DEPARTMENT OF HEALTH AND HUMAN SERVICES

Chapter CC22--Pay and Allowance Administration
Subchapter CC22.2--Special Pays
Personnel INSTRUCTION 2--Dental Officer Additional Special Pay

CONTENTS

Section	Subject	Page
A.	Purpose and Scope	2
B.	Authority	2
C.	Definitions	2
D.	Eligibility	5
E.	Additional Special Pay (ASP)	7
F.	Responsibilities	7
G.	Dental Officer Special Pay (DOSP) Review Board	8
H.	Additional Special Pay Contracts	9
I.	Effective Date of ASP Contract	11
J.	Computation of Refund Due When Officer Fails to Complete ASP Contract	13
K.	Voluntary Termination of ASP Contracts	13
L.	Involuntary Termination of ASP Contracts	14
M.	Absence Without Leave	16
N.	Save Pay	17
O.	Privacy Act Provisions	19
Exhibit I	Form PHS-6289, "Additional Special Pay Contract"	20
Exhibit II	ASP Rates for Dental Officers	21

Section A. Purpose and Scope

This INSTRUCTION states the conditions and circumstances under which dental officers of the Public Health Service (PHS) Commissioned Corps may be paid Additional Special Pay (ASP) and the procedures for processing ASP contracts. The purpose of ASP is to aid PHS in recruiting and retaining competent dental officers.

Section B. Authority

Dental officers in the Armed Forces are authorized ASP by 37 U.S.C. 302b. Section 805 of the Mental Health Systems Act (MHSA) of 1980 (Public Law 96-398) added Section 208(a)(2) of the PHS Act (42 U.S.C. 210(a)(2)) which specifies that medical and dental officers on active duty in the PHS Commissioned Corps are authorized special pay in the same amounts as, and under the same terms and conditions which apply to, the special pay paid to commissioned medical and dental officers of the Armed Forces under chapter 5 of Title 37, U.S. Code. The effective date of the MHSA of 1980 was October 7, 1980. Regulatory authority pertaining to special pay for dental officers can be found in Department of Defense Directive #1340.8 dated February 21, 1986.

The authority to administer the PHS Commissioned Corps is prescribed in 42 U.S.C. 216 of the PHS Service Act. The authority for daily administration of the PHS Commissioned Corps has been delegated to the Director, Division of Commissioned Personnel (DCP), Human Resources Service (HRS), Program Support Center (PSC).

Section C. Definitions

For purposes of this INSTRUCTION, the following definitions shall apply:

1. Dental Officer. Individuals, who are commissioned as dental officers in the PHS Commissioned Corps, and who are called to active duty for a period of not less than 1 year, as defined in Section C.5., below.

2. Dental Internship. The first year of graduate dental training, whether a formal internship or the first year of residency training, immediately following graduation from dental school.

3. Residency Training. That period of time spent by an officer in a dental residency training program which is approved by any approved dental certification board. Any dental officer who is assigned to a formal clinical, research, or administrative residency program for which credit may be awarded for purposes of determining board eligibility by the American Dental Association (ADA) or board certification equivalency process, will not be eligible for ASP.

Residency training shall also include participation in Masters of Public Health (MPH) education or any other formal training program for which credit may be awarded for the purposes of determining board eligibility. Training which is not designed to lead to board certification, such as most fellowship training, will not make an officer ineligible for ASP.

a. Training Paid by Officer

If an officer is taking full responsibility for the cost of his/her training, and is taking that training on other than normally assigned duty hours as agreed to in writing by the program, and that training in no way interferes with the fulfillment of his/her duty assignment, then the officer is eligible to receive ASP, if all other conditions apply.

b. Half-time Training

For those dental officers who are enrolled in a 2-year training program which requires only half-time training and is designed to lead to a certificate which allows 1 year of training credit for the 2 years of half-time training, such officers shall be ineligible for ASP for the first full year of half-time training; however, they shall be deemed eligible for ASP for the second year of such half-time training provided they have successfully completed the first year. If an officer has not successfully completed the first year of half-time training, then he/she shall remain ineligible until he/she can provide proof of successful completion of that year. For example, a dental officer who has completed an MPH, undertakes a residency program which will lead to eligibility for board certification in Dental Public Health. The training period begins July 1997 and ends June 1999. Since the dentist has an MPH which can be counted for 1 year of eligibility by the American Board of Dental Public Health, the dental officer needs only one additional full year of residency training to be considered for board eligibility by the American Board of Dental Public Health. He/she begins the training on a half-time basis in July 1997. At the time of entry into training, the officer loses eligibility for ASP for one full year, even though he/she was working as a dental officer for half-time during that year. However, in July 1998, the officer would regain eligibility for ASP even though he/she was in training on a half-time basis.

If the officer changes his residency and enters a program which requires an additional 3 years of full-time training for board eligibility, then the officer, working half time, would lose ASP eligibility for the initial 3 years of such training.

If an officer, who has lost eligibility for the first year of half-time training, does not complete the second year of half-time training, there will be no pro rata payment for the initial year of training, nor will the officer be considered eligible for ASP during any portion of that training year completed.

4. Creditable Service

a. Dental internship and residency training obtained other than as an active duty member of the Uniformed Services.

(1) Credit for a dental internship shall be allowed only if the internship was satisfactorily completed. One year of credit shall be allowed for such internship. A period of internship in a foreign dental facility shall not be included in the computation of creditable service unless acceptable to the appropriate credentialing body of the ADA.

(2) Credit for periods of residency training shall be given in whole years, provided such year of training is creditable toward satisfaction of dental specialty board requirements. A statement from the appropriate certifying board or the training institution, verifying that the training concerned is creditable toward fulfillment of the requirements for board certification, shall be required prior to giving any credit if the officer has not been credentialed by the appropriate board as a specialist. Maximum credit allowable shall be the minimum amount of training required for board eligibility at the time the training was completed.

b. Active service in the Uniformed Services as a dental officer.

5. Call or Order to Active Duty for Not Less Than 1 Year. An order to active duty by a personnel order which specifies either:

a. No terminal date for the call to active duty (CAD); or

b. A terminal date for the tour of active duty that is at least 1 year after the effective date of CAD.

6. ASP Contract. A written agreement [Form PHS-6289, "Additional Special Pay (ASP) Contract"] (see Exhibit I) which has been properly signed and notarized, under which an officer agrees to remain on active duty for at least 1 year, beginning on the effective date of the agreement.

7. Program Liaison Official. The individual designated by the head of a Health and Human Services (HHS) Operating Division (OPDIV) or Program to initiate, monitor, and control all ASP actions which affect dental officers assigned to his/her component.

Section D. Eligibility

1. Officers Who Are Eligible for ASP. To be eligible for ASP, a dental officer must:

   a. Be entitled to Variable Special Pay under 37 U.S.C. 302b;

   b. Be selected for ASP by the Director, DCP;

   c. Be eligible to remain on active duty for a period of at least 1 year from the effective date of the ASP contract;

   d. Submit documentation of a current unrestricted licensure or approved waiver consistent with the licensure policy which is found in CCPM, INSTRUCTION 4, Subchapter CC26.1, "Professional Licensure/Certification Requirements for Commissioned Officers in the Public Health Service," of this manual. All licensure waivers will expire on December 31, 1999. Officers who are not in compliance with this policy will face involuntary separation from active duty; and

   e. Execute an ASP contract to remain on active duty.

2. Officers Who Are Not Eligible for ASP. A dental officer is not eligible for ASP if any one of the following conditions applies:

   a. The officer is participating in a dental internship or in a residency training program as defined in Section C.2 and 3, above, respectively; pay shall be adjusted on a pro rata basis to reflect an officer's entry into or completion of training.

   b. The officer is on a leave without pay (LWOP) detail under authority of 42 U.S.C. 215. (See Section L.6., below).

   c. The officer is on a limited tour of duty for medical reasons and the date of separation would occur prior to the end of the period covered by the contract. If an officer was so appointed, but with the option of medical reevaluation and extension of tour of duty, he/she may, within the year preceding the specified date of separation, apply for reevaluation to the Chief, Medical Affairs Branch, DCP, at the address specified below:

Division of Commissioned Personnel/MAB
ATTN: Chief, Medical Affairs Branch
5600 Fishers Lane, Room 4C-06
Rockville, MD 20857-0001

If approved for an extension of the date of separation, an ASP contract may be executed, but the period covered by the contract shall not extend past the new predetermined date of separation.

d. The officer is on a limited tour of duty to fulfill an active-duty obligation incurred pursuant to participation in a scholarship or other training program, and the date of separation would occur prior to the end of the period covered by the contract. Such an officer may enter into an ASP contract only after the limited tour restriction is extended or removed.

e. The officer has failed to be recommended by the promotion board for permanent or temporary promotion within the 12-month period preceding the effective date of the contract.

f. The officer's HHS OPDIV or Program Head has recommended that the officer not be paid ASP because the officer's performance or conduct has deteriorated to a level at which no bonus should be paid for the officer's service, and such recommendation is concurred in by the DOSP Review Board and the appropriate HHS official, in which case the officer would be ineligible for 1 year from the date the decision is rendered.

g. The officer receives a rating on his/her Commissioned Officers' Effectiveness Report (COER) which is below acceptable standards, i.e., the overall rating in Section III of the COER, item 18, is reflected as an "A" or "B." An officer who receives such a rating will be placed by the Director, DCP, on a special 3-month observation period. Upon completion of that period, a COER must be prepared by the officer's supervisor to document the officer's performance during the evaluation period. If the rating is satisfactory, ASP will be authorized on the initial eligibility date. If the rating is below acceptable standards, the officer's record will be referred to a DOSP Review Board to determine his/her eligibility for ASP.

h. The officer has been disciplined under applicable PHS Commissioned Corps regulations by a Board of Inquiry, or the officer has been convicted of a felony for an offense involving moral turpitude or bringing discredit upon the Service within the 12-month period preceding the effective date of the contract, in which case the officer would be ineligible for 1 year.

Section E. Additional Special Pay

1. Under 37 U.S.C. 302b(a)(4), an officer is entitled, if otherwise eligible, to ASP specified in Exhibit II.

2. Annual Payment. ASP shall be paid in a lump-sum on an annual basis. Payment normally will be made within 90 days after the effective date of the ASP contract. Each annual ASP payment will be authorized on a personnel order.

3. Officers in Training. Pay shall be adjusted on a pro rata basis to reflect an officer's entry into or completion of training.

Section F. Responsibilities

1. Director, DCP. The Director, DCP, is responsible for overall administration of the ASP Program, including, but not limited to the following:

   a. Developing policies and procedures for the ASP program;

   b. Evaluating the ASP program;

   c. Obtaining recommendations from HHS OPDIV or Program Heads regarding initial selection and recertification of officers for ASP;

   d. Obtaining certifications regarding the training status of the officer;

   e. Appointing, convening, instructing, and referring cases and providing executive secretariat services to the DOSP Review Board;

   f. Determining that dental officers meet ASP eligibility requirements;

   g. Notifying each officer, who applies for ASP of the decision in his/her case;

   h. Enforcing ASP policies pertaining to officers approved for LWOP, and in cases involving death of the officer;

   i. Preparing and issuing personnel orders authorizing, adjusting the rates of, or terminating ASP;

   j. Notifying the appropriate HHS OPDIV or Program collection officials concerning an officer’s indebtedness resulting from voluntary or involuntary termination of an ASP contract if the officer is no longer on active duty; and

k. Computing the total amount of an officer's compensation under the "save pay" provisions described in Section N., below.

2. HHS OPDIV or Program Head. The head of the HHS OPDIV or Program to which the officer is assigned is responsible for:

a. Designating appropriate individuals, who will be responsible for distributing ASP contracts to eligible dental officers as identified by DCP, and for determining whether such officers have submitted ASP contracts;

b. Notifying the officer in writing that his/her HHS OPDIV or Program intends to recommend that the officer not be paid ASP and the specific reasons for making such a recommendation. If such a recommendation is made, the HHS OPDIV or Program must insure that the officer receives the correspondence by either personally acknowledging receipt of the correspondence or by sending the correspondence to the officer by certified mail, return receipt requested. In addition to advising the officer of the reasons for recommending against payment of ASP, the correspondence must advise the officer of his/her appeal rights, i.e., that he/she can provide to the Director, DCP, a rebuttal to the recommendation against payment; however, such a rebuttal must be received in DCP within 3 weeks of the date he/she received notification of the recommendation against payment.

c. Certifying that the officer is eligible for ASP and making a recommendation about whether the officer should be approved or disapproved for an ASP contract as specified in Section H.6., below. If a recommendation for disapproval is submitted, Section F.2.b., above, applies; and

d. Maintaining duplicate copies of current ASP contracts submitted by officers in that HHS OPDIV or Program.

Section G. Dental Officer Special Pay Review Board

1. Composition of Board. The DOSP Review Board will consist of three or more dental officers in pay grade 0-6 or above, who are appointed by the Director, DCP. The Board members will not be assigned to the same program as the officer being reviewed.

2. When the Board will be Convened. The Director, DCP, will convene the DOSP Review Board, as necessary, to provide recommendations about an officer's eligibility for ASP as well as whether the officer's conduct or performance merits such payment. For example, the DOSP Review Board will be convened to review and make a recommendation in instances where a dental officer is not recommended for an ASP contract by his/her HHS OPDIV or Program Head.

3. Board Considerations. The DOSP Review Board will consider, in addition to any other relevant information, the following in making recommendations:

   a. The officer's COERs and other performance evaluations, i.e., counseling records, etc.;

   b. Reports relating to the officer's conduct, including any reports about whether the officer possesses personal characteristics which may adversely affect the ability of the officer or his/her Program to fulfill stated objectives;

   c. Recommendations of HHS OPDIV or Program officials; and

   d. The officer's utilization potential.

   Only written material provided by the Program, the officer, or DCP, will be considered by the Board. However, the Board has the prerogative to seek clarification of any material submitted to it.

4. Board Recommendations. The DOSP Review Board will recommend for or against payment of ASP to dental officers whose records are referred to it by the Director, DCP, (see Section H.4., below). If their review warrants, the board may also recommend to the Director, DCP, that the officer be considered for involuntary retirement or separation. Both officer and Program are to be informed by DCP of the basis for the Board's recommendation.

Section H. Additional Special Pay Contracts

1. Provision of ASP Contract Forms to Eligible Officers. The procedures below will be followed in providing ASP contract forms to eligible dental officers:

a. DCP will identify officers who either become initially eligible for ASP after their CAD, or will be eligible to enter into another ASP contract because of expiration of a previous contract. A list of these officers will be provided to the designated program liaison official along with copies of ASP contracts. The list will be provided each month and will contain the names of all officers who have contracts that will expire 2 months after the list is provided and, in addition, the names of those officers who will be initially eligible. For example, the list provided in January will contain the names of dental officers who will be initially eligible for ASP in March as well as the names of those officers whose current ASP contracts will expire in March. The designated program liaison official will be responsible for distributing the contracts to each dental officer on the list and to follow up to determine whether each officer has or has not submitted his/her contract.

b. Eligible officers who are returning to active-duty status from an LWOP will be provided an ASP contract by DCP along with necessary instructions and information.

2. Completion of ASP Contract by Officer. The officer will complete the contract in triplicate and have all three copies notarized. The original and duplicate copies of the contract must be submitted through administrative channels to the HHS OPDIV or Program official responsible for completing the certification statement set forth on the reverse side of each contract. The officer should retain the triplicate copy of the contract to verify, if necessary, that a contract was completed and notarized on a certain date to verify his/her eligibility for ASP in the event the original copy is lost.

3. Recommendation for Payment of ASP. If the officer is recommended for an ASP contract, the HHS OPDIV or Program Head shall certify, on both the original and duplicate copies of the contract, that the officer:

a. Will not be participating in a dental internship or in a residency training program (as defined in Section C.2 and 3, above) during the period of the proposed contract;

b. Is performing at a satisfactory level;

c. Has received a satisfactory or above performance rating on his/her most recent COER as required by INSTRUCTION 1, Subchapter CC25.1, of this the Commissioned Corps Personnel Manual (CCPM); and

d. Is recommended for an ASP contract for the period specified by the officer.

4. Recommendation Against Payment of ASP. The HHS OPDIV or Program Head may recommend that an officer not be selected for ASP. However, the HHS OPDIV or Program Head must notify the officer prior to the submission of the contract to DCP. In addition, the HHS OPDIV or Program Head must provide to the Director, DCP, a written explanation setting forth the reasons why such recommendation is being made. If eligible, the officer has a right to sign a contract, and it should be approved unless conduct or performance is a problem.

5. Submission of ASP Contracts to DCP. The HHS OPDIV or Program will forward the original copy of all ASP contracts, including the recommendation for or against payment, to DCP, at the address below:

   Division of Commissioned Personnel/CB
   ATTN: Special Pay
   5600 Fishers Lane, Room 4-50
   Rockville, MD 20857-0001

6. Approval or Disapproval of ASP Contracts. Upon receipt of the recommendations of the HHS OPDIV or Program Head or, if applicable, the DOSP Review Board, the Director, DCP, will:

   a. Send to each HHS OPDIV or Program Head a list of officers in that component who have been selected, or disapproved for ASP;

   b. Notify each dental officer of the decision concerning his/her contract; and

   c. Authorize ASP payment by personnel orders for each dental officer whose ASP contract is approved.

7. Nonselected Officers. An officer, who is not selected for ASP, shall not be considered for ASP for at least 1 year after the date of nonselection, defined as the date his/her existing contract is terminated, or the date of initial eligibility in those cases where an officer is denied ASP upon his/her submission of an initial agreement.

8. Delay of Approval. A dental officer's request for an ASP contract may be delayed until resolution of any adverse action pending against the officer.

Section I. Effective Date of ASP Contract

1. Effective Date of Contract. The effective date of an ASP contract is determined as follows:

a. Initial Contract. The effective date of an officer's initial ASP contract shall be one of the following dates:

(1) Date the officer attains eligibility for ASP, provided the completed contract is received by DCP within 60 days after the officer is initially eligible, and the contract is signed and notarized within 30 days after the officer is initially eligible for ASP;

(2) Date the completed contract is notarized if received by DCP within 60 days of date of eligibility, but was not notarized within 30 days of date of initial eligibility;

(3) Date the completed, notarized contract is received by DCP, if not received by DCP within 60 days of date of eligibility; or

(4) Later date specified by the officer in his/her ASP contract.

b. Subsequent Contract. The effective date of an officer's second or subsequent ASP contract shall be one of the following dates:

(1) Date following the date the preceding contract expires, provided the completed contract is received by DCP within 60 days after the date of expiration of the previous contract, and the contract is signed and notarized on or before the date following the date the preceding contract expired;

(2) Date the completed contract is notarized if the contract is received by DCP within 60 days after the date of expiration of the previous contract, but has not been notarized on or before the date the previous contract expired;

(3) Date the completed, notarized contract is received by DCP if not received by DCP within 60 days of the date following the date that the preceding contract expired; or

(4) Later date specified by the officer in his/her contract.

c. Officer Returning from an LWOP. The effective date of an ASP contract executed by an officer returning to Uniformed Service pay status from an LWOP, shall be established in the same manner as in Section I.1.a., above. The earliest possible effective date of the ASP contract shall be the date of return to pay status.

2. Invalidation of Contracts. Once executed, an officer's ASP contract shall remain in effect unless voluntarily or involuntarily terminated under either Section K. or L., below.

Section J. Computation of Refund Due When Officer Fails to Complete ASP Contract

1. Refund of ASP. As set forth in Sections K. and L., below, an officer who does not serve on active duty for the entire period for which he/she had received ASP, shall be required to refund a pro rata portion of any payment received which represents the unexpired part of his/her active-duty obligation.

2. Computation of Refund. In determining the amount to be refunded by the officer, the earned portion of his/her ASP contract shall be determined on the basis of 1/360th of the lump-sum payment received for each day of service from the effective date of the ASP contract through the date of separation. For this purpose, the 31st day of any month will be disregarded, and the month of February will be treated as a 30-day month.

Example:

Effective date of contract:	November 28, 1996
Date of separation	February 28, 1997

November 1996	3 days
December 1996	30 days
January 1997	30 days
February 1997	30 days
Earned Portion of ASP Contract	93 days

Section K. Voluntary Termination of ASP Contracts

1. General. A dental officer may, at any time except at time of retirement, voluntarily terminate an ASP contract. Within a single tour of duty, if an officer voluntarily terminates his/her contract, he/she cannot sign another contract until the original time period for that canceled contract has expired. The officer shall be required to repay a pro rata portion of the last annual ASP payment as specified in Section J., above. In addition, an officer who voluntarily terminates his/her ASP contract shall be divested of entitlements for travel and transportation allowances for the officer and his/her dependents, shipment of household goods, use of, transfer of, or payment for unused annual leave under authority of the Joint Travel Regulations of the Uniformed Services and annual leave regulations and policies, respectively, if he/she separates from active duty prior to the expiration date of the contract. Officers separating prior to the end of the contract shall have their commission terminated.

2. Voluntary Retirement. An officer in receipt of ASP, who applies for retirement (other than disability) on the basis of 20 or more, but less than 30 years of service, shall not be permitted to retire prior to the expiration date of the current contract. An HHS official cannot refuse to retire an officer with 30 or more years of service or who has attained the age of 64 years or older, but if the retirement occurs prior to the date the current contract expires, the officer shall be required to repay a pro rata portion of the last annual payment as specified in Section J., above, and shall be divested of the entitlements specified in Section K.1., above.

3. Separation Requested while ASP Action is Pending. If an officer requests separation from active duty while selection or reselection of ASP is pending, or after selection or reselection, but prior to dispatch of the annual payment, the contract becomes null and ASP shall not be paid.

4. Propriety of Divestiture Action. Decisions with respect to divestiture of transfer of, use of, or payment of unused annual leave, travel allowance, and transportation allowance, may be forwarded by DCP to the Department of Defense Office of Hearings and Appeals, Claims Office, for review if an officer questions whether the divestiture action is in concert with applicable laws and regulations.

Section L. Involuntary Termination of ASP Contracts

1. Misconduct. If an officer is disciplined for misconduct while under an ASP contract, the officer shall be referred to a special pay review board. A special pay review board will be convened within 30 days of the disciplinary action or as directed by the Director, DCP. A special pay review board will recommend to the Director, DCP, when the officer will be next eligible for special pay consideration.

2. Deterioration of Performance. If there is deterioration in an officer's performance, the Director, DCP, may at any time, refer the officer's record to the DOSP Review Board for recommendations regarding continuance of ASP. If the DOSP Review Board finds that the officer's performance has deteriorated to a level at which no premium should be placed on continued service, and the appropriate HHS official concurs, the officer's ASP contract shall be terminated within 30 days of such recommendation. The officer shall be required to repay a pro rata portion of the last annual payment as specified in Section J., above. In addition, such officer shall not again be considered for ASP for at least 1 year after the date of termination.

a. If the DOSP Review Board approves the officer's continued eligibility and the appropriate HHS official concurs, then the officer and the program liaison official will be so notified by DCP.

b. If the DOSP Review Board finds that the officer's performance is at a level or has deteriorated to a level at which no bonus should be paid for the officer's current service and the appropriate HHS official concurs, then the officer and the program liaison official will be notified by DCP. The effective date for contract termination will be the date the appropriate HHS official concurs in the DOSP Board's recommendation. This officer shall be ineligible for ASP for one full year of active duty from the date of contract termination. The officer shall be required to repay a pro rata portion of the last annual payment as specified in Section J., above. If, after the DOSP Review Board's recommendation to approve payment of ASP, the program subsequently submits another COER citing poor performance, then the next DOSP Review Board may evaluate only that performance which is subsequent to the date of the original DOSP Review Board's recommendation. Subsequent to denial of ASP by a DOSP Review Board and termination of the existing ASP contract, if an officer requests separation from the Corps, there shall be no divestiture action taken against an officer for breaking a contract, provided the separation occurs prior to the next ASP contractual agreement. If an officer under contract submits a request for separation prior to a recommendation by the DOSP Board, then he/she shall be treated as having broken a contract and divestiture of lump-sum leave, travel, and transportation entitlements shall apply. An officer, who has been denied ASP by a DOSP Review Board, shall not again be eligible for ASP until a satisfactory COER, covering at least a 6-month period of time, has been received by DCP.

3. Failure to be Recommended for Promotion. If a promotion board recommends against either a permanent or temporary promotion while under a special pay contract, the officer shall be referred to a special pay review board at the time of renewal or subsequent annual payment for consideration. If the officer separates prior to the completion of his/her current contract, the officer shall be required to repay a pro rata for the unserved portion of the payment.

4. Entry into Training. If a dental officer serving under an ASP contract enters into a dental internship or residency training as defined in Section C.2 and 3, above, respectively, the contract shall be terminated as of the effective date of assignment to training. An officer whose ASP contract is terminated under this provision shall be required to repay a pro rata portion of the last annual payment as specified in Section J., above.

5. LWOP Status. A dental officer who enters LWOP status shall have his/her contract terminated as of the effective date of the LWOP. An officer whose ASP contract is terminated under this provision shall be required to repay a pro rata portion of the last annual payment as specified in Section J., above. The officer shall not again be eligible for ASP until his/her return to pay status.

6. Involuntary Retirement. A dental officer who is involuntarily retired under the provisions contained in CCPM, Subchapter CC23.8, INSTRUCTION 3 or 4, of this Manual, shall have his/her ASP contract terminated on the effective date of the officer's retirement. An officer whose ASP contract is terminated under this provision shall be required to repay a pro rata portion of the last annual payment as specified in Section J., above.

7. Disability Retirement. If a dental officer is retired (temporarily or permanently) for disability while serving under an ASP contract, the contract is automatically terminated as of the date the officer is placed in retired status. An officer whose ASP contract is terminated under this provision will not be required to repay a pro rata portion of the last annual payment provided that the disability is not the result of misconduct or willful neglect and not incurred during a period of unauthorized absence. An officer eligible for an ASP contract, who is considering applying for a disability retirement, may sign an ASP contract since there is no assurance that the disability retirement will be approved.

8. Involuntary Separation/Retirement for Convenience of the Government. If a dental officer is released from active duty or retired because of a reduction in strength, numbers limitation, or other reasons for the convenience of the Government, while serving under an ASP contract, the contract is automatically terminated as of the date of the officer's separation or retirement. There are to be no repayments of any amounts already received. This does not apply to those officers who are involuntarily separated due to unacceptable performance.

9. Death. In the event an officer dies while serving under an ASP contract, the contract is automatically terminated as of the date of the officer's death. No repayment of ASP already received by the officer, will be required provided that the death is not the result of misconduct or willful neglect, and is not incurred during a period of unauthorized absence.

Section M. Absence Without Leave (AWOL)

Under 37 U.S.C. 503(b), any period during which an officer is determined to be in an AWOL status shall not be credited toward fulfillment of an active-duty obligation incurred under an ASP contract, and shall serve to extend the period of active duty required by the contract.

Section N. Save Pay

1. Who is Entitled to Save Pay? A dental officer who, after September 30, 1985, was entitled to special pay under 37 U.S.C. 302b, shall be entitled to such pay in an annual amount that is not less than the total annual amount of dental continuation pay under 37 U.S.C. 311 and special pay for dental officers under 37 U.S.C. 302(b) to which that officer was entitled on September 30, 1985.

2. Comparison of Earnings. In comparing earnings under the two sets of authorities, the following elements of compensation will be considered:

   a. Payments authorized by laws and regulations in effect on September 30, 1985.

      (1) Monthly Dental Special Pay - The actual monthly amount of dental special pay the officer was eligible to receive on September 30, 1985, is authorized by former Section 302b of Title 37, U.S.C.

      (2) Continuation Pay (CP) - Authorized by former Section 311 of Title 37 U.S.C. The amount the officer would receive in CP if his/her CP contract was effective on September 30, 1985. To have this amount included in the computation of save pay, an officer must actually have had a CP contract in effect on September 30, 1985, and must also have entered into an ASP contract under 37 U.S.C. 302b; otherwise, only amounts to which the officer was entitled under monthly special pay for dental officers pursuant to former Section 302b of Title 37 U.S.C. will be used in the "save pay" computation. If an ASP contract is not effective the day following expiration of a CP contract or a previous ASP contract, CP will not be included in the save pay computation for any period the officer was not serving an ASP contract.

      The former Section 311 of Title 37 U.S.C. provided that a dental officer would be paid up to 4 months basic pay as CP. However, if the officer entered a dental residency, then only 2 months basic pay would be authorized. Officers in a training status on September 30, 1985, are entitled to "save pay" while in that training program at the amount authorized by former Section 311 of Title 37 U.S.C. Furthermore, when that officer completes training, his/her "save pay" will still be computed based on the amount of CP for which he/she was eligible on September 30, 1985.

      (3) The total obtained by adding 2.a(1) and (2), above is the "base" amount for determining the amount earned under the old legislation and will not be adjusted.

b. Payments made under laws and regulations in effect on or after October 1, l985:

(1) Variable Special Pay, including increases due to longevity authorized by 37 U.S.C. 302b(a)(1);

(2) Board Certified Pay, if the officer is board certified including increases due to longevity authorized by 37 U.S.C. 302b(a)(5);

(3) Additional Special Pay - authorized by 37 U.S.C. 302b(a)(5).

c. The difference between the sum of 2.a.(1) and (2) and the sum of 2.b.(1), (2) and (3) determines the amount, if any, that an officer is eligible to receive as "Save Pay."

3. Date of Save Pay Computations. Save pay for dental officers will be computed on the basis of one of the following dates, whichever is earlier:

a. Release from active duty, including retirement; or

b. October 1 of each year.

Adjustment to pay required by save pay computations will be made as necessary.

4. Save Pay Information for Those in Training. The following information is contingent upon an officer being under a continuation pay contract as of September 30, 1985. If the officer was not under such a contract at that time, then continuation pay will not be used in computing eligibility for save pay.

a. In Training As of September 30, 1985

The save pay computation considers CP at the 2-month rate while the officer is in training and also once training, is completed.

b. Accepted for Training As of September 30, 1985, But Does Not Enter Training Until Sometime Within the Following Year

The save pay computation considers CP at the 2-month rate while the officer is in training. After training, the save pay computation considers CP at the rate the officer was actually receiving on September 30, 1985.

c. Not in Training Nor Accepted for Training by September 30, 1985, But Later Enters Training

The save pay computation does not consider CP while the officer is in training. After training, the save pay computation considers CP at the rate the officer was actually receiving on September 30, 1985.

Section O. Privacy Act Provisions

Payroll records are subject to the Privacy Act of 1974. The applicable systems of records are 09-37-0002, "PHS Commissioned Corps Personnel Records," HHS/OASH/OSG; 09-37-0005, "PHS Commissioned Corps Board Proceedings," HHS/OASH/OSG; and 09-37-0008, "PHS Commissioned Corps Unofficial Personnel Files and Other Station Files," HHS/OASH/OSG.

EXHIBIT I

Form PHS-6289
Dental Officers' Additional Special Pay Contract

U.S. Department of Health and Human Services
Public Health Service
DENTAL OFFICER'S
ADDITIONAL SPECIAL PAY(ASP) CONTRACT
(Privacy Act Notice on Reverse)

DCP USE ONLY
DATE REC.
CT. DATE
EXP. DATE

1 IDENTIFICATION

a. NAME (Last, First, Middle Initial)	b. GRADE/RANK	c. PHS SERIAL NUMBER
d. ORGANIZATION	e. DUTY PHONE NUMBER	f. SSAN

2 CONDITIONS OF CONTRACT

In consideration of payment of ADDITIONAL SPECIAL PAY (ASP) for which I qualify under 42 U.S.C. 210(a)(2) and 37 U.S.C. 302b, and implementing policies prescribed in INSTRUCTION 2, Subchapter CC22.2, of the Commissioned Corps Personnel Manual (CCPM), I hereby agree to the following:

A. To remain on active duty in the Public Health Service (PHS) Commissioned Corps for 12 consecutive months from the effective date of this contract.

B. That depending upon my creditable service entry date (CSED), I will be paid ASP in the amount equal to $4,000 (less than 3 years), $6,000 (3-13 years), $8,000 (14-17 years), or $10,000 (over 18 years).

C. That the EFFECTIVE date will be the DATE THE NOTARIZED CONTRACT IS RECEIVED in the Compensation Branch (CB), Division of Commissioned Personnel (DCP), except under the conditions listed below:

(1) Effective date for initial contracts will be the:

(a) *Date I attain eligibility for ASP provided* the completed contract is received in CB, DCP, within 60 days after I am initially eligible, and the contract bears my signature, notarized within 30 days after I am initially eligible for ASP; or

(b) Date the completed contract is notarized if received in CB, DCP, within 60 days of the date of eligibility but has not been notarized within 30 days of the date of initial eligibility; or

(c) Later date, if eligible, specified by me, which is _____ _____ _____
(Month) (Day) (Year)

(2) Effective date for subsequent contracts will be the:

(a) Date following the date the preceding contract expires, provided the completed contract is received in CB, DCP, within 60 days after the date of expiration of the previous contract, and the contract bears my signature, notarized on or before the date following the date the preceding *contract expired; or*

(b) Date the completed contract is notarized if received in CB, DCP, within 60 days after the date of expiration of the previous contract, but has not been notarized on or before the date the previous contract expired.

D. If this contract is terminated prior to its expiration date for reasons other than as identified in F. below:

(1) I will be required to refund a pro rata portion of any payment received pursuant to this contract. The amount of the refund shall be that portion that represents 1/360 of the annual payment for each day of the agreed to period not served;

(2) I will be divested of entitlements for travel and transportation allowances for myself and my dependents, shipment of household goods, and transfer of payment of unused annual leave to my credit upon separation from the PHS Commissioned Corps; and

(3) Any amount which I am obligated to refund because this contract is terminated *will be a debt due to the United States* which I hereby agree to pay in full as directed by the appropriate collections officials. In accordance with Treasury Fiscal Requirements Manual (1 TFRM 6-800, Cash Management), late charges may be assessed for payments made after the due date on amounts owed to the United States Government.

E. That a period of Absence Without Leave (AWOL) shall not be credited toward fulfillment of the active-duty obligation incurred pursuant to this contract and that the period of such active-duty obligation shall be extended by the number of days of AWOL.

F. That the regulations (INSTRUCTION 2, Subchapter CC42.2, of the CCPM) and policies (INSTRUCTION 2, Subchapter CC22.2, of the CCPM) which implement the ASP provisions of 42 U.S.C. 210(a)(2) and 37 U.S.C. 302b are incorporated into and made part of the contract.

G. *That if I enter a long-term training program* as defined in INSTRUCTION 1, Subchapter CC25.2, of the CCPM, or a dental internship or residency training program, (i.e., training which is creditable toward board certification) this contract will be terminated and I will repay an amount as specified in D.(1), above.

H. That I am NOT ELIGIBLE for voluntary retirement for the duration of this contract.

3 CERTIFICATION

I certify that I understand and agree to the terms of the contract as stated above.

SIGNATURE	DATE

4 NOTARIZATION

Subscribed and sworn before me this _____ day of _____, A.D., _____.

at City _____ State _____ Zip Code _____

SIGNATURE	Date Commission Expires

PHS-6289 (FRONT) 1st Copy DCP 2nd Copy OPERATING DIVISION / PROGRAM 3rd Copy OFFICER
(Rev. 7/97)

EXHIBIT II

Additional Special Pay Rates for Dental Officers

Years of Creditable Service		Effective Date (10/1/96)	Effective Date (11/18/97)
Under 3 years	$ 0.00	$ 4,000	$ 4,000
3-9 years	$ 6,000	$ 6,000	$ 6,000
10-13 years	$ 6,000	$ 6,000	$ 15,000
14-17 years	$ 8,000	$ 8,000	$ 15,000
Over 18 years	$10,000	$10,000	$ 15,000