

**Memorandum of Understanding Between  
The National Park Service  
And**

**Department Of Health And Human Services  
The U. S. Public Health Service  
MU248001001**

**I. Purpose**

The purpose of the Memorandum of Understanding (MOU) is to set forth the conditions, responsibilities, and procedures governing the assignment of officers of the Commissioned Corps of the Public Health Service (PHS) to the National Park Service (NPS) to provide public health consultation and provide comprehensive nationwide environmental health risk management support to all its bureaus/agencies.

**II. Authority**

Pursuant to the Economy Act 31 U.S.C. 1535 and 42 U.S.C. 215(a), the Department of Health and Human Services (DHHS) is authorized to enter into agreements with other Federal Agencies for the detail assignment of PHS commissioned officers to such Agencies to conduct work related to the functions of the PHS.

**III. National Park Service Responsibilities**

- A. Determine the extent of services needed by the NPS and the number of health professional personnel required to provide such services.
- B. Notify the Division of Commissioned Personnel (DCP), at least annually, more frequently if necessary, of the number of PHS commissioned officers, by training and experience, needed to fulfill these requirements.
- C. Notify DCP, of all performance or conduct issues and proposed adverse or disciplinary actions proposed being taken against PHS commissioned officers assigned to the NPS.
- D. Consider the PHS commissioned officers to full appropriate NPS vacancies.

- E. Make timely report to the Director, DCP of any serious, life-threatening illness or any hospitalization of a PHS commissioned officer which has the potential to become a disability evaluation case.

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- F. Initiate and fund requests for required field investigations for sensitive positions and associated security clearances and notify the Director, DCP of the results of such investigations and proposed disciplinary actions to be taken against PHS Commissioned Officers assigned to the NPS.
- G. Reassign out of NPS within 120 days of a written request by the Associate Director, Park Operations, NPS any PHS commissioned officer who is not adaptable to duty with NPS or for whom a programmatic need no longer exists, provided that the skills and/or conduct of the PHS commissioned officer does not preclude utilization in another program of the NPS. The NPS will submit a written request to the DCP stating the reasons that justify the return of the officer.

If separation for medical or disciplinary reasons is required, additional time may be needed to complete the necessary processing in accordance with the laws and regulations pertaining to the commissioned corps. However, if separation or reassignment is necessary as a result of disciplinary reasons, every reasonable effort will be made to accomplish reassignment within 120 days of written justification by the Associate Director, Park Operations and Education NPS.

- H. The NPS will provide written notice to the affected officer of the intent to request that he/she be returned to the PHS in advance of making any formal request of the PHS. The officer shall be counseled to seek assistance in locating a reassignment outside of the NPS by contacting DCP.
- I. Request concurrence of DCP, prior to the permanent assignment of PHS commissioned officers to positions that are not under the aegis of the NPS.
- J. The NPS will count the assignee against NPS's full time equivalency ceiling for the period of the detail.
- K. The NPS will provide the necessary administrative support for each officer assigned to regional offices in the park system as necessary to perform their duties and responsibilities.

- L. Establish a point of contact listed herewith to act as the representative of the NPS to oversee this agreement and ensure compliance with the responsibilities described in this section. The NPS point of contact is:

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Maureen Finnerty, Associate Director  
Parks Operations and Education  
National Park Service  
1849 "C" Street, NW  
Washington, DC 20240

Telephone: Commercial 202/ 208-5651

**IV. DHHS Responsibilities**

- A. Detail PHS commissioned officers to the NPS and to the extent possible, provide the special professional disciplines, grades, and numbers of PHS commissioned officers requested by the NPS.
- B. Exercise professional oversight of the PHS commissioned officers assigned to the NPS. Such oversight will be coordinated with and exercised through the Associate Director, Park Operations and Education, NPS.
- C. Issue permanent change of station (PCS) orders for all PHS commissioned officers relating to their assignment to, reassignment within, or assignment out of the NPS.
- D. Administer the personnel and payroll support systems for the PHS commissioned officers assigned to the NPS.
- E. Officers on detail to the NPS may be returned to the PHS, without the consent of the officer involved, under the conditions identified below. The NPS will provide funding for the continued employment of the officer until such time that the officer is removed from the NPS.
  - 1. If the officer is being considered for return because of misconduct, unacceptable performance, or unsuitability, the NPS will cooperate with the DCP in the adjudication of such charges against the officer in the same manner as required of PHS Operating Divisions. The PHS will exert maximum effort to employ expeditiously such actions

identified within the Commissioned Corps Personnel Manual (CCPM), to resolve the status of the officer or effect a reassignment.

2. The PHS, upon notice of the requested reassignment of an officer under conditions other than those identified within (1) above, will **Memorandum of Understanding Between The National Park Service And Department Of Health And Human Services The U. S. Public Health Service**

exert maximum effort to work with the officer involved in achieving reassignment. The PHS will attempt to effect reassignment within 120 days from the date of official notice.

- F. The Surgeon General, or his/her designee, will, with the advice and consent of the NPS, assign a PHS commissioned officer to serve as a member of the Surgeon General's Policy Advisory Counsel and Commissioned Corps Liaison Committee.
7. Establish a point of contact listed herewith to act as the representative of the PHS to oversee this agreement and ensure compliance with the responsibilities described in this section. The PHS point of contact is:

Chief of Staff  
Office of the Surgeon General  
Rm 12-69  
Parklawn Bldg  
5600 Fishers Lane  
Rockville, MD 20857  
(301) 443-4000

**V. Financial Arrangements and Procedures**

- A. The NPS agrees to reimburse PHS for payment of compensation, allowances, and expenses of PHS commissioned officers (including expenses associated with the administration of substandard performance and disciplinary boards) assigned to the NPS, in accordance with the laws and regulations governing PHS commissioned officers. These expenses shall also include the Federal Government's share of Servicemen's Group Life Insurance, Social Security coverage, and an administrative fee.
- B. The following expenses incident to the employment and travel of PHS Commissioned officers assigned to the NPS will be paid directly to the PHS commissioned officer by the PHS from funds provided by the NPS:

1. All pay and allowances, in accordance with Title 37, United States Code;
2. Payments for unused annual leave upon separation or retirement of officers;

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- C. The NPS will reimburse directly to PHS commissioned officers:
1. Travel and transportation allowances as provided for in accordance with the Joint Federal Travel Regulations of the Uniformed Services. This will include the travel and transportation entitlement for officers upon their initial assignment to the NPS, or upon their separation or retirement from the commissioned corps while detailed to the NPS. Further, it will include travel and transportation allowances for temporary duty travel authorized by the NPS.
  2. In the event of the death of a dependent of a PHS commissioned officer assigned to the NPS, transportation of the remains to the nearest place outside park boundaries, where it can be prepared for shipment or for burial.
- D. PHS will pay directly for Permanent Change of Station travel and transportation expenses for PHS commissioned officers who are reassigned from the NPS to the PHS.
- E. PHS shall determine, annually, the administrative fee per active duty officer for costs associated with personnel services and maintenance of records. The PHS will bill the NPS via the On Line Payment and Collection System (OPAC) for the administrative fee.

**VI. Personnel Procedures**

- A. Each assignment of a PHS commissioned officer to the DOI, NPS shall be for an indefinite period unless limited for medical reasons, for DOI, NPS programmatic requirements, or PHS policy requirements. Each assignment will be requested by the NPS, subject to the approval of DCP.

- B. Assignment and supervision of PHS commissioned officers in the NPS will be exercised by the Associate Director, Park Operations and Education, NPS.
- C. PHS officers will make a timely report to the Compensation Branch, DCP, of any change in their status with respect to dependents that may affect their entitlement to the Basic Allowance for Housing.  
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- D. All formal communications between either the NPS or the PHS and PHS commissioned officers assigned to the NPS shall be through the designated chain of command as determined by the NPS and the PHS. Communications not properly transmitted will be returned to the originator for proper routing.
- E. PHS commissioned officers assigned to the NPS are subject to reassignment to the PHS upon the written request of the PHS, subsequent to consultation with the Associate Director, Park Operations and Education, NPS.
- F. PHS commissioned officers assigned to the NPS will wear the PHS uniform with the appropriate PHS insignia and devices in accordance with PHS directives and the approval of the Associate Director, Park Operations and Education, NPS.
- G. PHS officers assigned to the NPS are eligible for participation in the PHS Commissioned Corps Honor and Cash Awards Programs in accordance with procedures established by the PHS. PHS commissioned officers assigned to the DOI, NPS are not eligible for participation in any cash awards program other than that established by the PHS pursuant to 42 U.S.C. 213a(a)(15) and 10 U.S.C. 1124.
- H. PHS commissioned officers must adhere to or participate in NPS policies and programs that apply to all NPS employees, provided such policies or programs are not in conflict with PHS laws and regulations pertaining to PHS commissioned officers. However, PHS commissioned officers assigned to the NPS shall adhere to the drug testing and training requirements of the NPS.
- I. PHS commissioned officers assigned to the NPS shall be authorized leave in accordance with PHS Commissioned Corps regulations and policies as follows:

1. All leaves of absence (annual, station, sick, administrative, and court) must be authorized by leave granting authorities designated by the DOI, NPS. The NPS shall report immediately all periods of Absence Without Authorized Leave (AWOL) of PHS commissioned officers to the Director, DCP, so that pay of the PHS commissioned officers concerned can be withheld.

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2. Annual leave balances will be certified by the Associate Director, Park Operations, NPS to the Director, DCP when such certification is required by PHS.
  3. The leave records of PHS commissioned officers assigned to the NPS will be maintained by the designated leave granting authorities and leave maintenance clerks in the NPS.
  4. Station leave (leave for less than a full work day) for PHS commissioned officers assigned to the NPS may be granted either orally or in writing by the designated leave granting authorities without charge to the officers' annual leave balance.
  5. A copy of all requests for and approvals of sick leave for PHS commissioned officers assigned to the NPS will be sent to the Medical Affairs Branch, DCP.
- J. Performance evaluations on each PHS commissioned officer assigned to the NPS shall be submitted at least once each year, or more frequently as may be requested by the PHS, on Form PHS-838, "Commissioned Officers' Effectiveness Report." The Form PHS-838 shall be completed in accordance with the procedures established by the PHS Commissioned Corps.
- K. The Associate Director, Park Operations and Education, NPS, or his/her designee, shall have access to the Official Personnel Folders maintained by the DCP on all PHS commissioned officers assigned to the NPS.
- L. As part of the personnel and pay system, the DCP administers special and incentive pay programs for PHS commissioned officers. The NPS recommendations for special pays for PHS commissioned officers assigned to the NPS shall be processed in accordance with PHS policies and procedures.

- M. All requests for short-term training, as defined in INSTRUCTION 1, Subchapter CC25.2, of the CCPM, “Extramural Training,” by PHS commissioned officers assigned to the NPS shall be processed and approved by NPS officials in accordance with NPS procedures and delegations of authority. Active-duty obligations of PHS officers incurred pursuant to such training shall be determined in accordance with the

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provisions of INSTRUCTION 2, Subchapter CC25.2 of the CCPM, “Active Duty Obligations Subsequent to Extramural Training.”

- N. All requests for long-term training, as defined in INSTRUCTION 1, Subchapter CC25.2, of the CCPM, “Extramural Training,” by PHS commissioned officers assigned to the NPS shall be reviewed by the Associate Director, Park Operations, NPS, who shall submit a recommendation of approval or denial of the training request to the DCP. The training request will be processed and approved by the DCP, in accordance with procedures established in that INSTRUCTION. Active-duty obligations of PHS officers incurred pursuant to participation in long-term training shall be determined in accordance with the provisions of INSTRUCTION 2, Subchapter CC25.2, of the CCPM, “Active Duty Obligations Subsequent to Extramural Training.”
- O. PHS commissioned officers assigned to the NPS shall be covered by the Federal Tort Claims Act (28 U.S.C. 2671-2680, 1346(b)) and by the malpractice provisions of the PHS Act (42 U.S.C. 233) with regard to suits or claims of personal injury arising from their conduct while acting within the scope of their duties, assignment or billet.
- P. PHS commissioned officers assigned to the NPS remain subject to the provisions of 18 U.S.C. 203, 205, 207, 208, and 209 with respect to their conduct and to prohibitions against conflicts of interest.
- Q. PHS commissioned officers assigned to the NPS have the right to file a grievance under the procedures of the NPS. This right is based upon the policy set forth in INSTRUCTION 5, Subchapter CC26.1, of the CCPM, Section A.2.d, “Grievances,” which provides that:

PHS commissioned officers who are detailed to  
other Agencies must use the grievance  
procedures of the Agency to which detailed . . .



The right of PHS commissioned officers to seek a remedy through the grievance process extends only to a decision by the Agency Administrator. For PHS commissioned officers, the decision of the Agency Administrator will be final, and the PHS commissioned officers are not entitled to seek administrative relief beyond the Agency level.

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- R. Officers detailed to NPS may file Equal Opportunity (E.O.) complaints with the Equal Employment Opportunity (EEO) Officer, NPS. The E.O. officer shall seek informal resolution or may conduct a full investigation into allegations. Officers are not covered by Title VII or related statutes. Final decisions regarding E.O. complaints shall be rendered by the Agency Administrator.

PHS commissioned officers who are assigned to the NPS may only file an E.O. complaint under the INSTRUCTION 6, Subchapter CC26.1, of the CCPM, "Equal Employment Opportunity: Discrimination Complaints Processing," when the subject of the complaint is a matter under the control of the DHHS.

- F. All PHS commissioned officers have the right to apply to the PHS Board for correction of PHS records to request a change in a record to correct an error or remove an injustice.

**VII. Required Clauses**

- A. ANTI-DEFICIENCY ACT: Pursuant to the Anti Deficiency Act, 31 U.S.C. 1341 (a) (1), as amended, nothing herein contained shall be construed as binding to either party to expend in any one fiscal year any sum in excess of appropriations made by Congress for this purpose, or to involve the United States in any contract or other obligation for further expenditure of money in excess of such appropriations.
- B. SEVERANCE OF TERMS AND COMPLIANCE WITH APPLICABLE LAW: The parties shall comply with all applicable laws and regulations. This agreement is subject to all laws, regulations and rules governing NPS property, whether now in force or hereafter enacted or promulgated. Nothing in the agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and rules.

If any term or provision of this agreement is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this agreement shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.

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- F. DRUG FREE WORK PLACE ACT (Required For Use With Appropriated Funds): The parties certify that comprehensive actions will be taken to ensure the work place is drug free.

III. Term of Agreement

This Interagency Agreement is effective when signed for a period of 5 years. It may be modified by the mutual consent in writing of the Director, NPS and the Surgeon General, or their designees, and it may be terminated by either party upon 30 days written notification to the other party.

Approved for the DOI, NPS:

\_\_\_\_\_  
Robert Stanton  
Director, National Park Service

\_\_\_\_\_  
Date

Approved for the Office of the Surgeon General:

\_\_\_\_\_  
ADM David Satcher, M.D., Ph.D.  
Assistant Secretary for Health and Surgeon General

\_\_\_\_\_  
Date

