

Summary

Board Bill Number 30

Introduced by: Alderwoman Christina Ingrassia

May 14, 2021

This Board Bill authorizes the Department of Health (the “DOH”) to accept a Centers for Disease Control and Prevention (“CDC”) Foundation award (CDC-RFA-OT18-1802) funding of Two Thousand Eight Hundred Dollars (\$2800) through a contract with the National Environmental Health Association (“NEHA”) as part of an Explorer Contract Grant to reimburse DOH during the period of April 1, 2021 through July 31, 2021 for the purpose of supporting food safety program activities, designed to explore involvement in CDC’s National Environmental Assessment Reporting System (“NEARS”), with such activities including:

- Staff time to learn about NEARS, such as
 - Taking Environmental Assessment Training Series (EATS) or equivalent training course as identified by NEHA to conduct environmental assessments
 - Participating in a NEARS webinar training session
 - Attending a regional or national NEARS presentation
- Purchase of environmental sampling/other investigation equipment to build capacity in foodborne outbreak investigation
- Activities that encourage local programs within the state to participate.

This training of Food and Beverage Inspectors at DOH will increase capacity to utilize the CDC NEARS for food-borne illness outbreaks associated with retail prepared food establishments such as restaurants, banquet facilities, schools, and other institutions in order to:

- Identify environmental causes of outbreaks;
- Take follow-up action to reduce or prevent future foodborne illness outbreaks;
- Evaluate the DOH food safety program and make improvements based on established guidelines;
- Develop or modify program policies and/or regulations;
- Focus limited program resources on actions with the highest impact; and
- Meet the Food and Drug Administration’s Retail Food Program Standard 5.

BOARD BILL NUMBER 30 INTRODUCED BY: ALDERWOMAN CHRISTINE INGRASSIA

1 An Ordinance authorizing the Department of Health (the “DOH”) to accept Centers for Disease
2 Control and Prevention (“CDC”) Foundation award (CDC-RFA-OT18-1802) funding of Two
3 thousand eight hundred dollars (\$2800) through a contract with the National Environmental Health
4 Association (“NEHA”) to reimburse DOH for the purpose of supporting food safety program
5 activities, designed to explore involvement in CDC’s National Environmental Assessment
6 Reporting System (“NEARS”); authorizing the expenditure of CDC NEARS grant funds for grant
7 purposes, and to fulfill the obligations of said grant; and containing an emergency clause.

8 **BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

9 **SECTION ONE.** The DOH is hereby authorized to accept the CDC NEARS grant of Two
10 Thousand Eight Hundred Dollars (\$2800), by executing the Subaward Agreement with NEHA, set
11 forth in **ATTACHMENT A**, for the grant purposes of providing reimbursement funding
12 assistance to support training of DOH Food and Beverage Inspectors on the use of the NEARS
13 during the period of April 1, 2021 through July 31, 2021 (and during any subsequent extensions,
14 if any); purchasing of any needed environmental sampling/other investigation equipment to build
15 capacity in foodborne outbreak investigations; activities that encourage local programs within
16 Missouri to participate in NEARS; and for all other purposes in the Subaward Agreement with
17 NEHA, set forth in **ATTACHMENT A**. The City of St. Louis is further authorized to appropriate
18 for expenditure the CDC NEARS grant funds for the aforementioned purposes set forth more fully
19 in **ATTACHMENT A**, and to fulfill the obligations of said grant.

20 **SECTION TWO.** Emergency Clause. This being an ordinance for the preservation of the
21 public peace, health and safety, it is hereby declared to be an emergency measure within the

- 1 meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis, and therefore,
- 2 this ordinance shall become effective immediately upon its passage and approval by the Mayor.



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Suite 1000-N
Denver, Colorado 80246-1926
Phone (303) 756-9090
Fax (303) 691-9490
www.neha.org

SUBAWARD AGREEMENT

This Subaward Agreement is effective as of the date of the later signature indicated below, between the National Environmental Health Association (NEHA) with its principal place of business, 720 S Colorado Boulevard, Suite 1000N, Denver, Colorado 80246 and the City of St. Louis, by and through its Department of Health, (hereinafter referred to as "Subrecipient").

WHEREAS, NEHA wishes to hire Subrecipient to perform the services specified herein for NEHA to enhance the programmatic activities of a grant;

WHEREAS, Subrecipient wishes to perform such services for NEHA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I: SPECIAL PROVISIONS

1. PURPOSE OF AGREEMENT: Subrecipient agrees to fully engage and participate in the NEARS Explorer program in support of NEHA's programmatic activities under CDC-RFA-OT18-1802 as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Subrecipient shall act at all times in a professional manner consistent with the standards of the industry.
2. TERM OF AGREEMENT: The term of the Agreement shall begin on April 1, 2021 through July 31, 2021, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto.
3. PAYMENT FOR PARTICIPATION: In consideration for participation in the NEARS Explorer program, NEHA agrees to reimburse the Subrecipient for eligible costs incurred up to \$2,800. Eligible costs are those previously approved by NEHA and are listed in Attachment I. All payments will be made within 30 days of receipt of final invoice from Subrecipient and following approval by NEHA for approved activities, as outlined on Attachment I. The final invoice must be received by NEHA no later than 30 days after the end date of the Agreement.

ARTICLE II: GENERAL PROVISIONS

1. PAYMENT OF TAXES AND OTHER LEVIES: Subrecipient understands and agrees that it will be treated as an independent contractor for federal and state tax filing purposes and will be issued any required tax forms. NEHA has no responsibility for payment of taxes or other levies on behalf of Subrecipient.
2. ALLOCATION OF RESPONSIBILITIES: Each party to this Agreement agrees that it will be responsible for its own acts and omissions and the results thereof; and, shall not be responsible for the acts and omissions of the other party and the results thereof. Each party agrees that it will assume all risk and liability to itself, its agents, or its employees for any injury to persons or property resulting in any manner from conduct of its own operations and the operations of its agents or employees under this agreement.


**Board Bill Number 30
Attachment A**

3. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
4. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between NEHA and its Primary Funder and in particular may be terminated by NEHA without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NEHA under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NEHA.
5. INTERFERING CONDITIONS: Subrecipient shall promptly and fully notify NEHA of any condition that interferes with, or threatens to interfere with, the successful carrying out of Subrecipient's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof.
6. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party.
7. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the subrecipient.
8. ADDITIONAL FUNDING: No additional funds will be allocated to this project beyond the amount listed in #3 under Special Provisions of this Agreement.
9. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via email.
10. AUTHORITY TO BIND: Each party hereby represents and warrants that the person signing below has the authority to bind such party to this Agreement.

NEHA:

SUBRECIPIENT

City of St. Louis:

By:  _____

By: _____

Name: Gail P. Vail, CPA, CGMA

Dr. Fred Echols, Interim Director
Department of Health

Title: Associate Executive Director,
Finance and Administration

Date: 3/24/2021

Date:

National Environmental Health Association

SUBRECIPIENT AGREEMENT – ATTACHMENT I

SCOPE OF WORK

During the term of this Agreement, Subrecipient agrees to the following:

Funding will support food safety program initiatives to explore involvement in CDC's National Environmental Assessment Reporting Systems. Supported activities include:

- Staff time to learn about NEARS, such as
 - Taking Environmental Assessment Training (EATS) or equivalent training course as identified by NEHA to conduct environmental assessments
 - Participating in a NEARS webinar training session
 - Attending a regional or national NEARS presentation
- Purchase of environmental sampling/other investigation equipment to build capacity in foodborne outbreak investigation.
- Activities that encourage local programs within the state to participate.

Technical Requirements:

The agreement between NEHA and subrecipient is to be performed April 1, 2021 through July 31, 2021. Subrecipient shall provide the following technical requirements:

1. Have a state or local food safety program.
2. The ability to attend online trainings and webinars.
3. Have the ability to register for NEARS.

Reporting Schedule

Subrecipient shall submit a final summary report using the provided and approved NEHA final report template. Final reports must be submitted, along with the final invoice, to Laura Wildey at lwildey@neha.org and cc: ppd_invoices@neha.org no later than August 31, 2021.

Deliverables:

The deliverables for the work to be performed include the following:

1. Completion of the online Environmental Assessment Training Series (EATS), or alternate approved training course
2. Completion of the Introduction to NEARS webinar series hosted by CDC
3. Registered as a NEARS site (optional)
4. Final report and invoice submitted to NEHA by August 31, 2021

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Attachment A

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National Environmental Health Association
NEARS Explorer Program Grant
CDC-RFA-OT18-1802

The Comptroller of St. Louis

Comptroller

APPROVED AS TO FORM:

City Counselor

ATTEST:

Register of the City of St. Louis

BOARD BILL NUMBER 30

FISCAL NOTE

Preparer's Name: Fredrick Echols, M.D.

Phone Number or Email Address (will be available publicly): (314) 657-1528

Bill Sponsor : Alderwoman Christine Ingrassia

Bill Synopsis:	This bill would authorize the Department of Health (the "DOH") to accept the CDC NEARS grant of Two Thousand Eight Hundred Dollars (\$2800), by executing the Subaward Agreement with NEHA, set forth in ATTACHMENT A , for the grant purposes of providing reimbursement funding assistance to support training of DOH Food and Beverage Inspectors on the use of the NEARS; purchasing of any needed environmental sampling/other investigation equipment to build capacity in foodborne outbreak investigations; activities that encourage local programs within Missouri to participate in NEARS; and for all other purposes in the Subaward Agreement with NEHA
Type of Impact:	Will increase capacity to utilize the CDC NEARS for food-borne illness outbreaks associated with retail prepared food establishments such as restaurants, banquet facilities, schools, and other institutions in order to: <ul style="list-style-type: none">• Identify environmental causes of outbreaks;• Take follow-up action to reduce or prevent future foodborne illness outbreaks;• Evaluate the DOH food safety program and make improvements based on established guidelines;• Develop or modify program policies and/or regulations;• Focus limited program resources on actions with the highest impact; and• Meet the Food and Drug Administration's ("FDA's") Retail Food Program Standards 5.
Agencies Affected:	Department of Health ("DOH")

SECTION A

Does this bill authorize:

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget? Yes No. (grant covered only)
- An undertaking of a new service for which no funding is provided in the current adopted city budget? Yes No.
- A commitment of city funding in the future under certain specified conditions? Yes No.
- An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget? Yes No.
- An execution or initiation of an activity as a result of federal or state mandates or requirements? Yes No.
- A capital improvement project that increases operating costs over the current adopted city budget? Yes No.
- A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years? Yes No.

If the answer is yes to any of the above questions, then a fiscal note must be attached to the board bill. Complete Section B of the form below.

SECTION B

- Does the bill require the construction of any new physical facilities? Yes No.
 - If yes, describe the facilities and provide the estimated cost: **NA**

- Is the bill estimated to have a direct fiscal impact on any city department or office? Yes No.
 - If yes, explain the impact and the estimated cost: **NA**

- Does the bill create a program or administrative subdivision? Yes No.
 - If yes, then is there a similar existing program or administrative subdivision? **NA** Yes No.
 - If yes, explain the how the proposed programs or administrative subdivisions may overlap: **NA**

- Describe the annual operating, equipment, and maintenance costs that would result from the proposed bill, as well as any funding sources: **NA**

Complete the chart below to list the total estimated expenditures required of the City resulting from the proposed board bill and any estimated savings or additional revenue.

Financial Estimate of Impact on General Fund			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	0	0	0
Additional Revenue	0	0	0
Net	0	0	0
Financial Estimate of Impact on Special Funds			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	0	0	0
Additional Revenue	0	0	0
Net	0	0	0

- Describe any assumptions used in preparing this fiscal note:

Acceptance and expenditure of grant funds for the purposes authorized.

- List any sources of information (including any City officials, agencies, or departments) used in preparing this fiscal note: None other than DOH and Subaward Agreement with NEHA.

- Have the financial estimates of this bill been verified by the City Budget Division?
_____ Yes ___X___ No.
- If yes, by whom? NA .