



READJUSTMENT COUNSELING SERVICE SCHOLARSHIP PROGRAM (RCSSP) AGREEMENT

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PRIVACY ACT NOTICE: The VA is asking you to provide the information on this form under the authority of 38 CFR, sections 17.545 through 17.553 (RCSSP) in order for VA to determine the applicant's eligibility to receive a scholarship award. VA may disclose the information that you put on the form as permitted by law. VA may make a "routine use" disclosure of the information for: civil or criminal law enforcement; congressional communications; the collection of money owed to the United States; litigation in which the United States is a party or has interest; the administration of VA training and scholarship programs, including verification of the applicant's eligibility to participate; and personnel administration. You do not have to provide this information to VA but, if you do not, VA may be unable to process the applicant's request for a scholarship. If you give VA a social security number, VA will use it to obtain information relevant to determining whether to grant a scholarship, and to administer the applicant's scholarship, if awarded. It also may be used for other purposes authorized or required by law.

INSTRUCTIONS: Do Not Make Alterations to this Document. Only Use Ballpoint Pen to Complete.

SECTION A - The Readjustment Counseling Service Scholarship Program (RCSSP) is described in 38 CFR sections 17.545 through 17.553.

SECTION B - Obligation of the Under Secretary for Health (USH).

1. Provide the undersigned participant with an RCSSP award consisting of the payment of tuition, reasonable educational expenses, and a monthly stipend, as authorized by 38 CFR section 17.547.
2. Ensure that each participant selected for the RCSSP is an eligible applicant, pursuing a degree in a qualifying field of education or training designated by the USH for participation in the program.
3. Appoint the participant to a full-time position providing health services in accordance with Section C13 of this agreement. This employment will begin no later than 180 days after the participant completes the RCSSP required education or training and meets all the applicable qualification and licensure requirements for appointment to the position. This time period may be extended at the USH's discretion. At least 60 days prior to the appointment date, the participant will be notified of location and beginning date of obligated service.
4. Assign a mentor to the scholarship participant when it is determined when and where the participant will be performing the obligated service. The mentor will monitor participants to ensure State licenses are obtained in a minimal amount of time following graduation and the required period of supervision for their profession.

SECTION C - Obligation of the Participant. In return for payments under the RCSSP, the participant agrees to:

1. Accept the RCSSP award provided by the USH under Section B1 of this agreement.
2. Pursue a degree in a qualifying field of education or training designated by the USH for participation in the scholarship program and the degree designated in the application for the scholarship program.
3. Maintain enrollment as specified in the scholarship application until completion of the course of study for which the scholarship award is provided.
4. Maintain an acceptable level of academic standing, as determined by the educational institution, while enrolled in the course of study for which the scholarship award is provided.

5. Notify the Scholarship Program office in writing, of any of the following changes within 10 days: change in name, address, telephone number, enrollment status, plan of study, or academic standing.
6. Submit required documentation periodically to the Scholarship Office at times determined by VA in order to continue receiving the scholarship award. Notify RCSSP program officials of changes in address, phone numbers, and enrollment status.
7. Complete all coursework within the time frame indicated on the application or any change in dates approved by the Scholarship Program.
8. Ensure that the RCSSP program officials have access to educational or training institution official transcripts, and other information and documents required to assess the academic standing, status, and progress of the scholarship recipient.
9. Sign a mobility agreement in which the participant agrees to relocate, if necessary, at his or her own expense, to complete a clinical tour or service obligation period in accordance with Sections C13 of this agreement.
10. Serve a period of obligated service.
 - a. All scholarship participants in the RCSSP must serve a period of obligated service as a full-time employee in the Veterans Health Administration (VHA) in an assignment and location determined by the USH.
 - b. This employment will begin within 180 days after the participant completes the RCSSP-supported education or training and meets all the applicable qualification requirements for appointment to the position.
 - c. If the participant requests a deferment, an additional period of service obligation may be required, at the discretion of the USH. No credit of time for any advanced clinical training or residency will be counted toward satisfying the obligated service period.
 - d. Each full-time student will incur a service obligation of 6 years regardless of profession, psychology, social work, mental health counseling, or marriage and family therapy, or terminal degree obtained, masters or doctorate.

Applicant's Name: _____

Applicant's Initials: _____

READJUSTMENT COUNSELING SERVICE SCHOLARSHIP PROGRAM (RCSSP) (continued)

SECTION D - Breach of RCSSP Agreement. If a participant, defined as an applicant who has been selected for and accepted a scholarship award:

1. Fails to accept payment or instructs the educational institution to which the scholarship payments are to be made not to accept payments under this agreement, the participant (other than a participant under paragraph 2 of this section) shall, in addition to the service or other obligations incurred under this agreement, pay to the United States the sum of \$1,500 as liquidated damages. Payment of this amount must be made within one year of the date on which the participant fails to accept payment of the HPSP award or instructs the school not to accept payment.
2. Fails to maintain an acceptable level of academic standing in the course of study for which the award is provided; is dismissed from the educational institution for disciplinary reasons; voluntarily terminates, for any reason, the course of study or program for which the award was granted including a reduction of course load from full-time to part-time before completing the course of study; fails to become licensed and/or certified in the occupation for which the education and training was provided within one year from the date such person becomes eligible to apply for the licensure, or fails to meet any applicable licensure requirement in the case of any other healthcare personnel who provide either direct patient-care services or services incident to direct patient-care services, during a period of time determined under regulations prescribed by the USH; or, fails to maintain employment, while enrolled as a part-time student in the course of training being pursued under the HPSP as a Department employee. In such cases the participant shall, instead of performing the service obligation incurred under this agreement, repay to the United States all funds paid to the participant under this agreement. Payment of this amount must be made within one year from the date of breach.
3. Breaches the agreement by failing for any reason to begin or complete such participant's period of obligated service, or by failure to comply with the terms and conditions of deferment. The United States shall be entitled to recover from the participant an amount of triple damages determined in accordance with the following formula:

$$A=3P((t-s)/t) \text{ in which}$$

"A" is the amount the United States is entitled to recover.

"P" is the sum of:

- a. The amounts paid under this agreement, to or on behalf of the participant; and
- b. The interest on such amounts which would be payable if at the time the amounts were paid they were loans bearing interest at the maximum legal prevailing rate, as determined by the Treasurer of the United States.

"t" is the total number of months in the participant's period of obligated service, including any additional period of obligated service in accordance with 38 CFR sections 17.545 through 17.553.

"s" is the number of months of such period served by the participant in accordance with 38 CFR sections 17.545 through 17.553. The amount the United States is entitled to recover shall be paid within one year of the date the USH determines that the participant has failed to begin or complete the period of obligated service.

The amount the United States is entitled to recover may be offset against any salary, wages, accrued leave or retirement annuity which the participant is owed at the time the participant was terminated or failed to complete the required obligated service.

SECTION E - Cancellation, Suspension, and Waiver of Obligation.

1. Any service or payment obligation incurred under this agreement will be canceled upon the death of the participant.
2. The USH may waive or suspend the participant's service or payment obligation incurred under this agreement if:
 - a. Compliance by the participant with the terms and conditions of the agreement is impossible due to circumstances beyond the control of the participant, or
 - b. In cases not related to paragraph 2.a. of this Section, when considered in the best interest of the VA. Such decisions will be made by the USH on an individual basis.
3. Requests for waiver of obligation must be submitted to the USH within one year of the date the participant is determined, by the USH, to be in breach of the agreement.

SECTION F - Consent for Release of Information.

The undersigned participant consents to allow the educational institution to report status and academic standing including grade point average at the time of application and, if selected, during the period of award participation. The participant understands that this authorization is voluntary and the participant may revoke the consent at any time. However, the participant further understands that if this authorization is voluntarily revoked after the award of the scholarship, the scholarship award may be terminated and the participant may be liable for damages in accordance with the provisions of 38 CFR section 17.553.

SECTION G - General Provisions.

The Under Secretary for Health or authorized representative must accept this agreement before it becomes effective. The regulations and other documents issued by the Under Secretary for Health to implement the RCSSP are incorporated into and made a part of this agreement.

I understand the period of obligated service for this agreement is

I have read and understand the above agreement. I agree to comply with the published statutes, regulations and policies governing the Readjustment Counseling Service Scholarship Program and to be subject to any changes in program policy.

Applicant's Name (*Print*)

Applicant's Signature

Date (*MM/DD/YYYY*)

Signature of Under Secretary for Health (USH)
or, Authorized Representative

Date (*MM/DD/YYYY*)