SIGN YOUR CONTRACT ADDENDUM

This contract addendum is to be completed by National Health Service Corps (NHSC) Loan Repayment program participants who have submitted a Half-Time Conversion Request Form. **Note:** The contract addendum does not take effect and the Individual will not receive service credit until the Secretary of Health and Human Services (the Secretary), or his or her designee, countersigns this agreement and indicates the effective date on which the Individual may begin half-time clinical practice. Participants are required to remain serving in full-time status until the conversion takes effect. Once approved to convert to half-time service, participant’s service obligation end date and allowable leave will be adjusted accordingly. Participants who receive approval to serve half-time must fulfill the rest of their service commitment serving half-time; participants will not be allowed to switch back to full-time service once they have been authorized for half-time service. Participants serving in half-time status are ineligible to enter PPO agreements.

Your request for a half-time conversion may be found in the following Application.

**CONTRACT ADDENDUM**

Under Section 338B of the Public Health Service Act (“Act”), the undersigned participant (“Participant”) is currently obligated to provide service through full-time clinical practice pursuant to either an Initial 2-year National Health Service Corps Loan Repayment Program Contract (hereinafter “Initial Contract or “Loan Repayment Program Contract”) or a 1-year extension of the Initial Contract (known as a Continuation Contract) (collectively referred to herein as the “Current Contract”). In accordance with section 331(i) of the Act, the Secretary of Health and Human Services (“Secretary”) may waive the requirement of full-time clinical practice and allow service through half-time clinical practice. The Participant has requested a waiver pursuant to section 331(i) of the Act to satisfy his or her remaining service obligation under the Current Contract through half-time clinical practice. This Addendum amends the Participant’s Current Contract to provide a waiver of the full-time clinical practice requirement under the following terms and conditions:

1. Effective, the Secretary agrees, pursuant to section 331(i) of the Act, to waive the Participant’s full-time clinical practice requirement and to accept the Participant’s half-time clinical practice as described below in paragraph 2., except that this waiver will not take effect (and this Contract Addendum will be null and void) if:

   a. the Participant submits a written request to the Secretary to continue serving through a full-time clinical practice; and

   b. the Secretary receives such request on or before the effective date of the waiver set forth in this paragraph.

2. Beginning on the effective date of the waiver set forth in paragraph 1 above (“waiver effective date”), the Participant agrees to fulfill all of the remainder of his or her service obligation under the Current Contract in the health professional shortage area to which he or she is assigned by the Secretary as a member of the National Health Service Corps through a half-time clinical practice for double the period of obligated full-time service not completed under the Current Contract as of the waiver effective date. A *half-time clinical practice* is defined as a minimum of 20 hours per week (not to
exceed 39 hours per week), for a minimum of 45 weeks per service year. The remainder of the service year (approximately 7 weeks) may, as authorized by the approved service site(s), be spent away from the practice for holidays, vacation, continuing professional education, illness, or any other reason. Failure to meet the minimum 45 weeks per service year will extend the service obligation end date or result in a breach of the Loan Repayment Program Contract, as determined by the Secretary. The 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. Time spent "on-call" will not count toward the minimum 20-hour week, except to the extent that direct patient care is being provided during the “on-call” period. Time worked in excess of the minimum 20 hours per week cannot be applied to any other work week and will not count toward the service obligation.

a. **For all half-time health professionals except as noted below,** at least 16 of the minimum 20 hours per week must be spent providing direct patient care in the outpatient ambulatory care setting(s) at the approved service site(s), during normally scheduled office hours. The remaining 4 hours of the minimum 20 hours per week must be spent providing clinical services for patients or teaching in the approved service site(s), providing clinical services in alternative settings as directed by the approved service site(s), or performing practice-related administrative activities.

b. **For half-time OB/GYN physicians, family medicine physicians who practice obstetrics on a regular basis, providers of geriatric services, pediatric dentists, and certified nurse-midwives,** at least 11 of the minimum 20 hours per week must be spent providing direct patient care in the outpatient ambulatory care setting(s) at the approved service site(s), during normally scheduled office hours. The remaining 9 hours of the minimum 20 hours per week must be spent providing clinical services for patients or teaching in the approved service site(s), providing clinical services in alternative settings as directed by the approved service site(s), or performing practice-related administrative activities.

c. **For half-time behavioral and mental health providers,** at least 11 of the minimum 20 hours per week must be spent providing direct patient care (patient counseling) in the outpatient ambulatory care setting(s) at the approved service site(s), during normally scheduled office hours. The remaining 9 hours of the minimum 20 hours per week must be spent providing clinical services for patients or teaching in the approved service site(s), providing clinical services in alternative settings as directed by the approved service site(s), or performing practice-related administrative activities.

d. **For half-time physicians, physician assistants, nurse practitioners, and certified nurse midwives serving in Critical Access Hospitals (CAHs) that are approved service sites,** at least 8 of the minimum 20 hours per week must be spent providing direct patient care or teaching in the CAH-affiliated outpatient ambulatory care setting(s) at the approved service site(s), during normally scheduled office hours. The remaining 12 hours of the minimum 20 hours per week must be spent providing direct patient care or teaching at the CAH that is an approved service site or in the CAH-affiliated outpatient ambulatory care setting(s) at the approved service site(s), providing direct patient care in the CAH’s skilled nursing facility or swing bed unit, or performing practice-related administrative activities.

e. **For all half-time health professionals,** teaching and practice-related administrative activities shall not exceed a total of 4 hours of the minimum 20 hours per week.
3. The amount the Secretary agreed to pay for educational loans under the Current Contract will remain unchanged and will represent payment for the full-time service provided by the Participant under the Current Contract prior to the waiver effective date and the half-time service agreed to by the Participant pursuant to this Contract Addendum commencing on the waiver effective date.

4. If the Participant, for any reason, fails to complete the period of obligated half-time service as set forth in paragraph 2 above, the Participant shall be liable to the United States for an amount equal to the sum of:

   a. the total of the amounts paid by the United States to, or on behalf of, the Participant under the Current Contract for any period of obligated half-time service under this Contract Addendum not served;

   b. an amount equal to the product of the number of months of obligated half-time service not completed under this Contract Addendum, multiplied by $3,750; and

   c. interest on the amounts described in a. and b. of this paragraph at the maximum legal prevailing rate, as determined by the Treasurer of the United States, from the date of the breach;

   except that the total amount the United States is entitled to recover under this paragraph shall not be less than $31,000.

5. All other provisions of the Current Contract remain in full force and effect, except to the extent such provisions are inconsistent with the terms of this Contract Addendum. If the terms of this Contract Addendum are inconsistent with the Current Contract, the terms of the Contract Addendum will govern.

The Secretary or his or her authorized representative must sign this Contract Addendum before it becomes effective.