

## FISCAL YEAR 2013

### NURSE CORPS OFFICER SPECIAL PAY PLAN

A. PURPOSE: To promulgate pay rates and policy for the Navy Nurse Corps Officer special pay program.

B. APPLICABILITY: The provisions of this policy memorandum apply to the Bureau of Medicine and Surgery and officers within the Nurse Corps.

C. TERMS AND DEFINITIONS:

1. Nurse Corps Officer. An officer of the Nurse Corps of the Navy, who is on active duty under a call or order to active duty for a period of not less than one year.

2. Creditable Service. Includes all periods that the officer spent in the Nurse Corps specialty on active duty.

3. Utilization. Defined as the officer working full time in a billet designated as the same as the specialty for which the member is receiving the Incentive Special Pay for Specialty Nurses (RN-ISP).

D. NURSE CORPS ACCESSION BONUS (NAB):

1. Eligibility. A Nurse Corps officer:

a. be a graduate of a school of nursing accredited by the National League for Nursing Accrediting Commission (NLNAC) or the Commission on Collegiate Nursing Education (CCNE) that conferred a baccalaureate of science degree in nursing (BSN) or advance nursing degree, and

b. have successfully passed the Registered Nurse National Council Licensure Exam (NCLEX), and

c. be fully qualified to hold an appointment as a commissioned officer, and

d. execute a written agreement to accept a commission as an officer of the Nurse Corps of the Navy, and to serve on active duty for a period of not less than three years. An individual who holds an appointment as a Nurse Corps officer in either the active or reserve component is not eligible for the accession bonus. A former Nurse Corps officer who no longer holds an appointment, and is otherwise eligible, must have been discharged from any uniformed service at least two years prior to execution of the written agreement to receive the accession bonus, and

e. not have received financial assistance from the Department of Defense(DOD) or the Department of Health and Human Services (HHS) to pursue a course of study in nursing in exchange for an agreement to accept an appointment as a Nurse Corps officer. This includes, but not limited to, participants of the Armed Forces Health Professions Scholarship Program (AFHPSP) and Financial Assistance Program (FAP), and

f. to be qualified and remain qualified as a registered nurse with a current unrestricted license, as determine by BUMED.

2. BUMED may, upon acceptance of the written agreement described in paragraph D.1.c above, pay an accession bonus to an eligible individual in amount that shall not exceed:

a. \$20,000 for a 3 year agreement

b. \$30,000 for a 4 year agreement

3. Eligible individuals who sign a written agreement, on or after 1 October of the current fiscal year, to serve on active duty in exchange for receiving the accession bonus are authorized to receive the accession bonus.

E. INCENTIVE SPECIAL PAY FOR SPECIALTY NURSES (RN-ISP):

1. Eligibility. A Nurse Corps officer:

a. who is below the grade of O-7, and

b. is on active duty under a call or order to active duty for a period of not less than three years, and

c. is a fully qualified registered nurse with an active, full unrestricted license, and have a designated nursing specialty as a primary subspecialty code and primarily working full time in the specialty of:

(1) Psychiatric Nursing (1930)

(2) Perioperative Nursing (1950)

(3) Critical Care Nursing (1960)

(4) Psychiatric/Mental Health Nurse Practitioner (1973)

(5) Pediatric Nurse Practitioner (1974)

(6) Family Nurse Practitioner (1976)

(7) Nurse Midwife (1981), and

d. holds certification in the same specialty for which the RN-ISP is being paid in one of the above clinical nursing specialties. The recognized specialty boards for Certification are the following.

(1) For Psychiatric Nursing (1930) it is the American Nurses Credentialing Center

(2) For Perioperative Nursing (1950) it is the Association of periOperative Registered Nurses

(3) For Critical Care Nursing (1960) it is American Association of Critical Care Nurses Certification Corporation's CCRN exam.

(4) For Psychiatric/Mental Health Practitioner (1973), Pediatric Nurse Practitioner (1974), and Family Nurse Practitioner (1976) are the American Nurses Credentialing Center, American Academy of Nurse Practitioners, or Pediatric Nursing Certification Board

(5) For Nurse Midwife (1981) it is the American Midwifery Certification Board

e. must have completed a specialty nursing course approved by the Navy Surgeon General or a graduate program in one of the clinical specialties listed above in paragraph E.1.c, for the purpose of determining eligibility the education suffix of the member's primary subspecialty code requires a "Q" or a "K" for a Nurse Practitioner, and for a non-Nurse Practitioner specialty an education suffix of "Q," or a "K" with a secondary or tertiary with a "V" in the same specialty, and

f. have no obligated service requirement. Obligated service requirement reasons consist of, but are not limited to: subsidized student training such as Medical Enlisted Commissioning Program (MECP), Seaman to Admiral STA-21, initial obligation for the Nurse Accession Bonus (NAB), Duty Under Instruction (DUINS), Health Professions Loan Repayment Program (HPLRP), and initial Active Duty obligation, and

g. during the time an individual Nurse Corps officer is under an RN-ISP obligation it is the responsibility of the individual nurse, detailer, and Senior Nurse Executive/Director of Nursing Services to ensure the nurse is utilized in the specialty for which the nurse is receiving the RN-ISP.

2. Subject to the acceptance by the Chief, BUMED (or designee) a Nurse Corps officer eligible for the RN-ISP who enters into an agreement beginning on or after October 1, 2012 may be paid an ISP in a lump sum annual amount of:

- a. \$5,000 for a 1 year agreement
- b. \$10,000 per year for a 2 year agreement
- c. \$15,000 per year for a 3 year agreement
- d. \$20,000 per year for a 4 year agreement

F. CERTIFIED REGISTERED NURSE ANESTHETISTS-INCENTIVE SPECIAL PAY (CRNA-ISP):

1. Eligibility. A Nurse Corps officer:

- a. who is below the grade of O-7, and
- b. is on active duty under a call or order to active duty for a period of not less than three years, and
- c. is a fully qualified certified registered nurse anesthetist with an active, full unrestricted license.

2. Subject to the acceptance by the Chief, BUMED (or designee) a Nurse Corps officer eligible for the CRNA-ISP with no service obligation who enters into an agreement beginning on or after October 1, 2012 may be paid a CRNA-ISP in a lump sum annual amount of:

- a. \$20,000 for a 1 year agreement
- b. \$25,000 per year for a 2 year agreement
- c. \$35,000 per year for a 3 year agreement
- d. \$50,000/year for a 4 year agreement

3. Eligible individuals with a service obligation may be paid a lump sum annual amount of \$6,000 for a 1 year agreement

## G. SUBMISSION REQUIREMENTS

1. An individual requesting the RN-ISP/CRNA-ISP must submit a request through their chain of command. The forms are available on the Navy Medicine website: <http://navymedicine.med.navy.mil> (click on special pays).

2. Commanding Officers must endorse and forward all requests for RN-ISP/CRNA-ISP to Deputy Chief, BUMED, Total Force, (M1) with a recommendation dated within 30 days of the requested effective date and ensure that the effective date on the agreement has been verified to be correct following this instruction.

3. Commanding Officers must provide a detailed and specific explanation of the delay on all RN-ISP/CRNA-ISP requests not endorsed within 30 days of the requested effective date. Deputy Chief, BUMED, Total Force, (M1) may approve retroactive RN-ISP agreements when the reason for delay in initiating the RN-ISP/CRNA-ISP agreement was clearly justifiable.

4. To be eligible for a higher RN-ISP/CRNA-ISP rate at the announcement of each fiscal year's pay plan, Nurse Corps officers with an existing RN-ISP/CRNA-ISP contract may be afforded the opportunity to terminate that contract to enter into a new RN-ISP/CRNA-ISP contract that would give them an equal or longer active duty obligation as the existing RN-ISP/CRNA-ISP obligation. Any unearned portion of the RN-ISP/CRNA-ISP contract is recouped on a pro rata basis. The earliest contract effective date is 1 October of the fiscal year for which the pay plan is announced.

## H. TERMINATION OF ENTITLEMENT TO SPECIAL PAY:

A Commanding Officer may submit a request to Chief, BUMED to terminate at any time, or endorse recommending disapproval a request, of a Nurse Corps officer's ISP. Reasons for termination may include, but are not necessarily limited to: Loss of privileges; Courts martial convictions; violations of the Uniform Code of Military Justice; failure to maintain a current, unrestricted license to practice medicine, or reasons that are in the best interest of the Navy. Chief, BUMED will make determination on what, if any, special pays are to be terminated/denied. If entitlement to one or more of the aforementioned special pays is approved to be terminated/denied, the officer shall be paid, on a pro-rata basis, the portion served up to the official date of termination/denial. A special pay that is terminated will result in recoupment of the unexecuted portion of the agreement. Caution should be taken to ensure all regulations have been adhered to by the command regarding the program for which the recommendation is being made, and the member has been given every opportunity to correct any deficiencies prior to recommending termination or denial of special pays. Also, it is essential the officer must be counseled by the command regarding this recommendation prior to submission to Chief, BUMED.

## I. REPAYMENT POLICY:

1. Except as provided in paragraphs 2 and 3 below, an officer who is paid NAB or ISP, the receipt of which is contingent upon the officer fulfilling specified conditions of eligibility, service, or assignment, shall repay the United States any unearned portion of the NAB or ISP if the officer fails to fulfill the conditions of eligibility, service, or assignment and may not receive any unpaid amount of the ISP after failing to fulfill such specified conditions. Situations requiring repayment include, but are not limited to:

a. An approved request for voluntary release from the written agreement specifying the conditions for receipt of the bonus or pay if, due to unusual circumstances, it is determined by the designated competent authority of the Navy that such release would clearly be in the best interests of both the Navy and the officer concerned;

b. An approved voluntary separation from the Naval service, or from active duty in the Naval service, or release from an active status in the Navy Reserve prior to fulfillment of the terms and conditions such as the period of service obligation required for receipt of the bonus or special or incentive pay;

c. An approved voluntary request for relief from an assignment;

d. Failure to execute orders to a billet commensurate with the officer's specialty or skill, grade, or career progression;

e. Disability or physical disqualification resulting from misconduct, willful neglect, or incurred during a period of unauthorized absence;

f. Upon processing for separation for cause, including misconduct;

g. An approved detachment for cause; and

h. Upon processing for separation by reason of weight control and/or physical readiness test failure.

2. If for any of the following reasons an officer fails to fulfill the specified conditions of eligibility, service, or assignment for which an NAB or ISP are paid to the officer, repayment of the unearned portion of the NAB or ISP is not required, but any remaining unpaid amount shall not be paid:

a. Separation from the Naval service by operation of laws or regulations independent of misconduct;

b. Separation from the Naval service under a hardship separation or sole survivor discharge as defined under Section 303a(e)[(3)](2)(B) of Title 37, United States Code. (Note: the bracketed paragraph marking “[3]” has been inserted in order to maintain numerical continuity in the subsection and to correct the error in labeling two paragraphs as “(2)” as a result of enactment of separate amendments.)

c. Where the Secretary of the Navy (or designee) determines that repayment of the unearned portion of the pay or bonus would be contrary to a personnel policy or management objective, against equity or good conscience, or contrary to the best interests of the United States.

3. If for any of the following reasons an officer fails to fulfill the specified conditions of eligibility, service, or assignment for which NAB or ISP are paid to the officer, repayment of the unearned portion of the pay or bonus will not be required, and any remaining unpaid amount will be paid to the member’s final pay account or upon separation:

a. Disability separation or retirement under Chapter 61 of Title 10, United States Code, where such disability is not the result of the officer’s misconduct, willful neglect, or incurred during a period of unauthorized absence;

b. Death in which the proximate cause is not misconduct on the part of the officer or individual; or

c. Where the Secretary of the Navy (or designee) determines that the repayment of the unearned portion of the pay or bonus received by the officer and to refrain from paying any remaining unpaid amount to the officer would be contrary to a personnel policy or management objective, against equity or good conscience, or contrary to the best interests of the United States.

J. BANKRUPTCY. An obligation to repay the United States as described herein is, for all purposes, a debt owed to the United States. A discharge in bankruptcy under Title 11, United States Code does not discharge an officer from such debt if the discharge order is entered less than 5 years after—

1. The date of termination of the written agreement or “contract” on which the debt is based; or

2. In the absence of such written agreement or “contract”, the date of termination of the eligibility, service, or assignment on which the debt is based.