

Centers for Disease Control and Prevention (CDC) Atlanta GA 30329-4027

Memorandum of Agreement to Detail of a CDC Employee to a Domestic Agency

This Memorandum of Agreement is for:

CDC Field Assignee Name: Camille Erickson

CDC Field Assignee User ID: shz3@cdc.gov

CDC Title/Series/Grade or Grade/Rank/PHS SERNO: Public Health Advisor/0685/

CDC CIO Program: NCIRD/ISD/FSB

Period of Assignment: 1/26/2025-6/30/2030

Host Organization: Virgin Islands Department of Health

Field Assignee's Host Organization Title: Public Health Advisor

CDC Assignment Tracking ID: TBD

This Agreement is made and entered into as of 01/26/2025 (Effective Date) by and between Virgin Islands Department of Health and the Centers for Disease Control and Prevention (CDC), an operating division of the U.S. Department of Health and Human Services (HHS), for the purpose of 1) assisting

Virgin Islands Department of Health

("host organization") in carrying out disease prevention, health promotion and protection, and thereby advancing national public health objectives, 2) ensuring a continuous supply of potential CDC leaders and managers who have practical experience in public health operations, and 3) providing an effective reserve force of employees to rapidly respond to public health emergencies.

I. AUTHORITY

This Agreement is entered into pursuant to 42 U.S.C. Section 215.

II. SCOPE OF WORK

- A. Field assignee will assist host organization in developing, implementing, and evaluating public health programs. Specific, agreed upon duties are outlined below.
 - Assist host site in building capacity in planning and implementation of Strengthening Vaccine-Preventable Disease Prevention and Response cooperative agreement activities to improve vaccination coverage, access, and response to vaccine-preventable disease.
 - Participate in CDC-required meetings and trainings

- Perform activities from position/role-specific performance plan, developed annually and jointly by federal and host organization supervisors.
- B. Changes to the scope of work must be pre-approved by CDC. In addition, both parties agree that, unless approved by their CDC supervisor in consultation with the CDC Office of General Counsel (OGC), field assignees shall not serve in a supervisory role over non-federal employees.
- C. In general, field assignees may not be responsible for hiring, terminating, or supervising non-federal employees (including conducting performance evaluations or assessments) or for managing, administering, or overseeing federal awards or the use of jurisdictional funds (including CDC-provided award funds). Overseeing a project or program that involves supervising non-federal employees may be permissible in exceptional circumstances after consultation with the director of the National Center for State, Tribal, Local, and Territorial Public Health Infrastructure and Workforce (NCSTLTPHIW) and the director of the respective Center, Institute, or Office (CIO).
- D. In general, the field assignee may not assist in the preparation of the non-federal organization's federal grant applications, contract proposals, program reports, or other documents that the non-federal organization intends to submit to HHS or other federal agencies or departments for funding or compensation. Exceptions to this limitation are discouraged but may be considered and approved by CDC. Note: Immunization Services Division (ISD)/Field Services Branch (FSB) Field Assignees may support the coordination and implementation of activities as set out in the underlying cooperative agreement between CDC and the host organization as the recipient of the cooperative agreement award. Data and information that are generated from those activities may be used by the host organization as recipient of that cooperative agreement award. Data and information that the field assignees generate from those activities may be used by the host organization as the recipient of that cooperative agreement in support and submission new and continuation cooperative agreement applications and reports. Field assignees may not sign or submit federal applications and reports on behalf of the host organization, including submission of reports, notes, or other items in federal grants management systems (e.g., GrantSolutions, Grants.gov, etc.).

III. NON-EMPLOYMENT

It is mutually understood and agreed by the parties hereto that in performing duties and obligations under this Agreement, Camille Erickson is performing such duties and obligations as an employee of CDC, and not as an agent or employee of Virgin Islands Department of Health

IV. OBLIGATIONS

CDC

- A. CDC agrees to provide Camille Erickson who is a **Public Health Advisor** to the Virgin Islands Department of Health facilities for duration of this agreement as part of their official duties and subject to approval **by** Camille Erickson 's supervisor.
- B. Field assignee will, to the extent allowable by applicable federal law, have the same rights, responsibilities and supervision as comparably situated employees

of the host organization.

- C. CDC may recall or redirect field assignees for CDC to meet the needs of CDC and the host organization or for emergency response duties. CDC field assignees who are PHS officers may also be deployed by the U.S. Department of Health and Human Services (HHS) or CCHQ for emergency response duties. PHS officers are subject to reassignment at any time per USPHS Policy Inst 322.05.
- D. CDC will provide broad guidance, technical consultation, and official supervision to the field assignee.
- E. The field assignee will conduct the duties outlined in this Agreement and is not authorized and will not perform additional functions outside of this Agreement unless approved in writing by CDC.
- F. All laws, regulations, and policies governing federal employees shall apply to Camille Erickson during the performance of duties under this agreement, including but not limited to the conflicts of interest provisions at 18 U.S.C. §§ 203, 205, 207, 208, and 209.
- G. Rules and policies of the host organization shall apply to the field assignee except as provided otherwise in this document. Where there is a conflict between the rules, regulations, and policies of host organization or the locality regarding the legal status and rights of the assignee and the rules, regulations, and policies of CDC, USPHS, or the Federal government regarding the same issue, the CDC or Federal standards will prevail.

Host Organization

- A. The host organization shall provide a physical work environment free of verbal, written, or physical conduct that has the purpose or effect of unreasonably interfering with the field assignee's performance or that creates an intimidating, hostile, or offensive environment. The host organization shall provide CDC field assignees with personal protective equipment and other measures to ensure the safety and wellbeing of field assignees in performing their duties. The host organization shall abide by all federal laws and regulations applicable to workplace conduct.
- B. The host organization will provide the field assignee(s) with a physical workspace equipped with resources and materials that will provide the field 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. This includes ensuring that field assignees have access to CDC secure systems through the host organization computer network/firewall. If the host organization allows telework, appropriate equipment to support teleworking will be provided by the host organization.
- C. The host organization will also provide a host organization supervisor, who will coordinate with the CDC CIO office supervisor on matters as specified in this Agreement.
- D. The host organization will immediately report any workplace incident to the CDC CIO program supervisor. This includes, but is not limited to, field assignee exposure or injury, breach of security policies by field assignee, or information technology security issue involving field assignee, conduct, and performance issues.

- E. The host organization may use the HHS, CDC, 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 site. The host organization may not use the HHS, CDC, or USPHS Commissioned Corps logos without explicit written permission.
- F. The host organization may, at its discretion, make available to the CDC field assignee training opportunities that are made available to host organization employees.
- G. The host organization will afford field assignees the same rights, responsibilities, and supervision as comparably situated employees of the host organization. When applicable, allow participation in host organization training and will receive technical direction and mentoring from host organization employees.

V. FIELD ASSIGNEE PERFORMANCE AND CONDUCT

- A. Each field assignee's performance will be formally assessed by CDC in accordance with established CDC performance management systems for civil service employees and PHS officers, as appropriate. In completing a field assignee's evaluations (both at end-of-year and at mid-year), CDC will request feedback/input from the host organization supervisor regarding the assignee's performance. Final determinations regarding performance evaluations for the field assignee rest with CDC.
- B. The host organization may make recommendations to CDC officials regarding any formal recognition/awards that the host organization seeks to provide the field assignee. The field assignee would be eligible to receive any such proposed formal recognition/awards based on performance or contributions to the program in accordance with applicable federal compensation guidelines. Host organization officials may also make recommendations to CDC officials regarding formal recognition or cash awards that the field assignee is eligible to receive from CDC based on performance or contributions to the program in accordance with the federal compensation guidelines.
- C. As applicable, CDC will ultimately be responsible for rendering any appropriate disciplinary action that host organization proposes against a field assignee, or that CDC deems warranted. The host organization supervisor will work closely with a field assignee to resolve any routine questions or issues that arise regarding the assignment or the assignee's performance.
- D. The host organization will promptly advise CDC of any serious performance or behavioral (conduct) concerns about a field assignee. In these cases, host organization and CDC employees will work together to attempt to resolve such concerns with the field assignee, either informally or formally, depending upon the nature of the concern. Other CDC and USPHS resources may be called upon by the CDC supervisor to help resolve the issues. If informal or formal efforts fail to resolve a problem, the host organization may request the removal of a field assignee. Such request must be forwarded, in writing, through the senior management of the host organization to the CDC CIO office supervisor and must state: 1) a substantive basis for the request; 2) efforts taken by host organization to otherwise resolve the problem; and 3) the proposed date for the removal (not less than 90 days from the date of the request, unless circumstances warrant sooner removal, and the parties

- may agree). Upon receipt of such a request, CDC will take appropriate action in consultation with host organization and the field assignee.
- E. Field assignees may not engage in any political activities prohibited for federal employees by the Hatch Act, 5 U.S.C. § 7321 et. seq., or activities that may be criminal offenses under title 18 of the U.S. Code, including but not limited to 18 U.S.C. §§ 210,211, 594, 595,600, 601-607, 610.
- F. 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 organization will both apply to the field assignee, except as noted in item E, above.
- G. Field assignees may be eligible for remote or telework according to the host organization and CDC's or USPHS policies. In general, the host organization's policy regarding options for remote work or telework for its employees will be followed. If allowed, then the terms and conditions of remote work or telework will follow CDC policy for the field assignee. CDC will, in consultation with the host organization, determine if remote work or telework for the field assignee is appropriate and to what degree. Note: As permitted by federal law, ISD/FSB generally permits field assignees to follow the telework schedule afforded to host organization staff in similar roles and with similar levels of responsibility.

VI. EMERGENCY RESPONSE

- A. CDC, and in some instances HHS, may mobilize a field assignee during an emergency response to act as a responder on behalf of CDC, either in the field or at a CDC-site. During these emergency responses, CDC will inform the host organization of the activation of the field assignee for the emergency response, the anticipated duration of the assignment of the field assignee to the emergency response efforts and will be responsible for all supervision, training and travel costs, and medical clearances related to CDC emergency response mobilization.
- B. Field assignees may be approved to work on an emergency response with the host organization as part of their field assignment only with approval from CDC to ensure the scope of work is appropriate.
- C. CDC's need to mobilize a field assignee for an emergency response on behalf of CDC may supersede a host organization's need to mobilize a field assignee for emergency response in a state or with a host organization.
- D. PHS officers are assigned to a PHS deployment team, which is on-call every five months. PHS officers may be deployed by CCHQ during their on-call month in accordance with CCI 241.02: Deployment of Public Health Service Officers.

VII. PUBLICATIONS

Any host organization publication that includes the name of a field assignee must be submitted for and receive CDC clearance prior to submission for publication. The publication should include the field assignee's CDC and USPHS affiliation as well as the host organization affiliation with their name. Standard CDC guidelines for authorship should be followed when determining whether a field assignee's name should be included as an author on a publication.

VIII. RECORDS

The Federal Records Act of 1950 (FRA), as amended, applies to records made or received by the field assignee 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. COSTS

Salary, fringe benefits and related expenses, including relocation costs, will be budgeted annually by CDC unless different terms are specified in the Agreement to Detail. Standard processes for timekeeping and prior approval for overtime and holiday work will apply to civil service and PHS officers.

X. TRAVEL

- A. For all field assignees, the cost of in-state or local travel by a field assignee that is required for field assignment scope of work at the host organization will be paid by host organization. Local travel is defined as travel to destinations 100 miles or less from the field assignee's home host organization office.
- B. HHS employee travel (local and TDY) cannot be funded by recipients or contractors using HHS funds. If the host cannot fund the travel with non-HHS funds, the traveler must be reimbursed directly from CDC, regardless of who is requesting the travel. Host organizations that use federal funds to pay for travel by a field assignee should ensure that payment is allowable within the terms and conditions of those federal funds.
- C. For travel beyond 100 miles, field assignees will require prior approval from CDC and federal travel orders. If the travel is prompted by the host organization, the cost will be paid by the host organization or as determined by CDC and will include transportation and per diem expenses. Travel to support CDC-required training will be supported by CDC and will comply with pre-approval requirements CDC.
- D. For ISD/FSB field assignees, CDC will approve, book, process, and reimburse all travel (i.e., local and TDY) directed by the host organization. Host organizations must provide assignee(s) with host organization-directed travel and conference attendance (TDY and local) expectations by May 30 of each year for the upcoming federal fiscal year, beginning in October. This information is used to build travel budget projections and requests, and failure to include any travel or conference event may result in an assignee's inability to obtain approval for travel/attendance.

XI. CONFERENCE ATTENDANCE

Field assignee attendance or participation in a conference or widely attended gathering will be coordinated with the CDC Supervisor to ensure that all appropriate HHS and

CDC pre-approvals and authorizations are obtained. This can be a lengthy process, taking weeks or months. Advanced planning will be required to obtain necessary approvals.

XII. LEAVE AND HOURS OF DUTY

- A. Civil Service Assignee(s) are required to work an 80-hour pay period. PHS officers are subject to duty 24 hours a day, 7 days a week.
- B. Hours of duty for field assignees will be determined by host organization in consultation with CDC.
- C. Field assignees(s) are expected to take off on federal holidays.
- D. Host organization/local holidays: In general CDC employees are required to work or take leave on non-federal holidays. If working, this time can be used to complete CDC requirements such as mandatory training. The CDC Supervisor will consider exceptions on a case-by-case basis.
- E. Time not worked during each 80-hour pay period must be documented as required by federal timekeeping and leave regulations. Field assignees will follow federal law and the applicable CDC policies pertaining to the earning and usage of annual leave, sick leave, compensatory time, credit hours, and administrative leave. Federal employee's leave requests must comply with CDC leave policies and procedures. The CDC CIO office supervisor and host organization supervisor will coordinate prior to approving a field assignee's leave. A legible and accurate electronic (email) or manual time-keeping record will be provided to the CDC CIO office supervisor, if the agency's electronic leave request system is not available.
- F. All CDC employees are required to complete mandatory training sessions, attend organization meetings and other administrative functions, which are generally held during normal work hours. The field assignee may complete such CDC requirements during the workday, away from the host organization. The host organization supervisor will accommodate the field assignee's need to meet these mandatory agency requirements.
- G. If the host organization wants a field assignee to work on a federal holiday or outside the normal workday (e.g., weekends or after normal business hours), they must obtain prior approval from the field assignee's CDC supervisor of record or designee, if applicable.
- H. With pre-approval from their CDC supervisor of record, Civil Service field assignees may also earn or use overtime, compensatory time, or credit time in accordance with applicable Federal laws, regulations, and procedures. Premium pay for overtime worked by Civil Service field assignees must be approved in advance by the appropriate CDC management employees with such delegated approval authority. Field assignees must complete and submit written requests for overtime or compensatory time and must obtain approval in advance of working overtime, for payment to be authorized per HHS Guide for Timekeeping accessible at Inside the Guide | HHS Intranet and federal policy takes precedence in all timekeeping matters. Thus, CDC will consider the policies and procedures of the host organization and will strive to avoid disruption of host organization operations when considering field assignees' requests for leave or permission to earn overtime, compensatory time, or credit time.
- Field assignees are entitled to use annual and sick leave in accordance with Federal laws, regulations, and procedures. Requests for leave should be reviewed by a field assignee's host organization supervisor to ensure there are not objections to the request for leave. However, the field assignee's CDC supervisor is responsible for officially approving leave and documenting to the Administrative Time and Leave Record (HHS –

564), in accordance with, CDC policies and practices. The CDC CIO office supervisor, in consultation with the host organization, will determine an appropriate method for approving the field assignee's leave requests and validating the field assignee's time and attendance. Note: ISD/FSB field assignees must request and receive approval from the host organization supervisor via email prior to submitting such requests in CDC systems.

J. PHS officers will follow the leave policies of the U.S. Public Health Service Commissioned Corps. PHS officers will be eligible to use leave as specified by relevant policies, including 42 USC 210-1 and the Joint Federal Travel Regulations.

XIII. TRAINING

Field assignee(s) will be permitted to attend CDC-required programmatic and career development training, meetings, seminars, and conferences (including national seminars and regional employee 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 organization may, at its discretion and expense, make available to field assignee(s) any training opportunities sponsored by the host organization. Any travel or registration fees associated with such training require inclusion in the travel projections referenced in Section X, D. Host organizations are strongly encouraged to support the professional development of federal staff assigned to them.

XIV. APPLICABILITY OF RULES, REGULATIONS, AND POLICIES

Rules and policies of the host organization shall apply to field assignee(s) except in cases where this agreement provides otherwise. Where there is a conflict between the rules, regulations, and policies of the CDC and HHS, field assignee(s) must comply with CDC or federal Standards of Conduct for federal employees, the Hatch Act, and all other ethical standards applicable to federal employment.

XV. PERIOD OF ASSIGNMENT

The assignment authorized by this agreement shall be 1/26/2025-6/30/2030

- A. This agreement may be modified by mutual written consent of the parties.
- B. This agreement may be terminated by either party upon 90-day notice in writing by either party, unless circumstances warrant sooner removal and the parties may agree, or except as may be otherwise provided in this agreement.
- C. The continuation of each field assignee's assignment will be assessed by CDC and is contingent upon the availability of funds, verification of continuing need, and alignment with CDC's strategic objectives for field services as outlined in Section 2.

XVI. 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 Camille Erickson while acting within the scope of their duties pursuant to this Agreement.

XVII. HOST ORGANIZATION POINT OF CONTACT

Points of Contact for questions or day to day management of the assignee's activities:

Supervisor work address phone and email:

1303 Hospital Ground Suite #10, St. Thomas, USVI 00802 340-227-3088; monife.stout@doh.vi.gov

XVIII. TERM AND TERMINATION

- A. Unless sooner terminated as provided herein, the term of this Agreement, the "Effective Date" shall be 01/26/2025 for a term of 5 years ("Term") to expire on June 30, 2030.
- B. This Agreement may be renewed subsequent to the termination Date, by mutual agreement of the parties, evidenced in writing and executed by authorized representatives of both parties.

[Note that the Agreement may only be renewed if permitted by the authorizing statute and applicable HHS policies, including HHS Instruction 300-3. Assignee should consult with their CDC supervisor and OGC]

XIX. 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.

XX. 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

Virgin Islands Department of Health

and CDC. Any attempted assignment shall be void and of no effect if not in accordance with this provision.

XXI. AMENDMENTS

No amendment to this Agreement will be effective unless in writing and signed by authorized representatives of Virgin Islands Department of Health and CDC.

XXII. COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, and signatures may be exchanged by facsimile or scan, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized officers and representatives as of the Effective Date.

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

Michelle Banks - Digitally signed by Michelle Banks - S

Signature: S

Date: 2025.02.10 15:34:18

02/10/2025

Michelle Banks, Chief

Date

NCIRD, Immunization Services Division, Field Services Branch

Emma Gelman -

Digitally signed by Emma Gelman -S

02/06/2025

Signature: S

Date: 2025.02.06 15 17 30

Date

Emma Gelman

, Field Supervisor

NCIRD, Immunization Services Division, Field Services Branch

The Undersigned represents the Host Agency and is authorized to request the detail of federal CDC assignee(s) for the purposes stated herein:

July Trever Pr

Justa E. Encarnacion, RN, BSN, MBA/HCM

Commissioner Department of Health

2/19/2025

Date

APPROVED FOR LEGAL SUFFICIENCY Department of Justice

Lisa M. Alejandro, Commissioner

Department of Property & Procurement

Date: 04/01/2025

2/11/2025

Allonge & Stin Monife G. Stout, MA, Territorial Director.

Date

Immunization Program Host Agency Primary Supervisor, if different (Name, Title, Role)

The Undersigned acknowledges the conditions and expectations stated herein:

Camille Erickson

Field Assignee Name

Camille

Digitally signed by Camille Erickson -S

Erickson -S

Date: 2025.02.10 16:59:24 -04'00'

2/10/25

Field Assignee Signature

Date

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