



DEPARTMENT OF HEALTH AND HUMAN SERVICES
U.S. PUBLIC HEALTH SERVICE (USPHS) COMMISSIONED CORPS



SPECIAL DUTY PAY (SDP) AGREEMENT
(Privacy Act Notice is on the Second Page)

IDENTIFICATION		CCHQ USE ONLY
NAME (Last, First, Middle Initial)		DATE REC'D. (mm/dd/yyyy)
PHS SERIAL NUMBER	ORGANIZATION	
DUTY PHONE NUMBER	E-MAIL	

LENGTH OF AGREEMENT REQUESTED

I agree to remain on active duty in the USPHS Commissioned Corps with a Special Duty Pay (SDP) obligation for: 12 months.

CONDITIONS OF AGREEMENT

In consideration of a monthly payment of \$ _____ SDP, for which I qualify in accordance with 37 U.S.C. §352, Commissioned Corps Directive (CCD) 151.07, and Commissioned Corps Instruction (CCI) 633.07, I hereby agree to the following:

- A. That I must remain on active duty in the USPHS Commissioned Corps for the period of time specified above in the position/assignment in _____ Category at _____ location for which SDP is approved.
- B. To remain on active duty in the position and location specified in this agreement for the period specified above, commencing on the following date (mm/dd/yyyy): _____. I understand that the effective date of this agreement will be the date determined by procedures set forth by the SG in Personnel Operations Memorandum (POM) 821.90.
- C. That I will not seek a reassignment to another position without the approval of the agency, in the first year of this agreement.
- D. That I hold a current, valid, and unrestricted license if required by CCI 231.01, "General Appointment Standards." (also see CCI 251.01, "Professional Licensure and Certification"), or am a graduate of USUHS currently in a medical internship or residency.
- E. That I am not undergoing, nor do I anticipate undergoing, a Fitness for Duty Determination (FFD).
- F. That I will receive the SDP in equal monthly payments except partial months that are prorated.
- G. That the USPHS Commissioned Corps may terminate this agreement under the conditions outlined in CCI 633.07 (e.g., release/ separation from active duty, failure to maintain the USPHS Commissioned Corps conditions of service requirements, misconduct, or less than satisfactory performance).
- H. That if I am not eligible to receive base pay because of a period of Absence Without Leave (AWOL), then I am not eligible for SDP for the duration of the AWOL, and I am required to repay the prorated portion of any amount paid during the period of AWOL and my obligation will be extended for an equal period of time as the AWOL.
- I. That I may be required to repay an erroneous overpayment or other error in payment in accordance with 37 U.S.C §373.
- J. Payment of SDP will normally commence within 90 days after receipt of the completed agreement in CCHQ or within 90 days after CCHQ receives all necessary supporting documentation.
- K. That this agreement will automatically renew at the end of 12 months as long as the officer meets the criteria in CCI 633.07 and the IHS SDP rate has not changed for the officer's position/category at their location as specified in A.

CERTIFICATION

I certify that I have read and understand CCD 151.07, CCI 633.07, and POM 821.90; and I have read and agree to abide by the terms of those policies and this SDP agreement as stated above, and affirm that the above information is true and correct. Further, I understand that making a false statement or claim against the U.S. Government is punishable by a fine, or imprisonment, or both. 18 U.S.C. § 287; 18 U.S.C. § 1001.

PRINTED NAME _____

SIGNATURE _____	DATE (mm/dd/yyyy) _____
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SUPERVISOR CERTIFICATION

PRINTED NAME _____

SIGNATURE _____	DATE (mm/dd/yyyy) _____
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(continued on next page)

BUDGET OFFICIAL/CERTIFYING OFFICIAL OPERATING DIVISION/PROGRAM CLEARANCE AND APPROVAL

PRINTED NAME

SIGNATURE

DATE (mm/dd/yyyy)

SPECIAL DUTY PAY CERTIFYING OFFICIAL/PROGRAM CLEARANCE AND APPROVAL

PRINTED NAME

SIGNATURE

DATE (mm/dd/yyyy)

**PRIVACY ACT NOTICE PHS COMMISSIONED CORPS
SPECIAL DUTY PAY (SDP) AGREEMENT
(Form PHS-7089)**

GENERAL

This information is provided pursuant to the Privacy Act of 1974 (Public Law 93-579) for PHS commissioned officers applying for SDP.

RECORDS SYSTEM

09-40-0001, "PHS Commissioned Corps General Personnel Records," HHS/PSC/HRS; 09-40-0002, "PHS Commissioned Corps Medical Records," HHS/PSC/HRS; 09-40-0003, "PHS Commissioned Corps Board Proceedings," HHS/ PSC/HRS; 09-40-0004, "PHS Commissioned Corps Grievance, Investigatory and Disciplinary Files," HHS/PSC/HRS; 09-40-0011, "Proceedings of the Board for Correction of PHS Commissioned Corps Records," HHS/PSC/HRS; and 09-90-1402, "HHS Payroll Records," HHS.

AUTHORITY FOR COLLECTION OF INFORMATION

37 U.S.C. §352 (Pay and Allowances of the Uniformed Services); 42 U.S.C. §202 et seq. (PHS Act Sec 201 et seq.); and Executive Order 9397 (Numbering System for Federal Accounts Relating to Individual Persons).

PURPOSE AND USES

The principal purpose for collecting this information is to determine your eligibility for SDP. If you are selected for award of SDP, the information collected will be used for issuance of personnel orders to authorize payment. These records, or information therefrom, may also be provided to other Federal agencies to which USPHS Commissioned Corps officers are assigned. The information also may be used for study purposes and/or collection of statistical data for report to other Federal agencies and the Congress. It may also be used for other lawful purposes including collection of debt owed the Federal Government, law enforcement, and litigation.

EFFECT OF NONDISCLOSURE

You are required to provide the information requested on this agreement to receive SDP. Failure to supply complete and accurate information may result in delays and/or errors in determining eligibility and, therefore, result in late payment or nonpayment, or be cause for refund of pay if you receive a payment based on erroneous information. All statements are subject to verification.