

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
HEALTH RESOURCES AND SERVICES ADMINISTRATION
BUREAU OF CLINICIAN RECRUITMENT AND SERVICE**

2009-2010 CERTIFICATION REGARDING FEDERAL DEBT

The Federal Debt Collection Procedures Act of 1990 precludes a debtor who has a judgment lien against his/her property arising from a Federal debt from receiving Federal funds until the judgment lien is paid in full or otherwise satisfied.

In selecting qualified applicants, the **Native Hawaiian Health Scholarship Program** looks at whether an applicant is delinquent on any Federal debt.

If the below statements are true, please initial line (1) and (2), print your first name on line (3), print your last name on line (4), provide a signature on line (5), and a date on line (6).

The Applicant named below does hereby certify that:

_____ (1) I do not have a judgment lien against my property arising from a Federal debt.

_____ (2) I am not delinquent (more than 31 days past due on a payment owed) on any Federal debt.

Applicant's Name: _____
(3) (First Name) (4) (Last Name)

Signature: _____ Date: _____
(5) (Complete Signature) (6) (MM/DD/YY)

VERIFICATION of Acceptance (first-year student) or Enrollment (continuing student)
(FOR SCHOOL USE ONLY)

This Verification of Acceptance or Enrollment certifies that the student identified below has been accepted for admission (___) OR is currently enrolled (___) for the Academic Years 2009-2010.

Student: _____ Date: _____

SSN: _____ School ID#: _____

School: _____

Address: _____

Program of Admittance/Enrollment: _____

Status: ___ Full-time ___ Part-time

Student Classification for the 2009-2010 School Year: ___1st yr. ___2nd yr. ___3rd yr. ___4th yr.

Length of Program: ___1 yr. ___ 2 yrs. ___3yrs. ___4yrs. Degree/certificate: _____

Academic Year 2009-2010 start date: _____

Projected graduation date: _____

Tuition and fees Status: ___ Resident ___ Non-Resident ___ School charges same tuition and fees regardless of resident status

Submitted by (print): _____

Signature: _____

Title: _____ E-Mail address: _____

Phone#: _____ Fax#: _____

Please mail to:	Native Hawaiian Health Scholarship Program/Papa Ola Lokahi ATTENTION: Lei Arvin 345 Queen Street, Suite 706 Honolulu, HI 96813
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THIS REPORT MUST HAVE THE SCHOOL'S EMBOSSED SEAL TO ENSURE OFFICIAL DOCUMENTATION.

AUTHORIZATION TO RELEASE INFORMATION

As an applicant to participate in the Native Hawaiian Health Scholarship Program (Scholarship Program), I,

First Name (Print)

Middle Initial

Last Name

hereby authorize the school where I am accepted for enrollment/am enrolled/was enrolled while applying for or participating in the Scholarship Program to disclose information pertaining to my school enrollment to Papa Ola Lokahi, Inc. (POL) and the U.S. Department of Health and Human Services (DHHS). "Information pertaining to my school enrollment" includes, but is not limited to, my transcripts and grades, my academic standing, my enrollment and degree status, my curriculum and examination requirements for graduation, my tuition and fees, and my leave-of-absence, withdrawal, or dismissal from school.

If applicable, I authorize any post degree training program for which I receive a deferment from the Scholarship Program to disclose to POL and DHHS information pertaining to my participation in the post degree program including, but not limited to, my curriculum, status in the program, completion date, examination requirements, and my leave of absence, withdrawal or dismissal from the program.

I authorize the sharing and exchange of information and documentation between POL and DHHS relating to my application for and participation in the Scholarship Program.

I authorize POL and DHHS, to release my name, address(es) and social security number to see if I appear on the Excluded Parties List System.

This authorization takes effect on the date I sign this release form. If I do not become a participant, this authorization shall remain in effect until September 30, 2009. If I become a participant in the Scholarship Program, the above authorizations shall remain in effect until the date my Scholarship Program commitment has been fulfilled or these authorizations have been revoked by me in writing.

Signature

Date

Social Security Number (last 4 digits)

Return to:

Native Hawaiian Health Scholarship Program/Papa Ola Lokahi
345 Queen Street, Suite # 706
Honolulu, Hawaii 96813

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, DISQUALIFICATION
AND RELATED MATTERS**

Pursuant to 2 CFR 180.335 (2006) as implemented by 2 CFR 376.10 (2007), an applicant applying to enter into a covered transaction (which includes an application to participate in this program) is required to notify the Federal agency office if the applicant knows that he or she:

- Is presently debarred, suspended, excluded, or disqualified from participation in covered transactions by any Federal agency or department;

- Within the 3-year period preceding the application, has been convicted of, or had a civil judgment rendered against him or her for any of the following offenses:
 - commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or a contract under a public transaction;
 - violation of Federal or State antitrust statutes; or
 - commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

- Is presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses set forth above; or

- Within a 3-year period preceding the application, has had any public transaction (Federal, State, or local) terminated for cause or default.

The applicant must sign the certification below which is applicable to his or her situation.

I, _____, certify that **none** of the above statements apply to me
(Print Name of Applicant)

OR

I, _____, certify that **one or more** of the above statements apply to me.
(Print Name of Applicant)

Signature of Applicant

Date

Social Security Number

<p>NATIVE HAWAIIAN HEALTH SCHOLARSHIP PROGRAM CONTRACT SCHOOL YEAR 2009-2010</p>	<p>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLIC HEALTH SERVICE HEALTH RESOURCES AND SERVICES ADMINISTRATION BUREAU OF CLINICIAN RECRUITMENT AND SERVICE</p>
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Section 10 of the Native Hawaiian Health Care Improvement Act (42 U.S.C. 11709), as amended by Section 12 of Pub. L. 105-256, authorizes the Secretary of Health and Human Services ("Secretary") to provide applicants selected to be participants in the Native Hawaiian Health Scholarship Program ("Scholarship Program") with scholarship awards. In return for the awards, applicants must agree to provide primary health services in a manner determined by the Secretary for a period of obligated service equal to one year for each year of Scholarship Program support received, or two years, whichever is greater.

Applicants are required to submit with their application a signed contract stating the terms and conditions of participation in the Scholarship Program. The Secretary shall sign only those contracts submitted by applicants who are selected for participation. The terms and conditions of participating in the Scholarship Program for the 2009-2010 school year are set forth below.

Section A – Obligations of the Secretary

Subject to the availability of funds appropriated by the Congress of the United States for the Scholarship Program, the Secretary agrees to:

1. Provide the undersigned applicant ("applicant") with a scholarship award for the school year 2009-2010 during which the applicant:
 - a. is enrolled, or is accepted for enrollment, as a full-time student in an accredited (as determined by the Secretary) educational institution in one of the several States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Marianas, the U.S. Virgin Islands, the Territory of Guam, the Territory of American Samoa, the Republic of Palau, the Republic of the Marshall Islands, or the Federated States of Micronesia; and
 - b. is pursuing a course of study leading to a degree in medicine, osteopathy, dentistry, or other health profession which has been approved by the Secretary for participation in the Scholarship Program.

The scholarship award may consist of payments, in whole or in part, for tuition, an amount for all other reasonable educational expenses incurred by the applicant, and a monthly stipend for the 12-month period beginning with the first month of each school year in which the applicant is a participant in the Scholarship Program. The disbursement of these scholarship payments may be delayed by the Secretary pending receipt of verification, satisfactory to the Secretary, of the applicant's continued eligibility for scholarship support. Scholarship support is limited to a maximum of 4 school years.

2. Utilize the applicant to provide primary health services in accordance with Section B.6. of this contract.
3. Defer performance of an applicant's period of obligated service if the applicant requests a period of deferment to complete a residency or other advanced training which the Secretary determines is consistent with the needs of the Native Hawaiians for primary health services in Hawaii.

Section B – Obligations of the Applicant

The applicant agrees to:

1. Accept the scholarship award provided by the Secretary under Section A.1. of this contract for the school year 2009-2010.
2. Maintain full-time enrollment until completion of the course of study for which the scholarship award is provided. If the course of study (approved by the Secretary) exceeds 4 years, the individual will be considered a full-time student for only the last 4 years of the course of study.
3. Notify the Scholarship Program promptly in writing as soon as one of the following events is anticipated: repeat course work; delay in the applicant's graduation date (e.g., due to a leave of absence approved by the school, a decrease in credit hours in an academic term, switching to an alternate program, etc.); and a withdrawal or dismissal from school.
4. Maintain an acceptable level of academic standing while enrolled in the course of study for which the scholarship award is provided.
5. Subject to Section A.3. of this contract, complete any advanced clinical training required to obtain a license to practice the applicant's scholarship-funded health profession in the State of Hawaii, except that an applicant who receives a degree from a

school of medicine or osteopathy must complete a residency in a specialty approved by the Secretary.

6. Serve his or her period of obligated service by providing primary health services, as determined by the Secretary, in the full-time clinical or nonclinical practice of his or her profession in a facility, located in Hawaii, to which he or she is assigned by the Secretary in the following order of priority:
 - a. any one of the five Native Hawaiian health care systems established by Section 6 of the Native Hawaiian Health Care Improvement Act (Pub.L.102-396), and
 - b. a health professional shortage area (designated under Section 332 of the Public Health Service Act), a medically underserved area (designated under Section 330(b) (3) of the PHS Act) or a geographic area or facility similarly designated by the Public Health Service.
7. Serve one year of obligated service for each school year the scholarship award is provided, with a minimum obligation of 2 years.
8. Undertake service in accord with placement policies and procedures in effect at the time of his or her placement.
9. Comply with applicable provisions of Title 42, Code of Federal Regulations, Part 62, Subpart A.
10. Permit the Department of Health and Human Services to collect any debt owed by the applicant, as a result of an overpayment of scholarship award payments, through the administrative offset of subsequent scholarship award payments to the applicant under this Contract, an Optional Contract or an Extension Contract, until the debt is paid in full. An overpayment of scholarship award payments occurs when scholarship award payments are made:
 - a. for repeat coursework,
 - b. during any period when the applicant is on an approved leave of absence from the school, is repeating course work which will delay the applicant's graduation date, or is enrolled as a less than full-time student (see Section B.2. of this Contract), or
 - c. due to administrative error.

Section C – Breach of Scholarship Contract

1. If the applicant:
 - a. fails to maintain an acceptable level of academic standing in the course of study for which the scholarship award is provided,
 - b. voluntarily terminates academic training before the completion of such training, or
 - c. is dismissed from the educational institution for disciplinary reasons,
 then the applicant shall, instead of performing the service obligation, repay to the United States all funds paid to the applicant and to the educational institution under this contract. Payment of this amount must be made within 3 years of the date the applicant becomes liable to make payment under this paragraph.
2. If the applicant fails to begin or complete the period of obligated service incurred under this contract, for any reason other than those in paragraph 1 of this section, or fails to complete required advanced training as set forth in Section B.5. of this contract, the United States shall be entitled to recover an amount equal to three times the scholarship funds awarded, plus interest, as determined by the formula:

$$A = 3 \emptyset \frac{(t - s)}{t}$$

In which:

'A' is the amount the United States is entitled to recover,
 '∅' is the sum of amounts paid to or on behalf of the applicant and the interest on such amounts which would be payable if at the time the amounts were paid they were loans bearing interest at the maximum legal prevailing rate, as determined by the Treasurer of the United States,
 't' is the total number of months in the applicant's period of obligated service, and
 's' is the number of months of such period served by the applicant in accordance with Section B.6. of this Contract.
 The damages the United States is entitled to recover shall be paid within one year of the date the Secretary determines that the applicant has failed to begin or complete the period of obligated service. (OVER)

Section D – Creditability of Graduate Training Toward the Period of Obligated Service

1. No period of residency or other advanced clinical training will be counted toward satisfying the period of obligated service incurred under this contract.

Section E – Cancellation, Suspension, and Waiver of Obligation

1. Any service or payment obligation incurred by the applicant under this contract will be canceled upon the applicant's death.
2. The Secretary may waive or suspend the applicant's service or payment obligation incurred under this contract if:
 - a. compliance by the applicant with the obligation is impossible or
 - b. compliance would involve extreme hardship and enforcement of such obligation would be unconscionable.

Section F – Contract Extension

1. The applicant may annually request extension of this contract, for a period not to exceed 12 months, if the request is submitted in accordance with procedures established by the Secretary.
2. Subject to the availability of funds appropriated by the Congress of the United States for the Scholarship Program, the Secretary may approve a request for contract extension if:
 - a. the request does not extend the total period of scholarship award beyond 4 school years; and
 - b. the applicant is otherwise eligible for continued participation in the Scholarship Program

Section G – Contract Termination

1. The Secretary may terminate this contract (or any Optional or Extension Contract) with the applicant if, not later than 30 days before the end of the school year to which the contract pertains (i.e., by June 1 of that school year), the applicant:
 - a. submits a written request for such termination and
 - b. repays all amounts paid to, or on behalf of, the applicant under the contract for that school year.

The Secretary or his/her authorized representative must sign this contract before it becomes effective.

Applicant Name <i>(Please Print)</i>	Applicant Signature	Date
Secretary of Health and Human Services		Date

OPTIONAL CONTRACTS

This Native Hawaiian Health Scholarship Program Contract for the 2009-2010 school year ("2009-2010 Contract") is hereby amended by the Secretary of Health and Human Services and the applicant to provide the applicant with additional scholarship support for the 2010-2011 school year, under the same terms and conditions set forth in the 2009-2010 Contract except to the extent that the terms set forth in the 2009-2010 Contract may be subsequently amended by statute or regulation. Disbursements for the 2010-2011 school year will begin at the start of that school year.

2010-2011 SCHOOL YEAR	Applicant Signature	Secretary Signature
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This Native Hawaiian Health Scholarship Program Contract for the school year ("2009-2010 Contract") is hereby amended by the Secretary of Health and Human Services and the applicant to provide the applicant with additional scholarship support for the 2011-2012 school year, under the same terms and conditions set forth in the 2009-2010 Contract except to the extent that the terms set forth in the 2009-2010 Contract may be subsequently amended by statute or regulation. Disbursements for the 2011-2012 school year will begin at the start of that school year.

2011-2012 SCHOOL YEAR	Applicant Signature	Secretary Signature
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This Native Hawaiian Health Scholarship Program Contract for the 2009-2010 school year ("2009-2010 Contract") is hereby amended by the Secretary of Health and Human Services and the applicant to provide the applicant with additional scholarship support for the 2012-2013 school year, under the same terms and conditions set forth in the 2009-2010 Contract except to the extent that the terms set forth in the 2009-2010 Contract may be subsequently amended by statute or regulation. Disbursements for the 2012-2013 school year will begin at the start of that school year.

2012-2013 SCHOOL YEAR	Applicant Signature	Secretary Signature
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