

FISCAL YEAR 2009
AIR FORCE EARLY CAREER INCENTIVE SPECIAL PAY PLAN
FOR MEDICAL OFFICERS

A. PURPOSE: To promulgate pay rates and policy for the FY09 Early Career Incentive Special Pay Program. These instructions are effective 1 October 2008. Reference: 9 October 2008 HA OASD Policy on Fiscal Year 2009 Early Career Incentive Special Pay for Medical Officers and authorized IAW U.S.C. Title 37, Section 302d.

B. APPLICABILITY: The provisions of this policy memorandum apply to members of the Air Force designated as physicians as specified by this plan.

C. TERMS AND DEFINITIONS:

1. Medical Corps Officer. An officer of the Medical Corps of the Air Force designated as a medical officer, 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 graduate medical education while not on active duty and all periods of active duty as a Medical Corps officer.

3. Medical Service Pay Date (MSPD). The date derived by adding all periods of creditable service and subtracting the sum from the date entered into the active duty Medical Corps. For example, three years of creditable service subtracted from 1 July 2000 (date entered active duty) equal an MSPD of 1 July 1997. Medical Corps officers have two pay dates – a base pay date for promotions and an MSPD for medical special pays.

D. PHYSICIAN RETAINABILITY:

1. For physicians eligible to complete 20 years active duty service by age 62, the signature on the special pay agreement constitutes authorization for use of the agreement as a source document to extend their retainability to allow for completion of the agreement ADO.

2. Physicians who, upon reaching age 61, wish to remain on Active Duty status at age 62 and beyond, but not to exceed age 68, must apply for a Secretary of Air Force age waiver through the AFPC/DPAMP office. The age waiver must be accomplished before the extension of retainability is requested and special pay can be authorized. A delay in submitting retainability extension will cause a delay in special pay payments.

3. Physicians not eligible to complete 20 years active duty service by age 62, will first have to obtain retainability via a Specified-Period-of-Time-Contract (SPTC) with an established date of separation not to exceed their 68th birthday, prior to submitting a completed special pay

agreement. In the case of a VSP, ASP, Single year ISP, or BCP application and where the physician has enough retainability via a different pre-existing active duty service commitment, a SPTC is then not necessary.

4. The National Defense Authorization Act of 2005 stipulates that all active duty physicians eligible for Regular Air Force will be automatically converted to Regular Air Force by 1 May 2006. This establishes an indefinite date of separation (DOS) for those who are otherwise able to complete 20 years active duty service by age 62.

5. HQ AFPC/DPAMF1 initiates actions for DOS changes related to medical special pay agreements.

NOTE: *All Colonel DOS changes are managed by the Colonel's Group.*

E. SUBSPECIALTIES: Specialties are grouped for pay purposes into the following categories:

a. Subspecialty Category I. Includes cardio-thoracic surgery, colon and rectal surgery, surgical oncology, pediatric surgery, plastic surgery, organ transplant, trauma/critical care surgery, vascular surgery and fellowship trained orthopedic surgeons.

b. Subspecialty Category II. Includes nuclear medicine physicians.

c. Subspecialty Category III. Includes physicians residency trained and fellowship trained in: allergy/ immunology, nephrology, hematology/oncology, pediatric cardiology, neonatology. *Also, includes pediatric subspecialties of all specialties listed.*

d. Subspecialty Category IV. Includes all internal medicine/pediatric subspecialties not listed in *Subspecialty Category I or III* or listed separately in the tables appearing in Table 1.

e. Subspecialty Category V. Includes physicians who are fellowship trained in ophthalmology, otolaryngology, obstetrics/gynecology, and urology.

5. Residency. A successfully completed formal program of medical specialty or subspecialty training.

6. Specialty. Medical specialty for which there is an identifying AF specialty skill identifier.

F. EARLY CAREER INCENTIVE SPECIAL PAY (ECISP)

1. Annual payment amounts for multi-year agreements, beginning in FY09, will be in the amounts indicated in Table 1. Officers may be paid at the rate for any specialty for which they are currently credentialed, but the MSP and MISP specialty must be the same. Multi-year incentive special pay is linked to MSP. Single Year ISP cannot be linked with MSP agreements.

2. Eligibility. A Medical Corps officer:

- a. who is below the grade of 0-7,
- b. who has a current, valid, unrestricted license or approved waiver, and fully qualified to remain a licensed physician,
- c. who is within 18 months of completing their residency medical education and training obligation, and
- d. who has completed initial residency training, or is scheduled to complete initial residency training before 1 October 2008,
- e. who executes a written agreement to remain on active duty for a period of not less than four years beginning on the date for which the ECISP is to be paid and served concurrently with any other service obligation.
- f. who is in a specialty designated by the AF Surgeon General as eligible for this pay,
- g. who has completed specialty qualification before October 1, 2008, except for cases listed in paragraph G.2.,
- h. subject to the acceptance by the Secretary of the Air Force (or designee), a medical officer must be currently credentialed and privileged at a military treatment facility in the specialty for which ECISP is to be paid.

Note: If the member's residency obligation has already expired, they are not eligible for ECISP.

G. ADMINISTRATION:

1. ECISP payments for contracts beginning on or after October 1, 2008, will be in the amounts indicated in the attached table at Table 1. Unless otherwise listed, subspecialties of the primary specialty are included with the primary specialty.

2. ECISP shall not be paid during the same fiscal year in which the qualifying residency training is completed. However, if the qualifying training is completed out of cycle (at a time prior to the end of June) and it is not the fault of the medical officer, the Air Force Surgeon General is delegated the authority to waive the Department of Defense policy and grant ECISP during the same fiscal year in which the qualifying residency is completed. Members requesting out of cycle ECISP must submit an ECISP agreement and letter of justification, endorsed by the requesting member's ECISP Authorizing Authority to HQ AFPC/DPAMF1.

3. The effective date for ECISP shall be calculated from the completion of the qualifying training plus three months. This keeps all medical officers eligible for ECISP consistent in how their eligibility date is calculated.

4. The Secretary of the Air Force (or designee) may approve recommendations for ECISP payments to fully qualified physicians assigned to positions requiring a substantial portion of time performing military unique duties under adverse conditions or in remote outside the continental United States (OCONUS) locations or that preclude the ability to spend appropriate time in a clinical setting.

5. ECISP recipients are not precluded from transitioning into the regular multi-year pay program i.e., the coupled MISP and MSP for the same specialty once they are eligible to do so.

6. ECISP is a one-time offer and once entered into an ECISP agreement, a recipient cannot terminate the ECISP agreement. However, if the individual becomes eligible for the coupled MISP and MSP, he/she can terminate the ECISP in order to enter into a coupled MISP and MSP that has an equal or longer obligation. The new active duty obligation has to be at least as long as the time remaining on the original special pay agreement.

7. An ECISP recipient cannot receive a regular ISP, MISP, or MSP in addition to ECISP pay. Those on an ISP that meet eligibility requirements for ECISP may terminate their ISP and apply for ECISP.

8. Physicians must ensure and obtain sufficient retainability to cover the length of a special pay agreement. See section D for additional information.

H. TERMINATION/WITHHOLD OF ENTITLEMENT TO SPECIAL PAY:

1. All withhold/termination actions must be routed through HQ USAF/SG for final determination.

2. The Air Force Surgeon General can terminate/withhold at any time an officer's entitlement to ECISP. If conditions of the written special pay agreement are not fulfilled, this will cause termination/withhold of pay under the agreement. Other reasons for termination may include, but are not necessarily limited to: loss of privileges, court-martial conviction, violations of the Uniform Code of Military Justice, failure to maintain a current, unrestricted license to practice medicine, unprofessional conduct, medical incompetence, noncompliance with Air Force professional practice standards, substandard performance or reasons that are in the best interest of the Air Force. If entitlement to one or more of the aforementioned special pays is terminated, and the individual is subject to statutory repayment provisions, the individual shall be required to repay the United States the percentage of the pay representing the unexpired part of the service for which the pay was provided.

3. There is an exception to the above expectation to fulfill conditions of the agreement. If an individual becomes unable to fulfill the conditions of an agreement due to death, not the result of his or her misconduct, repayment shall not be sought, and any unpaid portion of a bonus or special pay is to be included in a deceased individual's final pay account. Additional exceptions may be granted if repayment would be contrary to a personnel policy or management objective, would be against equity and good conscience, or would be contrary to the best interest of the United States. The Under Secretary of Defense (Personnel and Readiness) may establish criteria for granting exceptions under this paragraph and may delegate that authority in writing.

4. Initiating Withholding/Terminating Action. The individual who is the Authorized Indorsing Authority for the member's medical special pays (usually the member's medical group commander, or the MAJCOM/SG for hospital and clinic commanders), may recommend withholding or terminating ECISP. Commanders initiate an action by notifying the officer concerned, in writing (TAB B, figure 1-1), that they are recommending withholding or terminating the officer's ECISP and stating the reasons for the recommendation. List documents that support the withholding or termination as attachments to the letter of notification. Such documents may include, but are not limited to, evaluation letters, credentials committee reports, consultants' trip reports, and security police or redacted/summarized Office of Special Investigations reports. The documents attached to the letter of notification should give a complete picture of the situation. The letter of notification should: explain in detail one or more specific reasons for withholding or terminating special pay; provide the officer with copies of all substantiating documents; direct the officer to acknowledge receipt of the notification letter (TAB B, figure 1-2) and date the acknowledgement; advise the officer that, if desired, the individual may submit a written rebuttal to accompany the recommendation for withholding or terminating special pay; and advise that the individual has 10 calendar days from the date of acknowledgement for submitting the written rebuttal. Send the original withhold/termination recommendation by cover letter through the base Judge Advocate, then the MAJCOM/SG (who must make a written recommendation) to HQ AFPC/ DPAM. The MAJCOM/SG may add no additional information unless the officer concerned is notified of the information added and given a reasonable opportunity to make a reply regarding any of the added information. Payment of ECISP is suspended when an officer is notified of action to recommend withholding/termination of such pay pending HQ USAF/SG final decision.

5. HQ AFPC Review. HQ AFPC/DPAM will review only documents properly included in the recommendation package. HQ AFPC/DPAM will make a recommendation to HQ USAF/SG, who makes the final decision. HQ AFPC/DPAM coordinates each case with the AFPC Staff Judge Advocate (HQ AFPC/JA) before forwarding to HQ USAF/SG.

6. Effective Date of Withhold/Termination Action. If HQ USAF/SG approves special pay withhold/termination, and the withhold/termination effective date is the date the officer acknowledged receipt of the letter of notification. If the officer refused or failed to acknowledge the letter of notification, the effective date is the date of the letter of notification. If HQ

USAF/SG approves special pay withholding, the officer does not receive any portion of the bonus. If entitlement to one or more of the aforementioned special pays is terminated, effective date determines the unexpired part of service. If the individual is subject to statutory repayment provisions, the individual shall be required to repay the United States the percentage of the pay representing the unexpired part of the service for which the pay was provided.

7. Reinstatement of Special Pay. Terminated special pay agreements will not be reinstated. If an officer's performance improves, the commander may approve a new special pay agreement. The commander sends the new agreement and documents substantiating improved performance through the MAJCOM/SG for endorsement and forwarding to HQ AFPC/DPAM.

I. RECOUPMENT:

1. An officer who receives an ECISP and who fails to become and remain licensed as a medical or dental officer during the continuous period for which the payment is made and who fails to satisfy the eligibility conditions of the written agreement described in paragraph F.2., shall refund to the United States an amount equal to the full amount of such payment.

2. For an officer who is dismissed or discharged for cause or permanently disqualified for further military service for any reason, (including, but not limited to, misconduct, willful neglect, unauthorized absence) or voluntarily terminates the Active Duty Obligation (ADO), the unearned Early Career Incentive Special Pay bonus will be recouped by the government on a pro rata basis based on length of ADO actually served, unless the failure to complete the period of active duty specified in the agreement is due to death not the result of his or her misconduct.

3. To comply with the statutory repayment provisions of 37 U.S.C 303a(e), "Repayment of Unearned Portion of Bonuses and Other Benefits When Conditions of Payment Not Met", recoupment will be sought in accordance with applicable Federal law, guidance established by the Principal Deputy Under Secretary of Defense (Personnel and Readiness) policy memorandum, "Repayment of Unearned Portions of Bonuses, Special Pay, and Educational Benefits or Stipends" dated 21 May 2008, and Department of Defense and Department of the Air Force guidance. An obligation to reimburse the United States is, for all purposes, a debt owed to the United States.

J. BANKRUPTCY: A discharge in bankruptcy under Title 11 that is entered less than five years after the termination of the ECISP agreement does not discharge a person from a debt arising under such agreement or paragraph 5. This provision applies to any case commenced under Title 11 after October 1, 2008.

K. CONDITION OF MEDICAL SPECIAL PAY AGREEMENTS: Medical Special Pay agreements are binding as of the date of the member's signature.

L. SUBMISSION REQUIREMENTS:

1. All FY09 medical special pay agreements must be obtained from <https://kx.afms.mil/medicalspecialpays>. The site is DotMil restricted but can be accessed from anywhere with an AF Medical Service Knowledge Exchange (Kx) membership. Apply for a Kx membership by going to <<https://kx.afms.mil/>>, click “Join the Kx” in the left column, select the full membership request form (on the left), fill it in and press apply. Upon receipt of an approved membership, go to the new web site, login, and click “Subscribe” in the upper right corner. This will ensure members receive an email notice (once daily) whenever a change occurs to the site. Please note a person does not need to re-apply for Kx membership if one is already approved. All completed agreements should be mailed to HQ AFPC/DPAM1 (Attn: Medical Special Pays).

2. Each applicable block of the agreement must be **initialed** by the requesting member.

3. Each page of the agreement must be **initialed** by the requesting member at the bottom where indicated.

4. All agreements must be endorsed at the appropriate level as indicated in this document below. Endorsements must include a typed or stamped signature block for identification purposes. Agreements received by HQ AFPC/DPAM1 without the proper endorsement and/or signature block will be returned without action.

5. In order for FY09 agreements to be processed for payment, they must (a) be signed by the member on or prior to 30 Sept 2009; and (b) be signed by the endorsing authority and be received by HQ AFPC/DPAMF1 no later than 30 Oct 2009. Agreements will be effective the first day of the previous month in which the member signed the agreement as long as: the member was on active duty on the date to be used as the effective date; the endorsing authority signed within 2 months of the date that the member signed the agreement; and the agreement is received by HQ AFPC/DPAMF1 within 3 months of the member’s signature. Agreements signed in October may be effective 1 October.

6. Stateside locations must mail the original agreement to: HQ AFPC/DPAMF1 (Attn: Medical Special Pays), 550 C Street West, Suite 27, Randolph AFB TX 78150-4729. Faxed agreements will only be accepted on a case-by-case basis, when necessary, in support of members assigned at overseas/remote locations. Do not mail originals of faxed copies, they are not required.

7. Each member is ultimately responsible for requesting/monitoring his/her medical special pays. Follow local guidance, if any, to obtain endorsements and submit requests.

NOTE: *It is not a requirement that Medical Special Pay agreements be processed through the member’s Military Personnel Flight (MPF).*

M. ENDORSEMENT OF MEDICAL SPECIAL PAY AGREEMENTS:

1. Military Treatment Facility Commanders are the endorsing authority for special pay agreements within their organization. Medical Center Vice-Commanders may be designated as the endorsing authority.

2. Members eligible for special pays and who are assigned in staff agencies should have their agreements endorsed at the director level in their organization (i.e., MAJCOM, TRICARE Agencies).

3. Members assigned to Air Force Element positions should have their agreements endorsed by the Commander of the Air Force Medical Support Agency (AFMSA). Mail special pay agreements along with a copy of your license and last OPR to:

HQ AFMSA/CC
Attn: Ms. Tina Lucas
110 Luke Avenue, Room 400
Bolling AFB, DC 20032-7050

4. Flight Surgeons assigned to Squadron Medical Elements should have their line squadron commander endorse their agreements with suggested coordination by the local Medical Group Commander.

5. Members attending PME in residence should have their commander endorse their agreements.

6. Members assigned to AFIT positions should have their agreements forwarded to AFIT/CIM, 2950 P Street, Wright Patterson AFB, OH 45433-7765 for endorsement.

7. Directors of Medical Education (DME) are designated as the ISP/MISP-MSP approval authority for those undergoing training in a fellowship/secondary residency.

8. Under no circumstance will a subordinate endorse agreements.

9. This guidance should cover most eligible members. As a general rule, whoever would be the OPR for recommending termination or withhold of special pays should be the approving authority.

N. SPECIAL PAYS PROGRAM MANAGEMENT: HQ AFPC/DPAMF1 is the program manager for special pays. HQ AFPC/DPAMF1 will accomplish agreements and disseminate this pay plan with the special pay agreements. The pay plan and special pay agreements are available on website and can be found at <https://kx.afms.mil/medicalspeciallypays>.

Table 1

FY 2009 Annual ECISP Pay Rates

(62.5% of combined 4-year MISP and MSP rate)

Specialty	ECISP/yr (4 yr contract)
Adult Cardiology	\$58,000
Anesthesiology	\$69,000
Dermatology	\$36,000
Emergency Medicine	\$44,000
Family Practice	\$36,000
Gastroenterology	\$49,000
General Surgery	\$69,000
Internal Medicine	\$34,000
Neurology	\$28,000
Neurosurgery	\$75,000
OB/GYN	\$41,000
Ophthalmology	\$34,000
Orthopedics	\$63,000
Otolaryngology	\$43,000
Pathology	\$31,000
Pediatrics	\$31,000
Phys & Aero Med	\$25,000
Prev & Occ Med	\$31,000
Psychiatry	\$39,000
Pulmonary & Crit Care	\$44,000
Radiology	\$64,000
Subspecialty Category I	\$70,000
Subspecialty Category II	\$34,000
Subspecialty Category III	\$32,000
Subspecialty Category IV	\$28,000
Subspecialty Category V	\$54,000
Urology	\$46,000

**Figure 1-1. Notification of Recommendation for Withholding or Terminating Special Pay
SAMPLE**

MEMORANDUM FOR (officer) (date)

FROM:

SUBJECT: Notification of Recommendation for Withholding or Terminating Special Pay

1. I am recommending (withholding) (terminating) your Early Career Incentive Special Pay (ECISP) for the following reason(s):
2. You may submit a written rebuttal to accompany the recommendation for withholding or terminating special pay, if you desire. You are allowed 10 calendar days from the date you acknowledge receipt of this letter to submit a written rebuttal.
3. Acknowledge receipt of the letter and date the acknowledgement whether or not you will submit a written rebuttal.

(signature)

(name, rank, title)

Attachments:
(document(s) substantiating
withholding or terminating
action)

Figure 1-2. Acknowledgement of Notification of Recommendation for Withholding or Terminating Special Pay

SAMPLE

MEMORANDUM FOR: (member's commander) (date)

FROM: (officer)

SUBJECT: Acknowledgement of Notification of Recommendation for Withholding or Terminating Special Pay

I acknowledge receipt of notification of recommendation for (withholding) (terminating) my ECISP I (will) (will not) submit a written rebuttal.

(signature)

(name, rank, title)