

**EMPLOYEE AGREEMENT TO RECEIVE SPECIAL PAY FOR
PHYSICIANS AND DENTISTS UNDER TITLE 38**

A. NAME	B. SSN	C. Agency
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In consideration of payments of Physician or Dentist Special Pay for which I qualify by the regulations of the Department of Health and Human Services (HHS), I hereby agree:

1. To serve in _____ HHS for one two three, or four years.
(agency, center, division, etc.)
2. That the amount of Special Pay payable to me shall be determined by the Secretary of HHS or his/her designee as prescribed by the HHS regulations. The amount of Special Pay payable under this agreement is \$ _____ per year.
3. That the amount shown in 2., above is subject to adjustment based on DHHS Regulations.
4. That if I elect to enter into a two, three, or four-year contract, the OPDIV Head or his/her designee may limit this agreement to one year.
5. That acceptance of this agreement does not alter the conditions or terms of my employment.
6. That my special pay is based on the duties to which I am assigned and may be adjusted if my duties materially change. Accordingly, this agreement will not preclude nor limit the HHS's right to take corrective or disciplinary actions as may be appropriate.
7. (a) That in the event I voluntarily or because of misconduct fail to complete the years of service specified in Item #1 above, I will refund the percentage of special pay specified below unless the OPDIV Head, or his/her designee, in accordance with prescribed regulations, determines that my failure to complete my agreed period of service is due to circumstances which are beyond my control:
 - i. 100 percent of the special pay received under the agreement if the failure occurs during the first year;
 - ii. 75 percent of the special pay received in the second year if the failure occurs in that year;
 - iii. 50 percent of the special pay received in the third year if the failure occurs in that year;
 - iv. 25 percent of the special pay received in the fourth year if the failure occurs in that year.
- (b) It is further agreed that any amount which I am obligated to refund under (a) of this paragraph will be a debt due to the United States which I hereby agree to pay in full as directed by the Department of Health and Human Services.
8. That the effective date of this agreement and payments pursuant to this agreement will normally commence on the first day of the pay period after the agreement is approved. Note: In unusual circumstances, such payments will commence on a later date.
9. That my special pay under this agreement will terminate when any of the following occur:
 - (a) Cessation of employment with the HHS.
 - (b) Assignment to a materially different position.
 - (c) Completion of agreed period of service or enactment of superseding law.
 - (d) Execution of a superseding agreement.
 - (e) Change of tour of duty to less than quarter time.

Note: Any change from full-time to part-time will cause termination of the full-time special pay factor and the proration of other special pay factors to a maximum of 75 percent of the rate payable for full-time service for those factors.

10. (This section is applicable only to individuals who have signed a contract to serve with the Federal Government in return for payment of all or part of a student loan.) That an amount equivalent to any loan repaid under a Federally supported loan repayment program may reduce the pay for which I would otherwise be eligible under applicable regulations and instructions. That failure to report a repayment contract now in effect or which becomes effective during the period of this agreement may result in my obligation to refund the amount of allowance I have received. I am am not participating in a Federally supported loan repayment program. The amount that has or will be repaid by the loan repayment agreement is: \$ _____ for the period from _____ to _____.
11. That I am subject to outside work activity regulations and agency policies; that requests for outside work activities must be approved in advance under agency procedures; and that any activity that would interfere or conflict with fulfillment of my work obligation to the HHS will be disapproved.
12. That the regulations and policies implementing Title 38 Sections 7431-7438, are incorporated into and made a part of this agreement and I have read these regulations and policies.
13. That the total amount of special pay that I receive under this agreement is subject to deduction for civil service annuity under 5 USC, Chapters 83 and 84. I understand that PSP will be included in the calculation of retirement annuity only upon completion of 15 years of qualifying civilian service. I also understand that crediting of PSP in the calculation of my annuity will be subject to an 8-year phase-in period that will include all periods of employment for which I received PSP.

I understand that if I resign or am separated from the service prior to completion of the 15 year length-of-service requirement, I may be eligible to receive a refund of retirement deductions made. I further understand that if I retire (other than for disability reasons) before completing the 15 years of qualifying service, I will not be eligible for a refund of any part of my retirement deductions. I further understand that if I resign or am separated for reasons other than disability retirement before fulfilling the 15 years length-of-service required for annuity computation, that PSP will not be used in the computation of any annuity due me.

14. That I am board certified in the following medical specialty or specialties:

Specialty: _____ Date of Certification: _____

Secondary or subspecialty: _____ Date of Certification: _____

15. I AGREE TO THE TERMS OF THIS AGREEMENT. *(Signature)* _____ *(Print/Type Name)* _____ *(Date)* _____

PRIVACY ACT NOTIFICATION STATEMENT

Employee Agreement to Receive Special Pay for Physicians and Dentists
under Title 38, Section 7431-7438
(Form HHS-691-1)

General-

This information is provided pursuant to the Privacy Act of 1974 (P.L. 93-593).

Authority for Collection of Information-

P.L. 95-603, Executive Order 9379.

Purpose and Uses-

The principal purpose for collecting the information requested on the above mentioned form is to establish the terms under which an individual receives Special Pay under Title 38, Section 7431-7438. The information collected will be used as a basis for payroll actions. Accordingly, disclosure of identifiable information, including your Social Security Number (SSN), may be made to the Internal Revenue Service (IRS) for tax withholding purposes, the Department of Treasury for payroll action, and to the Department of Labor for workman compensation claims. This information may also be disclosed to the Department of Justice for other lawful purposes including law enforcement and in the event of litigation. In addition, these records, or information therefrom, may also be used within DHHS for study purposes, such as projection of staffing needs, and/or creation of nonidentifiable statistical data for reports to other Federal agencies and Congress.

Information Regarding Disclosure of Your Social Security Number-

Disclosure of the SSN is mandatory since it is the identifier used by the IRS and for the withholding of taxes from your salary. The use of the SSN is made necessary because of the large number of present and former employees and applicants who have identical names and birth dates, and whose identities can only be distinguished by the SSN. It is used primarily to identify an employee's personnel, leave, and pay records and to relate one to the other. In this regard, it is also used by the PHS to locate records in order to respond to lawful requests for information from former employers, educational institutions, and financial or other organizations. The information gathered through the use of the number will be used only as necessary in personnel administration processes carried out in accordance with established regulations and published notices of systems of records. The SSN also will be used for the selection of persons to be included in statistical studies of personnel management matters.

Effect of Non-disclosure-

Your submission of this agreement is voluntary; however, if the agreement is submitted, omission of significant information requested would preclude continued processing of the agreement for you to receive Special Pay because payroll would be unable to process the necessary actions.

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(Print/Type Name)

(Date)

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under Title 38, Section 7431-7438
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