

**ATTACHMENT 12 - EXHIBIT 1**

**Solicitation of Interest # 20283**

Nurses Across New York Loan Repayment Program – Cycle I

THIS ADDENDUM (“Addendum”), is entered into and made a part of the Employment Contract dated as of \_\_\_\_\_, 20\_\_\_\_ (“Employment Contract”), between \_\_\_\_\_ (“Facility”), and \_\_\_\_\_ (“Nurse”).

WHEREAS, pursuant to the New York State Public Health Law (“PHL”) Section 2807-m, the New York State Department of Health (“NYSDOH”) has created the Nurses Across New York (“NANY”) initiative which make funds available to help recruit nurses to and encourage them to remain in medically underserved areas of the State of New York (“State”); and

WHEREAS NANY grant funds are provided to eligible nurse and eligible health care facilities on a first-come-first-served basis in exchange for the nurse’s commitment to work in a medically underserved area of the State for a three-year period (the “NANY Service Obligation Period”); and

WHEREAS, pursuant to PHL Section 2807-m, NANY grant funds can be provided to:

1. A nurse to repay qualified educational debt, or
2. An eligible health care facility to recruit or retain a nurse by providing the nurse with funds to repay outstanding qualified educational debt: and

WHEREAS, pursuant to the NYSDOH, Office of Primary Care and Health Systems Management, Center for Health Care Policy and Resource Development, Division of Workforce Transformation Solicitation of Interest # 20283 NANY Cycle I, the Facility has received a NANY grant in the amount of \$\_\_\_\_\_,000 (the “NANY Grant”), to enable the Facility to enhance the financial terms of the Employment Contract for the NANY Service Obligation Period (August 1, 2023, through July 31, 2026) by providing nurse’s the full amount of the NANY Grant, as follows:

\_\_\_\_\_  
\_\_\_\_\_

*(describe the purpose for which Facility is making NANY Grant funds available to Nurse’s, and manner and schedule of disbursement of NANY Funds);*

NOW, THEREFORE, in consideration of the foregoing, the Facility and the Nurse agree that:

1. The Facility will make the entire amount of the NANY Grant available to the Nurse for the purpose(s) described above, in consideration of the Nurse's agreement faithfully to fulfill the Nurse's obligations under the Employment Contract, including during the NANY Service Obligation Period.
2. If, for any reason, the Nurse does not fulfill Nurse's obligations under the Employment Contract during the entire NANY Service Obligation Period, the Nurse will be legally liable and responsible to repay to the Facility the full amount of the NANY Grant, together with any penalty amounts, required to be repaid by the Facility to the NYSDOH, as described in the Default Penalty Attestation attached hereto and previously provided to the Nurse and attested to by the Nurse and the Facility.

IN WITNESS WHEREOF, this Addendum to the Employment Contract has been entered into

by the Nurse and on behalf of the Facility as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FACILITY:

NURSE:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

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

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

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