affect the legality or validity of the remainder of this Grant.

HEADINGS CLAUSE. Headings in this Grant are for convenient reference only and shall not be used to interpret or construe the provisions of this Grant.

DO NOT WORK CLAUSE. Sub-Recipient acknowledges and understands that this Grant is not effective until it has received all requisite State government approvals and Sub-Recipient shall not begin performing work under this Grant until notified to do so by the Department. Sub-Recipient is entitled to no compensation for work performed prior to the effective date of this Grant.

EMERGENCY CANCELLATION CLAUSE. Notwithstanding any other provision of this Grant, upon the issuance of a Declaration of Financial Necessity by the State Health Officer, this Grant may be canceled immediately upon notice of such cancellation being given in writing to the Sub-Recipient. Notwithstanding such cancellation, the Sub-Recipient shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

FINANCIAL NECESSITY CLAUSE. All terms and conditions of this Grant notwithstanding, the parties agree that upon the issuance of a Declaration of Financial Necessity by the State Health Officer, the maximum amount payable under this Grant may be unilaterally reduced by the Department to an appropriate amount to be determined by the Department upon notice of such being given in writing to the Sub-

Recipient. Notwithstanding such reduction, the Sub-Recipient shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

DEBT OF STATE CLAUSE. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article X1, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Grant shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Grant, be enacted, then that conflicting provision in the Grant shall be deemed null and void. The Sub-Recipient's sole remedy for the settlement of any and all disputes arising under the terms of this Grant shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

TOBACCO SMOKE CLAUSE. Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to one-thousand dollars (\$1000) per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Grant the Sub-Recipient certifies that it will comply with the requirements of the Act. The Sub-Recipient further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all Sub-Recipients shall certify accordingly.

LOBBYING CLAUSE. The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Grant, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to 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 this Federal Grant, contract,

loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten-thousand dollars (\$10,000) and not more than one-hundred-thousand dollars (\$100,000) for each such failure.

DEBARMENT, SUSPENSION CLAUSE. For the purposes of this clause, "prospective lower tier participant" or "lower tier participant" refers to the Grantee or Sub-Recipient herein.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective

participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under sub-paragraph 5 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

RECORD RETENTION. The Sub-Recipient is aware that it must retain all records pertinent to expenditure incurred under this Grant for a period of three (3) years after the termination of all activities funded under this Grant. Records for any displaced person must be kept three (3) years after he/she has received final payment. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, plus the current year whichever occurs later. See Department of Public Examiners for its record retention policy.

AVAILABILITY OF FINANCIAL STATEMENTS. All records and financial statements, to include a copy of the independent audit report, shall be made available to authorized personnel from the State or Federal Program Office, the Examiners of Public Accounts or their representatives, for audit and inspection purposes.

AUDIT REQUIREMENTS. A non-Federal Sub-Recipient that expends \$750,000 in federal awards or more during the Sub-Recipient's fiscal year must have a single audit conducted in accordance with the Uniform Administrative Requirements, 2 CFR Part 200, Subpart F.

INTERPRETATION CLAUSE. Where there is an apparent conflict among the Grant documents which cannot be resolved by interpretation, this document controls.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

Sub-Recipient:
County of Baldwin

Alabama Department of Public Health
This Grant has been reviewed as to content

Signed: _____
Billie Jo Underwood, Chairman
Baldwin County Commission

Signed: _____
Robert A. Mullins, Director
Center for Emergency Preparedness

Date: _____

Date: _____

Address:
312 Courthouse Square, Suite 11
Bay Minette, AL 36507-4809

APPROVED:
Alabama Department of Public Health

Mailing Address:
Baldwin County EMA
23100 McAuliffe Drive
Robertsdale, AL 36567

Signed: _____
Scott Harris, M.D., M.P.H.
State Health Officer

Telephone: 251-972-6807
Fax: 251-580-1616

Date: _____

Sub-Recipient please type or print your
email address:
danon.smith@baldwincountyal.gov

FEIN: [REDACTED]

DUNS NO: [REDACTED]