

SHARP Program

Providing Support-for-Service to Healthcare Practitioners in Alaska

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

Practitioner: _____
and

Site: _____
and

State of Alaska, Department of Health and Social Services

I. PURPOSE and SCOPE

This Memorandum of Agreement (“MOA” or “Agreement”) 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”), the above-named healthcare professional who participates in the SHARP Program (hereafter, “Practitioner” or “Clinician”), and an eligible health care delivery Site (hereafter, “Site”). These entities may hereinafter be referred to collectively as the “Parties.”

The purpose of the SHARP program is to recruit and retain selected health care professionals to serve in state-designated Healthcare Service Shortage Areas (HSSA) in exchange for the repayment of qualifying education loans and/or payment of direct incentive, pursuant to a signed SHARP MOA with the State of Alaska. SHARP is operated by the State of Alaska, Department of Health and Social Services, and is jointly supported by funds from several sources including the State of Alaska’s General Fund, the Alaska Mental Health Trust Authority, and the U.S. Dept. of Health & Human Services, Health Resources & Services Administration (HRSA).

Alaska’s SHARP-II program option was established through the passage of HB-78 in Alaska’s 27th Legislature, and is also known as the Health Care Professions Loan Repayment and Incentive Program (Chapter 25, SLA 12). It is exclusively supported by non-federal sources, including the State General Fund and required employer-match. The

¹ Sometimes abbreviated herein as “DHSS.”

loan repayments and direct inventive payments (hereafter collectively, “support-for-service”) provided by this statute are intended to ensure that residents throughout the state, including recipients of medical assistance and Medicare, have access to healthcare and that residents of rural areas of the state, in particular, experience improved access to healthcare services. The purpose of SHARP is to address the worsening shortage of certain health professionals in the state by increasing the number and improving the distribution of healthcare professionals who provide direct patient care.

THE PRACTITIONER AGREES AND CERTIFIES THAT HE OR SHE:

A. Is a licensed, or exempted from licensure in the state, as a tier I or tier II healthcare direct-care Practitioner. The following list of health care professions is the complete set of occupational categories that may be eligible to receive a SHARP-II award. From the list below, check off 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 support-for-service benefit. In addition, write your primary occupation in the blank space provided:

Healthcare Occupation: _____.

Tier-1:²

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

Tier-2:

- Nurse Practitioner
- Physician Assistant
- Dental Hygienist
- Registered Nurse (RN)
- Clinical or Counseling Psychologist (Ph.D. or equivalent)
- Clinical Social Worker
- Physical Therapist

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

C. Has no outstanding contractual obligation for health professional service to the Federal Government (e.g., an active military obligation, National Health Service Corps Loan Repayment Program, National Health Service Corps Scholarship

² 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.

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. This includes, but is not limited to, loan repayment, signing bonuses, a service-option loan, moving expense agreements, and or similar financial benefits that entail a service obligation. If incurred, the Clinician and the Site must immediately declare in writing to the SHARP program any healthcare profession service obligation of any nature. The clinician-applicant will declare if he or she does hold another service obligation (check, and initial, one of the following). The clinician 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.

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

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

If so, name the other service obligation here: _____.

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

Loan Repayment: _____.
(Clinician's initials)

Direct Incentive: _____.
(Clinician's initials)

Both Loan Repayment & Direct Incentive: _____.
(Clinician's initials)

E. Has not breached a prior service obligation to the federal/state/local government or other entity, even if the obligation was subsequently satisfied. If loan repayment is all or part of support-for-service benefit, then the Practitioner also asserts that he/she:

- Has not 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;
- Has not 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;

- Does not have a judgment lien against his or her property for a debt to the United States;
- Will provide a copy of all qualifying loan documentation;
- Will, if he or she has consolidated or refinanced loans, provide a copy of the original loan documentation to establish the 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.

F. If direct incentive is all or part of support-for-service benefit, then the Practitioner asserts that he/she has accurately submitted all required documentation to establish his/her licensed healthcare delivery experience. Further, the Practitioner 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.

G. Will perform his or her service obligation at a SHARP-approved MOA-specified eligible Site that is appropriate to the Practitioner's discipline.

H. Will provide either *full-time or half-time health care service (a.k.a. clinical practice; direct patient care)* at an eligible Site that is appropriate to the Practitioner's discipline. This practice will include ambulatory care, and/or hospital care as 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 health care service for each corresponding year of support-for-service payment with a minimum three-year service obligation (36 months). The Practitioner will designate whether his or her participation in SHARP is as full-time or half-time clinical practice in Section II of this MOA. Full-time and half-time services are defined in Section VII of this MOA.

I. 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.

J. Will maintain clinical and employment documentation for audit purposes and will actively cooperate with SHARP staff and/or designee(s) in program monitoring and evaluation.

K. Will submit complete and accurate Quarterly Work Reports 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 Quarterly Work Report. These reports must be signed by both the Practitioner and the authorized Site Representative. As regards the report of the clinician's client-contact & healthcare service delivery data, only those clients whom the Practitioner has directly provided care to shall be reported. The Site will exclude from the report

all care provided by other(s) (e.g. clinical supervisees). The report format does not require any HIPPA-relevant data, and the Site must insure that no HIPPA-relevant data are submitted to the SHARP program via the Quarterly Work Report.

L. Will immediately provide written notification to the SHARP program if his or her 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) why the Clinician's employment ended.

M. Will participate in SHARP by designating here-below either Full-Time Clinical Practice or Half-Time Clinical Practice. These terms are defined in Section VII of this MOA, unless changed by formal amendment. This designation remains in effect for the duration of the three-year MOA. (check, and initial, one of the following)

Full-Time Clinical Practice: _____
(Clinician's initials)

Half-Time Clinical Practice: _____
(Clinician's initials)

In addition, write your choice of that practice-level in the space provided here:

Full-Time or Half-Time: _____.

N. For Practitioners working in Non-Tribal Healthcare Sites, the Clinician:

- 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., via discounted fee scale) or not charged any fee.
- ii. Will 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), 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 including the State Children's Health Insurance Program (SCHIP)).

O. 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 under-served Alaska Native / American Indian populations. 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 IHCIA 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 Clinician:

- 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 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 including the State Children's Health Insurance Program ("SCHIP")) and eligible for services from the practitioner's employer under 25 U.S.C. 1680c.

P. 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 actually occurs, both the Site Representative and Clinician are required to immediately report evidence of this to SHARP.

II. 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.

- B. Ensure that the Practitioner provides Full-Time or Half-Time direct-care health care service, including ambulatory care and/or potentially hospital care and/or long-term 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 three-year term of the MOA, unless changed by formal amendment.
- C. 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.
- 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 cooperate with SHARP staff and/or designee(s) in program monitoring and 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.
- 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 that policy.
 - ii. Ensure that the Practitioner provides health services to any individual seeking care. The 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 the 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 &/or Medicare benefits.

- H. For Tribal Healthcare Sites, Pursuant to Section II, Q (above), 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 in instances where a person qualifies for the agency’s sliding fee or charity care policy, and will submit copy of that policy.
 - ii. Ensure that the practitioner provides 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-II categorizes positions of all participating clinicians 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 & initial which of the two position-levels this clinician will occupy.

Regular-Fill Position: _____
(Clinician’s initials)

Very Hard-To-Fill Position: _____
(Clinician’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 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:	Match Amount	Match Amount with Waiver
Government Agency	10% of total award	Not Applicable
Non-Profit Organization	25% of total award	10% of total award
For-Profit Organization	30% of total award	15% of total award

L. Provide required non-refundable quarterly employer-match payments to Alaska DHSS. Employer matching-funds payments (aka match) are established & due according to the following schedule:

Calendar-Quarter of Service (1:Jan-Mar, 2:Apr-Jun, 3: Jul-Sep, 4: Oct-Dec)
Quarterly Work Report Month (Apr, Jul, Oct, Jan)
Payment-to-Clinician, and, Employer-Invoice Month (May, Aug, Nov, Feb)
Employer Match-Payment due upon invoicing net 30 days

Please indicate assent to the following Employer-Match provisos by the Site Representative writing his/her initials in each of the spaces indicated here-below:

- (Site Rep initials) _____ Organization-Type? _____
- (Site Rep initials) _____ Partial Waiver Approved? _____
- (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 clinician. 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-II support-for-service payment to the participating Clinician. If the Site has requested a waiver of employer match, then the Site has provided all required documentation, and SHARP-approval of that waiver is here-stated.

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 Clinician are required to immediately report evidence that of this reduction to SHARP program, and this may constitute breach-of-contract.

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

III. THE STATE OF ALASKA DEPARTMENT OF HEALTH & SOCIAL SERVICES AGREES TO:

A. Provide (1) loan repayment for qualifying educational loan(s) on behalf of this Practitioner to the Practitioner's qualified lender(s), and/or (2) provide direct incentive payment in a total amount up to, & 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 DHSS' receipt of the Practitioner's approved "Quarterly Work Report" Form, for each full quarter (3 month period) that the Practitioner is providing eligible healthcare service, at the Site(s) specified in this MOA. Up to twelve (12) equal quarterly payments will be made. In those instances where a clinician is to receive both loan repayment (LRP) and direct incentive (DI) benefits, the LRP will be paid to the eligible lender/holder first and exclusively, over quarters, until the LRP 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 only issues one payment per clinician per quarter.

Service credit will begin on the date a SHARP MOA award is signed by the SHARP Program Manager 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-stated service requirements at the approved Site, whichever is later.

C. Provide up to the Maximum Annual Benefit for the Practitioner as paid via either loan repayment and/or direct incentive. This amount is dependent upon whether the occupation is categorized as Tier-1 or Tier-2, the level of service is categorized as Full-Time or Half-Time Clinical Practice, and the position categorized as Regular-Fill or Very Hard-to-Fill.

D. Subject to Section VII of 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, & Very Hard-To-Fill positions \$47,000, and, for Tier-2 up to: Regular-Fill positions \$20,000, & Very Hard-To-Fill positions \$27,000;
- Half-Time Clinical Practice: for Tier-1 up to: Regular-Fill positions \$17,500, & Very Hard-To-Fill positions \$23,750, and, for Tier-2 up to: Regular-Fill positions \$10,000, & 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 DHSS Healthcare Shortage Service Area designation. Eligibility of the Site for SHARP 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 three years (i.e. 36 consecutive months) through

End Date: _____

B. If there is a break in service due to the occurrence of an approved Suspension under Section VI 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).

C. Individuals in the Reserve Component of the U.S. Armed Forces or National Guard or USPHS Commissioned Officers Corp. 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.

VI. AMENDMENT OR TERMINATION OF AGREEMENT:

A. Amendment to Add More Service Time: In the event that DHSS acquires more program-funding, then the SHARP Program, at its discretion, may offer to extend this MOA via mutual signed consent of all Parties. These opportunities for extended program participation following completion of initial three-year MOAs are termed "Continuation Awards." Continuation Awards can be for up to three more years of support-for-service, but not for less than one year.

B. Dependent Upon Available Funds: This MOA shall remain in effect for three (3) years (i.e. 36 months), dependent upon the availability of funds to the State of Alaska from federal and/or non-federal sources. 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.

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. The MOA may also be terminated immediately upon the death of the Practitioner.

D. Default: A Practitioner who fails to begin or complete his or her SHARP-II 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 Practitioner-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 Clinician. In addition to financial consequences, the following will also occur: (1) the Clinician will be recorded as having left program with the status of, "Not In Good Standing;" (2) the Clinician will be recorded as having defaulted on his/her SHARP service contract; (3) the Clinician hereby allows that the SHARP program is at liberty to 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 Clinician will not be allowed to reapply to the SHARP program for subsequent State of Alaska support-for-service opportunities.

E. Suspension: A suspension of the Practitioner's SHARP obligation may be granted for up to one year. 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. In the event that the SHARP program deems that a contract suspension is necessary, SHARP will offer the clinician an MOA Amendment that adjusts for the Clinician's hiatus from healthcare delivery duties.

F. Waiver: 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 and/or direct incentive payment in accordance with the payment 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, 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.

Direct Care: This is the direct delivery of healthcare services to a patient (a.k.a. direct patient care) the occurrence of which is not mediated by others, including clinical supervisees. Only direct care service contacts are to be reported on SHARP-required Quarterly Work Reports regarding the Practitioner's delivery of healthcare.

Direct Incentive: SHARP-provided quarterly payments made directly to the participating clinician. There is no stipulation as to what these payments are used for, be it for individual's election of loan repayment, moving expenses, or anything else. Direct incentive is subject to federal personal income taxation.

Employer Match: This is the amount of funds that each participating healthcare employer (a.k.a. Site) is specified to contribute on a quarterly basis, as a portion of the Clinician's specified support-for-service payment. The employer is not allowed to reduce the Clinician's level of either regular wage and/or benefit(s) levels due to either the Clinician's participation in the SHARP program, or the employer's required provision of matching funds. Payment of Employer Match is due upon 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 HPSA designations.

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).

Full-Time and Half-Time Clinical Practice (aka service):

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 4 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 & Mental Health Clinicians: 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 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.

Subject to Section VI of 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.

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 & thus designated a “HPSA.”

Healthcare Service Shortage Area (Alaska 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 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), which are paid on behalf of a participating SHARP Clinician in exchange for his/her documented delivery of eligible healthcare services.

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

Practitioner or Clinician: 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 Section II of this MOA, and who practices the delivery of healthcare in a DHSS-designated Healthcare Services Shortage Area, 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 here-included.

Qualifying Educational Loan: A government or commercial loan for actual costs paid for tuition & 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 Clinician that attests to the occurrence of the Clinician's delivery of healthcare services during the preceding calendar quarter, amongst other worksite details. The report presents total patient headcounts and visits according to payer-type. It also states the total number of work-days that Clinician was away from clinical duties for any reason.

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.

SHARP-II: One of two major support-for-service program options offered by the State of Alaska's SHARP program to eligible & prioritized healthcare practitioners, who are licensed in Alaska, or who are exempted from licensure in the state. SHARP-II was established through the passage of HB-78 in Alaska's 27th Legislature (elsewhere known as the Health Care Professions Loan Repayment and Incentive Program). SHARP-II is funded exclusively by non-federal sources, including the State General Fund and required employer-match. The loan repayments and direct incentive payments (support-for-service) provided via this statute are intended to

ensure that residents throughout the state, including recipients of medical assistance and Medicare, have access to healthcare and that residents of rural areas of the state, in particular, experience improved access to healthcare services.

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 Memorandum of Agreement documents; (2) submission of all Quarterly Work Reports for participating Clinician(s); and (3) being knowledgeable about, and able to attest regarding each Clinician's work-load 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 participating Clinician(s), or on the Clinician's behalf. Support-for-service payments are made only after the SHARP program's receipt of each completed Quarterly Work Report.

Very Hard-to-Fill Position: Designating a position as "very hard-to-fill" allows augmentation of SHARP support-for-service payments to the clinician who will occupy this position, with the intent being to increase of practitioner recruitment and retention. 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 & history of active personnel search to fill the position; and/or (c) use of locum tenens or other short-term practitioners during prior months.

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 10%; (b) private non-profit: reduced to 10%; and (c) private for-profit: reduced to 15% of total clinician award.

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.

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: **HEALTH CARE PRACTITIONER (a.k.a. CLINICIAN)**

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 Site Representative)

Representative’s Name - print: _____

Name of Service Site - print: _____

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

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

By: _____ Date _____
Kerre L. Fisher, Director
Division of Public Health
Alaska Department of Health & Social Services