

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Chapter CC22--Pay and Allowance Administration  
Subchapter CC22.2--Special Pays  
Personnel INSTRUCTION 8--Nurse Special Pay - Nurse Anesthetist

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Section A. Purpose and Scope

This INSTRUCTION states the conditions and circumstances under which nurse officers of the Public Health Service (PHS) Commissioned Corps who are Certified Registered Nurse Anesthetists (CRNA) may be paid a special bonus and the procedures for processing contracts. The purpose of the Nurse Special Pay (NSP) for nurse anesthetists is to aid the Department of Health and Human Services (HHS) and programs to which PHS officers are assigned, in recruiting and retaining nurse officers.

Section B. Authority

Nurse officers in the Uniformed Services are authorized Nurse Special Pay: Nurse Anesthetist by 37 U.S.C.302e (Effective date 11/29/89).

The authority to administer the PHS Commissioned Corps is prescribed in 42 U.S.C. 216 of the PHS Act. The authority for daily administration of the PHS Commissioned Corps has been delegated to the Director, Division of Commissioned Personnel (DCP), Human Resources Service (HRS), Program Support Center (PSC).

Section C. Definitions

For the purpose of this INSTRUCTION, the following definitions shall apply:

1. Registered Nurse. An individual who has a current and unrestricted license as a registered professional nurse in a State as defined in the PHS Commissioned Corps appointment standards. (See Commissioned Corps Personnel Manual (CCPM), INSTRUCTION 4, CC23.3, "Appointment Standards and Appointment Boards, of this Manual.")
2. Certified Registered Nurse Anesthetist. A registered nurse who maintains certification, full recertification, or interim recertification from the American Association of Nurse Anesthetists.

Section D. Eligibility

To be eligible for Nurse Special Pay for Nurse Anesthetists, a nurse officer must:

1. Meet the general PHS Commissioned Corps appointment standards and the specific appointment standards for nurse officers as specified in CCPM, INSTRUCTION 4, CC23.3, "Appointment Standards and Appointment Boards," of this Manual;
2. Have a current and unrestricted license as a registered professional nurse in a State as defined in the PHS Commissioned Corps licensure standards; (See CCPM, INSTRUCTION 4, CC26.1, "Professional Licensure and Certification Requirements for Health Care Providers in the Public Health Service," of this Manual);
3. Complete a Nurse Special Pay contract for acceptance by HHS to remain on extended active duty for 1 year or more (see Exhibit I); and
4. Maintain certification, full recertification, or interim recertification as a CRNA from the American Association of Nurse Anesthetists; and

5. Not be participating in HHS-supported long-term training as defined in CCPM, INSTRUCTION 1, Subchapter CC25.2, "Extramural Training," of this Manual.

Section E. Responsibilities

Director, Division of Commissioned Personnel (DCP). The Director, DCP, is responsible for:

1. Certifying that nurse officers receiving special bonuses meet the eligibility requirements specified in Section D., above;
2. Issuing implementing instructions for administering the Nurse Special Pay program;
3. Awarding payments based on his/her discretion as to the needs of the Service; and
4. Recommending regulatory changes in the program to the Secretary, HHS.

Section F. Rate of Nurse Special Pay

1. The Nurse Special Pay for Nurse Anesthetists is \$6,000 annually and is payable in a lump-sum in a regularly scheduled salary payment within 90 days of the receipt of the notarized and approved contract by the Compensation Branch, DCP. This bonus is for a one-year contract.
2. Nurse officers may be eligible for other Nurse Special Pay. If so, a separate contract must be executed for each of the special pays requested.
3. The earliest effective date of Nurse Special Pay Contract will be November 29, 1989, or the call-to-active-duty date, whichever is later.
4. Effective October 5, 1994, Nurse Special Pay for CRNA is \$15,000 annually, provided the officer is not obligated for CRNA training. The rate remains at \$6,000 annually for CRNA officers who are obligated for CRNA training.

Section G. Voluntary Termination of Nurse Special Pay

1. If the contract is terminated prior to the expiration date as a result of separation from active duty, the officer shall be required to repay a pro rata portion of the payment. In addition, the officer and his/her dependents shall be divested of entitlements for travel and transportation allowances, shipment of household goods, use of, transfer of, or payment for unused annual leave. Officers separating prior to the end of the contract shall have their commission terminated.

2. If the officer enters long-term training as defined above, the contract shall be terminated, and the officer shall be required to repay a pro rata for the unserved portion of the annual payment.
3. Voluntary Retirement. An officer in receipt of Nurse Special Pay who applies for retirement (other than disability) on the basis of 20 or more, but less than 30 years of service, shall not be permitted to retire prior to the expiration date of the current contract. An HHS official cannot refuse to retire an officer with 30 or more years of service, or who has attained the age of 64 years or older, but if the retirement occurs prior to the date the current contract expires, the officer shall be required to repay a pro rata portion of the payment already received, and shall be divested of the entitlements specified in Section G.1., above.

#### Section H. Involuntary Termination of Contracts

1. Misconduct. If an officer is disciplined for misconduct while under a Nurse Special Pay Contract, the officer shall be referred to a special pay review board. A special pay review board will be convened within 30 days of the disciplinary action or as directed by the Director, DCP. A special pay review board will recommend to the Director, DCP, when the officer will be next eligible for special pay consideration.
2. Failure to be Recommended for Promotion. If a promotion board recommends against either a permanent or temporary promotion while under a special pay contract, the officer shall be referred to a special pay review board at the time of renewal or subsequent annual payment for consideration. If the officer separates prior to the completion of his/her current contract, the officer shall be required to repay a pro rata for the unserved portion of the payment.
3. Leave Without Pay (LWOP) Status. An officer who enters LWOP status shall have his/her contract terminated as of the effective date of the LWOP. An officer whose Nurse Special Pay contract is terminated under this provision shall be required to repay a pro rata portion of the payment received under Section F., above.
4. Involuntary Retirement. An officer who is involuntarily retired under the provisions contained in CCPM, Subchapter CC23.8, INSTRUCTION 3 or 4, of this Manual, shall have his/her Nurse Special Pay contract terminated on the effective date of the officer's retirement. An officer whose Nurse Special Pay contract is terminated under this provision shall be required to repay a pro rata portion of the payment received under Section F., above.

5. Disability Retirement. If an officer is retired (temporarily or permanently) for disability while serving under a Nurse Special Pay contract, the contract is automatically terminated as of the date the officer is placed in retired status. An officer whose Nurse Special Pay contract is terminated under this provision will not be required to repay a pro rata portion of the payment, provided that the disability is not the result of misconduct or willful neglect and not incurred during a period of unauthorized absence. An officer eligible for a Nurse Special Pay contract, who is considering applying for a disability retirement, may sign a Nurse Special Pay contract since there is no assurance that the disability retirement will be approved.
6. Involuntary Separation/Retirement for Convenience of the Government. If an officer is released from active duty or retired because of a reduction in strength, numbers limitation, or other reasons for the convenience of the Government, while serving under a Nurse Special Pay contract, the contract is automatically terminated as of the date of the officer's separation or retirement. There are to be no repayments of any amounts already received. This does not apply to those officers who are involuntarily separated due to unacceptable performance.
7. Death. In the event an officer dies while serving under a Nurse Special Pay contract, the contract is automatically terminated as of the date of the officer's death. No repayment of Nurse Special Pay already received by the officer, will be required provided that the death is not the result of misconduct or willful neglect, and is not incurred during a period of unauthorized absence.

#### Section I. Absence Without Leave (AWOL)

Under 37 U.S.C. 503(b), any period during which an officer is determined to be in an AWOL status shall not be credited toward fulfillment of an active-duty obligation incurred under a Nurse Special Pay contract, and shall serve to extend the period of active duty required by the contract.

#### J. Privacy Act Provisions

Payroll records are subject to the Privacy Act of 1974. The applicable systems of records are 09-37-0002, "PHS Commissioned Corps Personnel Records," HHS/OASH/OSG; 09-37-0005, "PHS Commissioned Corps Board Proceedings," HHS/OASH/OSG; and 09-37-0008, "PHS Commissioned Corps Unofficial Personnel Files and Other Station Files," HHS/OASH/OSG.

EXHIBIT I

Nurse Officers' Special Pay Contract - Nurse Anesthetist

NURSE OFFICERS SPECIAL PAY CONTRACT—NURSE ANESTHETIST (Privacy Act Notice on Reverse)			DCP USE ONLY
			DATE REC:
<b>1 IDENTIFICATION</b>			CT. DATE:
a. NAME (Last, First, Middle Initial)	b. GRADE/RANK	c. PHS SERIAL NUMBER	EXP. DATE:
d. ORGANIZATION	e. DUTY PHONE NUMBER	f. SSN	
<b>2 CONDITIONS OF CONTRACT</b>			
<p>In consideration of payment of Nurse Special Pay for which I qualify under 37 U.S.C. 302e, I hereby agree to the following:</p> <p>A. To remain on active duty in the PHS Commissioned Corps for 12 consecutive months from the effective date of this contract.</p> <p>B. That the effective date of this contract will be one of the following dates, whichever is the latest:</p> <p>(1) Date I attain eligibility provided the completed contract is received in Compensation Branch (CB), Division of Commissioned Personnel (DCP), within 60 days after I am initially eligible, and the contract bears my signature, notarized within 30 days after I am initially eligible;</p> <p>(2) Date the completed contract is notarized if received in CB, DCP, within 60 days of the date of eligibility but has not been notarized within 30 days of date of initial eligibility;</p> <p>(3) Date the completed, notarized contract is received in CB, DCP, if not received in CB, DCP, within 60 days of the date of eligibility; or</p> <p>(4) Later date specified by me, which is _____, 19_____.</p> <p>C. If this contract is terminated prior to its expiration date:</p> <p>(1) I will be required to refund a pro rata portion of any payment received pursuant to this contract. The amount of the refund shall be that portion of payment (1/360th of the annual contract) for each day of the agreed to period not served; and</p> <p>(2) Any amount which I am obligated to refund because this contract is terminated will be a debt due to the United States which I hereby agree to pay in full as directed by the appropriate collections officials. In accordance with Treasury Fiscal Requirements Manual (1 TFRM 6-8000, Cash Management), late charges may be assessed for payments made after the due date on amounts owed to the U.S. Government.</p> <p>D. That a period of Absence Without Leave (AWOL) shall not be credited toward fulfillment of the active duty obligation incurred pursuant to this contract and that the period of such active duty obligation shall be extended by the number of days of AWOL.</p> <p>E. That the policies (CCPM Subchapter CC22.2, INSTRUCTION 8) which implement the provisions of 37 U.S.C. 302d and 302e are incorporated into and made part of this contract.</p>			
<b>3 CERTIFICATION</b>			
I certify that I understand and agree to the terms of this contract as stated above.			
DATE	SIGNATURE		
<b>4 NOTARIZATION</b>			
Subscribed and sworn before me this _____ day of _____, A.D., 19_____ at			
City _____ State _____ Zip Code _____			
SIGNATURE		Date Commission Expires	

PHS-6323 (2/89)

EXHIBIT I (continued)

Nurse Officers' Special Pay Contract - Nurse Anesthetist

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
PUBLIC HEALTH SERVICE  
ROCKVILLE, MARYLAND 20857

Privacy Act Notice for  
PHS Commissioned Corps Nurse Special Pay (NSP) Contract  
Form PHS-6323

**Records System:** PHS Commissioned Corps Officer Board Proceedings (09-37-0005); PHS Commissioned Corps General Personnel Records (09-37-0002); PHS Commissioned Corps Unofficial Personnel Files and Other Station Files (09-37-0008); and Pay, Leave, and Attendance Records (09-90-0017).

**General:** This information is provided pursuant to the Privacy Act of 1974 (Public Law 93-579) for PHS commissioned nurse officers applying for NSP.

**Authority for Collection of Information:** 37 U.S.C. 302b (Pay and Allowances of the Uniformed Services); 42 U.S.C. 202 et seq. (PHS Act Sec 201 et seq.); and Executive Order 9397 (Numbering System for Federal Accounts Relating to Individual Persons).

**Purposes and Uses:** The principal purpose for collecting this information is to determine your eligibility for NSP. If you are selected for award of NSP, the information collected will be used for issuance of personnel orders to authorize payment. These records, or information therefrom, may also be provided to other Federal agencies to which PHS nurse officers are assigned. The information also may be used for study purposes and/or collection of statistical data for reports to other Federal agencies and the Congress. It may also be used for other lawful purposes including collection of a debt owed the Federal Government, law enforcement, and litigation.

**Information Regarding Disclosure of Your Social Security Number (SSN):** Disclosure of the SSN is mandatory under provisions of the Social Security Act, since PHS officers are under Social Security "covered employment" and taxes must be withheld from their salaries. The SSN is also used as an identifier throughout an officer's career. It is used primarily to identify an officer's personnel, leave, and pay records and to relate one to the other. The SSN is also used in connection with lawful requests from PHS for information from former employers, educational institutions, and financial or other organizations. The information gathered through the use of the number will be used only as necessary in personnel administration processes carried out in accordance with established regulations and published notices of systems of records. The use of the SSN is made necessary because of the large number of present and former active, inactive, and retired officers and applicants who have identical names and birth dates, and whose identities can only be distinguished by the SSN.

**Effect of Nondisclosure:** You are required to provide the information requested on this contract to receive NSP. Failure to supply complete and accurate information may result in delays and/or errors in determining eligibility and, therefore, result in late payment or nonpayment, or be cause for refund of pay if you receive an award based on erroneous information. All statements are subject to verification.

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