

**AGREEMENT TO DETAIL  
FEDERAL CIVIL SERVICE PERSONNEL  
To State/local 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 assignee) to state and local public health agencies (hereinafter “host agency”) as specified below.

**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. Assignee(s) will provide assistance to host agency in developing, implementing, and evaluating public health programs.
- C. Assignee(s) will promote and enhance capacity-building through consultation, demonstration and technical expertise.

**II. OBJECTIVES FOR DETAIL ASSIGNMENT**

- A. To contribute to overall local and state health goals in support of national health.
- B. To reduce the incidence of disease and injury, disability and death.
- C. 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.
- D. To provide opportunities to expand and enhance the skills and development of CDC civil service personnel assigned to host agency.

**III. POSITION DATA AND SUPERVISION**

- A. When assignee is provided as direct assistance in connection with a grant or cooperative agreement, the annual Notice of Grant/Cooperative Agreement Award will specify the number and type of CDC employees to be assigned to host agency.
- B. The actual number of assignee(s) may vary from time to time, based on the availability of personnel and FTEs and on the occasional need to exceed the agreed-upon number in anticipation of subsequent losses.
- C. Individual CDC position descriptions and employee work performance plans will specify the roles that assignee(s) will carry out.

## Agreement to Detail – Page 2

- D. CDC is responsible for the selection of assignees in accordance with CDC recruitment, hiring, and merit promotion policies, regulations, and requirements. To better identify candidates acceptable to both CDC and the host agency program staff, the host agency may provide input to the CDC recruitment and selection process.
- E. 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 assignee'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.
- F. The host agency will provide the assignee(s) with work space equipped with resources and materials that will provide the assignee(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.
- G. Assignees will have the same rights, responsibilities, and supervision as comparably situated employees of the host agency (including: when applicable, the right to participate in the evaluation of employees under their supervision, recommend appropriate disciplinary actions for staff and nominate employees for performance recognition and awards).
- H. CDC will provide broad guidance, technical consultation, and official supervision to assignee(s). Furthermore:
  - 1. Each assignee's performance will be formally assessed in accordance with established CDC performance management systems for civil service employees. In completing an assignee's evaluations (both at end-of-year and at mid-year) CDC will encourage and solicit input from appropriate host agency staff regarding the assignee's performance.
  - 2. Host agency officials may make recommendations to CDC officials regarding any formal recognition or cash award 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 assignee must be submitted for and receive CDC clearance prior to submission for publication. The publication should include the assignee'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 assignee's name should be included as an author on a publication (General Administration No. CDC-69).
  - 4. Any request by an assignee for approval of work outside his/her current job and assignment must be submitted in writing through both the assignee's host agency

Centers for Disease Control and Prevention

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 assignee.
6. The host agency supervisor will work closely with assignee to resolve any routine questions or issues that arise regarding the assignment or the assignee's performance.
7. The host agency will promptly advise CDC of any serious performance or behavioral concerns about an assignee. In these cases, host agency and CDC staff will work together to attempt to resolve such concerns with the assignee, 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 assignee. Such request must be forwarded, in writing, through the senior management of the host agency to the appropriate CDC Center, Division or Program 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 assignee.

#### IV. COSTS

- A. Projected costs for assignee(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 assignee(s)' employment, transfer expenses 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), 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 assignee, or any in-state travel required by CDC.
  2. An assignee'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 assignee is required to submit to his/her CDC timekeeper. Payment will be issued by the HHS Central Payroll Division.

3. Premium pay for overtime worked by Civil Service must be approved in advance by the appropriate management staff within CDC. Assignee(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.
5. If direct assistance funds awarded in a grant or cooperative agreement is the source of funding support for an assignee, the costs of transferring an assignee, including normal replacement, will be paid from direct assistance funds awarded in the grant or cooperative agreement of the receiving host agency.
6. Any in-state or local travel by an assignee that is required by host agency will be paid by host agency.

## V. LEAVE AND HOURS OF DUTY

- A. Civil Service assignee(s) are required to work an 80-hour pay period. Hours of duty will be determined by host agency.
- B. On all Federal holidays that are not also holidays at the host agency level, assignee(s) who are not required to work will be excused from duty without charge to their accrued leave balances. If a Civil Service assignee is required to work on a Federal holiday, premium pay will be paid under Federal regulations for work on a holiday. Assignee(s) will be excused without charge to accrued leave balances on state and local holidays that are not also Federal holidays. Prior written approval must be given by the assignee's federal supervisor.
- C. Assignee(s) will be entitled to use annual and sick leave in accordance with Federal laws, regulations, and procedures. Assignees 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 by an assignee's on-site supervisor (either another Federal assignee or host agency staff person). If an assignee's on-site supervisor is an employee of the host agency, he/she may choose to initial the assignee's leave slips.

Final written approval for leave (signature on leave slips) is the responsibility of the assignee's Federal supervisor. Each assignee's leave records will be maintained by his/her Federal supervisor. In instances where a Federal supervisor does not have the same duty station as an assignee, host agency will, in consultation with the Federal supervisor, designate an appropriate alternative to maintain the assignee's leave records.

## **VI. APPLICABILITY OF RULES, REGULATIONS, AND POLICIES**

- A. Rules and policies of the host agency shall apply to assignee(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 assignee and the rules, regulations, and policies of CDC or the Federal government regarding the same issue, the CDC or Federal standards will prevail.
- C. Assignee(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 assignee(s), except as noted in item B, above.

## **VII. TRAINING**

- A. Assignee(s) will be permitted 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, make available to assignee(s) any training opportunities sponsored by the State or locality and made available to other host agency staff.

## **VIII. EMERGENCIES**

At the request of CDC and following discussions with host agency, assignee(s) will be released for temporary assignments in response to national emergencies or health crises.

## **IX. PERIOD OF DETAIL**

- A. The field assignments addressed by this agreement shall be of indefinite duration, unless otherwise specified by CDC or the host agency prior to the start of the assignment. The assignment of CDC staff to the host agency will be based on the demonstration of local need, availability of resources and CDC program priority.
- 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.

Centers for Disease Control and Prevention

- C. The continuation of each assignee’s detail is contingent upon the availability of funds to support the detail.

**X. APPROVAL**

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

\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_[Title – CDC Director or Designee]\_\_\_\_\_

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

\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_Norma Santiago, Chair, County of El Dorado Board of Supervisors\_\_\_\_\_