

MANUAL: Personnel
Chapter Series CC--Commissioned Corps Personnel Manual
Part 4--Regulations

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Public Health Service

Chapter CC42--Pay and Allowance Administration
Subchapter CC42.2--Special Pays
Personnel INSTRUCTION 3--Nurse Special Pay - Nurse Accession Bonus
and Nurse Anesthetist Special Pay

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Section A. Purpose and Scope

This INSTRUCTION prescribes regulations governing the award of nurse special pays to officers of the Public Health Service (PHS) Commissioned Corps. These special pays include the Nurse Accession Bonus and Nurse Anesthetists Special Pay. The purpose of these nurse special pays is to aid PHS in recruiting and retaining nurse officers.

Section B. Authority

Nurse officers in the Uniformed Services are authorized nurse accession bonus by 37 U.S.C. 302d. Nurse officers in the Uniformed Services are authorized nurse anesthetist special pay by 37 U.S.C. 302e.

Section C. Definition

For the purpose of this regulation, 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 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.
3. Contract. A written, signed and notarized agreement by an officer as defined in paragraph 1 or 2, above, under which the officer agrees to remain on active duty for a period of time as a condition of receipt of nurse accession bonus or nurse anesthetist special pay.
4. Voluntary Termination of Contract. Either the termination of a contract, inactivation of commission, termination of commission (other than severance for disability) or retirement (on a basis other than disability), at the request of the officer, except as provided in paragraph 5, below.
5. Involuntary Termination of Contract. Either the:
 - a. Termination of a contract by competent authority without the consent of the officer concerned;
 - b. Termination of commission by competent authority without the consent of the officer concerned;
 - c. Inactivation (release from active duty) of the officer by competent authority without the consent of the officer concerned;
 - d. Death or disability of the officer; or
 - e. Voluntary separation (termination or inactivation) or retirement in lieu of probable involuntary separation or retirement by competent authority.
6. Pro-Rata Refund. For the nurse accession bonus, the refund of that portion of the entire payment that represents 1/1440th's of the total payment for each day of the 4-year period not served. For nurse anesthetist special pay, the refund of that portion of such annual payment for the current contract year as represents 1/360th's of that annual payment for each day of the contract year not served.

Section D. Eligibility

1. Nurse Accession Bonus. This may be paid to a registered nurse called to active duty subsequent to November 29, 1989, who executes a written agreement to accept a commission as an officer in the PHS and remain on active duty for a period of not less than 4 years, upon the acceptance of the agreement by the Surgeon General (SG) or his/her designee. The amount of the nurse accession bonus will be determined by the SG but may not exceed \$5,000. A person may not be paid a bonus if, in exchange for an agreement to accept an appointment as an officer, that person has accepted financial assistance from the Department of Defense to pursue a baccalaureate degree and has not discharged that obligation; or a person has been the recipient of PHS-supported financial assistance to pursue a baccalaureate degree for which there exists a training-related service obligation to be served. A person may not be paid a bonus if the SG determines that the person is not qualified to become and remain licensed as a registered nurse.
2. Nurse Anesthetist Special Pay. This may be paid to an officer qualified as a certified registered nurse anesthetist subsequent to November 29, 1989, for a period of not less than 1 year, upon acceptance of the agreement by the SG or his/her designee. The amount of the nurse anesthetist special pay will be determined by the SG, but may not exceed \$6,000 for any 12-month period. Nurse anesthetist special pay shall be paid annually at the beginning of the 12-month period for which the officer is to receive that payment.

Section E. Procedures

1. Contract Period. Nurse accession bonus contracts shall be for 4 years. Nurse anesthetist special pay contracts shall be for 1-year periods. The rates payable shall be determined each year based upon the rates applicable at the beginning of each contract year.
2. Change in Eligibility. An officer entering into a status described below will have his/her bonus contract terminated, effective the day before such event, and will be required to repay a pro-rata portion of the payment for the unserved portion of the contract or agree to complete the unserved portion of the contract upon exiting that status:
 - a. Long term training as defined in Subchapter CC25.2, INSTRUCTION 1, "Extramural TRaining," of this Manual;
 - b. Leave without pay status; or
 - c. Foreign compensation or foreign service reserve pay status.
3. Professional Qualifications. An officer who receives a nurse accession bonus payment and fails to remain licensed as a registered nurse during the period for which the payment is made shall refund the full amount of such payment.

An officer who receives nurse anesthetist special pay and fails to maintain the qualification specified by the American Association of Nurse Anesthetists shall be required to repay a pro-rata portion of the payment for the unserved portion of the contract.

4. Termination of Contract.

- a. An officer who voluntarily terminates his/her contract, as defined in Section C.4, above, shall refund on a pro-rata basis, as defined in C.6., above, a portion of the payment for the unserved portion of the contract and will be divested of entitlements for travel and transportation allowances for the officer and his/her dependents, shipment of household goods, and transfer of or payment for unused annual leave.
- b. An officer whose bonus or special pay contract is terminated by PHS for any of the following reasons will make a pro-rata repayment described in C.6, above:
 - (1) Failure to be recommended for permanent or temporary promotion;
 - (2) Recommendation by a board of nurse officers that the officer's performance has deteriorated to a level at which no premium should be placed on his/her continued service;
 - (3) Determination that a nurse officer is guilty of misconduct under Subchapter CC46.4, INSTRUCTION 1, "Disciplinary Action," or Subchapter CC43.7, INSTRUCTION 1, "Separation of Officers in the Regular and Reserve Corps Without Consent of the Officers Involved," of this Manual;
 - (4) Involuntary separation during the probationary period under Subchapter CC23.7, INSTRUCTION 1, "Involuntary Separation During the Probationary Period Served by Officers on Active Duty in the Reserve Corps," of this Manual;
 - (5) Involuntary separation under Subchapter CC23.7, INSTRUCTIONS 4 and 6, "Involuntary Separation of Regular Corps Officers for Marginal and Substandard Performance," and "Involuntary Termination of Reserve Corps Officers' Commissions for Marginal or Sub-Standard Performance," respectively, of this Manual; or
 - (6) Conviction of an officer by a criminal court for commission of a felony.
- c. An officer whose bonus or special pay contract is involuntarily terminated by PHS for reasons other than those specified in paragraph b, above, will not be required to make any pro-rata refund.

- d. The SG or his/her designee may refuse or delay acceptance of a nurse accession bonus or nurse anesthetist special pay contract for the reasons stated above, or pending resolution of an adverse action that may result in the termination of the officer concerned.
- e. An officer will not be permitted to voluntarily retire on the basis of 20 but less than 30 years of service during the period of a nurse anesthetist special pay contract.
5. Absent Without Authorized Leave. Under 37 U.S.C. 503(b), any period in which an officer is determined to be in an Absent Without Authorized Leave (AWOL) status shall not be credited toward fulfillment of an active-duty obligation pursuant to a nurse accession bonus or nurse anesthetist special pay contract, and shall serve to extend the period of active duty required by the contract.

Secretary

Date