



AGENDA_March 28, 2017

ADMINISTRATION & INDIGENT HEALTH

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February 23, 2017

The Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

SUBJECT: APPROVE THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH SHOO THE FLU, LLC AND ADDITION OF 12 PAY UNITS FOR THE PUBLIC HEALTH DEPARTMENT, DIVISION OF COMMUNICABLE DISEASE CONTROL AND PREVENTION

RECOMMENDATIONS:

- A. Approve and execute the First Amendment to the Memorandum of Understanding (MOU) with Shoo the Flu, LLC (Principal: Casey Wright, Director; Location: Palo Alto) where the County is the contractor providing services to support the school-based influenza vaccination program Shoo the Flu to modify the term of the agreement regarding management of staffing and program activities, increase the contract amount from \$197,778 to \$572,257 (an increase of \$374,479), and extend the agreement by two years, from 7/1/15-6/30/17 to 7/1/15-6/30/19;
- B. Approve and authorize the addition of twelve (12) pay units for one (1) full-time Program Specialist project position in the amount of \$129,948 to be funded by the Shoo the Flu MOU above; and
- C. Authorize the Auditor-Controller to adjust the appropriations as outlined in the attached Financial Recommendation.

SUMMARY/DISCUSSION/FINDINGS:

On July 28, 2015, your Board approved the MOU between the Public Health Department (PHD) and Shoo the Flu, LLC (STF) to provide school-based influenza vaccination to students and school staff, free of charge, at Oakland area preschool and elementary schools. All public, charter and private schools are invited to participate. In 2014, 110 school sites participated and 8,641 students and staff were vaccinated against the flu. In 2015, 138 schools participated and 11,277 students and staff were vaccinated. In 2016, 102 schools participated and 8,732 students and staff were vaccinated. Between 49 and 57% of students vaccinated are low income and approximately 30% of consent forms are returned in a language other than English.

Prior funding was used by PHD for clinical and administrative supplies, printing/copying, medical waste disposal fees, and some nurse staffing. PHD also provided the logistical support including office space and equipment, procurement and storage of vaccines, training in vaccine administration, outreach, and other activities for the program. However, in the past, STF directly paid for program

operating staff, contract nursing staff, courier services, program outreach, and additional supplies. Under this amendment, these contracts and purchases will be transitioned to PHD management.

Your Board is requested to approve the amendment to change the scope of work and extend the contract term for additional two years. Under this amendment, STF will provide funding for one program operating staff member who is under the direction of PHD to assist in the program administration, meeting coordination, and communication with program partners. The STF funding also provides for medical and administrative supplies, medical waste disposal, contracted nurses to administer influenza vaccinations, and courier services in order to implement the program.

Your Board is also requested to authorize additional 12 pay units for one full-time Program Specialist project position who will be responsible for planning, implementing and evaluating the Shoo the Flu program, as mentioned above. Specifically, this position will act as a liaison between health care providers, community organizations, clients and all state and local agencies for program delivery; coordinate and train staff assigned to school-based clinics; negotiate and/or renew contracts with vendors; monitor and evaluate the program performance and make adjustments as necessary.

Shoo the Flu LLC is an entity of the Carl V. Page Memorial Foundation, commonly referred to as the Page Family Foundation, which conceived of and has funded PHD and Oakland Unified School District's efforts to build and implement the Shoo the Flu program. The program is a collaboration of the PHD, OUSD, the California Department of Public Health and other community partners. In addition to funding the program, Shoo the Flu LLC has also provided technical assistance for program implementation and is funding a rigorous, independent evaluation of the program's impact on influenza illness, influenza vaccination rates, and absenteeism.

FINANCING:

Funding for this MOU agreement is included in the Fiscal Year 2016-17 adjusted budget and is included the Fiscal Year 17-18 MOE requested budget. There is no impact to net County cost as a result of approving the above recommendations.

Very truly yours,



Rebecca Gebhart, Interim Director
Health Care Services Agency

FINANCIAL RECOMMENDATION

AGENDA DATE:

3/21/2017

Subject of Board Letter:

APPROVE THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH SHOO THE FLU, LLC AND ADDITION OF 12 PAY UNITS FOR THE PUBLIC HEALTH DEPARTMENT, DIVISION OF COMMUNICABLE DISEASE CONTROL AND PREVENTION

BY: 2017

FUND: 10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

Informational				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
				-
ORG TOTAL				\$ -

Informational				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$ -

GRAND TOTAL ANTICIPATED REVENUE \$ -

The increase (decrease) in appropriations, as follows:

Informational				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350905	600000	00000	PHG16CD51300	129,948
350905	610000	00000	PHG16CD51300	(129,948)
ORG TOTAL				\$ -

Informational				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$ -

GRAND TOTAL APPROPRIATION \$ - #REF!

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING

BETWEEN

SHOO THE FLU, LLC

AND THE

ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT

This First Amendment to the Memorandum of Understanding (this "First Amendment") is made as of _____, 2017 (the "Amendment Date"), by Shoo the Flu, LLC ("Organization") and the Alameda County Public Health Department ("ACPHD"), collectively, the "Parties."

RECITALS:

WHEREAS, the Parties wish to amend the original Memorandum of Understanding (the "Original MOU"), dated July 1, 2015, to reflect the conclusion of the Bay Area Flu Study, and to allow for broader Program evaluation opportunities going forward; and

WHEREAS, the Parties endeavor to diversify the funding sources used to support the ACPHD-led School-Located Influenza Vaccinations ("SLIV") efforts, enabling the Organization to pursue additional financial sponsors for the Program; and

WHEREAS, the Parties desire to extend the Program for two additional years, until June 30, 2019; and

WHEREAS, the Parties agree to no longer require Organization to coordinate regular meetings and communication among all partners;

NOW THEREFORE, the Parties agree as follows:

1. The foregoing recitals are hereby incorporated in this First Amendment and made a part thereof by this reference.

2. All terms used in this First Amendment, but not defined herein, shall have the meaning given such terms in the Original MOU.

3. Section 2 of the Original MOU is removed in its entirety and replaced with the following:

"This MOU shall commence on July 1, 2015 and continue until June 30, 2019, unless terminated as described below. The Parties may extend this term by mutual agreement in writing."

4. Section 3(a) of the Original MOU is removed in its entirety and replaced with the following:

"a. ACPHD Responsibilities

- Oversight and general coordination between ACPHD staff and Organization staff;
 - Providing office space and computers for staff fully- or partially-funded by the Organization who are assigned to promote the Program;
 - Vaccine management including procurement, storage, and distribution of VFC and State vaccine;
 - Providing staff for administration of the flu vaccine to students and school employees;
 - Providing training in vaccine administration and Program requirements to vaccinators;
 - Planning and implementation support for vaccinators and outreach activities;
 - Providing laboratory services for evaluation components of the Program (see attached detail). These laboratory services shall include:
 - Screening specimens collected during the Program for influenza;
 - Sub-typing influenza A specimens found positive during screening;
 - Forwarding all influenza-positive, sub-type specimens as constituents of the routine courier transports of specimens to the California Department of Public Health for strain typing analysis; and
 - Providing expert laboratory consultation regarding issues with specimen collection, transport, or the interpretation of results.
- and;
- Assisting with all Program components including, but not limited to, outreach, enlistment of schools and organizations, communication, program evaluation, and impact evaluation."

5. Section 3(b) of the Original MOU is removed in its entirety and replaced with the following:

"b. Organization Responsibilities:

- Provide funding for one or more staff members to assist with management of the Program. This staff member(s) may be a contracted employee or a direct employee of ACPHD. The Organization shall not control – directly or indirectly – the terms and conditions of work for this staff member(s), nor shall the Organization be considered the employer of the staff member for any purposes.
- Financing (in an amount subject to the Organization's sole discretion in light of the ACPHD's annual SLIV and Laboratory budgets as described herein) of vaccine delivery, education, communication, and messaging (including all marketing and advertisement materials), and program evaluation.
- Subject to Section 4 ("Compensation"), payment of ACPHD's Program costs, including but not limited to, costs directly related to the Program, such as ACPHD staff time, medical supplies, office supplies, computers/utilities, vaccine transport equipment (coolers, thermometers, etc.) and other miscellaneous costs, which must all be approved by Organization in advance;
- Subject to Section 4 ("Compensation"), payment for pre-approved laboratory costs for specimen testing for evaluation activities."

6. Except as expressly amended by this First Amendment, all other terms, conditions, and provisions of the Original MOU are hereby ratified and confirmed and shall continue in full force and affect. In the event of a conflict between this First Amendment and the Original MOU, the provisions of this First Amendment shall control.

[Signatures appear on the following page.]

[Signature page to the First Amendment to the Memorandum of Understanding]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the Memorandum of Understanding to be executed by their duly authorized representatives as of the Amendment Date:

Dated: _____

ALAMEDA COUNTY

By: _____
Wilma Chan
President, Board of Supervisors

Dated: _____

SHOO THE FLU, LLC

By: _____
Casey Wright, ScM, Director

Approved as to Form

DONNA R. ZIEGLER, County Counsel

By _____

Print Name S. Ziegler