

MANUAL: Personnel  
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DEPARTMENT OF HEALTH AND HUMAN SERVICES  
Public Health Service

Chapter CC23--Staffing  
Subchapter CC23.5--Utilization  
Personnel INSTRUCTION 5--Detail of PHS Commissioned Officers to States and  
Nonprofit Institutions

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Section A. Purpose and Scope

1. This INSTRUCTION describes the requirements and procedures for the detail, including leave without pay (LWOP) detail, of officers of the PHS Commissioned Corps to states or nonprofit institutions (NPI). For purposes of this INSTRUCTION, NPI shall be interpreted to include public international organizations.
2. This INSTRUCTION does not apply to details to Federal agencies or congressional committees.

Section B. Authority

1. The statutory authority for the detail of PHS commissioned officers to states is set forth in Section 214(b) and (d) of the PHS Act (42 U.S.C. 215(b) and (d)). Note that in this INSTRUCTION, U.S. Code citations will be used.
2. The statutory authority for the detail of PHS commissioned officers to NPIs is contained in 42 U.S.C. 215(c) and (d).
3. Regulations relating to LWOP details of officers are set forth in Subchapter CC49.1, INSTRUCTION 1, of this Manual.

Section C. Definitions

1. For purposes of this INSTRUCTION the following definitions apply:
  - a. Detail. Any special assignment in which a PHS commissioned officer is ordered to perform duties in or for a state, or an agency thereof, or for an NPI and the officer's immediate supervisor is a state/NPI official, even though the immediate supervisor is another PHS officer or employee on detail to such organization.
  - b. Federal Supervisor. The designated PHS official who will exercise general administrative supervision over the officer while the officer is on detail to a state/NPI.
  - c. Grant-Supported Detail. Any detail of an officer to a state/NPI under an agreement that the officer's services are provided in lieu of project or formula grant funds. In these instances, all or part of the expenses (e.g., pay and allowances, travel and transportation) of the detailed personnel may be paid from that portion of the grant funds retained by PHS.

- d. International Organization. A public international organization, engaged in health activities, in which the United States participates under any treaty or under the authority of any act of Congress authorizing such participation, and which shall have been designated by the President through appropriate Executive order as being entitled to enjoy certain privileges, exemptions, and immunities. For purposes of this INSTRUCTION, NPI shall be interpreted to include international organizations.
- e. LWOP Detail. A detail in which a commissioned officer retains his/her commission and active duty status but is permitted to be absent without pay for the purpose of accepting employment with a state/NPI.
- f. Non-Federal Supervisor. The designated state/NPI official who will be directly responsible for the day-to-day supervision of the officer while the officer is on detail to a state/NPI.
- g. Nonprofit Institution (NPI). Any nonpublic (i.e., private), nonprofit educational, research or other institution, including international organizations, engaged in health activities. As used in this INSTRUCTION, "nonprofit" means that no part of the net earnings of an institution may inure or may lawfully inure to the benefit of any private shareholder or individual.
- h. Nonreimbursable Detail. Any detail of an officer to a state/NPI in which the officer's salary, allowances, travel and transportation expenses (except that the state/NPI may pay for travel directed by it), or the cost of benefits are paid from PHS appropriations, without reimbursement.
- i. Officer or Commissioned Officer. Officers appointed to the PHS Commissioned Corps pursuant to 42 U.S.C. 204.
- j. Public Health Service or Service. The PHS agencies, regional offices, and OASH.
- k. Reimbursable Detail. Any detail arrangement whereby salary, allowances, travel and transportation expenses, or the cost of benefits are paid to officers on detail by the Federal Government but such costs are reimbursed, in whole or in part, by the state/NPI to which the officer is detailed.
- l. State. The term "state" includes, in addition to the several states, only the District of Columbia, Guam, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands; a political subdivision of a state, an interstate agency, or any agency of the foregoing (including regional, state, or local health or health planning agencies, or non-Federal public institutions such as state educational institutions).

Section D. Details to States/NPIs  
Under 42 U.S.C. 215

1. Who Can be Detailed. Under 42 U.S.C. 215(b), PHS officers can be detailed to states for work which the Secretary determines will aid the Department of Health and Human Services (DHHS) in the more effective discharge of its responsibilities in the field of health.

Under 42 U.S.C. 215(c), PHS officers can be detailed to NPIs for special studies of scientific problems and for dissemination of information relating to public health if the Secretary determines that such studies or dissemination of information will aid DHHS in the more effective discharge of its responsibilities in the field of health.

Within PHS, work related to the functions of the service, special studies of scientific problems, and dissemination of information relating to public health is interpreted to include, but not be limited to, such activity in the disciplines of medicine, dentistry, and other health professions, including, but not limited to, nursing, pharmacy, physical and occupational therapy, functional rehabilitation, sanitation, clinical social work, clinical psychology, sociology, sanitary engineering, veterinary medicine, dietetics, medical record library science, health education, pharmacology, biophysics, biochemistry, biological sciences, health and medical statistics, health human resources analysis, and the administration of activities in these fields.

2. General. The following general information applies to all details of PHS commissioned officers to states/NPI. Specific information relating to reimbursable (fully or partially), nonreimbursable, or grant-supported details is contained in Section D.3., below. Specific information pertaining to LWOP details is contained in Section D.4., below.
  - a. Period of Detail. Details may be made for a period of two years or less. Upon mutual agreement of both parties and the officer, details may be extended for additional periods of not more than two years each. For an extension to be considered, the following must be submitted to the Director, Commissioned Personnel Operations Division (CPOD), Office of Personnel Management (OPM), Office of Management (OM), PHS, Room 4-35, Parklawn Building, 5600 Fishers Lane, Rockville, Maryland 20857:
    - (1) A written justification for continuance from the state/NPI to which the officer is detailed;
    - (2) A written concurrence from the officer; and
    - (3) A Form PHS-1662, "Request for Personnel Action -- Commissioned Officers," from the officer's sponsoring program.

- b. Personnel Agreements. Personnel agreements, as outlined in Section F., below, are required for all details, except nonreimbursable details of 20 weeks or less. The agreement will specify the officer's entitlements as set forth below as well as the financial responsibilities of the parties involved.
- c. Supervision. While on detail, the officer's immediate supervisor will be the non-Federal supervisor. In addition, a Federal supervisor will be designated in each case. The Federal supervisor will exercise general administrative supervision over the officer in accordance with the provisions set forth in this INSTRUCTION.
- d. Longevity Increases. The period of detail is creditable for purposes of basic pay based on years of service.
- e. Travel and Transportation. Expenses for travel of the officer and transportation of dependents, shipment of household goods, and personal effects to and from initial place of detail will be paid by PHS under provisions of the Joint Travel Regulations of the Uniformed Services (hereinafter cited as JTR). Travel and transportation expenses incurred as a result of travel directed by the state/NPI will be paid by the state/NPI under state/NPI law, regulations, and procedures.
- f. Insurance, Social Security and Retirement. An officer's coverage under Servicemen's Group Life Insurance (SGLI), Federal Employees Group Life Insurance (FEGLI), Social Security, and PHS Commissioned Corps retirement provisions continues while on detail, including LWOP detail. Further information concerning SGLI is contained in Subchapter CC29.4, INSTRUCTION 1, of this Manual, and additional information concerning FEGLI is set forth in Subchapter CC29.4, INSTRUCTION 2, of this Manual.
- g. Post Exchange and Commissary Privileges, Medical Care, and Veterans Administration Benefits. An officer's entitlement to Post Exchange and Commissary privileges at facilities of the Armed Forces and medical care for himself/herself and dependents in accordance with 10 U.S.C. Chapter 55 and 42 U.S.C. 253 continues while on detail. Likewise, the period of detail is creditable service for determining eligibility for benefits administered by the Veterans Administration (VA).

- h. Survivor Benefits. In the event of the officer's death while on detail, PHS will pay the death gratuity, payment for unused Federal annual leave, burial expenses (including transportation of the officer's remains to place of interment), and costs for transportation of dependents and shipment of household goods and personal effects to a place selected by the officer's survivors. (See Subchapter CC29.5, INSTRUCTION 2, of this Manual.)
- i. Death of a Dependent. In the event of the death of an officer's dependent while the officer is on detail, PHS will pay the cost of transporting the dependent's remains to the place of interment.
- j. Entitlements Upon Separation or Retirement.
- (1) In the event of the officer's separation from PHS, including retirement, while on detail, PHS will pay, if otherwise eligible, a lump-sum leave payment for any Federal unused annual leave to the officer's credit on the date of separation. Such payment will be based on the pay grade held by the officer on his/her date of separation. The lump-sum leave payment for Federal leave is not reimbursable. Any lump-sum leave payment for earned but unused state/NPI leave is a responsibility of the state/NPI.
  - (2) PHS will pay the cost of transporting the officer and his/her dependents and shipment of household goods and personal effects to the officer's home. PHS can require reimbursement from the state/NPI for transportation of the officer and his/her dependents, and shipment of household goods and personal effects.
- k. Selective Service Status. Under the Military Selective Service Act of 1967, as amended, a period of detail to a state/NPI was not creditable toward fulfillment of a selective service obligation (50 U.S.C. App. 456(a)(2)). It is expected that such provision would also pertain should the selective service system be reinstated. Therefore, as a matter of policy, PHS will not approve the detail of a commissioned officer to a state/NPI when the officer is serving a period that, in the future, may be otherwise credited toward fulfillment of a selective service obligation.

1. Fees for Licensure. PHS does not have authority to reimburse an officer for fees paid for any professional state license required by the state/NPI incident to the performance of duty for the state/NPI. When such a license is required, the PHS official negotiating the personnel agreement (see Section G., below) should attempt to have the state/NPI agree to reimburse the officer for these fees or to obtain a waiver of the licensure requirement from the appropriate licensure board or agency. This type of arrangement should be covered in the personnel agreement. Additional information concerning payment of state medical licensure fees is contained in Subchapter CC25.2, INSTRUCTION 2, of this Manual.
  
- m. Tort Claims and Related Acts.
  - (1) Federal Tort Claims Act (FTCA). The Federal Government gave its consent to be sued in tort under FTCA (28 U.S.C. 2671-2680; 1346(b)). FTCA largely abrogates the Federal Government's immunity from tort liability and establishes the conditions for suits and claims against the Federal Government.
    - (a) Coverage. In most circumstances, PHS commissioned officers detailed to a state/NPI are covered under FTCA. However, in some instances, an officer may not be protected under FTCA. It is imperative, therefore, that an officer determine the extent to which protection is provided by the state/NPI (by administrative remedy or otherwise) for losses, automobile accidents, suits regarding acts of omission or commission, etc., related to performance of duty on behalf of the state/NPI. The officer should also review personal insurance coverage (e.g., automobile, malpractice) to determine if changes should be made. Additional information regarding liability coverage is contained in Subchapter CC29.9, INSTRUCTION 6, of this Manual.
  
  - (2) Hold Harmless Section of the Emergency Health Personnel Act. Under the Emergency Health Personnel Act (42 U.S.C. 233(f)), the Department Claims Officer (the Assistant General Counsel, Business and Administrative Law Division, Office of the General Counsel, DHHS) will hold harmless and, in exceptional circumstances, provide liability insurance for any PHS commissioned officer for damages for personal injuries negligently caused under all of the following conditions:

- (a) The officer was acting within the scope of employment in the performance of medical and related functions, and
- (b) Was detailed to a state/NPI, and
- (c) There is no remedy against the United States under FTCA.

n. Standards of Conduct.

- (1) Regulations and policies of both DHHS and the state/NPI concerning standards of conduct shall apply to the officer while on detail except that:
  - (a) PHS will be responsible for any disciplinary or adverse actions that may be required.
  - (b) Requests for approval of outside employment (e.g., writing and editing) shall be submitted to the Federal supervisor, through the non-Federal supervisor, for approval in accordance with DHHS regulations and policies (see 45 CFR 73.735 et seq.).
  - (c) Unless otherwise specified in the personnel agreement, Federal laws, regulations, and policies will apply in instances where there is a conflict between Federal and state/NPI laws, regulations, and policies.
- (2) The officer shall not engage in any political activities prohibited to Federal employees under 5 U.S.C. 7321 et seq. (the former Hatch Political Activity Act).
- (3) Federal laws relating to conflicts of interest (18 U.S.C. 203, 205, 207, 208, and 209) shall apply to the officer while on detail.

o. Performance Reports. Completed Form PHS-838, "Commissioned Officers' Efficiency and Progress Report" (COEPR), will be forwarded to the following address:

Commissioned Personnel Operations Division  
Office of Personnel Management  
Office of Management, PHS  
Attn: MDB ADMINISTRATIVE--CONFIDENTIAL  
Room 4-35, Parklawn Building  
5600 Fishers Lane  
Rockville, Maryland 20857

Subchapter CC25.1, INSTRUCTION 1, of this Manual, contains detailed instructions for completing and submitting Form PHS-838.

- p. Soldiers' and Sailors' Civil Relief (SSCR) Act. While on detail, active duty PHS commissioned officers continue to be covered under the Soldiers' and Sailors' Civil Relief Act of 1940, as amended (50 U.S.C. App. 501 et seq.) and are entitled to all the rights, privileges, immunities, and benefits provided thereunder. Specific information concerning the SSCR Act is contained in Subchapter CC29.9, INSTRUCTION 2, of this Manual.
3. Details, Excluding LWOP Details, to States/NPIs For Periods in Excess of 20 Weeks. This subsection applies only to details made on a reimbursable, partially reimbursable, or grant-supported basis.
- a. Compensation. Compensation, including allowances, will be paid by PHS in accordance with Title 37, United States Code. This includes base pay, quarters and subsistence allowances, special pay, family separation allowances, incentive pay for hazardous duty, education allowances for dependents of officers stationed in foreign countries, continuation pay (CP), Retention Special Pay (RSP), Variable Special Pay (VSP), Board Certified Pay (BCP), and Incentive Special Pay (ICP), as appropriate. Overseas station allowances (housing and cost of living allowances) are also payable by PHS, in appropriate cases, in accordance with Appendix A of the JTR.
- b. Annual and Sick Leave.
- (1) The officer is entitled to annual and sick leave in accordance with Federal law (42 U.S.C. 210-1), implementing regulations, and policies.
  - (2) Annual and sick leave will be approved by the non-Federal supervisor. Leave records, Form PHS-1345, "Request and Authority for Leave of Absence," will be maintained by the Federal supervisor. The non-Federal supervisor will promptly report to the Federal supervisor leave approved and used.
  - (3) The officer will be excused from duty on all Federal holidays without charge to annual leave unless the holiday falls within a period of approved annual leave, and may be excused from duty on a state or local holiday without charge to annual leave unless such holiday falls within a period of approved annual leave.

- (4) "Station leave" (i.e., leave of less than a full workday) may be granted by the non-Federal supervisor without charge to annual leave. Except in emergency circumstances, station leave should be requested and approved in advance. Approval may be given either orally or in writing.
- (5) All sick leave of one day or more will be reported on Form PHS-1345 to the following address:

Chief  
Medical Branch  
Commissioned Personnel Operations Division  
Office of Personnel Management  
Office of Management, PHS  
Room 4-35, Parklawn Building  
5600 Fishers Lane  
Rockville, Maryland 20857

In addition the officer will provide, to the above address, specific information concerning each incidence of serious illness, protracted sick leave, or hospitalization.

- c. Insurance, Social Security, and Retirement. The officer's share of costs for SGLI, FEGLI, and Social Security coverage will be withheld from his/her salary. If the detail is made on a reimbursable, partially reimbursable, or grant-supported basis, the state/NPI can be required to pay the PHS share of costs for such coverage(s).
- d. Survivor Benefits. PHS can require reimbursement from the state/NPI for the death gratuity, payment for unused Federal annual leave, burial expenses (including transportation of remains to place of interment), and costs of transportation of dependents and shipment of household goods and personal effects to a place selected by the officer's survivors.
- e. Death of a Dependent. PHS can require reimbursement from the state/NPI for the cost of transporting the dependent's remains to a place of interment.
- f. Retirement or Separation. In the event of an officer's retirement or separation while on detail, PHS will pay lump-sum annual leave payment, cost of transporting the officer and his/her dependents, and shipment of household goods and personal effects to the officer's home. PHS can require reimbursement from the state/NPI for these costs.

- g. COEPRs. COEPRs on the officer will be submitted to CPOD annually by the Federal supervisor (rating officer), in consultation with the non-Federal supervisor, on Form PHS-838. The rating officer's supervisor will serve as the reviewing officer and forward Form PHS-838 to the address shown in Section D.2.o., above.
4. LWOP Details. This subsection applies to PHS commissioned officers while on detail to a state/NPI on an LWOP basis.
- a. Compensation and Financial Arrangements. Compensation, including allowances, will be paid by the state/NPI in accordance with state/NPI law, regulations and procedures.
- b. CP and Special Pays. If an officer enters LWOP status before the period of an executed CP or special pay contract has expired, any payment already made covering the unexpired portion of the contract must be refunded to the Government. An officer who becomes ineligible after entering LWOP status may not execute another service contract upon return to pay status, unless reselected by the Assistant Secretary for Health (ASH).
- c. Hours of Duty, Workweek, and Holidays. The state/NPI will determine, in accordance with its regulations and policies, the officer's work schedule, including holidays.
- d. Travel and Transportation Expenses. PHS may require reimbursement from the state/NPI for the cost of travel and transportation.
- e. Annual and Sick Leave.
- (1) The officer will earn annual and sick leave in accordance with the laws and implementing regulations of the state/NPI to which detailed, but not to exceed the annual and sick leave entitlements for commissioned officers under Federal law (42 U.S.C. 210-1), implementing regulations, and policies.
  - (2) Federal leave does not accrue while the officer is on LWOP.
  - (3) State/NPI leave earned by the officer while on LWOP but not used may be granted as terminal leave by the state/NPI, provided the period of terminal leave falls within the period of LWOP; or a lump-sum leave payment may be paid by the state/NPI. If the state/NPI does not have authority to make a lump-sum leave payment or approve terminal leave, any unused leave will be lost when the officer returns to duty with PHS.

- (4) An officer's Federal leave balance will be frozen as of the date prior to entry into LWOP status. However, the requirement as to the amount of leave which can be carried over from one leave year to another still applies. The leave account will be reopened when the officer returns from LWOP. For example, if an officer enters LWOP status on June 1, with 65 days of unused annual leave, and remains on LWOP status through the end of the year, the officer's leave balance will be adjusted to 60 days on December 31. Thus, the officer will have 60 days unused annual leave to his/her credit at the beginning of the calendar year.
- (5) When an officer enters on LWOP status, the leave maintenance clerk will verify the accuracy of the leave balance as of the date of entry on such status. The leave balance must be verified on Form PHS-31, "Officer's Leave Record." A statement certifying that the leave record is true and correct to the best of the leave maintenance clerk's knowledge is required. This statement will be signed by the leave maintenance clerk and countersigned by the officer's leave granting authority. Form PHS-31 will then be forwarded to the Director, CPOD, at the following address:

Director  
Commissioned Personnel Operations Division  
Office of Personnel Management  
Office of Management, PHS  
Room 4-35, Parklawn Building  
5600 Fishers Lane  
Rockville, Maryland 20857

Form PHS-31 will be filed in the officer's official personnel folder. When the officer returns to pay status, the leave record will be forwarded to the officer's new duty station. Additional information concerning the maintenance of an officer's leave record while on LWOP detail is located in Subchapter CC29.1, INSTRUCTION 2, of this Manual.

- (6) The non-Federal supervisor will forward, through the Federal supervisor, all sick leave reports of one day or more to the Chief, Medical Branch, in accordance with the provisions of Section D.3.b.(5), above.

f. Insurance Coverage.

- (1) An officer continues to be entitled to SGLI while on LWOP. If an officer has FEGLI, coverage continues on the same basis as that of a civil service employee. (See Personnel Instruction 300-2, DHHS Personnel Manual.) PHS must continue to pay the Government's share of costs for the coverage, and the officer must pay the employee's share.
- (2) The officer must send a memorandum with his/her payment identifying the check or money order (made payable to DHHS) as a payment to cover his/her share of costs for SGLI and/or FEGLI to the following address:

Compensation and Benefits Branch/PA  
Commissioned Personnel Operations Division  
Office of Personnel Management  
Office of Management, PHS  
Room 4-35, Parklawn Building  
5600 Fishers Lane  
Rockville, Maryland 20857

Payments must be made in advance on a quarterly basis to cover the amount that normally would be deducted from the officer's pay. (See Exhibits IV. and V.)

- g. Retirement Coverage. An officer's coverage under PHS length of service and disability retirement provisions continues while on LWOP detail. The period of LWOP is creditable in determining eligibility for retirement and the amount of retired pay.
  - h. Social Security Coverage. A period of LWOP is not creditable for Social Security purposes unless coverage is provided as a result of employment by the state/NPI. If coverage is provided, the state/NPI is responsible for withholding Social Security taxes from the officer's state/NPI salary and for paying the employer's share of taxes.
  - i. COEPRs. COEPRs on the officer will be submitted annually by the non-Federal supervisor to the Federal supervisor on Form PHS-838. The Federal supervisor will serve as the reviewing officer and forward Form PHS-838 to the address shown in Section D.2.o., above.
5. Details To States/NPI for 20 Weeks or Less. This subsection applies to details made to states/NPIs for 20 weeks or less.

- a. General. Details can be made only on a reimbursable, nonreimbursable or grant-supported basis. Personnel agreements, as such, are not required. However, for reimbursable and grant supported details, a memorandum of agreement between the PHS program and the state/NPI specifying the financial arrangements may be necessary.
- b. Content of Memorandum. In all cases, the officer should be informed by memorandum that the detail has no effect on his/her entitlements, benefits, rights, or obligations as a PHS commissioned officer and on such matters as the following:
  - (1) Hours of duty (to be determined by the state/NPI);
  - (2) Method for obtaining approval and reporting annual and sick leave (see Section D.3.b., above.); and
  - (3) Name and title of the officer's non-Federal supervisor.

#### Section E. Request or Proposal for a Detail

1. Submission of Request or Proposal. A request or proposal for the detail of PHS commissioned officers may be submitted by a state/NPI official in the form of a letter addressed to the head of the PHS organization having program responsibility for the work area involved, or to ASH at the following address:

Assistant Secretary for Health  
Public Health Service, DHHS  
Room 716G, Hubert H. Humphrey Bldg.  
200 Independence Avenue, S.W.  
Washington, D.C. 20201

For grant-supported and other details which will involve the regional office, the letter should be sent through the regional health administrator (RHA). The following information should be included by the state/NPI in its request for detail of PHS commissioned officers, or should be obtained from the state/NPI prior to the development of the personnel agreement:

- a. Purpose(s) of the detail;
- b. Reason(s) for requesting Federal assistance;
- c. Number and disciplines of officers requested;

- d. Grade level or experience and training of officers requested;
  - e. The officer's position title(s) and brief description of duties to be performed;
  - f. Proposed financial arrangements, i.e., fully reimbursable, partially reimbursable (specify costs to be reimbursed), nonreimbursable, LWOP, or grant-supported detail (specify grant to be reduced);
  - g. Name and position title of the non-Federal supervisor;
  - h. Rate of compensation and allowances to be paid by the state/NPI, if any; and
  - i. Travel and transportation allowances, if any, payable by the state/NPI for travel of the PHS officer and transportation of the officer's dependents, household goods and personal effects to and from the place of detail.
2. Routing of Request or Proposal. Within PHS, the request or proposal will be routed to the appropriate official authorized to enter into agreements with states/NPIs for the detail of PHS commissioned officers. (See Section H.)

#### Section F. Personnel Agreements

1. Purpose. Personnel agreements are required for (a) reimbursable (fully and partially), nonreimbursable, and grant-supported details of more than 20 weeks and (b) all LWOP details. These agreements provide a record of the obligations assumed by parties to the agreement and the officer's entitlements during the period of work with a state/NPI.
2. Prototype Personnel Agreements. There is no requirement that personnel agreements follow a specific format. However, Exhibits I. through III. of this INSTRUCTION provide prototypes to be used as guides for developing agreements.
3. Development. A separate personnel agreement ordinarily will be developed for each officer who is to be detailed, and the officer's name will be stated in the agreement. However, where more than one officer is covered by a single personnel agreement, it is not necessary to name each officer.
4. Content. Although the specific content of each personnel agreement will vary depending upon the particular situation, all agreements shall, at a minimum, include the following:
  - a. Identification of the parties entering into the agreement;
  - b. Type of and authority for the financial arrangements covered by the

- agreement, including information about any compensation;
- c. Reason(s) why the state/NPI is requesting or proposing Federal assistance and why PHS considers it justifiable;
  - d. The period covered by the agreement;
  - e. Officer's name, position title, grade, organizational location and Social Security Number. (This information is not required where one agreement covers the detail of more than one officer.);
  - f. Information about the work to be performed in the state/NPI (Show position title(s) of the officer(s) where appropriate, and include a brief description of the duties to be performed.);
  - g. Name, position title, organizational location, and business address of the Federal supervisor;
  - h. Position title, organizational location, and business address of the non-Federal supervisor;
  - i. Information about any compensation and financial arrangements, and travel and transportation provisions (see Sections D. and E., above);
  - j. Information about the benefits and entitlements covered in Sections D. and E., above, that are relevant to the particular detail;
  - k. A statement that the non-Federal supervisor will forward, through the Federal supervisor, all sick leave reports of one day or more in accordance with Section D.3.b.(5), above.
  - l. A statement that the officer will promptly report any change in dependency status affecting the rate of quarters allowance to the Compensation and Benefits Branch (CBB), CPOD, at the address indicated in Section D.4.f.(2), above;
  - m. A statement about the extent to which the rules and policies governing the internal operation and management of the state/NPI, such as hours of duty, will apply to the officer;
  - n. The fact that Federal laws relating to conflicts of interest (18 U.S.C. 203, 205, 207, 208, and 209) shall apply to the officer;

- o. A statement that the policies governing standards of conduct of both DHHS and the state/NPI are to apply to the officer and that, where there is conflict between DHHS and state/NPI policies, DHHS policies will prevail except where specified in the personnel agreement;
  - p. A statement that requests for approval of outside employment (e.g., writing and editing) are to be submitted to the Federal supervisor, through the non-Federal supervisor, for approval or disapproval in accordance with DHHS regulations, policies, and procedures (see 45 CFR 73.735 et seq.);
  - q. A statement that the officer shall not engage in any political activities prohibited to Federal officers and employees under 5 U.S.C. 7321 et seq. (the former Hatch Political Activity Act);
  - r. A statement that the length of the detail covered by the agreement may be shortened, extended, or otherwise modified upon the mutual agreement of both parties and the officer concerned; and
  - s. A statement that the agreement may be terminated by mutual consent of both parties, with reasonable notice to the officer concerned, or upon 60 days notification in writing presented by one party to the other party concerning the former party's intention to terminate the agreement.
5. Distribution of Completed Personnel Agreements. Three original agreements will be prepared and signed by the appropriate officials.
- a. An original agreement will be furnished to each of the following:
    - (1) Director, CPOD (as an attachment to Form PHS-1662);
    - (2) State/NPI to which the officer is on detail; and
    - (3) PHS program from which the officer is detailed.
  - b. A copy of an agreement may be furnished, as appropriate, to each of the following:
    - (1) Federal supervisor;
    - (2) Non-Federal supervisor;
    - (3) Officer concerned (where an agreement covers more than one officer, each officer should receive a copy); and
    - (4) PHS financial management office having program responsibility over the officer.

6. Reimbursement for Administrative Costs. Before taking action to effect the detail of an officer to a state/NPI, the Director, CPOD, will ensure that a personnel agreement, which meets the requirements of this INSTRUCTION, has been properly negotiated and approved by the parties concerned. The sponsoring PHS program may request reimbursement from the state/NPI for administrative costs incurred because of the detail. Administrative costs, if any, shall be specified in the exact amount in the personnel agreement.

Section G. Personnel Actions--Personnel Orders

1. Use of Personnel Orders.
  - a. Actions for Which Personnel Orders Are Required.
    - (1) Detail an officer to a state/NPI for a period of more than 20 weeks;
    - (2) Extend a detail originally made for 20 weeks or less to a period of more than 20 weeks;
    - (3) Terminate a detail which was effected by a personnel order;
    - (4) Place an officer in LWOP status to accept a detail with a state/NPI; and
    - (5) Return an officer to PHS pay status from LWOP.
  - b. Actions for Which Personnel Orders Are Not Required. Personnel orders are not required for a detail, excluding an LWOP detail, of an officer to a state/NPI for a period of 20 weeks or less.
  - c. Preparation of Personnel Orders.
    - (1) Personnel orders effectuating details will be prepared in the usual fashion. In addition, all LWOP details will be identified as such and the appropriate statutory authority will be cited (e.g., "[enter name of officer] detailed to [enter name of state/NPI] under authority of Section 214 of the PHS Act (42 U.S.C. 215), and in accordance with personnel agreement dated [enter date].").
    - (2) Any change in entitlement to compensation or allowances while on detail will be authorized in personnel orders in the normal manner.

2.      Use of Form PHS-1662.
  - a.      Actions for which Forms PHS-1662 are required. Form PHS-1662, "Request for Personnel Action," is required for any action which must be shown on personnel orders (see Section G.1., above).
  - b.      Preparation of Form PHS-1662. When requesting effectuation of details, Form PHS-1662 will be completed in the usual manner. In addition, all details will be identified as such and the appropriate statutory authority will be cited and entered into item 14 (e.g., "LWOP detail to [enter name of state/NPI] under authority of Section 214 of the PHS Act (42 U.S.C. 215.>"). Additional information concerning the use and completion of Form PHS-1662 is contained in Subchapter CC23.6, INSTRUCTION 2, of this Manual. Exhibits IV. and V. of that INSTRUCTION contain examples of how Form PHS-1662 is to be completed for reimbursable, nonreimbursable, and LWOP details.
  - c.      Personnel Agreement as Attachment. A copy of the personnel agreement covering the detail will be attached to Form PHS-1662.
3.      Notifying CBB, CPOD, of Changes in Compensation and Allowances. Officers must notify CBB, CPOD, at the address indicated in Section D.4.f.(2), above, of any change in status of dependents affecting the rate of pay and allowances or any other matters affecting their compensation.

Section H. Approving Authorities

1.      Details of More Than 20 Weeks and Any LWOP Detail.
  - a.      Personnel Agreements. The authority to detail PHS commissioned officers to a state/NPI for a period of more than 20 weeks and all LWOP details has been delegated by ASH, through administrative channels, to the Director, CPOD.
  - b.      Personnel Orders. Personnel orders effecting details of more than 20 weeks or LWOP under 42 U.S.C. 215 will be approved by the Director, CPOD.
2.      Details of 20 Weeks or Less.
  - a.      With the exception of LWOP details, neither personnel agreements nor personnel orders are required for details of 20 weeks or less.

- b. The officials to whom authority has been delegated in Part 3 of this Manual (and PHS agency supplements thereto) to approve reimbursable, nonreimbursable, or grant-supported details for 20 weeks or less may signify their approval by signing the travel authorization form, if any. If travel is not involved, approval may be given in memorandum form.
3. Responsibilities of Approving Authorities.
    - a. The officials authorized in Part 3 of this Manual (and PHS agency supplements thereto) to enter into an agreement with a state/NPI for the detail of PHS personnel are responsible for:
      - (1) Determining whether the detail is one which can be justified in terms of PHS needs and interests;
      - (2) Determining, in consultation with the Director, CPOD, whether personnel are available for detail and, if replacements would be required;
      - (3) Negotiating the terms of the personnel agreement with the state/NPI; and
      - (4) Obtaining any required approvals or concurrences within PHS prior to signing the agreement.
    - b. The Director, CPOD, is responsible for:
      - (1) Advising the official who is negotiating the personnel agreement on the following:
        - (a) The availability of personnel, and
        - (b) The points to be covered in the personnel agreement;
      - (2) Ensuring that officers who are detailed are advised of their entitlements and responsibilities;
      - (3) Ensuring that a personnel agreement has been negotiated, where required, before action is taken to effectuate a detail; and
      - (4) Taking whatever personnel actions are required while the officer is on detail.

EXHIBIT I  
PROTOTYPE PERSONNEL AGREEMENT: REIMBURSABLE  
DETAIL TO A STATE/NPI

Pursuant to 42 U.S.C. 215, the Public Health Service (PHS) and [enter name of state/NPI] hereby enter into an agreement for the detail of [enter name, grade, title, and Social Security Number of the officer], [enter location and name of state agency/NPI].

I. JUSTIFICATION FOR THE DETAIL.

- A. The reason(s) for the state/NPI's request for this detail is (are) as follows:
- B. The reason(s) for the Public Health Service's approval of this detail is (are) as follows:
- C. The specific objectives of this detail are as follows:

II. POSITION DATA AND SUPERVISION.

- A. The officer is to be assigned to the position of [enter position title] in the [enter state agency/NPI] at [enter mailing address of the officer].
- B. The Federal official who will exercise general administrative supervision over the officer while on detail is [enter name, title of position, organization, and business address]. This official will be known as the Federal supervisor.
- C. The state/NPI official who will be responsible for the day-today supervision of the officer while on detail is [enter name, title of position, organization, and business address]. This official will be known as the non-Federal supervisor.
- D. The duties of the officer will be as follow: (give brief description of the duties).

III. REIMBURSABLE COSTS.

- A. The following expenses incident to the employment and travel of the officer will be paid by PHS directly to the officer, and the state/NPI agrees to reimburse PHS for the costs thereof in the manner prescribed in Section VIII:

## EXHIBIT I (continued)

1. Pay and allowances, including base pay, quarters and subsistence allowances, special pays, continuation pay, longevity increases and periodic pay increases in accordance with Title 37, United States Code.
2. 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 Travel Regulations of the Uniformed Services. (Travel and transportation expenses incurred as a result of travel directed by the state/NPI will be paid by the state/NPI under state/NPI laws, regulations, and procedures.)
3. All costs involving annual leave earned but not used while on detail.
4. The Federal Government's share of costs for Servicemen's Group Life Insurance (SGLI), Federal Employees Group Life Insurance (FEGLI), if applicable, and Social Security coverage.

## IV. CONTINGENCY EXPENSES.

- A. If any of the following events should occur while the officer is on detail, the expenses indicated will be defrayed by PHS, [enter responsible PHS program].
  1. In the event of the death of the officer, expenses for:
    - a. Transportation of dependents and shipment of household goods and personal effects to a place selected by the officer's survivors.
    - b. Burial, including transportation of remains to place of interment.
    - c. Six month's pay death gratuity.
    - d. Lump-sum leave payment for earned but unused Federal annual leave not covered by Section III.A.3., above.
  2. In the event of the death of a dependent, transportation of the dependent's remains to the place of interment.
  3. In the event of separation or retirement, expenses for lump-sum payment for earned but unused Federal annual leave not covered by Section III.A.3., above.

## EXHIBIT I (continued)

4. In the event of illness, any necessary transportation between hospitals.

## V. RIGHTS AND BENEFITS.

- A. Hours of duty are to be determined by the state/NPI.
- B. The officer is entitled to annual and sick leave in accordance with Federal law (42 U.S.C. 210-1), regulations and policies. Sick leave is granted as needed. The officer has [enter number of days of annual leave] days of annual leave to his/her credit on [enter date]. The officer's leave accrues at the rate of two and one-half days per month and can be used at any time thereafter; except, that any leave in excess of 60 days on December 31 of any year is lost.

Annual and sick leave will be approved by the non-Federal 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 Federal supervisor. The non-Federal supervisor will promptly report to the Federal supervisor, on Form PHS-1345, leave approved and used. The officer will normally be excused from duty on all Federal holidays without charge to annual leave unless such holiday falls within a period of approved annual leave, and may be excused from duty on a state or local holiday without charge to leave, unless such holiday falls within a period of approved annual leave.

"Station leave" (i.e., leave of less than a full workday) may be granted without charge to annual leave by the non-Federal supervisor orally or in writing.

The Federal supervisor will forward all reports of sick leave (on Form PHS-1345) to the following address:

Chief  
Medical Branch  
Commissioned Personnel Operations Division  
Office of Personnel Management  
Office of Management, PHS  
Room 4-35, Parklawn Building  
5600 Fishers Lane  
Rockville, Maryland 20857

In addition, the officer will promptly provide, to the above address, specific information concerning each incidence of serious illness, protracted sick leave, and any hospitalization.

## EXHIBIT I (continued)

- C. The 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.
- D. The period of detail is creditable for purposes of basic pay based on years of service.
- E. The 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 Veterans Administration (VA).
- F. An officer's coverage under PHS retirement provisions continues while on detail.
- G. A determination about coverage under the Federal Tort Claims Act (28 U.S.C. 2671-2680; 1346(b)) and the Hold Harmless Section of the Emergency Health Personnel Act (42 U.S.C. 233(f)) will be made on a case basis as claims or suits arise.
- H. The state/NPI agrees to reimburse the officer for any professional licensure fees when such a license is required by the state/NPI for the performance of its work.

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

- A. The rules and policies governing the internal operation and management of the state/NPI to which detailed will apply to the officer.
- B. Federal laws relating to conflicts of interest (18 U.S.C. 203, 205, 207, 208, and 209) shall apply to the officer while on detail.
- C. The 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).
- D. The rules and policies of both the Department of Health and Human Services (DHHS) and of the state/NPI governing standards of conduct shall apply to the officer, except that:
  - 1. PHS will be responsible for any disciplinary or adverse action that may be appropriate.

## EXHIBIT I (continued)

2. Requests for approval of outside employment (e.g., writing and editing) shall be submitted to the Federal supervisor, through the non-Federal supervisor, for approval or disapproval in accordance with DHHS regulations and policies.
  3. Unless otherwise specified in this personnel agreement, Federal laws, regulations, and policies will apply in instances where there is a conflict between Federal and state/NPI laws, regulations, and policies.
- E. A report on the efficiency and performance of the detailed officer will be submitted annually or as requested by PHS by the non-Federal supervisor to the Federal supervisor on Form PHS-838, "Commissioned Officers' Efficiency and Progress Report" (COEPR).
- F. The officer will promptly report any change in dependency status affecting his/her rate of pay and allowances to the following address:

Compensation and Benefits Branch/PA  
Commissioned Personnel Operations Division  
Office of Personnel Management  
Office of Management, PHS  
Room 4-35, Parklawn Building  
5600 Fishers Lane  
Rockville, Maryland 20857

## VII. PERIOD OF THE DETAIL.

- A. This detail is for a period of [enter length of detail], beginning [enter date] (the period may not exceed two years).
- B. The period of the detail may be extended for a specified period or the agreement otherwise modified upon the mutual agreement of both parties and the officer concerned.
- C. This agreement may be terminated by mutual consent of both parties, with reasonable notice to the officer concerned, or upon 60 days notice in writing by either party of its intention to terminate the agreement.

EXHIBIT I (continued)

VIII.      METHOD OF REIMBURSEMENT.

- A.      PHS will bill the [enter name of state/NPI agency] on a quarterly basis for expenses incurred in the preceding quarter for the items covered in this agreement. (See Exhibit V for a sample of a memorandum to use for this purpose.)
  
- B.      Bills will be submitted to [enter title of state/NPI official, organization, and address].

IX. ESTIMATED ANNUAL COST.

Costs to be Reimbursed to PHS by the State/NPI:

Pay and allowances	\$ _____
State/NPI's share of costs for SGLI, FEGLI, and Social Security	\$ _____
Travel and Transportation	\$ _____
TOTAL	\$ _____

APPROVED:

FOR THE STATE/NPI

FOR THE PUBLIC HEALTH SERVICE

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

FOR THE PROGRAM

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

EXHIBIT II  
PROTOTYPE PERSONNEL AGREEMENT: LEAVE WITHOUT  
PAY (LWOP) DETAIL TO A STATE/NPI

Pursuant to 42 U.S.C. 215, the [enter PHS agency], Public Health Service (PHS), and the [enter state agency and state/NPI], hereby enter into an agreement for leave without pay (LWOP) for [enter name, grade, title, and Social Security Number of the officer], [enter PHS organizational and geographic location] and detail to the [enter name and location of state agency/NPI].

I. JUSTIFICATION FOR THE LWOP DETAIL.

- A. The reason(s) for the state/NPI's request for this LWOP detail is (are) as follows:
- B. The reason(s) for the Public Health Service's approval of this LWOP detail is (are) as follows:
- C. The specific objectives of this LWOP detail are as follow:

II. POSITION DATA AND SUPERVISION

- A. The officer is to be assigned to the position of [enter position title] in the [enter organizational work-unit] at [enter work location and mailing address of the officer].
- B. The Federal official who will exercise administrative supervision over the officer while on LWOP detail is [enter name, title of position, organization, and business address]. This official will be known as the Federal supervisor.
- C. The officer will be directly responsible to [enter name, title of position, organization, and business address of the state/NPI official directly responsible for the day-to-day supervision of the officer]. This officer will be known as the non-Federal supervisor.
- D. The duties of the officer will be as follows: (give brief description of the duties).

III. EXPENSES PAYABLE BY THE STATE/NPI.

- A. Compensation, including allowances, will be paid by the state/NPI in accordance with state/NPI regulations and procedures in the annual amount of \$ [enter amount], effective [enter date]. The state/NPI will be responsible for tax deductions on the salary it pays the

## EXHIBIT II (continued)

officer. If there is a change in the rate of state/NPI compensation, the state/NPI will immediately notify the following office:

Compensation and Benefits Branch/PA  
Commissioned Personnel Operations Division  
Office of Personnel Management  
Office of Management, PHS  
Room 4-35, Parklawn Building  
5600 Fishers Lane  
Rockville, Maryland 20857

- B. Overtime or other premium pay, if any, will be paid by the state/NPI under its regulations and procedures and will be based on the state/NPI salary.
- C. Travel and transportation expenses incurred as a result of travel directed by the state/NPI will be paid by the state/NPI, in accordance with state/NPI regulations and procedures.
- D. A lump-sum leave payment will be made by the state/NPI for leave earned but not used while on LWOP. (Include only if state/NPI regulations and procedures permit such payment.)

## IV. EXPENSES PAYABLE BY PHS.

- A. The following expenses incident to the individual's employment with the state/NPI will be paid by PHS directly to, or on behalf of, the officer.
  - 1. The expenses of travel of the officer and transportation of his/her dependents, household goods and personal effects to and from the place of detail will be paid by PHS in accordance with the provisions of the Joint Travel Regulations of the Uniformed Services (hereinafter JTR).
  - 2. The Federal Government's share of costs for the officer's coverage under Servicemen's Group Life Insurance (SGLI) and/or Federal Employees Group Life Insurance (FEGLI) will be paid by PHS in accordance with applicable Federal statutes.
  - 3. In the event of separation from PHS or retirement while on LWOP, PHS will pay for travel, transportation of dependents and shipment of household goods and personal effects to the officer's home in accordance with the JTR.

## EXHIBIT II (continued)

- B. (And if appropriate: The state/NPI agrees to reimburse PHS for the costs of [enter costs to be reimbursed].) Note, any or all of these expenses may be identified for reimbursement by the state/NPI.

## V. RIGHTS AND BENEFITS.

- A. The officer is entitled to utilize accumulated annual and sick leave in accordance with state/NPI regulations and procedures, but not to exceed entitlement under Federal law (42 U.S.C. 210-1). Leave will accrue at the rate of [enter number of hours of annual leave] hours of annual leave per [enter time period] and [enter number of hours of sick leave] hours of sick leave per [enter time period].

The officer's Federal leave balance is frozen as of the date prior to entry into LWOP status. However, an officer who enters LWOP status with more than 60 days of annual leave to his/her credit will have his/her leave balance reduced to 60 days on December 31 if he/she continues to be in LWOP status on that date.

Upon the officer's return to duty with PHS, his/her Federal leave account will be reopened.

- B. The officer's share of costs for coverage under SGLI and/or FEGLI must be paid by him/her each quarter to the address indicated in Section III.A., above.
- C. The period of LWOP is creditable for meeting the length of service requirements for longevity increases in the Federal Government. These increases will be authorized when due even though the officer is on LWOP.
- D. The officer is not covered by Social Security as a result of Federal status while on LWOP. (Include statement concerning coverage, if any, as result of employment by the state/NPI.)
- E. The officer's entitlement to post exchange and commissary privileges at facilities of the Armed Forces and medical care for self and dependents continues while on LWOP. Likewise, an LWOP detail is creditable service in determining eligibility for benefits administered by the Veterans Administration (VA).
- F. An officer's coverage under PHS retirement provisions continues while on LWOP.
- G. If any of the following events should occur while the officer is on LWOP, the expenses indicated will be paid by [enter responsible PHS program], PHS.

## EXHIBIT II (continued)

1. In the event of the death of the officer, expenses for:
    - a. Transportation of dependents and shipment of household goods and personal effects to a place selected by the officer's survivors.
    - b. Burial, including transportation of remains to place of interment.
    - c. Six months' pay death gratuity.
    - d. Lump-sum leave payment for Federal leave, not to exceed 60 days, to the officer's credit upon entry into the LWOP detail.
  2. In the event of the death of an officer's dependent, transportation of the dependent's remains to the place of interment.
  3. In the event of separation or retirement, expenses for lump-sum payment for earned but unused Federal annual leave.
  4. In the event of illness, any necessary transportation between hospitals.
- H. A determination about coverage under the Federal Tort Claims Act (28 U.S.C. 2671-2680; 1346(b)) and the Hold Harmless Section of the Emergency Health Personnel Act (42 U.S.C. 233(f)) will be made on a case basis as claims or suits arise.
- I. The state/NPI agrees to reimburse the officer for any professional state licensure fees when such license is required by the state/NPI for the performance of its work.

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

- A. The rules and policies governing the internal operation and management of the state/NPI, such as hours of duty, will apply to the officer.
- B. Federal law relating to conflicts of interest (18 U.S.C. 203, 205, 207, 208, and 209) shall apply to the officer while on LWOP detail.
- C. The 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).

## EXHIBIT II (continued)

- D. The rules and policies of both the Department of Health and Human Services (DHHS) and of the state/NPI governing standards of conduct shall apply to the officer, except that:
1. PHS will be responsible for any disciplinary or adverse action that may be appropriate.
  2. Requests for approval of outside employment (e.g., writing and editing) shall be submitted to the Federal supervisor, through the non-Federal supervisor, for approval or disapproval in accordance with DHHS regulations and policies.
  3. Unless otherwise specified in this personnel agreement, Federal laws, regulations, and policies will apply in instances where there is a conflict between Federal and state/NPI laws, regulations, and policies.
- E. A report on the efficiency and performance of the detailed officer will be submitted annually or as requested by PHS by the non-Federal supervisor to the Federal supervisor on Form PHS-838, "Commissioned Officers' Efficiency and Progress Report" (COEPR).
- F. The officer will promptly report any change in dependency status affecting the rate of quarters allowance to the address indicated in Section III.A., above.

## VII. PERIOD OF THE LWOP ASSIGNMENT.

- A. This LWOP detail is for a period of [enter duration of LWOP], beginning [enter date] (the period may not exceed two years).
- B. An LWOP detail may be extended or the agreement otherwise modified upon the mutual agreement of both parties and the officer concerned.
- C. This agreement may be terminated by mutual consent of both parties, with reasonable notice to the officer concerned, or upon 60 days notice in writing presented by one party to the other party of its intention to terminate the agreement.

## VIII. METHOD OF REIMBURSEMENT.

- A. PHS will bill the [enter name of state agency/NPI] on a quarterly basis for expenses incurred in the preceding quarter for the items specified in Section IV.B., above. (See Exhibit V. for a sample memorandum to use for this purpose.)

EXHIBIT II (continued)

B. Bills will be submitted to [enter title of the state/NPI official, organization, and address].

IX. ESTIMATED ANNUAL COST TO PHS.

Federal Government's share of	
costs of SGLI and/or FEGLI	\$ _____
Travel and Transportation	\$ _____
TOTAL	\$ _____

APPROVED:

FOR THE STATE/NPI

FOR THE PUBLIC HEALTH SERVICE

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date)

FOR THE PROGRAM

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date)

## EXHIBIT III

PROTOTYPE PERSONNEL AGREEMENT: GRANT-SUPPORTED  
DETAIL TO A STATE

Pursuant to 42 U.S.C. 215(b), the [enter PHS agency], Public Health Service (PHS), and the state/NPI of [enter name of state/NPI] hereby enter into an agreement for the detail of [enter name, grade, title, organizational location, and Social Security Number of the officer] to the [enter state agency/NPI]. The costs of such detail will be paid by PHS, as specified in Section III., below, in lieu of direct payment to the state/NPI of an equal amount of grant funds allotted to the state/NPI under [enter section of U.S. Code under which the grant is made]. Under 42 U.S.C. 246(g)(2), the state/NPI's allotment of the specified grant funds for fiscal year [enter fiscal year] will be reduced by the costs of the detail covered by this agreement.

## I. JUSTIFICATION FOR THE DETAIL.

- A. The reason(s) for the state/NPI's request for this detail is (are) as follows:
- B. The reason(s) for the Public Health Service's approval of this detail is (are) as follows:
- C. The specific objectives of this detail are as follows:

## II. POSITION DATA AND SUPERVISION

- A. The officer is to be assigned to the position of [enter position title] in the [enter organizational work-unit] at [enter work location and mailing address of the officer].
- B. The Federal official who will exercise administrative supervision over the officer while on detail is [enter name, title of position, organization, and business address]. This official will be known as the Federal supervisor.
- C. The officer will be directly responsible to [enter name, title of position, organization, and business address of the state/NPI official directly responsible for the day-to-day supervision of the officer]. This official will be known as the non-Federal supervisor
- D. The duties of the officer will be as follows: (give brief description of the duties).

EXHIBIT III (continued)

III. COSTS TO BE DEFRAIDED FROM GRANT FUNDS.

A. The following expenses incident to the employment and travel of the officer will be paid by PHS from grant funds withheld from the state/NPI allotment in accordance with the preamble to this agreement:

1. Pay and allowances, including base pay, quarters and subsistence allowances, special pays, continuation pay, longevity increases and periodic pay increases in accordance with Title 37, United States Code.
2. Costs for travel of the officer and transportation of his/her dependents, household goods and personal effects to and from the place of detail in accordance with the Joint Travel Regulations of the Uniformed Services. (Travel and transportation expenses incurred as a result of travel directed by the state/NPI will be paid by the state/NPI under state/NPI laws, regulations, and procedures.)
3. All costs, if any, for annual leave earned but not used while on detail.
4. The Federal Government's share of costs for Servicemen's Group Life Insurance (SGLI), Federal Employees Group Life Insurance (FEGLI), and Social Security coverage.

B. ESTIMATED ANNUAL COST BY WHICH STATE/NPI GRANTS WILL BE REDUCED PURSUANT TO THIS PERSONNEL AGREEMENT:

Pay and allowances	\$ _____
Government's share of costs for SGLI and/or FEGLI, and Social Security coverage	\$ _____
Travel and Transportation	\$ _____
TOTAL	\$ _____

IV. CONTINGENCY EXPENSES.

A. If any of the following events should occur while the officer is on detail, the expenses indicated will be paid by PHS, [enter responsible PHS program].

1. In the event of the death of the officer, expenses for:
  - a. Transportation of an officer's dependents and shipment of household goods and personal effects to a place selected by the officer's survivors.

EXHIBIT I (continued)

- b. Burial, including transportation of remains to place of interment.
  - c. Six months' pay death gratuity.
  - d. Lump-sum leave payment for earned but unused annual leave not covered by Section III.A.3., above.
2. In the event of the death of an officer's dependent, transportation of the dependent's remains to the place of interment.
  3. In the event of separation or retirement, expenses for lump-sum payment for earned but unused annual leave not covered by Section III.A.3., above.
  4. In the event of illness, any necessary transportation between hospitals.

V. RIGHTS AND BENEFITS.

- A. Hours of duty are to be determined by the state/NPI.
- B. The officer is entitled to annual and sick leave in accordance with Federal law (42 U.S.C. 210-1), regulations and procedures. Sick leave is granted as needed. The officer has [enter number of days of annual leave] days of annual leave to his/her credit on [enter date]. Although the 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 in excess of 60 days on December 31 of any year is lost.

Annual and sick leave will be approved by the non-Federal supervisor. Leave records (Form PHS-1345 "Request and Authority for Leave of Absence") will be maintained by the Federal supervisor. The non-Federal supervisor will promptly report to the Federal supervisor, on Form PHS-1345 and Form PHS-31, "Officer's Leave Record," leave approved and used. The officer will be excused from duty on all Federal holidays without charge to annual leave, and may be excused from duty on a state or local holiday without charge to leave.

"Station leave" (i.e., leave of less than a full workday) may be granted by the non-Federal supervisor orally or in writing without charge to annual leave.

## EXHIBIT III (continued)

The Federal supervisor will forward all reports of sick leave (on Form PHS-1345) to the following office:

Chief  
Medical Branch  
Commissioned Personnel Operations Division  
Office of Personnel Management  
Office of Management, PHS  
Room 4-35, Parklawn Building  
5600 Fishers Lane  
Rockville, Maryland 20857

In addition, the officer will promptly provide, to the above office, specific information concerning each incidence of serious illness, protracted sick leave, and any hospitalization.

- C. The officer's coverage under the Servicemen's Group Life Insurance Program (SGLI), Federal Employees Group Life Insurance (FEGLI), and Social Security continues while on detail. The officer's share of costs for coverage will be withheld from his/her pay.
- D. The period of detail is creditable for purposes of basic pay based on years of service.
- E. The 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 Veterans Administration (VA).
- F. An officer's coverage under PHS retirement provisions continues while on detail.
- G. A determination about coverage under the Federal Tort Claims Act (28 U.S.C. 2671-2680; 1346(b)) and the Hold Harmless Section of the Health Emergency Personnel Act (42 U.S.C. 233(f)) will be made on a case basis as claims or suits arise.
- H. The state/NPI agrees to reimburse the officer for any professional state licensure fees when such license is required by the state/NPI for the performance of its work.

## EXHIBIT III (continued)

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

- A. The rules and policies governing the internal operation and management of the state/NPI to which detailed will apply to the officer.
- B. Federal laws relating to conflicts of interest (18 U.S.C. 203, 205, 207, 208, and 209) shall apply to the officer while on detail.
- C. The 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).
- D. The rules and policies of both the Department of Health and Human Services (DHHS) and of the state/NPI governing standards of conduct shall apply to the officer, except that:
  - 1. PHS will be responsible for any disciplinary or adverse action that may be appropriate.
  - 2. Requests for approval of outside employment (e.g., writing and editing) shall be submitted to the Federal supervisor, through the non-Federal supervisor, for approval or disapproval in accordance with DHHS regulations and policies.
  - 3. Unless otherwise specified in this personnel agreement, Federal laws, regulations, and policies will apply in instances where there is a conflict between Federal and state/NPI laws, regulations, and policies.
- E. Report on the efficiency and performance of the detailed officer will be submitted annually by the non-Federal supervisor to the Federal supervisor on Form PHS-838, "Commissioned Officers' Efficiency and Progress Report" (COEPR).
- F. The officer will promptly report any change in dependency status affecting the rate of quarters allowance to the following office:

Compensation and Benefits Branch/PA  
Commissioned Personnel Operations Division  
Office of Personnel Management  
Office of Management, PHS  
Room 4-35, Parklawn Building  
5600 Fishers Lane  
Rockville, Maryland 20857

## EXHIBIT III (continued)

VII. PERIOD OF THE DETAIL.

- A. This detail is for a period of [enter duration of detail], beginning [enter date] (the period may not exceed two years).
- B. The period of the detail may be extended for a specified period or the agreement otherwise modified upon the mutual agreement of both parties and the officer concerned.
- C. This agreement may be terminated by mutual consent of both parties, with reasonable notice to the officer concerned, or upon 60 days' notice in writing presented by one party to the other party of its intention to terminate the agreement.

VIII. APPROVAL.

The undersigned health authority requests PHS to withhold the sums necessary to meet the costs of this agreement as set forth in Section III.B., above.

PHS agrees to detail this officer for the purposes and duration specified in this personnel agreement and to disburse sums withheld from the state/NPI in accordance with the terms specified in this personnel agreement.

FOR THE STATE/NPI

FOR THE PUBLIC HEALTH SERVICE

\_\_\_\_\_  
 (Signature of state/NPI authority and, where appropriate, signature of local health authority)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Date)

FOR THE PROGRAM

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date)

## EXHIBIT IV

SAMPLE MEMORANDUM: INFORMATION FOR OFFICERS  
WHO GO ON AN LWOP DETAIL

TO: (Name of Officer)

FROM:

SUBJECT: Information About Your Responsibilities While on LWOP

During the period of your LWOP, you will receive your pay from the state/NPI by which you will be employed in accordance with state/NPI rules, regulations, and procedures. However, you are entitled to continue your Servicemen's Group Life Insurance (SGLI) and Federal Employees Group Life Insurance (FEGLI), provided you pay your share of the cost.

The quarterly rate of your insurance coverage is \$[enter amount]. It is your responsibility to make these payments each quarter. Your failure to do so will result in loss of coverage.

Checks or money orders should be made payable to the Department of Health and Human Services (DHHS), and sent to the following office:

Compensation and Benefits Branch/PA  
Commissioned Personnel Operations Division  
Office of Personnel Management  
Office of Management, PHS  
Room 4-35, Parklawn Building  
5600 Fishers Lane  
Rockville, Maryland 20857

The first payment must be mailed in time to be received by [enter date] and subsequent payments must be mailed at quarterly intervals thereafter. A memorandum identifying that the check or money order is your share of costs under SGLI and/or FEGLI while you are on LWOP detail must accompany your payment. Always include your Social Security Number.

Your Social Security coverage as a commissioned officer is discontinued while you are on LWOP. (Add a sentence to this paragraph regarding Social Security coverage, if any, as result of employment by the state/NPI.)

Other matters of importance to you are covered in the personnel agreement negotiated between the state/NPI and the Public Health Service (PHS) for your LWOP. A copy of the agreement will be (or has been) given to you. Please read it carefully.

EXHIBIT V

SAMPLE MEMORANDUM: CLAIM FOR REIMBURSEMENT FOR SALARIES AND EXPENSES

PUBLIC HEALTH SERVICE (Operating Agency)

TO:

PAYEE'S NAME: (If different from above)

Under the terms of the agreement entered into on [enter date] between [enter state agency/NPI] and [enter PHS agency] pursuant to the provisions of [enter appropriate section of the U.S. Code to indicate this authority], the [enter PHS agency] bills [enter state agency/NPI] for reimbursable expenses incurred during the period from [enter date] to [enter date] as a result of the reimbursable detail of [enter name(s) of officer(s)].

Costs to be Reimbursed to PHS by the State/NPI:

Table with 2 columns: Expense Category and Amount. Rows include Pay and Allowances, Government Share of (Servicemen's Group Life Insurance (SGLI), Federal Employees Group Life Insurance (FEGLI), Social Security, Travel and Transportation, Other), and TOTAL.

Reimbursement for the above expenses should be made in the form of a check payable to [enter name of PHS agency and add "for deposit to appropriation"]. The check should be sent to [name and address of appropriate official]. Show complete mailing address of the appropriate fiscal office.

Please include a copy of this document with the payment check.

For the (PHS agency)

Signature
Title and PHS Organization
Date