

Public Health Associate Program for Recent Graduates (PHAP)

**National Center for State, Tribal, Local, and Territorial Public Health
Infrastructure and Workforce (NCSTLTPHIW)**

Specifically, this Agreement to Detail relates to the assignment for:

Public Health Associate Program Associate:

Host Agency:

Start Date:

End Date:

Assignment ID:

Period of Assignment:

AGREEMENT TO DETAIL FEDERAL CIVIL SERVICE PERSONNEL

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

I. JUSTIFICATION FOR DETAIL ASSIGNMENT

- A. The detail of an Associate will assist CDC and host agency in carrying out disease prevention, health promotion and protection, and other public health activities.
- B. The Associate will assist the host agency in developing, implementing, and evaluating public health programs.
- C. The Associate will promote and enhance state, tribal, local, and territorial (STLT) 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 an Associate assigned to host agency.
- B. To contribute to overall STLT health goals in support of national health.
- C. To reduce the incidence of disease, injury, disability, and death.
- D. To strengthen federal and STLT capacity to prepare for, detect, report, respond to, contain, and recover from public health effects of public health emergencies.

III. CDC AND HOST AGENCY RESPONSIBILITIES

CDC Responsibilities

- A. CDC is responsible for the selection and supervision of the Associate in accordance with CDC recruitment, hiring, and merit promotion policies, regulations, and requirements.
- B. CDC will provide broad guidance, technical consultation, and official supervision to the Associate.
- C. 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 mid-year and end-of-year), CDC will request feedback/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. Final determinations regarding performance evaluations for the Associate rest with CDC.

- D. The CDC will ultimately be responsible for rendering any appropriate disciplinary action that host agency proposes against an Associate.

Host Agency Responsibilities

- A. The host agency shall provide a primary and a secondary supervisor. One or both must be onsite, with the Associate, at least three days per week.
- B. 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 the workplace and workplace conduct, including The Americans with Disability Act.
- C. The host agency will provide the Associate with a workspace equipped with resources and materials that will provide the Associate 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 the Associate have access to CDC secure systems through the host agency computer network/firewall. Host agency will manage data access and use according to its policies associated with use of the host agency's equipment. Host agency should contact CDC if it believes that a data use agreement is needed.
- D. 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 issues involving Associate.
- E. The Associate 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 (less than 100 miles for an Associate assigned to STLT organizations, less than 50 miles for all other host agencies), participating in host agency training, receiving technical direction and mentoring from host agency employees, and receiving appropriate health-related screenings, tests, immunizations, as well as post exposure treatment and care, at no cost to either CDC or the Associate.
- F. 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.
- G. The host agency will promptly advise CDC of any serious performance or behavioral concerns about an Associate. In these cases, the 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.
- H. 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 to 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.
- I. The host agency may use the HHS, CDC, PHAP, or U.S. Public Health Service (USPHS) Commissioned Corps names in a purely factual manner that would not imply endorsement by HHS, CDC or USPHS Commissioned Corps or the host agency. The host agency may not use the HHS,

CDC, PHAP, or USPHS Commissioned Corps logos without explicit written permission.

IV. GENERAL TERMS REGARDING SCOPE OF WORK

Associates are not permitted to: 1) engage in activities defined as research by HHS/CDC, which include systematic investigations, including research development, testing and evaluation, that are designed to develop or contribute to generalizable knowledge. For more information see “[Distinguishing Public Health Research and Public Health Nonresearch](#)” policy; 2) be responsible for hiring, terminating, or supervising non-federal employees (including conducting performance evaluations or assessments); 3) manage, administer, or oversee federal awards or the use of host agency or non-federal entity funds (including CDC-provided award funds); or 4) assist in the preparation of host agency or a non-federal entity’s federal grant applications, contract proposals, program reports, or other documents that the host agency or non-federal entity intends to submit to HHS or other federal agencies or departments for funding or compensation.

The Associate’s scope of work and expected duties will be based on activities and responsibilities described by the host agency within their PHAP host agency application. Requests for work beyond the scope of their current assignment must be submitted in writing by the Associate’s host agency supervisor to their immediate CDC supervisor.

The host agency supervisor will work closely with the Associate and the Associate’s immediate CDC supervisor to resolve any routine questions or issues that arise regarding the assignment or the Associate’s performance.

V. EMERGENCY RESPONSE

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 and the anticipated duration of the assignment of the Associate to the emergency response efforts. CDC will be responsible for all supervision, training and travel costs related to CDC emergency response mobilization.

- A. This section does not apply to situations in which an Associate is acting for the host agency 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 STLT or another host agency.

VI. PUBLICATIONS

Any public information product, including conference abstracts or presentations, publications, or interviews that include the name of an Associate must receive CDC clearance prior to submission for publication or use (e.g., to a conference or journal). The product should include the Associate’s CDC affiliation as well as local affiliation with his/her name (CDC Public Health Associate assigned to [host agency name]). (See [CDC’s Clearance Policy here](#)).

VII. COSTS

Projected costs for Associate(s)’ salary, fringe benefits, and related expenses will be budgeted annually by CDC.

Expenses incident to the Associate's employment and travel will be paid as follows:

Pay and allowances will include, but will not be limited to, premium pay (e.g., holiday and overtime pay, see 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.

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.

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.

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

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.

VIII. RECORDS

The Federal Records Act of 1950 (FRA), as amended, applies to records made or received by the Associate while on detail with the non-federal host organization.

- A. Records, as defined by the FRA, include "all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them," and does not include "library and museum material made or acquired and preserved solely for reference or exhibition purposes, or duplicate copies of records preserved only for convenience."
- B. Recorded information" includes all traditional forms of records, regardless of physical form or characteristics, including information created, manipulated, communicated, or stored in digital or electronic form."

IX. LEAVE AND HOURS OF DUTY

Civil Service Associates are required to work an 80-hour pay period. Hours of duty will be determined by host agency in consultation with CDC. The Associate is allowed federal holidays only.

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

On any state or local holiday that is a non-federal holiday (as per the [federal holiday schedule](#)), the Associate is required to do one of the following: 1) take CDC-approved leave, or 2) perform CDC-related activities while teleworking.

The Associate 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 off but work additional hours during the two-week federal pay period to fulfill the 80 hour requirement). The default work schedule is Monday-Friday 8:00 AM- 4:30 PM. Evening and weekend work could be required. Port Health Station schedules may vary significantly and change on a regular basis.

The Associate may complete PHAP required tasks (online training, assist CDC PHAP team with projects) or other local agency work on a telework basis. Per CDC policy for the PHAP program, telework (working from an alternative site within commuting distance of the host site) is limited to 2 days per week depending on duties, responsibilities, and performance, and remote work (alternative site outside of the commuting distance of the host site) is not available. For purposes of this agreement, where telework is an option for an Associate, it should be consistent with CDC and host agency telework policies.

The Associate 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.

A request for leave should be reviewed and initialed by an Associate’s host agency 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.

X. 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, 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 the standards of conduct for employees of host agency will apply to Associate(s), except as noted in item B, above.

XI. TRAINING

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.

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.

XII. LIABILITY

The provisions of the Federal Tort Claims Act (Title 28, U.S.C. Section 1346(b), 2671-2680), including the state's borrowed servant defense and any other applicable defenses and immunities available to the United States, will apply to allegations of negligence or wrongful acts or omissions by **[CDC Employee's Name]** while acting within the scope of their duties pursuant to this Agreement.

XIII. SEVERABILITY

If any provision of this Agreement should be held illegal, invalid, or unenforceable by a court having jurisdiction, under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

XIV. ASSIGNABILITY

Nothing contained in this Agreement shall be construed to permit the assignment by CDC of CDC's rights or obligations set forth herein, and such assignment is expressly prohibited without the prior written consent of **[Name of Host Agency]** and CDC. Any attempted assignment shall be void and of no effect if not in accordance with this provision.

XV. AMENDMENTS

No amendment to this Agreement will be effective unless in writing and signed by authorized representatives of **[Name of Host Agency]** and CDC.

XVI. PERIOD OF DETAIL

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

- A. This agreement may be modified or terminated by mutual consent of the parties upon 90-day notice in writing by either party of its intent to modify or terminate the agreement.
- B. The continuation of each Associate's detail is contingent upon the availability of funds to support the detail.

XVII. APPROVAL

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

Russell Cantrell, Branch Chief
NCSTLTPHIW, Division of Workforce Development, Field Services Workforce Branch

Signature (electronic signature) *Russ Cantrell* Date:

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

C. _____
Agency Director or Designee (Name, Title, Role)

_____ Date: _____
Agency Director or Designee Signature

Host Agency Primary Supervisor (Name, Title, Role)

_____ Date: _____
Host Agency Primary Supervisor Signature