



THE ASSISTANT SECRETARY OF DEFENSE

1200 DEFENSE PENTAGON
WASHINGTON, DC 20301-1200

APR 8 2008

HEALTH AFFAIRS

MEMORANDUM FOR ASSISTANT SECRETARY OF THE ARMY (M&RA)
ASSISTANT SECRETARY OF THE NAVY (M&RA)
ASSISTANT SECRETARY OF THE AIR FORCE (M&RA)

SUBJECT: Revised Policy for the Active Duty Health Professions Loan Repayment Program

This memorandum and the attached policy revises Health Affairs Policy 03-016 and the standardized service agreements (Accession and Retention) for the Active Duty Health Professionals Loan Repayment Program (ADHPLRP).

Changes in statute passed in the National Defense Authorization Act for Fiscal Year 2007 removed the requirement to make annual adjustments to the maximum amount of annual loan repayment via a prescribed methodology. This revision incorporates those changes in both the policy and standardized service agreements. Further, previous policy statements that unnecessarily excluded current Armed Forces Health Professions Scholarship Program/Financial Assistance Program participants from participation in ADHPLRP were removed to expand the pool of potential participants to the program.

This revision shall be effective as of the date signed and applies to agreements entered into on or after that date.

My point of contact for Department of Defense ADHPLRP policy matters is Mr. Rich Franco. He can be reached at (703) 681-4321 or by e-mail at Richard.Franco@tma.osd.mil.

S. Ward Casscells, MD

Attachment:
As stated

HA POLICY: 08-006

cc:

Under Secretary of Defense (Personnel & Readiness)

Principal Deputy Under Secretary of Defense (Personnel & Readiness)

Assistant Secretary of Defense (Reserve Affairs)

Defense Finance and Accounting Service

Surgeon General, U.S. Army

Surgeon General, U.S. Navy

Surgeon General, U.S. Air Force

ACTIVE DUTY HEALTH PROFESSIONS LOAN REPAYMENT PROGRAM

A. Purpose: To provide a direct accession and/or retention incentive to maintain adequate numbers of commissioned officers of the Armed Forces on Active Duty who are qualified in the various health professions. Unless otherwise specified, these provisions apply equally to Active Duty Health Professions Loan Repayment Program (ADHPLRP) when offered for accession and/or retention.

B. Definitions:

1. Qualified Loans: Government and commercial loans for actual costs paid for tuition, reasonable educational expenses, and reasonable living expenses relating to the attainment of a degree in allopathic or osteopathic medicine, dentistry, or other health professions. Such loans must have documentation that is concurrent with the training received in a health professions school. If health professions educational loans are refinanced, the original documentation of the loan(s) must be submitted to the applicable Secretary to establish that the loans were originally for educational expenses as defined above.

2. Government Loans: Loans made by Federal, State, county, or city agencies that are authorized by law to make such loans.

3. Commercial Loans: Loans made by banks, credit unions, savings and loan associations, insurance companies, schools, and other financial or credit institutions that are subject to examination and supervision in their capacity as lenders by an agency of the United States or by the State in which the lender has its principal place of business.

4. Reasonable Educational Expenses: The costs of education that are considered by an ADHPLRP participant's school to be required by the school's degree program. Such expenses may include tuition, fees, books, supplies, educational equipment and materials, clinical travel, and other expenses that are part of the estimated standard student budget of the school in which the participant was enrolled and are commensurate with educational expenses authorized under the Armed Forces Health Professions Scholarship Program (AFHPSP) or the Financial Assistance Program (FAP).

5. Reasonable Living Expenses: The room and board, transportation and commuting, and other costs incurred during an individual's attendance at a college, university, or health professions school, as estimated each year by the school as part of the school's standard student budget. The amount of the loan to be repaid for living expenses shall not exceed the annual stipend amount authorized for participants of AFHPSP.

6. Fully-Qualified Health Professional:

a. A licensed physician who has completed a residency or fellowship training program and is eligible for board certification in a medical specialty; and meets Service requirements for accession on Active Duty to practice medicine in that specialty; or

b. A licensed, registered, and/or certified health care provider (excluding physicians) who meets Service requirements for accession or retention on Active Duty to practice in the profession or specialty in which educated and licensed, registered and/or certified; or

c. A fully-trained and/or licensed/registered/certified health professional (non-health care provider) who meets Service requirements for accession or retention on Active Duty.

7. Health Professions Officers: Uniformed officers of the Department including: Medical Corps officers, Dental Corps officers, and Nurse Corps officers of the Army and Navy, or officers of the Air Force designated as medical officers, dental officers, or nurse officers; and Veterinary Corps officers (veterinarians), Biomedical Science Corps officers, Medical Service Corps officers, and Medical Specialist Corps officers.

8. Licensed/Certified/Registered:

a. License: A grant of permission by an official agency of a state, the District of Columbia or a commonwealth, territory, or possession of the United States to provide health care independently as a health care professional. License must be: Active (not revoked, suspended, or lapsed in registration), valid pursuant to the issuing authority's requirement for continued licensure; and unrestricted (not subject to restriction pertaining to the scope, location, type of practice, or jurisdiction).

b. For the purpose of this policy memorandum, where the term "certified/registered" is used, it includes the full spectrum of relative terms that appropriately describe qualifications as required by the appropriate health profession. This applies to any person providing direct patient care. Certification/registration license must be: Current (not revoked, suspended, or lapsed in registration), valid pursuant to the issuing authority's requirement for continued licensure; and unrestricted (not subject to restriction pertaining to the scope, location, type of practice, or jurisdiction).

9. Accredited Institution: A college, university, or institution, located in the United States or Puerto Rico, and accredited by an accrediting agency or association under the U.S. Secretary of Education. Included are those institutions located in the United States or Puerto Rico that are in the process of seeking accreditation and currently have provisional or conditional accreditation, or candidacy status for accreditation, based solely on the newness of the institution. Independent allied health science schools, not affiliated with a college or university and not accredited, are required to submit to the Assistant Secretary of Defense (ASD) (Health Affairs) (HA) appropriate documentation from the recognized body to demonstrate that the lack of accreditation is based on circumstances beyond the school's control and in no way implies a deficiency in the academic program.

10. Commissioned Appointment: An individual's most recent (original) appointment in a regular (Active) or Reserve Component that is neither a promotion nor a demotion.

11. Specialty Qualification: Qualification received upon completion of advanced training in a health profession specialty obtained at an accredited institution that is beyond the basic education required for appointment as a health professions officer.

12. Full-Time Student: An individual currently enrolled in a course of study leading to a baccalaureate or post-baccalaureate degree in a health profession, taking a minimum of nine semester hours, and on schedule to complete the program in the normal time expected.

13. Award Amount: The total value/amount of the loan payments made by the Government on behalf of the participant, including tax withholdings as required by statute.

C. Eligibility: To be eligible for the ADHPLRP, all individuals must:

1. Be fully qualified for, or hold, an appointment as a commissioned officer in one of the health professions, and

2. Sign a written agreement to serve on Active Duty, or if on Active Duty, to remain on Active Duty for a period in addition to any other incurred Active Duty obligation, and

3. Meet one of the following academic requirements:

a. Be fully qualified in a health profession that the Secretary of the Military Department concerned has determined to be necessary to meet identified skill shortages, or

b. Be enrolled as a full-time student in the final year of a course of study at an accredited educational institution leading to a degree in a health profession other than medicine or osteopathic medicine, or

c. Be enrolled in the final year of an approved graduate program leading to a specialty qualification in medicine, dentistry, osteopathic medicine, or other health profession.

4. Have completed the basic officer indoctrination course or have equivalent credit as authorized by proper authority. The Services may waive this requirement for a participant in the final year of an approved military-sponsored graduate program leading to specialty qualification in medicine, dentistry, osteopathic medicine, or other health profession.

5. For members currently on Active Duty, applying for ADHPLRP as a retention incentive; be licensed to practice without restriction in the profession or specialty for which trained.

6. Be free of any court judgment in favor of the United States creating a lien against the individual's property arising from a civil or criminal proceeding regarding a debt, and not be in default of any Federal debt. The Services may grant an exception to the default exclusion in cases when all other eligibility criteria are met and when loan default disclosure as well as substantiation that loan payments are up to date is provided by the individual at the time of application.

7. Not be a student or graduate of the Uniformed Services University of the Health Sciences.

8. If currently not fully qualified in the specialty targeted by the ADHPLRP,

a. Be enrolled in the final year of an approved graduate program at an educational institution accredited by a U.S. accrediting agency leading to specialty qualification in medicine, dentistry, osteopathic medicine, or other health professions as well as meet requirements in paragraph C.5 above before payments are executed under the ADHPLRP contract, or

b. Be enrolled as a full-time student in the final year of a course of study at

an approved program at an accredited educational institution leading to specialty qualification in a degree in a health profession (other than medicine, dentistry, or osteopathic medicine), as well as meet requirements in paragraph C.5 above before payments are executed under the ADHPLRP contract.

9. Have been separated from prior Active commissioned service for at least 24 months or released from the Reserve Component or Reserve commitment, if an individual with prior Active commissioned service who is seeking to obtain an original appointment as a new accession under the ADHPLRP. This applies only to prior Active service in the same corps designation as the health care discipline being applied for under the ADHPLRP. It does not apply to officers in a Reserve Component serving on Active Duty for a period of less than one year. A Service may waive this requirement if the member is re-entering the *same* Uniformed Service.

10. In addition to the above, an individual who enters Active Duty and subsequently applies for benefits for retention purposes must have been on Active Duty for at least six months. Services may waive this requirement for individuals who received partial sponsorship under AFHPSP/FAP, and may require a longer minimum amount of Active Duty service in Service policy.

11. Not be a member of a Reserve Component on extended Active Duty or mobilized to perform Active Duty.

12. The Services may prescribe additional requirements and standards regarding eligibility.

D. Loan Repayments: The Secretary (or designee) of the Military Department concerned may repay, in the case of a person described in paragraph C., a Government or commercial loan that the person used to finance education for a health profession obtained at an accredited education institution. Loan repayment is authorized only for expenses that occur after the point that a person *would* be eligible for commissioning as a health services officer in the AFHPSP/FAP.

1. Subject to the limits established herein, a loan repayment under the ADHPLRP may consist of payment of the principal, interest, and related expenses of a loan obtained by an eligible person for reasonable educational expenses and reasonable living expenses incurred during attendance at an accredited education institution. Taxes will be withheld in accordance with applicable tax laws.

2. The maximum annual award amount that the Secretary (or designee) of the Military Department concerned may grant a program participant shall be established by

the Office of the Secretary of Defense. This rate may be updated periodically.

3. The total length of a contract awarded for any participant may not exceed a period determined by dividing the original total value of qualified loans by the annual benefit, rounding up to the nearest whole number of years. The Services may further limit the length of contracts and may allow the member to extend for future years (within the maximum length as computed above) based on availability of funding or other reasons.

4. The loan repayments shall be paid to the lending institution on behalf of the member. Execution of the repayment process will begin after the member signs a written service agreement, is on Active Duty, completes the basic officer indoctrination course, has reported to his or her first permanent duty station, and has complied with all other Service requirements.

5. Loan repayment benefits are taxable, requiring that a portion of the annual benefit be withheld for tax and not be paid to the lending institution. The portion of the benefit representing taxes withheld will remain as a debt to the lending institution to be paid by the member. This section is to be applied in accordance with current tax authority.

E. Service Obligation:

1. Participants of the ADHPLRP shall incur an Active Duty obligation (ADO) consisting of a minimum two years, or one year of ADO for each annual repayment, whichever is greater. The ADO for ADHPLRP shall be served in addition to any education/training ADO (consecutively). The ADO for medical or dental officer multiyear retention bonus shall be served consecutive to the ADHPLRP ADO. No portion of the ADO for ADHPLRP shall be fulfilled:

- a. By prior military (Active or Reserve) service.
- b. During graduate professional education (internship, residency, fellowship, etc.).
- c. During an obligation incurred for any accession bonus.

2. In addition to the ADHPLRP ADO, participants shall incur a minimum term of three years of service on Active Duty if other than a physician, or two years if a physician. This minimum term will run concurrently with the ADHPLRP ADO, unless the ADO is less than the minimum term of service, in which case the member will not be

released from Active Duty until the minimum term has been served. Prior Active Duty service will not count toward the completion of this requirement.

3. Participants who enter Active Duty with ADHPLRP as their initial obligation will be subject to the standard eight-year Service obligation, a portion of which will be served as an Active Duty obligation as described above. This eight-year Service obligation is served concurrently with any other obligation. Subject to mutual agreement, the participant may fulfill any remaining obligation (after the ADO portion) in the Select Reserve (SELRES).

4. Participants who enter Active Duty with ADHPLRP as their initial obligation, and who subsequently apply for and are granted benefits for retention purposes, will incur a new minimum ADO as described in E.1. This new ADO will be served consecutively to the previously incurred ADO.

5. No portion of the ADHPLRP ADO may be reduced or satisfied through partial credit based on remaining loan repayment amounts that are less than the maximum annual amount. A qualifying loan balance that does not require the maximum authorized annual loan repayment will not result in a prorated ADO.

6. An ADO incurred for graduate professional education is in addition to and shall be served consecutively with the ADHPLRP ADO.

7. An individual who enters Active Duty through the ADHPLRP may not elect the Government Issue (G.I.) Bill benefits (and corresponding salary reduction) and may not use the G.I. Bill benefit until the ADHPLRP ADO has been satisfied. The ADHPLRP ADO does not count toward G.I. Bill requirements (pursuant to section 3033(b), Title 38, United States Code), and the length of service required by the G.I. Bill must be satisfied after the ADHPLRP ADO. An individual on Active Duty is not precluded from using both the G.I. Bill and ADHPLRP benefits so long as the individual completes the required length of service specified in the G.I. Bill and the ADHPLRP service obligation.

F. Failure to Complete Obligation:

1. An ADHPLRP participant who is relieved of his or her ADO before the completion of that ADO may be given, with or without the consent of the member, any of the following alternative obligations as determined by the Secretary of the Military Department concerned:

a. A Service obligation in another component of the Armed Forces for a period of time not less than the member's remaining ADO.

b. A Service obligation in a component of the SELRES for a period not less than twice as long as the member's remaining ADO.

c. Repayment to the Secretary of Defense of a percentage of the total cost incurred by the Secretary on behalf of the member equal to the percentage of the member's total ADO being relieved, plus interest on that calculated amount.

d. In addition to the alternative obligations specified above, if the member is relieved of ADO by reason of his or her separation because of a physical disability, the Secretary of the Military Department concerned may give the member a Service obligation as a civilian employed as a health care professional in a facility of the Uniformed Services for a period of time equal to the member's remaining ADO.

e. An individual who is not otherwise eligible to serve in another component of the Armed Forces shall be given an alternative obligation indicated in 1.c. or 1.d. above.

G. Procedures: The ADHPLRP shall be managed at the Service level. The Secretary of the Military Departments shall establish procedures to ensure their individual program is conducted in accordance with Title 10, United States Code, Section 2173, and the policies established herein. At a minimum, each Service program should include:

1. Designation of an ADHPLRP program manager.
2. Development of an ADHPLRP strategic plan that is updated annually, includes requirements and recruitment goals, and is coordinated with AFHPSP/FAP annual plans.
3. Establishment of an ADHPLRP selection process to ensure development of equitable selection criteria that can be applied in consistent manner.
4. A process to review, analyze, and ascertain qualified loans.

H. Service Agreement: Attachments 1a and 1b are the ADHPLRP standard Service agreements that shall be used by all three Services. Minor changes to accommodate Service-unique requirements are acceptable, but must be submitted to ASD (HA) prior to implementation.

I. Authority. The ADHPLRP is under the authority of Title 10, United States Code, Section 2173.

Armed Forces Active Duty Health Professions
Loan Repayment Program

FOR NEW ACCESSIONS

PRIVACY ACT STATEMENT

1. Authority: Chapter 109, Title 10, United States Code (U.S.C.), and Executive Order 9397 (SSN).
2. PRINCIPAL PURPOSE(S): Service agreement is used as the contract between a Military Department (Army/Navy/Air Force) and individual selected to enter the Active Duty Health Professions Loan Repayment Program (ADHPLRP), also referred to as the "program." The program offers financial support for authorized health care educational loan repayment in return for an Active Duty obligation.
3. ROUTINE USES: The Service agreement becomes a part of individual's official file at the applicable Military Department Personnel Center.
4. MANDATORY OR VOLUNTARY DISCLOSURE: Voluntary; however, failure to provide the information will result in the agreement not being processed and will prevent enrollment in the program.

APPLICANT INITIALS _____

NAME OF APPLICANT _____ SSN: _____

In accordance with my application to participate in Armed Forces Active Duty Health Professions Loan Repayment Program under Title 10, 10 U.S.C., Section 2173:

1. I hereby certify that:

a. I am a citizen of the United States of America.

b. I am fully qualified in a health profession that the Service Secretary has determined to be necessary to meet identified skill shortages and I have completed my education at an educational institution located and accredited in the United States or located in Puerto Rico and accredited in the United States; or I am enrolled as a full-time student (other than medicine or osteopathy) in my final year of studies at an educational institution located and accredited in the United States or located in Puerto Rico and accredited in the United States leading to a degree in (list) _____; or I am in my final year of an approved graduate program at an educational institution located and accredited in the United States or located in Puerto Rico and accredited in the United States leading to a specialty qualification in (initial one) _____ medicine, _____ dentistry, _____ osteopathic medicine, or _____ other (list) _____ health care profession.

c. Other than any military obligation, I am not obligated for future service to any health institution, community or other entity by virtue of any scholarship, grant, contract or other agreement, and I will not make any such contract or other agreement without approval of the Surgeon General until I have completed my service obligation under this program.

d. I have not incurred or am free of any court judgment in favor of the United States creating a lien against my property arising from a civil or criminal proceeding regarding a debt, and I am not in default of any Federal debt.

e. I am not currently and have never been a participant, as a student or graduate, of the Uniformed Services University of the Health Sciences.

f. I meet all requirements to practice without restriction in the profession or specialty for which trained and have a current, valid, unrestricted license/certification/registration or other equivalent qualification to practice based on my health care discipline, unless I am in my final year of training. I understand that I will not receive loan repayment prior to meeting the aforementioned criteria.

g. If a physician, I have a current, valid, unrestricted medical license, and I am eligible for board certification or enrolled in the final year of graduate medical education in a medical specialty to practice medicine in that specialty.

APPLICANT INITIALS _____

h. I meet the Military Department medical, physical fitness, and the appearance and weight standards.

i. If a final year dental or other health care degree student, I will become a certified, licensed dentist or other health care provider as appropriate in accordance with existing regulatory requirements.

j. If I had prior Active commissioned service (not periods of Active Duty for less than one year while serving in a Reserve Component) that was in the same corps designation as the health care discipline for which I am now applying under the HPLRP, I understand that I must have been separated at least 24 months from such Active service to receive ADHPLRP as an accession bonus (enter separation date, if applicable).

2. I acknowledge that I may not unilaterally terminate my participation in the program by: Refusing to apply for or accept the monetary benefits of the program set forth in this agreement; or noncompliance with Active Duty requirements.

3. I understand the Government's offer of loan repayment is contingent upon my meeting all eligibility requirements for program entry. I further understand this agreement is void if it is determined I am ineligible for program entry. By executing this contract, I represent that I meet all eligibility criteria for contracting in the program, as defined by statute, Service regulation or instructions, program policy/instruction and this service agreement. I represent that I have disclosed or will disclose any and all pre-existing medical conditions and nonmedical conditions that would make me ineligible for enrollment in the program as specified in the aforementioned guidance governing the program and this contract. If I am ineligible for program entry based on a particular medical or nonmedical condition, but such ineligibility may be waived, I must obtain an approved waiver before executing this agreement. Failure to disclose any disqualifying condition will subject me to disenrollment from the program and possible recoupment of benefits. I agree to comply with and perform administrative and other duties, consistent with program and Military Department requirements. I specifically acknowledge that loan repayment may be terminated if I fail to comply with Military Department requirements, as set forth in the regulatory, instruction, and policy guidance.

4. I understand and agree that I will be ordered to Active Duty and be required to perform professional duties consistent with Military Department requirements. If in my final year of an education or training program, I understand that upon completion of my education and training program I will be ordered to Active Duty in the health profession for which I was selected.

I further understand and acknowledge that this agreement is automatically void if: I fail to complete my studies or specialized training as scheduled; I fail to receive the appropriate specialty qualification; or I do not successfully complete the basic Military Department officer indoctrination training.

APPLICANT INITIALS _____

5. If in my final year of an education or training program, I will not be granted an extension to pursue studies or training, or to complete requirements prerequisite to receiving any other degree or specialized training. I further understand that, should I complete or terminate such studies or training prior to the anticipated date, I am obligated to immediately notify the Surgeon General, so that I may be ordered to Active Duty to fulfill my Active Duty obligation.

6. I agree to remain on Active Duty for the required period in addition to any other ADO.

7. Upon entering Active Duty, I understand that I must accept an appropriate appointment, reappointment, or designation as to grade and branch within the Service based upon my health profession. Further, that such reappointment may result in a lower grade than previously held as a commissioned officer. I agree to perform all administrative prerequisite requirements for reappointment or designation as to grade and branch within the Service, based upon my health profession. As an Active Duty officer, I understand that I must accept assignment or reassignment within the Military Department, based upon my health profession and Military Department requirements.

8. I further understand that any subsequent changes in my marital or dependent status, or in my physical condition will not be grounds for subsequent release from the terms of this contract, unless specifically provided for by statute or applicable Service Regulations/Instructions in effect at the time my status changes. I understand that I will not be permitted to voluntarily withdraw from the program or to be released from Active Duty, except when my release is determined by the Service Secretary to be in the best interests of the Government.

9. As a result of program participation, I understand that:

a. If I am entering Active Duty with ADHPLRP as my initial obligation, I will be subject to the standard eight-year Service obligation, a portion of which will be served as an Active Duty obligation as described above. This eight-year Service obligation is served concurrently with any other obligation. Subject to mutual agreement, I may fulfill any remaining obligation (after the ADO portion) in the SELRES.

- b. I will incur an ADO for ADHPLRP participation that is a minimum of two years or one year for each year of annual repayment, whichever is greater.

APPLICANT INITIALS _____

c. Prior Active Duty and participation in the course of study or specialty training will not count toward completion of the ADO described in 9b, above. I will not be released from Active Duty until I have served my ADO for ADHPLRP participation, in addition to any other ADO I might incur for participation in, or acceptance of, any other: Military accession bonuses or incentives; graduate professional education (GPE); DoD-sponsored education or training; multiple retention (post-accession) contracts; or multiyear or special pay incentives, as applicable, except when my release is determined by the Military Department to be in the best interest of the Government.

d. Unless otherwise relieved, I will serve, apart from my ADHPLRP ADO described in 9b, a minimum term of service (MTOS) on Active Duty of three years if other than a physician, or two years if a physician. My MTOS will run concurrently with my ADO. However, if my ADO is less than my MTOS, I will not be released from Active Duty until I have also served my MTOS. Any time spent on Active Duty after completion of the basic professional degree required for appointment to the health services category to which assigned (including time spent in discharging an ADO) will count toward the satisfaction of the MTOS. Prior Active Duty service will not count toward the completion of the MTOS.

e. I will incur a new minimum ADO as described in paragraph 9b above if I entered Active Duty with ADHPLRP as my initial obligation and subsequently apply for and am granted benefits for retention purposes. This new ADO will be served consecutively with the prior ADO.

f. If I am twice nonselected for promotion, have not yet fulfilled the term of continuous Active Duty under this agreement, and am offered selective continuation, then I agree to accept selective continuation on Active Duty, rather than elect to be discharged as a result of being twice nonselected for promotion.

10. I understand that the following provisions apply to the discharge of my ADO:

a. Time in graduate professional education (graduate medical, dental, or other health or health-related education, internships, residencies or fellowships) or long-term civilian training (degree or nondegree producing) is not creditable toward satisfying my ADHPLRP ADO.

b. Time spent on Active Duty beyond my incurred ADO will count toward repayment of the MTSO.

c. Time spent in nonmilitary graduate professional education or prior to completion of the professional degree and specialized training requirements will not be creditable toward satisfying my MTSO.

APPLICANT INITIALS _____

d. The ADHPLRP ADO is in addition to any obligation incurred as a result of participation in any accession bonus; GPE; DoD-sponsored education or training; multiple retention (post-accession) ADHPLRP contracts; or multiyear retention incentives/ bonuses. I may not serve all or any part of the ADO incurred by participation in this program concurrently with any other military obligation for the aforementioned programs and incentives.

e. An ADO incurred for any multiyear retention bonus or multiple retention (post-accession) contracts; or multiyear or special pay incentives shall be served at the completion of my ADHPLRP ADO.

f. An ADO incurred for GPE is in addition to and shall be served consecutively with the ADHPLRP ADO. ADHPLRP is not considered DoD-sponsored education or training, since the education/training being paid for occurred prior to the member being a member of the applicable Service.

g. An assertion of "community essentiality" will not be considered as a ground for relief from the program obligation, release from Active Duty, or for fulfilling the program obligation.

h. Time spent on Active Duty or Active Duty for training before completion of professional degree or specialized training requirements will not be credited toward fulfillment of any ADO.

i. If I am relieved of my ADO before the completion of that obligation, that I may be given, with or without my consent, any of the following alternative obligations, as determined by the Service Secretary:

(1) An obligation in another component of the Armed Forces for a time period not less than my remaining ADO.

(2) A Service obligation in a component of the Selected Reserve of a period not less than twice as long as my remaining ADO.

(3) Repayment to the Secretary of Defense of a percentage of the total cost incurred by the Secretary on my behalf that is equal to the percentage of the total ADO for which I am relieved, plus interest.

(4) In addition to the alternative obligations specified in paragraphs (1) through (3) above, if I am relieved of my ADO by reason of separation because of a physical disability, the Secretary may give me a Service obligation as a civilian employed as a health care professional in a facility of any of the Uniformed Services for a period of time equal to my remaining ADO.

APPLICANT INITIALS _____

j. I agree to be commissioned and serve my ADO in another military Service if the Surgeon General determines that I am excess to my Service's needs.

11. I understand that the following definitions apply to loan repayment:

a. Government loans are loans made by Federal, State, county, or city agencies that are authorized by law to make such loans.

b. Commercial loans are loans made by banks, credit unions, savings and loan associations, insurance companies, schools, and other financial or credit institutions that are subject to examination and supervision Federal or State agencies.

c. Reasonable educational expenses are educational costs that are required by the school's degree program. These costs include tuition, fees, books, supplies, educational equipment and materials, and clinical travel. The costs must be part of the estimated standard student budget of the school in which enrolled and be commensurate with educational expenses authorized under the Armed Forces Health Professions Scholarship Program (AFHPSP).

d. Reasonable living expenses include room and board, transportation, and other costs incurred at a college, university, and health professions school, as estimated each year by the school as part of the standard student budget. The amount of the loan to be repaid for living expenses shall not exceed the total annual stipend amount authorized under AFHPSP.

12. As a program member, I understand that I will:

a. Be commissioned as an officer in a Regular Component of the Service for which selected or retain my original appointment.

b. Be entitled to receive repayment of loans, as described in paragraph 11 above, used to finance my health profession education. Repayment may consist of loan amounts for principal, interest, and reasonable educational and living expenses, as described above. The maximum repayment shall be as prescribed by the Secretary of Defense, less any tax liability, paid to the lending institution on my behalf, for each year of Active Duty service. The maximum annual amount shall be prescribed by the Secretary of Defense and may be updated periodically. I understand that loan repayment processing commences after I have arrived at my first Active Duty assignment following completion of the Service's basic officer indoctrination training and provided documentation of the loan(s) for repayment acceptable to the Service, and meet all eligibility requirements. I further understand that if my final annual loan repayment is less than the maximum amount, the applicable ADO or minimum term of service in paragraph 9 above is not reduced or prorated.

APPLICANT INITIALS _____

c. Be responsible for the tax liability on payments made on my behalf as a participant of the ADHPLRP, which under federal law, are taxable income for the tax year in which the payments are made. I understand that the portion of the benefit representing taxes withheld will remain as a debt to the lending institution to be paid by myself. I further understand that the Defense Finance and Accounting Service (DFAS) is required by law to withhold 28 percent as Federal Income Tax withholding from all loan payments made on my behalf, but my individual tax liability will be based on my total taxable income. Additional amounts may be withheld for State income tax. I understand that these amounts will be reflected on tax withholding documentation (W-2s or equivalent) issued by DFAS.

d. Not be entitled to any benefits under the program if I have not completed the basic Service officer indoctrination training, if I fail to provide documentation acceptable to the Service of the loan(s) for repayment, or fail to have or maintain professional qualifications as required by the Service. I understand that repayment will be suspended or terminated upon my ineligibility to remain on Active Duty, my failure to maintain an appropriate Active Duty status, or my failure to maintain professional qualifications as required by the Service.

13. I further understand and agree that service performed in other than an Active Duty status while I am a member of this program will not be counted:

a. In determining eligibility for retirement other than by reason of a physical disability incurred while on Active Duty as a member of the program; or

b. To compute years of service creditable under 37 U.S.C. § 205.

14. I agree to reimburse the Government for the total costs it incurred or any portion thereof, plus interest, as determined by the Service Secretary, if I fail to complete my ADO under this contract; am terminated from program participation; or otherwise fail to fulfill any term or condition as the Secretary of the Military Department may prescribe to protect the interest of the United States. I will be required to reimburse the United States a percentage of the total cost incurred by the Military Department under the program on my behalf that is equal to the percentage of the unserved portion of my ADO, plus interest. I also understand I may not be relieved of my ADO solely because of willingness and ability to refund all payments made by the Government pursuant to Title 10, U.S.C.

APPLICANT INITIALS _____

a. I understand that my sexual orientation does not make me ineligible for contracting with the Military Department. Therefore, nothing in this paragraph requires a disclosure of my sexual orientation in violation of the Department of Defense Homosexual Conduct Policy. I understand that engaging in homosexual acts, as prescribed by Military Department regulations promulgated under Title 10 U.S.C., Section 654, is grounds for discharge from the military, and if I fail to complete my ADO under this contract due to engaging in homosexual acts, as prescribed by Military Department regulations promulgated under Title 10 U.S.C., Section 654, I agree to reimburse the United States a percentage of the total cost incurred by the Military Department under the program on my behalf that is equal to the percentage of the unserved portion of my ADO, plus interest.

b. I further understand that the Military Department cannot guarantee that my religious practices will be accommodated. I acknowledge and understand that it is Service policy to accommodate religious practices as long as the practice will not have an adverse impact on military readiness, unit cohesion, standards, health, safety, or discipline. I further acknowledge and understand that the Military Department has the right to amend or eliminate any such accommodation based on the needs of the Service. If I at any time apply for and receive a discharge due to conscientious objector status, I agree to reimburse the Government for all costs which it incurred, plus interest or, any portion thereof, as determined by the Secretary of the Military Department.

15. I understand that, as a commissioned officer and program participant, I am subject to military laws, rules, customs, and traditions that include restrictions on my personal behavior and conduct that are different from the restrictions imposed on nonmilitary personnel. I understand that false statements made, including but not limited to ones regarding my health or sexual orientation may result in prosecution.

16. I understand that all financial inducements and benefits, including, but not limited to, basic pay, housing allowances, health care benefits, bonuses, professional pay, variable incentive pay, special pay, retirement benefits, annual leave, and other benefits are either statutory or regulatory, and are subject to change at any time without notice, and any subsequent loss or change of such financial inducements or benefits by virtue of a statutory, regulatory or policy change shall not release me from any obligations incurred under this contract.

17. I understand that my ADHPLRP obligation will be added to my previously incurred Service obligation, currently calculated to be ___ years ___ months ___ days on Active Duty and ___ years ___ months ___ days in the Individual Ready Reserves (IRR). I understand that in return for ___ years of loan repayment, I shall serve ___ years ___ months, ___ days on extended Active Duty. I understand that my total obligation, including the ADHPLRP and prior obligation, shall be ___ years ___ months ___ days on extended Active Duty and ___ years, ___ months, ___ days in the IRR.

APPLICANT INITIALS _____

18. I acknowledge that this is the entire contract between the Military Department and me pertaining to the ADHPLRO, and that no oral or other agreements or understandings or representations affecting the contract or relating to my military service, except as otherwise specifically provided herein, are binding. If I have previously entered into a similar contract pertaining to the Armed Forces ADHPLRP, this contract shall replace and supersede that agreement. I agree that any remaining ADHPLRP obligation from that agreement shall be included and reflected in paragraph 17 above.

19. I have read and thoroughly understand the above statements of terms under which I am being enrolled, including all statutes, directives, policies and regulations, incorporated by reference. I understand that I will be subject to all of the requirements and lawful commands of the officers who may from time to time be placed over me. I certify that no promise of any kind has been made to me concerning assignment to duty as an inducement for me to sign this contract.

Date: _____

Name of Applicant: _____

Signature of Applicant: _____

Name of Witness (type or print): _____

Signature of Witness: _____

Accepted for and on behalf of the United States Army/Navy/Air Force,

Signature

Typed name, grade, title

ARMED FORCES SERVICE AGREEMENT

Armed Forces Active Duty Health Professions Loan Repayment
Program (ADHPLRP)

FOR RETENTION

PRIVACY ACT STATEMENT

1. Authority: Chapter 109, Title 10 United States Code (U.S.C.), and Executive Order 9397 (SSN).

2. PRINCIPAL PURPOSE(S): Service agreement is used as the contract between a Military Department (Army/Navy/Air Force) and an individual selected to enter the Active Duty Health Professions Loan Repayment Program (ADHPLRP), also referred to as the "program." The program offers financial support for authorized health care educational loan repayment in return for an Active Duty obligation.

3. ROUTINE USES: The Service agreement becomes a part of individual's official file at the applicable Military Department Personnel Center.

4. MANDATORY OR VOLUNTARY DISCLOSURE: Voluntary; however, failure to provide the information will result in the agreement not being processed and will prevent enrollment in the program.

APPLICANT INITIALS _____

NAME OF APPLICANT _____ SSN: _____

In accordance with my application to participate in Armed Forces Active Duty Health Professions Loan Repayment Program under Title 10, U.S.C., Section 2173.

1. I hereby certify that:

a. I am fully qualified in a health profession that the Service Secretary has determined to be necessary to meet identified skill shortages and I have completed my education at an educational institution located and accredited in the United States or located in Puerto Rico and accredited in the United States; or I am enrolled as a full-time student (other than medicine or osteopathy) in my final year of studies at an educational institution located and accredited in the United States or located in Puerto Rico and accredited in the United States leading to a degree in (list) _____; or I am in my final year of an approved graduate program at an educational institution located and accredited in the United States or located in Puerto Rico and accredited in the United States leading to a specialty qualification in (initial one) _____ medicine, _____ dentistry, _____ osteopathic medicine, or _____ other (list) _____ health care profession.

b. I have successfully completed the Service basic officer indoctrination or have equivalent credit as authorized by proper authority.

c. Other than any military obligation, I am not obligated for future service to any health institution, community or other entity by virtue of any scholarship, grant, contract or other agreement, and I will not make any such contract or other agreement without approval of the Surgeon General until I have completed my Service obligation under this program.

d. I have not incurred or am free of any court judgment in favor of the United States creating a lien against my property arising from a civil or criminal proceeding regarding a debt, and I am not in default of any Federal debt.

e. I am not currently and have never been a participant, as a student or graduate, of the Uniformed Services University of the Health Sciences.

f. I meet all requirements to practice without restriction in the profession or specialty for which trained and have a current, valid, unrestricted license/certification/registration, certification or other equivalent qualification to practice based on my health care discipline, unless I am in my final year of training. I understand that I will not receive loan repayment prior to meeting the aforementioned criteria.

APPLICANT INITIALS _____

g. If a physician, I have a current, valid, unrestricted medical license, and I am eligible for board certification or enrolled in the final year of graduate medical education in a medical specialty to practice medicine in that specialty.

h. I meet the Military Department medical, physical fitness, and the appearance and weight standards.

2. I acknowledge that I may not unilaterally terminate my participation in the program by: Refusing to apply for or accept the monetary benefits of the program set forth in this agreement; or noncompliance with Active Duty requirements.

3. I understand the Government's offer of loan repayment is contingent upon my meeting all eligibility requirements for program entry. I further understand this agreement is void if it is determined I am ineligible for program entry. By executing this contract, I represent that I meet all eligibility criteria for contracting in the program, as defined by statute, Service regulation or instructions, program policy/instruction and this service agreement. I represent that I have disclosed or will disclose any and all pre-existing medical conditions and nonmedical conditions that would make me ineligible for enrollment in the program as specified in the aforementioned guidance governing the program and this contract. If I am ineligible for program entry based on a particular medical or nonmedical condition, but such ineligibility may be waived, I must obtain an approved waiver before executing this agreement. Failure to disclose any disqualifying condition will subject me to disenrollment from the program and possible recoupment of benefits. I agree to comply with and perform Military Department requirements. I specifically acknowledge that loan repayment may be terminated if I fail to comply with administrative and other duties, consistent with program and Military Department requirements, as set forth in the regulatory, instruction, and policy guidance.

4. I understand and agree that I will be required to perform professional duties consistent with Military Department requirements. I further understand and acknowledge that this agreement is automatically void if: I do not successfully complete the basic Military Department officer indoctrination training.

5. I agree to remain on Active Duty for the required period in addition to any other Active Duty Obligation (ADO).

6. I agree to perform all administrative prerequisite requirements based upon my health profession. As an Active Duty officer, I understand that I must accept assignment or reassignment within the Military Department, based upon my health profession and

Military Department requirements.

7. I further understand that any subsequent changes in my marital or dependent status, or in my physical condition will not be grounds for subsequent release from the terms of this contract, unless specifically provided for by statute or applicable Service

APPLICANT INITIALS _____

Regulations/Instructions in effect at the time my status changes. I understand that I will not be permitted to voluntarily withdraw from the program or to be released from Active Duty, except when my release is determined by the Service Secretary to be in the best interests of the Government.

8. As a result of program participation, I understand that:

a. I will incur an ADO for ADHPLRP participation that is a minimum of two years or one year for each year of annual repayment, whichever is greater.

b. Prior Active Duty and participation in the course of study or specialty training will not count toward completion of the ADO described in 8a, above. I will not be released from Active Duty until I have served my ADO for ADHPLRP participation, in addition to any other ADO I might incur for participation in, or acceptance of, any other: Military accession bonuses or incentives; graduate professional education (GPE); Department of Defense (DoD)-sponsored education or training; multiple retention (post-accession) contracts; or multiyear or special pay incentives, as applicable, except when my release is determined by the Military Department to be in the best interests of the Government.

c. Unless otherwise relieved, I will serve, apart from my ADHPLRP ADO described in 8a, a minimum term of service (MTOS) on Active Duty of three years if other than a physician, or two years if a physician. My MTOS will run concurrently with my ADO. However, if my ADO is less than my MTOS, I will not be released from Active Duty until I have also served my MTOS. Any time spent on Active Duty after completion of the basic professional degree required for appointment to the health services category to which assigned (including time spent in discharging an ADO) will count toward the satisfaction of the MTOS. Prior Active Duty service will not count toward the completion of the MTOS.

d. I will incur a new minimum ADO as described in paragraph 8a above if I entered Active Duty with ADHPLRP as my initial obligation and subsequently apply for and am granted benefits for retention purposes. This new ADO will be served consecutively with the prior ADO.

e. If I am twice nonselected for promotion, have not yet fulfilled the term of continuous Active Duty under this agreement, and am offered selective continuation, then I agree to accept selective continuation on Active Duty, rather than elect to be discharged as a result of being twice nonselected for promotion.

9. I understand that the following provisions apply to the discharge of my ADO:

APPLICANT INITIALS _____

a. Time spent in graduate professional education (graduate medical, dental, or other health or health-related education, internships, residencies or fellowships) or long-term civilian training (degree or nondegree producing) are not creditable toward satisfying my ADHPLRP ADO.

b. The ADHPLRP ADO is in addition to any obligation incurred as a result of participation in any accession bonus; GPE; DoD-sponsored education or training; multiple retention (post-accession) ADHPLRP contracts; or multiyear retention incentives/ bonuses. I may not serve all or any part of the ADO incurred by participation in this program concurrently with any other military obligation for aforementioned programs.

c. An ADO incurred for any multiyear retention bonus or multiple retention (post-accession) contracts; or multiyear or special pay incentives shall be served at the completion of my ADHPLRP ADO.

d. An ADO incurred for GPE is in addition to and shall be served consecutively with the ADHPLRP ADO. ADHPLRP is not considered DoD-sponsored education or training, since the education/training being paid for occurred prior to the member being a member of the applicable Service.

e. An assertion of "community essentiality" will not be considered as a ground for relief from the program obligation, release from Active Duty, or for fulfilling the program obligation.

f. Time spent on Active Duty or Active Duty for training before completion of professional degree or specialized training requirements will not be credited toward fulfillment of any ADO.

g. If I am relieved of my ADO before the completion of that obligation, that I may be given, with or without my consent, any of the following alternative obligations, as determined by the Service Secretary:

(1) An obligation in another component of the Armed Forces for a time period not less than my remaining ADO.

(2) A Service obligation in a component of the Selected Reserve of a period not less than twice as long as my remaining ADO.

(3) Repayment to the Secretary of Defense of a percentage of the total cost incurred by the Secretary on my behalf that is equal to the percentage of the total ADO for which I am relieved, plus interest.

APPLICANT INITIALS _____

(4) In addition to the alternative obligations specified in paragraphs (1) through (3) above, if I am relieved of my ADO by reason of separation because of a physical disability, the Secretary may give me a Service obligation as a civilian employed as a health care professional in a facility of any of the Uniformed Services for a period of time equal to my remaining ADO.

h. I agree to serve my ADO in another military Service if the Surgeon General determines that I am excess to my Service's needs.

10. I understand that the following definitions apply to loan repayment:

a. Government loans are loans made by Federal, State, county, or city agencies that are authorized by law to make such loans.

b. Commercial loans are loans made by banks, credit unions, savings and loan associations, insurance companies, schools, and other financial or credit institutions that are subject to examination and supervision Federal or State agencies.

c. Reasonable educational expenses are educational costs that are required by the school's degree program. These costs include tuition, fees, books, supplies, educational equipment and materials, and clinical travel. The costs must be part of the estimated standard student budget of the school in which enrolled and be commensurate with educational expenses authorized under the Armed Forces Health Professions Scholarship Program (AFHPSP).

d. Reasonable living expenses include room and board, transportation, and other costs incurred at a college, university, and health professions school, as estimated each year by the school as part of the standard student budget. The amount of the loan to be repaid for living expenses shall not exceed the total annual stipend amount authorized

under AFHPSP.

11. As a program member, I understand that I will:

a. Retain my original appointment.

b. Be entitled to receive repayment of loans, as described in paragraph 10 above, used to finance my health profession education. Repayment may consist of loan amounts for principal, interest, and reasonable educational and living expenses, as described above. The maximum repayment shall be as prescribed by the Secretary of Defense, less any tax liability, paid to the lending institution on my behalf, for each year of Active Duty service. The maximum annual amount may be increased periodically, at the rate prescribed by the Secretary of Defense. I understand that loan repayment processing commences after I have provided documentation of the loan(s) for repayment acceptable to the Service, and meet all eligibility requirements. I further understand that if my final annual loan repayment is less than the maximum amount, the applicable ADO or minimum term of service in paragraph 8 above is not reduced or prorated.

APPLICANT INITIALS _____

c. Be responsible for the tax liability on payments made on my behalf as a participant of the ADHPLRP, which under Federal law, are taxable income for the tax year in which the payments are made. I understand that the portion of the benefit representing taxes withheld will remain as a debt to the lending institution to be paid by myself. I further understand that the Defense Finance and Accounting Service (DFAS) is required by law to withhold 28 percent as Federal Income Tax withholding from all loan payments made on my behalf, but my individual tax liability will be based on my total taxable income. Additional amounts may be withheld for State income tax. I understand that these amounts will be reflected on tax withholding documentation (W-2s or equivalent) issued by DFAS.

d. Not be entitled to any benefits under the program if I have not completed the basic Service officer indoctrination training, if I fail to provide documentation acceptable to the Service of the loan(s) for repayment, or fail to have or maintain professional qualifications as required by the Service. I understand that repayment will be suspended or terminated upon my ineligibility to remain on Active Duty, my failure to maintain an appropriate Active Duty status, or my failure to maintain professional qualifications as required by the Service.

12. I further understand and agree that service performed in other than an Active Duty status while I am a member of this program will not be counted:

a. In determining eligibility for retirement other than by reason of a physical disability incurred while on Active Duty as a member of the program; or

b. To compute years of service creditable under 37 U.S.C. § 205.

13. I agree to reimburse the Government for the total costs it incurred, plus interest, or any portion thereof, as determined by the Service Secretary, if I fail to complete my ADO under this contract; am terminated from program participation; or otherwise fail to fulfill any term or condition as the Secretary of the Military Department may prescribe to protect the interest of the United States. I will be required to reimburse the United States a percentage of the total cost incurred by the Military Department under the program on my behalf that is equal to the percentage of the unserved portion of my ADO, plus interest. I also understand I may not be relieved of my ADO solely because of willingness and ability to refund all payments made by the Government pursuant to Title 10, U.S.C.

a. I understand that my sexual orientation does not make me ineligible for contracting with the Military Department. Therefore, nothing in this paragraph requires a disclosure of my sexual orientation in violation of the Department of Defense Homosexual Conduct Policy. I understand that homosexual conduct, as prescribed by Military Department regulations promulgated under 10 U.S.C. Section 654, is grounds for discharge from the military, and if I fail to complete my ADO under this contract due to engaging in homosexual acts, as prescribed by Military Department regulations promulgated under 10 U.S.C. Section 654, I agree to reimburse the United States a percentage of the total cost incurred by the Military Department under the program on my behalf that is equal to the percentage of the unserved portion of my ADO, plus interest.

APPLICANT INITIALS _____

b. I further understand that the Military Department cannot guarantee that my religious practices will be accommodated. I acknowledge and understand that it is Service policy to accommodate religious practices as long as the practice will not have an adverse impact on military readiness, unit cohesion, standards, health, safety, or discipline. I further acknowledge and understand that the Military Department has the right to amend or eliminate any such accommodation based on the needs of the Service. If I at any time apply for and receive a discharge due to conscientious objector status, I agree to reimburse the Government for all costs which it incurred, plus interest or, any portion thereof, as determined by the Secretary of the Military Department.

14. I understand that, as a commissioned officer and program participant, I am subject to military laws, rules, customs and traditions that include restrictions on my personal

behavior and conduct that are different from the restrictions imposed on nonmilitary personnel. I understand that false statements made, including but not limited to ones regarding my health or sexual orientation may result in prosecution.

15. I understand that all financial inducements and benefits, including, but not limited to, basic pay, housing allowances, health care benefits, bonuses, professional pay, variable incentive pay, special pay, retirement benefits, annual leave, and other benefits are either statutory or regulatory, and are subject to change at any time without notice, and any subsequent loss or change of such financial inducements or benefits by virtue of a statutory, regulatory or policy change shall not release me from any obligations incurred under this contract.

16. I understand that my ADHPLRP obligation will be added to my previously incurred Service obligation, currently calculated to be years, months, days on Active Duty and years, months, days in the Individual Ready Reserves (IRR). I understand that in return for years of loan repayment, I shall serve years months days on extended Active Duty. I understand that my total obligation, including the ADHPLRP and prior obligation shall be year's month's days on extended Active Duty and _____ years, _____ months, _____ days in the IRR.

APPLICANT INITIALS _____

17. I acknowledge that this is the entire contract between the Military Department and me pertaining to the Armed Forces Active Duty Health Professions Loan Repayment Program, and that there are no oral or other agreements or understandings or representations affecting the contract or relating to my military service, except as otherwise specifically provided herein, are binding. If I have previously entered into a similar contract pertaining to the Armed Forces ADHPLRP, this contract shall replace and supersede that agreement shall be included and reflected in paragraph 16 above.

18. I have read and thoroughly understand the above statements of terms under which I am being enrolled, including all statutes, directives, policies and regulations, incorporated by reference. I understand that I will be subject to all of the requirements and lawful commands of the officers who may from time to time be placed over me. I certify that no promise of any kind has been made to me concerning assignment to duty as an inducement for me to sign this contract.

Date: _____

Name of Applicant: _____

Signature of Applicant: _____

Name of Witness (type or print): _____

Signature of Witness: _____

Accepted for and on behalf of the United States of Army/Navy/Air Force,

Signature: _____

Typed name, grade, title