

FISCAL YEAR 2013

MEDICAL SERVICE CORPS OFFICER SPECIAL PAY PLAN

A. PURPOSE. To promulgate pay rates and policy for the Navy Medical Service 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 Service Corps.

C. TERMS AND DEFINITIONS

1. Medical Service Corps Officer. An officer of the Medical Service 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 the Medical Service Corps specialty on active duty.

D. HEALTH PROFESSIONS OFFICERS, ACCESSION BONUS (AB)

1. Eligibility. A Medical Service Corps officer:

- a. Be a graduate of an accredited school(s) in his or her clinical specialty; and
- b. Have the current qualifications for appointment as a commissioned officer on the active duty list (ADL) as a Physician Assistant, Clinical Psychologist, or Clinical Social Worker; and
- c. Execute a written agreement to accept a commission as a Health Professions Officer (HPO) in the Navy to serve on active duty for a period of not less than three consecutive years. An officer who currently holds an appointment in either the Active or Reserve Component is not eligible for AB. A former HPO who no longer holds an appointment and is otherwise qualified and eligible must have been discharged from any Uniformed Service at least 24 months prior to execution of the written agreement to receive AB; and
- d. Have completed all mandatory service obligations if financial assistance was received from the Department of Defense in order to pursue a course of study as an HPO. 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, and Uniformed Services University of the Health Sciences; and

e. Must possess an unrestricted license, or approved waiver, and be qualified in their respective specialties.

2. AB Amounts. HPOs who meet the conditions set forth above are eligible to enter into a written agreement in the following amounts:

a. Physician Assistant:

(1) \$12,500 per year for officers who sign a three year obligation.

(2) \$15,000 per year for officers who sign a four year obligation.

b. Licensed Clinical Psychologist:

(1) \$12,500 per year for officers who sign a three year obligation.

(2) \$15,000 per year for officers who sign a four year obligation.

c. Licensed Clinical Social Worker:

(1) \$6,250 per year for officers who sign a three year obligation.

(2) \$7,500 per year for officers who sign a four year obligation.

3. Service Obligations. During the discharge of the AB service obligation, HPOs whose specialty is listed in paragraph D.1.b are eligible for Board Certified Pay (BCP) and except for Clinical Social Workers, Incentive Pay (IP). Any additional obligation incurred by these pays shall be served concurrently.

4. Submission Requirements. Applicants seeking the AB must complete and forward a letter of request to Navy Recruiting Command during the application process.

5. Repayment Obligation

a. Except as provided below, an officer who is paid an AB, 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 bonus, or special or incentive pay if the officer fails to fulfill the conditions of eligibility, service, or assignment and may not receive any unpaid amount of the bonus after failing to fulfill such specified conditions. Situations requiring repayment include, but are not limited to:

(1) 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 the of both the Navy and the officer concerned;

(2) 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;

(3) An approved voluntary request for relief from an assignment;

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

(5) Disability or physical disqualification resulting from misconduct, willful neglect, or incurred during a period of unauthorized absence;

(6) Separation for cause, including misconduct;

(7) Separation from the Naval service by operation of laws or regulations independent of misconduct;

(8) An approved detachment for cause;

(9) Separation by reason of weight control and/or physical readiness test failure.

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

(1) 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, USC. (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.)

(2) Where the Secretary of the Navy or his/her 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.

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

(1) Disability separation or retirement under Chapter 61 of Title 10, USC, where such disability is not the result of the officer's misconduct, willful neglect, or incurred during a period of unauthorized absence;

(2) Death in which the proximate cause is not misconduct on the part of the officer ; or

(3) Where the Secretary of the Navy or his/her designee determines that 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.

d. 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, USC does not discharge a person from such debt if the discharge order is entered less than five 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.

E. HEALTH PROFESSIONS OFFICERS, INCENTIVE PAY (IP)

1. Eligibility. A Medical Service Corps officer:

- a. Is serving as a Physician Assistant or Clinical Psychologist; and
- b. Is not under a Retention Bonus (RB) agreement, unless terminated pursuant to section E.10 of this guidance; and
- c. Has completed specialty qualification; and
- d. Signs a written agreement to remain on active duty in the designated health profession specialty for a period of not less than one year beginning on the date the contract is signed.

e. For Reserve Officers only: Is mobilized, recalled or under orders for active duty for special work (ADSW). Reserve members are eligible for IP if they are serving more than 30 days on active duty and not for training only.

f. A Health Professions Officer (HPO) , possesses an unrestricted license, or approved waiver, and is qualified in his or her specialty as specified in the Health Professions Officer Special Pay Plan. An HPO must be currently credentialed, privileged and practicing at a military treatment facility in the specialty for which the IP is to be paid. These requirements should be addressed in the endorsement. The Navy may also approve recommendations for IP payments to fully qualified HPOs 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.

g. Have demonstrated adequate levels of military and professional performance as outlined in paragraph E.10 of this guidance.

2. The effective date of eligibility for IP is as follows:

a. The date of privileging or licensure as a HPO, which ever comes last, in the specialty for which IP is to be awarded, if not in internship or initial residency.

b. Not earlier than 1 October of the fiscal year for which the IP agreement is approved, if not under an RB agreement.

c. Not earlier than 1 October of the fiscal year following completion of specialty qualification training while on active duty or return to active duty from the Navy Active Duty Delayed Specialists Program (NADDS) or the Financial Assistance Program (FAP).

d. IP will not be paid in the same fiscal year in which the qualifying training is completed. However, if the qualifying training is completed out of cycle (prior to the end of June) the BUMED Deputy Chief, Director, Total Force (BUMED-M1) has the authority to waive the DOD policy and grant IP during the same fiscal year in which the qualifying residency is completed. The effective date for IP must be calculated from the completion of the qualifying training plus three months.

3. Officers who do not have at least one year of active duty remaining are not eligible for IP, and IP contracts will not be prorated for periods of less than one year. For any requests where the member has less than one year of active duty remaining from the effective date of IP payment, receipt of payment of IP by the member will be considered acceptance of the one year active duty obligation.

4. When unusual circumstances warrant a waiver of eligibility requirements for IP, an officer may submit to the Bureau of Medicine and Surgery (BUMED) Deputy Chief, Director Total Force (BUMED (M1)), via their Commanding Officer, with supporting justification, a request for such a waiver. These circumstances include fully qualified health professions officers.

5. Each HPO accepting IP must maintain all eligibility criteria throughout the period of the agreement. Commanding Officers must forward to BUMED (M1) a request to terminate IP for any officer who fails to maintain eligibility.

6. An HPO who is eligible for but not under an RB agreement may enter into a new one year IP agreement at the rate in the annual health profession special pay plan. IP agreements must be for at least one year and cannot be prorated. Termination of a current IP contract prior to its expiration can only be done in conjunction with execution of a new RB contract.

7. HPOs who enter an RB contract may also enter an IP contract for the same specialty at the amount listed in the fiscal year health profession special pay plan. HPOs who elect this option shall continue IP eligibility at that rate for each active year of the RB contract. 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.

8. Submission Requirements

a. Eligible HPOs must submit requests for IP to BUMED (M1) using the template provided on special pay website, via their Commanding Officer. The BUMED Special Pay website is:
[HTTP://WWW.MED.NAVY.MIL/BUMED/SPECIAL_PAY/PAGES/DEFAULT.ASPX](http://www.med.navy.mil/bumed/special_pay/pages/default.aspx). All service agreements and pay requests should be forwarded to BUMED (M1) for approval and processing, via the member's Commanding Officer and endorsed by the member's privileging officer if not the CO.

b. Commanding officers must endorse and forward all requests for IP to BUMED (M1) with a recommendation dated no more than 60 days prior to, and no later than 30 days after the requested effective date and ensure that the effective date on the agreement has been verified to be correct following this guidance. Also, if the Commanding Officer is not the privileging official the request should be endorsed by the privileging official verifying member's eligibility. The BUMED special pay website provides the format for requesting approval and Commanding Officer endorsement of an IP agreement.

c. To be eligible for a higher IP rate at the announcement of each fiscal year's pay plan, HPOs with an existing RB contract may be afforded the opportunity to terminate that contract to enter into a new IP contract that would give them an equal or longer active duty obligation as the existing RB obligation. Any unearned portion of the IP contract is recouped on a pro rata basis. The earliest contract effective date is 01 October of the fiscal year for which the pay plan is announced. The BUMED special pay website provides the proper format to request and endorse the termination and renegotiation of an IP request.

d. Commanding Officers must provide a detailed and specific explanation of the delay on all IP requests not endorsed within 30 days of the requested effective date. BUMED (M1) may approve retroactive IP agreements when the reason for delay in initiating the IP agreement is clearly justifiable and not the fault of the member. The BUMED special pay website provides the format to request and endorse retroactive IP request.

9. Method of Payment. IP will be paid monthly and may not exceed, in any 12-month period, the amounts listed below. Unless otherwise listed, subspecialties of the primary specialty are included with the primary specialty.

a. IP will be paid not earlier than the effective eligibility date for the agreed period of active duty. SELRES members on active duty for more than 30 days, other than for training, will be paid monthly.

b. IP will be paid monthly and may not exceed the following:

(1) Physician Assistant: \$5,000 per year.

(2) Licensed Clinical Psychologist: \$5,000 per year.

10. Termination or Denial of IP. IP will be terminated or denied under the following circumstances:

a. Upon separation from active duty or death.

b. Upon determination that one or more of the following conditions exist:

(1) A Commanding Officer may submit a request to Chief, BUMED to terminate at any time, or endorse recommending disapproval a request, for a HPO's 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) Initiation of processing for separation for cause under SECNAVINST 1920.6 (Series), relief or detachment for cause, found guilty at NJP, or conviction at a court-martial.

(3) Incapacitation or disability as the result of misconduct or gross negligence.

(4) Clinical privileges have been reduced below the level of core privileges prescribed for the specialty for which IP was authorized due to adverse privileging action under BUMEDINST 6320.66 (Series).

(5) Failure to obtain and maintain a valid state license or an approved waiver when duty assignment requires such license or waiver under BUMEDINST 6320.66 (Series).

c. Commanding Officers must recommend the termination or denial of IP in writing to BUMED (M1). In the correspondence, the Commanding Officer must state the reason for denial or termination, and enclose supporting documentation. The termination or denial effective date is established by the BUMED letter notifying the officer of the termination or denial.

d. An officer may appeal the denial or termination of IP. Upon notification, the officer must be given 10 working days to submit an appeal via his or her chain of command to the Chief, BUMED. In forwarding the appeal, the CO must provide an endorsement and copies of all pertinent documents, if not already submitted with the original request, for termination or denial.

e. The Chief, BUMED (or designee) must convene a Special Pays Review Board (SPRB) to evaluate the officer's appeal. The Board must be composed of at least three and not more than five senior medical officers with a flag officer of the medical department as the senior member. A flag Medical Department officer is not required, but should be used if available. The SPRB must make a non-binding recommendation to the Chief, BUMED (or designee) whether to grant or deny the appeal. The Chief, BUMED (or designee's) decision is final. If the decision is to uphold BUMED (M1)'s decision to

deny or terminate IP, the effective date is the termination or denial effective date. If the decision is to grant the officer's appeal, the entitlement date must be returned to the original effective date.

f. Termination or denial of IP for inadequate performance must be for a period of one year before the officer can resubmit another IP request to allow adequate time to evaluate performance. When IP has been twice terminated or denied for inadequate performance, immediate processing for separation must be initiated using the guidelines of SECNAVINST 1920.6 (Series).

11. Repayment of IP indebtedness. Termination of IP entitlement may create indebtedness to the United States. The unearned portion of any IP disbursement will be settled using the member's pay account.

F. HEALTH PROFESSIONS OFFICERS, RETENTION BONUS (RB)

1. Eligibility. RB is an award to HPOs in designated specialties to support desired staffing levels by specialty. RB is additive to all other HPO special pays. To be eligible for RB, a HPO must:

a. Be below the pay grade of O-7 and serving as a Physician Assistant or Clinical Psychologist; and

(1) If the officer has a medical education or training obligation then he/she must have at least eight years of creditable service (determined from the Health Professions Professional Pay Entry Date) as an officer in the respective specialty; or

(2) The officer must have completed any active duty service commitment incurred for medical education and training; or

(3) The officer must have completed all active duty service obligation for AB.

b. Have completed government sponsored initial training before October 1 of the fiscal year entering into the RB agreement.

c. Have signed a BUMED (M1) approved written agreement to remain on active duty as an HPO for two, three, or four years.

d. Have a current valid unrestricted license, or approved waiver, and be credentialed and privileged if also an HCP.

2. Prior Multiyear Pays (MP), Critical Skills Retention Bonus (CSR), or RB.

An HPO with an existing MP pursuant to Subchapter I of Chapter 5 in Title 37 of the United States Code, or with an RB contract as authorized in this chapter may terminate 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. Active Duty Service Obligations (ADSOs). ADSOs for RB shall be established in accordance with subparagraphs below.

a. Members entering a RB-eligible agreement in accordance with paragraph F.1 will serve ADSOs for education and training and previous MP agreements before serving the RB ADSO. RB recipients with a remaining training obligation should be explicitly aware that in many cases the RB payments and obligation may not be synchronized. BUMED (M1) determines obligations incurred for RB contracts. If the RB contract is executed on or after the start date of training, the HPO is obligated for the full training period and the RB ADSO shall begin one day after the training ADSO is completed. Once an HPO has begun to serve an RB ADSO, he or she shall serve it concurrently with any other existing obligations for other special pay agreements such as IP and BCP or medical education and training obligations incurred after the execution date for that particular RB contract. Any existing medical education or training obligation at the time the RB is executed will run consecutively with the RB ADSO.

b. RB payments are made upon execution of the written agreement, and annually on the anniversary date of the RB agreement effective date for remaining years of the RB/IP agreement, while an active duty obligation may extend one or more years beyond the expiration of the RB payments.

c. When no education and training ADSO exists 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. If the RB contract is executed before the start date of fellowship training and no other education and training ADSO exists, the RB ADSO shall be served concurrently with the RB contract period e.g., both the fellowship obligation and RB/IP obligation run together.

d. Obligations for RB may be served concurrently with any other service obligation, to include IP, BCP, promotion, non clinical doctorate or master's degree, and non-medical military schooling. All RBs run consecutively with Health Professional Loan Repayment Program (HPLRP) obligations, regardless of when it is taken.

e. RB obligation is binding upon receipt of the first RB payment.

4. Annual Pay Amounts for Multiyear RB. Annual payment amounts for multiyear RB contracts shall be in the amounts listed below and as published in the fiscal year health profession special pay plan. Officers may be paid at the rate for any specialty for which they are currently credentialed, but the RB and IP specialty must be the same.

a. Physician Assistant:

(1) \$10,000 per year for officers who sign a two-year obligation.

(2) \$15,000 per year for officers who sign a three-year obligation.

(3) \$20,000 per year for officers who sign a four-year obligation.

b. Clinical Psychologists:

(1) \$10,000 per year for officers who sign a two-year obligation.

(2) \$15,000 per year for officers who sign a three-year obligation.

(3) \$20,000 per year for officers who sign a four-year obligation.

5. Submission Requirements

a. Requesting member executes a written agreement, using the example provided on the BUMED special pay website, via their Commanding Officer. The Special Pay website is:
[HTTP://WWW.MED.NAVY.MIL/BUMED/SPECIAL_PAY/PAGES/DEFAULT.ASPX](http://www.med.navy.mil/bumed/special_pay/pages/default.aspx). All service agreements and pay requests should be forwarded to BUMED (M1) for approval and processing, via the member's Commanding Officer and endorsed by the member's privileging officer if not the CO.

b. Commanding Officers must endorse and forward all requests for RB to BUMED (M1) with a recommendation dated no earlier than 60 days prior and no later than 30 days after the requested effective date and ensure that the effective date on the agreement has been verified to be correct following the release of this implementing guidance. Also, if the Commanding Officer is not the privileging official the request should be endorsed by the privileging official verifying member's eligibility. The BUMED special pay website provides the format for requesting approval and endorsement of an RB agreement.

c. To receive a higher RB rate at the announcement of a new fiscal year pay plan, HPOs with an existing RB contract may terminate their existing contract to enter into a new RB contract that gives them an equal or longer active duty obligation as the

existing RB obligation. Any unearned portion of the RB contract will be recouped on a pro rata basis. The earliest contract effective date is 1 October of the fiscal year for which the pay plan is announced. The BUMED special pay website provides a template to request and endorse the termination and renegotiation of RB.

6. Method of Payment. RB will be paid in a lump sum according to contract length. Initial annual installments will be paid upon approval of the RB agreement by BUMED (M1), and receipt by BUMED (M1) of the acceptance or declination letter from the officer. Contracts must be effective no earlier than the date approved by BUMED (M1). Retroactive requests for multi-year special pay requests are not approved except in extreme extenuating circumstances as determined by BUMED (M1). Subsequent annual installments must be paid on the anniversary date of the BUMED (M1) approved effective date.

7. Termination or Denial of RB

a. Termination or denial of RB must be done in accordance with the guidelines established for termination or denial of IP found in section E.10 of this guidance.

b. Termination of RB is required upon promotion to paygrade O-7. Frocking to the paygrade of O-7 does not constitute promotion for pay purposes and RB will not be terminated upon frocking. An officer promoted to O-7 while under a RB agreement will be subject to repayment of the unearned portion effective the date of the promotion to paygrade of O-7, in accordance with section F.8 of this guidance.

8. Repayment of RB/IP Indebtedness

a. Except as provided in paragraphs below, an officer who is paid an 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 bonus, or special or incentive pay if the officer fails to fulfill the conditions of eligibility, service, or assignment and may not receive any unpaid amount of the RB after failing to fulfill such specified conditions. Situations requiring repayment include, but are not limited to:

(1) An approved request for voluntary release from the written agreement specifying the conditions for receipt of the bonus 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 the of both the Navy and the officer concerned;

(2) 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;

- (3) An approved voluntary request for relief from an assignment;
- (4) Failure to execute orders to a billet commensurate with the officer's specialty or skill, grade, or career progression;
- (5) Disability or physical disqualification resulting from misconduct, willful neglect, or incurred during a period of unauthorized absence;
- (6) Upon processing for separation for cause, including misconduct;
- (7) An approved detachment for cause;
- (8) Separation from the Naval service by operation of laws or regulations independent of misconduct;
- (9) Upon processing for separation by reason of weight control and/or physical readiness test failure; and
- (10) Loss of eligibility as a result of promotion to O-7.

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

- (1) Separation from the Naval service under a hardship separation or sole survivor discharge as defined under Section 303a(e)(2)(B) or Section (b)(3)(B) of Title 37, USC.

- (2) Where the Secretary of the Navy or his/her 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.

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

(1) Disability separation or retirement under Chapter 61 of Title 10, USC, where such disability is not the result of the officer's misconduct, willful neglect, or incurred during a period of unauthorized absence;

(2) Death in which the proximate cause is not misconduct on the part of the officer or officer; or

(3) Where the Secretary of the Navy or his/her designee determines that 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.

d. 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, USC does not discharge a person from such debt if the discharge order is entered less than five 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.

9. RB and IP Coordination

a. HPOs who enter into RB contracts lock in at the IP(RB) rate in effect at the time the RB agreement is executed. Should future reassessments cause an increase in the IP rate for a specialty, an officer may take advantage of the increase only by signing a new RB and IP contract, at the rate in effect for the new fiscal year pay plan, with an equal or longer active duty service obligation.

b. At the announcement of a new fiscal year pay plan, HPOs who receive RB under a previous pay plan are not eligible to receive IP at the new rates without renegotiation of a new RB/IP contract as specified in section F.2 of this guidance.

c. HPOs trained in more than one specialty may not receive RB for one specialty and IP for another. RB and IP must be for the same specialty.

G. HEALTH PROFESSIONS OFFICERS, BOARD CERTIFIED PAY (BCP)

1. Eligibility. BCP is a special pay for officers that meet certain eligibility criteria. To be eligible for BCP, an officer must:

a. Have a post-baccalaureate degree (master's degree or higher) in one of the following clinical specialties: Physician Assistant Studies, Clinical Psychology, or Licensed Clinical Social Work.

b. Be certified by a recognized professional board in his or her clinical specialty. A list of clinical specialty professional boards may be found on the BUMED special pay website.

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

d. Signed a written agreement to remain on active duty in a designated health profession specialty for a period of not less than one year beginning on the date the contract was signed.

2. Date of Eligibility. The effective date of eligibility is the latest of the following:

a. The date of commencement of active duty; or

b. The date the officer becomes board certified in the specialty; or

c. The date the post-baccalaureate degree is awarded.

3. Submission Requirements

a. To receive BCP, an officer must submit a written request, via the Commanding Officer, to BUMED (M1), with a copy of the board certificate or a copy of the board's letter of notification of certification. The certificate or board letter must contain the start and end date of certification.

b. The officer must submit a copy of the board notification of each successful recertification to BUMED (M1). Failure to do so will result in termination of the BCP entitlement. If the board certification expires or the payment of BCP has terminated due to expiration of the board certification, a new package, including all supporting documents, is required for resumption of payment.

c. Commanding Officers will verify the member's eligibility and endorse the request using the example found on the BUMED special pay website, forwarding the request with endorsement to BUMED (M1).

4. Method of Payment. Based on an annual amount of \$6,000, the BCP shall be paid monthly in accordance with the HPO Special Pay Plan.

5. Termination. BCP will be terminated upon expiration of the board certificate or upon loss of certification, separation from active duty, or death.

H. PHARMACY OFFICER SPECIAL PAY PLAN (POSP)

1. Eligibility. POSP is a special pay for officers that meet certain eligibility criteria. To be eligible for POSP, an officer must:

- a. Be a commissioned officer serving in a pay grade below O-7; and
- b. Is a licensed Pharmacy Officer in the Medical Service Corps of the Navy; and
- c. Is on active duty under a call or order to active duty for a period of not less than three years.

2. POSP Amounts. Pharmacists who meet the conditions set forth in section H.1 of this guidance are eligible to enter into a POSP written agreement in the annual amount of \$15,000.

3. Responsibilities. Authority for the Department of the Navy is delegated to Chief, Bureau of Medicine and Surgery (BUMED) or designee to execute contracts. BUMED (M1) will determine the Active Duty obligation incurred for members. POSP is concurrent with all active service obligations except the Health Professions Loan Repayment Program (HPLRP) , and the Pharmacy Officer Accession Bonus (AB). The ADO for the POSP is consecutive with HPLRP and Pharmacy Officer AB active duty obligations. Members will be informed of Active Duty obligation via approval letter/notification letter. Acceptance of first payment by member indicates agreement to the terms of the contract and Active Duty obligation. The administration of the special pay for pharmacy officers shall be consistently applied to all officers under similar circumstances.

4. Administrative Procedures

a. POSP submission procedures are provided in OPNAVINST 7220.17. Agreements shall be coordinated through the command special pay coordinator or administrative department and may be obtained by accessing the BUMED special pays website.

b. POSP payments for officers promoted to O-7 will be recouped pro rata basis, based on the effective date of promotion to that grade. However, an officer continues to be eligible for POSP while frocked to O-7.

c. Retired Retained Personnel. An approved Navy Personnel Command retired retained waiver covering the length of a service agreement is required prior to the application and processing of any special pay service agreement for anyone in a retired retained status.

d. Termination or denial of special pays are based and considered on inadequate military or professional performance documented in the officer's fitness report, individual credentials file (ICF), other quality assurance and improvement (QAI) records, or other command files.

5. Termination of Entitlement to POSP

a. A Commanding Officer may submit a request to Chief, BUMED to terminate at any time, or endorse recommending disapproval a request, for a POSP. 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.

b. If entitlement to special pays is terminated, the officer shall be paid, on a pro-rata basis, the portion served up to the official date of termination.

c. Recoupment of POSP shall be conducted in accordance with Sections 301d(c) and 302(f) of Title 37 USC.

6. POSP for Reserve MSC Officers. Per Title 37 USC Section 302(f), recalled or mobilized reservists are not eligible for POSP.

I. OPTOMETRY RETENTION BONUS (ORB)

Note: For this pay, annual submission and renewal by member is not required.

1. Eligibility. ORB is a special pay for officers that meet certain eligibility

criteria. To be eligible for ORB, an officer must:

- a. Be a MSC officers below grade O-7; and
- b. Is a licensed Optometry Officer; and
- c. Is on active duty under a call or order to active duty for a period of not less than one year; and
- d. Is not undergoing an internship or initial residency training; is not under obligation for government sponsored education (including service academy training, ROTC, Health Services Collegiate Program (HSCP), Health Professional Scholarship Program (HPSP), or Health Professions Loan Repayment Program (HPLRP)); and
- e. Must execute a written agreement approved by BUMED.

2. Annual Payments and Obligation. The annual award shall be paid in a lump sum after execution of a multi-year contract and on/about the anniversary date of the contract. The amount of the annual award shall be \$6,000 per year of the contract. The length of obligation will be two years of service from the date of the contract, served concurrently with all other obligations, and must not be under obligation for government sponsored education including service academy training, ROTC, HSCP, HPSP, or HPLRP.

3. Evaluation of Eligibility. Information pertaining to licensure, privileges and practicing is limited at BUMED and is primarily available in the field. As part of the Commanding Officer endorsement, CO's will evaluate each requesting officer for satisfaction of all qualifying criteria. Submission of a recommendation to terminate entitlement to the pay, based on failure to comply with eligibility criteria or other significant evidence, is not restricted to the period immediately prior to entry into a new agreement but may be made at any time as appropriate by the CO.

4. Program Retention

a. Officers executing contracts via this program that effectively extend their current separation date will be held to that new established ADO except by valid waiver. Requests for resignation, release from active duty or voluntary retirement will be disapproved except when considered to be in the best interest of the U.S. Navy. An offer willing to repay the full sum of ORB funds does not constitute a basis for early termination of an agreement.

b. An agreement may not extend beyond a legislated mandatory separation or

retirement date for age or service, unless subject officer's separation or retirement has been deferred in advance of agreement execution or the officer is in a retired recall status. Such an agreement is erroneous and subject to full recoupment.

5. Agreement Effective Date: Initial effective date may be established no earlier than 1 August 2003, or any date thereafter that the officer desires to establish as his effective date but no sooner than the date authorized by BUMED.

6. Administrative Procedures

a. ORB submission procedures are provided in OPNAVINST 7220.17 and on the BUMED special pay website. Service agreements shall be coordinated through the command special pay coordinator or administrative department and may be obtained by accessing the BUMED special pays website.

b. BUMED will determine ADO incurred for members. Members will be informed of ADO via approval/notification letter. Acceptance of first ORB payment by member indicates agreement to terms of ORB contract and ADO.

c. Physical fitness assessment (PFA) should not be used to determine a member's eligibility for special pays, unless the CO determines that there is cause to believe the officer is physically unqualified to perform his or her professional duties. Inadequate military or professional performance, documented in the officer's fitness report, individual credentials file (ICF), other quality assurance and improvement (QAI) records, or other command files remain as considerations to terminate or deny special pays. However, a decision to terminate special pays should be more appropriately tied to inadequate professional performance than to other aspects of military performance such as PFA. Commanding Officers are encouraged to use other means to correct inadequate behavior to removing special pays, while seeking consistency in their decision concerning termination or denial of special pays.

7. Termination of ORB

a. Automatic termination: The ORB will be terminated upon death or separation from active duty.

A Commanding Officer may submit a request to Chief, BUMED to terminate at any time, or endorse recommending disapproval a request, for a ORB. 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.

8. Recoupment of Unearned Payments. Renegotiated ORB agreements are subject to pro rata recoupment of ORB amounts already paid for the agreement period not yet elapsed is required. Recoupment shall be conducted in accordance with Sections 301d and 302f of Title 37, USC.

J. NON-PHYSICIAN HEALTH CARE PROVIDER, BOARD CERTIFIED PAY (BCP)

1. Eligibility. Non-physician BCP is a special pay for officers that meet certain eligibility criteria. To be eligible for non-physician BCP, an officer must:

a. Be an officer in the Medical Service Corps and be designated as a non-physician health care provider having a Navy approved subspecialty code in one of the following specialties: Audiology, Biochemistry, Dietitian, Occupational Therapy, Optometry, Pharmacy, Physical Therapy, Podiatry, or Radiation Health. *Physician Assistants, Clinical Psychologists and Social Workers are excluded from this pay and are directed to review section G of this guidance.*

b. Have a post-baccalaureate degree in their clinical specialty.

c. Be certified by an approved professional board listed on the BUMED special pay website in the same clinical specialty as their degree.

2. Date of Eligibility. The effective date of eligibility is the latest of the following:

a. The date of commencement of active duty; or

b. The date the officer becomes board certified in the specialty; or

c. The date the post-baccalaureate degree is awarded.

3. Certification Interrupted by Contingency Operations

a. An individual whose attainment of board certification or recertification is interrupted by contingency operations is eligible for retroactive non-physician BCP when:

(1) The individual meets the eligibility requirements in section J.1 of this guidance.

(2) The individual completes the board certification or re-certification requirements before the end of the 180-day period following deployment (or any time adjustment directed BUMED (M1)).

b. The retroactive non-physician BCP shall begin on the date on which the member was deployed in support of a contingency operation and end on the date of obtaining the certification or recertification, or 180 days post-deployment, whichever is shorter.

4. Submission Requirements

a. To receive non-physician BCP, an officer must submit a written request, via the Commanding Officer, to BUMED (M1), with a copy of the board certificate or a copy of the board's letter of notification of certification. The certificate or board letter must contain the start and end date of certification.

b. The officer must submit a copy of the board notification of each successful recertification to BUMED (M1). Failure to do so will result in termination of the non-physician BCP entitlement. If the board certification expires or the payment of non-physician BCP has terminated due to expiration of the board certification, a new package, including all supporting documents, is required for resumption of payment.

c. Commanding Officers will verify the member's eligibility and endorse the request using the example found on the BUMED special pay website, forwarding the request with endorsement to BUMED (M1).

5. Amount of Payment. Annual rates for non-physician BCP shall be paid in accordance with Section 302c, Title 37 USC. Annual pay rate is a function of years of commissioned service while functioning as board certified clinician.

a. Less than 10 years of commissioned service (YCS): \$2,000 per year.

b. Greater or equal to 10, but less than 12 YCS: \$2,500 per year.

c. Greater or equal to 12, but less than 14 YCS: \$3,000 per year.

- d. Greater or equal to 14, but less than 18 YCS: \$4,000 per year.
 - e. Greater or equal to 18 YCS: \$5,000 per year.
6. Method of Payment. Non-physician BCP will be paid in monthly installments.
7. Termination. Non-physician BCP will be terminated upon expiration of the board certificate or upon loss of certification, separation from active duty, or death.