

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Public Health Service

Chapter CC22 – Pay and Allowance Administration
Subchapter CC22.2 – Special Pays
Personnel INSTRUCTION 14 – Nurse Category Special Pays

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Section A. Purpose and Scope

This INSTRUCTION states the conditions and circumstances under which nurse officers appointed in the Commissioned Corps of the U.S. Public Health Service (Corps) may be authorized special pays, and if so, the applicable rates of pay. The purpose of the nurse category special pays is to aid the Department of Health and Human Services (HHS) in the recruitment and retention of qualified nurse officers.

Section B. Authority

1. Nurse officers are authorized special pays pursuant to 37 U.S.C. 302c, "Special pay: psychologists and nonphysician health care providers;" 37 U.S.C. 302d, "Special pay: accession bonus for registered nurses;" 37 U.S.C. 302e, "Special pay: nurse anesthetists;" and 37 U.S.C. 303a, "Special pay: health professionals; general provisions."
2. 37 U.S.C. 1001(b).
3. 42 U.S.C. 216.
4. On 24 July 2003, the Secretary of Health and Human Services (HHS or Department) delegated the authority to administer the Corps to the Assistant Secretary of Health (ASH). The Surgeon General (SG) is responsible for the day-to-day management of the Corps (68 FR 243, 18 December 2003). The Director, Office of Commissioned Corps Force Management (OCCFM), oversees the systems for the compensation of Corps officers (68 FR 243, 18 December 2003).

Section C. Definitions

1. Nurse Accession Bonus (NAB) Agreement A written, signed, and notarized agreement in which a person has accepted a commission as a Corps nurse officer and agrees to remain on active duty for a period of not less than 3 years, beginning on the effective date of the agreement, as a condition for payment of a NAB.
2. Board Certified For purposes of this INSTRUCTION, officers are "board certified" when they have successfully completed all board certification requirements and are deemed "certified" by a professional board in the officer's specialty as designated by the ASH.
3. Call or Order to Active Duty (CAD) for at least 1 year A personnel order calling an officer to active duty that specifies either:
 - a. No terminal date for the CAD; or
 - b. A terminal date for the tour of active duty that is at least 1 year after the effective date of the CAD.
4. Certified Registered Nurse Anesthetist (CRNA) A registered nurse who is licensed and currently certified by the American Association of Nurse Anesthetists.
5. Active Duty Obligation (ADO) An obligation to serve on active duty through a specified date, which is in exchange for any benefit to the member such as special pays, scholarship, government-sponsored training or government-sponsored education.
6. Graduate Professional Education (GPE) ADOs ADOs incurred by an officer as a result of attending Department of Defense (DoD) or HHS-sponsored GPE for health care specialties (See Subchapter CC25.2, INSTRUCTION 2, "Active Duty Obligation (ADO) Subsequent to Extramural Training").
7. Scholarship ADO The officer is on a tour of duty to fulfill an ADO as a result of participation in a scholarship program, or in exchange for an agreement to accept an appointment as an officer, and the person accepted financial assistance from Department of Defense (DoD) or HHS to pursue a course of study.

8. Creditable Service For purposes of determining the rates of special pay, all periods of active service in the Uniformed Services after the officer was qualified in the nursing specialty for which Nonphysician Board Certified Pay (NPBCP) is being received.
9. Nurse Officer A commissioned Regular or Reserve Corps officer serving on extended active duty who has met all of the appointment standards listed in Subchapter CC23.3, INSTRUCTION 4, "Appointment Standards and Appointment Boards," including those listed in Exhibit III, "Nurse Appointment Standards," of INSTRUCTION 4, and is assigned to the Nurse category. Commissioned warrant nurse officers are eligible for nursing special pays under the same conditions and circumstances, where applicable, as commissioned officers.
10. Personnel Order An official Corps personnel document issued by the Director, Office of Commissioned Corps Operations (OCCO)/Office of the Surgeon General (OSG):
 - a. Appointing, or officially announcing the appointment of a commissioned officer;
 - b. Ordering an officer to active duty;
 - c. Officially effectuating, documenting, and announcing Corps personnel actions;
 - d. Authorizing travel and transportation; or
 - e. Authorizing pays and allowances.
11. Pro rata refund A refund whose amount bears the same ratio to the amount paid to the officer as the unserved part of such period bears to the total period agreed to be served.

Section D. Nurse Accession Bonus (NAB)

1. Eligibility A registered nurse who qualifies for appointment to the Corps as a nurse officer pursuant to Subchapter CC23.3, INSTRUCTION 4, may be paid a NAB as determined by the ASH during the period authorized by 37 U.S.C. 302d provided the amount does not exceed \$30,000 and the officer:
 - a. Meets the general Corps appointment standards and the specific appointment standards for the Nurse category (See Subchapter CC23.3, INSTRUCTION 4).
 - b. Initiates a written agreement with the Corps to serve on extended active duty as a commissioned officer in the Nurse category for not less than 3 years.

Note: During the NAB obligation period, officers will not be permanently reassigned or transferred outside of the Operating Division (OPDIV)/Staff Division (STAFFDIV)/or non-HHS organization to which assigned without approval of the ASH and in consultation with the OPDIV/STAFFDIV/non-HHS organization Head.
 - c. Completes and submits a signed, notarized agreement within 60 days of his/her CAD, for acceptance by ASH or designee.
 - d. Has a current, valid, and unrestricted license as a registered professional nurse in accordance with the Corps' appointment standards.

Note: Where applicable, officers serving a license limited tour may submit a NAB agreement within 60 days of the CAD, but the agreement will not be accepted by HHS until the officer obtains a current, valid, and unrestricted license and provides

documentation to OCCO/OSG (See Subchapter CC26.1, INSTRUCTION 4, "Professional License/Certification/Registration Requirements for Commissioned Officers in the Public Health Service"). If the agreement is accepted following licensure, the effective date of the agreement will be the date of the CAD.

- e. Nurse officers may be eligible for other special pays. If so, a separate agreement must be executed for each of the special pays requested.

2. Special Provisions

- a. The officer who received financial assistance from HHS or an organization to which he/she is assigned, and has an existing training-related service obligation, is not eligible for a NAB.
- b. The individual with prior active-duty service as a nurse officer in one of the Uniformed Services, or as a nurse officer in the Corps, must have been discharged from active duty at least 24 months prior to the execution of the written agreement for a NAB.
- c. An individual may not be paid a NAB if the ASH, in consultation with the SG, determines that the person is not qualified to become and/or remain licensed as a registered nurse.

Note: Eligibility for a NAB may be delayed for up to 24 months if the CAD order contains a 2-year program limited tour. At the time the limited tour restriction is removed, the officer becomes eligible for a NAB provided all other requirements are met. The effective date for the agreement will be the date the limited tour restriction was removed and the officer must apply within 60 days of that date. Time spent in the program limited tour does not count toward the fulfillment of the 3- or 4-year agreement.

- d. The ASH or designee may, at any time, terminate this agreement for failure to meet eligibility requirements or noncompliance with Corps standards as set forth in Section G.3.g. "Involuntary Separation/Retirement for Convenience of the Government," of this INSTRUCTION. It may also be terminated when in the best interest of the Corps. If terminated, the NAB shall be repaid on a pro rata basis as a debt subject to the provisions set forth in Section G., below.
- e. The NAB amount may not exceed the statutory limit of \$30,000. The NAB is payable as a lump sum salary payment within 90 days of receipt of the completed, notarized agreement and required documentation by the Compensation Branch, Office of Commissioned Corps Support Services (OCCSS), Program Support Center. The agreement period must be for a minimum of 3 years. If a nurse officer qualifies for NAB, OPDIVs/STAFFDIVs/non-HHS organizations must agree to a 3- or 4-year agreement. The ASH will publish the NAB rates annually on the Commissioned Corps Management Information System (CCMIS) Web site (See sample pay amounts in Exhibit I).

3. Previous INSTRUCTION This INSTRUCTION supersedes Subchapter CC22.2, INSTRUCTION 7, "Accession Bonus (AB)," insofar as Section F. applies to Corps nurses receiving AB. This INSTRUCTION does not however, revise, revoke, or modify Section F. with respect to any other health care provider receiving AB under said section.

Section E. Incentive Special Pay (ISP) for CRNA

1. Eligibility Pursuant to 37 U.S.C. 302e, a qualified CRNA is entitled to receive CRNA ISP provided the officer:

- a. Maintains certification, full recertification, or interim recertification as a CRNA from the American Association of Nurse Anesthetists.
- b. Is not participating in HHS-supported long-term training as defined in Subchapter CC25.2, INSTRUCTION 1, "Extramural Training." Notwithstanding, an officer who participates in long-term training (full or part-time) pursuant to Subchapter CC25.2, INSTRUCTION 1, and pays the total costs associated with their training and education while continuing to work normal duty hours as determined by his/her supervisor:
 - (1) Is eligible to enter into an ISP agreement;
 - (2) Will not have his/her ISP agreement terminated prior to entry into the education and training program; and
 - (3) May continue to receive ISP while enrolled in the education and training program.
- c. Agrees to remain on active duty for a period of 1, 2, 3, or 4 years from the effective date of the ISP agreement.
- d. Maintains documentation of a current, valid, and unrestricted license (See Subchapter CC26.1, INSTRUCTION 4.)
- e. Received a satisfactory or above performance rating on his/her most recent Commissioned Officers' Effectiveness Report (COER), if applicable, as required by Subchapter CC25.1 INSTRUCTION 1, "Commissioned Officers' Effectiveness Report," with the exception that this requirement does not apply to officers who have served on extended active duty less than 1 year. Officers who have served on extended active duty less than 1 year must still submit at least a narrative COER.
- f. Is not on a medical limited tour of duty which has an end date of separation that would occur prior to the end of the ADO period covered by the ISP agreement. Officers appointed under a medical limited tour of duty with the option of medical reevaluation and extension of a tour of duty may, within the year preceding the specified date of separation, apply for reevaluation to the Chief, Medical Affairs Branch (MAB), OCCSS, at the address below:

Medical Affairs Branch/OCCSS/PSC
ATTN: Medical Evaluations Section
5600 Fishers Lane, Room 4C-06
Rockville, MD 20857-0001

If approved for an extension of the date of separation, an ISP agreement may be executed, but the obligation period covered by the agreement shall not extend past the new predetermined date of separation.
- g. Has not received a non-recommended for permanent or temporary promotion within the 12-month period preceding the effective date of the agreement.
- h. Has neither been disciplined under applicable Corps regulations nor been convicted of a felony for an offense involving moral turpitude or bringing discredit upon the Service within the 12-month period preceding the effective date of the agreement.
- i. Has not been placed on a leave without pay (LWOP) detail pursuant to 42 U.S.C. 215.
- j. Executes a written agreement to serve on active duty for a period of not less than 1 year and the agreement is accepted by the ASH.

2. Special Provisions

- a. Authorized by this INSTRUCTION, the ISP rate will not exceed the statutory limit of \$50,000 for any 1-year period.
- b. The ASH may establish a lower ISP rate for officers who are currently serving on active duty in exchange for receipt of HHS-sponsored financial assistance for which there remains ADO to be served. This includes an ADO(s) incurred for scholarship and/or training, as defined in Section C.7., above. CRNA officers, who are obligated for CRNA training, may receive an ISP annually.
- c. The ASH or designee may, at any time, terminate a CRNA officer's entitlement to ISP for failure to meet eligibility requirements or noncompliance with Corps standards as set forth in Section G.3., "Involuntary Termination of NAB/ISP Agreement," below." It may also be terminated when in the best interest of the Corps. If terminated, the unearned ISP shall be repaid on a pro rata basis as a debt subject to the provisions set forth in Section G.3., below.
- d. ISP for CRNA is awarded for 1, 2, 3, or 4-year obligations and is payable in a lump sum in a regularly scheduled salary payment within 90 days of the receipt of the notarized and ASH or designee accepted agreement by the Compensation Branch/OCCSS. A sample of the current ISP pay rates are listed in Exhibit I.
- e. Renegotiating ISP Agreements: Subject to acceptance by the Chief, Compensation Branch/OCCSS, an officer with an existing ISP agreement may terminate the agreement at the time of his/her annual recertification to enter into a new ISP agreement with an equal or longer obligation at the ISP annual rate in effect at the time of execution of the new ISP agreement. As renegotiation is allowed only at the time of recertification, there will be no recoupment of any unearned portion of the terminated agreement and no penalties will be assessed.
- f. Nurse officers may be eligible for other special pays. If so, a separate agreement must be executed for each of the special pays requested.
- g. The earliest possible effective date of an ISP agreement will be an officer's CAD date.

3. Previous INSTRUCTION This INSTRUCTION rescinds Subchapter CC22.2, INSTRUCTION 8, "Nurse Special Pay – Nurse Anesthetist."

Section F. Nonphysician Board Certified Pay (NPBCP) for Nurses

1. Eligibility Nurse officers who meet the appointment standards listed in Subchapter CC23.3, INSTRUCTION 4, are eligible to receive NPBCP in the amount(s) specified in 37 U.S.C. 302c (b) based on their years of creditable service provided the officer has a post-baccalaureate degree in his/her clinical specialty, and is board certified in a nursing specialty that has been designated by the ASH as eligible to receive NPBCP.
2. Special Provision To receive NPBCP, a nurse must provide the Compensation Branch/OCCSS with the following documentation upon CAD or date of board certification:
 - a. A photocopy of the signed certificate indicating that the officer has fulfilled all board certification requirements and is considered by the board to be fully certified; or

- b. A photocopy of a congratulatory letter from the certification board, which was signed by an appropriate official of the board indicating that the officer satisfied all board certification requirements and is considered by the board to be fully certified. The congratulatory letter should specify the date on which the officer became board certified.

The mailing address of the Compensation Branch/OCCSS is:

Office of Commissioned Corps Support Services/PSC
ATTN: Compensation Branch
5600 Fishers Lane, Room 4-50
Rockville, MD 20857-0001

- c. Effective Date of Payment will be 1) the date on which an eligible nurse officer is called to active duty, provided documentation of specialty certification is furnished; or 2) for a nurse officer who becomes board certified after his/her CAD, the effective date of board certification, provided documentation of specialty certification is furnished; but no earlier than the effective date specified by the ASH or designee.
- d. Such amounts will be paid in equal monthly installments in amounts specified in 37 U.S.C. 302c and based on the nurse's years of creditable service as defined in Section C.8. (See Exhibit I for sample special pay rates).
- e. Nurse officers will only be credited for active-duty service performed in the specialty for which the officer is seeking NPBCP.
- f. Officers who are board certified in two or more specialties are entitled to only one NPBCP payment per month.
3. Previous INSTRUCTION This INSTRUCTION supersedes Subchapter CC22.2, INSTRUCTION 1, Section J, "Board Certified Pay for Nonphysician Health Care Providers," in so far as Section J. applies to Corps nurses receiving NPBCP. This INSTRUCTION does not however, revise, revoke, or modify Section J. with respect to any other health care provider receiving NPBCP under said section.

Section G. Termination of NAB and/or ISP Agreement

1. Computation of Repayment for Failure to Complete NAB/ISP Agreement

Other than renegotiated ISP agreements, an agreement terminated prior to the expiration of an ADO is subject to recoupment of unearned NAB/ISP as follows:

- a. As set forth in Section G.2. and G.3., below, an officer who terminates service on active duty before the end of the period for which NAB/ISP payment was made, will be required to refund a pro rata portion of the payment received which represents the unserved portion of that payment.
- b. In determining the amount to be refunded by the officer, the earned portion of the NAB/ISP agreement will be determined on the basis of 1/360th of the annual lump-sum payment received for each day of the annual payment period during which the officer terminated. For this purpose, the 31st day of any month will be disregarded, and the month of February will be treated as a 30-day month.
- c. If failure to complete the period of active duty obligation specified in the agreement is due to any of the conditions as set forth in Section G.3.f, G.3.g, G.3.h (if applicable), and G.3.i below, repayment of NAB/ISP will be waived.

2. Voluntary Termination of NAB/ISP Agreement

An officer who voluntarily terminates his/her service on active duty shall be required to repay a pro rata portion of the NAB and/or ISP. In addition, the officer and his/her dependents shall be divested of entitlements for travel and transportation allowances, shipment of household goods, and transfer of, use of, and payment for unused annual leave. Officers separating prior to the end of the NAB and/or ISP agreement shall have their commissions terminated.

3. Involuntary Termination of NAB/ISP Agreement

- a. Professional Qualifications An officer who receives a NAB and who fails to remain licensed as a registered nurse during the agreement period for which the payment is made will be required to refund the full amount of the NAB. An officer who receives ISP and fails to remain licensed as registered nurse and/or certified as a CRNA will have his/her ISP agreement terminated and will be required to refund a pro rata portion of the payment.
- b. Misconduct An officer disciplined under Corps regulations and punished by a reduction in grade, or more severe administrative action, or an officer who is separated from active duty for substandard performance or misconduct under the probationary authority prescribed in Subchapter CC23.7, INSTRUCTION 1, will have his/her NAB/ISP agreement terminated as of the date of the disciplinary or separation action. The officer will be required to repay a pro rata portion of the payment.
- c. Failure to be Recommended for Promotion If a promotion board recommends against either permanent or temporary promotion while under an ISP agreement, 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 agreement, the officer shall be required to repay a pro rata for the unserved portion of the payment.
- d. Leave Without Pay (LWOP) Status An officer who enters LWOP status will have his/her agreement terminated as of the effective date of the LWOP. An officer whose NAB/ISP agreement is terminated under this provision will be required to repay a pro rata portion of the payment received.
- e. Involuntary Retirement An officer who is involuntarily retired under the provisions contained in Subchapter CC23.8, INSTRUCTION 4, will have his/her NAB/ISP agreement terminated on the effective date of the officer's retirement. An officer whose NAB/ISP agreement is terminated under this provision will be required to repay a pro rata portion of the payment.
- f. Disability Retirement An officer, who is retired (temporarily or permanently) for disability while serving under an NAB/ISP agreement, will have his/her agreement automatically terminated as of the date the officer is placed in retired status. An officer whose NAB/ISP agreement 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 NAB/ISP agreement, who is considering applying for a disability retirement, may sign a NAB/ISP agreement since there is no assurance that the disability retirement will be approved.
- g. Involuntary Separation/Retirement for Convenience of the Government An officer, who 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

