



**DEPARTMENT OF THE NAVY**  
BOARD FOR CORRECTION OF NAVAL RECORDS  
701 S. COURTHOUSE ROAD, SUITE 1001  
ARLINGTON, VA 22204-2490

██████████  
Docket No. 7959-24  
Ref: Signature Date

██  
██  
██

Dear ██,

This is in reference to your application for correction of your naval record pursuant to Section 1552 of Title 10, United States Code. After careful and conscientious consideration of relevant portions of your naval record and your application, the Board for Correction of Naval Records (Board) found the evidence submitted insufficient to establish the existence of probable material error or injustice. Consequently, your application has been denied.

Although your application was not filed in a timely manner, the Board found it in the interest of justice to waive the statute of limitations and consider your case on its merits. A three-member panel of the Board, sitting in executive session, considered your application on 20 March 2025. The names and votes of the members of the panel will be furnished upon request. Your allegations of error and injustice were reviewed in accordance with administrative regulations and procedures applicable to the proceedings of this Board. Documentary material considered by the Board consisted of your application, together with all material submitted in support thereof, relevant portions of your naval record and applicable statutes, regulations, and policies. In addition, the Board considered the advisory opinion contained in Chief, Bureau of Medicine and Surgery (BUMED) memorandum 7220 Ser N1/24UN11183 of 4 October 2024 and your response to the opinion.

The Board determined that your personal appearance, with or without counsel, would not materially add to their understanding of the issues involved. Therefore, the Board determined that a personal appearance was not necessary and considered your case based on the evidence of record.

On 24 January 2001, you were issued an Officer Appointment Acceptance and Oath of Office (NAVPERS 1000/4) with a designator code of 1975 (An Unrestricted Line Officer under instruction in the Armed Forces Health Professions Scholarship Program (Medical/Osteopathic)) in the inactive U.S. Naval Reserve listing block 13 (Permanent grade) ENS, block 14 (Permanent grade date) 16 January 2001, block 15 (Present Grade) ENS, and block 16 (Present grade date) 16 January 2001. You/witness signed this form on 14 February 2001.

On 1 June 2005, you were issued an Officer Appointment Acceptance and Oath of Office (NAVPERS 1000/4) with a designator code of 2105 (A Medical Corps Officer) in the inactive U.S. Naval Reserve listing block 13 (Permanent grade) LT, block 14 (Permanent grade date) 5 June 2005, block 15 (Present Grade) LT, and block 16 (Present grade date) 5 June 2005. You/witness signed this form on 5 June 2005.

In accordance with OPNAVINST 7220.17 published on 28 December 2005, “[t]o be eligible for MSP/MISP [Multiyear Special Pay and Multiyear Incentive Special Pay], a Medical Corps officer must: (1) Be below paygrade O-7. (2) Have completed 8 years of creditable service (determined from the Health Professional Pay Entry Date (HPPED)) if member has active-duty obligation for medical training or education, or no active duty obligation. (3) Have completed or is scheduled to complete initial residency training to gain specialty qualification by September 30th of the year during which the residency is Completed.”

“MSP/MISP Obligation a. The active-duty service obligation for MSP/MISP begins after any preexisting obligation for medical education and training or previous MSP agreement is served...Service obligations incurred for DOD-sponsored training after execution of an MSP/MISP contract will be served concurrently with MSP/MISP obligation... If an MSP agreement has been executed before the date of entry into fellowship training, and there is no preexisting obligation for training or special pay, the obligation incurred for the fellowship training will be served concurrently with the MSP/MISP obligation...MSP/MISP obligation is binding upon receipt of the first MSP/MISP payment.”

“Requesting member executes a written agreement, using the example in Appendix 2-M, to remain on active duty for 2, 3, or 4 years beyond any existing active-duty service obligation for medical education and training or a previous MSP agreement.”

On 11 September 2013, you notified Chief, Bureau of Medicine and Surgery ██████████ via Commanding Officer, ██████████ that “I hereby apply for Multiyear Special Pay and Multi-year Incentive Special Pay (MSP/MISP) effective 1 October 2013, for medical specialty of Psychiatry, per references (a) through (f).

If my application for MSP/MISP is approved, I agree to not tender a resignation or request release from active duty that would be affected during this MSP/MISP service obligation. This obligation shall be for a period of four years beyond any existing active military service obligation for education or training. This obligation entitles me to Medical Special Pay (MSP) of \$43,000 and Multi-year Incentive Special Pay (MISP) of \$20,000 per year for four years as a Psychiatrist...”

“I understand that ██████████ shall validate the total amount of MSP/MISP for which I am qualified and determine my MSP/MISP service obligation. If it is determined that the amount of MSP/MISP due or the MSP/MISP service obligation differs from that which I calculated, I (will/will not) accept the determination of ██████████...”

"I understand that this contract is binding upon approval and receipt of the first payment. The fiscal year this MSP/MISP contract is effective will determine my Incentive Special Pay (ISP) dollar amount for the duration of the MSP/MISP contract."

"The following information is provided and certified to be true and accurate.  
Initial Residency Completion Date: 30 June 2009 Specialty for which request is made:  
Psychiatry Health Professional Pay Entry Date: 5 June 2005. Obligated Service Date  
[OSD]for Education or Training: 1 July 2013."

On 25 September 2013, Chief, Bureau of Medicine and Surgery notified you via Commanding Officer, [REDACTED] that "[p]ursuant to the authority in references (a) and (b), reference (c) is approved for Psychiatry for four years at \$43,000 per year effective

1 October 2013...Based on our records and the information you submitted in your request for MSP, you have a training obligation of March 2017 your new obligated service date for this MSP is March 2021..."

"Upon receipt of your acceptance letter, payment will post to your bank account via electronic funds transfer (EFT) within thirty (30) working days..."

"This contract is binding upon approval and receipt of your first payment. The fiscal year this MSP service agreement becomes effective determines your eligibility for Incentive Special Pay (ISP) in the amount of \$20,000 for the duration of this MSP service agreement."

On 10 October 2013, you notified Chief, Bureau of Medicine and Surgery that you accepted the terms outlined in reference (a) [BUMED letter 7220 Ser M1/13UM1-3585 of 25 September 2013.

On 21 June 2017, you notified Chief, Bureau of Medicine and Surgery [REDACTED] via Commanding Officer, [REDACTED] that "I hereby apply for Retention Bonus and Incentive Pay (RB/IP) effective 1 July 2017, for the Health Professions Officer (HPO) specialty of Psychiatry per references (a) and (b)."

"If my application for RB/ IP is approved, I agree to not tender a resignation or request release from active duty that would become effective during this RB/IP service obligation. This obligation shall be for a period of 4 years beyond any existing active military service obligation for education or training. This obligation entitles me to Retention Bonus (RB) of \$43,000 and Incentive Pay (IP) of \$43,000 per year for 4 years as a Psychiatrist..."

"I understand that BUMED, Director, [REDACTED] shall validate the total amount of RB/IP for which I am qualified and determine my RB/IP service obligation. If it is determined that the amount of RB/IP due or the RB/IP service obligation differs from what I calculated, I (shall/shall not) accept the determination of BUMED, Director, [REDACTED]..."

"I understand that this contract is binding upon my acceptance of the approved agreement approval and receipt of the first payment. The fiscal year this RB/IP contract is effective shall determine my Incentive Pay (IP) dollar amount for the duration of the RB/IP contract.

The following information is provided and certified to be true and accurate.  
Most Recent Training Completion Date: 150501 Specialty for which request is made:  
Psychiatry Obligated Service Date for Education or Training: 170501."

On 1 August 2017, BUMED, Director, [REDACTED] notified you via Commanding Officer, [REDACTED] that "[p]ursuant to the authority in references (a) and (b), reference (c) is approved for Psychiatry for four years at \$43,000 per year effective 1 July 2017..."

"Based on our records and the information you submitted in your request for RB, you have three years and eight months of obligation remaining for previous RB agreement, and your new obligated service date for this RB is March 2025..."

"This contract is binding upon approval and receipt of your first payment. The fiscal year this RB service agreement becomes effective determines your eligibility for the rate of Incentive Pay (IP) in the amount of \$43,000 for the duration of this RB service agreement."

On 29 August 2017, you notified Bureau, Director, [REDACTED] that you accepted the terms outlined in reference (a) [BUMED letter 7220 Ser M1/17UM1-3168 of 1 August 2017.

On 30 December 2021, you notified Bureau of Medicine and Surgery. Director, [REDACTED] via Officer in Charge, [REDACTED]

[REDACTED] that "I hereby apply for Retention Bonus and Incentive Pay (RB/IP) effective 1 July 2021 for the Health Professions Officer (HPO) specialty of Psychiatry per references (a) and (b)"

"My current Medical Retention Bonus (RB)/Incentive Pay (IP) Agreement, enclosure (1), inaccurately reflects obligated service dates. Per enclosure (2), after completion of my second residency (allowing me to subspecialize in Aerospace Psychiatry), the Obligated Service Date (OSD) was June 2017, having incurred two years of obligated service with the successful completion of the two-year Residency in Aerospace Medicine (RAM). Medical school completion occurred June 2005 and my primary residency in Psychiatry was completed in June 2009. As medical school obligated service and primary residency obligated service were paid back concurrently, my obligated service completion date was June 2013. As my OSD for completion of my second residency was June 2017, after two years of RAM training and two years of payback, the initial start date would therefore align with completion of my OSD for my primary residency. The second residency was started in good faith having completed all prior obligations and that I was not under current obligated service, therefore allowing me to apply for and receive the Medical Officer Multiyear Special Pay (MSP) in 2013. I would not have started a second residency had I still remained under OBLISERVE requirements."

Per paragraph 2. a. to reference (a): “Service obligations incurred for DOD-sponsored training after execution of an MSP/MISP contract will be served concurrently with MSP/MISP obligation. This occurs when a fully trained specialist enters additional subspecialty training. If an MSP agreement has been executed before the date of entry into fellowship training, and there is no preexisting obligation for training or special pay, the obligation incurred for the fellowship training will be served concurrently with the MSP/MISP obligation, e.g., both the fellowship obligation and MSP/MISP obligation run together. A renegotiation of MSP/MISP after the start of the fellowship will lead to the obligation to be served to be consecutive, or an additive obligation. I submitted my initial RB/IP agreement (previously known as MSP) prior to obligation incurred by the RAM, with the good faith expectation this agreement would have been executed prior to the start of the RAM, thereby avoiding a “renegotiation” after my start date.”

“Furthermore, although “renegotiation” is not defined in the applicable guidance, under the plain meaning of this term, I considered my request to be an initial request and not a renegotiation. RAM is historically a 2-year residency, and as previously noted, my obligation for this training began in JUN 2015, after completion of the RAM. Due to administrative delays and revisions to the contract not the fault of the undersigned, the initial RB/IP Agreement was executed on 1 October 2013, at the beginning of the fiscal year, which was not prior to the start of RAM. Therefore, I am entitled to renegotiate my RB/IP having completed concurrent paybacks to my primary and secondary training programs...”

“From 2013 until very recently, I was not aware of this issue, believing that the contract I executed was not going to deprive me of \$240,000 in a few years’ time. I have detrimentally relied upon future receipt of this current issuance of RB/IP, including planning out my mortgages, educational expenses, and my family’s lifestyle based on the expectation that I would receive the RB/IP like all of my other colleagues. Had I known about the significant consequence of this government delay, I would have delayed starting my second residency by a year or left the Navy in order to support and care for my family. The denial of this request would result in a substantial reduction in my annual pay and puts me well below what my civilian counterparts receive in compensation....”

“If my application for RB/IP is approved, I agree to not tender a resignation or request release from active duty that would become effective during this RB/IP service obligation. This obligation shall be for a period of 4 years beyond any existing active military service obligation for education or training. This obligation entitles me to Retention Bonus (RB) of \$60,000 and Incentive Pay (IP) of \$43,000 per year for 4 years as a Specialty Requesting For Psychiatry...”

“I understand that BUMED, Director, ██████████ shall validate the total amount of RB/IP for which I am qualified and determine my RB/IP service obligation. If it is determined that the amount of RB/IP due or the RB/IP service obligation differs from what I calculated, I shall not accept the determination of BUMED, Director, ██████████. If I do not accept such determination, I shall notify BUMED, Director, ██████████ in writing within ten days of receipt. My application shall be returned with no action taken, and I will be free to reapply at a later date.”

“I understand that this contract is binding upon my acceptance of the approved agreement approval and receipt of the first payment. The fiscal year this RB/IP contract is effective shall determine my Incentive Pay (IP) dollar amount for the duration of the RB/IP contract.”

On 31 July 2023, Bureau of Medicine and Surgery notified the Honorable Matt Gaetz that “Thank you for your inquiry submitted by your constituent, ██████████ ██████████, regarding receipt of Medical Special and Incentive pays.

As ██████████ ██████████ stated in his application, and per documentation provided in his application, he entered the Navy’s Residency in Aerospace Medicine (RAM) program on July 1, 2013. In accordance with DODI 6000.13, CDR [S] incurred a two-year obligation for the residency, with an Obligated Service Date (OSD) of June 2017.

██████████ ██████████ requested Multi-year Special Pay (MSP) for four years on September 11, 2013, with an effective date of October 1, 2013. The request for MSP was received after his residency had already begun. In accordance with the above stated regulations, his obligation for MSP was in addition to his RAM obligation, and would be served consecutively, updating his OSD to June 2021.

The MSP contract was prepared with the obligation date of June 2021 and returned to ██████████ ██████████ to either accept or decline; he subsequently accepted the agreement.

On June 21, 2017, ██████████ ██████████ submitted a request for a new four-year Retention Bonus (RB). Beginning FY 2017, DoD replaced the MSP with the new RB in accordance with the National Defense Authorization Act of FY 2008 change to the Health Professions Officer special and incentive pays. ██████████ ██████████ new request had an effective date of July 1, 2017, and updated his obligation date to March 2025. ██████████ ██████████ accepted the agreement with the new OSD.

At no time during the processing of any agreements from 2013 or 2017 did ██████████ ██████████ raise any concerns about the contracts, nor the obligations they incurred. The agreements were processed as he requested. The obligations incurred for both agreements are correct and were accepted by ██████████ ██████████ without incident.

Please rest assured that we strive to adhere to the laws, regulations and policies governing the implementation of Medical Special Pays for DOD and the Navy. Our primary duty and goal is to do the right thing for the service men and women who are entrusted into our care.

On 18 October 2023, you notified The Honorable ██████████ that “This message is in response to the reply from BUMED Special Pays regarding the congressional inquiry by the Honorable ██████████ found in enclosure (1). As BUMED Special Pays rightly identified with this most recent admission, the undersigned's start date for the Residency in Aerospace Medicine (RAM) was 1 JUL 2013. This start date was exactly 4 years and 1 day after the completion of the undersigned's initial obligated service (OBLISERV)...

“The initial OBLISERV ended on 30 JUN 2013. Per Special Pay requirements at that time, the undersigned was entitled to begin receiving Special Pays for the Psychiatry Specialty prior to the commensuration of the RAM on 1 JUL 2023 and the OBLISERV incurred thereafter. Special Pays instruction dictated that a second residency may be started while receiving Special Pays for another specialty without penalty. The initial contract was signed after the beginning of the new fiscal year 2013 as directed by local command and meant to be back dated to 1 JUL 2013. Therefore, the government has failed to compensate the undersigned and has been in arrears for the past three years.

The undersigned respectfully requests immediate corrective action to correct this clerical error and backdate the requirement to afford our family the lost \$300,000 (\$75,000/per year for a six year contract that would have been negotiated in 2021)”.

On 19 March 2025, Program Manager, Navy Medical Special Pays Program, Chief, Bureau of Medicine and Surgery ██████████ informed BCNR that, “The ██████████ request was not denied. The request, which was provided as enclosure (7) to the BCNR response from BUMED, the ██████████ provided a lot of things in the request regarding his disagreement with the obligation from the previous agreement, and basically stated he would not accept the obligation, so after further emails with the ██████████, and I, he decided to consult his elected official, and when that did not change the obligation, he decided to seek out BCNR. If the member is willing to accept the additional obligation that was in the 2013, and 2017 Agreements, BUMED will process the request, but the member indicated he would not accept that obligation, so an agreement was not prepared”.

You requested a Retention Bonus, valued at \$75,000 per year for 6 years, totaling \$300,000 between 2021 and 2027, the Board in its review of your entire record and application, carefully weighed all potentially mitigating factors, to include your assertions. You assert that, “BUMED declined to grant my RB request because they claim I submitted my Special Pay request two months late in 2013, due to their admin oversight with my expectation that this would be backdated. I was unaware there were any issues with this submission date until BUMED first informed me of the concern four years later; nonetheless, they granted me my bonus at that time and now a decade after the fact, they are attempting to use this to deny me my current bonus.” However, the Board concluded that it was not simply the submission date of your 2013 request for the bonus that is the root of your special pay issue, rather your misunderstanding that the payback for that bonus was to run consecutively and *not concurrently* with your service obligation for your RAM residency. On 30 June 2013, your initial OBLISERV ended. Therefore, your first day of eligibility for MSP was 1 July 2013. You state that the RAM start date that GME had determined was assigned capriciously and that you started the RAM on 1 July 2013. The Board found that regardless of when your actual RAM residency began, as of 1 July 2013, you *already* had a 4-year obligation for the RAM residency. Therefore, even if the Board were to agree to make the agreement effective 1 July 2013 as you had intended, your obligation for the MSP would still have been March or June 2021. In accordance with OPNAVINST 7220.17, the active-duty service obligation for MSP/MISP begins *after* any preexisting obligation for medical education and training or previous MSP agreement is served.



You seem to imply that BUMED approved your request in 2013 even though it was submitted late and that because you received the bonus, the Navy must agree to your service calculations now, the Board disagreed. On 25 September 2013, BUMED notified you that you were approved for the MSP with your requested effective date of 1 October 2013 and your obligated service date for this MSP was March 2021. If you disagreed with their calculation, you should not have accepted the agreement, however you accepted the terms of the agreement, it became binding upon your acceptance of the agreement, and you accepted payment. Subsequently, on 21 June 2017, you submitted a request for a new four-year RB. Your new request had an effective date of 1 July 2017 and updated your obligation date to March 2025. You accepted the agreement with the new OSD of March 2025. Again, it was your responsibility to reject the agreement if you did not agree with the obligation. The Board concluded that it should have been clear in 2013 that the obligation was not in line with what you had assumed, however the Board could not find, nor did you provide, any evidence that you had expressed concerns at that time about the contracts, nor the obligations they incurred. The Board determined that the agreements were processed as you requested, the obligations incurred for both agreements are correct, and they were accepted by you without incident. Therefore, a change to your record is not warranted. Furthermore, the Board noted that BUMED did not “decline to grant your RB request” in 2021; you disagreed with their terms and exercised your right to refuse to accept the obligation. Consequently, a new agreement was not prepared, and you received no bonus.

You are entitled to have the Board reconsider its decision upon submission of new matters, which will require you to complete and submit a new DD Form 149. New matters are those not previously presented to or considered by the Board. In this regard, it is important to keep in mind that a presumption of regularity attaches to all official records. Consequently, when applying for a correction of an official naval record, the burden is on the applicant to demonstrate the existence of probable material error or injustice.

Sincerely,

3/28/2025

Deputy Director

Signed by: \_\_\_\_\_