

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-to-day 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:

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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.

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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.

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- 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.

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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.

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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)