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**MEMORANDUM OF AGREEMENT
BETWEEN THE DEPARTMENT OF DEFENSE AND
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
OFFICE OF THE SECRETARY (OS)
OFFICE OF THE ASSISTANT SECRETARY FOR PREPAREDNESS AND RESPONSE
(ASPR)
REGARDING
REIMBURSABLE DETAIL OF (OFFICERS NAME/PHS#)**

I. PURPOSE AND AUTHORITIES

- A. This Memorandum of Agreement (MOA) establishes an agreement between the Department of Health and Human Services (HHS), Assistant Secretary for Preparedness and Response (ASPR) and the Department of Defense (DOD), United States Southern Command (USSOUTHCOM), hereafter known as the Parties. The overall objective of this MOA is to provide a HHS detailee to work as a member of the USSOUTHCOM staff and thereby strengthen the planning and operations of the Parties through improved coordination and joint actions enabling both Parties to carry out their missions more effectively.
- B. Pandemic and All-Hazards Preparedness Act signed in December 2006 amended the Public Health Service Act to authorize the Assistant Secretary for Preparedness and Response (ASPR) to "provide leadership in international programs, initiatives, and policies that deal with public health and medical emergency preparedness and response."
- C. Commissioned Corps Directive 121.04 "Non-Departmental Organization Details", 27 September 2007
- D. Commissioned Corps Instruction, 323.05 "Detail of PHS Commissioned Corps Officers to Federal Agencies", 1981
- E. Pursuant to 42 U.S.C. 215, the HHS Public Health Service (PHS) and DOD, U.S. Southern Command Partnering Directorate hereby enter into an agreement for the detail of an HHS US Public Health Service Commissioned Corps (Corps) Officer to U.S. Southern Command, Miami, Florida.
- F. The policy guidance supporting this document is contained in DOD Instruction 4000.19.
- G. This MOA accordingly sets forth the terms and conditions for the detail of an HHS full-time Corps officer to Headquarters USSOUTHCOM and sets forth the general relationship and responsibilities between the Parties.

II. BACKGROUND

- A. In 2008, the Secretary of Defense authorized the reorganization of US Southern Command to become a more interagency-oriented organization.

The commands efforts are one of the Top 25 Department of Defense Transformational priorities.

- B. A Corps officer will provide specialized policy expertise and unique technical knowledge that can make an essential contribution toward the accomplishment of USSOUTHCOM's mission accomplishment. Based on past successful and relevant collaborations, USSOUTHCOM requested the detail of a Corps officer in support of the command's initiatives.

III. ECONOMY ACT FINDINGS

- A. As set forth in the attached Determinations and Findings Pursuant to 48 CFR 17.503, DoD warrants that sufficient funding amounts are available, that this agreement is in the best interest of the United States Government, and that the services requested cannot be provided by contract as conveniently or inexpensively by a commercial enterprise.

IV. ALLOCATION OF RESPONSIBILITIES

- A. Employee. One qualified full time Corps officer with appropriate experience will be identified to serve as the detailee to USSOUTHCOM as a Public Health Officer (PHO) within the Partnering Directorate while working closely with the Office of the Command Surgeon. USSOUTHCOM will confirm in writing to HHS the selection and acceptance of the detailee. The position description is at Appendix A.
- B. HHS will continue to pay the salaries, allowances and other costs authorized under applicable statutes and regulations; and process PCS and travel vouchers funded by HHS. USSOUTHCOM will reimburse HHS each year for reimbursable support provided. This support will be funded through the issuance of a USSOUTHCOM Military Interdepartmental Purchase Request (MIPR, DD Form 448) to HHS, in the amount of \$150,000, at the beginning of each FY. Upon receipt of the MIPR, HHS will provide USSOUTHCOM a completed MIPR acceptance document (DD Form 448-2) within 10 business days. USSOUTHCOM payments for services received under this order will be made quarterly based on billing statements submitted by HHS, identifying the actual period of time the detailed employee has completed during the period and his estimated payroll costs. Other reimbursable expenses will be separately itemized on this statement. Total reimbursable expenses will not exceed \$150,000 per annum, unless approved by the Director of Partnering USSOUTHCOM and will include:

- i. Pay and allowances, including basic pay, housing and subsistence allowances, special pays, longevity increases, and periodic pay increases in accordance with Title 37, United States Code.
 - ii. Costs for travel of the officer and transportation of his/her immediate family, household goods and personal effects to and from the place of detail in accordance with the Joint Federal Travel Regulations (JFTR).
 - iii. Transportation costs of an officer from the duty station, home, etc., to and from a Uniformed Services Medical Treatment Facility or any other medical facility under travel orders when temporary duty is necessary and authorized. There is no authority for payment of travel and transportation allowances to and from a medical facility for routine non-emergency medical or dental care.
 - iv. All costs involving annual leave earned but not used while on detail.
 - v. The Federal government's share of costs for Serviceman's Group Life Insurance (SGLI), and Social Security coverage.
- C. Office Space and Equipment, Official Travel, Training, and Other Costs Associated with Official Duty. USSOUTHCOM shall provide office space, office supplies and equipment, and pay all official travel expenses for temporary duty required by USSOUTHCOM.
- D. Rights and Benefits.
 - i. Hours of duty are to be determined by USSOUTHCOM.
 - ii. The Corps officer is entitled to annual and sick leave in accordance with Federal law (42 U.S.C. 210-11), regulations and policies. Sick leave is granted as needed. The Corps officer's leave accrues at the rate of two and one-half days per month and can be used at any time thereafter. Any leave accrued in excess of 60 days on December 31 of any year is automatically lost on January 1 of the following year. Annual and sick leave will be approved by the officer's USSOUTHCOM supervisor. Leave records, form PHS-1345, "Request and Authority for Leave of Absence," and form PHS-31, "Officer's Leave Record," will be maintained by the Time Keeper designated by USSOUTHCOM. The USSOUTHCOM supervisor will promptly report to the Corps officer's HHS supervisor, on form PHS-1345, leave approved and used. "Station leave" (i.e., leave of less than a full workday) may be granted without charge to annual leave by the USSOUTHCOM supervisor orally or in writing. The HHS supervisor will forward all reports of sick leave (on form PHS-1345) to the Chief, Medical Branch, Division of Commissioned Personnel. In addition, the officer will promptly provide, to the Chief, Medical Branch, Division of Commissioned Personnel, specific information concerning each incidence of serious illness, protracted sick leave, and any hospitalization.

- iii. The Corps officer's coverage under Social Security continues while on detail. The officer's share of costs for coverage will be withheld from his/her pay.
 - iv. The period of detail is creditable for purposes of basic pay based on years of service.
 - v. The Corps officer's entitlement to Post Exchange and Commissary privileges at facilities of the Armed Forces and medical care for himself/herself and dependents continues while on detail. Likewise, the period of detail is creditable service in determining eligibility for benefits administered by the Department of Veterans Affairs (VA).
 - vi. An officer's coverage under PHS retirement provisions continues while on detail.
 - vii. The Corps officer assigned under this MOA is covered by the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), 2671-2680) and by the malpractice provisions of the PHS Act (42 U.S.C. 233), with regard to suits or claims of property damage or personal injury or death arising from his or her conduct while acting within the scope of his or her employment.
- E. USSOUTHCOM will process all claims arising out of the activities under this MOA, including those alleging negligent acts or omission by the officer. Processing of these claims shall include final settlement negotiations and payment and litigation support to the Department of Justice, if required. HHS will cooperate in providing information, documentation, and access to any witness under its control to assist the evaluation and resolution of said claims.
- F. Applicability of Rules, Regulations and Policies.

The rules and policies of both the Department of Health and Human Services (DHHS) and of the USSOUTHCOM governing standards of conduct shall apply to the Corps officer, except that:

- i. PHS will be responsible for any PHS disciplinary or adverse action that may be appropriate.
- ii. Requests for approval of outside employment (e.g., writing and editing) shall be submitted to the HHS supervisor, through the USSOUTHCOM supervisor, for approval or disapproval in accordance with DHHS regulations and policies.
- iii. Unless otherwise specified in this personnel agreement, Federal laws, regulations, and policies will apply in instances where there is a conflict between Federal and USSOUTHCOM laws, regulations, and policies.

- G. The rules and policies governing the internal operation and management of the USSOUTHCOM to which detailed will apply to the Corps officer. A Corps officer detailed to a Military service will be governed by the Uniform Code of Military Justice (UCMJ).
- i. The Corps officer detailed under this MOA shall be subject to the laws that govern USSOUTHCOM. Advice and consultation on administrative and disciplinary matters is also available to USSOUTHCOM through HHS, OCCO, Adverse Actions Office, at 240-453-6002 (See Commissioned Corps Directive CC46.4.1, "Disciplinary Action," found in the eCCIS at <http://dcp.psc.gov/eccis>).
 - ii. Federal laws related to conflicts of interest (18 U.S.C. 203, 205, 207, 208, and 209) shall apply to the officer while on detail.
 - iii. The Corps officer shall not engage in any political activities prohibited to Federal employees under 5 U.S.C. 7324 et seq. (the former Hatch Political Activity Act).
 - iv. The Corps officer must adhere to and comply with DoD and military policies and programs that apply to all officers in USSOUTHCOM, provide such policies or programs are not in conflict with Federal laws pertaining to HHS and regulations pertaining to detailed officers under 42 U.S.C. 215.
 - v. The Corps officer assigned to USSOUTHCOM must adhere to and comply with Federal law and HHS requirements pertaining to government ethics/standards of conduct, including financial disclosure reporting. The USSOUTHCOM supervisor will determine if the assigned officer is performing duties for USSOUTHCOM that require the submission of a Confidential Financial Disclosure report (Form OGE 450) on an annual basis. If the officer is designated as a Financial Disclosure Report filer, he or she must submit Form OGE 450 to their USSOUTHCOM supervisor for an initial review. Final review and certification of Form OGE 450 will be undertaken by the HHS designated Operating Division or Staff Division ethics official. Review and approval of outside activity requests shall be undertaken by USSOUTHCOM following its procedures. The Corps officer must ensure the foregoing documentation is timely provided to HHS, after review and signature by the USSOUTHCOM supervisor.
 - vi. The USSOUTHCOM Regional Issues Deputy Director of the Partnering Directorate will be responsible for rating the representative's performance in accordance with applicable HHS regulations. The reviewing official will be an appropriate official within HHS designated by the Assistant Secretary for the Office of Preparedness Response.
 - vii. An electronic Commissioned Officers Effectiveness Reports (COERs) on the officer will be submitted to OCCO annually by the immediate USSOUTHCOM supervisor. The reviewing official will be the USSOUTHCOM supervisor's immediate supervisor. Assistance with the COER process can be obtained by contacting OCCO.

- viii. The Corps officer will promptly report any change in dependency status affecting his/her rate of pay and allowances to the following address:
Compensation Branch, DCP, Room 4-50, Parklawn Building, 5600 Fishers Lane, Rockville, MD 20857.
- H. Safety and Security. The Corps officer detailed pursuant to this MOA shall become familiar with and comply with U.S. military safety and force protection guidelines, and will comply with all guidance and direction regarding safety and security provided by USSOUTHCOM.
- I. Recruitment and Selection. HHS will be responsible for the recruitment and selection of one specific Corps officer for this individual detail to USSOUTHCOM, subject to consultation and concurrence of USSOUTHCOM. HHS will ensure the Corps officer selected for detail has a TOP SECRET clearance.
- J. Work Requirements. USSOUTHCOM, in consultation with HHS, shall be responsible for maintaining the Corps officers' position description requirements.
- K. Supervision. The Corps officer shall report to and be supervised by the Deputy Director of Regional Issues.
- L. Duties. Strategic, deliberate, crisis action, and campaign, and other planning in the USSOUTHCOM area of focus/interest. USSOUTHCOM will provide the Corps officer with the authority and proper credentials to interact with United States federal agencies, relevant foreign agencies and internal organizations as detailed in the employee's position description.

V. CONTINGENCY EXPENSES

If any of the following events should occur while the Corps officer is on detail, PHS will expect the USSOUTHCOM to pay for the following costs unless other arrangements are negotiated:

- A. In the event of the death of the officer, expenses for:
 - 1. Transportation of dependents and shipment of household goods and personal effects to a place selected by the officer's survivors.
 - 2. Burial, including transportation of remains to place of interment.
 - 3. The current amount for death gratuity.

4. Lump-sum leave payment for earned but unused Federal annual leave not covered by Section IV.B.iv, above.
 5. Transportation of the survivors to and from the place of interment.
- B. In the event of the death of a dependent, transportation of the dependent's remains to the place of interment.
 - C. In the event of separation, expenses for lump-sum payment for earned but unused Federal annual leave not covered by Section IV.B.iv, above.
 - D. PHS will pay the costs of inpatient to inpatient transfers of officers. Within PHS, these costs are payable by the Beneficiary Medical Program.

VI. DURATION OF ASSIGNMENT OR DETAIL

- a. In general, detail of one Corps officer pursuant to this MOA shall be for a period of two years with the ability to extend for an additional year, subject to the agreement of both parties.

VII. POINTS OF CONTACT

- a. The Department of Health and Human Services

[REDACTED] OPEO
 200 Independence Ave., S.W.
 Suite 638-G
 Washington, DC 20201
 [REDACTED]

Jay Petillo
 [REDACTED] ASPR Office of Financial Planning and Analysis
 200 Independence Ave., S.W.
 Suite 624-D
 Washington, DC 20201
 [REDACTED]
 [REDACTED]

- b. Department of Defense

USSOUTHCOM:
 [REDACTED] SCPT

[REDACTED] SCPT

VIII. AMENDMENTS

This MOA may be amended at any time by written agreement of the Parties.

IX. IMPLEMENTATION AND TERMINATION

- a. This MOA shall become effective immediately upon signature of the representatives of USSOUTHCOM and HHS designated below.
- b. This detail is for a period of two years beginning on or about _____.
- c. Upon mutual agreement both parties and the officer may extend this detail with the approval of the Assistant Secretary for Health, for a maximum of not more than one additional year, except that, under extraordinary circumstances that involve the health and safety of individuals, further extensions may be granted. The Surgeon General has authority under delegation of authority to administer the commissioned corps.
- d. This agreement may be terminated or otherwise modified by mutual consent of both parties, with reasonable notice to the Corps officer concerned, or upon sixty days notice in writing by either party of its intention to terminate or otherwise modify the agreement.
- e. This agreement may be terminated by HHS or DoD without notice during a time of war or national emergency declared by the President, during an urgent public health need, or during a public health emergency as declared by the HHS Secretary.
- f. Performance of this MOA by both parties is subject to the availability of appropriations.
- g. Nothing in this MOA is intended to conflict with applicable statutes, regulations, or policies of DoD, USSOUTHCOM, or DOE. If any terms or conditions of this MOA are determined to be inconsistent with such regulations or policies, then those terms or conditions will be deemed invalid, but the remaining terms and conditions will remain in effect.

X. ESTIMATED ANNUAL COST

Costs to be reimbursed to HHS by USSOUTHCOM not to exceed \$150,000 per year.

FISCAL YEAR

Monthly base pay (O6):
 $8390.00 \times 12 = 100,680.00$

Monthly BAH:
 $2678.00 \times 12 = 32,136.00$

Monthly subsistence pay:
 $223.04 \times 12 = 2,676.48$

Monthly SGLI:
 $26.00 \times 12 = 312.00$

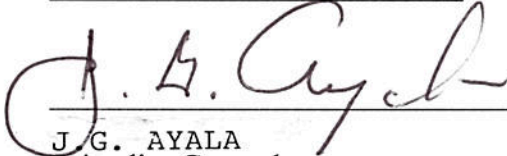
Monthly Social Security:
 $520.18 \times 12 = 6,242.16$

Monthly PSC fee:
 $304.87 \times 12 = 3,658.44$

TOTAL: 145,708.08

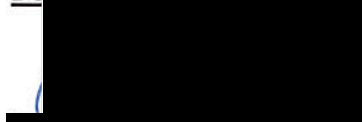
APPROVAL SIGNATURE PAGE

For U.S. Southern Command:

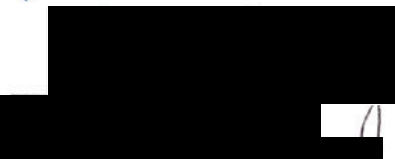

 J. G. AYALA
 Brigadier General
 U.S. Marine Corps
 Chief of Staff
 USSOUTHCOM

9/27/10
 Date

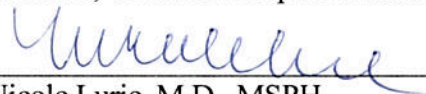
For the Department of Health and Human Services:


 Director, Resource Planning and Evaluation
 Office of the Assistant Secretary for Preparedness and Response

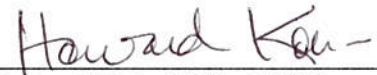
4/22/12
 Date


 Director, Office of Preparedness and Emergency Operations

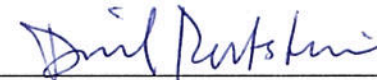
4/28/10
 Date


 Nicole Lurie, M.D., MSPH
 RADM, USPHS
 Office of the Assistant Secretary for Preparedness and Response

5/4/10
 Date


 Howard Koh, M.D., MPH
 Assistant Secretary for Health

5/25/10
 Date


 Regina M. Benjamin, M.D., M.B.A.
 VADM, USPHS
 Surgeon General

20 May 2010
 Date

for