

MANUAL: Personnel
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 Part 2--Commissioned Corps Personnel Administration

DEPARTMENT OF HEALTH AND HUMAN SERVICES
 Public Health Service

Chapter CC23--Staffing
 Subchapter CC23.5--Utilization
 Personnel INSTRUCTION 8--Detail of PHS Commissioned Officers to Federal
 Agencies

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Section A. Purpose and Scope

1. This INSTRUCTION describes the requirements and procedures for the detail of PHS commissioned officers to Federal agencies outside the organizational structure of PHS and the immediate office of the Secretary of Health and Human Services (HHS).

2. This INSTRUCTION does not apply to details to states, nonprofit institutions (NPIs), public international organizations (IOs), or congressional committees. Information concerning details to states/NPIs (including IOs) is contained in Subchapter CC25.3, INSTRUCTION 5, of this Manual. For additional information concerning details to congressional committees, see Subchapter CC25.3, INSTRUCTION 7, of this Manual.

Section B. Authority

The statutory authority for the detail of PHS commissioned officers to Federal agencies is set forth in Section 214(a) of the PHS Act (42 U.S.C. 215(a)). Note that in this INSTRUCTION, U.S. Code citations will be used.

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 Federal agency and the officer's immediate supervisor is employed in that Federal agency, even though the immediate supervisor is another PHS officer or employee on detail to such organization.
 - b. Reimbursable Detail. Any detail arrangement whereby salary, allowances, travel and transportation expenses, or the cost of benefits are paid by PHS to officers on detail but such costs are reimbursed, in whole or in part, by the Federal agency to which the officer is detailed.
 - c. Nonreimbursable Detail. Any detail of an officer to a Federal agency in which the officer's salary, allowances, travel and transportation expenses (except that the Federal agency may pay for travel directed by it), or the cost of benefits are paid from PHS appropriations without reimbursement.
 - d. Federal Agency or Agency. An executive department or agency of the Federal Government outside the organizational structure of PHS and the immediate office of the Secretary of HHS.
 - e. Agency Supervisor. The designated Federal agency official who will be directly responsible for the day-to-day supervision of the officer while the officer is on detail to a Federal agency.
 - f. PHS Supervisor. The designated PHS official who will exercise general administrative supervision over the officer while the officer is on detail to a Federal agency.

- g. Officer or Commissioned Officer. Officers appointed to the PHS Commissioned Corps pursuant to 42 U.S.C. 204.
- h. Public Health Service or Service. The PHS agencies, regional offices, and Office of the Assistant Secretary for Health.

Section D. Details to Federal Agencies
Under 42 U.S.C. 215

- 1. Who Can be Detailed. Under 42 U.S.C. 215(a), PHS officers can be detailed to Federal agencies in order to cooperate in, or conduct work related to, the functions of the Federal agency or PHS.

Within PHS, work related to the functions of PHS 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 and 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 Federal agencies. Specific information relating to reimbursable (fully or partially) and nonreimbursable details is contained in Section D.3., 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 in excess of two years each (see Section E.2., below).
 - 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 personnel 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 agency supervisor. In addition, a PHS supervisor will be designated in each case. The PHS 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, and 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 Federal agency will be paid by the Federal agency in accordance with the JTR.

- 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. 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 (VA) 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 VA.

- h. Survivor Benefits. In the event of the officer's death while on detail, PHS will pay the death gratuity, payment for unused PHS 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 unused PHS 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 PHS leave is not reimbursable. Any lump-sum leave payment for earned but unused Federal agency leave is a responsibility of the Federal agency.

(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 Federal agency 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, active duty in the PHS Commissioned Corps is creditable toward a selective service obligation only if the officer is assigned to PHS, the Coast Guard, the Bureau of Prisons of the Department of Justice, the National Oceanic and Atmospheric Administration, or to assist Indian tribes, groups, bands, or communities pursuant to the Act of August 5, 1954 (68 Stat. 674), as amended (42 U.S.C. 2001 et seq.). The statutes and regulations pertaining to the selective service obligation of PHS commissioned officers on active duty or officers who have formerly served on active duty are prescribed in 50 U.S.C. App. 456(a)(2) and (b)(3), and 32 CFR Part 1622. Should the selective service program authorized under current law be reinstated by Executive Order or regulation, this provision would apply to PHS commissioned officers on active duty or officers who have formerly served on active duty. Therefore, officers who have not met their selective service obligations and who are detailed to Federal agencies other than the agencies specified in the selective service law must be counseled that the period of the detail will not be creditable toward fulfillment of their selective service obligations.
- l. Fees for Licensure. PHS does not have authority to reimburse an officer for fees paid for any professional state license required by the Federal agency incident to the performance of duty for the Federal agency. When such a license is required, the PHS official negotiating the personnel agreement (see Section G., below) should attempt to have the Federal agency 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, 28 U.S.C. 2671-2680; 1346(b). This Act creates Federal Government liability in tort for the negligence of its officers or employees acting in the performance of their duties. PHS commissioned officers detailed to Federal agencies are covered under the Federal Tort Claims Act.

- (2) The Federal Government is exclusively liable in tort for the negligence of its PHS commissioned officers acting in the scope of their duties under two circumstances:
 - (a) Under the Federal Tort Claims Act, 28 U.S.C. 2679(b), while driving a motor vehicle on official duty assignment. This coverage applies as well while assigned or detailed to a Federal agency.
 - (b) Under the Emergency Health Personnel Act, 42 U.S.C. 233, while performing medical, surgical, dental, or related functions, including the conduct of clinical studies or investigations. This coverage applies as well while assigned to a Federal agency if performing those functions in furtherance of PHS objectives as specified in the billet description and the applicable detail or assignment agreement.
- (3) The Federal Government is not liable under the Federal Tort Claims Act, 28 U.S.C. 2680(h), for intentional torts such as libel and slander. PHS commissioned officers have qualified immunity against such suits for such matters arising from the performance of their duties. This applies equally to PHS commissioned officers detailed to Federal agencies.
- (4) Before the protection of the foregoing statutes may be invoked, a determination must be made that the act or activity in question was within the scope of the officer's duties or employment.
- (5) Additional information regarding liability coverage is contained in Subchapter CC29.9, INSTRUCTION 6, of this Manual.

n. Standards of Conduct.

- (1) Regulations and policies of both PHS and the Federal agency 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 PHS supervisor, through the agency supervisor, for approval in accordance with PHS regulations and policies (see 45 CFR 73.735 et seq.).

- (c) Unless otherwise specified in the personnel agreement, PHS laws, regulations, and policies will apply in instances where there is a conflict between PHS and Federal agency 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
 - Attn: MDB ADMINISTRATIVE--CONFIDENTIAL
 - Office of Personnel Management
 - Office of Management, PHS
 - 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 SSCR 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 for Periods in Excess of 20 Weeks. This subsection applies only to details made for periods in excess of 20 weeks.
 - 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, Retention Special Pay, Variable Special Pay, Board Certified Pay, and Incentive Special Pay, 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 agency supervisor. Leave records, Form PHS-1345, "Request and Authority for Leave of Absence," will be maintained by the agency supervisor. The agency supervisor will promptly report to the PHS 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 agency 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. The Federal agency can be required to pay the PHS share of costs for such coverage(s).

- d. Survivor Benefits. PHS can require reimbursement from the Federal agency for the death gratuity, payment for unused PHS 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 Federal agency 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 Federal agency for these costs.
 - g. COEPRs. COEPRs on the officer will be submitted annually to Commissioned Personnel Operations Division (CPOD), Office of Personnel Management (OPM), Office of Management (OM), PHS, by the PHS supervisor (rating officer), in consultation with the agency 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. Details For 20 Weeks or Less. This subsection applies to details made to Federal agencies for 20 weeks or less.
- a. General. Details can be made on a reimbursable or nonreimbursable basis. Personnel agreements, as such, are not required. However, for reimbursable details, a memorandum of agreement between the PHS component and the Federal agency 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 of such matters as the following:
 - (1) Hours of duty (to be determined by the Federal agency);
 - (2) Method for obtaining approval and reporting annual and sick leave (see Section D.3.c., above.); and
 - (3) Name and title of the officer's agency 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 Federal agency 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 the Assistant Secretary for Health (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 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 Federal agency in its request for detail of PHS commissioned officers, or should be obtained from the Federal agency prior to the development of the personnel agreement:

- a. Purpose(s) of the detail;
- b. Reason(s) for requesting PHS 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), or nonreimbursable;
- g. Name and position title of the agency supervisor;
- h. Rate of compensation and allowances to be paid by the Federal agency, if any; and
- i. Travel and transportation allowances, if any, payable by the Federal agency 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. Extension of Detail. For an extension to be considered, the following must be submitted to the Director, Commissioned Personnel Operations Division, Office of Personnel Management, Office of Management, PHS, Room 4-35, Parklawn Building, 5600 Fishers Lane, Rockville, Maryland 20857:
 - a. A written justification for continuance from the Federal agency to which the officer is detailed;
 - b. A written concurrence from the officer; and
 - c. A Form PHS-1662, "Request for Personnel Action--Commissioned Officers," from the officer's sponsoring component.
3. Routing of Request or Proposal. Within PHS, the request or proposal will be routed to the appropriate official authorized to enter into agreements with Federal agencies for the detail of PHS commissioned officers. (See Section H.)

Section F. Personnel Agreements

1. Purpose. Personnel agreements are required for reimbursable (fully and partially) and nonreimbursable details of periods in excess of 20 weeks. 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 Federal agency.
2. Prototype Personnel Agreements. There is no requirement that personnel agreements follow a specific format. However, Exhibits I and II of this INSTRUCTION provide prototypes to be used as a guide 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, when 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 Federal agency is requesting or proposing PHS assistance and why PHS considers it justified;

- 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 when one agreement covers the detail of more than one officer.);
- f. Information about the work to be performed in the Federal agency (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 PHS supervisor;
- h. Position title, organizational location, and address of the agency 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 agency supervisor will forward, through the PHS 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 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
- m. A statement about the extent to which the rules and policies governing the internal operation and management of the Federal agency, 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 PHS and the Federal agency are to apply to the officer and that, where there is conflict between PHS and Federal agency policies, PHS policies will prevail except when 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 PHS supervisor, through the agency supervisor, for approval or disapproval in accordance with PHS 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) Federal agency 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) PHS supervisor;
 - (2) Agency supervisor;
 - (3) Officer concerned (when 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 of Administrative Costs. Before taking action to effect the detail of an officer to a Federal agency, 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 Federal agency 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. Personnel orders are required for the following actions:
 - (1) Detail an officer to a Federal agency for a period in excess of 20 weeks;
 - (2) Extend a detail originally made for 20 weeks or less to a period in excess of 20 weeks; and
 - (3) Terminate a detail which was effected by a personnel order.
 - b. Actions for Which Personnel Orders Are Not Required. Personnel orders are not required for a detail of an officer to a Federal agency 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. Any change in entitlement to compensation or allowances while on detail will be authorized in personnel orders in the normal manner. In addition, the appropriate statutory authority will be cited (e.g., " [enter name of officer] detailed to [enter name of Federal agency] under authority of Section 214(a) of the PHS Act (42 U.S.C. 215(a)), 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., "Reimbursable detail to [enter name of Federal agency] under authority of Section 214(a) of the PHS Act (42 U.S.C. 215(a)."). Additional information concerning the use and completion of Form PHS-1662 is contained in Subchapter CC23.6, INSTRUCTION 2, of this Manual. Exhibit I of that INSTRUCTION contains examples of how Form PHS-1662 is to be completed for reimbursable and nonreimbursable 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 F.5.1., 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 in Excess of 20 Weeks.

- a. Personnel Agreements. The authority to detail PHS commissioned officers to a Federal agency for a period of more than 20 weeks has been delegated by ASH, through administrative channels, to the Director, CPOD.
- b. Personnel Orders. Personnel orders effecting details of more than 20 weeks under 42 U.S.C. 215(a) will be approved by the Director, CPOD.

2. Details of 20 Weeks or Less.

- a. 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 or nonreimbursable details for 20 weeks or less may indicate 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 Federal agency 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 a replacement would be required;
 - (3) Negotiating the terms of the personnel agreement with the Federal agency; 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, when 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 FEDERAL AGENCY

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

I. JUSTIFICATION FOR THE DETAIL.

- A. The reason(s) for the Federal agency's request for this detail is (are) as follows:
- B. The reason(s) for PHS'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 Federal agency] at [enter mailing address of the officer].
- B. The PHS official who will exercise general administrative supervision over the officer while on detail is [enter name, position title, organization, and business address]. This official will be known as the PHS supervisor.
- C. The Federal agency official who will be responsible for the day-to-day supervision of the officer while on detail is [enter name, position title, organization, and business address]. This official will be known as the agency supervisor.
- D. The duties of the officer will be as follows: (give brief description of the duties).

III. REIMBURSABLE COSTS.

The following expenses incident to the employment and travel of the officer will be paid by PHS directly to the officer, and the Federal agency agrees to reimburse PHS for the costs thereof in the manner prescribed in Section VIII:

- A. Pay and allowances, including base pay, quarters and subsistence allowances, special pays, continuation pay, longevity increases and

EXHIBIT I (continued)

periodic pay increases in accordance with Title 37, United States Code.

- B. 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 (JTR). (Travel and transportation expenses incurred as a result of travel directed by the Federal agency will be paid by the Federal agency in accordance with the JTR.)
- C. All costs involving annual leave earned but not used while on detail.
- D. 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.

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

- 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) Six months' pay death gratuity.
 - (4) Lump-sum leave payment for earned but unused PHS annual leave not covered by Section III.A.3., above.
- B. In the event of the death of an officer's dependent, transportation of the dependent's remains to the place of interment.
- C. 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.
- D. In the event of illness, any necessary transportation between hospitals.

EXHIBIT I (continued)

V. RIGHTS AND BENEFITS.

- A. Hours of duty are to be determined by the Federal agency.
- 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 agency 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 PHS supervisor. The agency supervisor will promptly report to the PHS supervisor, on Form PHS-1345, leave approved and used. The officer will 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 agency supervisor orally or in writing.

The PHS 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.

- 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.

EXHIBIT I (continued)

- D. The period of detail is creditable for purposes of basic pay based on years of service.
- E. The officers'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.
- 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 Federal agency agrees to reimburse the officer for any professional licensure fees when such a license is required by the Federal agency 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 Federal agency 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 PHS and of the Federal agency 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 PHS supervisor, through the agency supervisor, for approval or disapproval in accordance with PHS regulations and policies.

EXHIBIT I (continued)

(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 Federal agency 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 agency supervisor to the PHS supervisor on Form PHS-838, "Commissioned Officers' Efficiency and Progress Report."
- 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.

VIII. METHOD OF REIMBURSEMENT.

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

EXHIBIT I (continued)

IX. ESTIMATED ANNUAL COST.

Costs to be Reimbursed to PHS by the Federal Agency:

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

APPROVED:

FOR THE FEDERAL AGENCY

FOR THE PUBLIC HEALTH SERVICE

(Signature)

(Signature)

(Title)

(Title)

(Date)

(Date)

FOR THE COMPONENT

(Signature)

(Title)

(Date)

EXHIBIT II

PROTOTYPE PERSONNEL AGREEMENT:
NONREIMBURSABLE DETAIL TO A FEDERAL AGENCY

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

I. JUSTIFICATION FOR THE DETAIL.

- A. The reason(s) for the Federal agency's request for this detail is (are) as follows:
- B. The reason(s) for PHS'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 Federal agency] at [enter mailing address of the officer].
- B. The PHS official who will exercise general administrative supervision over the officer while on detail is [enter name, position title, organization, and business address]. This official will be known as the PHS supervisor.
- C. The Federal agency official who will be responsible for the day-to-day supervision of the officer while on detail is [enter name, position title, organization, and business address]. This official will be known as the agency supervisor.
- D. The duties of the officer will be as follows: (give brief description of the duties).

III. COSTS.

All costs for the officer's detail, unless otherwise indicated, will be paid in full by PHS.

EXHIBIT II (continued)

IV. CONTINGENCY EXPENSES.

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

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) Six months' pay death gratuity.
- (4) Lump-sum leave payment for earned but unused PHS annual leave not covered by Section III.A.3., above.

B. In the event of the death of an officer's dependent, transportation of the dependent's remains to the place of interment.

C. In the event of separation or retirement, expenses for lumpsum payment for earned but unused PHS annual leave not covered by Section III.A.3., above.

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

V. RIGHTS AND BENEFITS.

A. Hours of duty are to be determined by the Federal agency.

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.

EXHIBIT II (continued)

Annual and sick leave will be approved by the agency 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 PHS supervisor. The agency supervisor will promptly report to the PHS supervisor, on Form PHS-1345, leave approved and used. The officer will 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 agency supervisor either orally or in writing.

The PHS 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.

- 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.
- F. An officer's coverage under PHS retirement provisions continues while on detail.

EXHIBIT II (continued)

- 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 Federal agency agrees to reimburse the officer for any professional licensure fees when such a license is required by the Federal agency 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 Federal agency 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 PHS and of the Federal agency 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 PHS supervisor, through the agency supervisor, for approval or disapproval in accordance with PHS regulations and policies.
 - (3) Unless otherwise specified in this personnel agreement, PHS laws, regulations, and policies will apply in instances where there is a conflict between PHS and Federal agency 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 agency supervisor to the PHS supervisor on Form PHS-838, "Commissioned Officers' Efficiency and Progress Report."

EXHIBIT II (continued)

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.

VIII. ESTIMATED ANNUAL COST TO PHS.

Costs Paid by PHS :

Pay and allowances	\$ _____
Costs for SGLI, FEGLI, and Social Security	\$ _____
Travel and Transportation	\$ _____
TOTAL	\$ _____

APPROVED:

FOR THE FEDERAL AGENCY

 (Signature)

 (Title)

 (Date)

FOR PHS

 (Signature)

 (Title)

 (Date)

EXHIBIT II (continued)

FOR THE COMPONENT

(Signature)

(Title)

(Date)

EXHIBIT III

SAMPLE MEMORANDUM: CLAIM FOR REIMBURSEMENT FOR SALARIES AND EXPENSES

PUBLIC HEALTH SERVICE
(Operating Component)

TO:

PAYEE'S NAME: (If different from above)

Under the terms of the personnel agreement entered into on [enter date] between [enter Federal agency] and [enter PHS component] pursuant to the provisions of 42 U.S.C. 215(a), the [enter PHS component] bills [enter Federal agency] 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 Federal Agency:

Pay and Allowances	\$ _____
PHS Share of:	
Servicemen's Group Life Insurance (SGLI)	\$ _____
Federal Employees Group Life Insurance (FEGLI)	\$ _____
Social Security	\$ _____
Travel and Transportation	\$ _____
Other	\$ _____
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 [enter 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 COMPONENT

Signature

Title and PHS Organization

Date

EXHIBIT IV

SAMPLE MEMORANDUM: SELECTIVE SERVICE OBLIGATIONS

TO: (Name of Officer)

FROM:

SUBJECT: Information About Your Selective Service Obligation

Under the Military Selective Service Act of 1967, as amended, active duty in the PHS Commissioned Corps is creditable toward a selective service obligation only if the officer is assigned to PHS, the Coast Guard, the Bureau of Prisons of the Department of Justice, the National Oceanic and Atmospheric Administration, or to assist Indian tribes, groups, bands, or communities pursuant to the Act of August 5, 1954 (68 Stat. 674), as amended (42 U.S.C. 2001 et seq.). The statutes and regulations pertaining to the selective service obligation of PHS commissioned officers on active duty or officers who have formerly served on active duty are prescribed in 50 U.S.C. App. 456(a)(2) and (b)(3), and 32 CFR Part 1622.

Therefore, if you have less than 24 months of active duty as a PHS commissioned officer in a PHS agency, or on a detail to the Coast Guard, the Bureau of Prisons, the National Oceanic and Atmospheric Administration, or on an assignment to an Indian tribe, group, band, or community, you should understand that the period of this detail will not be counted towards fulfillment of your selective service obligations.

I hereby certify that I have been counseled on the above regarding my selective service obligations.

Signature of Officer

Date

After signing, forward this memorandum to 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