Armed Forces Health Professions Financial Assistance Program
Medical/Dental (AFHPFAP) - 21053/22053
Service Agreement

PRIVACY ACT STATEMENT

AUTHORITY: 5 U.S.C. 301, Departmental Regulations, 10 U.S.C. Sections governing authority to appoint officers; 10 U.S C. 591, 600, 716, 2107, 2122, 5579, 5600; Merchant Marine Act of 1939 (as amended); and E.O.s 9397, 10450, and 11652

PRINCIPAL PURPOSES: To manage and contribute to the recruitment of qualified men and women for officer programs and the regular and reserve components of the Navy. To ensure quality military recruitment and to maintain records pertaining to the applicant's personal profile for purposes of evaluation for fitness for commissioned service.

ROUTINE USE(S): In addition to those disclosures generally permitted under 5 U.S.C. 552a(b) of the Privacy Act, these records or information contained therein may specifically be disclosed outside the DoD as a routine use pursuant to 5 U.S.C. 552a(b)(3) as follows:

To the Department of Transportation in the performance of their official duties relating to the recruitment of Merchant Marine personnel, to the Veterans Administration and Selective Service Administration in the performance of their official duties related to enlistment and reenlistment eligibility and related benefits, and to other departments and agencies of the Executive Branch of government in the performance of their official duties related to the management of quality military recruitment as published in the Federal Register.

DISCLOSURE: Disclosure is voluntary, however, without this information, your entry into the Armed Forces Health Professions Financial Assistance Program (AFHPFAP) could not be accomplished. A social security number is necessary to make positive identification of the individual and to permit this service agreement to become part of the official service record.

Having agreed to participate in the United States Navy component of the AFHPFAP. I understand that as a member of this program, I will be commissioned as an Officer in the United States Navy, unless sooner separated or called to active duty by the United States Navy.
I certify that I am a citizen of the United States of America.

NAME: (LAST NAME, FIRST NAME, MIDDLE NAME) _____

SOCIAL SECURITY NUMBER: _____

1. I will:

a. Be commissioned in the U. S. Navy (Designator 21053 of 22053) in the rank and grade of Lieutenant (O3), unless I am eligible to hold a higher grade under another law. As a member of this program, I will be required to serve one 14-day active duty tour, during each 12-month period of program participation. When on active duty, I will be subject to the Uniform Code of Military Justice and to Navy Uniform Regulations.

b. Be discharged from any enlisted or Officer status, prior to the start of postgraduate training. If in commissioned status, holding a regular or reserve commission, I must resign my regular or reserve commission prior to entering this program of study.

c. Enter as a full-time student at an institution accredited, by the Accreditation Council for Graduate Medical Education or American Osteopathic Association or American Dental Association, pursuing a specialized health profession program, as stipulated by the United States Navy.

d. Remain an active member of this program while completing all phases of my professional education until I have satisfied all requirements for that specialized health profession program.

e. Immediately advise the United States Navy of any changes in my status (to include health, academic standing, etc.), which may affect my eligibility to receive financial assistance benefits. I understand if I fail any course, subsequent to selection for this program, but prior to my eligibility for benefits date, have a change in my medical status, or fail to meet the other requirements of this program; the United States Navy may withdraw me from the program. If I am withdrawn from the program, I may be processed for separation from the United States Navy or be called to extended active duty according to the terms and provisions of the service agreement and applicable United States Navy regulations.

f. Comply with administrative regulations and directives issued to me by the United States Navy relative to my obligations and participation as a member of this program. If I fail to comply with administrative directives or if during any period the United States Navy is unable to determine my academic military training, postgraduate training, medical or marital status, or my correct mailing address, the United States Navy may withhold my benefits until such time as I do comply or the requisite determination can be made.

Initial: _____ Date: _____

2. I have not incurred and will not incur any medical or dental practice obligations other than those required by the United States Navy. Further, in the event I incur an obligation for service to another organization (e.g. a state for payment of a portion of my educational expense to the professional school I attend), even if this obligation is without my knowledge, the United States Navy may dis enroll me from this program.

3. I do not presently have a firm, fixed, or sincere objection by reason of religious training and belief to participation in war in any form or the bearing of firearms. I recognize that acceptance of public funds for my health professions program under this service agreement is inconsistent with such beliefs. I have no present intent to seek release from my ADSO on this basis in the future and recognize that my sincerity and motives would be in serious question should I attempt to do so after substantial public funds have been expended on my education.

4. I have disclosed all information in my possession and knowledge that may be disqualifying or may affect my eligibility for service in the United States Navy. If such information comes into my possession or knowledge at any time prior to my entry onto active duty, I will immediately notify the United States Navy. I understand that if I have intentionally withheld such information, or fail to provide such information that I may obtain in the future, I may be subject to separation from the United States Navy and/or incur a financial obligation for all public funds expended for my education.

5. Benefits will begin on the latest of the following dates:

a. The first day of scheduled classes for the academic year school term.

b. Date of the AFHPFAP service agreement.

c. Date of the Oath of Office.

6. I agree and understand:

a. Payment of my stipend terminates upon the date of formal graduation or upon completion of program requirements if it precedes formal program completion by more than 45 days.

b. I am required to perform a tour of 14 days of active duty for each 12 months of participation in this program.

c. All financial inducements or benefits are prescribed by law and regulations of the Department of Defense. Such laws and regulations are subject to change and I understand and agree that any change in financial inducements or benefits due to a change in law or regulation will apply to me and does not relieve me from any obligation under this service agreement.

d. I will not be relieved of my active duty obligation solely because I am willing and able to reimburse the Government for the total cost of advanced education.

e. I will accept reappointment or designation within the United States Navy based on my health profession and receive the active duty pay and allowances and benefits for the rank appointed, as provided by the pertinent statutes and regulations.

f. i. That sections 671a and 671b of Title 10, United States Code, currently provide as follows:

(1) "671a. Members: Service extension during war. Unless terminated at an earlier date by the Secretary concerned, the period of active service of any member of an armed force is extended for the duration of any war in which the United States may be engaged and for six months thereafter."

(2) "671b. Members: Service extension when Congress is not in session.

(a) Notwithstanding any other provision of law, when the President determines that the national interest so requires, he may, if Congress is not in session, having adjourned sine die, authorize the Secretary of Defense to extend for not more than six months enlistments, appointments, periods of active duty, periods of active duty for training, periods of obligated service, or other military status, in any component of the Armed Forces of the United States, that expires before the thirtieth day after Congress next convenes or reconvenes.

(b) An extension under this section continues until the sixtieth day after Congress next convenes or reconvenes or until the expiration of the period of extension specified by the Secretary of Defense, whichever occurs earlier, unless sooner terminated by law or Executive order."

7. Active Duty Service Obligation (ADSO). I agree and understand:

a. I will incur an eight-year service obligation for any participation in the program. That in return for _____ years of sponsorship in the AFHPFAP, I shall serve _____ years on extended active duty and serve _____ years in the Individual Ready Reserve (IRR), unless it is served on active duty or in the Selected Reserve.

Initial: _____ Date: _____

b. My ADSO for sponsorship in the AFHPFAP is based upon the provisions in effect on the date my program benefits commence.

c. I agree to serve any active duty obligation incurred or to reimburse the government for all costs incurred as a result of participation in this program if I fail to complete my obligation under this agreement because of action not initiated by the government. This does not relieve me from any obligation to reimburse the government should the action initiated by the government be the result of my own misconduct. The Secretary of the Navy may waive this requirement if it is determined to be in the best interest of the government.

d. Apart from my educational ADSO, I will incur a minimum term of service of three (3) years on active duty. My minimum term of service will run concurrently with my educational ADSO; but if my ADSO is less than my minimum term of service, I will not be released from active duty until I have also served my minimum term of service. Any time spent on active duty after completion of my health profession degree will count toward completion of my minimum term of service unless otherwise specified in this service agreement. As a 1-year AFHPFAP sponsorship, I incur a 2-year educational ADSO. As a 2-year AFHPFAP sponsorship, I incur a 3-year educational ADSO. As a 3-year AFHPFAP sponsorship, I incur a 4-year educational ADSO. As a 4-year AFHPFAP sponsorship, I incur a 5-year AFHPFAP sponsorship. Basically, after 1-year of AFHPFAP sponsorship ADSO is one year more than the sponsorship time. Two years is the minimum educational ADSO for an AFHPFAP. I will not be relieved of any educational ADSO while attending a Navy sponsored post-graduate specialty training.

e. I will not be relieved of any previously incurred ADSO as a result of participation in the AFHPFAP. I cannot serve any part of the ADSO incurred from AFHPFAP participation concurrently with any other ADSO. My total ADSO will be served consecutively and will be the sum incurred from all sources. Obligations are served in the order incurred.

f. I will not receive credit toward fulfilling my ADSO for the annual active duty period I perform as an AFHPFAP participant. Any other ADSO acquired from any uniformed services training/services (e.g., United States Naval Academy or Reserve Officer's Training Corps) cannot be served while in the AFHPFAP or during annual active duty periods. I will not receive credit for services performed as an AFHPFAP member in determining eligibility for retirement, except for a physical disability incurred while on an annual active duty period.

g. That pregnancy, or custody of minor child, is not an automatic reason for separation. It is United States Navy policy that female service members, including those who have incurred an ADSO for extensive sponsored education and training, will not be released from their obligations solely on the basis of pregnancy or childbirth.

8. A discharge in bankruptcy under Title 11, United States Code, will not release me from my obligation to reimburse the United States as required under the terms of this service agreement if the final decree of the discharge in bankruptcy is issued within a period of five years after the last day from the period I have agreed to serve on active duty.

9. I agree and understand:

a. Any additional training following completion of the AFHPFAP sponsored specialty program will result in an additional consecutive ADSO whether the training is done in a military or civilian facility. Active duty service commitment rules referenced regarding additional training are subject to change. The directives current at the time of entering or signing an agreement to enter additional training will govern the ADSO regarding the training.

10. Leave Without Pay (LWOP). The AFHPFAP Program Director must approve all LWOP requests 30 days in advance. If this is not possible, notification must be made as soon as possible. This is done electronically via email address listed above. Approval of a LWOP from the scholarship program is separate from any approval from the school. A LWOP that is not approved constitutes a withdrawal from school and may result in loss of scholarship eligibility and immediate orders to active duty.

You must be approved for LWOP in advance by the Navy (without regard to school approval) and may be approved for up to twelve months. LWOP for an additional educational pursuit is rarely authorized, and is evaluated on a case-by-case basis.

All LWOP requests are submitted via the OH email address: OH@med.navy.mil before the proposed effective date.

11. Federal income tax liability with respect to program entitlements is determined by Statute and/or rules and regulations of the Commissioner of Internal Revenue. According to current rules, benefits listed below are taxable. While a member of the AFHPFAP in good standing, I understand that I am entitled to:

a. An annual grant and a monthly stipend at a rate prescribed by a statute or Department of Defense directives except when serving on an active duty tour. Pay received from the training institution, if applicable, can be kept by the member but is still subject to the rules and regulations of the Commissioner of Internal Revenue for tax purposes.

b Receive the pay and allowances of a Lieutenant (0-3), unless I am eligible to hold a higher grade under another law, during one 14-day active duty for training tour for each 12-month period of participation in the program, as directed by the United States Navy.

c. Have all educational expense paid that the United States Navy deems normal and required, including tuition, required books and fees, and laboratory expenses but excluding personal living expenses.

Initial: _____ Date: _____

12. If my specialty training is terminated due to deficiency in academic performance or conduct; or if, for other reasons, I must repeat an academic period or discontinue my professional education; or if I refuse to comply with or fail to meet the applicable standards of the United States Navy (including weight, physical fitness, and medical qualification), then the United States Navy will suspend my AFHPFAP benefits unless I am deemed eligible for continued participation in the AFHPFAP. Extensions of this program will not be granted for the purpose of pursuing studies toward completion of course requirements prerequisite to receiving any other degree. I further agree to obtain permission from the Commanding Officer, Navy Medical Manpower Personnel Training and Education Command before transferring to another specialty or institution. In the case of repeating an academic term, the United States Navy may place me on Leave of Absence for that period or exercise one of the options in paragraphs 13 and 14 below.

13. Only the Secretary of the United States Navy (or designee) may excuse me from my obligation to serve on active duty for the period specified in this agreement. If I am relieved of my ADSO for any reason before completion of that ADSO, I may be given, with or without my consent, any of the following alternative obligations, as determined by the Secretary of the United States Navy:

a. Service obligation in another armed force for a period of time not less than my remaining ADSO, but in no instance will the ADSO be less than the two-year minimum ADSO for the first year of the AFHPFAP.

b. Service obligation in a component of the Selective Reserve for a period not less than twice as long as my remaining ADSO.

c. Repayment of percentage of the total cost of my program incurred by the Secretary, on my behalf, equal to the percentage of my total ADSO being relieved, plus interest.

14. If I am relieved of an ADSO by reason of my separation because of a physical disability, the United States Navy may give me 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 my remaining ADSO or initiate discharge and recoupment actions.

15. I understand that if I fail to complete the total period of active duty specified due to non-selection for promotion to the next higher grade for the second time, and decline selective continuation to remain on active duty, I will reimburse the United States in one lump sum for the total cost of advanced educational aid provided by the US Government. If I have served a portion of the active duty obligation, then reimbursement will be prorated.

16. I understand that the basic entry age standard for appointment in the active and Reserve components of the Medical Corps or Dental Corps is that I be able to attain 20 years of continuous active service by age 62. This entry age standard may be raised to allow 20 years of service by age 64 when a manning shortfall exists in a primary specialty authorized by the Chief of Naval Operations. The maximum entry age standard of 47 years may be used during wartime situations when critical specialties are needed, in accordance with OPNAVINST 1120.8 and OPNAVINST 1120.5 series. Age limits may be waived further on a case-by-case basis to reduce manning shortages. By initialing below I understand that:

a. If I am unable to complete 20 years of active commissioned service by age 62, I will be ineligible for Regular appointment.

b. I may be unable to complete 20 years of active commissioned service prior to reaching the currently prescribed retirement or release from active duty age of 62. I understand that a waiver to remain on active duty beyond age 62 may be requested, prior to reaching age 62, from the Secretary of the Navy. Waiver approval will be based on the needs of the Navy at that time.

Initial _____ *Date* _____

17. Should any dispute arise over the terms or conditions of this service agreement, or if I hereafter seek discharge from military service or release from my ADSO, I acknowledge, and agree to exhaust my available administrative remedies prior to seeking judicial review. Exhaustion of the United States Navy Board for the Correction of Military Records (NBCMR) remedy (10 U.S.C. 1552) shall be mandatory in every case except with respect to applications for classifications as a conscientious objector under 50 USC, Section 456. I will remain subject to active duty or transfer orders while exhausting administrative remedies.

18. I understand that this is the entire service agreement between the United States Navy and myself and that there are no oral or other agreements, understandings, or representations affecting the service agreement or relating to my military service, except as otherwise specifically provided herein and with in the Statement of Understanding attached.

SIGNATURE OF WITNESSING OFFICER	SIGNATURE OF APPLICANT
TYPED OR PRINTED NAME OF WITNESSING OFFICER	TYPED OR PRINTED NAME OF APPLICANT
DATE (TYPED OR PRINTED)	