

Cal-EIS COUNTY REIMBURSEMENT AGREEMENT

THIS PROGRAM AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between the California Department of Public Health (hereinafter referred to as "CDPH") and the County of El Dorado, Health and Human Services Agency, Public Health Division, a political subdivision of the State of California (hereinafter referred to as "County"). CDPH and County are referred to herein individually as a "party" and, collectively, as the "parties."

1. Scope of Work

The parties agree to comply with the terms and conditions of Exhibit A which sets forth the duties and responsibilities of the parties. Under this Agreement, CDPH will facilitate the placement of, and coordinate the training for, the California Epidemiologic Investigation Service (Cal-EIS) Fellow ("Fellow") who will supply direct epidemiologic services to the County, and County will provide training and work experience to the Fellow.

2. Term

The term of this Agreement is July 1, 2022, or upon final approval of the Agreement by CDPH, through June 30, 2023.

3. Cost of Services and Billing

The County agrees to reimburse CDPH an amount up to \$3,750.00 per month for the actual amounts paid by CDPH to the Fellow. The total amount payable under this Agreement shall not exceed \$45,000.00.

To obtain payment, CDPH shall submit an itemized invoice not more often than monthly, in duplicate, to:

PHinvoice@edcgov.us

4. Status of Fellow

It is expressly understood and agreed by CDPH and County that the Fellow is being placed by CDPH with County for the purpose of gaining work experience. The Fellow will not be considered an employee of CDPH or County for any purpose, including, but not limited to, eligibility to receive compensation for services and employee benefits. At any time, County may enter into an employment relationship with the Fellow. However, if County and the Fellow decide to enter into an employment relationship, CDPH will not be a party of the employment relationship and CDPH will have no role whatsoever in the relationship. The County shall notify CDPH 30 days prior to entering into an employment relationship with a Fellow.

5. Responsibilities of CDPH

- A. CDPH will facilitate the placement of the Fellow with the County.
- B. CDPH will assist in the coordination of training for the Fellow.
- C. CDPH will confirm with each Fellow that he/she is solely responsible for:
 - 1) Reporting to County on time and conforming to County's policies, rules, and regulations.
 - 2) Performing the assigned activities according to generally accepted professional practices and standards, and the requirements of applicable federal, state and local laws.
 - 3) Arranging his/her own transportation.

6. Responsibilities of County

- A. County agrees to commit to 12 months of training for the Fellow.
- B. County may request that CDPH participate in discussions with a Fellow and County if Fellow does not adhere to County policies, rules and regulations. In that event, CDPH will assist in developing a plan for Fellow and County to better meet the responsibilities of all parties and the Fellow.

7. Termination

- A. This Agreement may be terminated by either party, with or without cause, upon 30 days written notice.
- B. If Fellow and County enter into an employment relationship pursuant to Paragraph 4 above, this Agreement will terminate effective the date of employment of the Fellow with the County.

8. Agreement Representatives

- A. The representatives during the term of this Agreement will be:

California Dept. of Public Health
Caroline Peck, MD, MPH
Telephone: (916) 552.9940
Fax: (916) 552-9729

County of El Dorado
Olivia Byron-Cooper, MPH
Telephone: (530) 621-6374
Fax: (530) 653-2208

Direct all inquiries and notices to:

California Dept. of Public Health
Caroline Peck
Cal-EIS Fellowship Program Director
CDCB/Workforce Development Section
P.O. Box 997377, MS 7213
Sacramento, CA 95899-7377

Telephone: (916) 552-9940
Fax: (916) 552-9792

County of El Dorado
Olivia Byron-Cooper, MHP
Director of Public Health
Health and Human Services Agency
931 Spring Street
Placerville, CA 95667

Telephone: (530) 621-6374
Fax: (530) 653-2208

- B. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

9. Mutual Indemnification

- A. County and CDPH shall mutually defend, indemnify and hold each other and their respective agencies, officers, employees, and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of either County or CDPH.
- B. It is expressly understood that the obligations hereunder shall be conditioned upon this Agreement being one that falls within the purview of Section 895 of the Government Code.

10. Ownership of Documents

- A. County shall be the owner of, and shall be entitled to, possession of any computations, plans, correspondence or other pertinent County data and information gathered by or computed by Fellow(s) prior to termination of this Agreement for any reason.
- B. No material prepared with County data and information in connection with the Agreement shall be subject to copyright in the United States or in any other country.

11. County's Obligation Subject to Availability of Funds

- A. County's obligation under this Agreement is subject to the availability of authorized funds. County may terminate the Agreement, or any part of the Agreement work, without prejudice to any right or remedy of County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or any subsequent Amendment, County may, upon written notice to CDPH, terminate this Agreement in whole or in part.

- B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Agreement is terminated for non-appropriation:
 - 1) County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - 2) CDPH shall be released from any obligation to provide further services pursuant to this Agreement that are affected by the termination.

- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Agreement. Should such an appropriation during the term of this Agreement not be approved, prior written notice shall be provided to CDPH and this Agreement will terminate at the close of the current Appropriation Year.

- D. This Agreement is void and unenforceable if all or part of federal or state funds applicable to this Agreement are not available to County. If applicable funding is reduced, County may either:
 - 1) Cancel this Agreement; or,
 - 2) Offer a contract amendment reflecting the reduced funding.

12. CDPH's Obligation Subject to Availability of Funds

- 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 program, this Agreement shall be of no further force and effect. In this event, the CDPH shall have no liability to provide services or to furnish any other considerations under this Agreement and County shall not be obligated to perform 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, CDPH shall have the option to either cancel this Agreement with no liability occurring to CDPH, or offer an agreement amendment to County to reflect the reduced amount.

13. Changes and Amendments

Either party may request changes in the scope of services. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

14. Choice of Law

The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. County of El Dorado shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement.

15. Administrator: The County Officer or employee with responsibility for administering this Agreement is Olivia Byron-Cooper, MPH, Director of Public Health, Health and Human Services Agency, or successor.

16. Execution in Counterparts

This Agreement may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Digital or facsimile copies shall be deemed to be original copies.

17. Entire Agreement

This Agreement constitutes the entire agreement between County and CDPH. There are no terms, conditions or obligations made or entered into by the parties other than those contained herein.

IN WITNESS THEREOF, this Agreement has been executed by the parties hereto.

COUNTY OF EL DORADO

CALIFORNIA DEPT. OF PUBLIC HEALTH

By: _____
Lori Parlin, Chair
Board of Supervisors

By: _____
_____, Chief
Contracts and Purchasing Services Section

Date: _____

Date: _____

ATTEST
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Date: _____

EXHIBIT A
SCOPE OF WORK

Contract Description:

The California Department of Public Health (CDPH) will facilitate the placement of, and coordinate the training for the California Investigation Service (Cal-EIS) Fellow who will receive epidemiologic training and experience from County.

Responsibilities of Fellows:

The Fellow will receive training and perform epidemiologic services at County Health and Human Services Agency's facilities during normal County working hours, Monday through Friday, excluding County observed holidays.

The Fellow's activities will include the following:

1. Assist in improving the collection and analysis of health-related information and other community health data to address the health needs and health status of the general population.
2. Conduct surveillance activities and investigations for public health problems pertinent to County's populations.
3. Analyze data from epidemiologic investigations and studies.
4. Assist in developing evidence-based interventions in response to epidemiologic findings.
5. Assist in evaluation of programs.
6. Prepare written and oral reports and presentations that communicate necessary information to public health staff and community partners.
7. Provide epidemiologic input for public health programs and public health planning processes.
8. Participate in development of community partnerships to support epidemiologic investigations.
9. Under the supervision of the Public Health Officer or Epidemiologist/Data Manager, each Fellow will act as a principal investigator and complete a major epidemiological study.
10. As the need arises during the course of the Fellow's tenure at the County, the Fellow will assist with field epidemiologic needs in response to unforeseen outbreaks of communicable diseases or other public health emergencies.

Responsibilities of County:

1. Provide a qualified on-site Preceptor for the Fellow. The Preceptor will provide assistance in planning the field experience, supervision, professional guidance and evaluation during training.
2. Meet the educational objective of providing a supervised experience in the application of public health and biostatistics/epidemiology principles and practice. The experience will be broad enough in scope to assure an appreciation of the ability to cope with a range of epidemiologic problems.

3. Meet semi-annually with Cal-EIS program staff and the Fellow to discuss the educational progress and performance of the Fellow.
 4. Allow Fellow to act as a principal investigator to complete a major epidemiological study.
 5. Ensure that the Fellow understands that he/she will not replace nor serve in lieu of local staff.
 6. Allow Fellow to be called upon on short notice to perform investigations, under authority of CDPH, for public health emergencies.
 7. Require Fellow to conform to County's policies, rules, and regulations during the term of the agreement.
 8. When requested, evaluate the Fellow's performance and report to CDPH on a form provided by CDPH.
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Performance Measures:

The performance of the Fellow will be evaluated on a semi-annual basis by the on-site Preceptor provided by County in conjunction with CDPH's Cal-EIS Program staff. The Fellow will be responsible for submitting a quarterly activity report to the on-site preceptor and to the Cal-EIS Program staff, discussing progress towards competencies as outlined in the Cal-EIS Program. The Fellow's on-site Preceptor will provide a formal written evaluation to the Cal-EIS program director in the middle of the year and at year-end. Upon completion of the epidemiologic study, the Fellows will present the findings of the study to County Public Health Division's leadership.