

AMADOR COUNTY BOARD OF SUPERVISORS
COUNTY ADMINISTRATION CENTER
BOARD OF SUPERVISORS CHAMBERS
810 Court Street
Jackson, CA 95642

Public hearing items will commence no sooner than the times listed on the agenda. Closed Session agenda items may be heard before or after scheduled public hearings, dependent upon progression of the agenda.

TO PARTICIPATE REMOTELY CALL IN USING THE FOLLOWING NUMBER:

+1-669-900-6833 (alternate phone numbers listed on amadorgov.org)

Access Code: 758 573 6084#

YOU MAY ALSO VIEW AND PARTICIPATE IN THE MEETING USING THIS LINK:

<https://zoom.us/j/7585736084>

The Chairman will call the meeting to order and after Board input, will invite the public to comment via phone/online to receive public comment.

CONSENT ADDENDUM AGENDA

DATE: Tuesday, May 23, 2023
TIME: 9:00 AM
LOCATION: COUNTY ADMINISTRATION CENTER
BOARD OF SUPERVISORS CHAMBERS
810 Court Street
Jackson, CA 95642

CONSENT AGENDA ADDENDUM

- 1.a. County Counsel: Budget transfer from contingencies to County Counsel to cover the FY 22/23 outside legal costs.
Suggested Action: Approve the requested budget transfer.
- 2.b. Public Health: Agreement with California Department of Public Health Workforce Career Ladder Education and Development Program - Grant 22-11295.
Suggested Action: Approve the agreement.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the Clerk of the Board staff, at (209) 223-6470 or (209) 257-0619 (fax). Requests must be made as early as possible and at least one-full business day before the start of the meeting. Assisted hearing devices are available in the Board Chambers for public use during all public meetings. Pursuant to Government Code 54957.5, all materials relating to an agenda item for an open session of a regular meeting of the Board of Supervisors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, at and after the time of such distribution, in the office of the Clerk of the Board of Supervisors, 810 Court Street, Jackson, California 95642, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials that are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: May 23, 2023

SUBJECT

County Counsel: Budget transfer from contingencies to County Counsel to cover the FY 22/23 outside legal costs.

Recommendation:

Approve the requested budget transfer.

4/5 vote required:

No

Distribution Instructions:

County Counsel, Budget Analyst, Auditor, File

ATTACHMENTS

- [BOS Memo - Budget Transfer to Dept 1300_05.18.23.pdf](#)
- [BT 7899 to 1300_05.18.23.pdf](#)



**AMADOR COUNTY
ADMINISTRATIVE AGENCY**

County Administration Center
810 Court Street ▪ Jackson, CA 95642-9534
Telephone: (209) 223-6470
Facsimile: (209) 257-0619
Website: www.co.amador.gov.org

MEMORANDUM

TO: Amador County Board of Supervisors
FROM: Kim Holland, Budget Analyst
DATE: May 18, 2023
RE: Budget Transfer from Contingencies to County Counsel

County Counsel has been billed for outside legal costs that exceed their FY 22/23 budget. The expenditure line (52302) for outside legal costs is currently overdrawn by \$251,021. The attached Budget Transfer requests a \$265,000 transfer from contingencies to 1300-52302 to cover the current deficit and provide sufficient funds to cover additional invoices that may come in before the end of the fiscal year. Thank you for your consideration.

Recommendation:

Approve the budget transfer to Dept. 1300-52302

Attachment: Budget Transfer

BUDGET TRANSFER REQUEST
 OR (CHECK ONLY ONE)
 BUDGET INCREASE REQUEST

DATE: 05/18/2023

REQUESTED BY: Kim Holland, Budget Analyst

DEPARTMENT: 1300

APPROVED BY:

ADMINISTRATIVE OFFICER: _____ Date: _____

ADMINISTRATIVE COMMITTEE: _____ Date: _____

BOARD OF SUPERVISORS: _____ Date: _____

AUDITOR/CONTROLLER: _____ Date: _____ Journal No.: _____

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT #	ACCOUNT #	INCREASE \$	DECREASE \$	FUND/DEPT #	REVENUE #	INCREASE \$	DECREASE \$
1300	52302	265,000.00					
7899	59500		265,000.00				

REASON FOR THE REQUEST:

Request a transfer from Contingencies to County Counsel to cover the FY 22/23 outside legal costs that have exceeded the budget.

BUDGET TRANSFER:

TRANSFERS BETWEEN OBJECTS: SALARIES & BENEFITS TO SERVICES & SUPPLIES - COUNTY ADMINISTRATOR APPROVAL

TRANSFERS WITHIN OBJECTS: OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL

FIXED ASSETS: COUNTY ADMINISTRATOR APPROVAL - UNLESS NON BUDGETED FUNDS ARE REQUIRED, THEN BOARD OF SUPERVISORS APPROVAL

BUDGET INCREASE:

TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

REVENUE APPROPRIATIONS:

IF REVENUE IS BEING TRANSFERRED FROM A DIFFERENT FUND OR A TRUST FUND, IN ADDITION TO THIS FORM, A JOURNAL IS NEEDED TO EXECUTE THE TRANSFER

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: May 23, 2023

SUBJECT

Public Health: Agreement with California Department of Public Health Workforce Career Ladder Education and Development Program - Grant 22-11295.

Recommendation:

Approve the agreement.

4/5 vote required:

No

Distribution Instructions:

Auditor, Public Health, File

ATTACHMENTS

- [05.23.2023 Memo CA PH Workforce Career Ladder Agreement-Signed.pdf](#)
- [05.23.2023 Resolution CA PH Workforce Career Ladder Agreement.doc](#)
- [05.23.2023 AGREEMENT 22-11295 1229 AND EXHIBITS 5.16.23.pdf](#)


Amador County Public Health Department □

10877 Conductor Blvd., Ste. 400
Sutter Creek, CA 95685
Phone (209) 223-6407
Fax (209) 223-1562



MEMORANDUM

TO: Amador County Board of Supervisors

FROM: Joanne Hasson, Director of Public Health 

DATE: May 23, 2023

RE: Request Approval of Agreement for CA Public Health Workforce Career Ladder Education and Development Program – Grant 22-11295

Amador County Public Health is requesting the approval for Joanne Hasson, Public Health Director to sign agreement 22-11295 between County of Amador and CA Department of Public Health for the award of \$59,710.00 for the CA Public Health Workforce Career Ladder Education and Development Program. These funds will allow our current Licensed Vocational Nurse (LVN) to obtain her Registered Nursing (RN) certification as well as pursue her Bachelor's Degree and Public Health Nursing (PHN) certification between February 1, 2022 and June 30, 2026.

Requested action: Approve attached resolution and authorize Public Health Director to sign agreement.

**BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION APPROVING AGREEMENT 22-11295
WITH THE CA DEPARTMENT OF PUBLIC HEALTH
FOR CA PUBLIC HEALTH WORKFORCE CAREER
LADDER EDUCATION AND DEVELOPMENT PROGRAM

RESOLUTION NO. 23-

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby approve agreement 22-1195 between the CA Department of Public Health and the County of Amador in the amount of \$59,710.00 effective February 1, 2022 and terminating June 30, 2026; and

BE IT FURTHER RESOLVED that Joanne Hasson, Public Health Director is hereby authorized to sign and execute said agreement on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 23rd day of May 2023 by the following vote:

AYES:

NOES:

ABSENT:

Jeff Brown, Chairperson, Board of Supervisors

ATTEST:

JENNIFER BURNS,
Clerk of the Board of Supervisors,
Amador County, California

Deputy

**California Public Health Workforce Career Ladder Education and Development
Program**

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Colusa, hereinafter “Grantee”

**Implementing the “California Public Health Workforce Career Ladder
Education and Development Program,” hereinafter “Project”**

GRANT AGREEMENT NUMBER 22-11295

The Department awards this Grant, and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Projects from 2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022).

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to provide

Grantee shall provide CDPH with an annual report of how Grant funds were ultimately spent. The report shall be due no later than 30 days after the end of each Calendar Year (December 31). CDPH reserves to right to postpone or withhold payment for each additional Grant year funding pending receipt and/or review of the annual report

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of \$59,710.00 (Fifty-Nine Thousand Seven Hundred Ten Dollars and Zero Cents)

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on February 1st, 2022, and terminates on June 30th, 2026]. No funds may be requested or invoiced for services performed or costs incurred after June 30th, 2026].

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: County of Amador
Name: Kristen Guerrero	Name: Joanne Hasson

Address: 1615 Capitol Ave.	Address: 10877 Conductor Blvd., Suite 400
City, ZIP: Sacramento, CA	City, ZIP: Sutter Creek, CA 95685
Phone: 916-719-5784	Phone: 209-223-6677
E-mail: Kristen.guerrero@cdph.ca.gov	E-mail: jhasson@amadorgov.org

Direct all inquiries to the following representatives:

California Department of Public Health	Grantee: County of Amador
Attention: Kristen Guerrero	Attention: Joanne Hasson
Address 1615 Capitol Ave.	Address: 10877 Conductor Blvd., Suite 400
City, Zip Sacramento, CA	City, Zip: Sutter Creek, CA 95685
Phone 916-719-5784	Phone: 209-223-6677
E-mail Kristen.guerrero@cdph.ca.gov	E-mail: jhasson@amadorgov.org

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: County of Amador
Attention "Cashier":
Address: 10877 Conductor Blvd., Suite 400
City, Zip: Sutter Creek, CA 95685
Phone: 209-223-6696
E-mail: lclark@amadorgov.org

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A GRANT APPLICATION

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D REQUEST FOR APPLICATION (RFA)

Exhibit E ADDITIONAL PROVISIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____
Joanne Hasson, Public Health Director
10877 Conductor Blvd., Suite 400
Sutter Creek, CA 95685

Date: _____
Tim Bow, Procurement Officer
California Department of Public Health
1615 Capitol Avenue,
Sacramento, CA 95899-7377



California Department of Public Health **MEMORANDUM**

DATE: May 1, 2023

TO: Amador County Public Health

FROM: California Department of Public Health

SUBJECT: Notice of Award California Public Health Workforce Career Ladder and Education (PH-Career Ladder) Program

In December 2022, the California Department of Public Health (CDPH) released the Career Ladder Funding Application in accordance with funding appropriated in the 2022 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder).

The purpose of this memo serves as a notice of award granted to Amador County Public Health, for the applicant's PH-Career Ladder Program Projects #1, #2, and #3, for the total amount of \$59,710.

Summary of Awarded Project(s):

Project #1

LVN to RN, Priority #1.

Scope of Work:

An LVN is in the process of getting their RN.

Awarded Funds:

FY 22/23: \$ 23,425

FY 23/24: \$0

Project #2

RN to BSN/PHN, Priority #2.

Scope of Work:

The LVN currently in the process of getting their RN, is planning on continuing her career path and getting her BSN/PHN.

Awarded Funds:

FY 22/23: \$0

FY 23/24: \$8,850

Project #3

Completion of Bachelor Degree in Public Health, Priority #3.

Scope of Work:

Promotion of higher education in workforce. Completion of Bachelor Degree in Public Health .

Awarded Funds:

FY 22/23: \$0

FY 23/24: \$27,435

Funding Schedule:

Funding can be requested via invoice to CDPH's Project Representative at the beginning of each Fiscal Year (FY), according to the payment schedule below:

FY 22/23	\$23,425
FY 23/24	\$36,285
FY 24/25	\$0
FY 25/26	\$0
TOTAL	\$59,710

Funding Terms

The grant's funding period will be February 1, 2023 through June, 30, 2026. The first year of funding is available for encumbrance or expenditure until June 30, 2024, to provide time to ramp up the program. Subsequent annual allocations must be expended within their respective fiscal year.

Reporting and Evaluation Requirements

CDPH will assess awarded LHJs' expenditure progress in December 2024, at which point CDPH will determine whether unused funds will need to be redirected to other LHJs or regional or collaborative workforce development efforts. CDPH will engage CHEAC, CCLHO/HOAC, and SEIU California during this assessment process, seeking to maximize awarded funds to LHJs.

CDPH requires awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHJs will be required to report:

- The number of individuals participating in eligible educational pursuits.
- Summary of types of credentials and skills attained through the program.
- Number of employees hired to provide coverage for employees attaining educational opportunities.

Local Health Jurisdiction's Project Representative:

Grantee: Amador County Public Health
Name: Joanne Hasson
Address: 10877 Conductor Blvd., Suite 400
City, ZIP: Sutter Creek, CA 95685
Phone: 209-223-6677
E-mail: jhasson@amadorgov.org

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon execution of the Grant and at the beginning of each State Fiscal Year (FY) (July 1), Grantee may submit a single invoice for each FY consistent with the table below for a total amount not to exceed the total amount specified on the CDPH 1229 Grant Agreement.

Grant Fiscal Year	Amount
2022/2023*	\$23,425.00
2023/2024	\$36,285.00
2024/2025	
2025/2026	
Total	\$59,710.00

*The first year of funding is available for encumbrance or expenditure until June 30, 2025, to provide time to ramp up the program.

- B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to:

Kristen Guerrero
California Department of Public Health
Directors Office
1615 Capitol Ave.
Sacramento, CA 95814
Kristen.guerrero@cdph.ca.gov

- C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

- D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the

Exhibit B
Budget Detail and Payment Provisions

program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.



TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

LHJ-L 22-01

Date: December 1, 2022
To: California Local Health Jurisdictions (LHJs)
From: California Department of Public Health
Re: California Public Health Workforce Career Ladder Education and Development Program Application Guidance and Templates

I. Overview

This Local Health Jurisdiction Letter (LHJ-L) provides Local Health Jurisdictions (LHJs) with an overview of funding appropriated in the 2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder) and the process for applying for these funds.

Career Ladder Education and Development Program applications must be submitted to CDPH Director's Office (DO) by **January 31, 2023** via email to Susan.Fanelli@cdph.ca.gov with a cc to Kristen.Guerrero@cdph.ca.gov.

The Director's Office, in collaboration with the County Health Executives Association of California (CHEAC), California Conference of Local Health Officers/Health Officers Association of California (CCLHO/HOAC) and Service Employees International Union California (SEIU), will review all applications submitted by LHJs and determine funding awardees and amounts.

Of the \$75.6 million Public Health Equity and Readiness Opportunity (HERO) Initiative investments, \$12.8 million (\$3.2 million per year, over four years) has been allocated for California Public Health Workforce Career Ladder Education Development Program to support state and local workforce retention.

This application opportunity will cover the entire four years of the PH-Career Ladder Program, covering fiscal years 2022-23 to 2025-26. The first year of funding is available for encumbrance or expenditure until June 30, 2025, to provide time to ramp up the program. Subsequent annual allocations must be expended within their respective fiscal year.



CDPH intends to provide 70 percent – \$8.9m (\$2.24 million per year) – to LHJs. CDPH will use the remaining 30 percent – \$3.9m (\$1.3 million per year) to support the CDPH workforce. Local Health Jurisdictions may apply to CDPH for grants to support education and training opportunities for incumbent employees within the governmental public health workforce. The purpose of these funds is to support worker upskilling to improve retention of the public health workforce and help incumbent workers develop their skills to meet future public health demands.

II. Eligible uses of funding

Eligible uses of funding shall include any of the following so long as it supports the public health workforce in a local health department:

- Providing stipends to eligible employees to offset the loss of compensation for up to 12 hours per work week for eligible educational pursuits. Stipends shall be up to \$600 per week per eligible employee for up to 12 weeks per year. An individual can receive stipend payments each year of the program, for a total of 48 weeks. As such, funding in Year 1 will be limited to the included stipend amount and timeline.
- Hiring additional employees to support the goals of the program, such as covering employees while they participate in eligible educational pursuits.
- Reimbursing eligible employees for educational costs such as tuition, registration fees, or other related educational expenses when participating in eligible educational pursuits.
 - Allowable costs include but are not limited to continuing education for nurses and other disciplines, payment of licensure costs, examination fees, educational programs including certification and degree programs in public health, environmental health, or related fields such as social services or behavioral health, and wellness and trauma informed training.
 - Note: Loan repayments **are not** an eligible use of this funding.

Definitions

“Eligible employee” means a full or part-time employee within a local health department or the State Department of Public Health who has been employed by that entity for a minimum of one year. Staff hired during the first year of the PH-Career Ladder program (FY 2022-23) may be eligible to participate in subsequent years of the program.

“Eligible educational pursuits” includes any of the following:

(A) Educational programs at regionally accredited institutions in the public health field, such as nursing, microbiology, public health, public administration, epidemiology, lab science, and community health;

(B) Industry-recognized training programs related to the public health field;

(C) Continuing education units required to maintain an individual's license or certification; or

(D) Earn and learn programs, as defined in subdivision (q) of Section 14005 of the Unemployment Insurance Code, in the public health field. Eligible educational pursuits can be completed in person, online, or through hybrid training opportunities.

III. Local Health Jurisdiction Application Process

LHJs should provide a letter of interest to CDPH that will serve as the application, indicating how the jurisdiction will use the funds consistent with the purposes outlined above and a budget for the full 4-year term of funds (broken out by year). LHJs should follow the sample Letter of Intent (Attachment A). In addition, for each proposed project the LHJ must complete the Project Template (Attachment B).

LHJs may apply individually, as a region, or as a multi-LHJ applicant. LHJs choosing to apply as a regional or multi-LHJ applicant may also apply separately as long as there is no overlap in proposed activities. LHJs are also strongly encouraged to partner with respective labor organizations to promote the best use of these funds in supporting your workforce. CDPH cannot provide direct reimbursement to individuals employed by LHJs.

Submissions must include the following:

- Number of employees that will be served each year (this may include multi-year educational pursuits for an employee or different employees served in each year of the program).
- The proposed use of the funds, including itemized costs for each activity.
- The total amount requested.
- The total number of staff that will be included in each proposed activity.
- Description of how the various funding considerations listed below will be addressed by your planned activities.

Funding awards will be determined by CDPH in collaboration with CHEAC, CCLHO/HOAC, and SEIU California. When applying, LHJs should include a list of activities in priority order.

IV. Funding considerations will include:

- Diversity in geography and size of LHJ(s) applying, and proposed activities
- Total cost of each activity over 4-year timeframe
- Number of employees proposed to be served under each activity – cohorts vs. individual support
- Workforce gaps identified and how the activities will reduce the gaps (e.g., provide a copy of a needs assessment or other evidence of the workforce gaps that exist in the LHJ)

- Individual cost of each employee served
- Type of training/activity for upskilling employees and whether the LHJ has used an education/institutional partner for the training/activity (preference for public higher education entities and/or labor-management training entities that have experience training public sector employees)
- Timeline for use of the proposed funds
- How the activity builds on other federal, state, or local funding streams dedicated to workforce development
- Health Equity – how the proposed activity fosters diversity, equity, and inclusion in workforce development
- Opportunities for partnership between LHJs and the State (e.g., please contact Kristen Guerrero if you have an idea for partnering with the state)
- Jurisdictions with high vacancy rates and how upskilling addresses current and/or projected vacancies, and LHJ ability to learn and scale

LHJs are encouraged to limit administrative costs and if possible leverage other funding sources for both administrative costs and for items such as training platforms/software. Including these administrative and equipment costs in the proposed budget will drive up the cost per employee served and may make applications less competitive. The goal is to support development of as many staff as possible.

While individual award amounts are not yet determined, CDPH estimates that awards could range between \$50,000 and \$500,000 over the 4-year period, depending on the number of applications received. Other important information:

- There is no minimum award amount that may be requested.
- No LHJ will receive more than 30% of the total available funds.
- Funds will be disbursed to awarded LHJs on an annual basis at the beginning of each fiscal year.

V. Timeline

CDPH anticipates utilizing the following timeline for this program:

- October 2022: Information Released to LHJs
- November 7, 2022: LHJ Informational Webinar
- November 30, 2022: CDPH to Distribute Application Materials
- January 31, 2023: LHJ Applications Due to CDPH
- February – March 2023: Funding Awards Announced
- December 2024: CDPH Expenditure Assessment (see below)

VI. Reporting & Evaluation

CDPH will assess awarded LHJs' expenditure progress in December 2024, at which point CDPH will determine whether unused funds will need to be redirected to other LHJs or regional or collaborative workforce development efforts. CDPH will engage CHEAC, CCLHO/HOAC, and SEIU California during this assessment process, seeking to maximize awarded funds to LHJs.

CDPH will also require awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHDs will be required to report:

- The number of individuals participating in eligible educational pursuits
- Summary of types of credentials and skills attained through the program
- Number of employees hired to provide coverage for employees attaining educational opportunities

VII. Questions

Questions can be directed to Kristen Guerrero at Kristen.guerrero@cdph.ca.gov.

VIII. Attachments

- Attachment A: Career Ladder Education and Development Program Letter of Intent Template
- Attachment B: Career Ladder Education and Development Program: Project Overview Template

Attachment A

Career Ladder Education and Development Program: Letter of Intent

Place Template language on Jurisdiction Letterhead, determine need for paragraphs highlighted in red font and fill in as needed.

Date

To:
California Department of Public Health
Director's Office
Attention: Kristen Guerrero
MS 0500
P.O. Box 997377
Sacramento, CA 95899-7377

RE: APPLICATION FOR CAREER LADDER FUNDS

This letter serves as our formal request for funds to develop our public health workforce via the following projects, listed in priority order:

- 1.
- 2.
- 3.

These projects are further outlined in attached project overview including a description of each project, an itemized list of costs by year, the target audience and intended number of participants, as well as other required information.

Our Agency acknowledges that this is a competitive process and that our Agency may be awarded funds for all, some, or none of the proposed projects. Given this competitive process, Our Agency has prioritized the projects in the order listed above. Our Agency acknowledges the list of considerations that will be reviewed in making funding decisions and have done our best to include information to address these considerations as appropriate.

Please indicate if you are submitting letters of support if they have worked with employee organizations/union or other partners as part of this application process or you have other data that supports your choice of projects. Please indicate here if you are submitting other attachments. If no applicable information to provide, delete this paragraph.

Please indicate if you are applying on behalf of more than one jurisdiction or partnering with the state for any activity. In addition to this letter of intent, please have each jurisdiction involved submit a letter of support/collaboration in the project. Please also break out the number of participants to be served by jurisdiction for each project.

If awarded funding, our Agency certifies that we will provide required data and information including actual expenditures according to progress report dates as identified by CDPH. Our agency further certifies that the signatory of this letter is authorized to apply on behalf of the jurisdiction.

Sincerely,

First & Last Name

Title

Organization

Attachment B

Career Ladder Education and Development Program: Project Overview Template

LHJ must complete this 2-page template for each project. If easier text boxes may be deleted in the narrative portion of this template and LHJ can simply type below each header.

Add LHJ name here.

Project Title and (Priority Number)

Fill in title here (#1)

Description of Project

Add description of the project.

Note: if your program incorporates stipends, please answer the following question: If future budget allocations allow for greater flexibility in stipend duration, would your program design benefit from more than 12 weeks per year? Please respond Yes or No.

Target Audience

Describe the target audience and overall number of participants anticipated

Why and how was this project prioritized?

Describe why you chose this project including how you included your workforce or data in the decision-making.

Intended Outcomes

How will this project help you to better prepare your workforce, retain them, and/or provide a career path for your existing staff?

Budget by Year

Year 1 Budget – FY 2022-23	Total Year 1
Line item #1 (w/ brief description)	<i>Cost Line Item #1</i>
Line item #2 (w/ brief description)	<i>Cost Line item #2</i>
Line item #3 (w/ brief description)	<i>Cost Line Item #3</i>
Line item #4 (w/ brief description)	<i>Cost Line Item #4</i>
<i>Total number of participants Year 1</i>	<i>Total # of Participants Year 1</i>
Year 2 Budget – FY 2023-24	Total Year 2
Line item #1 (w/ brief description)	<i>Cost Line Item #1</i>
Line item #2 (w/ brief description)	<i>Cost Line item #2</i>
Line item #3 (w/ brief description)	<i>Cost Line Item #3</i>
Line item #4 (w/ brief description)	<i>Cost Line Item #4</i>
<i>Total number of participants Year 2</i>	<i>Total # of Participants Year 2</i>
Year 3 Budget – FY 2024-25	Total Year 3
Line item #1 (w/ brief description)	<i>Cost Line Item #1</i>
Line item #2 (w/ brief description)	<i>Cost Line item #2</i>
Line item #3 (w/ brief description)	<i>Cost Line Item #3</i>
Line item #4 (w/ brief description)	<i>Cost Line Item #4</i>
<i>Total number of participants Year 3</i>	<i>Total # of Participants Year 3</i>
Year 4 Budget – FY 2025-26	Total Year 4
Line item #1 (w/ brief description)	<i>Cost Line Item #1</i>
Line item #2 (w/ brief description)	<i>Cost Line item #2</i>
Line item #3 (w/ brief description)	<i>Cost Line Item #3</i>
Line item #4 (w/ brief description)	<i>Cost Line Item #4</i>
<i>Total number of participants Year 4</i>	<i>Total # of Participants Year 4</i>
TOTAL BUDGET REQUEST	Total for All 4 Years

Exhibit E
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

Exhibit E
Additional Provisions

- 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Exhibit E
Additional Provisions

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.

2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

Exhibit E
Additional Provisions

- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.