DEPARTMENT OF HEALTH AND HUMAN SERVICES Public Health Service Commissioned Corps

TRAINING AGREEMENT

FOR OFFICERS IN THE PUBLIC HEALTH SERVICE COMMISSIONED CORPS (CORPS)
ASSIGNED AS STUDENTS TO THE SCHOOL OF MEDICINE OF THE UNIFORMED SERVICES UNIVERSITY OF THE
HEALTH SCIENCES (USUHS) AFTER JANUARY 1, 1992

- **A.** I certify that I am free of any other scholarship, grant, contract, or agreement under which I have obligated myself for future service to any health care institution, government agency, or other legal authority.
- **B.** I acknowledge that in accordance with 10 U.S.C. 2114(b), that subsequent to my graduation from the School of Medicine, USUHS, my Commissioned Service Obligation (CSO) will be 10 years of active duty service in the Corps. I further acknowledge that if I complete or am released after having served not less than 7 years of active duty in the Corps, I may request an inter-service transfer to the U.S. Army, U.S. Navy, U.S. Air Force, or U.S. Coast Guard. Upon inter-service transfer, I may then request to serve in the Ready Reserve component of the applicable military service. If my request for a transfer and to serve in the Ready Reserve component is approved, I may complete my CSO by serving additional time in the Ready Reserve as set forth in the table below:

| Period of Service on Active Duty | Ready Reserve Obligation |
|-----------------------------------|--------------------------|
| Less than 8 years | 6 years |
| 8 years or more, but less than 9 | 4 years |
| 9 years or more, but less than 10 | 2 years |
| 10 years | None |

I further acknowledge that if I am required to repeat a year or portion thereof for academic or other reasons and thus am delayed in my graduation from USUHS, I shall incur an additional active duty obligation to the Corps of one-half year for each additional one-half year or portion thereof for such repeated work.

I understand that my CSO will begin on the date that I graduate from the School of Medicine, USUHS. However, I understand and agree that none of the time during which I am participating in graduate medical education shall be creditable toward fulfillment of my CSO.

- **c.** I understand that while I am enrolled in USUHS, I shall serve on active duty in the Regular Corps at the Junior Assistant grade (pay grade 0-1). I further understand that if I have prior active service, my basic pay will be calculated pursuant to title 37 of the U.S. Code and 10 U.S.C. 2114(b)(2).
- **D.** I acknowledge that in accordance with 10 U.S.C. 2114 and 2126, my period of assignment as a medical student to USUHS shall not be credited in determining eligibility for retirement from the Corps pursuant to 42 U.S.C. 213a(a) (2), other than by reason of physical disability incurred while on active duty at USUHS.
- **E.** I understand that should I fail to qualify for appointment as a medical officer in the Corps, such failure will not in and of itself affect, in whole or in part, any obligation I may have incurred under the terms of this agreement.
- F. Upon receipt of a medical degree from USUHS, I understand that I must apply for and accept, if offered, a first year graduate medical education position (GME-1) in a Department of Health and Human Services (HHS) intramural training program. Upon successful completion of the first year of graduate medical education in HHS, should I wish to continue graduate medical education prior to serving my active duty obligation, I must apply to the Corps for such training, if available within HHS.

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If such training is not available within HHS, I may be considered for additional graduate medical education in Department of Defense (DoD) administered or HHS-sponsored extramural training programs as specified below. The period of my participation in an HHS intramural graduate medical education program shall not be credited toward fulfillment of any active duty obligation I incur pursuant to my assignment as a medical student to USUHS. I further understand that I shall incur no additional active duty obligation to the Corps for my participation in an initial HHS intramural graduate medical education program unless such program involves a period of extramural training, (i.e., training in a non-HHS facility). When an intramural training program includes one or more periods of extramural training, I shall incur an additional active duty obligation to the Corps as specified in the electronic Commissioned Corps Issuance System, CCI 325.02, "Intramural Residency Training Programs," at http://dcp.psc.gov/eccis/documents/CCPM25 2 3.pdf.

If not offered an HHS intramural graduate medical education position upon my graduation from the School of Medicine, USUHS, I understand that I may be approved by the Corps to participate in a graduate medical education program administered by DoD if such is determined to be in the best interest of the Corps. If I participate in a DoD-administered graduate medical education program, such period of participation shall not be credited toward fulfillment of my active duty obligation to the Corps incurred pursuant to my assignment as a medical student to USUHS. I further understand that I shall incur no additional active duty obligation to the Corps pursuant to my approved participation in an initial DoD-administered graduate medical education program.

If I am not offered an HHS intramural graduate medical education position or approved to participate in a graduate medical education program administered by DoD, I understand that I may be approved for HHS- supported extramural training if such is considered to be in the best interest of the Corps. If I participate in an HHS-supported extramural graduate medical education, I shall incur an active duty obligation to the Corps of 6 months or twice the period of training, whichever is greater. This additional active duty obligation shall be served concurrently with the active duty obligation to the Corps incurred pursuant to my assignment as a medical student to USUHS. Participation in an HHS-supported extramural graduate medical education program shall not be credited toward fulfillment of my active duty obligation to the Corps incurred pursuant to my assignment as a medical student to USUHS.

I understand that graduate medical education beyond the GME-1 year is not guaranteed. Whether I will be authorized to participate in such education programs will be determined by Corps requirements with consideration given to my preference.

G. If I fail to complete my CSO with the Corps incurred from my assignment as a medical student to USUHS as described in paragraph B above, or fail to participate in an HHS-supported extramural graduate medical education as specified in paragraph F above, I shall be obligated to pay HHS. The monetary obligation equals 2 times the total amount of the tuition, fees, and other training expenses; and 2 times any compensation, to include but not limited to pay, allowances, special pays, travel, transportation, and shipment of household goods) received by me or paid on my behalf in connection with the training. I understand that in the absence of a tuition charged by USUHS and for purposes of computation of the monetary obligation as stated in this paragraph, tuition shall be the average tuition charged for medical training by accredited schools of medicine within 25 miles of the District of Columbia. Computation of such tuition charges will be based on tuition rates in effect during the period I am assigned as a medical student to USUHS. (Note: Under the Department of Treasury regulations, late charges may be assessed for payments made after the due date on amounts owed to the U.S. Government.

Furthermore, I understand that if I fail to fulfill my CSO incurred pursuant to my participation in training under this agreement, the Corps will deny me any lump sum payment for unused annual leave; divest me of any travel and transportation allowances which are otherwise authorized in connection with my separation from the Corps; withhold my final pay and allowances to satisfy any indebtedness to the Government; and deny my request for a commission in the inactive reserve.

Note: Accreditation of medical schools shall be either by the Council on Medical Education of the American Medical Association or Bureau of Professional Education, Committee on Colleges of the American Osteopathic Association.

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- H. I understand that upon completion of my initial residency training, I will be placed in 'an assignment for a minimum of 2 years before being permitted to pursue any additional graduate medical education or residency. This requirement may be waived if a determination is made by the Assistant Secretary of Health, or his/her designee, that it is in the best interest of the Corps to do so.
- I. I hereby authorize the School of Medicine, USUHS, to furnish Corps officials written reports of my progress and grades as well as other information as may be requested.
- J. I understand that HHS/Corps policy prohibits acceptance of contributions to salary, from whatever source, by active duty commissioned officers, unless the contributions are accepted as a benefit of the Government. If accepted, contributions are deposited to the Miscellaneous Receipts of the Treasury of the United States.
- **K.** I understand that in time of war or emergency, the President, by Executive Order, may declare the Corps to be a military service under Section 216 of the, PHS Act (42 U.S.C. 217).
- **L.** During my assignment to USUHS and throughout my tenure as a Corps officer, I agree to meet applicable physical fitness requirements and force readiness standards, and the uniform wear and appearance standards as established by applicable policy and regulation.
- **M.** I understand that Federal statutes and implementing regulations applicable to Corps officers may change without notice, and that such changes may affect my status as an officer and my obligation to serve as such.

| | AGREE TO THE | ABOVE-CITED TERMS | | |
|---------------------------------------|--------------|------------------------|----------|----------------------------|
| Name (Please Print) | | Social Security Number | Date | |
| Signature | | | | |
| | NOTA | RIZATION | | |
| Subscribed and sworn before me this _ | day of _ | | (month) | A.D (year) |
| at | City | State | Zip Code | |
| Signature of Notary | | | Date Con | nmission of Notary Expires |
| | | | | |
| | Privacy A | ct Statement | | |

Authority:

Debt Collection Improvement Act of 1996, 31 U.S.C. § 7701, and EO 9397.

Principal Purpose(s):

The Social Security Number (SSN) may be used for purposes of collecting and reporting on any delinquent amounts arising out of the individual's relationship with the Government.

Routine Use(s):

Routine uses for the information collected can be found in Records System 09-40-001, "PHS Commissioned Corps General Personnel Records," available at http://www.hhs.gov/foia/privacy/sorns/09400001/

Disclosure:

Disclosure of your SSN is mandatory. It may be used for purposes of collecting and reporting on any delinquent amounts arising out of the individual's relationship with the Government. The SSN is requested for identification purposes. Failure to supply the SSN will cause delays and may result in the individual not being assigned as a student to the School of Medicine, USUHS.

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