

FISCAL PROCEDURES APPROVED
 PAUL LANGULO, CPA, AUDITOR-CONTROLLER
 BY: *[Signature]* 3/13/13
 Lisette Rose

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

813



SUBMITTAL DATE:
 March 12, 2013

FROM: Department of Public Health

SUBJECT: Ratify the Amendment (A01) to Agreement EPO 12-33 between the County of Riverside Department of Public Health (DOPH) and the California Department of Public Health (CDPH) to accept a Public Health Laboratory Trainee Stipend.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Amendment (A01) to Agreement EPO 12-33 between the County of Riverside Department of Public Health (DOPH) and the California Department of Public Health (CDPH) to Accept a Public Health Laboratory Trainee Stipend in the amount of \$30,000 from July 1, 2012 through June 30, 2013;
- 2) Authorize the Chairperson of the Board of Supervisors to sign four (4) originals of said Amendment (Agreement # EPO 12-33) on behalf of the County: and

MOTIONS: (Continued on page 2)

KS:nm/ys

[Signature: Susan D. Harrington]
 Susan Harrington, Director
 Department of Public Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 30,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

SOURCE OF FUNDS: 100% Federal Funding	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature
 BY: *[Signature: Debra Cournoyer]*
 Debra Cournoyer

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 3/13/13
 NEAL R. KIPNIS
 DATE
 Departmental Concurrence

Policy Policy
 Consent Consent
 Consent Consent

Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 11/20/12, 3.40 District: All/All Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3-15

SUBJECT: Ratify the Amendment (A01) to Agreement EPO 12-33 between the County of Riverside Department of Public Health (DOPH) and the California Department of Public Health (CDPH) to accept a Public Health Laboratory Trainee Stipend.

RECOMMENDED MOTION (Continued):

- 3) Approve and direct the Auditor Controller to make budget adjustments as specified on the attached Schedule A.

BACKGROUND:

The Riverside County Board of Supervisors approved Agenda Item 3.40 on November 20, 2012, which authorized and funded the Department of Public Health to continue emergency preparedness and response activities to test and improve essential health/medical emergency response functions within Riverside County.

This Amendment to Agreement EPO 12-33 will allow the Department of Public Health to participate in the Public Health Laboratory Trainee program. A Temporary Assignment Program (TAP) Microbiologist will be hired to do disease surveillance and outbreak/emergency investigations throughout Riverside County. The doctoral candidate will attend epidemiology and laboratory trainings with Public Health Laboratory Trainees from other counties.

Approval of this Amendment will allow Riverside County's Department of Public Health Laboratory to benefit in the areas of increased epidemiology, communicable and non-communicable diseases and laboratory surveillance. The Public Health Laboratory Trainee will also assess the County's prevention effectiveness and attempt to offer suggestions to improve the county's health outcomes. The doctoral candidate will receive accreditation for training recognized by the State of California public health laboratory system.

FINANCIAL INFORMATION: The total Public Health Stipend is \$30,000 and has been included in the attached Schedule A.

SCHEDULE A

Community Health Agency
Department of Public Health
Public Health Emergency Preparedness and Response Branch
PHEP Lab Trainee Stipend
HS100111

Budget Adjustment
Fiscal Year 2012-13

INCREASE IN APPROPRIATIONS:

21750- 4200102100- HS100111- 6610- 510040	Regular Salaries	\$ 15,131
21750- 4200102100- HS100111- 6610- 518100	Budgeted Benefits	3,026
21750- 4200102100- HS100111- 6610- 522860	Medical-Dental Supplies	6,843
21750- 4200102100- HS100111- 6610- 523700	Office Supplies	500
21750- 4200102100- HS100111- 6610- <u>524500</u>	<u>Admin Support Direct</u>	<u>4,500</u>

TOTAL INCREASE IN APPROPRIATION \$30,000

INCREASE IN ESTIMATED REVENUE:

21750- 4200102100- HS100111- 6610- 767220	Fed- Other Operating Grants	<u>\$30,000</u>
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2012-13 Public Health Emergency Preparedness (PHEP), General Fund Pandemic Influenza (GF Pan Flu) and Hospital Preparedness Program (HPP) Funding

AGREEMENT

**PHEP and HPP Funding Opportunity Number CDC-RFA-TP12-1201
GF Pan Flu Funding Authority – 2012 Budget Act, Chapter 21**

1. This Agreement is entered into between the California Department of Public Health, hereinafter referred to as “CDPH” and the County of Riverside, hereinafter referred to as “Local Health Department (LHD)” and/or “Local HPP Entity”.
2. The term of this Agreement is July 1, 2012 through June 30, 2013.
3. The maximum amount payable under this Agreement is \$2,918,182, and is allocated as follows:
 - \$1,363,732, PHEP Base Allocation (7/1/12 – 6/30/13)
 - \$0, Laboratory Allocation (7/1/12 – 6/30/13)
 - \$30,000, Lab Trainee Stipend
 - \$567,859, Cities Readiness Initiative Allocation (7/1/12 – 6/30/13)
 - \$819,545, HPP Allocation (7/1/12 – 6/30/13)
 - \$137,046, GF Pan Flu Allocation (7/1/12 – 6/30/13)
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work (for Lab Trainee) 03 Pages

Exhibit B – Budget Detail and Budget Provisions 04 Pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	
CONTRACTOR'S NAME	
County of Riverside	
BY (Authorized Signature)	DATE SIGNED (Do not type -signor must date)
PRINTED NAME AND TITLE OF PERSON SIGNING	
John J. Benoit, Chairman Board of Supervisors	
ADDRESS	
County Administration Center · 4080 Lemon St. Riverside, California 92501	
STATE OF CALIFORNIA	
AGENCY NAME	
California Department of Public Health	
BY (Authorized Signature)	DATE SIGNED
ADDRESS	
1615 Capitol Avenue, MS 7002, P.O. Box 997377, Sacramento, CA 95899-7377	

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE

EXHIBIT A

Scope of Work

(Lab Trainee Stipend addendum)

2012-13 Public Health Emergency Preparedness Lab Trainee Stipend (LTS) Funding

Riverside County Public Health Laboratory - Public Health Microbiologist Training Program

Purpose: Riverside County Public Health Laboratory (RCPHL) is requesting training funds in the amount of \$30,000 for one Public Health Microbiologist (PHM) trainee to begin January 2013 and ending July 2013.

Recruitment of Trainee: RCPHL will screen applicants identified through the Riverside County Human Resources Department. After screening possible candidates, the Laboratory Director (LD) and Assistant Laboratory Director (ALD) will interview candidates and review references and transcripts. The selection of the trainee will be made by the LD and ALD.

Trainee Requirements: The trainee must have already acquired the approval to train letter from LFS and must submit a copy of their training letter during the recruitment process. The trainee will be expected to take the PHM exam offered by LFS in Fall 2013.

Training Plan: We have attached our proposed training plan for review. Riverside County will be part of the training consortium offered by Orange County Public Health Laboratory (OCPHL) and will utilize them for training in virology, water, food and mycology. The ALD will be the training coordinator and will administer lectures, quizzes, section exams as well as bench top training for some sections. Other PHM's in the laboratory will assist with bench top training in the various sections. The trainee will be expected to be present Monday through Friday during regular working hours.

Training Materials: RCPHL received training textbooks from Lab Aspire grant funding in October 2012 which will be utilized for this PHM trainee. RCPHL has recently trained two PHM's (2011) and has developed power point presentations, handouts, quizzes and section exams for each of the required sections. RCPHL has also organized a collection of slides and culture organisms that have been catalogued for the purpose of training.

EXHIBIT B

2012-13 Public Health Emergency Preparedness (PHEP), General Fund Pandemic Influenza (GF Pan Flu) and Hospital Preparedness Program (HPP) Funding

Budget Detail and Payment Provisions

1. Payment Provisions

- A. CDPH will make payments to the LHD and/or Local HPP Entity as authorized in State statute and in accordance with the annual expenditure authority granted to CDPH in the California Budget Act. Upon receipt of the signed Comprehensive Agreement, payments shall be made in accordance with Exhibit B, Attachment 1. Payment beyond the first quarter shall be contingent the approval by CDPH of the LHD's and/or Local HPP Entity's Application, Work Plan, and Budget and satisfactory progress in implementing the provisions of the Work Plan, as determined by CDPH. Final payment is contingent upon CDPH receiving acceptable progress and expenditure reports submitted in accordance with timelines, formats and specifications to be provided by CDPH. **Note:** Both HPP and the GF Pan Flu require submission of invoice forms to be reimbursed.
- B. Reconciliation with the payments shall be through a semiannual expenditure report and an annual reconciliation report. These reports shall be submitted in accordance with timelines, formats and specifications to be provided by CDPH. Expenditure reports and annual reconciliation reports should be sent to:
- California Department of Public Health (CDPH)
Emergency Preparedness Office
Attn: Local Management Unit
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377
- C. Under this agreement, LHD and/or Local HPP Entity shall deposit all federal funds received from CDPH into a Trust Fund established solely for the purposes of implementing the activities described in the LHD and/or Local HPP Entity approved Work Plan, Budget and Agreement before transferring or expending the funds for any of the uses allowed. Each organization shall establish a separate Trust Fund. A single organization administrating PHEP and HPP shall establish a single Trust Fund divided into subaccounts for PHEP and HPP funds.
- D. The interest earned on moneys in the Trust Fund shall accrue to the benefit of the Trust Fund and shall be expended for the same purposes as other moneys in the Trust Fund.

- E. Any refunds, rebates, credits, or other amounts in the Trust Fund shall accrue to the benefit of the Trust Fund and shall be expended for the same purposes as other moneys in the Trust Fund.
- F. The LHD and/or Local HPP Entity are required to submit certified Trust Fund reports. These reports must be certified by the County/City Auditor Controller's or other authorized signature, verifying the accuracy and availability funds and the existence of supporting documentation for the State's or the federal government's review.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act and/or other State statute of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDPH shall have no liability to pay any funds whatsoever to LHD and/or Local HPP Entity or to furnish any other considerations under this Agreement and LHD and/or Local HPP Entity shall not be obligated to perform any provisions of this Agreement except as to periods for which funding has been provided.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDPH shall have the option to either cancel this Agreement with no liability occurring to CDPH, or offer an Agreement amendment to LHD and/or Local HPP Entity to reflect the reduced amount.

3. Amounts Payable

- A. The amount payable under this Agreement shall not exceed:
 - 1. \$1,363,732, PHEP Base Allocation.
 - 2. \$0, Laboratory Allocation.
 - 3. \$30,000, Lab Trainee Stipends
 - 4. \$567,859, Cities Readiness Initiative Allocation.
 - 5. \$819,545, HPP Allocation.
 - 6. \$137,046, GF Pan Flu Allocation.

4. Redirection of Funds

Any redirection of funds requires prior approval by CDPH.

5. Federal Cooperative Agreement Funds

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- B. The Agreement is valid and enforceable only if sufficient funds are made available to CDPH by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

6. Accountability Requirements

- A. CDPH may recoup funds that are not spent for allowable purposes as specified in State statute and determined by CDPH. CDPH will notify the LHD and/or Local HPP Entity prior to recouping such funds.
- B. CDPH may withhold payments if the LHD and/or Local HPP Entity are not in compliance with the terms and conditions of this Agreement or the approved local funding Application, Work Plans and Budgets. CDPH may withhold payments if the LHD and/or Local HPP Entity cannot demonstrate progress toward protecting the jurisdiction from the threat of a bioterrorist attack, infectious disease outbreak or other public health threat or emergency as described in its progress and expenditure reports. CDPH may withhold or reduce payments if the LHD's and/or Local HPP Entity's expenditure reports indicate that quarterly payments remain unspent. CDPH will notify local health officials prior to withholding or reducing such payments.
- C. The LHD and/or Local HPP Entity shall return unexpended funds unless carryover of such funds is approved by CDPH and PHEP or the HPP grant period is extended.
- D. The LHD and/or Local HPP Entity shall maintain supporting documentation that substantiates all expenditure reports for a minimum of seven years.
- E. Once every three years LHDs and/or Local HPP Entities are subject to an audit by CDPH. The audit will consist of the review of financial records to ensure the existence of proper documentation and the propriety of claims submitted to the State for reimbursement. Such review will include substantive testing:

- To determine that recorded and reported program funds awarded are expended in accordance with terms of the grant Agreement with CDPH;
- To determine that payments are for actual costs and reflect amounts billed to the State;
- To determine that payments are for services rendered;
- To determine that grant funds did not supplant existing levels of State and local funding for this program.

7. Unobligated Balances

At any time during the term of this Agreement, CDPH may request the LHD and/or Local HPP Entity's to identify unobligated funds. The presentation of this information shall be in a manner prescribed by CDPH to include identification of unobligated funds.

8. Terms of Agreement

- A. **PHEP:** This Agreement provides the local funding award for the PHEP federal cooperative Agreement Budget period July 1, 2012 through June 30, 2013. All services must be rendered by and purchases encumbered by June 30, 2013, unless the grant is extended. Funds allocated under this Agreement must be liquidated by August 30, 2013.
- B. **GF Pan Flu:** This Agreement provides the local funding award for the GF Pan Flu cooperative Agreement Budget period July 1, 2012 through June 30, 2013. All services must be rendered by and purchases encumbered by June 30, 2013. Funds allocated under this Agreement must be liquidated by June 30, 2015. In order for CDPH to liquidate funds by June 30, 2015, a final invoice must be received by CDPH on or before May 1, 2015.
- C. **HPP:** This Agreement provides the local funding award for the HPP federal cooperative Agreement Budget period July 1, 2012 through June 30, 2013. All services must be rendered by and purchases encumbered by June 30, 2013, unless grant is extended. Funds allocated under this Agreement must be liquidated by August 30, 2013.