

DEPARTMENT OF THE ARMY SERVICE AGREEMENT
F. Edward Hebert Armed Force Health Professions Scholarship
Program (AFHPSP)

For use of this form see USAREC Reg 601- 37. The proponent agencies are the Offices of the Assistant Secretary of Defense (Health Affairs) and The Surgeon General of The Army.

Effective 14 January 2020

Data required by the Privacy Act of 1974.

AUTHORITY: Chapter 105, Title 10 United States Code.

PRINCIPAL PURPOSE(S): Service Agreement is used as the contract between the United States Army and student selected to enter the scholarship program. Program offers financial support in return for an active duty obligation.

ROUTINE USES: The Service Agreement becomes a part of member's official personnel records at the applicable Service Personnel Center.

MANDATORY OR VOLUNTARY Disclosure: Voluntary. If not submitted with other appointment and Program entry documents, appointment in the Reserve Component will not be processed.

NAME OF APPLICANT: (Last, First Middle)

SSN:

In accordance with my application to participate in the F. Edward Hebert Armed Forces Health Professions Scholarship Program (referred to hereafter as the Program) (Chapter 105, Title 10, United States Code),

1. I hereby certify that:

- a. I am a citizen of the United States of America.
- b. I have been accepted for admission to or am enrolled, as a full-time student, in an accredited institution located in the United States or Puerto Rico in a graduate course of study in medicine, osteopathy, or other health profession, designated by The Surgeon General of the Army (TSG), leading to a degree in _____.
- c. I am not obligated for future service to any health institution, community, or other entity by virtue of any scholarship, grant, contract, or other agreement, and I will not make any such contract or other agreement without approval of TSG until I have completed my service obligation under this program.
- d. I am free of any court judgment in favor of the United States creating a lien against my property arising from a civil or criminal proceeding regarding a debt and am not in default of any federal debt.
- e. I am not in a course of study that exceeds the period normally required for my health care degree. If a medical or dental student, I specifically acknowledge I am not in a course of study that exceeds 4 academic years.
- f. I am not in a course of study that requires travel or study outside of the United States or Puerto Rico.
- g. I am not currently in a decelerated program, remediating a course of study, or on academic probation.
- h. I understand that if I falsely certify or fail to comply with this agreement, or if any of my above certifications are invalid, then I may be subject to termination from the Program and recoupment, or call to active duty as the Secretary of the Army, or designee, may direct.

2. Definitions.

- a. Accredited institution. A college, university, or institution located in the United States or Puerto Rico, and accredited by an accrediting agency or association under the U.S. Secretary of Education. Included are those institutions located in the United States or Puerto Rico that are in the process of seeking accreditation and currently have provisional or conditional accreditation, or candidacy status for accreditation based solely on the newness of the institution.
- b. Active Duty Obligation (ADO). A specific period of active duty that an officer must serve before becoming eligible for voluntary separation or retirement.

APPLICANT INITIALS _____

c. Advanced Education in General Dentistry (AEGD). A one-year postgraduate program beyond the dental degree that enhances scientific knowledge and clinical skill sets in the practice of general dentistry. The program meets requirements for accreditation by the Council on Dental Education of the American Dental Association and is conducted at military facilities.

d. Clinical Psychology Internship Program (CPIP). A 12-month, pre-doctoral clinical psychology internship that meets requirements for accreditation by the American Psychological Association. The CPIP may be performed in a military facility.

e. Course of study. Education received at an accredited college, university, or institution in medicine, dentistry, or other designated health profession, leading respectively, to a degree in such a profession.

f. Entitlements. Authorized tuition, reimbursed expenses, and stipend paid directly to or on behalf of a member of the Program. Military pay and allowances are excluded.

g. First year graduate veterinary education (FYGVE). A one-year postgraduate program beyond the veterinary degree that enhances scientific knowledge and clinical skill sets in the practice of veterinary medicine. The program is conducted at military facilities.

h. Graduate Medical Education (GME). Accredited, post-doctoral doctor of medicine (M.D.) and doctor of osteopathy (D.O.) programs more than 26 weeks in duration that comprise "internships" (the first postgraduate year (PGY-1) of accredited training), "residencies" and "fellowships" (subsequent postgraduate years (PGY-2 or above) of accredited training leading to eligibility for certification by an American specialty board). GME may occur in Federal medical facilities, civilian medical facilities, and colleges or universities.

i. Graduate Professional Education (GPE). Internships, residencies, and fellowships in their respective professional fields, only for medical, dental, and veterinary officers. Except as prescribed in paragraph 11 of this agreement, while internship (GPE-1) is included in the definition of GPE, it is obligation neutral; an ADO is neither incurred nor discharged during internship.

j. Medical/Dental Licensure Examination. U.S. Medical Licensure Examination (USMLE), Comprehensive Osteopathic Medical Licensing Examination (COMLEX), National Board Dental Examination (NDBE), or National Board Examiners in Optometry (NBEO).

k. Military Facility. A U.S. Department of Veterans Affairs, U.S. Public Health Service, or U.S. military medical facility in which the GME or AEGD that is the subject of this Agreement is provided.

l. Program. Armed Forces Health Professions Scholarship Program (AFHPSP).

m. Reserve Service Obligation (RSO). The period of military service that remains following the ADO payback period. This includes that portion of a contractual obligation that requires a soldier to remain in an active reserve unit or a Ready Reserve control group.

n. Selective Continuation. That process governed by DoD Directive 1320.8 and 10 U.S.C. § 637 that allows officers who would otherwise be discharged for twice failing of selection of promotion to be retained on active duty.

o. Selected Reserve (SELRES). The Selected Reserve is comprised of Reserve component personnel assigned to units, Full-Time Support personnel, and individuals who serve as Individual Mobilization Augmentees (IMAs).

p. Total Cost. The cost of tuition, authorized reimbursed expenses (see para 20d), and stipend paid directly to or on behalf of a member of the Program. Military pay and allowances are excluded.

3. As a member of the Program, I agree that, unless sooner separated, I will remain in the Program to complete the educational phase leading to a professional degree in my course of study. I specifically acknowledge that I may not unilaterally terminate my participation in the Program by refusing to apply for or to accept the monetary or other benefits of the Program set forth elsewhere in this agreement.

4. I understand my selection for a scholarship does not constitute eligibility for Program entry. I understand selection is contingent upon meeting all eligibility requirements for Program entry. I further understand this agreement is void if it is determined I am ineligible for Program entry. By executing this agreement, I represent that I meet all eligibility criteria for contracting in the Program and commissioning, as defined by statute, Department of Defense (DoD) and Army policies, and this Service Agreement.

APPLICANT INITIALS _____

a. I represent that I have disclosed or will disclose any and all preexisting medical conditions and nonmedical conditions that would make me ineligible for appointment or reappointment in Army Reserve and enrollment in the Program as specified in statute, Army regulations (including, but not limited to, AR 601-25, AR 135-100, AR 135-101 and AR 601-141), current policy (Department of Defense Instruction 6000.13 and Army policy) governing the Program, and this agreement. If I am ineligible for Reserve appointment or Program entry based on a particular medical or nonmedical condition, but such ineligibility may be waived, I must obtain an approved waiver before executing this agreement. Failure to have disclosed or to disclose any disqualifying condition, will subject me to disenrollment from the Program and possible recoupment of scholarship benefits. I understand that referral to a physical evaluation board for a fitness determination is mandatory if, subsequent to Program entry, I fail to meet medical retention standards of AR 40-501, Chapter 3, due to a non duty related medical condition(s), and I am processed for separation due to failure to meet such medical retention standards.

b. I agree to comply with and perform administrative duties, consistent with Army and Program requirements, to maintain the appropriate student status. I specifically acknowledge that my scholarship entitlements may be suspended when my student and/or individual status cannot be determined and that my participation in the Program may be terminated if I fail to comply with Service requirements, as set forth in regulatory and TSG medical education policy guidance.

c. If I am terminated from the Program as a result of an administrative due process action pursuant to AR 601-141, Chapter 2, I agree that the Army may release the underlying reasons for such termination to the school in which I am enrolled.

d. If a dual citizen, I agree to provide appropriate documentation renouncing foreign citizenship and relinquishing any non-US passport. I further agree to comply with all Central Clearance Facility guidelines.

5. I agree to pursue my studies and training on a continuous basis during the school years set forth in the schedules of the institution in which I am enrolled, or in which I will matriculate, and to the best of my ability, direct my efforts toward completion of course requirements prerequisite to my receiving the designated degree in the health profession for which I was selected for a scholarship. I specifically acknowledge that I am not authorized to pursue my course of study outside the United States or Puerto Rico and to do so would subject me to suspension of entitlements and/or termination from the Program.

6. I understand that I will not be granted initial Program entry and that this agreement is automatically void if I fail to begin my course of study subsequent to signing this agreement. I specifically acknowledge that my participation in the Program will be terminated subsequent to initial entry into the Program, if I will not receive my degree or graduate in the year for which I was initially selected because of academic deficiency or because of my participation in an alternative academic schedule or curriculum, or other reasons.

7. I understand that I will not be granted an extension of this scholarship or be authorized any entitlements for the purpose of pursuing studies toward a preparatory year of studies prerequisite to beginning studies for my health care degree or toward completion of course requirements prerequisite to receiving any other degree.

8. If qualifying for a degree in medicine, osteopathy, dentistry, or optometry, I agree to complete Parts/Steps I and II of the appropriate licensure examination, before completion of my professional degree. If qualifying for a degree in optometry, I also agree to complete Part III of the appropriate examination. I understand that failure to successfully complete the aforementioned examinations at the prescribed time may result in suspension of entitlements under the Program. I further understand that failure to pass the appropriate licensure examination by the date prescribed in current policy I may be terminated from participation in the Program. If qualifying for a medical or osteopathic degree, I understand that I must successfully complete Part III of the appropriate licensure examination and obtain a permanent, unrestricted license or other certification based on my health care degree as prescribed in applicable statute, regulation or policy. I understand that if I fail to pass all Parts/Steps of the appropriate licensure examination or fail to obtain the appropriate license or other certification based on my health care degree as prescribed, I may be required to perform other duties in another military capacity, consistent with Service requirements. If qualifying for a degree in dentistry, medicine or osteopathy, I understand that if I fail to pass Part II of the appropriate medical licensure examination within 90 days following the date on which I was initially scheduled to graduate, I will be terminated from the Program and may be required to perform other duties in another military capacity consistent with Service requirements or subject to discharge and recoupment of funds.

APPLICANT INITIALS _____

9. I will apply in accordance with applicable Service directives for the next military year of GME scheduled to commence after receipt of such degree and participate, if selected by my Service, in an active duty status. If a dental student, I will apply in accordance with applicable Service directives for the next military AEGD 12 Month Program, scheduled to commence after receipt of such degree and may be required to participate, if selected by my Service, in an active duty status. If a veterinary student, I will apply in accordance with applicable Service directives for the next FYGVE, scheduled to commence after receipt of such degree and participate, if selected by my Service, in an active duty status. I understand that medical or osteopathic students must also apply to the National Residency Matching Program and withdraw the application if selected by my Service to perform PGY-1 in an active duty status. I understand I will be required to sign a separate training agreement if selected to participate in AEGD 12 Month Program or in a military Graduate Medical Education Program (GMEP) for continuous training for board eligibility in the specialty for which selected.

a. I understand that medical and osteopathic graduates not selected for an active duty first year of GME must participate in an Accreditation Council for GME or American Osteopathic Association approved GMEP (internship) offered by a nonmilitary hospital. I understand I will not be on active duty if I am participating in an approved nonmilitary GMEP.

b. Following completion of the military first year GMEP or approved nonmilitary GMEP (internship), FYGVE, or AEGD 12 Month Program, I understand I will be required to perform professional duties, consistent with Service requirements, as determined by TSG, unless I am selected for further residency training. If selected for further training by my Service, I understand such residency training may be in a military program in a military hospital on active duty or in a military sponsored civilian program (on active duty), or in a nonmilitary program, not on active duty. I will not be entitled to any pay allowances, or educational expenses from the Service if training is accomplished in a nonmilitary program, but I will be entitled to accept the normal stipend and benefits paid to other trainees in my training institution. The ADO for those selected for further GPE in a military program beyond the first year of GME, first year of GVE, or beyond AEGD 12 Month Program will be based on the existing Department of Defense and Army directives in effect when signing the GPE agreement accepting such training.

c. I understand that if, subsequent to graduation, I am granted an educational delay to participate in a nonmilitary GPE program and I fail to pass Part III of the appropriate licensure examination, or fail to obtain the appropriate license or other certification based on my health care degree as prescribed, my educational delay status will be terminated and I will be required to perform active duty in an appropriate military capacity, consistent with Service requirements.

10. I understand that selections for residency training in a nonmilitary hospital are made by the Army from among the applicants requesting training in a given specialty, and that the number approved for such training is determined by the Service's projected requirements for specialists qualified in each specialty. If selected by the Service for civilian specialty training, I understand that deferment from active duty will be for the purpose of performing the requested residency and for the period of time usually required to complete training in that specialty. I understand that, upon completion of a civilian residency, I will be ordered to active duty. I understand that any proposed changes or deviation in the training or time requirements to complete my residency are subject to the approval of TSG. I further understand that, should such civilian residency training be completed or terminated prior to the date approved for deferment from or return to active duty, I am obligated to immediately advise TSG so that I may be ordered to active duty to fulfill my ADO.

11. If qualifying for a degree (Ph.D.) in clinical or counseling psychology, I will apply for the first military CPIP commencing after completion of the didactic academic classroom instruction and participate, if selected by my Service, in an active duty status. If selected to participate in military CPIP, I understand I will be required to sign a separate training agreement and will incur an additional ADO based on existing DoD and Army policies in effect when signing the CPIP agreement accepting such training. I understand that clinical or counseling psychology students not selected for a military CPIP will participate in an American Psychological Association approved Program offered by a nonmilitary hospital and will not be on active duty during participation. I further understand that I will not remain a Program participant upon active duty entry and while participating in either a military or nonmilitary CPIP and as such will not be entitled to receive any benefits, nor incur an additional ADO. Following completion of the military CPIP or approved nonmilitary program, I understand that I will be required to perform professional duties, consistent with Service requirements, as determined by TSG.

APPLICANT INITIALS _____

12. I agree to accept an appropriate reappointment or designation as to grade and branch within the Army, if tendered, based upon my health profession, following satisfactory completion of the Program. I acknowledge that such reappointment may result in a lower grade than previously held as a commissioned officer prior to and during my participation in this Program. I agree to perform all administrative prerequisite requirements for reappointment or designation as to grade and branch within the Army, based upon my health profession.

13. I agree to participate in designated military training while I am in the Program.

14. Upon selection for the Program I agree to complete the requirements for appointment as a commissioned officer. I agree to meet the Army physical fitness and weight standards as established by policy and regulation.

15. I further understand that any subsequent changes in my marital or dependent status or in my physical condition will not be grounds for subsequent release from the terms of this agreement unless specifically provided for by statute or applicable DoD or Army policies in effect at the time my status changes. I understand that I must immediately notify TSG of any administrative or medically related problem I might incur while a participant in the AFHPSP.

16. I understand that I will not be permitted to voluntarily withdraw from the Program.

17. As a result of Program participation, I understand that:

a. I will incur an eight-year service obligation for any participation in the Program, a portion of which is an ADO and a minimum term of service on active duty. I understand that the AFHPSP ADO is a minimum of 2 years, or one-half year for each half year of AFHPSP sponsorship, whichever is greater. I further understand that the remaining portion of the service obligation is a reserve service obligation (RSO) and shall be served in the Individual Ready Reserve (IRR), unless the Secretary of the Army and I mutually agree that the remaining portion, or a part thereof, shall be served on active duty or in the Selected Reserve (SELRES).

b. Prior active duty service and participation in First Year GMEP (internship), First Year GVE, AEGD 12 Month Program or Military CPIP, as applicable, will not count toward completion of the ADO requirement. I will not be released from active duty until I have served my ADO for AFHPSP participation, in addition to any ADO I might incur for participation in GPE or Military CPIP, as applicable, except when my release is required as authorized by statute, DoD policy, or Army policy.

c. Unless otherwise relieved, I agree to serve, apart from my AFHPSP ADO, a minimum TOS on active duty of three years if other than a physician or two years following internship if a physician. I understand that if I am not appointed or assigned in the Medical Corps, then my minimum TOS on active duty is three years. My minimum TOS will run concurrently with my ADO; if my minimum TOS is more than my ADO, I understand I will not be released from active duty until I have also served my minimum TOS. Prior active duty and internship, or any other initial qualifying training program will not count toward fulfilling this minimum TOS. Except for internship, any time spent on active duty after completion of the basic professional degree required for appointment to the health services category to which assigned (including time spent in GPE and in discharging an ADO) will count toward the satisfaction of this minimum TOS.

d. I understand that unless the Army determines otherwise, I will remain on active duty until such time as I have fulfilled my ADO and agreed to herein, even if this obligation would extend my active duty service beyond what would otherwise be the date of my release from active duty as a result of non-selection for promotion. I understand that this result is required pursuant to 10 U.S.C. § 632(c) and AR 600-8-29. In the event I am also selected for selective continuation, I hereby voluntarily accept the same to continue to serve on active duty for the remainder of my ADO.

18. Unless otherwise provided herein, I understand that my RSO will be served in the Individual Ready Reserve unless it is mutually agreed the portion of service shall be served in the SELRES.

19. I understand that the following provisions apply to the discharge of my AFHPSP ADO and RSO:

a. Time spent in GPE (First-Year Graduate Medical Education (PGY-1), First-Year Graduate Veterinary Education (FYGVE), AEGD 12 Month Program, internships, residencies or fellowships) and during participation in the military CPIP will not be creditable toward satisfying my AFHPSP ADO.

b. Time spent on active duty in GPE (PGY-1), (FYGVE), AEGD 12 Month Program, residencies or fellowships) is creditable toward satisfying my AFHPSP RSO. Additionally, time spent on active duty beyond my incurred AFHPSP ADO is also creditable toward satisfying my AFHPSP RSO.

c. Time spent in nonmilitary GPE will not be creditable toward satisfying my AFHPSP RSO. Additionally, time spent following completion of professional degree requirements or prior to completion of the AFHPSP ADO will not be credited toward satisfying my AFHPSP RSO.

APPLICANT INITIALS _____

d. An ADO incurred as a Program member is in addition to any other ADO incurred as a result of participation in any other military program. Except for the CPIP ADO and as prescribed in paragraph 27 of this agreement, I may not serve all or any part of the ADO incurred by participation in this Program concurrently with any other ADO. If I incur a CPIP ADO, the ADO incurred by participation in this Program will be served concurrently with my CPIP ADO only after I have completed all training (CPIP and any participation in the Clinical Psychology Residency Program) and obtained a license to practice psychology as an independent health care provider at the doctoral level.

e. An assertion of community essentiality will not be considered as a ground for relief from the Program obligation or for delay in fulfilling the Program obligation.

f. Time spent in the AFHPSP and on active duty or active duty for training while a member of the Program prior to completion of professional degree requirements will not be credited toward fulfillment of any ADO or RSO.

g. If I am relieved of my AFHPSP ADO before I complete such ADO, I may be given, with or without my consent, any of the following alternative obligations, as determined by the Secretary of the Army:

(1) A service obligation in another armed force for a period of time not less than my remaining active duty service obligation.

(2) A service obligation in a component of the SELRES of a period not less than twice as long as my remaining active duty service obligation.

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

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

h. I agree to be commissioned and serve my ADO in another military Service if TSG determines that I am excess to my Service's needs.

20. As a Program member, I understand that:

a. I will be commissioned as an officer in a Reserve Component of the Army and serve on active duty for training in the rank and pay grade O-1 with full pay and allowances of that grade, unless authorized to receive a pay rate in excess of the rate of the basic pay as an O-1 based on former grade and years of service, for a period up to 45 days during each 12 month period of Program participation. This active duty for training ordinarily will be at a military installation, but may be at the accredited civilian institution I am attending, if to be detailed elsewhere would interrupt my academic training, as verified by a school official responsible for the academic program as a degree qualifying requirement in my course of study and approved by TSG. In addition, I will be required to participate in such other military and professional training as is prescribed by the Service. If a medical, osteopathic, or dental student, I understand I must attend the Direct Commission Course (DCC) and Basic Officer Leaders Course (BOLC) as part of my active duty training periods prior to completion of my professional degree. If a medical, osteopathic, veterinary or dental student, I understand that failure to successfully complete BOLC prior to completion of my professional degree may result in a loss of a paid interview rotation or termination from Program participation. If other than a medical, osteopathic, veterinary or dental student, I understand I must attend the DCC and BOLC at the prescribed time following completion of my professional degree.

b. I specifically acknowledge that I must comply with active duty for training (ADT) orders and that I am not authorized to: drive more than 350 miles one way from my school to an ADT site; travel without orders, on revoked or verbal orders, or prior to the effective date on my orders; or perform other restricted activities prescribed in existing regulatory and medical education policy guidance. I further acknowledge that I am authorized only one non-ADT tour at a military facility annually, which is at my personal expense. I specifically acknowledge that violation or noncompliance with the aforementioned could result in suspension of travel to ADT sites at government expense, termination from the Program, personal liability for expenses, as well as other administrative actions prescribed in medical education policy.

APPLICANT INITIALS _____

c. Except when serving on active duty for training, pursuant to paragraph 20a above, I will receive a stipend at the rate established by law. I understand that payment of such stipend commences on the latest date that all of the following conditions are satisfied: my oath of office has been executed, this Service Agreement has been executed, and I have commenced the academic curriculum. I further understand that if I enter the Program during an academic session, stipend is not authorized for any period that precedes the date the oath of office is executed. Such stipend will be suspended upon: the date that the regular course of studies are completed if that date precedes the date of my graduation by over 45 days; the day prior to the effective date of entry into a military or nonmilitary CPIP; the day prior to the date that the institution determines to be the degree completion date; ineligibility for participation in the Program, reserve component or active duty entry; my failure to comply with Reserve requirements or Program medical education policy; my failure to obtain or maintain the appropriate security clearance; breach of this agreement; my failure to maintain full-time student status at my school; my request for release from the Program or discharge, leave of absence from the Program, or as otherwise prescribed in Program regulatory and medical education policy. Federal income tax liability with respect to Program entitlements is determined by statute and/or rules and regulations of the Commissioner of Internal Revenue.

d. I am eligible to receive payment for all actually incurred and approved educational expenses which are supported by purchase receipts and certified as essential to the course of study by a school official designated by the institution. These may include tuition, fees, books, laboratory expenses, laboratory and clinical coats, limited microscope and computer rental, precious and semiprecious metals, payments for educational services, and non-expendable equipment, but exclude room and board and non-academic expenses such as yearbooks, school newspapers, parking fees, and tickets for sports activities. Such payments will be limited to those educational expenses normally incurred by students in my school and in my degree program who are not members of the Program. Payments for educational expenses will be suspended pursuant to paragraph 20c above. If I enter the Program during an academic session, I am eligible for personal reimbursements on a prorated basis of all normally required and authorized items specified above, provided they are applicable to the current academic year. Those expenses incurred and items purchased prior to the current academic year, but still in use or required to be used in the future, may be approved for reimbursement pursuant to existing medical education policy. I understand that the Government will not be responsible for any acts of negligence on my part, and that no duplicate payments will be made for loss or breakage of any supplies, equipment or other expenses furnished here under. In addition, State and local taxes are not reimbursable.

e. Payment of entitlements is based on the number of academic years for which the scholarship is awarded and is not based on the length of calendar years of participation. I understand that entitlements are not authorized and students are liable for actions or periods: involving over payment of entitlements; following licensure examination failure; preceding eligibility or following loss of eligibility for military service or the Program; during participation in a preparatory or decelerated academic curriculum; involving loss of full-time student status; unauthorized payment or reimbursement for courses or expenses that are not in the designated health care degree curriculum, remediated, or not required for graduation; during leaves of absence or as otherwise prescribed in regulatory, medical education policy and as indicated herein.

21. I further understand and agree that service performed while I am a member of this Program will not be counted:

a. In determining eligibility for retirement other than by reason of a physical disability incurred while on active duty as a member of the Program; or

b. In computing years of service creditable under Title 37, United States Code, section 205.

22. If I am disenrolled from the Program, I understand the Secretary of the Army, or his or her designee, retains the prerogative to either order me to active duty or order monetary repayment of my scholarship benefits. Therefore, if I am required to repay payments made to me or on my behalf under the terms of this agreement, my subsequent enlistment in an Armed Service will not relieve me from my repayment obligation. I understand that if my status as a student is suspended or discontinued for conduct or studies, or for other reasons, I will be required to perform active duty in an appropriate military capacity in accordance with the ADO incurred, when such service is determined to be in the best interest of the Government. I agree to reimburse the Government for the total costs which it incurred, plus interest, as determined by the Secretary of the Army, if relieved of my active duty or Reserve service obligation.

APPLICANT INITIALS _____

23. I agree to reimburse the Government for the total cost which it incurred, or any portion thereof, plus interest, as determined by the Secretary of the Army, if I voluntarily or because of misconduct, or other reasons, fail to complete my ADO or the alternative service obligation; I am terminated from Program participation; or fail to complete duty in a reserve status not on active duty that I have incurred under this agreement, or otherwise fail to fulfill any term or condition as the Secretary of the Army may prescribe to protect the interest of the United States, I will be required to reimburse the United States an amount of money, plus interest, that is equal to or bears the same ratio to the total cost of the financial assistance provided to me by the United States as the unserved portion of such duty bears to the total period of such duty I was obligated to serve. I acknowledge and agree that the term voluntarily includes, but is not limited to, failure due to conscientious objection, or because of resignation for any reason from the Service, and that the term misconduct includes, but is not limited to, failure due to separation because of drug abuse, alcohol abuse, criminal conduct, civil conviction, civil confinement, or moral or professional dereliction. I also understand I may not be relieved of my ADO arising from participation in the Program solely because of willingness and ability to refund all payments made by the United States Government pursuant to sections 2121 and 2127, Title 10, United States Code.

24. The Army places a high value on the rights of its Soldiers to observe the tenets of their respective religions or to observe no religion at all. The Army will approve requests for accommodation of religious practices unless accommodation will have an adverse impact on unit readiness, individual readiness, unit cohesion, morale, good order, discipline, safety and/or health. These factors are referred to individually and collectively as "military necessity." Procedures for requesting accommodation of religious practices are contained in AR 600-20 (Army Command Policy). Army uniform wear, personal appearance, and grooming standards are contained in AR 670-1 (Wear and Appearance of Army Uniforms and Insignia). Immunization policy is contained in AR 40-562 (Immunizations and Chemoprophylaxis for the Prevention of Infectious Diseases). By signing this service agreement, I understand that the Army cannot guarantee accommodation of religious practices, and that religious accommodations may be modified or revoked based on changes in military necessity. I further understand that, if I submit a request for religious accommodation pertaining to Army uniform, personal appearance, grooming, or immunization policy, I will not depart for DCC, BOLC or my first unit of assignment until I have a final decision on my request. If my request is disapproved, I also understand that I must fully comply with Army for uniform, personal appearance, and personal grooming standards, and immunization policy, when I report for DCC, BOLC, or to my first unit of assignment. Alternatively, I may request separation from the Army because of the conflict between my religious practices and military requirements, in accordance with AR 600-20. I understand that separation approval is not guaranteed, is subject to the needs of the Army, and that I may be subject to recoupment of Federal funds as outlined in Army regulations.

25. If I at any time apply for and receive conscientious objector status, I will be deemed to have voluntarily failed to complete my ADO and agree to reimburse the Government for all costs which it incurred, plus interest or, any portion thereof, as determined by the Secretary of the Army.

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

APPLICANT INITIALS _____

27. If a participant in the Army Reserves Officers' Training Corps (ROTC), I understand that I am ineligible for acceptance into the AFHPSP if I have a troop program unit service obligation due to my participation as a ROTC cadet. I understand that I am eligible for acceptance into the AFHPSP if I no longer have a troop program unit service obligation because of any of the following actions:

- a. _____ I have satisfied my troop program unit service obligation (as evidenced by my service documents (for
(initial) example, a DD Form 214)); or
- b. _____ My troop program unit service obligation was revoked prior to my appointment as a commissioned officer
(initial) (as evidenced by a properly approved revocation document (for example, Cadet Command Form 204-R)
(attached to this agreement);
- c. _____ The Secretary of the Army, or his or her designee, approved an alternate ADO in lieu of my troop
(initial) program unit service obligation prior to my signing this agreement (attached to this agreement).

I understand that if my troop program unit service obligation was revoked before being commissioned (option 25b above), I understand that I must serve my ROTC ADO in addition to my AFHPSP ADO. If the Secretary of the Army, or his or her designee, approved an alternate ADO in lieu of my troop program unit service obligation prior to my signing this agreement (option 27c above), I understand that I must serve such alternate ADO in addition to my AFHPSP ADO.

28. I acknowledge that my service obligation set forth in paragraph 30 below incorporates my service obligation resulting from my attendance at the United States Military Academy (USMA), ROTC, relevant scholarship programs or other educational opportunities if applicable. If the Secretary of the Army, or his or her designee, approved my resignation from active duty, I understand that I must still serve any remaining ADO for my attendance at the USMA, ROTC, relevant scholarship programs or other educational programs if applicable, in addition to my AFHPSP ADO. I further acknowledge that should I be required under paragraph 23 above to repay the United States for the advanced education it provided me, I will be required to repay the United States the amount of money, plus interest, that is equal to or bears the same ratio to the total cost of the financial assistance provided to me by the United States (including the costs of my education at the USMA, ROTC or other education) as the unserved portion of such duty bears to the total period of such duty I was obligated to serve.

29. _____ Subject to authorization, if I have accepted an accession bonus under a separate agreement for AFHPSP
(initial) participation, I understand that I will incur a 4 year ADO, regardless of the length of AFHPSP participation or AFHPSP ADO, which is served concurrently with my AFHPSP ADO.

APPLICANT INITIALS _____

30. Except as noted in paragraph 30c below, I understand that my AFHPSP obligation will be added to my remaining previously incurred service obligation.

a. I understand that in return for a _____ academic year scholarship in the AFHPSP, I shall serve _____ years _____ months _____ days on extended active duty and serve _____ years _____ months _____ days in the Individual Ready Reserve (IRR), unless it is mutually agreed that the portion of service in the IRR shall be served on active duty or in the Selected Reserve.

b. _____ I have a remaining/prior ADO for my participation in (place "X" as applicable) _____ USMA;
 (initial) _____ ROTC; _____ other (list) _____ currently calculated to be _____ years _____ months _____ days and a remaining/prior RSO currently calculated to be _____ years _____ months _____ days. I understand that this obligation will be added to my AFHPSP ADO/RSO in paragraph 30a above.

c. _____ I have a remaining/prior ADO currently calculated to be 4 years 0 months, 0 days as prescribed in
 (initial) paragraph 29 of this agreement that is served concurrently with my AFHPSP ADO in paragraph 30a above. I understand that this obligation will be added to my remaining/prior ADO/RSO in paragraph 30b above.

d. I understand that my total service commitment, including the AFHPSP obligation in paragraph 30a above and the remaining/prior obligation indicated in paragraph(s) 30b and/or 30c above, will be _____ years _____ months _____ days on extended active duty and _____ years _____ months _____ days in the Individual Ready Reserve (IRR).

31. I understand that, as a commissioned officer and Program participant, I am subject to military laws, rules, customs and traditions that include restrictions on my personal behavior and conduct that are different from the restrictions imposed on non-military personnel. I understand that I may be prosecuted for making a false statement.

32. I understand that this is in the entire contract between myself and the United States Army. I certify that there are no oral or other agreements or understandings or representations affecting the agreement or relating to my military service, except as otherwise specifically provided herein. I have read and thoroughly understand the above statements of terms under which I am being enrolled [including all statutes, directives, policies and regulations, incorporated by reference]. I understand that I will be subject to all of the requirements and lawful commands of the officers who may from time to time be placed over me. I certify that no promise of any kind has been made to me concerning assignment to duty as an inducement to me to sign this agreement.

| | | |
|--|--|--------------------------|
| Date (MM/DD/YYYY) | Name of Applicant (Last, First Middle) | Signature of Applicant |
| | Name of Witness (Last, First Middle) | Signature of Witness |
| Accepted for and on behalf of the United States of America | | Typed Name, Grade, Title |
| | | Signature |