

MEMORANDUM OF UNDERSTANDING

#583-PHD0307

between

EL DORADO COUNTY ENVIRONMENTAL MANAGEMENT DEPARTMENT

and

EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT

regarding

Local Public Health Preparedness and Response to Bioterrorism Program

This Memorandum of Understanding (“MOU”) is entered into by and between the El Dorado County Public Health Department (hereinafter referred to as “PHD”) and the El Dorado County Environmental Management Department (hereinafter referred to as “EMD”).

WITNESSETH

WHEREAS, PHD and EMD are departments of the County of El Dorado and are overseen by the El Dorado County Board of Supervisors; and

WHEREAS, PHD is responsible for administering the Local Public Health Preparedness and Response to Bioterrorism Program (hereinafter referred to as “BT Program”), which resulted from an application for funding and agreement with the California Department of Health Services (hereinafter referred to as “CDHS”); and

WHEREAS, PHD receives Federal funding, via CDHS to implement the BT Program; and

WHEREAS, PHD and EMD have the responsibility, experience, and expertise to perform services required under the BT Program; and

WHEREAS, EMD and PHD will renegotiate the terms and funding beyond August 30, 2007.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. TERM

This MOU is in effect beginning August 31, 2006 and ending August 30, 2007, in keeping with the term of the funding grant.

2. EMD AGREES TO:

- a. Participate under the MOU in support of the BT Program.
- b. Provide staff and other resources necessary to perform in accordance with the LHJ Cooperative Agreement Work Plan (hereinafter referred to as "Work Plan"), as set forth in Attachment A. The BT Program will provide funding to support staffing and activity costs associated with implementation of BT program activities to be completed by EMD as shown in Attachments A and C. Other existing EMD staff will provide support to the BT program, as required to perform activities set forth in the Work Plan. The staff assigned to the BT Program will have expertise in environmental health programs and issues, and will have primary responsibility for assessing, planning, implementing, and monitoring bioterrorism preparedness and response planning activities associated with such programs and issues.
- c. Provide reports to PHD, as set forth in Attachment B, reflecting the progress, status, or completion of services performed under the BT Program and the costs associated with such services.

3. PHD AGREES TO:

- a. Provide overall direction for the BT program and general direction to EMD staff in regard to work required by the Work Plan (Attachment A). A Public Health Preparedness Division Manager, or successor, will perform the primary leadership role. The Public Health Preparedness Division Manager, or successor, will act under general direction of the Director of Public Health.
- b. Provide staff and other resources necessary to perform in accordance with the BT Program Plan and Budget approved by CDHS. The BT Program will provide funding for specified PHD staff, as set forth in the BT Program Plan and Budget. Other existing PHD staff will provide support to the BT program, as required to perform activities set forth in the BT Program Plan and Budget. BT Program funding may be used for new staff hired to fill the funded positions, or by existing staff whose prior functions have been reassigned to newly hired staff. The staff assigned to the BT Program will have expertise in public health programs and issues and will have primary responsibility for assessing, planning, implementing, and monitoring bioterrorism preparedness and response planning activities associated with such programs and issues.
- c. Serve as the primary point of contact with CDHS relative to the BT Program.
- d. Provide EMD with copies of reports submitted to CDHS that reflect progress, status or completion of services performed under the BT Program.
- e. Provide feedback to EMD regarding performance and cost reports submitted by EMD in accordance with Attachment B.

4. FISCAL PROVISIONS

- a. The maximum amount of this MOU is \$50,091.00 (see Attachment C for an estimated breakout of this amount by category of cost).
- b. The County's proposal to CDHS for the BT Program reflected an estimated breakdown of expenses between categories of cost (personnel, equipment, etc.), as well as a breakout of expenses within each goal. Although total expenditures may not be exceeded, it is understood that the actual breakdown of expenditures by category may differ from the initial estimate. PHD is required to submit an update of the County's Plan and Budget for the BT Program to CDHS.
- c. EMD will provide itemized invoices, within 15 days following the end of each month, detailing actual expenses for services performed along with a Journal Entry requesting reimbursement. Reimbursement may not be claimed for existing locally supported personnel involved in bioterrorism preparedness/response or other public health emergency response activities. Invoices must be accompanied by the monthly reports detailed in Attachment B.
- d. PHD will forward the Journal Entry to Auditor's Office within 30 days of receipt and approval of invoices.
- e. All claims submitted to PHD shall reference this MOU.
- f. This MOU may be amended to reflect any reduction in funding for the BT Program. Notice to EMD regarding a reduction in funding must be made within ten (10) days of PHD's receipt of notice from CDHS.

5. GENERAL PROVISIONS

- a. This MOU may be amended by written mutual consent of both parties.
- b. Either party may terminate this MOU upon thirty (30) days written notice to the other.
- c. The amount of this MOU, as specified in Item 4.a., is based upon funding from CDHS for the BT Program.
- d. Funds may not be used to replace or supplant funding for existing levels of service and will only be used for purposes of work required by the Work Plan. Specifically, note that these funds are not to be used to replace existing Federal, State, or local funds for bioterrorism, infectious disease outbreaks, other public health threats and emergencies, and public health infrastructure within the jurisdiction. They are to be used to augment current funding and focus on public health preparedness activities required by CDHS for the BT Program.
- e. The parties shall maintain financial records of expenditures for at least four years after final payment under this MOU. These financial records are subject to examination and audit by the State of California and the Federal government.

- f. The Work Plan is based upon the BT Program Plan and Budget submitted to CDHS on December 8, 2006. The parties agree to amend the Work Plan if necessary to reflect changes, required by CDHS, in the BT Program Plan and Budget.
- g. All parties to this MOU shall be subject to any terms and conditions set forth in the County's final agreement with CDHS for the BT Program.

6. NOTICES

Any notice required or permitted under this MOU shall be in writing.

Notice to PHD shall be addressed as follows:

GAYLE ERBE-HAMLIN, DIRECTOR
EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT
931 SRPING STREET
PLACERVILLE, CA 95667

Notice to EMD shall be addressed as follows:

GERRI SILVA, INTERIM DIRECTOR
EL DORADO COUNTY ENVIRONMENTAL MANAGEMENT DEPARTMENT
2850 FAIR LANE COURT
PLACERVILLE, CA 95667

7. ADMINISTRATION

The El Dorado County Officer or employee with responsibility for administering this Memorandum of Understanding is Gayle Erbe-Hamlin, Public Health Director, or successor.

IN WITNESS WHEREOF, this MOU has been executed as of the date hereinabove appearing:

ENVIRONMENTAL MANAGEMENT DEPARTMENT

Gerri Silva
Gerri Silva
Director of Environmental Management

July 17, 2007
Date

PUBLIC HEALTH DEPARTMENT

Gayle Erbe-Hamlin
Director of Public Health

Date

BOARD OF SUPERVISORS

Helen K. Baumann
Chair, El Dorado County Board of Supervisors

Date

ATTEST:
Cindy Keck, Clerk

By: _____ Date: _____
Deputy Clerk

Attachment A

Environmental Management Department Response to Bioterrorism Program 06/07 BT Work Plan

State Requirements	FY 06/07 Activities to be Completed by EMD
Maintain continuous participation in CDC's Epidemic Information Exchange Program (Epi-X)	Enroll users in the CDC Epi-X program. Timeline: By March 30, 2007
Participate in the Electronic Foodborne Outbreak Reporting System (EFORS) by entering reports of foodborne outbreak investigations and monitor the quality and completeness of reports and the time from onset of illnesses to report entry.	Investigate foodborne outbreaks and report findings to CDHS for reporting via EFORS. Timeline: By: January 31, 2007
Decrease human health threats associated with identified community risks and vulnerabilities (i.e., chemical plants, hazardous waste plants, retail establishments with chemical/pesticide supplies)	List potential mechanisms for reducing health threats associated with identified community risks. Timeline: By August 30, 2007
Through partners, increase the capability to monitor movement of releases and formulate public health response and interventions based on dispersion and characteristics over time.	Indicate the current capacity to monitor movement of releases and the steps that will be taken this year to strengthen this ability. Timeline: By August 30, 2007
Provide PPE based upon hazard analysis and risk assessment.	Conduct a hazard analysis and risk assessment to identify staff functions. Ensure appropriate PPE has been identified and training has been provided. Assist by providing N99 train-the-trainer and fit testing classes for PH and other first responder agencies which may need assistance. Timeline: By May 31, 2007

State Requirements	FY 06/07 Activities to be Completed by EMD
Increase the number of public health responders that receive hazardous material training.	Describe the hazardous materials training which is to be given to public health responders during the grant year. Timeline: By July 31, 2007
Conduct post-event planning and operations to restore general public health services.	Identify steps that will be taken to plan for restoring Emergency Management services. Include this information in the LHD continuity of government plans. Timeline: By March 30, 2007
Decrease the time needed to issue interim guidance on risk and protective actions by monitoring air, water, food and soil quality, vector control, and environmental contamination, in conjunction with response partners.	Conduct a drill or exercise, or capture data during an actual event, on issuance of interim guidance on risk and protective actions by monitoring air, water, food and soil quality, vector control, and environmental contamination, in conjunction with response partners. Write an After Action Report and implement corrective action plan. Timeline: By August 30, 2007
Time to issue guidance to the public after an event. Target: Mean = 6 hours from the time a decision is made to provide recovery-related information to the public.	Conduct a drill or exercise, or capture data during an actual event, on issuance of interim guidance on risk and protective actions by monitoring air, water, food and soil quality, vector control, and environmental contamination, in conjunction with response partners. Determine the amount of time to issue guidance to the public. Write an After Action Report and implement corrective action plan. Timeline: By August 30, 2007

Attachment B

Local Public Health Preparedness and Response to Bioterrorism Program

Performance and Cost Reports

Compensation to EMD for services provided under the BT Program is contingent upon submission of performance and cost reports, as set forth below:

1. Monthly activity summary and cost reports are to be submitted by the 15th of each month (addressing activity and charges for the prior month) and are to include:
 - Summary of activities in-progress or completed identifying major milestone or completion dates for specific activities,
 - Itemized expenses by cost category as defined in the Budget, breaking out labor expenses (i.e., salary and benefit amounts), and any other authorized expenses, including indirect costs of up to 10% of the salary and benefit expenses. Supporting financial documentation shall include copies of timesheets, payroll expenses, invoices, and receipts;
2. A Year-End activity summary and cost report is to be submitted by September 30, 2007 and is to include information, as delineated above, for the entire period of this MOU.

Attachment C

Local Public Health Preparedness and Response to Bioterrorism Program

Environmental Management Budget Summary 2006/07

Line Item	Description	Total
Personnel	Supports Sr. Env Hlth Spclst and .07 FTE Env. Health Branch Manager	\$ 34,014.00
Fringe Benefit		\$ 10,100.00
Training/Travel Expenses		
Equipment	42" Panasonic Plasma	\$ 1,566.00
Indirect @ 10%		\$ 4,411.00
Total		\$ 50,091.00