

FISCAL YEAR 2013

MEDICAL CORPS OFFICER SPECIAL PAY PLAN

A. PURPOSE: To promulgate pay rates and policy for the Navy Medical Corps Officer special pay program.

B. APPLICABILITY: The provisions of this policy memorandum apply to the Bureau of Medicine and Surgery and officers within the Medical Corps.

C. TERMS AND DEFINITIONS:

1. Medical Corps Officer. An officer of the Medical Corps of the Navy, who is on active duty under a call or order to active duty for a period of not less than one year.

2. Creditable Service. Includes all periods that the officer spent in graduate medical education i.e. completed internships, residencies, fellowships while not on active duty and all periods of active duty as a Medical Corps officer.

3. Subspecialties. Specialties grouped for pay purposes into the following categories:

a. Subspecialty Category I. Includes cardio-thoracic surgery, colon and rectal surgery, oncology surgery, pediatric surgery, plastic surgery, trauma/critical care surgery, vascular surgery and fellowship trained orthopedic surgeons.

b. Subspecialty Category II. Includes nuclear medicine physicians.

c. Subspecialty Category III. Includes internal medicine and pediatric fellowship trained physicians in: allergy/immunology, nephrology, hematology/oncology, and neonatology.

d. Subspecialty Category IV. Includes all internal medicine/pediatric subspecialties not listed in *Subspecialty Category I or III* or listed separately in Table 1.

e. Subspecialty Category V. Includes physicians who are fellowship trained in ophthalmology, otolaryngology, obstetrics/gynecology, and urology.

4. Residency. A successfully completed formal program of medical specialty or subspecialty training.

5. Specialty. Medical specialty for which there is an identifying specialty skill identifier number and a Naval Officer Billet Classification number.

6. Privileged. Members who are not fully privileged must at least be under a plan of supervision leading towards full privileges, and successfully meeting goals required by the privileging authority, or have a waiver, which must be endorsed by their Corps Chief, and approved by Deputy Chief, BUMED, Total Force (M1).

7. Practicing. Practicing requirements are directed by the privileging authority to ensure member is maintaining adequate skills in the specialty for which the Multiyear Special Pay/Incentive Special Pay (MSP/ISP) are being paid.

D. MULTIYEAR SPECIAL PAY (MSP):

1. Annual payment amounts for multiyear contracts will be in the amounts indicated in Table 1. Officers may be paid at the rate for any specialty for which they are currently credentialed, but the MSP and ISP specialty must be the same.

2. Eligibility. A Medical Corps officer:

- a. who is below the grade of O-7, and
- b. who has a current, valid, unrestricted license or approved waiver, and
- c. who has at least eight years of creditable service, or has completed any active duty service commitment incurred for medical education and training, and
- d. who has completed initial residency training, or is scheduled to complete initial residency training before October 1, of the fiscal year in which the officer enters into an agreement, and
- e. who executes a written agreement to remain on active duty for two, three or four years that is accepted by the Chief, BUMED (or designee) , and
- f. who remains privileged and practicing during the length of the MSP agreement in the specialty for which the MSP agreement authorizes member to receive payment for or has a waiver, which must be endorsed by their Corps Chief, and approved by Deputy Chief, BUMED, Total Force (M1).

Note: Based on Service unique requirements, the Chief, BUMED (or designee) may decline to offer MSP to any specialty that is otherwise eligible or restrict the length of an MSP contract for a specialty to less than four years.

3. Subject to acceptance by the Chief, BUMED (or designee), a Medical Corps officer with an existing MSP contract may terminate that contract to enter into a new MSP contract with an equal or longer obligation at the MSP annual rate in effect at the time of execution of the new MSP contract. The new obligation period cannot

retroactively cover any portion or period under the old contract that was already executed.

4. Active duty service obligations for MSP will be established as follows:

a. Active Duty Obligations (ADO) for education and training and previous multiyear pay agreements will be served before serving the ADO for MSP. The MSP ADO is served after (consecutive) any other existing ADO for education and training has been completed.

b. When no education and training ADO exists at the time of an MSP agreement execution, the ADO for MSP is served concurrently with the MSP agreement period and all non-education and training ADOs. Also, if the MSP agreement is executed before the start date of fellowship training and no other education and training ADO exists, the MSP ADO is served concurrently with the MSP agreement period. If the member does have pre-existing obligation for education and training and the member takes an MSP prior to entering a fellowship the MSP obligation will be consecutive with the pre-existing obligation, but concurrent with the fellowship training and obligation. However, if the MSP agreement is executed on or after the start date of fellowship training, the physician is obligated for the full fellowship period and the MSP ADO will begin one day after the fellowship ADO is completed. Once a physician has begun to serve an MSP ADO, it will be served concurrently with any existing ADO including obligations for other annual special pay agreements or medical education and training obligations incurred after the execution date for that particular MSP agreement.

c. Obligations for Additional Special Pay (ASP) and Incentive Special Pay (ISP) may be served concurrently with any other service obligation.

d. The ADO for Special Pay, promotion, doctorate degree, master's degree, and non-medical military training attended while on active duty will run concurrently with any MSP obligation.

E. INCENTIVE SPECIAL PAY (ISP):

1. Eligibility. A Medical Corps officer:

a. who is below the grade of O-7, and

b. who has a current, valid, unrestricted license or approved waiver, and

c. who has completed specialty qualification (residency) before October 1, of the fiscal year in which the officer enters into an agreement, except for cases listed in paragraph E.6., below, and

d. who remains privileged and practicing during the length of the ISP agreement in the specialty for which the ISP agreement authorizes member to receive payment for or has a waiver, which must be endorsed by their Corps Chief, and approved by Deputy Chief, BUMED, Total Force (M1).

e. who executes a written agreement to remain on active duty for a period of not less than one year beginning on the date the officer accepts the award of ISP. ISP agreements cannot be entered into for less than one year, nor aligned with separation or retirement unless taken with an MSP.

Note: Subject to the acceptance by the Chief, BUMED (or designee), a Medical Corps officer must be currently credentialed and privileged at a medical treatment facility in the specialty for which ISP is to be paid.

2. Annual ISP payments for contracts beginning on or after October 1, 2012 will be in the amounts indicated in Table 1, *as further explained in paragraph 4 below*. Unless otherwise listed, subspecialties of the primary specialty are included with the primary specialty.

3. The Chief, BUMED (or designee) may approve recommendations for ISP payments to fully qualified physicians assigned to positions requiring a substantial portion of time performing military unique duties under adverse conditions or in remote locations outside the United States or that preclude the ability to spend appropriate time in a clinical setting. A waiver for not meeting privileged and practicing requirements must be endorsed by their Corps Chief and approved by Deputy Chief, BUMED Total Force (M1).

4. Subject to acceptance by the Chief, BUMED (or designee), a medical officer eligible for, but not under an MSP agreement, may enter into a new one-year ISP agreement at the one-year rate listed in Table 1. To receive the multiyear ISP rate listed in Table 1 while eligible for MSP, an MSP contract must be executed. If a member is not eligible for MSP due to a training obligation, the “one-year ISP Rate without MSP” listed in Table 1 applies. Termination of a current ISP contract prior to its expiration can only be done in conjunction with execution of a new MSP.

5. Medical Corps officers who enter an MSP contract at the rates stated herein may enter an ISP contract during FY 2013 at the amount listed in Table 1 for the same specialty as stated on the MSP contract. The officer would continue ISP eligibility at that rate for each active year of the MSP contract. Should future reassessments cause an increase to the ISP rate for a specialty, the officer may take advantage of that increase only by signing a new MSP contract (at the annual rate in effect at the time the new contract is signed) with an equal or longer obligation.

6. ISP shall not be paid during the same fiscal year in which the qualifying residency training is completed. However, if the qualifying training is completed out of cycle (at a time prior to the end of June) and it is not the fault of the Medical Corps officer, the ISP may be granted during the same fiscal year in which the qualifying residency is completed. The effective date for ISP shall be calculated from the completion of the qualifying training plus three months. This keeps all Medical Corps officers eligible for ISP consistent in how their eligibility date is calculated.

F. VARIABLE SPECIAL PAY (VSP): Medical Corps officers on active duty under a call or order to active duty for a period of not less than one year are entitled to VSP at the amounts listed in Table 2.

G. ADDITIONAL SPECIAL PAY (ASP): Medical Corps officers who are on active duty under a call or order to active duty for a period of not less than one year and are not undergoing medical internship or initial residency training, and who execute a written agreement to remain on active duty for a period of one year, who have a current, valid, unrestricted license or approved waiver are entitled to ASP for any 12-month period at the annual amount of \$15,000. Physicians who have just completed internship training, but who are not presently in initial residency training are also eligible with evidence of having successfully completed all three parts of the national licensing exam and submission of an application for licensure pending review and approval by a state licensing board.

Note: Eligibility for ASP only requires a member to be licensed, and does not require him/her to be privileged and practicing.

H. BOARD CERTIFIED PAY (BCP): Medical Corps officers on active duty under a call or order to active duty for a period of not less than one year, who have a current, valid, unrestricted license or approved waiver and are board certified in accordance with the Department of Defense Instruction (DoDI) 6000.13, are entitled to BCP at the amounts listed in Table 3.

I. TERMINATION OF ENTITLEMENT TO SPECIAL PAY:

A Commanding Officer may submit a request to Chief, BUMED to terminate at any time, or endorse recommending disapproval a request, a Medical Corps officer's VSP, ASP, ISP, MSP, and BCP. Reasons for termination may include, but are not necessarily limited to: Loss of privileges; Courts martial convictions; violations of the Uniform Code of Military Justice; failure to maintain a current, unrestricted license to practice medicine, or reasons that are in the best interest of the Navy. Chief, BUMED will make determination on what, if any, special pays are to be terminated/denied. If entitlement to one or more of the aforementioned special pays is approved to be terminated/denied, the officer shall be paid, on a pro-rata basis, the portion served up to the official date of

termination/denial. A special pay that is terminated will result in recoupment of the unexecuted portion of the agreement. Caution should be taken to ensure all regulations have been adhered to by the command regarding the program for which the recommendation is being made, and the member has been given every opportunity to correct any deficiencies prior to recommending termination or denial of special pays. Also, it is essential the officer must be counseled by the command regarding this recommendation prior to submission to Chief, BUMED.

J. REPAYMENT POLICY:

1. Except as provided in paragraphs 2 and 3 below, an officer who is paid MSP, ISP and/or ASP, the receipt of which is contingent upon the officer fulfilling specified conditions of eligibility, service, or assignment, shall repay the United States any unearned portion of the MSP, ISP and/or ASP if the officer fails to fulfill the conditions of eligibility, service, or assignment and may not receive any unpaid amount of the MSP, ISP and/or ASP after failing to fulfill such specified conditions. Situations requiring repayment include, but are not limited to:

a. An approved request for voluntary release from the written agreement specifying the conditions for receipt of the bonus or pay if, due to unusual circumstances, it is determined by the designated competent authority of the Navy that such release would clearly be in the best interests of both the Navy and the officer concerned;

b. An approved voluntary separation from the Naval service, or from active duty in the Naval service, or release from an active status in the Navy Reserve prior to fulfillment of the terms and conditions such as the period of service obligation required for receipt of the bonus or special or incentive pay;

c. An approved voluntary request for relief from an assignment;

d. Failure to execute orders to a billet commensurate with the officer's specialty or skill, grade, or career progression;

e. Disability or physical disqualification resulting from misconduct, willful neglect, or incurred during a period of unauthorized absence;

f. Upon processing for separation for cause, including misconduct;

g. An approved detachment for cause; and

h. Upon processing for separation by reason of weight control and/or physical readiness test failure.

i. Upon promotion to O-7 repayment for unearned MSP and ISP only. However, an officer continues eligibility for both MSP and ISP while frocked to O-7 or higher.

2. If for any of the following reasons an officer fails to fulfill the specified conditions of eligibility, service, or assignment for which MSP, ISP and/or ASP are paid to the officer, repayment of the unearned portion of the MSP, ISP and/or ASP is not required, but any remaining unpaid amount shall not be paid:

a. Separation from the Naval service by operation of laws or regulations independent of misconduct;

b. Separation from the Naval service under a hardship separation or sole survivor discharge as defined under section 303a(e)[(3)](2)(B) of Title 37, United States Code. (Note: the bracketed paragraph marking “[3]” has been inserted in order to maintain numerical continuity in the subsection and to correct the error in labeling two paragraphs as “(2)” as a result of enactment of separate amendments.)

c. Where the Secretary of the Navy (or designee) determines that repayment of the unearned portion of the pay or bonus would be contrary to a personnel policy or management objective, against equity or good conscience, or contrary to the best interests of the United States.

3. If for any of the following reasons an officer fails to fulfill the specified conditions of eligibility, service, or assignment for which MSP, ISP and/or ASP are paid to the officer, repayment of the unearned portion of the pay or bonus will not be required, and any remaining unpaid amount will be paid to the member’s final pay account or upon separation:

a. Disability separation or retirement under Chapter 61 of Title 10, United States Code, where such disability is not the result of the officer’s misconduct, willful neglect, or incurred during a period of unauthorized absence;

b. Death in which the proximate cause is not misconduct on the part of the officer or individual; or

c. Where the Secretary of the Navy (or designee) determines that the repayment of the unearned portion of the pay or bonus received by the officer and to refrain from paying any remaining unpaid amount to the officer would be contrary to a personnel policy or management objective, against equity or good conscience, or contrary to the best interests of the United States.

K. BANKRUPTCY. An obligation to repay the United States as described herein is, for all purposes, a debt owed to the United States. A discharge in bankruptcy under Title 11, United States Code does not discharge an officer from such debt if the discharge order is entered less than 5 years after—

1. The date of termination of the written agreement or “contract” on which the debt is based; or

2. In the absence of such written agreement or “contract”, the date of termination of the eligibility, service, or assignment on which the debt is based.

L. SPECIAL PAYS FOR RESERVE MEDICAL CORPS OFFICERS:

1. Under Title 37 U.S.C. 302(h), Reserve Medical Corps officers under a call or order to Active Duty for a period of less than one year, who have a current, valid unrestricted license are entitled to special pay at the rate of \$450 a month for each month of Active Duty, including Active Duty in the form of annual training, Active Duty for training, and Active Duty for special work. The amount shall be prorated for periods less than one month.

2. Under Title 37 U.S.C. 302f, Reserve Medical Corps officers called or ordered to Active Duty (other than for training) for a period of more than 30 days, but less than one year, and have a current, valid, unrestricted license, are eligible to receive VSP, ASP, BCP and ISP at the rates established herein. Payments shall be paid monthly, and amounts shall be prorated for periods less than one month. Reserve Medical Corps officers receiving ASP and ISP under Title 37 U.S.C. 302f are not required to execute a written agreement to remain on Active Duty for at least one year, but must submit the appropriate request through their chain of command to Chief, BUMED in order for Chief, BUMED to verify member meets all other eligibility criteria and start the payment.

3. Reserve Medical Corps officers serving on Active Duty and receiving special pay under the authority of Title 37 U.S.C. 302f (paragraph L.2., above) are not entitled to the special pay under the authority of Title 37 U.S.C. 302(h) (paragraph L.1.).

4. Reserve Medical Corps officers will receive monthly payments of the annual rates for ASP and ISP.

Table 1
ISP and MSP Pay Rates

Specialty	*One-year ISP Rate without MSP	ISP to be paid with MSP	MSP/yr with 2yr contract	MSP/yr with 3yr contract	MSP/yr with 4yr contract
Board Certified Aerospace Med	\$20,000	\$20,000	\$13,000	\$19,000	\$25,000
Anesthesiology	\$36,000	\$50,000	\$25,000	\$40,000	\$60,000
Cardiology-Adult/Pediatric	\$36,000	\$41,000	\$21,000	\$34,000	\$51,000
Dermatology	\$20,000	\$20,000	\$17,000	\$25,000	\$38,000
Emergency Medicine	\$26,000	\$30,000	\$17,000	\$26,000	\$40,000
Family Practice	\$20,000	\$20,000	\$17,000	\$25,000	\$38,000
Gastroenterology Adult/Pediatric	\$26,000	\$29,000	\$22,000	\$33,000	\$50,000
General Surgery	\$29,000	\$50,000	\$25,000	\$40,000	\$60,000
Internal Medicine	\$20,000	\$20,000	\$13,000	\$23,000	\$35,000
Neurology	\$20,000	\$20,000	\$13,000	\$19,000	\$25,000
Neurosurgery	\$36,000	\$60,000	\$25,000	\$40,000	\$60,000
OB/GYN	\$31,000	\$31,000	\$17,000	\$25,000	\$35,000
Ophthalmology	\$28,000	\$30,000	\$13,000	\$19,000	\$25,000
Orthopedics	\$36,000	\$50,000	\$17,000	\$33,000	\$50,000
Otolaryngology	\$30,000	\$35,000	\$17,000	\$25,000	\$33,000
Pathology	\$20,000	\$20,000	\$13,000	\$20,000	\$30,000
Pediatrics	\$20,000	\$20,000	\$13,000	\$20,000	\$30,000
Phys Med	\$20,000	\$20,000	\$12,000	\$13,000	\$20,000
Prev/Occ Med	\$20,000	\$20,000	\$13,000	\$20,000	\$30,000
Psychiatry	\$20,000	\$20,000	\$17,000	\$28,000	\$43,000
Pulmonary/ Critical Care Adult/Pediatric	\$23,000	\$26,000	\$21,000	\$31,000	\$45,000
Radiology	\$36,000	\$42,000	\$25,000	\$40,000	\$60,000
Subspecialty Category I	\$36,000	\$57,000	\$23,000	\$36,000	\$55,000
Subspecialty Category II	\$28,000	\$28,000	\$12,000	\$18,000	\$27,000
Subspecialty Category III	\$23,000	\$26,000	\$12,000	\$17,000	\$25,000
Subspecialty Category IV	\$20,000	\$20,000	\$13,000	\$19,000	\$25,000
Subspecialty Category V	\$36,000	\$41,000	\$21,000	\$31,000	\$45,000
Urology	\$28,000	\$28,000	\$20,000	\$30,000	\$45,000

* ISP rate for officers not MSP eligible (still obligated for training - or - less than 8-years creditable service for (HPPED), or MSP eligible but not executing an MSP, and all mobilized Reserve Component (RC) Medical Corps officers.

Table 2
Medical Corps Officer Variable Special Pay (VSP)

Years of Creditable Service	Annual Entitlement
Undergoing internship	\$ 1,200
Less than 6 and not undergoing an internship	\$ 5,000
At least 6, less than 8	\$12,000
At least 8, less than 10	\$11,500
At least 10, less than 12	\$11,000
At least 12, less than 14	\$10,000
At least 14, less than 18	\$ 9,000
At least 18, less than 22	\$ 8,000
22 or more	\$ 7,000
Above pay grade O-6	\$ 7,000

Table 3
Medical Corps Officer Board Certified Pay (BCP)

Years of Creditable Service	Annual Entitlement
Less than 10	\$2,500
At least 10, less than 12	\$3,500
At least 12, less than 14	\$4,000
At least 14, less than 18	\$5,000
18 or more	\$6,000

FISCAL YEAR 2013

DENTAL CORPS OFFICER SPECIAL PAY PLAN (Legacy Special Pay Plan)

A. PURPOSE: To promulgate pay rates and policy for the Navy Dental Corps Officer special pay program.

B. APPLICABILITY: The provisions of this policy memorandum apply to the Bureau of Medicine and Surgery and officers within the Dental Corps.

C. GENERAL ELIGIBILITY. To be eligible for Dental Corps officer incentive pays listed within this policy memorandum, an individual must be a Dental Corps officer (see D. 3. below).

D. TERMS AND DEFINITIONS

1. Advanced Clinical Program. A clinical training program of not less than 12 months duration providing Dental Corps officers with formal preparation in general dentistry, exodontia, endodontics, periodontics, prosthodontics, or other dental disciplines. Post Graduate Year One (PGY-1) dental programs, Advanced Education in General Dentistry (AEGD) and General Practice Residency (GPR) are excluded from this definition.

2. Creditable Service. Includes all periods that the officer has served on Active Duty as a Dental Corps officer, and all periods spent in graduate dental education (GDE) training programs, ie. Residency and fellowship, while not on active duty. PGY-1, AEGD, and GPR completed while not on active duty do not qualify for creditable service.

3. Dental Corps Officer. Be an officer of the Dental Corps of the Navy, and be on Active Duty under a call or order to active duty for a period of not less than 1 year.

4. Dental Residency. GDE training program 12 months or greater, excluding GPR or the 12-month AEGD and Advanced General Dentistry Program 1 (AGDP-1).

5. Dental Specialty. Dental grouping for which there is a Navy subspecialty code greater than 1700 with non-"S" suffix (or additional qualification designator equivalent).

6. Privileged. Members who are not fully privileged must at least be under a plan of supervision leading towards full privileges, and successfully meeting goals required by the privileging authority, or have a waiver, which must be endorsed by their Corps Chief, and approved by Deputy Chief, BUMED, Total Force (M1).

7. Practicing: Practicing requirements are directed by the privileging authority to ensure member is maintaining adequate skills in the specialty for which the Dental Officer Multiyear Retention Bonus/Incentive Special Pay (DOMRB/ISP) are being paid.

E. VARIABLE SPECIAL PAY (VSP). Eligible officers are entitled to VSP, paid monthly, at the following annual rates:

1. \$3,000 if undergoing internship training or has less than 3 years of creditable service.
2. \$7,000 with at least 3 but less than 6 years of creditable service and not undergoing internship training.
3. \$7,000 with at least 6 but less than 8 years of creditable service.
4. \$12,000 with at least 8 but less than 12 years of creditable service.
5. \$10,000 with at least 12 but less than 14 years of creditable service.
6. \$9,000 with at least 14 but less than 18 years of creditable service.
7. \$8,000 with 18 or more years of creditable service.
8. \$7,000 for those in pay grades above O-6.

F. ADDITIONAL SPECIAL PAY (ASP). An officer entitled to VSP, who possesses a current, valid, unrestricted license or approved waiver, is entitled to ASP at the following rates for any 12-month period during which the officer executes a written agreement to remain on active duty for a period of not less than 1 year beginning on the date the officer accepts the award of ASP. ASP shall be paid annually at the beginning of the 12 month period for which the officer is entitled to such payment.

1. \$10,000 with less than three years of creditable service.
2. \$12,000 with at least three but less than 10 years of creditable service.
3. \$15,000 with at least 10 or more years of creditable service.

Subject to acceptance by Chief, BUMED (or designee), a Dental Corps officer with an existing ASP agreement may terminate that ASP agreement on or after the anniversary of their credible service date to enter into a new one-year ASP agreement if the new agreement results in a higher ASP rate due to the number of years served.

Note: Eligibility for ASP only requires a member to be licensed, and does not require privilege and practicing.

G. BOARD CERTIFICATION PAY (BCP). An officer entitled to VSP who possesses a current, valid, unrestricted license or approved waiver and is board certified is entitled to BCP, paid monthly, at the following annual rates:

1. \$2,500 with less than 10 years of creditable service.
2. \$3,500 with at least 10 but less than 12 years of creditable service.
3. \$4,000 with at least 12 but less than 14 years of creditable service.
4. \$5,000 with at least 14 but less than 18 years of creditable service.
5. \$6,000 with 18 or more years of creditable service.

H. DENTAL OFFICER MULTIYEAR RETENTION BONUS (DOMRB)

1. Dental Corps officers with a current, valid, unrestricted license or approved waiver shall, upon acceptance of the written service agreement by the Chief, BUMED (or designee), be paid at the rates indicated for their specialty in the charts below (Tables D1 & D2). The amounts represent annual bonus payments to be paid on the anniversary date of the agreement.

2. Eligibility. A Dental Corps officer:

- a. who is below the grade of O-7, and
- b. who has a current, valid, unrestricted license or approved waiver, and
- c. who has at least 8 years of creditable service, or has completed any active duty service commitment incurred for dental education and training, and
- d. who has completed initial residency training or will complete such training before October 1 of the fiscal year in which the officer enters into an agreement, and
- e. who executes a written agreement to remain on active duty for 2, 3, or 4 years that is accepted by the Chief, BUMED (or designee), and

f. who remains privileged and practicing during the length of the DOMRB agreement in the specialty for which the DOMRB agreement authorizes member to receive payment for, or has a waiver, which must be endorsed by their Corps Chief, and approved by Deputy Chief, BUMED, Total Force (M1).

Note: Based on Service unique requirements, the Chief, BUMED (or designee) may decline to offer the Dental Officer Multiyear Retention Bonus to any specialty that is otherwise eligible or restrict the length of a DOMRB contract for a specialty to less than 4 years.

3. Active duty service obligations for DOMRB will be established as follows:

a. Active duty obligations (ADO) for education and training and previous multiyear pay agreements will be served before serving the ADO for DOMRB. The DOMRB ADO is served after any other existing ADO for education and training has been completed.

b. When no education and training ADO exists at the time of a DOMRB agreement execution, the ADO for DOMRB is served concurrently with the DOMRB agreement period and all non-education and training ADOs. Also, if the DOMRB agreement is executed before the start date of fellowship training and no other education and training ADO exists, the DOMRB ADO is served concurrently with the DOMRB agreement period. If the member does have pre-existing obligation for education and training and the member takes an DOMRB prior to entering a fellowship the DOMRB obligation will be consecutive with the pre-existing obligation, but concurrent with the fellowship training and obligation. However, if the DOMRB agreement is executed on or after the start date of fellowship training, the Dental Corps officer is obligated for the full fellowship period and the DOMRB ADO will begin one day after the fellowship ADO is completed. Once a Dental Corps officer has begun to serve a DOMRB ADO, it will be served concurrently with any existing ADO including obligations for other special pay agreements or dental education and training obligations incurred after the execution date for that particular DOMRB agreement.

c. Obligations for ASP and ISP may be served concurrently with any other service obligation.

d. The ADO for Special Pay, promotion, doctorate degree, master's degree, and non-medical military training attended while on active duty will run concurrently with any DOMRB obligation.

4. Subject to acceptance by the Chief, BUMED (or designee), a Dental Corps officer with an existing DOMRB service agreement may terminate that agreement to enter into a new DOMRB service agreement at the annual rate in effect at the time of

execution of the new agreement. The length of the new DOMRB agreement period must be equal to or longer than the original obligation period specified in the DOMRB agreement being terminated.

I. INCENTIVE SPECIAL PAY (ISP) FOR ORAL AND MAXILLOFACIAL SURGEONS:

1. Eligibility. A Dental Corps officer who is an Oral and Maxillofacial Surgeon:
 - a. who is below the grade of O-7 and
 - b. who has a current, valid, unrestricted license or approved waiver, and
 - c. who has completed specialty qualification before October 1 of the fiscal year in which the officer enters into an agreement except for cases listed in paragraph 4, below, and
 - d. who remains privileged and practicing during the length of the ISP agreement in the specialty for which the ISP agreement authorizes member to receive payment for or has a waiver, which must be endorsed by their Corps Chief, and approved by Deputy Chief, BUMED, Total Force (M1).
 - e. who executes a written agreement to remain on Active Duty for a period of not less than one year beginning on the date the officer accepts the award of ISP.

Note: Subject to the acceptance by the Chief, BUMED (or designee), a Dental Corps officer must be currently credentialed and privileged at a medical/dental treatment facility in oral and maxillofacial surgery.

2. Single year ISP payments are \$30,000 for contracts beginning on or after October 1, 2012. A multiyear ISP will be in the amount of \$50,000 annually and shall be coupled with a two-, three- or four-year DOMRB.

3. The Chief, BUMED (or designee) may approve recommendations for ISP payments to fully qualified oral and maxillofacial surgeons assigned to positions requiring a substantial portion of time performing military unique duties under adverse conditions or in remote locations outside the continental United States or that preclude the ability to spend appropriate time in a clinical setting. A waiver for not meeting privileged and practicing requirements must be endorsed by the Corps Chief and approved by Deputy Chief, BUMED Total Force (M1).

4. ISP shall not be paid during the same fiscal year in which the qualifying residency training is completed. However, if the qualifying training is completed out of

cycle (at a time prior to the end of June) and it is not the fault of the officer, the Chief, BUMED may grant ISP during the same fiscal year in which the qualifying residency is completed. The effective date for ISP shall be calculated from the completion of the qualifying training plus 3 months. This keeps all Dental Corps officers eligible for ISP consistent in how their eligibility date is calculated.

5. Termination of ISP shall be conducted per paragraph J.

6. Repayment of the Dental ISP shall be conducted per paragraph K.

J. TERMINATION OF ENTITLEMENT TO SPECIAL PAY.

A Commanding Officer may submit a request to Chief, BUMED to terminate at any time, or endorse recommending disapproval a request, a Dental Corps officer's VSP, ASP, ISP, DOMRB, and BCP. Reasons for termination may include, but are not necessarily limited to: Loss of privileges; Courts martial convictions; violations of the Uniform Code of Military Justice; failure to maintain a current, unrestricted license to practice medicine, or reasons that are in the best interest of the Navy. Chief, BUMED will make determination on what, if any, special pays are to be terminated/denied. If entitlement to one or more of the aforementioned special pays is approved to be terminated/denied, the officer shall be paid, on a pro-rata basis, the portion served up to the official date of termination/denial. A special pay that is terminated will result in recoupment of the unexecuted portion of the agreement. Caution should be taken to ensure all regulations have been adhered to by the command regarding the program for which the recommendation is being made, and the member has been given every opportunity to correct any deficiencies prior to recommending termination or denial of special pays. Also, it is essential the officer must be counseled by the command regarding this recommendation prior to submission to Chief, BUMED.

K. REPAYMENT POLICY:

1. Except as provided in paragraphs 2 and 3 below, an officer who is paid DOMRB, ISP and/or ASP, the receipt of which is contingent upon the officer fulfilling specified conditions of eligibility, service, or assignment, shall repay the United States any unearned portion of the DOMRB, ISP and/or ASP if the officer fails to fulfill the conditions of eligibility, service, or assignment and may not receive any unpaid amount of the DOMRB, ISP and/or ASP after failing to fulfill such specified conditions. Situations requiring repayment include, but are not limited to:

a. An approved request for voluntary release from the written agreement specifying the conditions for receipt of the bonus or pay if, due to unusual circumstances, it is determined by the designated competent authority of the Navy that such release would clearly be in the best interests of both the Navy and the officer concerned;

b. An approved voluntary separation from the Naval service, or from active duty in the Naval service prior to fulfillment of the terms and conditions such as the period of service obligation required for receipt of the bonus or special or incentive pay;

c. An approved voluntary request for relief from an assignment;

d. Failure to execute orders to a billet commensurate with the officer's specialty or skill, grade, or career progression;

e. Disability or physical disqualification resulting from misconduct, willful neglect, or incurred during a period of unauthorized absence;

f. Upon processing for separation for cause, including misconduct;

g. An approved detachment for cause;

h. Upon processing for separation by reason of weight control and/or physical readiness test failure;

i. Upon promotion to O-7 repayment of unearned DOMRB and ISP only. However, an officer continues eligibility for both DOMRB and ISP while frocked to O-7 or higher.

2. If for any of the following reasons an officer fails to fulfill the specified conditions of eligibility, service, or assignment for which DOMRB, ISP and/or ASP are paid to the officer, repayment of the unearned portion of the DOMRB ISP and/or ASP is not required, but any remaining unpaid amount shall not be paid:

a. Separation from the Naval service by operation of laws or regulations independent of misconduct;

b. Separation from the Naval service under a hardship separation or sole survivor discharge as defined under Section 303a(e)[(3)](2)(B) of Title 37, United States Code. (Note: the bracketed paragraph marking "[3]" has been inserted in order to maintain numerical continuity in the subsection and to correct the error in labeling two paragraphs as "(2)" as a result of enactment of separate amendments.)

c. Where the Secretary of the Navy (or designee) determines that repayment of the unearned portion of the pay or bonus would be contrary to a personnel policy or management objective, against equity or good conscience, or contrary to the best interests of the United States.

3. If for any of the following reasons an officer fails to fulfill the specified conditions of eligibility, service, or assignment for which DOMRB, ISP and/or ASP are paid to the officer, repayment of the unearned portion of the pay or bonus will not be required, and any remaining unpaid amount will be paid to the member's final pay account or upon separation:

a. Disability separation or retirement under Chapter 61 of Title 10, United States Code, where such disability is not the result of the officer's misconduct, willful neglect, or incurred during a period of unauthorized absence;

b. Death in which the proximate cause is not misconduct on the part of the officer or individual; or

c. Where the Secretary of the Navy (or designee) determines that the repayment of the unearned portion of the pay or bonus received by the officer and to refrain from paying any remaining unpaid amount to the officer would be contrary to a personnel policy or management objective, against equity or good conscience, or contrary to the best interests of the United States.

L. BANKRUPTCY. An obligation to repay the United States as described herein is, for all purposes, a debt owed to the United States. A discharge in bankruptcy under Title 11, United States Code does not discharge an officer from such debt if the discharge order is entered less than 5 years after—

1. The date of termination of the written agreement or "contract" on which the debt is based; or

2. In the absence of such written agreement or "contract", the date of termination of the eligibility, service, or assignment on which the debt is based.

M. ADMINISTRATION. The Chief, BUMED (or designee) shall establish procedures to make determinations regarding internship or residency training and board certification for purposes of awarding special pay.

N. SPECIAL PAY FOR RESERVE COMPONENT DENTAL CORPS OFFICERS.

1. Reserve Component Dental Corps officers on active duty under a call or order to active duty for less than one year are entitled to special pay at the rate of \$350 a month for each month of active duty, including active duty in the form of annual training, active duty for training, and active duty for special work. The amount will be prorated for periods less than one month.

2. Under Section 302f of Title 37 U.S.C., Reserve Component Dental Corps officers serving on active duty under conditions prescribed in Subsection (b) of Section 302f, are entitled to VSP, ASP, and BCP at the rates specified in paragraphs E, F, and G. Payments shall be paid monthly and amounts shall be prorated for periods less than one month. Reserve Component Dental Corps officers receiving ASP under section 302f are not required to execute a written agreement to remain on active duty for at least 1 year.

3. Reserve Component Dental Corps officers serving on active duty and receiving special pay under the authority of paragraph N.2. and Section 302f of Title 37 U.S.C, are not entitled to the special pay described in paragraph N.1.

4. Reserve Component oral and maxillofacial surgeons who are serving on active duty and have a current, valid, unrestricted license or approved waiver, are eligible to receive ISP under the provisions of Section 302f of Title 37 U.S.C. 302f, at the rates established herein.

5. Payments shall be paid monthly, and amounts shall be prorated for periods less than one month.

a. Reserve Component oral and maxillofacial surgeons receiving ISP under Section 302f of Title 37 U.S.C. are not required to execute a written agreement to remain on Active Duty for at least one year, but must submit the appropriate request through their chain of command to Chief, BUMED in order for Chief, BUMED to verify member meets all other eligibility criteria and start the payment.

b. Reserve Component oral and maxillofacial surgeon officers serving on active duty and receiving special pay under the authority of Section 302f of Title 37 U.S.C. are not entitled to the special pay under the authority of Section 302b(h) of Title 37 U.S.C.

6. Repayment of special pays shall be conducted in accordance with Sections 302b(e), 303a(e) of Title 37 U.S.C. and in accordance with the repayment policy guidance established by the Principal Deputy Undersecretary of Defense (Personnel and Readiness) policy memorandum, *Repayment of Unearned Portions of Bonuses, Special Pay, and Educational Benefits or Stipends*, dated May 21, 2008 (reference c.). The regulations regarding repayment shall be stipulated in the written service agreement, if one is required.

Table D1

DOMRB Pay Rates				
Length of Agreement	Level 1	Level 2	Level 3	Level 4
4 Years	\$50,000	\$40,000	\$35,000	\$25,000
3 Years	\$38,000	\$30,000	\$27,000	\$19,000
2 Years	\$25,000	\$20,000	\$18,000	\$13,000

Table D2

DOMRB Pay Levels	
Eligible Specialties	<u>FY 2013 Level</u>
Oral-Maxillofacial Surgeons	1
Comprehensive/Operative Dentistry	1
Endodontics	1
Prosthodontics	1
Orthodontics	1
Oral Pathology/Oral Diagnosis/Oral Medicine	1
Pediatric Dentistry	1
Periodontics	1
Public Health Dentistry	1
Temporomandibular Dysfunction/Orofacial Pain	1
Dental Research	1
Exodontia (Advanced Clinical Practice - ACP)	3
Endodontics (ACP)	3
Dentistry (ACP)	3
Periodontics (ACP)	3
Prosthodontics (ACP)	3

SPECIAL PAY FOR GENERAL DENTISTS UNDER THE CONSOLIDATED SPECIAL PAY PLAN (CSPP)

O. Policy. An officer may not receive a special pay under both subchapter I (legacy special pay plan) and subchapter II (consolidated special pay plan) of chapter 5 of title 37, U.S.C. for the same activity, skill, or period of service. Additionally, following initial receipt of payment under the consolidated pay plan, an officer may not revert and is not eligible to receive future payments under the legacy pay plan. When considering their special pay options, officers are advised to take careful consideration of all current and future pay implications.

P. ACCESSION BONUS (AB)

1. Eligibility. To be eligible for AB, an individual must:

a. Be a graduate of an American Dental Association (ADA) accredited school(s) of dentistry and possess a Doctor of Dental Surgery (DDS) or Doctor of Dental Medicine (DMD) degree.

b. Be fully qualified to hold a commission in the Active Component of the Navy Dental Corps as a General Dentist.

c. Have a current, valid, unrestricted license or approved waiver.

d. Execute a written agreement to accept a commission as a Navy dental officer to serve on active duty for a period of not less than 4 consecutive years. An individual who holds an appointment as a dental officer in either the Active or Reserve Component is not eligible for AB. A former Dental Corps officer who no longer holds a commission and is otherwise qualified and eligible must have been discharged from any uniformed service at least 24 months prior to executing the written agreement to receive AB.

e. At the time of commissioning, have completed all, mandatory service obligations if financial assistance was received from the DoD in order to pursue a course of study as a dentist. This includes, but is not limited to, participants and former participants of the Reserve Officers Training Corps, Armed Forces Health Professions Scholarship Program, Financial Assistance Program, Uniformed Services University of the Health Sciences, and the United States Naval Academy.

2. AB Amounts. General Dentists are considered a critically short wartime specialty pursuant to section 335(a)(2) of title 37 U.S.C. General Dentists who meet the conditions

set forth in subparagraphs P.1.a through P.1.e of this plan are eligible for an AB payable for written agreements in the amount in Table 1.

Table 1. Annual AB Pay

	Dollar Amount per Year for a:		
	2-Year Obligation	3-Year Obligation	4-Year Obligation
General Dentist	\$0	\$0	\$37,500

3. Service Obligations. During the discharge of the service obligation associated with AB, individuals are eligible for IP. Any IP service obligation shall be served concurrently with the AB obligation. During the discharge of the service obligation associated with AB, individuals are not eligible for a RB.

4. Authorized AB. Upon acceptance of the written Agreement described in chapter 3, section 5, Command PSDs are directed to pay AB to an eligible individual in the amount in Table 1 for a 4-year obligation. Eligible individuals who sign a written agreement to serve on active duty or in an active status in exchange for receiving AB are authorized to receive AB. Once agreement is entered into, General Dentists are only authorized to enter other special pay agreements under consolidation of special pays as defined in section 335 of title 37, U.S.C.

Q. INCENTIVE PAY (IP)

1. Eligibility. A General Dentist is eligible for IP if he or she:

a. Is serving on active duty as a General Dentist.

b. Executes a written agreement to remain on active duty beginning on the date the contract is executed.

(1) Active duty - for a period of not less than 1 year.

(2) Reserve Component - for a period of mobilization or active duty for special work exceeding 30 days. Active duty must not be for training only.

c. Possesses an unrestricted license or approved waiver and must be credentialed and privileged at a military treatment facility and practicing as a General Dentist. General Dentists assigned to positions requiring a substantial portion of time performing military-unique duties under adverse conditions, or in remote locations outside the United States,

or that preclude the ability to spend appropriate time in a clinical setting may submit a request for a waiver of requirement for privileging and practicing to BUMED M1. Request must be submitted prior to execution of IP agreement.

d. Not earlier than 90 days from completion of qualifying training. Qualifying training for General Dentists is graduation from dental school.

e. General dentists newly accessed or reaccessed to active duty are only eligible for the new CSP.

2. Monthly Payments. Monthly IP payments may not exceed the amount in Table 2 and as further explained in section U of this plan.

Table 2. Annual IP Pay

	Total IP, Fully Qualified (Paid in the monthly amount of \$1,666.66)
General Dentist	\$20,000

3. Not Under RB Agreement. A General Dentist who is eligible for but not under an existing RB agreement and who is no longer obligated under a previous IP agreement may enter into a new IP agreement at the rate in Table 2. IP agreements must be for 1 year unless aligned with a Retention Bonus.

4. Under RB Agreement. General Dentists who enter a RB contract will also enter an IP contract at the amount in Table 2 for the duration of the RB agreement. Any renegotiation of either the RB or IP shall require signing a new RB contract (at the annual rate in effect at the time the new contract is signed) with an equal or longer obligation.

S. RETENTION BONUS (RB)

1. Eligibility. To be eligible for RB, a General Dentist must:

a. Be below the grade of O-7.

b. Have completed either:

(1) Initial active duty service commitment incurred for dental education, training, or obligation for accession bonus; or

(2) The active duty service obligation (ADSO) for AB. An individual eligible for AB may decline the AB and accept the RB, provided member has not already received payment of the AB.

c. Have completed General Dentist qualification prior to the beginning of the fiscal year during which a written agreement is executed.

d. Have executed a written agreement, accepted by the Secretary of the Navy, to remain on active duty as a dental officer for 2, 3, or 4 years.

e. Possesses an unrestricted license or approved waiver and must be credentialed and privileged at a military treatment facility and practicing as a General Dentist. Also approved, RB payments to General Dentists assigned to positions requiring a substantial portion of time performing military-unique duties under adverse conditions or in remote locations outside the United States, or that preclude the ability to spend appropriate time in a clinical setting.

2. Prior Multiyear Pay (MP) or RB. A General Dentist with an existing MP contract pursuant to chapter 37, section 301e of title 37, or with an RB contract as authorized in this instruction, may request termination of that contract to enter into a new RB contract with an equal or longer obligation at the RB annual rate in effect at the time of execution of the new RB contract. The new obligation period shall not retroactively cover any portion or period that was executed under the old contract.

3. ADSOs. ADSOs for RB shall be established in accordance with subparagraphs S.3.a through S.3.d of this plan.

a. ADSOs for education and training agreements shall be served before serving the RB ADSO.

b. Since no education and training ADSO can exist at the time of an RB contract execution, the RB ADSO shall be served concurrently with the RB contract period and all non-education and training ADSOs. Also, if the RB contract is executed before the start date of residency training, the RB ADSO shall be served concurrently with the RB contract period. Once a General Dentist has begun to serve a RB ADSO, he or she shall serve it concurrently with any existing ADSO for other special pay agreements or medical education and training obligations incurred after the execution date for that particular RB contract.

c. Obligations for RB may be served concurrently with any other non-education or training service obligation, to include IP, Board Certified Pay, promotion, non-clinical Doctorate degree, Masters degree, and non-medical military schooling.

d. During the discharge of the service obligation associated with the Health Professional Loan Repayment Program (HPLRP), individuals are eligible for RB. The RB ADSO is consecutive to all HPLRP obligations.

5. Annual Pay Amounts for Multiyear RB. Annual payment amounts for multiyear RB contracts shall be in the amounts in Table 3. The RB shall be paid annually on anniversary date of contract.

Table 3. Annual RB Pay

	Discharging an Initial ADSO (1 Year)	2 Years	3 Years	4 Years
General Dentist	\$0	\$13,000	\$19,000	\$25,000

T. WRITTEN AGREEMENT FOR BONUS OR PAY. To receive a bonus or pay authorized under the Consolidated Special Pay Plan (CSPP), a General Dentist determined to be eligible for the bonus or pay shall enter into a written agreement with the Secretary of the Navy

U. PAYMENT. A General Dentist who enters into a written agreement with the Secretary of the Navy who specifies conditions for receipt of a bonus or pay described in this instruction is eligible to the full amount of the bonus or pay earned for fulfilling the conditions for such bonus or pay. Specified conditions may include a service obligation and the eligibility requirement described in this instruction.

V. TERMINATION AND REPAYMENT OF ELIGIBILITY TO BONUS OR PAY

1.

A Commanding Officer may submit a request to Chief, BUMED to terminate at any time, or endorse recommending disapproval a request, a General Dentist's AB, IP, or RB. Reasons for termination may include, but are not necessarily limited to: Loss of privileges; Courts martial convictions; violations of the Uniform Code of Military Justice; failure to maintain a current, unrestricted license to practice medicine, or reasons that are in the best interest of the Navy. Chief, BUMED will make determination on what, if any, special pays are to be terminated/denied. If entitlement to one or more of the aforementioned special pays is approved to be terminated/denied, the officer shall be paid, on a pro-rata basis, the portion served up to the official date of termination/denial. A special pay that is terminated will result in recoupment of the unexecuted portion of the agreement. Caution should be taken to ensure all regulations have been adhered to by the command regarding the program for which the recommendation is being made, and the member has been given every opportunity to correct any deficiencies prior to

recommending termination or denial of special pays. Also, it is essential the officer must be counseled by the command regarding this recommendation prior to submission to Chief, BUMED.

2. When unusual circumstances warrant a waiver of eligibility requirements for AB, IP or RB, an officer may submit to the BUMED Deputy Chief, Human Resources (BUMED-M1), via their Commanding Officer, with supporting justification, a request for such a waiver. These circumstances include fully qualified General Dentists assigned to positions requiring a substantial portion of time performing military unique duties under adverse conditions, in remote OCONUS locations, or that preclude the officers' ability to spend appropriate time in a clinical setting.

3. Each General Dentist accepting IP and/or RB must maintain all eligibility criteria throughout the period of the agreement. COs must forward to BUMED-M1C1 a request to terminate IP and/or RB for any officer who fails to maintain eligibility.

4. Except as provided in paragraphs 5 and 6 below, an officer who is paid AB, IP or RB, the receipt of which is contingent upon the officer fulfilling specified conditions of eligibility, service, or assignment, shall repay the United States any unearned portion of the AB, IP, or RB if the officer fails to fulfill the conditions of eligibility, service, or assignment and may not receive any unpaid amount of the AB, IP, or RB after failing to fulfill such specified conditions. Situations requiring repayment include, but are not limited to:

a. An approved request for voluntary release from the written agreement specifying the conditions for receipt of the bonus or pay if, due to unusual circumstances, it is determined by the designated competent authority of the Navy that such release would clearly be in the best interests of both the Navy and the officer concerned;

b. An approved voluntary separation from the naval service, or from active duty in the naval service, or release from an active status in the Navy Reserve prior to fulfillment of the terms and conditions such as the period of service obligation required for receipt of the bonus or special or incentive pay;

c. An approved voluntary request for relief from an assignment;

d. Failure to execute orders to a billet commensurate with the officer's specialty or skill, grade, or career progression;

e. Disability or physical disqualification resulting from misconduct, willful neglect, or incurred during a period of unauthorized absence;

f. Upon processing for separation for cause, including misconduct;

g. An approved detachment for cause; and

h. Upon processing for separation by reason of weight control and/or physical readiness test failure.

5. If for any of the following reasons an officer fails to fulfill the specified conditions of eligibility, service, or assignment for which AB, IP, or RB are paid to the officer, repayment of the unearned portion of the AB, IP, RB is not required, but any remaining unpaid amount shall not be paid:

a. Separation from the naval service by operation of laws or regulations independent of misconduct;

b. Separation from the naval service under a hardship separation or sole survivor discharge as defined under section 303a(e)[(3)](2)(B) of title 37, United States Code.

c. Where the Secretary of the Navy (or designee) determines that repayment of the unearned portion of the pay or bonus would be contrary to a personnel policy or management objective, against equity or good conscience, or contrary to the best interests of the United States.

6. If for any of the following reasons an officer fails to fulfill the specified conditions of eligibility, service, or assignment for which AB, IP, RB are paid to the officer, repayment of the unearned portion of the pay or bonus will not be required, and any remaining unpaid amount will be paid to the member's final pay account or upon separation:

a. Disability separation or retirement under chapter 61 of Title 10, United States Code, where such disability is not the result of the officer's misconduct, willful neglect, or incurred during a period of unauthorized absence;

b. Death in which the proximate cause is not misconduct on the part of the officer or individual; or

c. Where the Secretary of the Navy (or designee) determines that to repayment of the unearned portion of the pay or bonus received by the officer and to refrain from paying any remaining unpaid amount to the officer would be contrary to a personnel policy or management objective, against equity or good conscience, or contrary to the best interests of the United States.

W. **BANKRUPTCY**. An obligation to repay the United States as described herein is, for all purposes, a debt owed to the United States. A discharge in bankruptcy under Title 11,

United States Code does not discharge an officer from such debt if the discharge order is entered less than 5 years after—

1. The date of termination of the written agreement or “contract” on which the debt is based; or
2. In the absence of such written agreement or “contract”, the date of termination of the eligibility, service, or assignment on which the debt is based.