

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Chapter CC22--Pay and Allowance Administration
Subchapter CC22.2--Special Pays
Personnel INSTRUCTION 7 - Accession Bonus

CONTENTS

<u>Section</u>	<u>Subject</u>	<u>Page</u>
A.	Purpose and Scope.....	1
B.	Authority.....	2
C.	Definitions.....	2
D.	Eligibility.....	2
E.	Responsibilities.....	3
F.	Rate of Accession Bonus.....	3
G.	Voluntary Termination of Special Pay.....	4
H.	Involuntary Termination of Contracts.....	4
I.	Absence Without Leave.....	6
J.	Privacy Act Provisions.....	6
Exhibit I	Special Pay Contract - Accession Bonus.....	7

Section A. Purpose and Scope

This INSTRUCTION states the conditions and circumstances under which officers of the Public Health Service (PHS) Commissioned Corps may be paid an Accession Bonus and the procedures for processing contracts. The purpose of the Special Pay is to aid the Department of Health and Human Services (HHS) and programs to which PHS officers are assigned, in recruiting and retaining selected health professionals.

Section B. Authority

Nurse officers in the Uniformed Services are authorized Accession Bonus by 37 U.S.C. 302d (Effective November 29, 1989). Dental Officers in the Uniformed Services are authorized Accession Bonus by 37 U.S.C. 302h (Effective October 1, 1996).

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, Program Support Center.

Section C. Definitions

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

Accession. An accession is an appointment and call to extended active duty.

Nurse Officer. An individual who meets the Appointment Standards for a nurse officer as outlined in Commissioned Corps Personnel Manual (CCPM), INSTRUCTION 4, Subchapter CC23.3, "Appointment Standards and Appointment Boards."

Dental Officer. An individual who meets the Appointment Standards for a dental officer as outlined in CCPM, INSTRUCTION 4, Subchapter CC23.3, "Appointment Standards and Appointment Boards," of this Manual.

Section D. Eligibility

To be eligible for an Accession Bonus, the officer must:

1. Meet the general PHS Commissioned Corps Appointment Standards and the specific Appointment Standards for his/her category; (see CCPM, INSTRUCTION 4, Subchapter CC23.3, of this Manual.)
2. Initiate a contract with the PHS Commissioned Corps to serve on extended active duty as a commissioned officer in the specified category for a minimum of 4 years;

Note: Eligibility for the Accession Bonus 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 the bonus provided all other requirements are met. The effective date for the contract will be the date the limited tour restriction was removed and the officer must apply within 60 days of that date. Time spent in a program limited tour does not count toward the fulfillment of the 4-year contract.

3. Complete and submit a notarized contract within 60 days of his/her call to active duty (CAD) for acceptance by HHS;
4. Have current and unrestricted license as a registered professional nurse or a dentist; and
5. Not have been previously paid an Accession Bonus by HHS.
6. Not be precluded or restricted from eligibility by the factors listed below:
 - a. CAD as an inter-service transfer or service on extended active duty in another Uniformed Service within the past 12 months for nurses, and within the past 24 months for dentists of the CAD in HHS; or
 - b. Receipt of HHS-supported financial assistance for which there remains a training-related service obligation to be served; or
 - c. Current service on extended active duty as an officer in HHS with the most recent CAD prior to November 29, 1989 for nurses, or October 1, 1996 for dentists; or
 - d. Restricted service by a limited tour of duty of less than 4 years.

Section E. Responsibilities

Director, DCP. The Director, DCP, is responsible for:

- a. Issuing implementing instructions for administering the Special Pay Program;
- b. Awarding payments based on his/her discretion as to the needs of the Service; and
- c. Recommending policy changes in the program to the Surgeon General and regulatory changes in the program to the Secretary, HHS.

Section F. Rate of Accession Bonus

1. The Accession Bonus is in the amount of \$5,000 for nurses, and \$30,000 for dentists, and is payable as 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. The duration of the contract must be 4 years.

2. Officers may be eligible for other special bonuses. If that is the case, a separate contract must be executed for each of the other bonuses.
3. Officers called to duty under a license-limited tour of duty, are subject to licensure requirements. While payment will not be authorized until the licensure requirements are fully met, in these cases, the effective date of the contract will be the date of the officer's CAD.
4. A Special Pay contract must be submitted within 60 days of the officer's CAD date, but the contract will not be accepted by HHS, nor will payment of the bonus be made until the officer holds and submits to DCP a license as defined in CCPM, INSTRUCTION 4, Subchapter CC26.1, "Professional Licensure/Certification Requirements for Health Care Providers in the Public Health Service," of this manual. When the contract is accepted following licensure, the contract will be effective for 4 years from the date of the officer's CAD.
5. The earliest effective date of the Nurse contract will be November 29, 1989, or the Dentist contract will be October 1, 1996, or the CAD, whichever is later.

Section G. Voluntary Termination of Special Pay

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 based on the unserved contract period. 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, or payment for unused annual leave. Officers separating prior to the end of the contract shall have their commission terminated.

Section H. Involuntary Termination of Contracts

1. Misconduct. An officer disciplined under PHS Commissioned 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 CCPM, INSTRUCTION 1, Subchapter CC23.7, "Involuntary Separation During the Probationary Period Served by Officers on Active Duty in the Reserve Corps" of this Manual, shall have his/her contract terminated as of the date of the disciplinary or separation action. The officer shall be required to repay a pro rata portion of the payment.

2. 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 Accession Bonus contract is terminated under this provision shall be required to repay a pro rata portion of the payment received under Section F., above.
3. 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 Accession Bonus contract terminated on the effective date of the officer's retirement. An officer whose Accession Bonus contract is terminated under this provision shall be required to repay a pro rata portion of the payment received under Section F., above.
4. Disability Retirement. If an officer is retired (temporarily or permanently) for disability while serving under an Accession Bonus contract, the contract is automatically terminated as of the date the officer is placed in retired status. An officer whose Accession Bonus 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 an Accession Bonus contract, who is considering applying for a disability retirement, may sign an Accession Bonus contract since there is no assurance that the disability retirement will be approved.
5. 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 an Accession Bonus 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.
6. Death. In the event an officer dies while serving under an Accession Bonus contract, the contract is automatically terminated as of the date of the officer's death. No repayment of Accession Bonus 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 an Accession Bonus Contract, and shall serve to extend the period of active duty required by the contract.

Section 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

Accession Bonus Contract

DEPARTMENT OF HEALTH AND HUMAN SERVICES Public Health Service Commissioned Corps SPECIAL PAY CONTRACT - ACCESSION BONUS			DCP USE ONLY DATE REC.:
1	IDENTIFICATION (Print or Type)		CT. DATE:
	a. NAME (Last, First, Middle Initial)	b. GRADE/RANK	
	d. ORGANIZATION	e. DUTY PHONE NUMBER ()	f. SOCIAL SECURITY NO. ()
EXP. DATE:			
2			
CONDITIONS OF CONTRACT			
In consideration of payment of an Accession Bonus for which I qualify under 37 U.S.C. 302d or 302h, I hereby agree to the following:			
A. To remain on active duty in the Public Health Service (PHS) Commissioned Corps for 48 consecutive months from the effective date of this contract.			
B. That the effective date of this contract will be the date of call to active duty (CAD), if the signed and notarized contract is received in the Compensation Branch (CB), Division of Commissioned Personnel (DCP), within 60 days of the CAD. (NOTE: The Accession Bonus will not be paid until the required license is obtained. The license must be obtained within 1 year of CAD.)			
C. If this contract is terminated prior to its expiration date:			
(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 the payment (1/1440th of the 4 year contract) for each day of the agreed-to period not served; and			
(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 United States Government.			
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.			
E. That I am not serving a training-related service obligation as a result of Department of Health and Human Services (DHHS)-supported financial assistance.			
F. That the policies (INSTRUCTION 7, Subchapter CC22.2, of the Commissioned Corps Personnel Manual) which implement the provisions of 37 U.S.C. 302d, 302e, and 302h are incorporated into and made part of this contract.			
3			
CERTIFICATION			
I certify that I understand and agree to the terms of this contract as stated above.			
SIGNATURE			DATE
4			
NOTARIZATION			
Subscribed and sworn before me this _____ day of _____, A.D., _____ at _____ (year)			
City _____ State _____ Zip Code _____			
SIGNATURE			DATE COMMISSION EXPIRES.
5			
AGENCY / OPERATING DIVISION / PROGRAM CERTIFICATION			
I certify that this officer is not currently serving a training-related service obligation as a result of DHHS-supported financial assistance, and I recommend payment of the Accession Bonus.			
NAME (Print or Type)	SIGNATURE	DATE	
TITLE	ORGANIZATION	PHONE NO. ()	

PHS-7033 (2/87)

EXHIBIT I (Continued)

Accession Bonus Contract

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Public Health Service Commissioned Corps
Rockville, Maryland 20857-0001

**Privacy Act Notice for Form PHS-7033
PHS Commissioned Corps Special Pay Contract - Accession Bonus**

Records System: Public Health Service (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 Corps officers applying for an Accession Bonus.

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 an Accession Bonus. If you are selected for award of an Accession Bonus, 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 Commissioned Corps 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 Commissioned Corps 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 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 an Accession Bonus. Failure to supply complete and accurate information may result in delays and/or errors in determining eligibility and, therefore, result in late payment or non-payment, or be cause for refund of pay if you receive an award based on erroneous information. All statements are subject to verification.

PHS-7033 (2/97)