



# Office of Mental Health

## Community Mental Health Loan Repayment Program (CMHLRP)

### EXAMPLE Employee-Employer Agreement

**Instructions:** Review the attached example Employer-Employee Agreement.

Please note, this is **not** a complete form and may not match the needs of your specific agency.

For each award, the employer must enter into an Employer-Employee Agreement with each participating employee minimally containing:

- Employee requirements, including but not limited to the full 3-year service commitment,
- Employer payment terms for distribution of funds to the employee including timing and amounts,
- A recoupment mechanism which must be legally binding and enforceable in court by the employer.

Employers have discretion in the payment terms with their employee.

Employer-Employee Agreements are **not due at time of application**; they **must be completed upon execution of the contract** between the applicant agency and OMH.

The employer must maintain contemporaneous records for all claims related information and any other data or documents used to demonstrate that an employee was eligible to receive such award, including but not limited to an employee-employer agreement. All records, data and other information will be made available for review upon request.

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**NOTE: This is an example agreement only. Entities must consult with their legal counsel on the accuracy of the information contained within the agreement and revise the agreement to meet the specific conditions of the Employer and Employee pursuant to their award under this program, including payment terms and conditions and recoupment mechanisms. Employers may use their own standard agreement, so long as the requirements of the Community Mental Health Loan Repayment Program award(s) are met.**

Initiative Name: Community Mental Health Loan Repayment Program (CMHLRP)

In consideration of the receipt of a loan repayment award to **[INSERT EMPLOYER NAME]** (“EMPLOYER”) by the New York State Office of Mental Health (OMH) pursuant to the Community Mental Health Loan Repayment Program (“CMHLRP”), which is hereby acknowledged, **[INSERT EMPLOYEE NAME]** (“EMPLOYEE”) agrees and certifies that he/she/they:

- A. is a United States citizen or permanent resident alien holding an I-155 or I-551 card (green card); and
- B. is (1) currently or will be employed by the EMPLOYER at the licensed program specified on the CMHLRP award received by the EMPLOYER by OMH by the obligated service date as specified by the EMPLOYER
- C. currently has student loan expenses that are in need of repayment; and
- D. understands and shall fulfill the service obligation associated with the CMHLRP award by remaining continuously employed by and practicing for three (3) consecutive years, beginning on the start date of the award contract (specified below), as a **[FILL IN JOB TITLE]** at the licensed, designated, or funded program specified in the CMHLRP award for at least 40 hours (with a minimum of 32 clinical hours) **[OR SPECIFY TO MATCH THE TOTAL AND CLINICAL HOURS ON THE AWARD]** (“Awarded Schedule”) per week for at least 45 weeks per year. Unless specifically exempted by OMH, in writing, the Awarded Schedule may not be compressed to the point of shifts greater than 12 hours of work performed in any 24-hour period. Time spent in “on-call” status shall not be applied toward the Awarded Schedule. Hours worked in excess of the Awarded Schedule per week shall not be applied to any other workweek; and
- E. has a valid license to practice in New York State and is board-certified or eligible in the specialty identified in Section C above by the time the service obligations begins, as specified below; and
- F. understands that the period of the service obligation identified in Section D above is three (3) consecutive years regardless of the amount of the annual award payment; and
- G. understands deferral of the service obligation may be permitted for certain eligible programs under certain circumstances including but not limited to maternity leave, paternity leave, or military services, and Employee must notify Employer in writing of such request. Upon notification of OMH by Employer such deferral period will be added to the term specified in the CMHLRP award; and

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- H. shall not charge more for professional services than the usual and customary rate prevailing in the area in which such services are provided. If an individual is unable to pay the amount so charged for professional services, he/she/they shall charge such individual at a reduced rate or not charge such individual any amount; and
- I. shall provide health services to individuals in the area without discriminating against them because (a) of their inability to pay for those services or (b) payment for these health services shall be made under part A or B of title XVIII of the Social Security Act (42 U.S.C. 1395) (“Medicare”) or under a State plan for medical assistance approved under titles XIX and XXI of that ACT (“Medicaid” and “State Children’s Health Insurance Program”); and
- J. shall accept assignment under section 1842(b)(3)(B)(ii) of the Social Security Act (42 U.S.C. section 1395u(b)(3)(B)(ii)) for all services for which payment may be made under Part B of Title XVIII of such Act. He/she/they shall enter into an appropriate agreement with the State agency which administers the State plan for medical assistance under titles XIX and XXI of the Social Security Act to provide services to individuals entitled to medical assistance under the plan or work under current agreement of employing facility; and
- K. is not in default on the repayment of a guaranteed student loan or in default under the terms of any service obligation on any other governmentally administered scholarship or financial aid program; and
- L. is not participating (i.e. tracking time, fulfilling a service obligation, or receiving funding) in any other loan repayment or forgiveness program, including but not limited to Public Service Loan Forgiveness (PSLF), for the CMHLRP contract period; and
- M. is not excluded from, or terminated by, the federal Medicare or Medicaid programs; and
- N. is currently in good standing with the New York State Department of Education; and
- O. is not in breach of any health professional service obligation to any federal, state, or local government and does not have any judgments liens arising from federal or state debt; and
- P. is not delinquent in child support payments; and
- Q. must notify the EMPLOYER if the EMPLOYEE needs to modify any aspect of the service obligation including but not limited to reassignment and/or changes in service location so that the EMPLOYER can receive prior approval in writing from OMH; and
- R. shall comply with all requirements of the 3-year service obligation associated with the CMHLRP, and that failure to do so may cause EMPLOYEE to no longer be eligible for additional payments under this agreement and will require repayment in full of any and all funds received from the award. If the EMPLOYEE knows they are unable to comply with all requirements of the 3-year service obligation, they must notify the EMPLOYER immediately; and
- S. understands that they should consult with tax professionals regarding any tax implications related to receiving the CMHLRP award; and
- T. will abide by the recoupment plan for returning paid funds should the 3-year service obligation not be completed [**ENTER SPECIFICS OF RECOUPMENT MECHANISM/REPAYMENT PLAN – This recoupment method must be legally binding and enforceable in court**].

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Payment Terms

**[ENTER SPECIFICS OF PAYMENT SCHEDULE/TERMS FOR THE EMPLOYER TO PAY OUT TO THE EMPLOYEE – TIMING, AMOUNTS, ETC.]**

IN WITNESS THEREOF, this agreement has been entered into by the EMPLOYER and the EMPLOYEE as of **[START DATE OF AWARD CONTRACT]**.

Representative of EMPLOYER:

EMPLOYEE:

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE