

HUMAN RESOURCES MANUAL
Instruction 300-3: Detail of Employees
Issuance Date: 05/09/2008

Material Transmitted:

Department of Health and Human Services (HHS) Instruction 300-3, Detail of Employees dated 05-09-2008.

Material Superseded:

HHS Instruction 300-3, Detail of Employees dated, 22 February, 1996.

Background:

This Instruction has been updated from a delegation of authority only to a full instruction that identifies roles and responsibilities, coverage and exclusions, and reporting requirements. It also provides sample reimbursement and non-reimbursement agreements and incorporates guidelines for details of non-SES employees to SES positions and SES members to unclassified duties.

The instruction also provides a reminder for adherence to the legal restrictions on augmenting appropriations that must be considered prior to approval of a detail.

This issuance is effective immediately. Implementation under this issuance must be carried out in accordance with applicable laws, regulations, bargaining agreements, and Departmental policy.

Antonia T. Harris
Deputy Assistant Secretary for Human Resources

INSTRUCTION 330-3

SUBJECT: DETAIL OF EMPLOYEES

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Exhibit A: Sample Non-reimbursable Detail Agreement

Exhibit B: Sample Reimbursable Detail Agreement

300-3-00 PURPOSE

This policy provides guidance concerning the requirements and procedures applicable to details of personnel within, to, and from the Department of Health & Human Services (HHS).

300-3-10 REFERENCES

- A. 5 USC 3341 (law- details within a Executive agencies or Department of Defense)
- B. 31 USC 1301 (law – appropriation restrictions on assignment of employees)
- C. 31 USC 1535 (law –assignment of employees between executive branch departments and agencies)
- D. 21 Comp. Gen., B-211373, March 20, 1985 (non-reimbursable details)
- E. Civil Service Rules 6.5 (detail of excepted employees)
- F. 42 USC 215 (law – detail of PHS personnel)
- G. 5 CFR 300 Subpart C – Detail of Employees

300-3-20 DEFINITIONS

- A. Career appointee. An employee whose appointment is made through competitive selection requirements, having entitlements, and under no time limitations.
- B. Career Reserved positions. Positions are designated Career Reserved if they must always be filled by a *career* appointee to ensure the impartiality or the public's confidence in the impartiality of the government. They may include positions in adjudication and appeals, audit and inspections, civil or criminal law enforcement and compliance, contract administration and procurement, grants administration,

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investigation and security, tax liability, certain scientific or other highly technical or professional positions, or selected positions so designated.

- C. Detail. The temporary assignment of an employee to another position, within or outside the Department, for a specified time period. The expectation is that the employee will return to their official position of record upon expiration of the detail. For purposes of pay and benefits, the employee continues to encumber the position from which detailed.
- D. General positions. May be filled by a career, noncareer (not selected under competitive selection procedures), or limited appointee (non-renewable appointment for up to 3 years.)
- E. Non-reimbursable detail. A detail of an employee on a temporary basis between executive departments and agencies when the salary is payable from the appropriation of the losing department or agency. (See Exhibit A)
- F. Reimbursable detail. A detail of an employee on a temporary basis between executive departments and agencies when the salary is payable on a reimbursable basis from the appropriation of the gaining department or agency to which the employee is detailed. (See Exhibit B)

300-3-30 COVERAGE AND EXCLUSIONS

- A. Coverage. This policy is applicable to all full-time and part-time employees in both the competitive and excepted service, regardless of the authorities under which they are appointed, except as described below in paragraph B of this section.
- B. Exclusions. This guidance does not cover authorization of details for:
 - 1. Administrative Law Judges (5 USC 3344);
 - 2. PHS Commissioned Corps officers (42 USC 215);
 - 3. Employees of non-federal organizations who are assigned to HHS organizations under contractual agreements;
 - 4. Details to International Organizations and or Foreign Governments (5 USC 3343) and (5 CFR 352.304);
 - 5. Details to the Legislative and Judicial Branches, or the Executive Office of the President (3 USC 112);
 - 6. Details under the Intergovernmental Personnel Act of 1970 (5 USC 3372-3374; and 5 CFR Part 334);

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7. Details between HHS and a non-Federal organization under Section 214 of the PHS Act, as amended; and
 8. Assignments of excepted employees, other than those with Schedule A or VRA appointments, to competitive service positions (5 CFR 6.5).
- C. When provisions of a negotiated labor management agreement differ from the procedures in this policy, the agreement takes precedence for those employees covered by the negotiated labor management agreement.

300-3-40 RESPONSIBILITIES

- A. Office of Human Resources (OHR) is responsible for:
1. Updating and maintaining this policy;
 2. Consulting with management officials on all details outside or to HHS.
- B. Operating Divisions (OPDIVs) are responsible for:
1. Approving details of employees to other Federal departments or agencies;
 2. Establishing a written agreement for the detail of an HHS employee to another Federal Department and agency. This is also a requirement when detailing an employee of another Federal department or agency to HHS;
 3. Preparing and submitting a Request for Personnel Action (SF-52) along with the written agreement to the operating Human Resources organization (OHRO) to officially document the detail. The request must also include the appropriate *classified* position description or annotated unclassified duties to be performed.
 4. Approving, preparing and submitting an SF-52 and the appropriate justification when an extension is required. Extensions should be submitted well in advance of the expiration date.
 5. Consulting with the Office of the General Counsel when preparing Departmental agreements to detail an employee.
- C. Operating Human Resources organizations (OHROs) are responsible for:
1. Reviewing and approving the justification for the detail;
 2. Ensuring that each HHS employee detailed outside the Department is counseled on Conflict of Interest issues by a Deputy Ethics Counselor prior to the assignment.
 3. Ensuring that all details meet legal and regulatory requirements, including local merit promotion regulations and provisions contained in collective bargaining agreements;
 4. Ensuring details are documented in the employee's Official Personnel Folder (OPF).

300-3-50 LEGAL RESTRICTIONS ON AUGMENTING APPROPRIATIONS

A federal agency may use its appropriated funds only for the purposes for which they were appropriated. In addition, an agency may not augment its appropriations from outside sources without specific statutory authority. Under these principles of appropriations law, an agency may not detail its employees to another agency on a non-reimbursable basis, absent express statutory authority. An unauthorized non-reimbursable detail results in the loaning agency using its appropriated funds to pay for the salary and expenses of an employee who is performing work unrelated to its functions, a violation of the purpose statute, 31 USC § 1301 (a), and improperly augments the receiving agency's appropriation by the amount paid by the loaning agency. There are three recognized exceptions to the prohibition on non-reimbursable details, as provided by Section 300-3-70(F) of this Instruction.

300-3-60 DETAILS WITHIN HHS

- A. Details of non-SES employees to non-SES positions are covered by local merit promotion plans and bargaining agreements and must be documented if they will exceed 30 days. Please refer to local plans and agreements for *specific policy guidelines*.
- B. Details of non-SES employees to SES positions. The Civil Service Reform Act established the Senior Executive Service as totally separate from the competitive and excepted services. Therefore, details of non-SES employees to SES positions and details of SES employees to non-SES positions should be kept to an absolute minimum and strictly controlled. Non-SES employees may be detailed to SES positions with the following provisions:
 - 1. Only a career or career-type non-SES appointee may be detailed to a career reserved position. Any SES appointee or non-SES appointee may be detailed to a general position.
 - 2. An Executive Resources Board (ERB)-approved SES Candidate Development Program participant may be detailed to an SES position for developmental experience for a period not to exceed 120 days if the detail is specified in the participant's ERB-approved individual development plan.
 - 3. Details to SES positions for more than 120 days (but less than 241 days). If an employee is detailed to an SES position for more than 120 days, the agency may:
 - a. Reassign the employee to a temporarily established General Schedule position that is similar to the SES vacancy but without the policy setting or precedent decision-making responsibilities that support the SES-level; or
 - b. Detail to the SES position with a statement of differences which indicates clearly that the policy setting or precedent decision-making duties have been temporarily reassigned to another SES or higher level official or officials, and that the detailee is expected to perform only the operational aspects of the SES position.

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- c. In situations where an SES position may be vacant for an extended period, detail qualified employees on a rotating basis in 120-day increments in order to avoid the appearance of giving unfair advantage in the event that the SES vacancy is later announced.
- 4. Details to SES positions longer than 240 days. OPM approval is required and competitive service merit promotion procedures must be observed when detailing non-SES employees to an SES position for more than 240 days. However, competition is not required if the employee is certified by a Qualifications Review Board (QRB) following successful completion of an SES candidate development program.
- C. Details of SES employees to non-SES positions. Details of SES employees to positions below the SES level are generally considered an inappropriate use of executive talent. Agencies cannot detail an SES member to unclassified duties for more than 240 days. It is not appropriate to detail an SES member to a series of different positions with unclassified duties in order to “restart” the 240-day clock. Therefore, details of SES employees must not exceed the 240 day limit without documented approval.
- D. Restrictions on details to SES positions or details of SES members during a Moratorium: The Civil Service Reform Act of 1978 established a “get acquainted period” during top management transitions. It allows new Presidential and Noncareer appointees to get to know their senior career executives and their skills and expertise. The 120 calendar day moratorium applies to details. The first 60 days of a detail are not counted in calculating the 120 days.

300-3-70 DETAILS BETWEEN EXECUTIVE DEPARTMENTS AND AGENCIES

- A. The decision to detail an HHS employee to another Federal department or agency must be based on the ability of the employee’s office to spare his/her services without detriment to its work and without requiring it to hire additional staff.
- B. A detail of another Federal employee to HHS should be requested only when a fully qualified HHS employee is not readily available to perform the work involved, it is not feasible to employ a qualified person temporarily, or when the circumstances are such that the detail is clearly in the Department’s best interest (e.g., when another personnel action is pending or when the individual has special skills or abilities needed by the OPDIV for a short period).
- C. Details to and from other executive departments or agencies should occur only when they have a direct programmatic relationship to the mission of the OPDIV and are not expected to exceed 180 days. Details may be approved that exceed 180 days; however, should only occur in extraordinary circumstances.
- D. OPDIVs must also consider the importance of and the official HHS interest in the proposed detail.

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- E. OPDIVs are authorized to enter into written agreements in which one or more employees may perform services for another agency for which reimbursement is made.
- F. Details between agencies must be reimbursable except in the following circumstances:
 1. The detail involves a matter related to the loaning agency's appropriation and will aid it in accomplishing the purpose for which appropriations are provided.
 2. The detail is for a brief period and has a negligible impact on the loaning agency's appropriation.
 3. Statutory authority permits a non-reimbursable detail and it is determined that a non-reimbursable detail furthers program objectives.

300-3-80 REPORTING AND ACCOUNTABILITY

- A. Regardless of whether a detail is reimbursable or non-reimbursable, the employee is counted as occupying the position of record in the Full-Time Equivalent/Work Year Civilian Employment Report (SF-113g) of the losing OPDIV.
- B. OHROs must maintain records on incoming and outgoing details. For HHS employees, an SF-52 documenting the detail must be filed in the employee's Official Personnel Folder along with the following information:
 1. Name of detailee;
 2. Organization to which detailed;
 3. Period of detail;
 4. Whether or not the detail was reimbursable;
 5. Duties to be performed during the detail;
 6. The name of the individual who will be responsible for providing time and attendance information to the detailee's supervisor of record.
- C. OPDIVs should submit an SF-52 and supporting information to document any extension 30 days prior to the expiration of the original detail or as soon as they are notified of the need for an extension.
- D. Each OPDIV shall ensure that the designation of any current employee to serve on an acting basis in a position requiring the filing of the Public Financial Disclosure Report, SF-278, where such service is expected to exceed 14 days shall be immediately reported to the Office of the General Counsel, Ethics Division, in order to verify whether the added responsibilities would pose a conflict with the employee's assets, income sources, and affiliations. For temporary acting service of 14 days or less, the official designating the employee to serve in an acting capacity shall obtain a copy of the employee's SF-278, (or the Confidential Financial Disclosure Report, OGE-form 450, if applicable) and review the employee's financial holdings and any outside affiliations with the employee

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to ensure that there is no financial conflict of interest with the duties of the acting position. Any questions concerning possible financial conflicts of interest should be referred to the Office of the General Counsel, Ethics Division.

Exhibit A Sample of a “Non-reimbursable Detail” Agreement

INTERAGENCY AGREEMENT BETWEEN
FOR
NON-REIMBURSABLE DETAIL ASSIGNMENT
BETWEEN
U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES (HHS)
AND
THE U.S. DEPARTMENT OF STATE (DOS)

I. PURPOSE

A. This Memorandum of Agreement (MOA) sets forth the agreement between the DOS and the HHS regarding the non-reimbursable detail of John Doe. The employee will be detailed to the IRMO.

B. For the duration of the detail, the employee will be duty stationed in a temporary duty (TDY) capacity at the U.S. Mission to Iraq. At the conclusion of this detail, the employee will return to HHS.

II. BACKGROUND AND AUTHORITIES

A. The Iraq Reconstruction Management Office (IRMO) is a temporary organization within the State Department whose purpose is to assist with transition in Iraq.

B. Under 5 USC 3161 (c), temporary organizations may receive non-reimbursable details for the purpose of carrying out their duties.

C. The authorities for this detail are National Security Presidential Directive (NSPD) 36, (May 11, 2004)) and 5 USC 3161.

D. In NSPD #36, the President directed the heads of U.S. departments and agencies to provide details on a non-reimbursable basis to accomplish U.S. activities in Iraq.

III. SCOPE OF THE WORK

During the detail John Doe will report to the designated IRMO section chief or the Deputy Director of IRMO, as applicable. The supervisor shall be responsible for developing his work requirements and for rating his performance in accordance with the applicable HHS policies. The Deputy Director or Director of IRMO will review Mr. Doe’s performance, and HHS may also review and comment on both the work requirements and performance review, which will be sent to HHS for inclusion in his official personnel folder.

IV. DURATION OF AGREEMENT

This agreement will become effective when signed by all parties and will last for one year. This MOA may be extended by written agreement of both parties to the period of extension,

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but will not exceed two years. Either party may terminate this agreement by providing 30 days written notice to the other party. This agreement is subject to the availability of funds.

V. RESPONSIBLE OFFICERS

The contact for HHS is:

John Doe, II, Senior Human Resources Specialist
Department of Health and Human Services, Office of the Secretary
200 Independence Avenue, S.W., Room 300E
Washington, DC 20201
Phone: (202) 690-XXXX; Fax: (202) 690-XXX; Email: John.Doe@hhs.gov
The contact for DOS is:

John Doe, III, Program Analyst
Department of State
One Penn Center
2601 North 3rd Street
Harrisburg, PA 17110
Phone: (717) 717-XXXX; Fax: (717) 783-XXXX; Email: John.Doe@dos.gov

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

VI. FUNDS: In FY 2008, it is not anticipated that there will be any cost allocation for this assignment.

VII. RESPONSIBILITIES OF THE PARTIES

A. Time and Attendance for Mr. John Doe, Health Administrator, GS-601-15, \$121,621 will be maintained by the DOS and the HHS. Ms. Jane Doe, the DOS timekeeper, will report Mr. Doe's time and attendance to Ms. Jane A. Doe, the HHS timekeeper, telephone (202) 690-XXXX, facsimile (202) 690-XXXX, on a biweekly basis and will advise the HHS of the type and amount of any leave used during that period.

B. Employee Evaluations. Upon the request by the HHS, using the performance plan issued to Mr. Madison, the DOS will provide in writing a descriptive evaluation of Mr. Doe's performance and submit it to the HHS no later than December 31 of the calendar year or earlier if the detail ends prior to that date.

C. DOS agrees to perform the following additional responsibilities: provide technical and operational support to Mr. Doe for all DOS activities; provide office space and administrative support to Mr. Doe while assigned to DOS.

VIII. OTHER PROVISIONS

Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

Under the Inspector General Act of 1978, as amended, 5 USC App. 3, a review of this agreement may be conducted at any time. The Inspector General of the Department of Health & Human Services, or any of his or her duly authorized representatives, shall have access to any pertinent books, documents, papers and records of the parties to this agreement, whether written, printed, recorded, produced, or reproduced by any mechanical, magnetic or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

Nothing herein is intended to conflict with current HHS or DOS directives. If the terms of this agreement are inconsistent with existing directives of either of the agencies entering into this agreement, then those portions of this agreement which are determined to be inconsistent shall be invalid; but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect.

At the first opportunity for review of the agreement, all necessary changes will be accomplished by either an amendment to this agreement or by entering into a new agreement, whichever is deemed expedient to the interest of both parties.

Deputy Assistant Secretary for Human
Resources
U.S. Department of Health & Human
Services
200 Independence Avenue, S.W.
Washington, DC 20201

Human Resources Director
Department of State
One Penn Center
2601 North 3rd Street
Harrisburg, PA 17110

Exhibit B Sample “Reimbursable Detail” Agreement

INTERAGENCY AGREEMENT
PURSUANT TO THE ECONOMY ACT

THROUGH WHICH THE DEPARTMENT OF DEFENSE (DOD)
IS PURCHASING BIOTERRORISM AND HEALTH PREPAREDNESS SERVICES
FROM THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

I. PARTIES

This document constitutes an agreement between the HHS and the Department of Defense regarding the reimbursable detail of Dr. John Doe.

II. BACKGROUND

DOD has established a workgroup to address specific bioterrorism issues.

This Memorandum of Understanding (MOU) establishes an agreement between the Department of Defense and the Department of Health and Human Services where DOD will pay HHS for the detail of Dr. John Doe, Biologist, GS-401-14, who will assist with biodefense, chemical countermeasures, radiological and nuclear countermeasures, international homeland security issues, standards, social and behavioral sciences relevant to homeland security issues.

Dr. Doe has served as a member of the Homeland Security Council and has assisted with numerous policy decisions that impacts critical infrastructure protection. His expertise will great assist our efforts.

III. AUTHORITY

The authority for DOD and HHS to enter into this agreement is:

The Economy Act, 31 USC § 1535, which provides that an agency may place an order with a major organizational unit within the same agency or another agency for goods or services.

IV. ECONOMY ACT FINDINGS

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

V. RESPONSIBILITIES OF THE PARTIES

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Dr. Doe will be detailed for one year beginning October 1, 2007 to be concluded September 30, 2008. DOD will reimburse HHS all salary costs, travel and administrative costs associated with Dr. Doe's detail.

A. Time and Attendance for Dr. Doe, Biologist, GS-401-14, \$106,331 will be maintained by DOD, Office of the Administrator and the HHS. Ms. Jane Doe the DOD timekeeper will report Dr. Doe's time and attendance to Jayne Doe, the HHS timekeeper, at (202) 690-XXXX, fax (202) 690-XXXX on a biweekly basis and will advise the HHS of the type and amount of any leave used during that period.

B. Employee Evaluations. Upon the request by the HHS, using the performance plan issued to Dr. Doe the DOD will provide in writing a descriptive evaluation of Dr. Doe's performance and submit it to the HHS no later than October 31, 2008.

C. DOD agrees to perform the following additional responsibilities: provide technical and operational support to Dr. Doe for all DOD activities; provide office space and provide administrative support to Dr. Raymond while assigned to DOD.

VI. TRANSFER OF FUNDS

HHS will be reimbursed on a quarterly basis up to the amount of \$32,000.00.

The appropriation out of which DOD will pay for these services is: 96820DRM08. These funds expire on September 30, 2009.

VII. CONTACTS

The contact for HHS is:

Jayne Doe, SR Human Resources Specialist
Department of Health and Human Services, Office of the Secretary
200 Independence Avenue, S.W., Room 300
Washington, DC 20201
Phone: (202) 690-XXXX; Fax: (202) 690-XXXX; Email: Jayne.Doe@hhs.gov

The contact for DOD is:

Jane Doe, Program Analyst
Department of Defense, Office of the Administrator
111 Pennsylvania Avenue
Washington, DC 20201
Phone: (202) 690-XXXX; Fax: (202) 690-XXXX; Email: Jane.Doe@dod.mil

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

VIII. DURATION OF AGREEMENT, AMENDMENTS AND MODIFICATIONS

This agreement will become effective when signed by all parties. The agreement will terminate on September 30, 2008 but may be amended at any time by mutual consent of the parties.

IX. RESOLUTION OF DISAGREEMENTS

Nothing herein is intended to conflict with current HHS or DOD directives. If the terms of this agreement are inconsistent with existing directives of either of the agencies entering into this agreement, then those portions of this agreement which are determined to be inconsistent shall be invalid, but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of the agreement, all necessary changes will be accomplished either by an amendment to this agreement or by entering into a new agreement, whichever is deemed expedient to the interest of both parties.

Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

Deputy Assistant Secretary for Human
Resources
U.S. Department of Health & Human
Services
200 Independence Avenue, S.W.
Washington, DC 20201

Human Resources Director
Department of Defense
111 Pennsylvania Ave, Suite 200
Washington, DC 20201

XI. DETERMINATIONS AND FINDINGS PURSUANT TO 48 CFR 17.503

DOD warrants:

 X that sufficient funding amounts are available;

 X that this agreement is in the best interest of the United States Government; and

 X that the services requested cannot be provided by contract as conveniently or inexpensively by a commercial enterprise.

It has been determined that this Economy Act order:

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does not require contracting action by the servicing agency.

Andrew Edward
Contracting Officer
Department of Defense