

**AMENDED
PUBLIC HEALTH EMERGENCY PREPAREDNESS
FUNDING GRANT AGREEMENT**

County of San Mateo

1. This Agreement, entered into between the California Department of Health Services, herein after referred to as "CDHS" and the County of San Mateo, herein after referred to as "LHD," **is amended to include products and funding for California Pandemic Influenza Preparedness for the period May 22, 2006 through June 30, 2006.**
2. The term of this agreement is August 31, 2005 through August 30, 2006 (Project Period 05/06).
3. The maximum amount payable under this Agreement is **\$931,057 (\$848,209 CDC Allocation and \$82,848 California Pandemic Influenza Preparedness Planning).**
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 (amended to include the California Pandemic Influenza Preparedness component)	4 Pages
Exhibit B — Budget Detail and Budget Provisions (amended to include the California Pandemic Influenza Preparedness funds)	3 Pages
Exhibit C — Additional Provisions	3 Pages
Exhibit D(F) — Special Terms and Conditions (federal)	26 Pages
Exhibit E – Non-Supplantation Certification Form (amended to include the California Pandemic Influenza Preparedness Funds)	1 Page

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

CONTRACTOR	
CONTRACTOR'S NAME <p style="text-align: center;">County of San Mateo</p>	
BY <i>(Authorized Signature)</i>	DATE SIGNED (Do not type—signor must date)
PRINTED NAME AND TITLE OF PERSON SIGNING <p style="text-align: center;">Jerry Hill, President, Board of Supervisors</p>	
ADDRESS <p style="text-align: center;">225 37th Avenue San Mateo, CA 94403</p>	
STATE OF CALIFORNIA	
AGENCY NAME <p style="text-align: center;">California Department of Health Services</p>	
BY <i>(Authorized Signature)</i>	DATE SIGNED
ADDRESS <p style="text-align: center;">1615 Capitol Avenue, MS 7002, P.O. Box 997413, Sacramento, CA 95899-7413</p>	

EXHIBIT A
PUBLIC HEALTH EMERGENCY PREPAREDNESS FUNDING GRANT AGREEMENT

Amended Scope of Work

1. This Agreement is entered into between the California Department of Health Services, hereinafter referred to as "CDHS" and the County of San Mateo , hereinafter referred to as the "LHD". LHD agrees to provide to CDHS the services described herein.

Local Public Health Preparedness and Response to Bioterrorism activities that are in accordance with the Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness Guidance, CDHS FY 2005-2006 Local Guidance CDC Cooperative Agreement, and the Local Work Plan.

This Agreement is amended to include development of emergency preparedness products for LHD Pandemic Influenza Preparedness. All references to the Work Plan in any exhibit incorporated into this agreement shall hereinafter be deemed to read Amended Work Plan.

This signed Agreement **Amendment** and Certificate against Supplanting serves as your Project Period 2005-2006 Application for Funding. **The Certificate Against Supplanting is amended to include the California Pandemic Influenza Preparedness funds.**

2. The services shall be performed at applicable facilities in the County of San Mateo.
3. The services shall be provided during normal LHD working hours and days, as well as other hours and days the LHD deems appropriate.
4. The project representatives during the term of this agreement will be:

<p>Department of Health Services Ted Selby, EPO Project Officer Telephone: (916) 650-6461 Fax: (916) 650-6420 Email: TSelby@dhs.ca.gov</p>	<p>County of San Mateo Carl Hess 225 37th Avenue San Mateo, CA 94403 Telephone: (650) 573-3798 Fax: (650) 573-2116 Email: chess@co.sanmateo.ca.us</p>
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EXHIBIT A
PUBLIC HEALTH EMERGENCY PREPAREDNESS FUNDING GRANT AGREEMENT

Amended Scope of Work

Direct all inquiries to:

<p>Department of Health Services Emergency Preparedness Office Attention: LHD BT Grant Award Program MS 7002 P.O. Box 997413 Sacramento, CA 95899-7413</p> <p>Telephone: (916) 650-6416 Fax: (916) 650-6420</p>	<p>County of San Mateo Health Services Agency 225 37th Avenue San Mateo, CA 94403</p> <p>Telephone: (650) 573-3798 Fax: (650) 573-2116</p>
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Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Services to be Performed

LHD shall perform services as outlined in accordance with the CDC Public Health Emergency Preparedness Guidance, CDHS FY 2005-2006 Local Guidance CDC Cooperative Agreement, and the Local Work Plan, which are not attached, but are incorporated herein and made a part hereof by this reference.

6. Reporting Requirements

Written progress reports and expenditure reports for must be submitted according to the schedule set by CDHS. An annual cost reconciliation report is due at the close of the federal budget period. The purpose of the progress reports and expenditure reports are to document activities and expenditure of funds. **Progress and expenditure reports for the pandemic influenza preparedness planning funds will be part of the regular reporting process.**

7. Progress Report Schedule

Progress Report Schedules and templates will be sent out at a later date.

8. Expenditure and Program Requirements

- A. In accordance with the LHD signed Certification Against Supplanting, funds shall not be used to supplant funding for existing levels of services and will only be used for the purposes designated herein.
- B. In executing this Agreement, the LHD assures that it will comply with the CDC Guidance and CDHS Local Guidance, and its approved LHD Cooperative Agreement Work Plan – Project Period 05/06.

EXHIBIT A
PUBLIC HEALTH EMERGENCY PREPAREDNESS FUNDING GRANT AGREEMENT

Amended Scope of Work

- C. Funds made available are limited to activities approved in the LHD Work Plan.

9. Allowable Informal Scope of Work Changes

- A. The LHD or the CDHS may propose informal changes or revisions to the activities, tasks, deliverables and/or performance time frames specified in the Scope of Work (SOW), provided such changes do not alter the overall goals and basic purpose of the agreement.
- B. Informal SOW changes may include the substitution of specified activities or tasks; the alteration or substitution of agreement deliverables and modifications to anticipated completion/target dates.
- C. Informal SOW changes processed hereunder, shall not require a formal agreement amendment, provided the LHD's annual budget does not increase or decrease as a result of the informal SOW change.
- D. Unless otherwise stipulated in this agreement, all informal SOW changes and revisions are subject to prior written approval by the CDHS.
- E. In implementing this provision, the CDHS may provide a format for the LHD's use to request informal SOW changes. If no format is provided by the CDHS, the LHD may devise its own format for this purpose.

10. The LHD Cooperative Agreement Work Plan – Project Period 05/06 is not attached, but is incorporated herein and made a part hereof by this reference. Once approved, the document can be located at

<http://cahan.ca.gov/cahan/Documents/Local%20Guidance%20from%20DHS/>

California Pandemic Influenza Preparedness planning products will be identified on an Amended Work Plan template provided for that purpose. This Amended Work Plan is due to CDHS no later than June 26, 2006 and shall be submitted via email to lhbtprog@dhs.ca.gov.

The subject of the Email shall be: County of San Mateo Cooperative Agreement Work Plan and Budgets.

**EXHIBIT A
PUBLIC HEALTH EMERGENCY PREPAREDNESS FUNDING GRANT AGREEMENT**

Amended Scope of Work

11. The LHD Budget templates are not attached, but are incorporated herein and made a part hereof by this reference. The templates can be located at

<http://cahan.ca.gov/cahan/Documents/Local%20Guidance%20from%20DHS/>

LHD shall develop budgets for each goal funded. LHD shall also complete the budget summary sheet. Each budget worksheet shall be completed using the prescribed format. Separate budget justifications shall be submitted for each position budgeted under Personnel. Justifications shall be in the form of a LHD/city approved duty statement documenting that the work performed is for local public health preparedness and response to bioterrorism activities.

California Pandemic Influenza Preparedness Planning budget estimates will be reported on budget templates provided for that purpose. The budget templates are due to CDHS no later than June 30, 2006 and shall be submitted via email to lhbtprog@dhs.ca.gov.

The subject of the Email shall be: **County of San Mateo** Cooperative Agreement Work Plan and Budget.

**Amended
Exhibit B**
Budget Detail and Payment Provisions

1. Term of Agreement

The term of this agreement shall be from August 31, 2005 to August 30, 2006.

2. Accountability Requirements

- A. CDHS may recoup funds that are not spent for allowable purposes as specified in State statute and determined by CDHS.
- B. CDHS may withhold payments if the LHD is not in compliance with the terms and conditions of this Agreement, the approved Plan and Budget or the formal Agreement. CDHS may withhold payments if the LHD 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. CDHS may withhold or reduce payments if the LHD's expenditure reports indicate that quarterly payments remain unspent. CDHS will meet with local health officials prior to withholding or reducing such payments.
- C. The LHD shall return unexpended **federal** funds from Project Period 05/06 unless carry over of such funds is approved by CDHS and CDC.

3. 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, CDHS shall have no liability to pay any funds whatsoever to LHD or to furnish any other considerations under this Agreement and LHD 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, CDHS shall have the option to either cancel this Agreement with no liability occurring to CDHS, or offer an agreement amendment to LHD to reflect the reduced amount.

4. 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.

**Amended
Exhibit B**
Budget Detail and Payment Provisions

- B. The Agreement is valid and enforceable only if sufficient funds are made available to CDHS 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.

5. Amounts Payable

The amount payable under this Agreement shall not exceed:

- 1) **\$848,209 CDC base allocation for the period August 31, 2005 through August 30, 2006.**
- 2) **\$82,848 California Pandemic Influenza Preparedness Planning Funds for the period May 22, 2006 through June 30, 2006.**

6. Redirection of Funds

Any redirection of funds requires prior approval by CDHS.

7. Unobligated Balances

At any time during the term of this Agreement, CDHS may request LHDs to identify unobligated funds. The presentation of this information shall be in a manner prescribed by CDHS to include identification of unobligated funds by budgeted expenditures and line item.

8. LHD Payment Provisions

A. Payments

- 1) **The California Pandemic Influenza Preparedness Planning funds for the period of May 22, 2006 through June 30, 2006 will be released to the LHD upon submission of an invoice indicating completion of each activity shown on the Amended Work Plan, according to the percentage for that activity. An invoice template will be provided at a later date.**
- 2) **CDHS will make quarterly payments of the CDC base allocation funding for the period of August 30, 2005 through August 31, 2006 to the LHD as authorized in State statute and in accordance with the annual expenditure authority granted to CDHS in the California Budget Act. Payment beyond the**

**Amended
Exhibit B**
Budget Detail and Payment Provisions

first quarter shall be contingent upon the approval of the LHD's Cooperative Agreement Work Plan – Budget Period 2005-2006, approval of the LHDs budgeted expenditures and budget justifications, and satisfactory progress in implementing the provisions of the plan, as determined by CDHS. Final payment is contingent upon receiving an acceptable progress and expenditure report submitted in accordance with timelines, formats and specifications to be provided by CDHS.

- B. Reconciliation with the quarterly payments shall be through a quarterly expenditure report and an annual reconciliation report. These reports shall be submitted in accordance with timelines, formats and specifications to be provided by CDHS. The expenditure reports and a cost for reconciliation should be directed to:

California Department of Health Services
Emergency Preparedness Office
Attn: Local CDC Application
MS 7002
P.O. Box 997413
Sacramento, CA 95899-7413

- C. The LHD shall deposit funds received from CDHS into a Local Public Health Preparedness Trust Fund (hereafter called the Fund), established solely for the purposes of implementing the activities described in the LHD's approved Plan and Budget and Agreement before transferring or expending the funds for any of the uses allowed.
- D. The LHD agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the LHD under this agreement shall be deposited into the Fund established solely for the purposes of implementing the activities described in the LHD's approved Plan and Budget and Agreement before transferring or expending the funds for any of the uses allowed.
- E. The interest earned on moneys in the Fund shall accrue to the benefit of the Fund and shall be expended for the same purposes as other moneys in the Fund.
- F. Any refunds, rebates, credits, or other amounts in the Fund shall accrue to the benefit of the Fund and shall be expended for the same purposes as other moneys in the Fund.
- G. Trust Fund reports will require the LHD/City Auditor Controller's or other authorized signature, certifying each report's accuracy and availability of supporting documentation for the State's or the federal government's review.

Enclosure VI
BUDGET
 California Pandemic Influenza Preparedness Funds
 (May 22, 2006 through June 30, 2006)
 (Summary)

	Budget Category	Base Funding Source	Total		
<u>Budget Estimates</u>					
	Personnel	\$20,545.00	\$20,545.00		
	Fringe	\$7,191.00	\$7,191.00		
	Travel	\$299.00	\$299.00		
	Equipment	\$0.00	\$0.00		
	Supplies	\$3,000.00	\$3,000.00		
	Contractual	\$43,528.00	\$43,528.00		
	Other	\$0.00	\$0.00		
	<i>Total Direct</i>	<i>\$74,563.00</i>	<i>\$74,563.00</i>		
	Indirect	\$8,285.00	\$8,285.00		
Grand Total		\$82,848.00	\$82,848.00		

BUDGET

**California Pandemic Influenza Preparedness Funds
(May 22, 2006 through June 30, 2006)
(Equipment)**

Item Description	Quantity	Unit Cost	\$ Request	Budget Justification <u>PROVIDE JUSTIFICATION LANGUAGE</u>
			\$0.00	
Totals:			\$0.00	

California Pandemic Influenza Preparedness Funds
(May 22, 2006 through June 30, 2006)
(Supplies)

Item Description	Quantity	Unit Cost	\$ Request	Budget Justification <u>PROVIDE JUSTIFICATION LANGUAGE</u>
Misc. supplies needed during the exercises and drills.			3,000.00	Estimate of supplies needed for the drills/exercises.
Totals:			\$3,000.00	

California Pandemic Influenza Preparedness Funds
(May 22, 2006 through June 30, 2006)
(Contractual)

Contractor	Selection	Type Either 'Local Health' or 'Commercial' or 'Other Public Entity'	Starts on	Ends on	Accountability Either 'Quarterly Report' or 'Semi Annual Report' or 'Annual Report' or 'Site Visit'	\$ Request	Budget Justification
Unknown at this time	unknown	Probably Commercial	TBD	TBD	Quarterly Report	\$43,528.00	PROVIDE JUSTIFICATION LANGUAGE We will be contracting with an outside source to assist us with the development and performance of exercise drills as well as a contract for social marketing to determine the best method to distribute information about the flu preparedness to various groups in the community.
Total						\$43,528.00	

BUDGET
California Pandemic Influenza Preparedness Funds
(May 22, 2006 through June 30, 2006)
(Other)

Item Description	\$ Request	Budget Justification <u>PROVIDE JUSTIFICATION LANGUAGE</u>
Totals:	\$0.00	

BUDGET

**California Pandemic Influenza Preparedness Funds
(May 22, 2006 through June 30, 2006)
(Indirect)**

Item Text	\$ Request	Budget Justification <i>PROVIDE JUSTIFICATION LANGUAGE</i>
Indirect cost for Funding Source Base	\$8,285.00	This is the estimated expense for indirect costs as a result of supporting the positions needed for the grant.
Totals:	\$8,285.00	