

ASSIGNMENT PAY (AP) AGREEMENT
(Privacy Act Notice is on the Second Page)

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

LENGTH OF AGREEMENT REQUESTED (Check one)

I AGREE TO REMAIN ON ACTIVE DUTY IN THE COMMISSIONED CORPS OF THE PUBLIC HEALTH SERVICE (Corps) WITH AN ASSIGNMENT PAY (AP) OBLIGATION FOR: 24 MONTHS 36 MONTHS 48 MONTHS

CONDITIONS OF AGREEMENT

In consideration of payment of the AP for which I qualify in accordance with 37 U.S.C. §352, Commissioned Corps Directive (CCD) 151.06; and Commissioned Corps Instruction (CCI) 633.06, I hereby agree to the following:

- A. That I must remain on active duty in the Corps for the period of time specified above in the position assignment for which AP is approved and that the primary duties of this position is the provision of direct hands-on clinical patient care, oversight of direct hands-on patient care, or directly supports the Corps' clinical health care mission.
- 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 a Personnel Operations Memorandum (POM).
- C. That I will not seek a reassignment to another position.
- D. That I will be paid AP in the amount specified for my category of with a specialty in for the active duty obligation specified above at (duty site location) in the position/billet of .
- E. That I hold a current, valid, and unrestricted license as required by CCI 231.01, "General Appointment Standards." (also see CCI 251.01, "Professional Licensure and Certification").
- F. That I am not undergoing, nor do I anticipate undergoing, a Fitness for Duty Determination (FFD).
- G. That I will receive the AP in equal monthly payments except partial months are prorated.
- H. That the Corps may terminate this agreement under the conditions outlined in CCI 633.06 (e.g., release/separation from active duty, failure to maintain the Corps' conditions of service requirements, misconduct, less than satisfactory performance).
- I. That if I fail to complete the period of service for which AP is paid or if the agreement is terminated:
 - (1) Under the provisions contained in CCI 633.06 and in accordance with 37 U.S.C. §373, I will be required to refund a pro rata portion of the payment received which represents the unearned portion of AP.
 - (2) Any amount I am obligated to refund because of the termination of this agreement will be a debt due to the United States Government which I hereby agree to pay in full as directed by the appropriate collections officials in accordance with CCI 654.02.
 - (3) That I may not be eligible for recommissioning in the Corps.
- J. 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 AP 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.
- K. Payment of AP 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.

CERTIFICATION

I certify that I have read and understand CCD 151.06 and CCI 633.06 and I have read and agree to abide by the terms of this AP agreement as stated above and 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)

SUPERVISOR CERTIFICATION

PRINTED NAME

SIGNATURE

DATE (mm/dd/yyyy)

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

PRINTED NAME

SIGNATURE

DATE (mm/dd/yyyy)



PRIVACY ACT NOTICE
PHS COMMISSIONED CORPS
ASSIGNMENT PAY (AP) AGREEMENT
(Form PHS-7086)

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

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. §335 (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 AP. If you are selected for award of AP, 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 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 AP. Failure to supply complete and accurate information may result in delays and/or errors in determine eligibility and, therefore, result in late payment or nonpayment, or be cause for refund of pay if you receive an award based on erroneous information. All statements are subject to verification.