



**Program Guide**

**VISUAL IMPAIRMENT AND  
ORIENTATION & MOBILITY PROFESSIONALS  
SCHOLARSHIP PROGRAM (VIOMPSP)**

**Department of Veterans Affairs  
Veterans Health Administration  
HR Development, Retention and Policy  
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**CONTENTS**

<b>PARAGRAPH</b>	<b>PAGE</b>
1. Purpose.....	1
2. Background.....	1
3. Definitions.....	3
4. Purpose of the Scholarship Program.....	4
5. Eligibility Requirements for Applicants.....	5
6. Application to VIOMPSP.....	6
7. Selection of Participants.....	7
8. Payment of VIOMPSP Awards.....	9
9. Continuation of Payment of VIOMPSP Awards.....	10
10. Responsibilities of Participants.....	10
11. Suspension of VIOMPSP Award.....	12
12. The Service Obligation Period.....	12
13. Deferment of Service Obligation Period.....	13
14. Failure to Comply with Terms and Conditions of VIOMPSP.....	14
15. Bankruptcy Provision.....	15
16. Waiver or Suspension of Obligation.....	15
17. Relationship to Other Programs.....	18
18. References.....	18



## VISUAL IMPAIRMENT AND ORIENTATION AND MOBILITY PROFESSIONALS SCHOLARSHIP PROGRAM (VIOMPSP) PROGRAM GUIDE

**1. PURPOSE:** This Department of Veterans Affairs (VA), Veterans Health Administration (VHA) Program Guide provides specific direction and guidance related to the application, selection, and award procedures of the Visual Impairment and Orientation and Mobility Professionals Scholarship Program (VIOMPSP). It provides a fair summary of the rights and liabilities of an individual whose VIOMPSP application is approved and acceptance agreement is consummated by VA. **AUTHORITY:** 38 United States Code 7501 through 7505.

### 2. BACKGROUND:

a. VIOMPSP was established on May 5, 2010, by Section 302 of Public Law 111-163, The Caregivers and Veterans Omnibus Health Service Act of 2010.

b. **Privacy Act Notification Statement.** The information in this Program Guide is provided pursuant to the Privacy Act of 1974 (Public Law 93-579), as amended, for individuals supplying information for inclusion in a system of records

#### c. **Purposes and Uses**

(1) VIOMPSP provides scholarships to students receiving education or training for a qualified blind rehabilitation specialist to assist VA in providing an adequate supply of such personnel for VA and the United States. VA will use the information provided by the applicant to evaluate eligibility for participation in VIOMPSP.

(2) A participant's agreement, application, required supplemental forms, supporting documentation, correspondences and related data are maintained in a system of records to be used within VHA to monitor VIOMPSP-related activities. This information may also be disclosed outside VHA, as permitted by the Privacy Act and Freedom of Information Act, to the Congress, the National Archives, the Government Accountability Office, and pursuant to court order and various routine uses.

d. **Effects of Nondisclosure.** Disclosure of the information sought is voluntary; however, if not submitted, an application is considered incomplete and, therefore, will not be considered for an award under this announcement.

#### e. **Discrimination Prohibited**

(1) Title VI of the Civil Rights Act of 1964 states: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, under any program or activity receiving Federal financial assistance."

(2) Title IX of the Education Amendments of 1972 and its implementing regulations

(Title 45 Code of Federal Regulations (CFR) Part 86) provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.

(3) Section 504 of the Rehabilitation Act of 1973, as amended, provides that no otherwise qualified handicapped individual in the United States shall, solely by reason of the individual's disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(4) Section 301 of the Age Discrimination Act of 1975 provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

f. **Paperwork Reduction Act Public Burden Statement.** An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a current Office of Management and Budget (OMB) control number. *NOTE: The current OMB control number for information collected through this application process is 2900-0793 and expires December 31, 2016.* The public reporting burden for this collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Healthcare Talent Management Office, Department of Veterans Affairs, 1250 Poydras St, Suite 1000, New Orleans, LA 70113.

g. **Department of Veterans Affairs**

(1) VA was established in 1930 to administer Federal programs that provide assistance to the Nation's Veterans. In 1989, through enactment of Public Law 100-527, VA was elevated to cabinet status with a change of name to the Department of Veterans Affairs. Veteran's benefits are administered through a nationwide network of health care facilities, Veteran's benefits offices, data processing centers, and national cemeteries.

(2) VA operates the Nation's largest health care delivery system. Facilities range in size from 100 to 2,000 beds and include medical centers, outpatient clinics, Community Living Centers (CLC), and domiciliaries located throughout the United States.

(3) The VA health care system and VHA has established extensive programs in education and research to accomplish its objective of providing Veterans with high quality health care. These programs usually are conducted in affiliation with academic institutions. All VA medical facilities are affiliated with at least one institution of higher learning and provide all, or part, of the supervised experiences required in the training of various health care professionals.

### 3. DEFINITIONS:

a. *Acceptable level of academic standing* means the level at which a participant may continue to attend school under the standards and practices of the school at which a participant is enrolled in a course of study for which a VIOMPSP scholarship was awarded.

b. *Acceptance agreement* means a signed legal document between VA and a participant of VIOMPSP that specifies the obligations of VA and the participant upon acceptance to VIOMPSP.

c. *Affiliation agreement* means a legal document that enables the clinical education of trainees at a VA or non-VA medical facility. An affiliation agreement is required for all education or training that involves direct patient contact, or contact with patient information, by trainees from a non-VA institution.

d. *Citizen of the United States* means any person born, or lawfully naturalized, in the United States, subject to its jurisdiction and protection, and owing allegiance thereto.

e. *Credential* means the licensure, registration, certification, required education, relevant training and experience, and current competence necessary to meet VA's qualification standards for employment in certain health care occupations.

f. *Degree* represents the successful completion of the course of study for which a scholarship was awarded. For the purposes of the VIOMPSP, VA recognizes a bachelor's, master's, education specialist or doctorate that meets the core curriculum and supervised practice requirements in visual impairment and blindness.

g. *Full-time student* means an individual who meets the requirements for full time attendance as defined by the school in which they are enrolled.

h. *Mobility agreement* means a signed legal document between VA and a participant of VIOMPSP, in which the participant agrees to accept assignment at a VA facility selected by VA where he or she will fulfill the obligated service requirement. A mobility agreement must be included in the participant's acceptance agreement. Relocation to another geographic location may be required.

i. *Obligated service* means the period of time during which the VIOMPSP participant must be employed by VA in a full-time clinical occupation for which the degree prepared the participant as a requirement of the acceptance agreement.

j. *Part-time student*. For the purposes of the VIOMPSP, part-time student means an individual who has been accepted for enrollment or enrolled for study leading to a degree on a less than full-time basis but no less than half-time basis.

k. *Participant or scholarship program participant* means an individual whose application to VIOMPSP has been approved, whose acceptance agreement has been consummated by VA,

and who has yet to complete the period of obligated service or otherwise satisfy the obligation or financial liabilities of such agreement.

l. *Required fees* means those fees which are charged by the school to all students pursuing a similar curriculum in the same school.

m. *School* means an academic institution that is accredited by a body or bodies recognized for accreditation by the U.S. Department of Education or by the Council for Higher Education Accreditation (CHEA), and for the purposes of the VIOMPSP, offers a course of study leading to a degree in visual impairment or orientation and mobility.

n. *School year* means for purposes of VIOMPSP, all or part of the 12-month period that starts on the date the participant begins school as a full-time student.

n. *Secretary* means the Secretary of Veterans Affairs or designee.

o. *State* means one of the several States, Territories and possessions of the United States, the District of Columbia and the Commonwealth of Puerto Rico.

p. *Under Secretary for Health* means the Under Secretary for Health of VA or designee.

q. *VA* means the Department of Veterans Affairs.

r. *VA employee* means an individual permanently employed by VA. A VA employee does not include an individual who is employed temporarily or on a contractual basis.

s. *VA health care facility* means a VA medical center, independent outpatient clinic, domiciliary, nursing home (community living center), residential treatment program, and any of a variety of community based clinics (including community based outpatient clinics, primary care telehealth clinics, and Vet Centers), consolidated mail outpatient pharmacies, and research centers.

t. *VIOMPSP* means the Visual Impairment and Orientation and Mobility Professional Scholarship Program authorized by 38 U.S.C. 7501 through 7505.

**4. PURPOSE OF THE SCHOLARSHIP PROGRAM:** The purpose of VIOMPSP is to award scholarships to students seeking a degree or certificate in visual impairment or orientation and mobility in order to increase the supply of qualified blind rehabilitation specialists for VA and the United States. VIOMPSP helps VA meet its need for qualified blind rehabilitation specialists for which recruitment or retention is difficult.

a. Eligible applicants must be enrolled in, or unconditionally accepted for enrollment in, an academic program that prepares the applicant to meet the VA Hybrid Title 38 Qualification Standards for employment in occupational series 0601, Blind Rehabilitation Specialists or Blind Rehabilitation Outpatient Specialists. VIOMPSP offers awards on a competitive basis to

selected applicants. The awards provide for the payment of tuition and required fees. The benefits are exempt from Federal taxation.

b. In exchange for the award, scholarship program participants must agree to serve a 3-year service obligation in a VA health care facility as a full-time employee in a position for which the degree program prepared him or her. Participants will be involved in applying for positions and selecting the location for the service obligation; however, VA reserves the right to make the final decision as to location. Relocation at the participant's expense may be required for completion of the service obligation period.

**5. ELIGIBILITY REQUIREMENTS FOR APPLICANTS:** Applicants must meet all of the following requirements to be eligible to compete for the VIOMPSP award.

a. **Citizenship.** Applicants must be citizens of the United States at the time of application for the VIOMPSP award.

b. **Enrollment**

(1) Applicants must be currently enrolled in, or unconditionally accepted for enrollment in, an eligible program of study leading to a degree or certification in visual impairment or orientation and mobility, or a dual degree or dual certification, as defined in VIOMPSP regulations. If currently enrolled, the applicant must have a minimum Cumulative Grade Point Average (CGPA) equivalent to 3.0 on a 4.0 grading scale.

(2) All academic institutions must be located in the United States or its territories and accredited by the professional accrediting body identified in VA Qualification Standards as required for the occupation in which the participant will be appointed, assigned, or retained. VA Qualification Standards are found in VA Handbook 5005, Staffing. An electronic version of VA Handbook 5005 is maintained on the Office of Human Resources Management Web site at <http://vaww1.va.gov/ohrm>.

c. **Complete and Eligible Applications.** Applicants must submit a complete *Application* (VA Form 10-0491G) by the deadline date to be considered for the VIOMPSP award. Please see the *How to Apply* section in subparagraph 6a for further instructions on completing the application.

d. **Background Check.** Applicants must pass and maintain a background investigation commensurate with the VA occupation for which the scholarship is being offered.

e. **Service Obligation**

(1) After graduation and completion of their licensure or certification, the applicant must be willing to fill a full-time VA employment obligation in the position for which VIOMPSP was awarded. This employment obligation may require a geographic relocation, at the applicant's expense.

(2) Applicants uncertain of a commitment to their current health care specialty or relocation requirements based on the needs of VA are advised not to request participation in this program.

f. **Ineligible Programs/Students**

(1) Students enrolled in education programs or specialty areas other than those approved for participation in VIOMPSP.

(2) Students currently or previously delinquent on any debt to the Federal Government (e.g., Public Health Service, Federal Student Loans, or taxes).

(3) Students who, at the time of application, owe a service obligation to any other entity that coincides with the requirement to perform service after completion of the VIOMPSP funded course of study.

(4) Students who were previous participants in VIOMPSP and who breached their agreement, even if they received a waiver of liability under the program.

h. **VA Employment Eligibility Requirements.** A pre-placement physical examination and a National Agency Check with Written Inquiries investigation will be completed prior to scholarship participant's appointment in VA. **NOTE:** *Applicants must be able to meet VA employment eligibility.*

**6. APPLICATION TO VIOMPSP:**

a. **How to Apply**

(1) There is one application cycle each calendar year. VA will announce the open period for accepting applications on [vacareers.va.gov](http://vacareers.va.gov) and post a Program Announcement on [USAJobs.gov](http://USAJobs.gov).

(2) To apply for this scholarship, you must provide a complete application package through the USAJobs program announcement; and follow the instructions listed in the "How to Apply" section of the program announcement.

b. **Submission.** Applicants must submit a complete *Application* (VA Form 10-0491G). The applicant should be aware that the application includes an agreement to serve a period of obligated service, as well as a service mobility clause. Each applicant should double check the completed application for accuracy and inclusion of all the forms. A complete application will consist of the following:

(1) ***Application*** (VA Form 10-0491G).

(2) ***Academic Verification*** (VA Form 10-0491).

(3) ***Evaluation and Recommendation*** (VA Form 10-0491E). *These forms* must be dated within 12 months of the application deadline, and include one from:

(a) the academic program where the applicant is currently enrolled or where the applicant will be enrolled;

(b) a person who has known the applicant for a minimum of 2 years; and

(c) the applicant's VA supervisor or equivalent individual if the supervisor is no longer available.

(4) **Academic Transcript.** *NOTE: An unofficial transcript is acceptable.*

(5) **Résumé.** Include prior education, professional licenses, registrations, certifications, and detailed descriptions of volunteer and work experience, especially those that are healthcare related. The résumé must not exceed five single-sided pages and must be at least 11-point font.

(6) **Declaration for Federal Employment (OF 306).**

c. **Application Deadline.** The complete application package must be submitted online through [USAJobs.gov](http://USAJobs.gov), or faxed to the number indicated in the program announcement by 11:59 p.m. (EST) on the closing date of the announcement. VA does not accept applications submitted by any other method, does not accept late applications, and does not grant extensions.

**7. SELECTION OF PARTICIPANTS:** VIOMPSP awards are made on a competitive basis to eligible students who meet certain selection criteria. During the selection process, students are ranked with their peers for each blind rehabilitation specialization. The amount of funds available each year determines the number of students to be selected for awards.

a. **Applications** are reviewed and rated using a points system with 50 percent of the rating based on academic performance and 50 percent on the remaining factors. Selection criteria are as follows:

(1) **Academic Performance.** Based on transcripts and faculty evaluations. If it is a school's policy not to rank students academically, faculty members are asked to provide a personal judgment of applicant's achievement.

(2) **Faculty and/or Employer Recommendations.** Based on faculty/employer evaluation of the applicant's potential in his or her chosen health-related profession and personal attributes.

(3) **Work and/or Volunteer Experience.**

(4) **Awards.**

(5) **Professional Activities.**

(6) **Organizational Memberships and/or Offices Held.**

(7) **Career Goals.** A description of career goals and an explanation of how these goals will help increase the supply of blind rehabilitation specialists in VA, in the United States, and meet the health needs of Veterans.

(8) **Veteran Status.**

b. **Ranking Procedures**

(1) Completed applications from eligible applicants within each profession and subgroup are reviewed and rated. The scores are determined for each application, and rank order listings are developed for each blind rehabilitation specialization. Priority is given to applicants in their final year of education or training.

(2) A cut off score is determined based on the needs of VA and on available funding.

(3) If the number of equally-qualified applicants exceeds the available awards, a random method of selection will be used.

(4) Veterans are given priority among otherwise equally qualified applicants.

c. **Award Notification**

(1) Applicants recommended as primary and alternate selectees by the Selection Committee are notified of their award status and must complete and successfully pass a background investigation.

(2) It is the applicant's responsibility to keep the Scholarships and Clinical Education (S&CE) Program Office informed of address changes. Failure to do so could result in unsuccessful notification of award selection and subsequent reassignment of the award to an alternate selectee.

(3) Selectees will receive a Scholarship Offer Package from S&CE that includes a *VA Scholarship Offer Response* (VA Form 10-0491LK), *VIOMPSP Agreement* (VA Form 10-0491L), and a Mobility Agreement. Selectees must complete, sign, and return the original documents to S&CE.

(4) Selectees have 15 days to notify the S&CE of their acceptance or declination of an offered award.

(5) If selectees withdraw or decline the award offer, alternates will be promoted to full selectee status.

d. **Program Agreement.** Participation in the scholarship program becomes effective when the selected applicant signs and submits the legally binding *VIOMPSP Agreement* (VA Form 10-0941L), and the Under Secretary for Health, or designee, signs the agreement. Selectees

approved to become participants will be provided with a Welcome Kit that includes a copy of the final agreement and instructions for setting up award payments.

## **8. PAYMENT OF VIOMPSP AWARDS:**

a. **Tuition and Required Fees.** The VIOMPSP award pays a participant's school tuition and required fees through direct payment to the school. The school is sent official notification of the selectees' participation in VIOMPSP and will be authorized to directly bill S&CE. It is the participant's responsibility to ensure invoices submitted for payment accurately reflect authorized curriculum, tuition, and fees.

(1) The total amount of assistance provided to a full-time student in an academic year may not exceed \$15,000 and the total amount of assistance a participant receives from VIOMPSP may not exceed \$45,000.

(2) If a participant is a part-time student, the maximum award that can be provided for each year will be a ratio to the amount that would be paid to a full-time student in the student's program of study.

(3) Required fees are those determined as necessary by the Secretary and do not include the following:

- (a) Books or equipment;
- (b) Course withdrawal fee;
- (c) Health insurance;
- (d) Licensure and/or certification fees;
- (e) Membership dues in student societies;
- (f) Parking fees;
- (g) Room or board;
- (h) Transcript fees;
- (i) Travel fees; or
- (j) Uniforms.

(4) The scholarship benefits are exempt from Federal taxation.

b. **Supplemental Funding.** A list of VIOMPSP participants will be forwarded to Financial Aid Offices and Billing Offices at the participants' schools. Participants receiving funds from sources other than VIOMPSP should contact their Financial Aid Officers. VIOMPSP may be

provided to supplement other educational assistance, but the total assistance received by the participant from VA cannot exceed the total tuition and fees for the academic year.

**9. CONTINUATION OF PAYMENT OF VIOMPSP AWARDS:** VIOMPSP payments will continue during the agreement period, depending on the following:

a. The award will not extend the total period of VIOMPSP support beyond 4 years for a full-time scholarship, and beyond 6 years for a part-time scholarship.

b. The participant demonstrates continued enrollment and provides academic verification in the accredited program of study approved by VA at the time of selection for VIOMPSP. This is accomplished by participants submitting:

- (1) a monthly self-certification to S&CE (Instructions are provided upon acceptance); and
- (2) the next semester's course enrollment at the end of each semester.

c. The participant maintains an acceptable level of academic standing as defined by the school and submits their transcripts and/or grade reports demonstrating progress in their academic program.

**10. RESPONSIBILITIES OF PARTICIPANTS:** The responsibilities of the participant include:

a. Carefully reviewing the material contained in this Program Guide to ensure that he or she fully understands the nature of the program, its benefits, limitations, and participant responsibilities.

b. Reading, understanding, signing, and satisfying all requirements specified in the VIOMPSP agreement.

c. Maintaining enrollment, attendance, and an acceptable level of academic standing as defined by the school and program for which the scholarship was awarded.

d. Reporting educational progress and expenses to S&CE. The participant is responsible for ensuring invoices submitted for payment accurately reflect authorized curriculum, tuition, and fees;

e. Providing S&CE the grade report from the academic institution at the conclusion of each academic session (semester or quarter). Funds for the next academic session will not be disbursed to the participant until this grade report is received.

f. Informing S&CE immediately of any change impacting the terms of the agreement. These changes include, but are not limited to:

- (1) Name.

- (2) Mailing address.
  - (3) E-mail address.
  - (4) Enrollment status.
  - (5) Curriculum plan revision, including course withdrawal.
  - (6) Academic standing, including course and/or challenge examination failure or incomplete grade.
  - (7) Pending graduation date.
  - (8) Projected costs.
- g. Ensuring prior to any change, that the change complies with program criteria specified in this Program Guide. Changes may require approval or pre-approval from S&CE. Thus, the participant should notify S&CE in advance of the change whenever possible, but in all cases notification should occur within 10 days of the change unless otherwise specified within this Program Guide.
- h. Submitting to S&CE:
- (1) A *Notice of Change/Annual Academic Status* (VA Form 10-0491I) and any other required form(s), as determined by S&CE, for any of the changes listed in subparagraph 10f and annually to verify academic status.
  - (2) A *Notice of Approaching Graduation* (VA Form 10-0491H) 6 months prior to his or her scheduled graduation date.
  - (3) An *Education Program Completion Notice/Service Obligation Placement* (VA Form 10-0491E) within 90 days of completing their education program and upon agreeing to accept a position within the VA to fulfill his or her service obligation.
- i. Ensuring that VIOMPSP officials have access to educational or training institution official transcripts, and other information and documents required to assess the participant's academic standing, status, and progress.
- j. Meeting or exceeding performance requirements for current VA position if participant is a current VA employee.
- k. Submitting to S&CE, within 90 days of completing the academic program, the final official transcript from the academic institution attended. The transcript must include the degree or certificate conferred and date thereof.

l. Obtaining applicable credentials within 180 days after degree conferral and becoming eligible for assignment or appointment to the position for which the VIOMPSP-sponsored education or training program prepared the participant.

m. Serving as a full-time VHA employee in position for which the VIOMPSP-sponsored education or training program prepared the participant for a period of three years, to be served within the first six years after the participant has completed such program and in a location determined by VA.

n. Maintaining program eligibility requirements throughout participation in the program.

## **11. SUSPENSION OF VIOMPSP AWARD:**

a. VA will suspend VIOMPSP payments for any of the following reasons:

(1) The school and VA have approved a leave of absence for health, personal, or other reasons.

(2) The degree completion date is delayed because of course failure(s) or curriculum changes.

b. Participants are required to notify S&CE, in writing, when expecting a leave of absence from the school or repeating course work. A letter from the school verifying this information must accompany the written communication. The VIOMPSP award will resume once S&CE is notified, in writing, by the school that the participant has returned to the course of study for which the scholarship was awarded or that the participant has achieved satisfactory grades for repeated course(s) and is proceeding in the course of study for which the scholarship was awarded. VA will not pay tuition for repeated courses.

**12. THE SERVICE OBLIGATION PERIOD:** Upon completing the VIOMPSP funded degree, participants are obligated to provide service as a VA employee in full-time blind rehabilitation practice. Temporary appointments are not sufficient to fulfill this service obligation.

a. Working for VA offers a comprehensive benefits package that includes, in part: paid vacation, sick leave, holidays, life insurance, health benefits, and participation in the Federal Employees Retirement System. In addition to traditional "dollars and cents" benefits, VA offers a range of benefits to help balance work and life. For more information on these benefits please visit [http://www.va.gov/jobs/job\\_benefits/benefits.asp](http://www.va.gov/jobs/job_benefits/benefits.asp).

b. When submitting an application for employment that will be used to fulfill the VIOMPSP scholarship obligation period, participants must be sure to clearly indicate that they are a VIOMPSP participant.

c. VA will fully employ VIOMPSP participants as soon as possible after they graduate and meet all VA qualification requirements.

d. **Fulfilling the Service Obligation Period.** A participant's service obligation will begin on the date that he or she is appointed as a full-time VA employee in a position for which the degree program prepared him or her.

(1) Participants will serve as permanent, full-time VA employees for three calendar years within 6 years after they have completed the program for which the scholarship was awarded and received a degree or certification.

(2) Participants are responsible for verifying their VA employment each year by submitting an *Annual VA Employment or Deferment Verification Form* (VA Form 10-0491C). No period of advanced clinical training or temporary appointment will be credited toward satisfying the period of obligated service incurred under VIOMPSP.

e. **Location.** A participant who receives a scholarship must agree as part of the participant's mobility agreement that he or she is willing to accept the location and assignment where VA assigns the obligated service. Participants must be willing to relocate to other geographic locations, at their own expense, to complete their service obligation.

(1) The service obligation is carried out only in VA medical facilities and cannot be served in any branch of the Armed Forces or other Federal agencies.

(2) Locations for obligated service will be at those VA medical facilities with the greatest need for services of visual impairment or orientation and mobility specialists. Due to the national distribution of VA medical facilities and clustering of professional schools, relocation is likely for service obligation.

(3) VA needs and priorities change; therefore, arrangements to determine the location of the service obligation are started approximately 3 months prior to a participant's availability for service. Participants will be involved in applying for positions and selecting the location for the service obligation; however, VA reserves the right to make the final decision as to location.

(4) Participants must notify S&CE upon agreeing to accept a position within the VA to fulfill their service obligation.

### **13. DEFERMENT OF SERVICE OBLIGATION PERIOD:**

#### **a. Deferment Requirements**

(1) VIOMPSP participants are required to serve as permanent, full-time VA employees for three calendar years within 6 years after they have completed the program for which the scholarship was awarded and received a degree or certification.

(2) Any participant electing to delay completion of the service obligation period is required to notify S&CE in writing. Written notification must include:

(a) participant's name,

(b) address,

(c) phone number,

(d) email address,

(e) reason for the delay, and

(f) anticipated date the participant will be available to complete the service obligation period.

(3) Participants are responsible for verifying their deferment status each year using the *Annual VA Employment or Deferment Verification Form* (VA Form 10-0491C).

b. **Beginning of Service After Deferment.** Any participant whose period of obligated service has been deferred under this section, must provide written notification to S&CE 120 days prior to the date the participant intends to start their service obligation period.

#### **14. FAILURE TO COMPLY WITH TERMS AND CONDITIONS OF VIOMPSP:**

##### a. **Liquidated Damages Penalty**

(1) If a participant, after signing the written agreement and being approved for the VIOMPSP award, fails to accept payment or instructs the school not to accept payment for the scholarship, that participant must pay \$1,500 in liquidated damages, in addition to any obligation incurred under the agreement.

(2) Payment of this amount must be made within 90 days of the date on which the participant failed to accept payment or instructed the school to not accept payment of the scholarship.

##### b. **Failure to Complete Academic Training or Obtain Certification/Licensure**

(1) A participant will be liable to the United States for repayment of all awarded funds paid to the participant and/or the school on the participant's behalf if:

(a) The participant fails to maintain an acceptable level of academic standing;

(b) The participant is dismissed from the school for disciplinary reasons;

(c) The participant voluntarily terminates, for any reason, the course of study or program for which the scholarship was awarded, including, in the case of a full-time student, a reduction of course load from full-time to part-time before completing the course of study or program; or

(d) The participant fails to become certified or licensed to practice in the profession for which the degree program prepared the participant, if applicable, within 180 days from the date such person becomes eligible to apply for such certification or license.

(2) The participant must, instead of performing any service obligation, pay to the United States an amount equal to all the funds awarded under the VIOMPSP agreement. Payment of this amount must be made within one year from the date academic training terminated, unless the participant submits a request to defer the payment due to hardship.

**c. Failure to Begin or Complete the Service Obligation Period**

(1) Participants who breach their agreement by failing to begin or complete their service obligation for any reason, including the loss, revocation, suspension, restriction, or limitation of required certification or licensure, or by failing to comply with the terms and conditions of deferment, if applicable, are liable to repay the portion of all VIOMPSP funds paid to or on behalf of the participant, adjusted for the service provided, as determined by the following formula:

$$A=P((t-2)/t)$$

- (a) 'A' is the amount the United States is entitled to recover;
- (b) 'P' is the amounts paid to or on behalf of the participant;
- (c) 't' is the total number of months in the participant's period of obligated service; and
- (d) 's' is the number of months of the period of obligated service rendered.

(2). The amount that the United States is entitled to recover will be paid no later than 1 year after the date the applicant failed to begin or complete the period of obligated services, as determined by VA.

d. **Collection of Debt.** Any amounts owed to VA as the result of participant liability described in this paragraph should be collected in accordance with the policy and procedures set forth in VA Financial Policies and Procedures, Volume XII, Chapter 1, VA Debt Collection Standards. This guidance can be found on the VA Office of Finance Web site located at <http://www.va.gov/finance/docs/VA-FinancialPolicyVolumeXIIChapter01.pdf>.

**15. BANKRUPTCY PROVISION:** Any payment obligation incurred under the VIOMPSP may not be discharged in bankruptcy under title 11 U.S.C. until 5 years after the date on which the payment obligation is due.

**16. WAIVER OR SUSPENSION OF OBLIGATION:**

a. Any service or financial liability incurred by a participant under the program and agreement will be cancelled upon the participant's death.

b. A participant may seek a waiver or suspension of the service or financial liability incurred under this program or agreement by written request to the Under Secretary for Health setting forth the basis, circumstances, and causes which support the requested action. The Under

Secretary for Health, or designee, may approve an initial request for a suspension for a period of up to 1 year. **NOTE:** *A renewal of this suspension may be granted.*

(1) Requests for waiver or suspension of payment or service obligation must be submitted to the Under Secretary for Health, or designee, within 1 year of the date the participant is determined to be in breach of his or her VIOMPSP obligation and/or agreement.

(2) A participant must comply with requests for additional information from the Under Secretary for Health, or designee, within 30 days of receiving a letter of request.

c. The Under Secretary for Health, or designee, may waive or suspend any service or financial liability incurred by a participant whenever compliance by the participant is impossible, due to circumstances beyond the control of the participant, or whenever the Under Secretary for Health, or designee, concludes that a waiver or suspension of compliance is in the VA's best interest.

d. Compliance by a participant with a service or financial liability will be considered impossible due to circumstances beyond the control of the participant, if the Under Secretary for Health or designee determines, on the basis of such information and documentation as may be required, that the participant suffers from a physical or mental disability resulting in permanent inability to perform the service or other activities which would be necessary to comply with the obligation. The following guidelines are applied to waivers requested for physical or mental disability:

(1) Requests for waiver due to disability retirements must include submission of a SF 50 that documents type and date of separation from the agency. A Bill of Collection will not be issued to participants approved for disability retirement by the Office of Personnel Management or the Social Security Administration, unless and until directed by S&CE.

(2) Should a participant submit medical evidence in support of a request for waiver that calls into question the participant's ability to perform the regular duties of the position for which the scholarship was awarded, such evidence must be provided to the Director, S&CE for consideration in determining the participant's ability to safely perform the duties of the position.

(3) Waiver requests related to time-limited medical treatment or temporary disability will not meet the requirement of permanence.

(a) Examples of such treatment or conditions include but are not limited to:

1. Medical conditions requiring treatment from which the participant is expected to make full recovery;

2. Medical conditions that manifest and arise after the date on which the employee breached the VIOMPSP agreement; and

3. Ongoing medical conditions that do not render the participant incapable of performing the duties of the position.

(b) A participant's temporary inability to comply with program requirements for these and similar reasons should be addressed through change procedures noted in paragraph 10.

(c) Medical evidence submitted in support of a waiver request must pertain to the participant's ability to comply with program obligations at the point in time the participant breached his or her obligation under the program.

e. Requests for waiver of payment and/or service obligations for reasons other than noted in subparagraph 16d are considered based on the totality of documented impact on the participant's ability to comply with the services or other activities of the obligation.

(1) Other than the Under Secretary for Health or the Director, S&CE, no individual has authority to grant waivers of liability under VIOMPSP.

(2) Decisions to approve or disapprove waiver or suspension requests are final and binding determinations. They are not subject to reconsideration or appeal.

(3) Approval of a participant's waiver request may not be agreed to as part of a negotiated resolution of any personnel or other type of administrative or legal action (e.g., Equal Employment Opportunity (EEO) claim, disciplinary action, etc.).

f. An obligation of a participant for payment of damages may not be released by a discharge in bankruptcy under 11 U.S.C. before the expiration of the 5-year period beginning on the first date the payment of such damages is due. In the event a participant presents evidence of bankruptcy, the fiscal officer should consult with Regional Counsel to determine the appropriate course of action.

g. Participants who have breached the agreement during the period of obligated service by leaving VA employment may request suspension of their financial liability, provided:

(1) The participant seeks appointment to a VHA position that meets the requirements of subparagraph 12 within 1 year of the date the participant breached the service obligation under the VIOMPSP agreement;

(2) The appropriate Assistant Deputy Under Secretary for Health, VISN, or facility Director determines it would be in the best interest of the program office or facility to so appoint the individual and makes such a recommendation to S&CE; and

(3) S&CE agrees to such an arrangement.

In these cases, collection efforts will be suspended from the date the participant is appointed to the position. If the participant successfully fulfills the period of service obligation owed originally under the program, the participant is considered to have met all program obligations,

thereby extinguishing the debt owed to the U.S. Government. Additionally, all payments made by the participant prior to re-employment will be refunded to the participant.

***NOTE:** Subparagraph 16g applies in cases where a final decision was not rendered by the Under Secretary for Health. Please refer to subparagraph 16e(2) for further guidance.*

h. Waivers or suspensions of financial liability, when not related to subparagraph 16d and when considered in the best interest of VA, are determined, on an individual basis, by the Under Secretary for Health or designee.

i. If a waiver is granted, then the waived amount of scholarship funds may be considered taxable income.

## **17. RELATIONSHIP TO OTHER PROGRAMS**

a. VIOMPSP applicants may not be obligated under any Federal program to perform service after completion of the course of education or training.

b. VIOMPSP participants may not simultaneously complete service obligations resulting from other awards while completing the service obligation for VIOMPSP.

c. Awards authorized to Education Debt Reduction Program (EDRP) participants may be in addition to assistance available to VIOMPSP participants. However, if an employee is in a service obligation period associated with VIOMPSP, they are not eligible for EDRP as a retention incentive until the VIOMPSP service obligation has been fulfilled.

d. Recruitment bonuses, relocation bonuses, and retention allowances may not be paid to those with scholarship obligations to VA resulting from education or training activities.

## **18. REFERENCES:**

a. Title 11 United States Code, Bankruptcy.

b. Title 38 United States Code 501, 512, 7401, 7421, and 7501 through 7505.

c. VA Financial Policies and Procedures, Volume XII, Chapter 1, VA Debt Collection Standards.

d. VA Financial Policies and Procedures, Volume XII, Chapter 1B, Waiver of Debts.

e. VA Handbook 5005, Staffing

f. VA Handbook 5007, Part VI, Recruitment and Retention Incentives.

g. VHA Handbook 1021.01, Education Debt Reduction Program Procedures (EDRP).