

VA VISUAL IMPAIRMENT AND ORIENTATION AND MOBILITY PROFESSIONALS SCHOLARSHIP PROGRAM (VIOMPSP) AGREEMENT

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

SECTION A - The Department of Veterans Affairs (VA) Visual Impairment and Orientation and Mobility Professionals Scholarship Program (VIOMPSP) is described in 38 United States Code, Sections §7501-§7505.

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

1. Provide the undersigned participant with a VIOMPSP award consisting of the payment of tuition and required fees as determined by the USH as being necessary with a maximum of \$15,000 per academic year for a full-time student. The maximum amount will be prorated for part-time students.
2. Ensure that each participant selected for the VIOMPSP 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 Sections C10 and C11 of this agreement. The USH shall carry out the program to fully employ scholarship graduates as soon as possible upon graduation and completion of necessary certifications and will assist and monitor graduates to ensure that certifications are obtained in a minimal amount of time following graduation.

SECTION C - Obligation of the Applicant. In return for payments under the VIOMPSP, the applicant agrees to:

1. Accept the VIOMPSP award provided by the USH under Section B1 of this agreement.
2. Pursue a degree in a program of study that will satisfy the Hybrid Title 38 educational requirements for Blind Rehabilitation Specialist or Blind Rehabilitation Outpatient Specialist, at an accredited (as determined by the USH) educational institution.
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. Scholarship recipients may not change school or program without prior approval from the VIOMPSP Program Office.
7. Submit required documentation periodically to the Scholarship Office at times determined by VA to continue receiving the scholarship award.
8. Complete all coursework within a maximum of four years after enrollment for full-time students and a maximum of six years after enrollment for part-time students.

9. Ensure that the VIOMPSP 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.

10. Sign a mobility agreement in which the participant agrees to relocate, if necessary, at his or her own expense, to complete a service obligation period in accordance with Sections C10 and 11 of this agreement.

11. Serve a period of obligated service. All scholarship participants in the VIOMPSP must serve a period of obligated service as a full-time employees in the Veterans Health Administration (VHA) in an assignment and location determined by the USH. A participant will incur a service obligation of three calendar years to be completed within the first six years after the participant has completed the program for which the scholarship was awarded and received a degree or certification according to Section C2. No credit of time for any advanced clinical training prior to or during scholarship training will be counted toward satisfying the obligated service period.

12. Serve the period of obligated service by providing health services in full-time clinical practice in the profession for which trained in an assignment and location in VHA as determined by the USH. The beginning date for the period of obligated service shall begin when the USH appoints the participant as a full-time VA employee in the VHA in a position for which the degree program prepared the participant. This is further explained in the regulations governing the VIOMPSP.

SECTION D - Breach of VIOMPSP Award. 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 VIOMPSP 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 credentialed 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 credentials, or fails to meet any applicable credentialing 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; 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.

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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 equal to the unearned portion of the educational assistance paid to or on behalf of the participant determined in accordance with the following formula:

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

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

"P" is the the amounts paid under this subchapter, to or on behalf of the participant;

"t" is the total number of months in the participant's period of obligated service;

"s" is the number of months of such period served by the participant in accordance with Section §7504, Title 38, United States Code.

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 cancelled 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 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 provisions of Section §7505, Title 38, United States Code.

SECTION G - General Provisions

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

I have read and understand the above agreement terms. I agree to comply with the published statutes, regulations and policies governing the Visual Impairment and Orientation and Mobility Professionals Scholarship Program and to be subject to any changes in program policy.

I understand the period of obligated service for this agreement is 3 years.

Applicant's Name (Print)

Applicant's Signature

Date

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

Date