

Exhibit B
2009-10 CDC Public Health Emergency Response (PHER) Phase III
Budget Detail and Payment Provisions

1. Payment Provisions

- A. CDPH will make payments to the LHD 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 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.
- 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 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 approved Work Plan and Budget and Agreement before transferring or expending the funds for any of the uses allowed. CDPH requires that the LHD set up separate Federal Funds for CDC. As these funds are in the same project as PHER Phases I and II they may be included as part of the PHER Phase I and II trust fund.
- 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 Federal Fund established solely for the purposes of implementing the activities described in the LHD'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 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 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, CDPH shall have the option to either cancel this Agreement with no liability occurring to CDPH, or offer an Agreement amendment to LHD to reflect the reduced amount.

3. Amounts Payable

- A. The amount payable under this Agreement shall not exceed:
 - 1. \$1,315,684, CDC PHER H1N1 Phase III.

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 prior to recouping such funds.
- B. CDPH may withhold payments if the LHD 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 expenditure reports indicate that quarterly payments remain unspent. CDPH will notify local health officials prior to withholding or reducing such payments.
- C. The LHD shall return unexpended funds unless carry over of such funds is approved by CDPH and CDC or the grant period is extended.
- D. The LHD shall maintain the supporting documentation that substantiates all expenditure reports for a minimum of seven years.
- E. Once every three years LHDs 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 LHDs 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. **CDC PHER H1N1 Phase III:** This Agreement provides the local funding award for the CDC federal cooperative Agreement Budget period July 31, 2009 through July 30, 2010. All services must be rendered by and purchases encumbered by July 30, 2010, unless grant is extended. Funds allocated under this Agreement must be liquidated by September 30, 2010.

**Exhibit B, Attachment 1 Criteria for Payments
2009-10 CDC Public Health Emergency Response (PHER) Phase III
2009-10 Agreement**

		CDC PHER H1N1 Phase III
1st Payment	Criteria	CDPH must receive following signed Agreement documents: <ul style="list-style-type: none"> • Agreement Page • Non Supplantation Certification Form • Certification Regarding Lobbying • Submission of Work Plan • Submission of Budget
	Payment	25% of CDC PHER H1N1 Phase III Allocation
2nd Payment	Criteria	<ul style="list-style-type: none"> • 1st Payment Criteria must be met • the Work plan and Budget must be approved • All required application documents must be submitted
	Payment	25% of CDC PHER H1N1 Phase III Allocation
3rd Payment	Criteria	<ul style="list-style-type: none"> • 1st & 2nd Payment Criteria must be met • prior year-end progress report must be submitted
	Payment	25% of CDC PHER H1N1 Phase III Allocation
Final Payment	Criteria	<ul style="list-style-type: none"> • 1st, 2nd & 3rd Payment Criteria must be met • current mid-year progress report must be submitted
	Payment	25% of CDC PHER H1N1 Phase III Allocation or remaining balance