

Alaska SHARP Program

Providing Support-for-Service to the Healthcare Workforce Statewide

Memorandum of Agreement for SHARP-3 Option
between the following Parties:

Health Care Professional: _____
and

Employer: _____
and

State of Alaska, Department of Health and Social Services

I. PURPOSE and SCOPE

This Memorandum of Agreement (MOA or contract) constitutes the entire agreement between the State of Alaska, Department of Health and Social Services' SHARP Program (hereafter collectively SHARP), the above-named healthcare professional who participates in the SHARP Program (hereafter, participant or practitioner), and an eligible health care employer (hereafter, employer or site). These entities may be hereinafter referred to collectively as the "parties."

The purpose of SHARP is to address the increasing shortage of certain health professionals in the state by increasing the number and expanding the distribution of health professionals. SHARP works to enhance recruitment and retention health professionals to serve in state-designated locations and facilities in exchange for the repayment of qualifying education loans or payment of direct incentive, pursuant to a signed SHARP contract.

Alaska's SHARP-3 program option was established through the passage of SB-93 in Alaska's 31st Legislature, and is also known as the Health Care Professionals Workforce Enhancement Program (Chapter 15, SLA 19) and enacted as Alaska Statute AS 18.29. It is operated by the State of Alaska, Department of Health and Social Services and exclusively supported by non-federal sources, including from employers and other contributors. The loan repayments and direct incentive payments (hereafter collectively, support-for-service payments) provided by this statute are intended to increase the availability of health care services throughout the state, especially to underserved individuals or in health care professional shortage or rural areas.

II. AS THE PARTICIPANT YOU AGREE AND CERTIFY THAT YOU:

- A. Are licensed, or exempted from licensure in the state, as a Tier-I, Tier-II or Tier-III participant. The following list of health care professions is the complete set of occupation categories that are eligible to receive a SHARP-III service award. From this list, check the occupation that you are currently licensed to practice in Alaska or for which you are formally exempted from licensure in Alaska, and for the practice of which you have applied to receive the SHARP award.

In addition, write your primary occupation in the space below:

Occupation: _____.

Tier-I health care professional: A person who spends not less than 50 percent of the person's time on direct patient health care services and who is licensed or exempt from licensure in the state in one of the following occupations: doctor of nursing practice, clinical psychologist, counseling psychologist, or other practitioner as determined by the commissioner:

- Doctor of Allopathic Medicine (M.D.)
- Doctor of Osteopathic Medicine (D.O.)
- Dentist (D.D.S. or D.M.D)
- Pharmacist
- Doctor of Nursing Practice
- Clinical or Counseling Psychologist
- Other professional as determined by the commissioner, and specified below:

Specify: _____.

Tier-II health care professional: A person who spends not less than 50 percent of the person's time on direct patient health care services and who is licensed or exempt from licensure in the state in one of the following occupations:

- Advanced Practice Registered Nurse (ANP)
- Physician Assistant
- Dental Hygienist
- Registered Nurse (RN)
- Clinical or Counseling Psychologist (Ph.D. or equivalent)
- Clinical Social Worker (LCSW)
- Physical Therapist
- Board Certified Behavior Analyst (BCBA)
- Marriage and Family Therapist (LMFT)
- Professional Counselor (LPC)
- Other practitioner as determined by the commissioner, and specified below:

Specify: _____.

Tier-III health care professional: A person who is employed at an eligible site who is not otherwise eligible as a Tier-I or Tier-II practitioner:

- Other professional not enumerated as Tier-I or Tier-II (above)

Specify: _____.

B. Will provide patient care relevant to licensure or exemption from licensure as follows:

1. Charge for 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., via discounted fee scale) or not charged any fee.
2. Provide 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 or charity care), 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). *For Tribal Healthcare Sites only, will provide health services to any individual seeking care that is also deemed eligible at the participant's agency under 25. U.S.C. 1680c*
3. 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 or Medicare benefits.

C. Will provide substance abuse prevention or treatment services as follows:

Practitioner does _____ (*initial*), OR, or does NOT _____ (*initial*) provide any substance abuse prevention or treatment services, or, closely related healthcare service(s).

D. Will participate as Full-Time or Half-Time participant as follows:

Full-Time Participation: The minimum amount of time required to be classified as full-time participation is 40 hours per week at the contract-specified service site. If the position provides patient care, then of this minimum 40 hours per week at least 20 hours per week must be direct patient care. The remaining 20 hours can be practice-related administrative activities or other non-clinical activities (e.g., research or teaching). The participant will provide at least 45 weeks of authorized work per service year. The required minimum 40 hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period.

Half-Time Participation: The minimum amount of time required to be classified as half-time participation is 20 hours per week at the contract-specified service site. If the position provides patient care, then of this minimum 20 hours per week at least 10 hours

per week must be direct patient care. The remaining 10 hours can be practice-related administrative activities or other non-clinical activities (e.g., research or teaching). The participant will provide at least 45 weeks of authorized work per service year. The required minimum 20 hours per week may be compressed into no less than 2 days per week, with no more than 12 hours of work to be performed in any 24-hour period. The participant may be a full-time employee but have only half-time program participation.

Participation designation remains in effect for the duration of the three-year contract, (check and initial one of the following):

- Full-Time Participation: _____
(Clinician's initials)

- Half-Time Participation: _____
(Clinician's initials)

E. Have not breached a prior service obligation to the federal/state/local government or other entity, even if the obligation was subsequently satisfied.

F. Are a United States citizen or national (naturalized citizen), or permanent resident of the United States and, if requested, will provide adequate evidence of citizenship, naturalization or permanent residency.

G. Have no outstanding contractual service obligation for health professional service in exchange for education loan repayment, whether that obligation be with the federal government (e.g., an active military obligation, National Health Service Corps Loan Repayment Program, National Health Service Corps Scholarship Program, Nursing Education 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.

Employer-provided benefits such as a sign-on bonus, retention bonus, or productivity bonus, are not considered a simultaneous service obligations. Participant is not subject to the limitation in this section if the obligation consists of service in the reserves of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard; National Guard; or Commissioned corps of the United States Department of Health and Human Services, Office of the Surgeon General, Public Health Service.

The clinician recognizes and accepts that having a current service obligation for loan repayment is disallowed at any time during the SHARP contract service-period, whether the other (non-SHARP) obligation was incurred before or following initiation of this contract. If incurred, the Clinician and the Site must immediately declare in writing to the SHARP program any healthcare profession service obligation for education loan repayment.

I currently have another service obligation for education loan repayment:

No: _____ (participant's initials)

Yes: _____ (participant's initials)

If so, name the other service obligation here: _____

G. May select support-for-service benefit type as student loan repayment, direct incentive payment, or both. Practitioner understands that loan payments and direct incentives will not be paid to lenders or health care professional until corresponding employer payment is received by the department.

Loan Repayment: Payments are sent directly to eligible lenders, or holders of eligible education loan debt(s), on behalf of a participant. If loan repayment is all or part of support-for-service benefit, then the participant will submit the loan and lender form provided by the department and provide a copy of all qualifying loan documentation.

- A qualifying loan is 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.
- For consolidated or refinanced loans, provide a copy of the original loan documentation, if requested. 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.
- Participants are responsible for making timely payments to their lenders. DHSS shall not be held liable for loan payment delay to lenders due to employer non-payment.

Direct Incentive: Payments are made directly to the participating participant. There is no stipulation as to the participant's use of direct incentive payments. If direct incentive is all or part of support-for-service benefit, then the Participant recognizes that direct incentive payment is treated by the U.S. Internal Revenue Service as regular income, and as such is not exempt from federal personal income taxation.

Both: If the option of both is selected, then the program will pay down the eligible debt first, over eligible quarters, and then switch to issuing direct incentive payments.

Agrees that SHARP program support-for-service payments will be in the form of one of the following: (participant will check, and initial, one of the following three options)

Loan Repayment: _____ . (participant's initials)

Direct Incentive: _____ . (participant's initials)

Both Loan Repayment and Direct Incentive: _____ . (participant's initials)

H. Understands and agrees that no aspect of the participant's standard employer-provided wage and benefit(s) will be reduced in any way as a result of the participant's receipt of SHARP benefit(s), regardless of employer payment(s) submitted to DHSS. If such a disallowed reduction occurs, immediately report evidence of this to SHARP.

I. Will maintain clinical and employment documentation for audit purposes, and will actively cooperate and provide documentation as needed for program auditing and evaluation, and will directly discuss presented issues with SHARP staff or designees upon request.

J. Will submit complete and accurate Quarterly Work Reports (QWRs) to SHARP, on a form provided by DHSS, within 30 days of end of calendar quarter. Reports must be signed by both the participant and an authorized Site Representative

- Report only those clients from whom the participant has directly provided care. Do not include any care provided by other(s) (e.g. clinical supervisees), with the exception of Pharmacists who may include for whom prescription fulfillment and medication management services were provided, but who were otherwise seen and provided care by other participants.
- Do not send protected health information in the QWR. The report does not require any protected health information under HIPAA.
- If the participant's submitted Quarterly Work Report indicates that less than "full-time" service occurred during the prior period (or less than "half-time," if specified in contract), then the SHARP quarterly payment amount may be prorated. 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 apply toward the minimum number of hours required per work week. No more than seven weeks (35 work days) per year may be spent away from designated employment for any reason. Absences greater than seven weeks in a SHARP service year will extend the service commitment end-date proportionately and require a contract amendment.

K. Will participate in SHARP program evaluation. The SHARP Program uses Practice Sights Clinician Recruitment and Retention Management System, which is a multi-state collaborative that includes Alaska. Practice Sights is operated by the Cecil G. Sheps Center for Health Services Research at the University of North Carolina, and automatically emails surveys to SHARP participants at the beginning of contract, end of year for every contract year, and at the end of contract. A survey is also sent to each SHARP practitioner-alumnus as follow-up. These surveys provide valuable data about effectiveness of the SHARP program as well as information about the participant's experience as a SHARP clinician.

Participation in called Practice Sights, which emails surveys to SHARP participants at the beginning of contract, end of year for every contract year, and at the end of contract. Surveys are also sent to SHARP participant-alumni at periodic intervals thereafter. Participant confirms intent to participate by checking and initialing the item here below.

I commit to complete periodic Practice Sights questionnaires: _____.

L. Will perform his or her service obligation to provide healthcare at this designated Site for the entire contract duration. One of the main public policy reasons for SHARP is to enhance health care provider retention that will in turn increase continuity of patient care, retention of institutional memory, stabilization of provider networks, and sustainability of healthcare practices. There is virtually no reason for the participant to change from one employer site to another and thus the participant must first exhaust all reasonable possibilities with their current employer's human resources administration, and with the SHARP program.

No change of employer or practice site is authorized without prior detailed discussion with SHARP regarding considerations and a fully signed MOA amendment. Unauthorized change of site constitutes a breach of contract. Participant will immediately provide written notification to the SHARP program if his or her employment at the Site has ended, including the end date, and details regarding why employment ended.

Participant confirms commitment to provide healthcare at the contract-specified Site for the entire contract duration by initialing below.

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

III. THE SITE AGREES TO:

A. Maintain clinical and employment documentation for audit purposes, and will actively cooperate and provide documentation as needed for SHARP program auditing and evaluation.

B. Conduct health care professional background checks by using health care professional credentialing processes including reference review, licensure verification, and a query of the National Practitioner Data Bank or the Healthcare Integrity and Protection Data Bank. SHARP does not conduct professional background checks for the purpose of participant employment; instead this remains the duty of the participating employer.

C. Maintain a designated Site Representative. The designated Site Representative is an employee of the site that is authorized to represent the site in all programmatic and administrative contacts with program. This includes, but is not limited to: (1) authorized signing of all contract documents; (2) submission of all reports; and (3) attesting to each participant's workload and days absent.

D. Maintain a written recruitment and retention plan to include policies and processes that the Site will use to recruit and maintain staffing levels needed to appropriately serve the site's target population. As part of the site application, the employer will have submitted a copy of this plan. This process can be an important opportunity for employers enhance their practitioner recruitment and retention efforts. The site will be asked to actively engage with the SHARP for technical assistance with recruitment and retention plan as warranted.

E. Ensure that the participant performs the service obligation at the contract-specified health facility, and, that this occurs at an eligible site appropriate to the participant's discipline, and,

that SHARP-required patient encounter data are reported to SHARP on no less than a quarterly basis as relevant to the participant's occupation.

F. Ensure that at least 30 percent of the site's patients are from the defined underserved populations since this is one of minimum requirements for the site's participation in SHARP.

G. Ensure that the participant charges for professional services at the usual and customary prevailing rates in the geographic 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 maintain a copy of that policy.

H. Ensure that the participant provides health services to any individual seeking care, as relevant to and allowed by the participant's licensure. The site will ensure that this participant 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 the Social Security Act), or Medicaid (Title XIX of such Act). *For Tribal Healthcare Sites only, will provide health services to any individual seeking care that is also deemed eligible at the participant's agency under 25. U.S.C. 1680c.*

I. Ensure the participant enters 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 or Medicare benefits.

J. Designate provision of substance abuse prevention or treatment services as indicated below. The Employer confirms, by initialing one of the following two options, that:

Position **WILL** provide substance abuse treatment services: _____

Position will **NOT** provide substance abuse treatment services: _____

K. Ensure that the participant provides Full-Time or Half-Time work at the eligible healthcare site. The site agrees that the participant's signed MOA designation of full-time practice or half-time practice defines the level of participation in SHARP throughout the three-year term of the MOA, unless changed by contract amendment.

L. The Employer confirms, by initialing one of the following two options, that:

Clinician fills position that **WAS** occupied by temporary staffing: _____

Clinician fills position that was **NOT** occupied by temp. staffing: _____

M. Specify position as either "regular-fill" or "very hard-to-fill." For VHTF, the site agrees to provide program-specified documentation that corroborates this selection as per AS 18.29.105, (d)2; and 7 AAC 24.120.

Regular-Fill Position: The default classification for all program-participating positions that require only standard effort to find and hire a candidate.

Very Hard-to-Fill Position: The status of very hard-to-fill (VHTF) is based on review of employer-submitted application materials. Factors that are considered in designating a position as very hard-to-fill (VHTF) include documented: (a) length of time the position has been vacant; (b) extent and history of active personnel search to fill the position; and (c) use of locum tenens or other short-term participants during prior months. Place a checkmark below and initial chose position-type:

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

N. Submit complete and accurate Quarterly Work Reports (QWRs) to SHARP, on a form provided by DHSS, within 30 days of end of calendar quarter. Reports must be signed by both the participant and an authorized Site Representative.

- Report only those clients for whom the participant has directly provided care. Do not include any care provided by other (e.g. clinical supervisees), with the exception of Pharmacists, who may provide prescriptions and medication management services to patients who were provided care by other participants.
- Do not send protected health information in the QWR. The report does not require any protected health information under HIPAA.
- If the participant's submitted Quarterly Work Report indicates that less than full-time service occurred during the prior period (or less than half-time, if specified in contract), then the SHARP quarterly payment amount may be prorated. 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 apply toward the minimum number of hours required per work week. No more than seven weeks (35 workdays) per year may be spent away from designated employment for any reason other than regular days off. Absences greater than seven weeks in a service year will extend contract end date and requires a contract amendment.
- Failure to timely submit a QWR constitutes a breach of this MOA.

O. Participate in SHARP program evaluation. SHARP uses Practice Sights for evaluation, through which surveys are periodically emailed to each SHARP practitioner, selected employer representatives, and SHARP alumni. The employer confirms its intent to participate in Practice Sights surveys by initialing below.

- Employer commits to completing Practice Sights surveys: _____.

P. 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 employment, 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.

Q. Affirms that this MOA service contract represents its commitment to retain the Practitioner to provide healthcare at the specified Site for the entire SHARP contract duration by initialing below.

The Employer will work to retain Practitioner throughout contract: _____

Agrees that the duration of commitment to practice at this Site is for three years. The purpose of SHARP is to enhance health care provider retention that will in turn increase continuity of patient care, retention of institutional memory, stabilization of provider networks, and sustainability of healthcare practices. There is virtually no reason for the Participant to change from one employer site to another and the health care professional without first exhausting all reasonable possibilities with their current employer's human resources department and administration.

No change-of-site is authorized without (a) prior detailed discussion with SHARP regarding considerations; and (b) fully signed MOA amendment. Unauthorized change of site constitutes a breach of contract. The site will immediately provide written notification to the SHARP program if his or her employment at the Site has ended, including the end date, and details regarding why employment ended.

Following the end of the initial contract, Continuation Awards (CAs) are allowed, which provide for ensuing SHARP service contracts. However, any and all CAs are available only through the standard competitive SHARP application process.

R. Understands that a partial waiver of the required employer match payments may be available, but that authorization of such is only provided under selected circumstances. Approval of a partial waiver requires that the employer submits a required form and specified documents. Approval of the request is based on factors such as: (1) portion of Site's patients that is underserved, (2) size of sponsoring agency's budget, and (3) agency's revenue mix. Levels of allowable partially waived (reduced) employer match is to be no more than 50 percent of participant's total SHARP contract award amount. SHARP may consider requests for partial waiver of employer cost only if funds from other contributor(s) are available to pay the remainder of the award's value. If the site has requested a partial waiver of employer cost, then site has provided all required documentation, and program approval of this waiver is stated in this contract. Documentation must (a) included a completed SHARP form; (b) evidence that 50% or more of employer's patients are underserved per AS 18.29.100; and (c) demonstrate an inability to pay. The DHSS Commissioner or designee must grant this request in writing.

S. Understands that each SHARP contract includes an administrative fee as established under AS 44.29.022 for services regarding provision and management of SHARP contracts. This administrative fee is equal to 5.0 percent of the contract's total support-for-service benefit. The administrative fee is not the fiscal agent fee.

T. Please indicate assent to the following employer payment provisos by the Site Representative writing his/her initials in each of the spaces indicated below:

- (Site Rep initials) _____ Partial Waiver Approved? YES _____ NO _____
- (Site Rep initials) _____ Employer Payment: Percent-of-Total SFS: _____
- (Site Rep initials) _____ Total Employer Payment for SFS: _____
- (Site Rep initials) _____ Is there a Confirmed Contributor? YES _____ NO _____
- (Site Rep initials) _____ Contributor Organization: _____
- (Site Rep initials) _____ Contributor Contact Person: _____
- (Site Rep initials) _____ Contributor Payment: Percent-of-Total SFS: _____
- (Site Rep initials) _____ Total Contributor Payment for SFS: _____
- (Site Rep initials) _____ Administrative Fee (5% of SFS): _____
- (Site Rep initials) _____ Fiscal Agent Fee (when applicable) (1.5% of SFS): _____
(Use of a Fiscal Agent will apply only if elsewhere stated)

U. Understands that invoiced employer match payments are requisite for each subsequent SHARP support-for-service payment on behalf of the participating practitioner. All employer and any contributor payments are sent to DHSS, and not to the participant. All employer and any contributor payment(s) are due upon receipt-of-invoice. All such payments must be sent to:

Attn: Alaska SHARP Program
State of Alaska, DHSS, DPH, RCHS
3601 C Street, Suite 722
Anchorage, AK 99503

V. SHARP will not make further payments to, or on behalf of, the participant until the employer pays previously invoiced charge(s). Repeated late payment or non-payment will constitute breach of contract, and the site will be not eligible for further SHARP participation.

W. The Site agrees that no portion of the participant's employer-provided wage and benefits will be reduced in any way as a result of the participant's receipt of SHARP support-for service payments, regardless of employer payment to DHSS. If this disallowed reduction occurs, both the site representative and participant are required to immediately report evidence that of this reduction to SHARP. Such reduction(s) may constitute breach of contract.

X. Employer Recruitment Prerogative allows the employer to offer with certainty the loan repayment benefit detailed in the MOA to an eligible practitioner candidate. This guarantee is available to the employer for a six-month period following the MOA's effective date, and can be used as part of the employer's recruitment package, even if the practitioner recruit is unknown at the time of initial contract execution. This clinician recruitment period must conclude with *Letter of Intent to Hire* dated no later than six months after initial MOA execution, or this option lapses for the participating Employer. It is acceptable that the employer's Letter of Employment Offer may be dated later than the initial six-month period. Both the selected practitioner and the Employer must be and remain eligible for SHARP participation in all other respects as detailed in this MOA. If eligibility is not demonstrated then Alaska DHSS reserves the right to withdraw this Employer Recruitment Prerogative Award. Once Employer has selected the practitioner to be hired, then that candidate must also sign and endorse the MOA to thus actuate the award.

The Employer confirms its choice to use or not use the Employer Recruitment Prerogative by initialing one of the two options listed below:

- Employer **DOES** choose the ERP option: _____.
- Employer does **NOT** choose the ERP option: _____.

IV. THE STATE OF ALASKA DEPARTMENT OF HEALTH AND SOCIAL SERVICES AGREES TO:

A. Provide (1) loan repayment for qualifying educational loan(s) on behalf of this Participant to the Participant's qualified lender(s), and/or (2) provide direct incentive payment in a total amount up to, and not to exceed the below-listed amounts:

Total MOA Amount Paid: \$ _____

Amount Paid per Year: \$ _____

Amount Paid per Quarter: \$ _____

B. Make these payments on a divided, quarterly basis following the department's receipt of the participant's approved Quarterly Work Report for each full quarter (three month period) that the participant is providing contract-specified service, at the site(s) specified in this MOA. Up to 12 standard quarterly payments will be made. In those instances where a clinician is to receive both loan repayment and direct incentive benefits, the loan repayment will be paid to the eligible lender/holder first and exclusively, over quarters, until the specified debt is paid off. Thereafter, quarterly SHARP payment(s) will be in the form of direct incentive, paid directly to the clinician. In general, SHARP issues one payment per participant per quarter.

C. Service credit begins on date the SHARP MOA is signed by DHSS, or the date that the participant is licensed (if applicable) by the State of Alaska (or formally exempted from licensure

in the state), or begins full-time or half-time participation consistent with the above-stated service requirements at the approved Site, whichever is last.

D. Provide up to the Maximum Annual Benefit for the participant. This amount is dependent upon the tier-level of the occupation, the participation-level (full or half time), and categorization as regular-fill or very hard-to-fill.

E. The participant will provide 36 consecutive months of service under SHARP contract. Subject to Section VII, issue maximum annual benefit amounts up to the following:

- Full-time participation: for Tier-I up to \$35,000 for regular-fill, and \$47,250 for very hard-to-fill positions; for Tier-II up to \$20,000 for regular-fill positions \$20,000, and \$27,000 for very hard-to-fill positions; and for Tier-3 up to \$15,000 for regular-fill, and \$20,250 for very hard-to-fill positions.
- Half-time participation: for Tier-I up to \$17,500 for regular-fill, and \$23,625 for very hard-to-fill positions; for Tier-II up to \$10,000 for regular-fill positions, and \$13,500 for very hard-to-fill positions; and for Tier-III up to \$7,500 for regular-fill, and \$10,125 for very hard-to-fill positions.
- The above-listed maximum annual benefit amounts are subject to annual increase to adjust for inflation, based on the average percentage increase in the Consumer Price Index for urban wage earners and clerical workers for Urban Alaska during the previous five calendar years, and determined by U.S. Dept. of Labor, Bureau of Labor Statistics.

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

G. Determine whether the site meets the minimum eligibility requirements as specified for SHARP program participation.

H. Provide required non-refundable quarterly employer-match payments to SHARP upon invoice. Participant payments will not be issued by SHARP until the program has received payment from the employer and contributor(s). The following scheduled pertains:

Service Calendar-Quarter: (Q1: Jan-Mar, Q2: Apr-Jun, Q3: Jul-Sep, Q4: Oct-Dec)
Quarterly Work Report Month: (Apr, Jul, Oct, Jan)
Employer & Contributor Payment Month: (May, Aug, Nov, Feb) (due upon invoice)
Participant Payment Month (Jun, Sept, Dec, Mar)

V. PERIOD OF AGREEMENT:

- Employer Recruitment Prerogative – Start-Date (if selected): _____
- Employer Recruitment Prerogative – End-date (if selected): _____

- Participant Service – Start-Date: _____
- Participant Service – End-Date: _____

VI. AMENDMENT OR TERMINATION OF AGREEMENT:

A. Conditions requiring contract amendment fully executed by the department, the eligible employer site and the eligible health professional include the following:

- A contract suspension, also called hiatus from service, may be granted for a duration of up to one year due to a temporary medical condition or personal situation requiring absences. An amendment for hiatus from service only changes the schedule of service and related payments, but no other contract terms.
- A change in employer to another eligible and approved employer. If the health care professional cannot complete a contract with the initial employer then the health care professional must seek eligible employment with another program eligible site that will agree to the contract terms.
- Continuation awards beyond the current 36-month contract are available through the standard competitive SHARP application process, with total participation of not more than 12 years.

B. Conditions of contract termination include the following:

- Dependent Upon Available Funds: If funds cease to be available to the State of Alaska for operation of the SHARP program, then this agreement will be void upon written 30-day notice.
- Termination in Best Interests of State: The department may terminate a contract, in whole or in part, when it is in the best interests of the state upon written 30-day notice. The state is liable only for support-for-service payment in accordance with the payment provisions of the contract for services rendered before the effective date of termination.
- Participant Conduct: If the health care professional engages in unethical or illegal conduct inconsistent with the standards governing the health care professional's profession, the department may have grounds for immediate termination of the contract.
- Participant Death: The contract will be terminated immediately upon the death of a health care professional.
- Waiver: In the event of a medical condition or a personal situation that makes compliance with the support-for-service obligation permanently impossible or an extreme hardship such that enforcement would be against equity and good conscience, the

participant may be eligible for a contract waiver. The participant must provide sufficient documentation of the medical or personal situation.

- **Concurrent Service Obligation:** The practitioner cannot hold any other concurrent service obligation for loan repayment (except as allowed above under Section II, G) at any time during the SHARP contract service-period. Holding such a concurrent service obligation constitutes breach of contract, and grounds for contractual default.
- **Default, Breach and Non-Compliance:** A participant who fails to begin or complete a SHARP-III service obligation or otherwise breaches the terms and conditions of this MOA, shall be in default of this MOA and liable for damages. Damages for default of this MOA shall be an amount equal to the total amount paid by the Alaska SHARP Program to, or on behalf of, the Participant-participant for any period of obligated service *not* served. Further, the remaining planned but yet to be distributed balance of contract's funds will not be paid to or on behalf of the participant. Civil penalties apply in the amount of \$1,000 for each violation of any term found in the program's statute, regulations and/or service contract. In addition to financial consequences, the following will also occur: (1) the participant will be recorded as having left program with the status of, Not In Good Standing; (2) the participant will be recorded as having defaulted on the SHARP service contract; (3) the participant hereby allows that the SHARP program is at liberty to report this contractual default status to future or potential employer(s) 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 participant will not be allowed to reapply to the SHARP program for subsequent support-for-service opportunities.

VII. DEFINITIONS:

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

Advisory Council: The advisory council established under AS 18.29.105.

Commissioner: The commissioner of health and social services.

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.

Competitive Process: The required application process for health care professional (participant) and employer applicants to the SHARP program. The program determines basic eligibilities, and then forwards application data to the advisory council. The council then reviews such data using blind case-code. If funding is limited, then the council's determination process is competitive. Selected application(s) are recommend to the commissioner through public council resolutions.

Continuation Award: Following the end of the initial contract, Continuation Awards (CAs) are allowed, which are ensuing SHARP service contracts. These extend the available service-credit time. The public policy value of Continuation Awards is that they support practitioner retention. However, any and all CAs are available only through the standard competitive SHARP application process. CAs are based on separate, ensuing MOAs, and are not automatically provided. If there is a break-in-service between the initial MOA, and an ensuing Continuation MOA, the resulting interim period does not count as SHARP service-credit.

Contributor: An organization or individual, other than the employer that donates funds to the SHARP program. Contributors may private contributors, and public contributors including federal, state and local governments. Examples may include but are not limited to hospital foundations, private philanthropy, regional Native for-profit entities, trade associations, labor unions, program alumni, universities, community and advocacy groups, and other entities that the council approves.

Department: The Department of Health and Social Services.

Direct Patient Health Care Services: As used in AS 18.29.190(8) and (9), direct patient health care services means the direct delivery of healthcare services to a patient, the occurrence of which is not mediated by others, including clinical supervisees; this may include varied case-specific duties such as case consultation, case management, treatment team meetings, individual records, and management of an individual's medications, charting, care coordination activities diagnostic services follow-up, telehealth and patient correspondence. For a given position to be categorized as direct patient care, the position must provide a minimum number of direct patient care hours per week as follows: (a) 20 hours of direct patient care when working a at least a 40 hour week for full-time; (b) 10 hours of direct patient care when working a work week of between 20 hour and up to 40 hours for half-time. The department will consider program-eligible disciplines as occupations that provide direct patient care, that do not provide direct patient care, or both.

Eligible Site: A service area or health care facility that provides health care services to underserved individuals or in health care professional shortage or rural areas and that satisfies the criteria for eligibility established by the commissioner. For an employer to be eligible, at least 30% of its clientele must be persons who are from populations classified as underserved.

Employer: A health organization that hires and employs health care professionals including a clinic, hospital, tribal health entity, developmental disability service, substance use disorder treatment service, behavioral health clinic, dental care clinic, long-term care facility, assisted living center, correctional facility, school, university, and other organization that may be included by the commissioner upon council recommendation.

Employer Payment: This is the amount of money (aka employer match) that the contract-specified health employer (site) must pay as specified in contract as their portion of the participant's specified financial benefit. Payment of this employer match is due upon receipt of invoice from SHARP.

Employer Payment: The payment an employer makes to the department for participation in the program; an employer approved for participation in the program shall make a nonrefundable quarterly payment to the department for the benefit of the employer's health care professional employee. The employer payment may come from any available source, including a philanthropic institution, health foundation, government agency, community organization, or private individual.

Employer Recruitment Prerogative: This allows the employer to assert availability of the loan repayment award for an employer-selected candidate. If the Employer chooses the Recruitment Prerogative then the MOA provides the employer with the prerogative to offer-with-certainty the loan repayment benefit detailed in the MOA to an eligible practitioner candidate. Upon signed agreement, the employer has the guaranteed option to offer its candidate this MOA-specified loan repayment benefit. The opportunity is made available through the standard Council-mediated competitive application and selection process conducted through publicly noticed meetings. The value is that it can enhance the employer's effectiveness in its search for eligible practitioners. This guarantee is available to the employer for a specified period following the MOA's effective date, and can be used as part of the employer's "recruitment package," even if the clinician-recruit is unknown at the time of initial contract execution.

Exempt from Licensure: If the State of Alaska requires occupational licensure in order for the participant to practice, then the participant must have licensure in order to be a practitioner in SHARP. All such practitioner licensures must be full and unencumbered. For all healthcare provider occupations that require licensure, that licensure must be through the State of Alaska, with the exception being for those practitioners who work in a federal or tribal healthcare facilities, who must be licensed to practice by Alaska, or any other state. However, there are also many program-eligible occupations for which the State of Alaska does not require occupational licensure, and therefore are considered exempt from licensure for purposes of Alaska's SHARP program.

Fiscal Agent Fee: The department may contract with a fiscal services vendor external to state government to maintain and operate the funding account. In the eventuality that external fiscal service is employed, then a fiscal agent fee will be charged to the employer or other contributor(s) on a per-contract basis. The fiscal agent fee is equal to 1.5% of the contract's total support-for-service benefit (i.e. that amount paid to the participant). The advisory council will re-determine and announce the amount of the total operating cost annually. The fiscal agent fee is not the administrative fee.

Full-Time Participation: The minimum amount of time required to be classified as full-time participation is 40 hours per week at the contract-specified service site. If the position provides patient care, then of this minimum 40 hours per week at least 20 hours per week must be direct patient care. The remaining 20 hours can be practice-related administrative activities or other non-clinical activities (e.g., research or teaching). The participant will provide at least 45 weeks of authorized work per service year. The required minimum 40 hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period.

Good Standing: Each participant begins his or her SHARP 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.

Half-Time Participation: The minimum amount of time required to be classified as half-time participation is 20 hours per week at the contract-specified service site. If the position provides patient care, then of this minimum 20 hours per week at least 10 hours per week must be direct patient care. The remaining 10 hours can be practice-related administrative activities or other non-clinical activities (e.g., research or teaching). The participant will provide at least 45 weeks of authorized work per service year. The required minimum 20 hours per week may be compressed into no less than 2 days per week, with no more than 12 hours of work to be performed in any 24-hour period. The participant may be a full-time employee but have only half-time program participation.

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

Medicaid: The meaning as stated in 7 AAC 160.990(b).

Medicare: The meaning given in 7 AAC 160.990(b).

Participant (or Practitioner): A health care professional, who is licensed by the State of Alaska to practice a clinical healthcare occupation, or who is exempted from licensure in the state, and who otherwise meets criteria set forth in Section II of this MOA, and who works at a program-eligible facility or catchment area, and who thus receives support-for-service payments, pursuant to a SHARP contract.

Program: Health care professionals workforce enhancement program established under AS 18.29; program also means the SHARP program.

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 & 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.

Qualified Employment: Employment of a Tier-I, Tier-II, or Tier-III health care professional at an eligible site at which the health care professional is hired or contracted and paid to work (a) in a full-time or not less than half-time position; (b) for a term that is not less than three years.

Regular Position: The default classification for all program-participating positions, unless they are identified as very hard-to-fill; regular positions are those that require only standard effort to find and hire a candidate.

Rural: A community with a population of 5,500 or less that is not connected by road or rail to Anchorage or Fairbanks or with a population of 1,500 or less that is connected by road or rail to Anchorage or Fairbanks.

SHARP-3: The third state-operated support-for-service program; SHARP-3 includes multiple funding source, tax exemption for loan repayment, the establishment of a multi-year operations fund, adjustable funding-source proportions between employer and contributor, pre-authorization of registered employers, and a ranges of contributors; SHARP-3 is also known as the Health Care Professionals Workforce Enhancement Program (AS 18.29, previously SB-93), which was signed into law on August 1st, 2019.

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

Support-for-Service (SFS): This is SHARP-provided loan repayment and/or direct incentive payment to participating Participant(s), or on the Participant's behalf. Support-for-service payments are made only after the SHARP program's receipt of each completed Quarterly Report.

Support-for-Service (SFS) Payment: The total amount paid by the program either directly to, or on behalf of, the health care professional; the form of payment can be either a student loan payment or a direct incentive payment, or both.

Tier-I health care professional: A person who spends not less than 50 percent of the person's time on direct patient health care services and who is licensed or exempt from licensure in the state as a dentist, pharmacist, physician, doctor of nursing practice, psychologist (clinical or counseling), or other health care professional as determined by the commissioner.

Tier-II health care professional: A person who spends no less than 50 percent of the person's time on direct patient health care services and who is licensed or exempt from licensure in the state as a dental hygienist, advanced practice registered nurse, registered nurse, physician assistant, physical therapist, professional counselor, board certified behavior analyst, marital and family therapist, clinical social worker, or other health care professional as determined by the commissioner.

Tier-III health care professional: A person who is employed at an eligible site who is not

otherwise eligible as a tier-I or tier-II health care professional.

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 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.

Underserved individual: An individual who (A) is uninsured; (B) receives or is eligible to receive medical assistance; or (C) receives or is eligible to receive health care benefits directly, through insurance, or through other means, from a plan or program funded directly, in whole or in part, by the federal government, except for the federal employee health benefits program under 5 U.S.C. 8903.

Very Hard-to-Fill Position: SHARP determines whether a position has the status of very hard-to-fill (VHTF) based on review of employer-submitted application materials. Designating a position as VHTF allows augmentation of SHARP benefit level for the participant who will occupy this position, the intent of which is to increase participant recruitment and retention. VHTF designation-factors that are considered include documented: (a) length of time the position has been vacant; (b) extent & history of active personnel search to fill the position; and/or (c) use of locum tenens or other short-term participants during prior months.

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.

- **COMPLIANCE**: In the performance of this contract, the parties agree to comply with all applicable federal, state, and borough regulations, codes and laws.
- **NON-PARTY BENEFICIARIES**: This MOA is not intended to confer any benefits on any non-party.
- **COMPLETE AGREEMENT**: This contract constitutes the entire agreement between the parties and may be amended or terminated only pursuant to Section VI of this contract.
- **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.
- **FORCE MAJEURE**: The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the

purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

XIII. SIGNATURES:

I hereby agree to all terms of this MOA and certify that any and all information I have provided herein, and in all submitted application documents, is accurate to the best of my knowledge.

For: **PARTICIPANT** (aka HEALTH CARE PROFESSIONAL)

By: _____ Date _____
(Signature of Participant)

Participant's Name - print: _____

National Provider Identification Number (if applicable): _____

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

For: **EMPLOYER** (aka SITE or PRACTICE SITE)

By: _____ Date _____
(Authorized Site Representative)

Representative's Name - print: _____

Name of Employer - print: _____

Physical Address of Practice Site: _____

For: **CONTRIBUTOR** (if any)

By: _____ Date _____
(Authorized Contributor Representative)

Contributor Representative's Name - print: _____

Name of Contributor Organization (if any): _____

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

By: _____ Date _____
Sondra LeClair, Section Chief
Division of Public Health, Section of Rural and Community Health Systems
Alaska Department of Health and Social Services

By: _____ Date _____
Robert Sewell, Ph.D., SHARP Program Director
Division of Public Health, Section of Rural and Community Health Systems
Alaska Department of Health and Social Services