

Alaska’s SHARP Program

Providing Support-for-Service to Healthcare Practitioners Statewide

Memorandum of Agreement for SHARP-I Option
Agreement between the following parties:

Practitioner: _____

and

Site: _____

and

Department of Health and Social Services
State of Alaska

I. PURPOSE and SCOPE

This Memorandum of Agreement (“MOA,” aka “service contract”) constitutes the entire agreement between the State of Alaska, Department of Health and Social Services,¹ Division of Public Health, Section of Health Planning & Systems Development, SHARP Program (hereinafter collectively “SHARP” or “SHARP Program”), the above-named healthcare professional who participates in the SHARP Program (hereafter Practitioner) and an eligible health care delivery Site (hereafter, “Site” or “Employer”). These entities may hereinafter be referred to collectively as the “Parties.”

The purpose of Alaska’s SHARP Program is to address the shortages and mal-distributions of certain health professionals in the state by increasing the number and improving the distribution of healthcare professionals who provide direct patient care. The purpose of the SHARP-I program option is to recruit and retain selected primary health care professionals to serve in federally designated Health Professional Shortage Areas (HPSA) in exchange for the repayment of qualifying educational loans, pursuant to a signed SHARP MOA with the State of Alaska. SHARP-I is operated by the State of Alaska, Department of Health and Social Services, and is jointly supported by funds from several sources including the U.S. Department of Health & Human Services, Health Resources & Services Administration (HRSA), the Alaska Mental Health Trust Authority, and required partial employer match.

¹ Sometimes abbreviated herein as “DHSS.”

II. THE PRACTITIONER AGREES AND CERTIFIES THAT HE OR SHE:

A. Is a licensed or license-eligible primary health care clinical Practitioner.² The following list of health care professions is the complete set of occupational categories that may be eligible to receive a SHARP award.

(1) From the list below, check off the occupation(s) that you are licensed to practice in Alaska or another state, or are currently eligible for licensure in Alaska. The Practitioner may also participate in SHARP if (a) he / she is licensed in another state, and (b) works in a federal facility or tribal healthcare organization.

(2) In addition, write your primary occupation in the blank space provided:

Primary Occupation: _____

Tier-1:³

- Doctor of Allopathic Medicine (M.D.)
- Doctor of Osteopathic Medicine (D.O.)
- General Practice Dentist (D.D.S. or D.M.D)
- Pharmacist
- Pediatric Dentist (D.D.S. or D.M.D)

Tier-2:

- Primary Care Certified Nurse Practitioner
- Primary Care Physician Assistant
- Registered Clinical Dental Hygienist
- Registered Nurse (RN)
- Clinical or Counseling Psychologist (Ph.D. or equivalent)
- Licensed Clinical Social Worker (LCSW)
- Psychiatric Nurse Specialist
- Licensed Professional Counselor (LPC)
- Licensed Marriage & Family Therapist
- Certified Nurse Midwife

² The primary care specialties approvable for physicians are family medicine (and osteopathic general practice), internal medicine, pediatrics, obstetrics/gynecology, geriatrics and psychiatry. General practitioners (physicians who have not completed residency training programs) are not eligible for funding under SHARP.

³ The “Tier” designations relate to the Maximum Annual Benefit available for payment for the Practitioner’s occupation, as stated in Section IV of this MOA.

B. Is a United States citizen or national (naturalized citizen), and will provide adequate evidence of citizenship or naturalization.

C. Does not currently and may not at any time during the term of the SHARP MOA have any other service obligation(s) (aka concurrent service obligation(s)) based on the practitioner's service at the Site. "Other service obligation" means other outstanding contractual obligation(s) to the Federal Government (e.g., an active military obligation, National Health Service Corps Loan Repayment Program, National Health Service Corps Scholarship Program, NURSE Corps Loan Repayment Program, Nursing Scholarship Program, or Indian Health Service Loan Repayment Program obligation), or to any other State or any other entity, whether it be public, private, employer, state or federal, for the provision of health professional service(s). This includes, but is not limited to, loan repayment, signing bonuses, a service-option loan(s), moving expense agreement(s), and/or similar financial benefit(s) that entail a service obligation. If incurred, the Practitioner and the Site must immediately declare in writing to the SHARP Program any healthcare profession service obligation of any nature.

Individuals in the Reserve Component of the U.S. Armed Forces or National Guard or USPHS Commissioned Officers Corps are eligible to participate in SHARP. If the SHARP Practitioner's military or USPHS-related training and/or service, in combination with the participant's other absences from the service Site, exceed 35 workdays per service-year away from clinical practice, then the SHARP service obligation end date will be extended to adjust for break in agreed-upon service.

The Practitioner recognizes and accepts that having a current service obligation (aka double dipping) is disallowed at any time during the SHARP contract service-period, whether the other (non-SHARP) obligation was incurred before or following initiation of SHARP contract. The Practitioner here-declares if he or she does hold another service obligation (check, and initial, one of the following).

I do *not* have another service obligation of any sort: _____.
(Practitioner's initials)

I *do* have another service obligation(s): _____.
(Practitioner's initials)

If so, name the other service obligation(s) here:

_____.

D. Does not have a judgment lien against his or her property for a debt to the United States⁴.

⁴ Debtors with judgment liens for federal debts are ineligible to receive federal financial assistance.

E. Has not previously:

- Defaulted on any federal payment obligations (e.g., Health Education Assistance Loans, Nursing Student Loans, federal income tax liabilities, Federal Housing Authority loans, etc.), even if the creditor now considers the Practitioner to be in good standing;
- Breached a prior service obligation to the federal/state/local government or other entity, even if the obligation was subsequently satisfied;
- Had any federal debt written off as uncollectible (pursuant to 31 U.S.C. 3711(a) (3)) or had any Federal service or payment obligation waived.

F. Will perform his or her service obligation at a SHARP-approved eligible Site that is appropriate to the Practitioner's discipline. The Practitioner agrees that this MOA represents a commitment to provide healthcare at this designated Site for the entire stated SHARP contract duration. No change-of-site is authorized without (a) prior detailed discussion with SHARP regarding considerations; and (b) fully signed MOA Amendment.

G. Will provide either *full-time or half-time primary health care service and clinical practice (i.e. direct patient care)* at an eligible Site that is appropriate to the Practitioner's discipline. This practice will include ambulatory care, as well as hospital care appropriate to meet the needs of patients and to assure continuity of care. The Practitioner will provide one year of this full-time or half-time primary health care service for each year of loan repayment with a minimum two-year service obligation. The Practitioner will designate whether his or her participation in SHARP is as full-time or half-time clinical practice in Section II Q of this MOA. Full-Time and Half-Time Clinical Practice (aka service) are defined below:

Full-Time Clinical Practice: A minimum of 40 hours per week of patient care at the approved service Site, with no more than eight of those 40 hours devoted to practice-related administrative activities or other non-clinical activities (e.g., research or teaching). The Practitioner will provide at least 45 weeks of healthcare per service year. The 40 hours per week may be compressed into no less than four days per week, with no more than 12 hours of work to be performed in any 24-hour period.

- For OB/GYNs, Certified Nurse Midwives, and Family Medicine Physicians who practice obstetrics on a regular basis: At least 21 of the minimum 40 hours per week must be spent providing direct patient care during normally scheduled clinic hours in the ambulatory care setting at the approved service Site. The remaining hours must be spent either providing clinic-based direct care or providing inpatient direct care to

patients of the approved Site, and/or in practice-related administrative and/or other non-clinical activities not to exceed eight hours per week.

- For all other Practitioners: At least 32 of the minimum 40 hours per week must be spent providing direct patient care during normally scheduled healthcare delivery hours in the healthcare setting at the approved service Site(s). The remaining hours must be spent either providing clinic-based healthcare or providing inpatient direct care to patients of approved Site, and/or in practice-related administrative and/or other non-clinical activities.

Half-Time Clinical Practice: Practitioner works a minimum of 20 hours per week, but not exceeding 39 hours per week, for a minimum of 45 weeks per service year. The Practitioner must work no fewer than two workdays per week, and perform no more than 12 hours work in a 24-hour period.

- For OB/GYNs, Certified Nurse Midwives, Family Medicine Physicians who practice obstetrics on a regular basis, providers of Geriatric Services, Pediatric Dentists, and Behavioral and Mental Health Practitioners: At least 11 hours/week are spent providing direct patient care in the healthcare setting(s) at the approved service Site(s) during normally scheduled healthcare delivery hours. The remaining nine hours/week are spent providing healthcare services for patients or teaching at the approved Site(s), providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved Site(s), or performing practice-related administrative activities. Teaching and practice-related administrative activities shall not exceed a total of four hours/week.
- For all other Practitioners: At least 16 hours per week are spent providing direct patient care in the healthcare setting(s) at the approved service Site(s) during normally scheduled office hours. The remaining four hours per week are spent providing healthcare services for patients or teaching at the approved Site(s), providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by approved Site(s), or performing practice-related administrative activities. Teaching and practice-related administrative activities shall not exceed four hours/week.

Subject to this MOA, no more than seven weeks (35 work days) per year may be spent away from the practice for any reason. Absences greater than seven weeks in a SHARP service year will extend the service commitment end-date proportionately. Hours worked in excess of that number of hours required for the minimum work week will not be applied to any other work week. Time spent “on call” does not count toward the minimum number of hours required per work week. If necessary, the practice will include hospital treatment coverage appropriate to meet the needs of the Practitioner’s patients of the approved Site and to ensure continuity of care. If the Practitioner’s submitted Quarterly Work

Report indicates that less than “Full-Time” direct delivery of healthcare service occurred during the prior period (or less than “Half-Time,” if specified in MOA), then the SHARP payment amount may be prorated.

The Practitioner will designate below either Full-Time Clinical Practice or Half-Time Clinical Practice, as defined above. This designation remains in effect for entire contract. Check, and initial, one of the following:

Full-Time Clinical Practice

Half-Time Clinical Practice

In addition, write your choice of that practice level in the space provided here:
Full-Time or Half-Time: _____

H. Will accept assignment under Medicare (section 1842(b)(3)(B)(ii) of the Social Security Act) for all services for which payment may be made under Part B of Title XVIII.

I. Will maintain clinical and employment documentation for audit purposes, and upon each and any request, and will actively cooperate with, and will directly discuss presented issues with, SHARP staff and/or designee(s) in program evaluation.

J. Will submit complete and accurate Quarterly Work Reports (QWRs) to SHARP, on a form provided by DHSS, and understands that quarterly support-for-service payment disbursements are predicated on receipt, by the SHARP Program office, of each QWR. As regards the report of the Practitioner’s client-contact and healthcare service delivery data, only those clients whom the Practitioner has directly provided care to shall be reported. Both the Practitioner and Site will *not* include in the report any care provided by other(s) (e.g. clinical supervisees). The exception to this is for Pharmacists who may include in their QWRs those patients for whom prescription fulfillment and medication management services were provided, but who were otherwise seen and provided care by other practitioners. The report format does not require any protected health information under HIPAA, and the Site must ensure that no protected health information is submitted to the SHARP Program via the QWR. These reports must be formally endorsed by both the Practitioner and an authorized Site Representative, which is done by each signing a program-provided signature form. Failure to timely submit a QWR constitutes a breach of this MOA.

K. Will provide a copy of all qualifying loan documentation.

L. Will, if he or she has consolidated or refinanced loans, provide a copy of the original loan documentation to establish educational purpose and contemporaneous nature of such loans. If an eligible educational loan is consolidated/refinanced with any other debt other than another eligible loan of the applicant, no portion of the consolidated/refinanced loan will be eligible for loan repayment.

M. Will immediately provide written notification to SHARP if his or her employment at the Site has ended and (1) state last date of direct patient care work, and (2) clearly and succinctly state specific reasons why Practitioner's employment ended.

N. Agrees that this MOA service contract represents the Practitioner's forthright commitment to provide healthcare at the here-specified Site for the entire specified SHARP contract duration. Practitioner confirms this by initialing here below

I commit to working at Site for the total SHARP contract period: _____.

The Practitioner understands that one of the main public policy reasons for SHARP is to enhance Practitioner retention. The purpose is to increase: (a) continuity of patient care, (b) retained institutional memory, (c) stabilization of provider networks, and (d) continuity of healthcare practices.

The Practitioner agrees that the duration of commitment to practice at this Site is (a) for SHARP-I at least 2-years, and (b) for SHARP-II at least 3-years.

The Practitioner recognizes that there are virtually no reason(s) countenanced by SHARP for the Practitioner to change from working at one site to working at another.

The Practitioner agrees that any potential change-of-site must be approved in advance, via a fully-signed MOA Amendment, or, that change-of-site constitutes a breach of contract, and is one of the grounds for default.

O. For Practitioners working in Non-Tribal Healthcare Sites, the Practitioner:

- i. Will charge for his or her professional services at the usual and customary prevailing rates in the area in which such services are provided, except that if a person is unable to pay such rate, such person shall be charged at a reduced rate (i.e., discounted sliding fee scale) or not charged any fee.
- ii. Will provide primary health services to any individual seeking care, will accept Medicare and Medicaid assignment rates, will treat patients regardless of their ability to pay (i.e., discounted sliding fee schedule), and will not discriminate on the basis of the patient's ability to pay for care or on the basis that payment for care will be made pursuant to Medicare (established in Title XVIII of the Social Security Act), or Medicaid (Title XIX of the Social Security Act).
- iii. Will enter into an appropriate agreement with The State of Alaska, DHSS, Division of Health Care Services, which administers Alaska's Medicaid Program (under Title XIX) to provide service to individuals entitled to medical assistance under the plan (in Alaska, this includes the State Children's Health Insurance Program (SCHIP)).

P. For Practitioners working in Tribal Healthcare Sites:

Tribal healthcare organizations (THOs) are recognized by the federal Indian Health Service and are designated to provide healthcare to underserved Alaska Native/American Indian populations. THOs provide care to patients who are deemed eligible under the Indian Healthcare Improvement Act (IHICIA), 25 U.S.C. 1680c, which also determines how non-tribal patients can be seen. The IHICIA requires that THOs are the payer of last resort and that THOs bill non-beneficiaries in such a way that service to tribal beneficiaries is not reduced. However, THOs are allowed to use a charity care policy for non-beneficiary patients. Therefore, the Practitioner:

- i. Will charge for his or her professional services at the usual and customary prevailing rates in the area in which such services are provided, except in instances where a person qualifies for the agency's sliding fee or charity care policy.
- ii. Will provide primary health services to any individual seeking care that is also deemed eligible at the practitioner's agency under 25 U.S.C. 1680c, will accept Medicare and Medicaid assignment rates, will treat eligible patients and apply the agency's sliding fee scale or charity care policy to qualifying patients, and will not discriminate on the basis that payment for care will be made pursuant to Medicare (established in Title XVIII of the Social Security Act), or Medicaid (Title XIX of the Social Security Act).
- iii. Will enter into an appropriate agreement with the State of Alaska, DHSS, Division of Health Care Services, which administers Alaska's Medicaid Program (under Title XIX) to provide service to individuals entitled to medical assistance under the plan (in Alaska, this includes the State Children's Health Insurance Program ("SCHIP")) and eligible for services from the practitioner's employer under 25 U.S.C. 1680c.

Q. Understands and agrees that no aspect of the Practitioner's employer-provided wage and/or benefit(s) will be reduced in any way as a result of the Practitioner's receipt of SHARP support-for service payments, regardless of Employer Match paid to DHSS. If such a disallowed reduction occurs, both the Site Representative and Practitioner are each required to immediately report evidence of this to SHARP.

III. THE SITE AGREES TO:

A. Ensure that the Practitioner performs his or her service obligation to provide healthcare, and, that this occurs at an eligible Site appropriate to the Practitioner's discipline, and, that SHARP-required patient encounter data are reported to SHARP on no less than a quarterly basis. In addition to clinics, eligible settings can include critical access hospitals, long-term care facilities and/or approved alternative sites.

B. Ensure that the Practitioner provides *Full-Time or Half-Time direct-care primary health care service and clinical practice*, including ambulatory care and potentially hospital care appropriate to meet the needs of patients and to assure continuity of care. The Site agrees that the Practitioner's signed MOA designation of full-time practice or half-time practice defines the level of participation in SHARP throughout the two-year term of the MOA. Full-time and half-time practices are defined above.

C. Accept assignment under Medicare (section 1842(b) (3)(B)(ii) of Social Security Act) for all services for which payment may be made under Part B of Title XVIII.

D. Enter into an appropriate agreement with the State of Alaska, Department of Health and Social Services, Division of Health Care Services to provide service to individuals entitled to receive Medicaid and/or Medicare benefits.

E. Maintain clinical and employment documentation for audit purposes and actively and directly cooperate with SHARP staff and/or designee(s) in program evaluation. It is the sole responsibility of the employing entity to perform background checks regarding the Practitioner.

F. Immediately provide written notification to the SHARP Program if the Practitioner's employment at the Site has ended and (1) state the last date of full-time or half-time clinical work, and (2) clearly and succinctly state the specific reason(s) as to why the employment has ended. The Site hereby recognizes that SHARP has no obligation whatsoever to fill or re-fill that position, or any position at the vacated site.

The Site affirms that this MOA service contract represents the Site's forthright commitment to retain the Practitioner to provide healthcare at the here-specified Site for the entire specified SHARP contract duration.

The Site will work to retain Practitioner throughout contract: _____.
(Site Representative's initials)

The Site recognizes that one of the main public policy reasons for SHARP is to enhance Practitioner retention. The purpose of this is to increase: (a) continuity of patient care, (b) retained institutional memory, (c) stabilization of provider networks, and (d) continuity of healthcare practices.

The Site agrees that the duration of commitment to practice at this Site is (a) for SHARP-I at least 2-years, and (b) for SHARP-II at least 3-years.

The Site recognizes that there are virtually no reason(s) countenanced by SHARP for the Practitioner to change from working at one site to working at another.

In addition, the Site agrees that any potential change of site by the Practitioner must be approved in advance, via issuance of a fully-signed MOA Amendment, or, that change of site constitutes a breach of contract, and is one of grounds for default.

G. For Non-Tribal Healthcare Sites, the Site will:

- i. Ensure that the Practitioner charges for his or her professional services at the usual and customary prevailing rates in the area in which such services are provided, except that if a person is unable to pay such fee, such person shall be charged at a reduced rate (i.e., discounted sliding fee scale) or not charged any fee, and will submit copy of sliding fee or charity care policy.
- ii. Ensure that Practitioner provides primary health services to any individual seeking care. Site will ensure that this Practitioner does not discriminate on the basis of the patient's ability to pay for such care or on the basis that payment for such care will be made pursuant to Medicare (established in Title XVIII of Social Security Act), or Medicaid (Title XIX of such Act).
- iii. Enter into an appropriate agreement with the State of Alaska, Department of Health and Social Services, Division of Health Care Services to provide service to individuals entitled to receive Medicaid and/or Medicare benefits.

H. For Tribal Healthcare Sites, Pursuant to Section II, Q (above), the site will:

- i. Ensure that Practitioner charges for his/her professional services at usual and customary prevailing rates in the area in which such services are provided, except in instances where a person qualifies for the agency's sliding fee or charity care policy, and will submit copy of charity care policy.
- ii. Ensure that the practitioner provides primary health services to any individual seeking care that is also deemed eligible for services at the site under 25. U.S.C. 1680c. The Site will ensure that the Practitioner will not discriminate on the basis that payment for care will be made pursuant to Medicare (established in Title XVIII of the Social Security Act), or Medicaid (Title XIX of the Social Security Act).
- iii. Enter into an appropriate agreement with the State of Alaska, DHSS, Division of Health Care Services, to provide service to individuals entitled to receive Medicaid and/or Medicare benefits and eligible for services under 25 U.S.C. 1680c.

I. Accept that SHARP categorizes positions of all participating Practitioners as either "Regular-Fill" or "Very Hard-to-Fill" positions. If the Very Hard-to-Fill category is selected then the Site agrees to provide program-specified documentation that corroborates this selection. Place a check-mark here and initial which of the two position-levels this Practitioner will occupy.

Regular-Fill Position: ____ **REGULAR** ____
(Site Representative's initials)

Very Hard-To-Fill Position: ____
(Site Representative's initials)

J. Provide a copy of the Site's written recruitment and retention (R/R) plan. At minimum, this plan must include policies and processes that the Site will use to recruit and maintain clinical staffing levels needed to appropriately serve the Site's target population. The plan must be updated as needed, and the Site must actively collaborate with SHARP/DHSS as regards suggested improvement(s) to that R/R plan.

K. Understands that the required level of employer funding-match is calculated according to the following table.

Employer Type:	Regular Match Amount	Match <i>with</i> Waiver
Government Agency	25% of total award	Waiver not available
Nonprofit Organization	25% of total award	10% of total award
For-Profit Organization	NOT SHARP-I eligible	NOT SHARP-I eligible

L. Provide required non-refundable quarterly Employer Match payments to Alaska DHSS. Employer matching-funds payments (aka match) are established and due according to the following schedule, with Items 2 and 3 dates meaning no later than:

- 1) Calendar-Quarter of Service (1:Jan-Mar, 2:Apr-Jun, 3: Jul-Sep, 4: Oct-Dec)
- 2) Quarterly Work Report Month (reports received during Apr, Jul, Oct, Jan)
- 3) Practitioner Payment-Month (payments sent during May, Aug, Nov, Feb)
- 4) Employer-Invoice Month (billings sent during Jun, Sep, Dec, Mar)
- 5) Employer Match-Payment due upon invoicing net 30 days

Assent to the following Employer Match provisos is indicated via the Site Representative writing his/her initials in each of the spaces indicated below:

(Site Rep initials) _____ Organization-Type? _____ **NONPROFIT**

(Site Rep initials) _____ Partial Waiver Approved? _____ **NO**

(Site Rep initials) _____ Match-level as Percent-of-Total Owed? _____

(Site Rep initials) _____ Total Match Amount Owed? _____

All Employer Match-Payments are sent by Employer to DHSS, and not to the Practitioner. Match payment(s) are due upon receipt-of-invoice net 30 days. All Employer Match-Payments must be sent to:

State of Alaska
Alaska SHARP Program
P.O. Box 110610
Juneau, AK 99811-0610
Phone: 907-465-3091

The Site understands that Employer Match Payments are requisite for each subsequent SHARP support-for-service payment to the participating Practitioner. If the Site has requested a partial waiver of Employer Match, and that waiver has been authorized by DHSS, then the Site has provided all required documentation, and SHARP approval of that waiver is considered approved. To be approved for receipt of partial waiver of the required match: (a) the Employer must demonstrate an *inability to pay*, and (b) the DHSS Commissioner or designee must authorize the granting of this request in writing.

The Site agrees that no portion of the Practitioner's wage and/or employer-provided benefit(s) will be reduced in any way as a result of the Practitioner's receipt of SHARP support-for-service payments, regardless of Employer Match paid to DHSS. If this disallowed reduction occurs, both the Site Representative and Practitioner are required to immediately report evidence of this reduction to the SHARP Program, and this may constitute a breach of contract.

SHARP will not make further payments to, or on behalf of, the Practitioner until the Site pays previously invoiced charge(s). Repeated late payment or non-payment will constitute breach of contract, and the Site will then be classified as not eligible for further participation in SHARP.

IV. THE STATE OF ALASKA DHSS AGREES TO:

A. Provide loan repayment for qualifying educational loan(s) on behalf of this Practitioner to the Practitioner's qualified lender(s) in a total amount up to, and not to exceed, the following amounts:

Total MOA Amount Paid: \$ _____

Amount Paid per Year: \$ _____

Amount Paid per Quarter: \$ _____

B. Make these payments on a divided, quarterly basis following DHSS' receipt of the Practitioner's approved "Quarterly Work Report" Form, for each quarter (3-month period, or part thereof) that the Practitioner is providing eligible direct patient care, at the Site(s) specified in this MOA.

Service credit will begin on the date listed below. The effective date of contract is established when the MOA is signed by the DHSS Commissioner or designee, or the date that the Practitioner is licensed by the State of Alaska (or formally exempted from licensure in the state), and, begins full-time or half-time practice consistent with the above service requirements at the approved Site, whichever is last. In addition, DHSS has the option to specify within this MOA a different effective date for this contract, if such facilitates contract execution.

C. Provide up to the maximum annual benefit for the Practitioner as paid to the eligible lender. This amount is dependent upon whether the occupation is categorized as Tier-1 or Tier-2 and whether the level of service is categorized as Full-Time or Half-Time Clinical Practice, as outlined in this MOA.

D. Subject to this MOA, issue maximum annual benefit (a.k.a. annual cap) amounts of up to the following levels:

- Full-Time Clinical Practice: for Tier-1 up to: Regular-Fill positions \$35,000, and Very Hard-To-Fill positions \$47,000, and, for Tier-2 up to: Regular-Fill positions \$20,000, and Very Hard-To-Fill positions \$27,000;
- Half-Time Clinical Practice: for Tier-1 up to: Regular-Fill positions \$17,500, and Very Hard-To-Fill positions \$23,750, and, for Tier-2 up to: Regular-Fill positions \$10,000, and Very Hard-To-Fill positions \$13,500.

E. Conduct regular monitoring and program evaluation to ascertain the effectiveness of the SHARP Program, including the role and service delivery of the Practitioner.

F. Determine whether the Site has the necessary HPSA designation. Eligibility of the Site for SHARP-I program participation depends, in part, on this finding.

V. PERIOD OF AGREEMENT:

A. This MOA shall commence on:

Beginning Date: _____

And shall remain effective for two years (i.e. 24 consecutive months) through

End Date: _____

B. If there is a break in service due to the occurrence of an approved suspension of this MOA, then the required service time remaining will resume upon the Practitioner's return to full-time or half-time clinical work at an approved SHARP health care Site. In that case, the SHARP service obligation end date will be extended to compensate for the break in full-time service (or in half-time service, if specified in MOA). Service suspension(s) (aka hiatus from direct patient care, or clinical practice) are only approved through formal signed MOA amendment(s).

VI. AMENDMENT OR TERMINATION OF AGREEMENT:

A. Amendment to Add More Service Time: In the event that Alaska DHSS acquires more program funding, then the SHARP Program, at its discretion, may offer to extend this MOA on either a one-year (12-month) or two-year (24-month) basis via mutual signed consent of all Parties.

B. Dependent Upon Available Funds: This MOA shall remain in effect for two (2) years (i.e. 24 months), dependent upon the availability of funds to the State of Alaska from federal and non-federal sources. If funds cease to become available to the State of Alaska for operation of the SHARP Program, then this agreement will be void upon written 30-day notice.

C. Practitioner Conduct or Death: If the Practitioner engages in unethical or illegal conduct inconsistent with the standards governing the Practitioner's profession, DHSS will have grounds for immediate termination of this agreement. This is one of the types of breach of contract that causes default. In addition, the MOA may be terminated immediately upon the death of the Practitioner.

D. Default/Damages: A Practitioner who fails to begin or complete his or her SHARP service obligation or otherwise breaches the terms and conditions of this MOA, shall be in default of this MOA and liable for damages under this provision, as follows: the total of the amounts paid by the Alaska SHARP Program (including both United States HRSA funds and non-federal matching funds) to, or on behalf of, the Practitioner for loan repayments for any period of obligated service not served or during which the Practitioner is in default; an amount equal to the number of months of obligated service not completed multiplied by \$7,500; and interest on the above amounts at the maximum legal prevailing rate, as determined by the U.S. Treasurer, from the date of breach, except that the amount the SHARP Program is entitled to recover shall not be less than \$31,000⁵. If the Practitioner has signed the MOA but fails to begin clinical work at the Site, then the minimum penalty owed will be \$31,000. In-kind repayment is not allowed. Further, the remaining planned but yet-to-be-distributed balance of contract's funds will not be paid to or on behalf of the Practitioner.

In addition to financial consequences, the following will also occur: (1) the Practitioner will be recorded as having left program in the status of "Not In Good Standing"; (2) the Practitioner will be recorded as having defaulted on his/her SHARP service contract; (3) the SHARP Program may report this contractual default status to future or potential employer(s) and/or other support-for-service program(s) regardless of whether those program(s) are state, federal, private or blended; and (4) that upon default, the Practitioner will be barred from future participation in the SHARP Program or any similar DHSS program.

⁵ See 42 U.S.C. 254q-1(c)(3)(A)(ii) and 42 U.S.C. 254(o)(c)(1).

E. Suspension: A suspension of the Practitioner's SHARP obligation may be granted, with a typical duration of either one or three months, but no more than one year (aka hiatus). In order to qualify for a suspension, the Practitioner must document a medical condition or personal situation that makes compliance with the obligation temporarily "impossible" or an "extreme hardship" such that enforcement would be against equity and good conscience. Granting of a suspension is wholly at the discretion of SHARP Program. Suspension is granted through issuance of a jointly signed MOA Amendment.

F. Waiver: One of the main public policy reasons for SHARP is to increase practitioner retention. As such, contract waivers (aka cancellations) are virtually never granted. Further, in order to qualify for a waiver of the SHARP obligation, the Practitioner must document a medical condition or a personal situation that makes compliance with the obligation permanently impossible or an extreme hardship such that enforcement would be against equity and good conscience.

G. Termination in Best Interests of State: DHSS, by written 30-day notice, may terminate this MOA for convenience, in whole or in part, when it is in the best interests of the State. The State is liable only for loan repayment in accordance with the repayment provisions of this MOA for services rendered before the effective date of termination.

VII. DEFINITIONS:

Administrative Duties: These activities include, but are not limited to, program management, administration, research, teaching, medical director or clinical director functions, or supervisory tasks, including clinical supervision. These are not classified as direct patient care.

Commercial Loan: A loan made by a bank, credit union, savings and loan association, insurance company, school, or other financial or credit institution which is subject to examination and supervision in its capacity as lender by an agency of the United States or of the State in which the lender has its principal place of business.

Concurrent Service Obligation: This is any other outstanding contractual obligation, in addition to the SHARP service contract, simultaneously held by the Practitioner with the Federal Government (e.g., active military obligation, National Health Service Corps Loan Repayment Program, National Health Service Corps Scholarship Program, NURSE Corps Loan Repayment Program, Nursing Scholarship Program, or Indian Health Service Loan Repayment Program obligation), or with any other State or any other entity, whether it be public, private, employer, state or federal, for provision of health professional service(s). This includes, but is not limited to, loan repayment, signing bonuses, a service-option loan(s), moving expense agreement(s), and/or similar financial benefit(s) that entail service obligation.

Direct Care: This is the direct delivery of healthcare services to a patient (aka direct patient care), the occurrence of which is not mediated by others, including clinical supervisees.

Direct Incentive: SHARP-provided quarterly payments made directly to the participating Practitioner. Direct incentive is subject to federal income taxation. As such, there is no stipulation as to Practitioner's use of payments (e.g. loan repayment, moving expenses or otherwise).

Employer Match: This is the amount of funds that each participating healthcare employer (aka Site) is specified via its MOA to contribute on a quarterly basis, as a portion of the Practitioner's specified support-for-service payment. The employer is not allowed to reduce the Practitioner's level of either regular wage and/or benefit(s) levels due to either the Practitioner's participation in the SHARP Program, or the employer's required provision of matching funds. Payment of employer match is due upon Site's receipt of SHARP invoice net 30 days.

Eligible Site: A public or nonprofit private entity located in and providing health services in a current DHSS-designated Healthcare Shortage Service Area (HSSA). HSSA designation includes, but is not limited to, federal Health Profession Shortage Area (HPSA) designations. SHARP-I specifically requires that the participating Site has a federal HPSA designation, whereas SHARP-II does not.

For Non-Tribal Healthcare Sites: The Site must provide health services to any individual seeking care, accept Medicare and Medicaid assignment rates, and treat patients regardless of their ability to pay (i.e., discounted sliding fee schedule). The Site cannot discriminate on the basis of the patient's ability to pay for such care or on the basis that payment for such care will be made pursuant to Medicare (established in Title XVIII of the Social Security Act), or Medicaid (Title XIX of such Act).

For Tribal Healthcare Sites: The Site must provide health services to any individual seeking care who is also eligible for services under 25 U.S.C. 1680c, accept Medicare and Medicaid assignment rates, and apply the Site's charity care policy to all qualifying individuals. The Site cannot discriminate on the basis that payment for such care will be made pursuant to Medicare (established in Title XVIII of the Social Security Act), or Medicaid (Title XIX of such Act).

Exempt from Licensure: Each practitioner in Alaska's SHARP Program must be licensed to practice his or her healthcare occupation. All practitioners must be licensed by the State of Alaska, with the exception being that those practitioners who work in a federal facility or tribal healthcare organization must be licensed to practice by Alaska, or any other state.

Good Standing: A Practitioner begins MOA service contract as identified in "Good Standing." That status continues throughout contract as long as specified service and

reporting milestones are met, including adequate Quarterly Work Reports. If breach of contract occurs, the Practitioner status is changed to “Not in Good Standing.”

Government Loan: A loan made by a federal, state, county, or city agency that is authorized by law to make such loans.

Health Professional Shortage Area (HPSA): A geographic area, population group, public or nonprofit private medical facility, or other public facility designated by the United States Secretary of Health and Human Services to have a shortage of primary health care, dental health or mental health professionals and thus designated a “HPSA.”

Healthcare Service Shortage Area (HSSA): A geographic, population group or healthcare facility designated by Alaska DHSS as having a shortage of specified medical, dental or behavioral health practitioners, and thus yielding the Alaska designation of Healthcare Service Shortage Area (“HSSA”).

Loan Repayment: Support-for-service payments sent to eligible lenders or holders of eligible education loan debt(s), that are paid on behalf of a participating SHARP Practitioner in exchange for his/her documented delivery of eligible healthcare services.

Nonprofit Private Entity: A non-governmental entity that is legally organized as a nonprofit corporation pursuant to state or federal law.

Practitioner: A health care professional, who is licensed by the State of Alaska to practice a clinical healthcare occupation, or who is formally exempted from licensure in the state, and who otherwise meets criteria set forth in this MOA, and who practices the delivery of healthcare in a DHSS-designated Healthcare Services Shortage Area, or federal HPSA location and who thus receives support-for-service payments, pursuant to a signed SHARP MOA.

Primary Care: Primary care is the delivery of professional, comprehensive health services that include health education and disease prevention, initial assessment of health problems, treatment of acute and chronic health problems, and the overall management of an individual’s or family’s health care services. It entails first-contact care of persons with undifferentiated illnesses, comprehensive care that is not disease or organ specific, care that is longitudinal in nature and care that includes the coordination of other health services. Primary care dental services and primary care behavioral health services are included.

Qualifying Educational Loan: A government or commercial loan for actual costs paid for tuition and reasonable educational and living expenses related to the undergraduate or graduate education of the participant leading to a degree in the health profession in which the participant will satisfy his or her SHARP service commitment.

Quarterly Work Report: A required report submitted jointly by the Site and Practitioner that attests to the occurrence of the Practitioner's delivery of healthcare services during the preceding calendar quarter, amongst other worksite details. The Quarterly Work Report (QWR) presents total unduplicated patient headcounts and unduplicated visit counts according to payer-type. It also states the total number of work-days that Practitioner was away from clinical duties for any reason. QWRs are accepted only on program form(s).

Reasonable Educational Expenses: The costs of education, exclusive of tuition, such as fees, books, supplies, clinical travel, educational equipment and materials, which do not exceed the school's estimated standard student budget for educational expenses for the participant's degree program and for the year(s) of that participant's enrollment.

Reasonable Living Expenses: The costs of room and board, transportation and commuting costs, and other costs which do not exceed the school's estimated standard student budget for living expenses at that school for the participant's degree program and for the year(s) of that participant's enrollment.

Regular-Fill Position: The default categorization of all identified SHARP positions that are not otherwise classified as Very Hard-to-Fill positions.

Site: The particular location where an agency provides eligible healthcare services. Within the SHARP Program, the Site is often also referred to as Employer.

Site Representative: An employee of the Site (participating healthcare employer) that is employer-authorized to officially represent the healthcare Site in all programmatic and administrative contacts with the SHARP Program. This includes, but is not limited to: (1) the authorized signing of all MOA documents; (2) submission of all Quarterly Work Reports for participating Practitioner(s); and (3) being knowledgeable about, and able to attest regarding each Practitioner's workload and days present in delivering healthcare. SHARP only recognizes one Site Representative for each participating healthcare agency.

Support-for-Service: The SHARP-provided delivery of either loan repayment and/or direct incentive payment to Practitioner(s), or on the Practitioner's behalf. Support-for-service quarterly payments are made only after the SHARP Program's receipt of each completed Quarterly Work Report.

Tribal Healthcare Organizations: These are recognized by the federal Indian Health Service and are designated to provide healthcare to underserved Alaska Native/American Indian populations. Tribal health organizations (THOs) provide care to patients who are deemed eligible under the Indian Healthcare Improvement Act, 25 U.S.C. 1680c, which also determines how non-tribal patients can be seen. The IHCA requires that THOs are the payer of last resort and that THOs bill non-

beneficiaries in such a way that service to tribal beneficiaries is not reduced. However, THOs are allowed to use a charity care policy for non-beneficiary patients.

Very Hard-to-Fill Position: Designating a position as “very hard-to-fill” allows augmentation of SHARP support-for-service payments to the Practitioner who will occupy this position, with the intent being to increase Practitioner recruitment and retention. Factors that are considered in designating a position as very hard-to-fill include documented: (a) length of time the position has been vacant (typically a year or more); (b) extent, documentation and history of active personnel search to fill the position; and/or (c) use of short-term practitioners (e.g. locum tenens) in prior period.

Waiver of Employer Match: Employers that participate in SHARP may seek a partial reduction in level of required match payments. This is done via submission of a required form and specified documents. Justification of this request for waiver is based on factors such as: (1) portion of Site’s patients that are underserved; (2) size of sponsoring agency’s budget; and (3) agency’s revenue mix. Levels of allowable partially waived (reduced) Employer Match are: (a) Public (government): zero change, thus match remains at 25 percent; (b) private nonprofit: reduced to 10 percent; and (c) private for-profit: reduced to 15 percent of total Practitioner award. In sum, (a) the Employer must demonstrate an “inability to pay,” and (b) the DHSS Commissioner must approve this waiver request in writing.

VIII. GOVERNING LAW:

This MOA is made and entered into in the State of Alaska and shall in all respects be interpreted, enforced, and governed by and according to the laws of the State of Alaska.

IX. NON-PARTY BENEFICIARIES:

This MOA is not intended to confer any benefits on any non-party.

X. SEVERABILITY:

If any portion of this MOA is found to be invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this MOA.

XI. COMPLETE AGREEMENT:

This MOA constitutes the entire agreement between the parties. This MOA may be amended or terminated only pursuant to Section VI of this MOA.

XII. FORCE MAJEURE:

No party shall be liable or have the right to terminate this MOA for any delay or default in performing hereunder if such delay or default is caused by conditions beyond the party’s control including, but not limited to Acts of God, government-imposed restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

Signatures Follow on Next Page

I hereby agree to all terms of the foregoing MOA and certify that any and all information I have provided therein is accurate to the best of my knowledge.

For: **HEALTH CARE PRACTITIONER**

By: _____ Date _____
(Signature of Practitioner)

Practitioner's Name - print: _____

Social Security Number: _____

Notary Public: _____ Date _____
(Notary re: Practitioner's Signature)

For: **HEALTH CARE DELIVERY SITE**

By: _____ Date _____
(Authorized Representative for Site)

Representative's Name - print: _____

Name of Service Site - print: _____

Location of Eligible Service Site (including 9-digit zip code):

Clinic Location: _____

For: **ALASKA DEPARTMENT OF HEALTH & SOCIAL SERVICES**

By: _____ Date _____
Jay C. Butler, MD
Chief Medical Officer, and
Director, Division of Public Health
Department of Health and Social Services



March 1st, 2015

By: _____ Date _____
Robert Sewell, Ph.D., SHARP Program Manager
HPSP Section, Division of Public Health
Alaska Department of Health & Social Services