Kittitas County
Review Form
Grants & Contract Agreement

Today's Date 06/20/2012		Agenda Date
Fund/Department 116-Public Health		

Contract/Grant Information

Contract /Grant Agency: Agreement to Detail Federal Civil Service Personnel Public Health Associate		
Period Begin Date: Upon Arrival		Period End Date: Two Year Duration
Total Grant/Contract Amount: None		
Grant/Contract Number:		
Contract/Grant Summary: Agreement to Detail Federal Civil Service Personnel Public Health Associate Program and Kittitas County Public Health, reviews the roles and responsibilities of the department while hosting a Center for Disease Control and Prevention associate for two years.		

Recommendation for Board of Health and Board of Health Review on _____

Department Head Signature: Mark W. Cam, Administrator Date: 6/21/12

Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:
APPROVED AS TO FORM:

_____
Signature of Prosecutor's Office Date

_____
Signature of Auditor's Office Date

_____
Signature of Board of Health member Date

Financial Information

Total Amount $	State Funds $	Federal Funds $
Percentage County Funds	Matching Funds $	CFDA#
	In-Kind $ Explain	

Is Equipment being purchased?	Who owns equipment?
New Personnel being hired?	Contact HR hiring – reporting requirements
Future impacts or liability to Kittitas County:	

Budget Information

Budget Amendment Needed?	Yes ☐ attach budget form	No ☐ Why not
New Division Created?		
Revenue Code		

Pass Through Information

Agency to Pass Through	
Amount to Pass Through	$
Sub-Contract Approved	Date:

Prosecutor Review

Has the Prosecutor reviewed this agreement?	Yes ☐ No ☐

County Departments Impacted

	Auditor		Facilities Maintenance
	Information Services		Human Resource
	Prosecutor		Treasurer

Submitted

Signature:	Date:
Department:	

Assignment of Tracking Information

Auditor's Office	
Human Resource	
Prosecutor's Office	
Who Signed the grant application	

Reviewer	Date

AGREEMENT TO DETAIL
FEDERAL CIVIL SERVICE PERSONNEL
PUBLIC HEALTH ASSOCIATE PROGRAM (PHAP)
To State, Tribal, Local, or Territorial Host Agency

Pursuant to section 214 of the Public Health Service Act (42 U.S.C. § 215), the Centers for Disease Control and Prevention (hereinafter CDC) hereby agrees to the request for detail of CDC civil service personnel (hereinafter associate) to state and local public health agencies (hereinafter "host agency") as specified below. This agreement is for the Public Health Associate Program (PHAP).

I. JUSTIFICATION FOR DETAIL ASSIGNMENT

A. The detail of CDC civil service personnel will assist CDC and host agency in carrying out disease prevention, health promotion and protection, and other public health activities.

B. Associate(s) will provide assistance to host agency in developing, implementing, and evaluating public health programs.

C. Associate(s) will promote and enhance state, tribal, local and territorial capacity through consultation, demonstration and technical support.

II. OBJECTIVES FOR DETAIL ASSIGNMENT

A. To provide opportunities to expand and enhance the skills and development of CDC associates assigned to host agency.

B. To contribute to overall state, tribal, local and territorial health goals in support of national health.

C. To reduce the incidence of disease and injury, disability and death.

D. To strengthen federal, state and local capacity to prepare for, detect, report, respond to, contain and recover from public health effects of terrorism and other public health emergencies.

III. POSITION DATA AND SUPERVISION

CDC is responsible for the selection and supervision of associates in accordance with CDC recruitment, hiring, and merit promotion policies, regulations, and requirements.

A. The host agency shall provide a work environment free of verbal, written, or physical

conduct that has the purpose or effect of unreasonably interfering with the associate's performance or that creates an intimidating, hostile, or offensive environment. The host agency shall abide by all federal laws and regulations applicable to workplace conduct.

B. The host agency will provide the associate(s) with work space equipped with resources and materials that will provide the associate(s) with access to communications equipment (e.g., computers, electronic mail, telephone and facsimile machines) to allow them to maintain regular contact with CDC and for routine business purposes. This includes ensuring that associates have access to CDC secure systems through the host site computer network/firewall.

C. The host agency will immediately report any workplace incident to the CDC PHAP Supervisor. This includes, but is not limited to, associate exposure or injury, breach of security policies by associate, or information technology security issue involving associate.

D. Associates will have the same rights, responsibilities, and supervision as comparably situated employees of the host agency including, when applicable, receiving reimbursement for local travel expenses, participating in host site training, and receiving technical direction and mentoring from host site employees.

E. CDC will provide broad guidance, technical consultation, and official supervision to associate(s). Furthermore:

1. Each associate's performance will be formally assessed by CDC in accordance with established CDC performance management systems for civil service employees. In completing an associate's evaluations (both at end-of-year and at mid-year) CDC will solicit input from appropriate host agency staff regarding the associate's performance. Performance evaluations will include an assessment of the associate's achievement of required program competencies.

2. Host agency officials may make recommendations to CDC officials regarding any formal recognition that the employee would be eligible to receive based on performance or contributions to the program in accordance with the federal compensation guidelines.

3. Any publication that includes the name of a CDC associate must be submitted for and receive CDC clearance **prior to submission for publication**. The publication should include the associate's CDC affiliation as well as local affiliation with his/her name. Standard CDC guidelines for authorship should be followed when determining whether a CDC associate's name should be included as an author on a publication (General Administration No. CDC-69).

4. Any request by an associate for approval of work outside his/her current job and assignment must be submitted in writing through both the associate's host agency supervisor and his/her most immediate CDC supervisor to the appropriate

management level at CDC.

5. The CDC will ultimately be responsible for rendering any appropriate disciplinary action that host agency proposes against an associate.

6. The host agency supervisor will work closely with associate to resolve any routine questions or issues that arise regarding the assignment or the associate's performance.

7. The host agency will promptly advise CDC of any serious performance or behavioral concerns about an associate. In these cases, host agency and CDC staff will work together to attempt to resolve such concerns with the associate, either informally or formally, depending upon the nature of the concern. Other CDC resources may be called upon by the immediate supervisor to help resolve the issues.

8. If informal and/or formal efforts fail to resolve a problem, the host agency may request the removal of an associate. Such request must be forwarded, in writing, through the senior management of the host agency to the CDC PHAP Director and must state: 1) a substantive basis for the request, 2) efforts taken by host agency otherwise resolve the problem, and 3) the proposed date for the removal (not less than 90 days from the date of the request). Upon receipt of such a request, CDC will take appropriate action in consultation with host agency and the associate.

9. CDC may mobilize an associate during an emergency response to act as a CDC responder, either in the field or at a CDC-site. During these emergency responses, CDC will inform the host agency of the activation of the associate for the emergency response, the anticipated duration of the assignment of the associate to the emergency response efforts and will be responsible for all supervision, training and travel costs related to CDC emergency response mobilization.

    a. This section does not apply to situations where an associate is acting for the host site in an emergency response situation.
    b. CDC's need to mobilize an associate for an emergency response on behalf of CDC may supersede a host agency's need to mobilize an associate for emergency response in a state or with a host agency.

IV. COSTS

A. Projected costs for associate(s)' salary, fringe benefits, and related expenses will be budgeted annually by CDC. Positions funded as direct assistance through a CDC grant or cooperative agreement will be listed on the applicable Notice of Grant/Cooperative Agreement award(s).

B. Expenses incident to the associate(s)' employment and travel will be paid as follows:

    1. Pay and allowances will include, but will not be limited to, premium pay (e.g., holiday and overtime pay, see #3 below), CDC's share of costs for health benefits,

group life insurance, and civil service or social security retirement coverage, and any out-of-state travel by any associate, or any in-state travel **required by CDC**.

2. An associate's salary will be paid on a biweekly basis. Payment for Civil Service employees will be dependent on the timely receipt of the appropriate time and attendance reports associate is required to submit to his/her CDC timekeeper. Payment will be issued by the CDC in accordance with federal rules and procedures.

3. Premium pay for overtime worked by Civil Service must be approved in advance by the appropriate management staff within CDC. Associate(s) must complete and submit the necessary paperwork in advance of the overtime before any payment will be authorized.

4. Individual performance ratings will serve as the basis for recommending with-in grade salary increases and merit pay increases for Civil Service employees. A year one associate with a minimum of a fully successful (or equivalent) rating, shall be eligible to receive a promotion in year 2.

5. Any in-state or local travel by an associate that is required by host agency will be paid by host agency. This includes reimbursement for expenses related to host site required or sponsored training. CDC required training will be supported by CDC.

V. LEAVE AND HOURS OF DUTY

A. Civil Service associate(s) are required to work an 80-hour pay period. Hours of duty will be determined by host agency. Associate(s) are allowed federal holidays only.

B. On all Federal holidays that are not also holidays at the host agency, the host site should determine whether the associate(s) is performing essential duties that require him/her to report for duty. If the host site determines that the associate needs to work on a federal holiday, the associate should request prior approval from their CDC PHAP Supervisor. Associates working on a federal holiday will receive premium pay, therefore, this option should be used with discretion due to the financial impact.

C. On any Local holiday that is not a Federal holiday (as per the Federal Holiday schedule), Associate(s) are required to do one of the following:

   a. The Associate(s) may take leave, with proper approval, on the Local holiday;
   b. The Associate(s) may work a modified schedule during the 80-hour work period to "make up" the Local Holiday day (e.g. – associate would have the local holiday but work additional hours during the two week federal pay period to fulfill the 80 hour requirement);
   c. The Associate(s) may complete PHAP required tasks (online training, assist CDC PHAP team with projects) or other local agency work on a telework basis.

d. Either choice would be reviewed with the Associate's CDC supervisor. Prior written approval must be given by the associate's federal supervisor.

D. Associate(s) will be entitled to use annual and sick leave in accordance with Federal laws, regulations, and procedures. Associates may also earn or use overtime, compensatory time, or credit time in accordance with Federal laws, regulations, and procedures, but approval of such must be consistent with local pay and leave management policies and procedures of the host agency.

A request for leave should be reviewed and initialed by an associate's on-site supervisor Final written approval for leave (signature on leave slips) is the responsibility of the associate's Federal supervisor. Each associate's leave records will be maintained by his/her Federal supervisor.

VI. APPLICABILITY OF RULES, REGULATIONS, AND POLICIES

A. Rules and policies of the host agency shall apply to associate(s) except in cases where this agreement provides otherwise.

B. Where there is a conflict between the rules, regulations, and policies of host agency and/or the locality regarding the legal status and/or rights of associate and the rules, regulations, and policies of CDC or the Federal government regarding the same issue, the CDC or Federal standards will prevail.

C. Associate(s) may not engage in any political activities prohibited for Federal employees by the Hatch Act, 5 U.S.C. § 7321 et. seq., or that may be criminal offenses under title 18 of the U.S. Code (18 U.S.C. §§ 210, 211, 594, 595, 600, 601-607, 610).

D. The Standards of Conduct for Federal employees (5 CFR § 2635), HHS Supplemental Standards of Ethical Conduct (5 CFR § 5501), HHS Residual Standards of conduct (45 CFR § 73.735) and those for employees of host agency will both apply to associate(s), except as noted in item B, above.

VII. TRAINING

A. Associate(s) will be permitted to attend CDC-required programmatic and career development training, meetings, seminars and conferences (including national seminars and regional staff conferences). Absences for purposes of optional training or professional development will occur only with the mutual consent of the parties to this agreement.

B. The host agency may, at its discretion and expense, make available to associate(s) any training opportunities sponsored by the State or locality and made available to other host agency staff.

VIII. PERIOD OF DETAIL

Centers for Disease Control and Prevention

A. The field assignments addressed by this agreement shall be of two year duration.

B. This agreement may be modified or terminated by mutual consent of the parties upon 90 days notice in writing by either party of its intent to modify or terminate the agreement.

C. The continuation of each associate's detail is contingent upon the availability of funds to support the detail.

IX. APPROVAL

A. The Undersigned represents CDC and is authorized to grant the detail or assignment for the purposes stated herein:

_____ Date: _____
[Signature]

_____
[Title – CDC Director or Designee]

B. The Undersigned represents the host agency and is authorized to request the detail of associate(s) for the purposes stated herein.

_____ Date: _____
Host Site Signee