

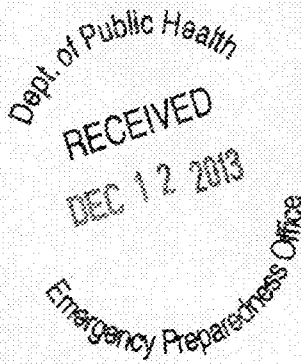
**2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF)
Pandemic Influenza, HHS Hospital Preparedness Program (HPP) Funding
ALLOCATION AGREEMENT**

Agreement Governed By:

CDC-RFA-TP12-120102CONT13, CFDA Number 93.074 National Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreement Programs, and California Health and Safety Code, Section 101315 to 101319.

1. This Allocation Agreement is entered into between the California Department of Public Health, herein after referred to as "CDPH" and the County of Monterey, herein after referred to as "LHD" and/or "Local HPP Entity".
2. The term of this Agreement is:
 - July 1, 2013 through June 30, 2014 PHEP (Centers for Disease Control and Prevention [CDC])
 - July 1, 2013 through June 30, 2014 (Hospital Preparedness Program [HPP])
 - July 1, 2013 through June 30, 2014 (State GF Pandemic Influenza)
3. The maximum amount payable under this Agreement is \$758,916, and is allocated as follows:
 - \$309,710, PHEP CDC Base Allocation. (7/1/13 – 6/30/14)
 - \$21,187, PHEP CDC Carry-Forward Amount. (7/1/12 – 6/30/13)
 - \$249,117, HPP Allocation. (7/1/13 – 6/30/14)
 - \$104,617, HPP Carry-Forward Amount. (7/1/12 – 6/30/13)
 - \$74,285, State GF Pandemic Influenza Allocation. (7/1/13 – 6/30/14)
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	03 Pages
Exhibit B — Budget Detail and Budget Provisions	04 Pages
Exhibit B, Attachment 1, Criteria for Payments	03 Pages
Exhibit C — Additional Provisions	03 Pages
Exhibit D(F) — Special Terms and Conditions	25 Pages
Exhibit E – Non-Supplantation Certification Form	01 Page



Attachment 11

County of Monterey
2013-14

Allocation Agreement No. EPO 13-29

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

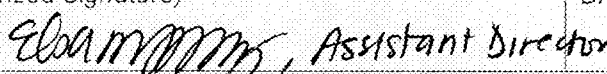
CONTRACTOR	
CONTRACTOR'S NAME	
County of Monterey	
BY (Authorized Signature)	DATE SIGNED (Do not type -signor must date)
 Assistant Director	12/6/13
PRINTED NAME AND TITLE OF PERSON SIGNING	
Ray Bullick, Director of Health	
ADDRESS	
1270 Natividad Road, Salinas, CA 93906	
STATE OF CALIFORNIA	
AGENCY NAME	
California Department of Public Health	
BY (Authorized Signature)	DATE SIGNED
	2/5/14
ADDRESS	
1615 Capitol Avenue, MS 7002, P.O. Box 997377, Sacramento, CA 95899-7377	

EXHIBIT A
2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, HHS Hospital Preparedness Program (HPP) Funding ALLOCATION AGREEMENT

Allocation Agreement Governed By:

CDC-RFA-TP12-120102CONT13, CFDA Number 93.074 National Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreement Programs, and California Health and Safety Code, Section 101315 to 101319.

Scope of Work

1. Service Overview

This Agreement is entered into between the California Department of Public Health, hereinafter referred to as "CDPH" and the County of Monterey, hereinafter referred to as the "LHD" and/or "Local HPP Entity". LHD or Local HPP Entity agrees to provide to CDPH the services described herein.

Activities must be in accordance with the Centers for Disease Control and Prevention (CDC) and Hospital Preparedness Program (HPP) 2013-14 Program Guidance, State General Fund (GF) Pandemic Influenza, Public Health Emergency Preparedness (PHEP) Comprehensive Agreement Application 2013-14, Work Plan and Budget.

2. Service Location

The services shall be performed at applicable facilities in the County of Monterey.

3. Service Hours

The services shall be provided during normal LHD and/or Local HPP Entity working hours and days, as well as other hours and days the LHD deems appropriate.

4. Project Representatives

A. The project representatives during the term of this agreement will be:

<p>Department of Public Health EPO Contract Manager Armando Arroyo Telephone: (916) 440-7154 Fax: (916) 650-6420 Email: Armando.Arroyo@cdph.ca.gov</p>	<p>County of Monterey Lin McCray, Public Health Preparedness Coordinator Telephone: (831) 755-4739 Fax: (831) 796-8589 Email: mccrayl@co.monterey.ca.us</p>
---	--

B. Direct all inquiries to:

Department of Public Health Emergency Preparedness Office Attention: Local Management Unit MS 7002 P.O. Box 997377 Sacramento, CA 95899-7377 Telephone: (916) 650-6416 Fax: (916) 650-6420	County of Monterey Lin McCray, Public Health Preparedness Coordinator 1270 Natividad Road Salinas, CA 93906 Telephone: (831) 755-4739 Fax: (831) 796-8589 Email: mccrayl@co.monterey.ca.us
--	--

C. 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 and/or Local HPP Entity shall perform services as outlined in accordance with the Public Health Emergency Preparedness, State GF Pandemic Influenza and HHS Hospital Preparedness Cooperative Agreement Application, Work Plans, and Budgets.

6. Allowable Informal Scope of Work Changes

- A. The LHD and/or Local HPP Entity or CDPH 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 and/or Local HPP Entity'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 CDPH.
- E. In implementing this provision, CDPH will provide a format for the LHD's and/or Local HPP Entity's use to request informal SOW changes.

7. Reporting Requirements

- A. Semi-annual written progress reports and expenditure reports must be submitted according to the schedule shown below. The purpose of the progress reports and expenditure reports are to document activities and expenditure of funds.

Midyear: July 1, 2013 - December 31, 2013 Due Date: January 31, 2014
Year-End: July 1, 2013 – June 30, 2014 Due Date: August 30, 2014

- B. Each progress report shall include, but not be limited to, data and information required by statute (cost report and progress on program activities) and information needed to satisfy federal reporting and CDPH monitoring requirements including Performance Measures and other data as required in the federal funding announcement. The reports shall be submitted in accordance with procedures and a format required by CDPH.

8. Expenditure and Program Requirements

- A. In accordance with the LHD and/or Local HPP Entity signed Certification Against Supplanting (Exhibit E), 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 and/or Local HPP Entity assures that it will comply with the LHD and/or Local HPP Entity Comprehensive Agreement Application, Work Plans and Budget approved by CDPH.
- C. Funds made available are limited to activities approved in the Work Plans and Budgets. Any changes to the Work Plans or Budgets need prior approval from CDPH before implementing. Any contracts or subcontracts needing approval from Contract Manager must be submitted prior to spending those funds.

Exhibit B**2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF)
Pandemic Influenza, HHS 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. Payments shall be made in accordance with Exhibit B, Attachment 1. Payment beyond the first quarter shall be contingent upon the approval of the LHD's and/or Local HPP Entity's funding 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 receiving acceptable progress and expenditure reports submitted in accordance with timelines, formats and specifications to be provided by CDPH. **Note:** Both HPP and the State GF Pandemic Influenza require submission of invoice forms to be reimbursed.
- B. Reconciliation with the payments shall be through a semi-annual 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 report should be sent to:
- California Department of Public Health
Emergency Preparedness Office
Attn: Local Management Unit
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377
- C. The LHD and/or Local HPP Entity shall deposit advance federal fund payments received from CDPH into separate Trust Funds (hereafter called Federal Fund), established solely for the purposes of implementing the activities described in the LHD's and/or Local HPP Entity's approved Work Plan and Budget and Agreement before transferring or expending the funds for any of the uses allowed. CDPH requires that the LHD and/or Local HPP Entity set up separate Federal Funds for PHEP CDC and HPP funds.
- D. The LHD and/or Local HPP Entity agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the LHD and/or Local HPP Entity under this Agreement shall be deposited into the Federal Fund established solely for the purposes of implementing the activities described in the LHD's and/or Local HPP Entity's approved Work 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 Federal Fund shall accrue to the benefit of the Federal Fund and shall be expended for the same purposes as other moneys in the Federal Fund.
- F. Any refunds, rebates, credits, or other amounts in the Federal Fund shall accrue to the benefit of the Federal Fund and shall be expended for the same purposes as other moneys in the Federal Fund.
- G. Federal Fund reports will require the LHD and/or Local HPP Entity/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.

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. \$309,710, CDC PHEP Base Allocation.
 - 2. \$21,187, CDC PHEP Carry-Forward Amount.
 - 3. \$249,117, HPP Allocation.
 - 4. \$104,617, HPP Carry-Forward Amount.
 - 5. \$74,285, State GF Pandemic Influenza Allocation.

4. Redirection of Funds

Redirection of funds beyond the 10% line item/budget category allowance require 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 is 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 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 carry over or extension of such funds is approved by CDPH in accordance with federal requirements.
- D. The LHD and/or Local HPP Entity shall maintain the supporting documentation that substantiates all expenditure reports for a minimum of seven years.

7. Unobligated Balances

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

8. Terms of Allocation Agreement

A. **CDC PHEP:** This Agreement provides the local funding award for the CDC PHEP federal cooperative Agreement Budget period July 1, 2013 through June 30, 2014. All services must be rendered by and purchases encumbered by June 30, 2014, unless grant is extended or funds are carried over according to provisions in State and federal law. Funds allocated under this Allocation Agreement must be liquidated by July 31, 2014 with unspent funds carried forward into the next budget period; allowable carryover of PHEP funds will be dependent on federal provisions.

B. **State GF Pandemic Influenza:** This Agreement provides the local funding award for the State GF Pandemic Influenza cooperative Agreement Budget period July 1, 2013 through June 30, 2014. All services must be rendered by and purchases encumbered by June 30, 2014. 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 March 1, 2015. This provides LHDs with an additional year to liquidate funds for services rendered by June 30, 2014.

C. **HPP:** This Agreement provides the local funding award for the HPP federal cooperative Agreement Budget period July 1, 2013 through June 30, 2014. **All services must be rendered by and purchases encumbered by June 30, 2014**, unless grant is extended. Funds allocated under this Agreement must be liquidated by July 31, 2014 with unspent funds carried forward into the next budget period; carryover of HPP funds is limited to 15% of the annual allocation.