

## **DC HEALTH PROFESSIONAL LOAN REPAYMENT PROGRAM (HPLRP) GUIDELINES**

The Health Professional Loan Repayment Program (HPLRP) Guidelines outline the legislation and regulations governing the Health Professional Loan Repayment Program. The information contained herein represents the most current information regarding program eligibility and program administration. Any subsequent updates to the legislation and regulations governing the Program will be reflected in the Guidelines.

Interested parties can find additional information and materials by visiting the Primary Care Office's webpage on the DC Department of Health's Website (<https://dchealth.dc.gov/service/dc-health-professional-loan-repayment-program-hplrp>), by emailing [HPLRP@dc.gov](mailto:HPLRP@dc.gov) or by calling (202) 442-5892.

### **I. Program Overview**

I. <a href="#">Program Overview</a>
II. <a href="#">Information for Providers</a>
A. <a href="#">Provider Eligibility</a>
B. <a href="#">Provider Applications</a>
C. <a href="#">Program Payments</a>
D. <a href="#">Participation Requirements</a>
E. <a href="#">Contract Renewals</a>
F. <a href="#">Contract Suspension, Waiver and Terminations</a>
G. <a href="#">Breach of Contract and Termination Penalties</a>
III. <a href="#">Information for Sites</a>
A. <a href="#">Site Eligibility</a>
B. <a href="#">Site Certification</a>
C. <a href="#">Site Participation Requirements</a>

The purpose of the DC Health Professional Loan Repayment Program (HPLRP), hereafter referred to as the Program, is to recruit and retain primary, dental, mental health care or specialty or subspecialty professionals (providers) serving in either a Health Professional Shortage Area and or Medically Underserved Area/Population of the District matching their discipline – specialist or subspecialist are required to work in Wards 7 or 8 in a Medically Underserved Area/Population. For Profit facilities in Wards 7 and 8 are eligible provided they accept a minimum percentage of indigent care equivalent to 45% and accept Medicare, Medicaid, Health Care Alliance, or similar public insurance programs or at a threshold determined by the Department of Health, DC Health Director. The Program has been amended and includes several loan repayment tracts, which are described below.

General Primary Care (to include primary care, general mental health care, and general dental health care). The Program provides loan repayments of up to **\$165,040.64** over four years for primary care **Physicians (MD/DO) and general dentists (DDS/DMD)** and **\$90,770.07** to all other eligible providers practicing in HPLRP certified Service Obligation Sites. D.C. Code § 7-751.08. Loan repayment program, amended, (D.C. Code § 7-751.01), and D.C. Register Title 22B, Chapter 61.

OB/GYN Physicians (MD/DO) and Psychiatrists (MD/DO) working in a HPLRP SOS in Wards 7 or 8 are eligible for a Special Initiative up to **\$210,780** in loan repayments - referenced loan repayments amounts are in exchange for four (4) years of service. A minimum service commitment is for two (2) years. Full-time is 1800 hours per year and part-time is a minimum of 900 hours per year. Part-time awards will be ½ of the program tract award.

Specialists in Wards 7 and 8 are eligible to receive an equivalent amount or up to **\$210,780** in loan repayments - referenced loan repayments amounts are in exchange for four (4) years of service. A minimum service commitment is for two (2) years. Full-time is 1800 hours per year and part-time is a minimum of 900 hours per year. Part-time awards will be ½ of the program tract award.

## **II. Information for Providers**

### **A. Provider Eligibility**

#### **1. Eligible Professions**

The following licensed (as applicable) health professionals who have graduated from accredited programs and completed all required post-graduate training are eligible for the HPLRP:

- a. Physicians (MD/DO) who have completed post-graduate training in family practice medicine, general internal medicine, general pediatrics, or osteopathic general practice;
- b. Dentists (DDS/DMD) practicing in general or pediatric dentistry;
- c. Nurse Midwives (CNM), Nurse Practitioners (NP), and Physician Assistants (PA) practicing in primary care specialties;
- d. Registered Nurses (RN);
- e. Registered Dental Hygienists (RDH); and mental health providers including Licensed Clinical Social Workers (LCSW), Health Service Psychologists (HSP)/Clinical Psychologists (CP), Nurse Practitioners (NP), Psychiatric Nurse Specialist (PNS) and Licensed Professional Counselors (LPC).

- f. Physicians (MD/DO) who are participants in the Program who specialize and or who subspecialize and practice in oncology, cardiology, neurology, infectious diseases, pulmonary disease, nephrology, endocrinology, podiatry, ophthalmology, or another medical sub-specialty identified by the Director and provide service in Wards 7 or 8.
- g. Physicians (MD/DO) who practice in obstetrics and gynecology or psychiatry and provide service in Wards 7 or 8 are eligible to receive the Special Initiative program.

## 2. **Basic Eligibility Criteria**

To be eligible for the Program, a provider must:

- a. Be a citizen or permanent resident of the United States;
- b. Be licensed and otherwise eligible to practice in the District of Columbia;
- c. Have no other obligation for health professional services to the federal, state, or local government, unless the obligation will be completely satisfied prior to the beginning of service under the Program;
- d. Propose to practice at a certified HPLRP Service Obligation Site (SOS); and
- e. Primary care providers (previously defined) propose to provide services that correspond to the Health Professional Shortage Area (HPSA) or the Medically Underserved Area/Population (MUA/MUP) in which the provider's SOS is located.
- f. Specialists who practice in their specialty or subspecialty (as previously identified) that work in a Medically Underserved Area/Population (MUA/MUP) in Ward 7 or 8.

## 3. **Eligible Educational Debts**

The Program will pay for the cost of education necessary to obtain the requisite health professional degree, including payments towards the outstanding principal, interest, and related expense of federal, state or local government loans and/or commercial loans obtained by the participant for school tuition, required fees, and reasonable educational expenses defined as costs of education that are required by the school's degree program or an eligible program of study. Such expenses include fees for room, board, transportation and related commuting costs, books, supplies, educational equipment and materials, or clinical travel, which were part of the estimated student budget of the school in which the participant enrolled.

## **B. Provider Applications**

### 1. **Application Cycles**

Unless otherwise indicated, provider applications for the HPLRP are accepted during two application periods, Fall and Spring. Applications will be screened, selected and applicants will be provided written notification of their acceptance into or denial from the Program by the end of the year for the first application period and by June 30<sup>th</sup> for the second application period. Denial notifications will include a justification for the denial.

An applicant who is not accepted into the Program for any reason may re-apply during any subsequent application cycle.

## 2. Application Screening

Provider applications will be screened for eligibility, scored, and ranked by discipline, specialty and service area needs using a competitive scale. An applicant must complete their application and be licensed to practice in DC; however, a high score does not guarantee selection (Please see [Section B.3](#) below). During the screening phase, prioritization will be given to those who are:

- a. Residents of the District of Columbia (DC);
- b. Graduates of accredited DC health professional schools or programs;
- c. Residents of HPSAs or MUA/MUPs within DC;
- d. Applicants who are immediately eligible and available for a commitment to service;
- e. Applicants whose SOS are also qualified Medical Homes DC providers;
- f. Applicants practicing and employed who have fewer than three years of employment at their proposed SOS;
- g. Applicants who have experience practicing at community-based primary care facilities and/or have attended community-based health professional training institutions or programs (such as the AHEC Scholars Program);
- h. Applicants who are proficient in Spanish, Chinese, Vietnamese, Korean or Amharic.
- i. Applicants who are from a disadvantaged background as defined by the Bureau of Health Workforce - <https://bhw.hrsa.gov/glossary#d>

## 3. Application Selection

Qualifying applications will be selected for participation and offered contracts based on funding availability\* and the following considerations:

- a. Achievement and/or maintenance of the target HPLRP participation rates by discipline will be assessed each cycle based on the needs of the District:

- b. Application score: a higher application score shall receive a higher priority.
- c. Degree of need: if the applicant will serve in an area or at a site where there is a documented (or documentable) critical need for the services the applicant will provide, then the application shall receive a higher priority.
- d. Current HPLRP/NHSC participation at SOS: if the numbers of HPLRP and/or National Health Service Corps (NHSC) participants already assigned to the applicant's SOS or organization are high, then the application shall receive a lower priority.
- e. Additional information: information related to the application that is available to or provided to the Primary Care Office may be used in prioritizing applications for selection.

\*Funding availability refers to “net” funding availability as determined by gross funding levels, existing and projected funding commitments, and other funding considerations such as match requirements for Federal funds.

#### 4. Selection Notification Packages and Participant Contracts

Applicants who are selected for participation will be provided with a notification package to include a contract, Internal Revenue Service (IRS) W-9 form and a direct deposit enrollment form (ACH Enrollment Form)/other forms required by DC Center of Excellence in Procurement (Procurement) that must be signed and returned to the Primary Care Office or Procurement by January 15 or August 15, for the first and second application periods, respectively or within two weeks of DC Health sending the contract to the applicant. Once returned to the Primary Care Office, the contract will be signed by the DC Health Director or the designee. The effective start date for the service obligation outlined in the contract is the date on which the contract is signed by the Director or the first day of employment - whichever is later, but not to exceed three months from the date of the Director's signature. No offer or participation is final until the DC Health Director or the designee has signed the contract.

The target contract start dates shall be January 31 for the first application period and no later than August 30, for the second application period.

#### 5. Denials

Denial notification will include a justification for the denial.

#### 6. Retention of Rejected Applications

Applications will be kept on file for two months after applicants have been notified of rejection. An applicant may reclaim his/her application in-person during this time. All application materials will be destroyed at the end of the two-month retention period.

### **C. Program Payments**

#### **1. Repayment Amounts**

- a. Physicians (MD/DO) and dentists (DDS/DMD) in FY 2023 shall be eligible to have 100% of their total debt, not to exceed **\$165,040.64** repaid by the Program over 4 years of contracted service. For each year of participation, the Program will repay loan amounts according to the following schedule:
- i. For the 1<sup>st</sup> year of service, 18% of total debt, not to exceed \$29,707.31;
  - ii. For the 2<sup>nd</sup> year of service, 26% of total debt, not to exceed \$42,910.57;
  - iii. For the 3<sup>rd</sup> year of service, 28% of total debt, not to exceed \$46,211.38 and
  - iv. For the 4<sup>th</sup> year of service, 28% of total debt, not to exceed \$46,211.38 prepaid by the Program over 4 years of originally contracted service.

Physicians (MD/DO) and dentists (DDS/DMD) in FY 2023, working part-time, the Program will repay loan amounts of **\$82,520.32** according to the following schedule:

- i. For the 1<sup>st</sup> year of service, 18% of total debt, not to exceed \$14,853.66
  - ii. For the 2<sup>nd</sup> year of service, 26% of total debt, not to exceed \$21,455.28.
  - iii. For the 3<sup>rd</sup> year of service, 28% of total debt, not to exceed \$23,105.69 and
  - iv. For the 4<sup>th</sup> year of service, 28% of total debt, not to exceed \$23,105.69 prepaid by the Program over 4 years of originally contracted service.
- b. Other full-time health professionals shall be eligible to have 100% of their total debt, not to exceed **\$90,770.07** repaid by the Program over four years of contracted service. For each year of participation, the Program will repay loan amounts according to the following schedule:
- i. For the 1<sup>st</sup> year of service, 18% of total debt, not to exceed \$16,338.61;
  - ii. For the 2<sup>nd</sup> year of service, 26% of total debt, not to exceed \$23,600.22;
  - iii. For the 3<sup>rd</sup> year of service, 28% of total debt, not to exceed \$25,415.62, and
  - iv. For the 4<sup>th</sup> year of service, 28% of total debt, not to exceed \$25,415.62.

Other part-time health professionals in FY2023, working part-time, shall be eligible to have their total debt, not to exceed **\$45,385.04** repaid by the Program over four years of contracted service. For each year of participation, the Program will repay loan amounts according to the following schedule:

- i. For the 1<sup>st</sup> year of service, 18% of total debt, not to exceed \$8,169.31;
- ii. For the 2<sup>nd</sup> year of service, 26% of total debt, not to exceed \$11,800.11;
- iii. For the 3<sup>rd</sup> year of service, 28% of total debt, not to exceed \$12,707.81, and
- iv. For the 4<sup>th</sup> year of service, 28% of total debt, not to exceed \$12,707.81.

c. Section 9 (D.C. Official Code § 7–751.08 (a-1) :

Full-time Physicians (MD/DO) who specialize and practice in obstetrics and gynecology, psychiatry, or other medical specialties specifically identified by the Director shall be eligible to have 100% of their total debt, not to exceed **\$210,780** prepaid by the Program over 4 years of service; provided, that the participants provide full-time service in Ward 7 or 8. For each year of participation, the Program will repay loan amounts according to the following schedule:

- i. For the 1<sup>st</sup> year of service, 18% of total debt, not to exceed \$37,940.40
- ii. For the 2<sup>nd</sup> year of service, 26% of total debt, not to exceed \$54,802.80.
- iii. For the 3<sup>rd</sup> year of service, 28% of total debt, not to exceed \$59,018.40; and
- iv. For the 4<sup>th</sup> year of service, 28% of total debt, not to exceed \$59,018.40.

Part-time Physicians (MD/DO) who specialize and practice in obstetrics and gynecology, psychiatry, or other medical specialties specifically identified by the Director shall be eligible to have 100% of their total debt, not to exceed **\$105,390** prepaid by the Program over 4 years of service; provided, that the participants provide part--time service in Ward 7 or 8. For each year of participation, the Program will repay loan amounts according to the following schedule:

- i. For the 1<sup>st</sup> year of service, 18% of total debt, not to exceed \$18,970.20
- ii. For the 2<sup>nd</sup> year of service, 26% of total debt, not to exceed \$27,401.40.
- iii. For the 3<sup>rd</sup> year of service, 28% of total debt, not to exceed \$29,509.20; and
- iv. For the 4<sup>th</sup> year of service, 28% of total debt, not to exceed \$29,509.20.

d. Section 9 (D.C. Official Code 7-751.08), amended.

Physicians (MD/DO) who are full-time participants in the Program and who specialize and practice in or who sub-specialize and practice in oncology, cardiology, neurology, infectious diseases, pulmonary diseases, nephrology, endocrinology, podiatry, ophthalmology, or another medical sub-specialty identified by the Director shall be eligible to have 100% of their total debt, not to exceed **\$210,780** repaid by the Program over 4 years of service; provided, that the participants provide full-time service in Ward 7 or 8. For each year of participation, the Program will repay loan amounts according to the following schedule.

- i. For the 1<sup>st</sup> year of service, 18% of total debt, not to exceed \$37,940.40
- ii. For the 2<sup>nd</sup> year of service, 26% of total debt, not to exceed \$54,802.80.
- iii. For the 3<sup>rd</sup> year of service, 28% of total debt, not to exceed \$59,018.40;  
and
- iv. For the 4<sup>th</sup> year of service, 28% of total debt, not to exceed \$59,018.40.”

Physicians (MD/DO) who are part-time participants in the Program and who specialize and practice in or who sub-specialize and practice in oncology, cardiology, neurology, infectious diseases, pulmonary diseases, nephrology, endocrinology, podiatry, ophthalmology, or another medical sub-specialty identified by the Director, shall be eligible to have 100% of their total debt, not to exceed **\$82,520.32** repaid by the Program over 4 years of service; provided, that the participants provide full-time service in Ward 7 or 8. For each year of participation, the Program will repay loan amounts according to the following schedule.

- i. For the 1<sup>st</sup> year of service, 18% of total debt, not to exceed \$14,853.66
- ii. For the 2<sup>nd</sup> year of service, 26% of total debt, not to exceed \$21,455.28
- iii. For the 3<sup>rd</sup> year of service, 28% of total debt, not to exceed \$23,105.69;  
and
- iv. For the 4<sup>th</sup> year of service, 28% of total debt, not to exceed \$23,105.69.”

The Director is permitted to increase the dollar amount of the total loan repayment annually to adjust for inflation. \*Loan Repayment amounts may change annually to adjust for inflation.

## 2. Payment Disbursement Schedule and Invoice Process

The Department shall disburse, within 90 days of the start of the contract or within 90 days of the date by which the participant submits an invoice to DC Health, a single lump-sum payment covering the initial two-year cost of the contract (44% of the total eligible debt to be repaid by the Program).

For each year of approved contracted service beyond the two years covered by the initial payment, the Department shall disburse a one-year lump sum payment within 90 days of the start of the additional contract year, or within 90 days of the date by which the participant submits an invoice to DC Health. For more information on extending contract beyond 2 years, please see [Section E](#).

The amounts and schedule of payments will be specified in Section B.2 of the participant contract.



The Participant must submit an invoice to the Department in order to receive payment. The invoices must be submitted, on the forms provided by the Bureau, within 5 days of receipt or no later than 15 days (unless otherwise advised in writing by the Bureau staff). Participants that submit their invoices earlier than 10 days before the start of the period for which they are requesting payment will be asked to resubmit the invoice within the indicated timeframe. Invoices must be signed by both the participant and the SOS's designated HPLRP contact.

The participant shall submit all invoices electronically to [HPLRP@dc.gov](mailto:HPLRP@dc.gov). Invoices will be paid via electronic funds transfer (i.e., direct deposit) into the participant's chosen bank account within 90 days of start of the payment period, pending OCP approval, or within 90 days of the date by which the participant submits an invoice to DC Health. Direct payment vouchers will be authorized on a case-by-case bases.

An invoice for any payment period that begins before August 30 of a given calendar year must be submitted no later than October 30 of that calendar year. Payment for a payment period that started before August 30, and for which an invoice is submitted after October 30 is not guaranteed.

A participant who fails to submit an invoice shall be deemed in breach of contract and shall be subject to the penalties outlined in [Section G](#).

### 3. Tax Exemption for HPLRP Payments

HPLRP payments are DC and Federal income tax-exempt.

## **D. Participation Requirements**

As a condition of participation in the Program, a selected applicant shall enter a contract with the DC Health Director and the designated representative of the SOS agreeing to the following terms and conditions.

Participants shall:

1. Provide a minimum of 2 years of service at the SOS;

For all providers, except for OB/GYN Physicians (MD/DO), family medicine Physicians (MD/DO) who practice obstetrics on a regular basis, and certified nurse midwives (CNM), must provide either full-time or part-time service. Full time service of at least 40-hours per week for 45 weeks per year. The minimum 40-hour week must not be performed in no fewer than 4 days per week, with no more than 12-hours of work performed in any 24-hour period. On-Call status does not count toward the 40-hour week. Any exceptions to the On-Call provision of this

subsection must be approved by the Director of the DC Department of Health prior to the start of the contract. No period of internship, residency, or other advanced clinical training may count toward satisfying a period of obligated service under the Program.

Part time providers, except for OB/GYN Physicians (MD/DO), family medicine Physicians (MD/DO) who practice obstetrics on a regular basis, and certified nurse midwives (CNM), must provide service of at least 20-hours per week for 45 weeks per year. The minimum 20-hour week must not be performed in no fewer than 2 days per week, with no more than 12-hours of work performed in any 24-hour period. On-Call status does not count toward the 20-hour week. Any exceptions to the On-Call provision of this subsection must be approved by the Director of the DC Department of Health prior to the start of the contract. No period of internship, residency, or other advanced clinical training may count toward satisfying a period of obligated service under the Program.

2. Section 8 (a)(2) (D.C. Official Code § 7-751.07(1)(2) is amended as follows:

(A) Full-time participants shall provide service of at least 1,800 hours per year. On-Call status shall not count toward the annual 1,800-hour requirement. Exceptions to the 1,800-hour annual requirement or the On-Call provision of this sub-paragraph may be approved by the Director prior to placement.

(B) Part-time participants shall provide service of at least 900 hours per year. On-Call status does not count toward the annual 900-hour requirement. Exceptions to the 900-hour annual requirement or the On-Call provision of this subparagraph may be approved by the Director prior to placement.

- a. At least 32 of the minimum 40 hours per week must be spent providing direct patient care at the SOS for full-time participants;
- b. Up to 8 hours of the minimum 40 hours per week may be spent providing clinical services to patients in alternate settings (e.g., hospitals, nursing homes) as directed by the approved service site, or performing patient care related administrative activities, for full-time participants.
- c. At least 16 of the minimum 20 hours per week must be spent providing direct patient care at the SOS for part-time participants;
- d. Up to 4 hours of the minimum 20 hours per week may be spent providing clinical services to patients in alternate settings (e.g., hospitals, nursing homes) as directed by the approved service site, or performing patient care related administrative activities, for part-time participants.

3. For OB/GYN Physicians (MD/DO) family medicine Physicians (MD/DO) who practice obstetrics on a regular basis, and certified nurse midwives (CNM):
  - a. At least 21 of the minimum 40 hours per week must be spent providing direct patient care at the SOS for full-time providers.
  - b. Up to 19 hours of the minimum 40 hours per week may be spent providing clinical services for patients in alternate settings (e.g., hospitals, nursing homes) as directed by the approved service site, or patient care-related administrative activities.
  - c. At least 10.5 of the minimum 20 hours per week must be spent providing direct patient care at the SOS for part-time participants.
  - d. Up to 9.5 hours of the minimum 20 hours per week may be spent providing clinical services for patients in alternate settings (e.g., hospitals, nursing homes) as directed by the approved service site, or patient care-related administrative activities for part-time providers.
4. Agree to provide reasonable, usual, and customary health services without discrimination and regardless of a patient's ability to pay;
5. Participate in or otherwise bill for services to the Medicare, Medicaid, and Alliance Programs for all eligible claims;
6. Begin the contracted period of service obligation on the date or within 3 months of the Director's signature on the HPLRP Participant Contract.
7. Immediately notify DC Health in writing of any change in employment status at any time during the duration of the service obligation period;
8. Negotiate with each lending institution the terms and conditions of the educational loan repayments and assume responsibility for any penalties associated with late or early repayment;
9. Maintain required licensure and certifications in accordance with the District of Columbia regulations issued by the appropriate licensing authority;
10. Submit an invoice for each payment year to DC Health by email to [HPLRP@dc.gov](mailto:HPLRP@dc.gov) in order to receive disbursements of funds by direct deposit;
11. Participate in surveys to ensure compliance with the terms and conditions of the Program and assess Program effectiveness.
12. Not enter into employment contracts that include non-compete clauses unless cleared by the Director.

13. Comply with all other Program requirements as outlined in the participant contract;
14. Any participant who is found in breach of contract is deemed to have agreed to all penalties set forth in the participant's contract and these Program Guidelines (see [Section G](#) below).

#### **E. Contract Renewals**

A participant in the HPLRP who has completed the original term of HPLRP participation may apply to renew his/her contract, one year at a time, up to a total of four years of contracted service. Renewals will be approved based on the criteria outlined in [Section B.3](#).

A participant seeking to renew his or her contract shall:

1. At least 3 months before the expiration of the original contract or the contract modification, request a 1-year contract modification for each additional year of HPLRP service.
2. At least 30 days before the expiration of the current contract or contract modification:
  - Provide verification of personal and employment information.
  - Provide a letter signed by the participant's employer confirming the participant will continue employment for the period of the proposed contract addendum; and
  - Provide current professional licensing verification.
  - Provide an updated W-9 to OCP;
  - Provide a new ACH form to OCP;
  - Contact Procurement and complete all required forms for vendors.

#### **F. Contract Suspension, Waiver and Termination**

##### **1. Leave and Contract Suspensions**

- a. The service obligation of a Participant may be suspended without penalty, for a period not to exceed 12 months, for the following:
  - i. Extended illness verified by a physician;
  - ii. Family leave or maternity leave, not to exceed 6 months;
  - iii. Suspension from practice pending an investigation; or
  - iv. Termination of employment requiring job search and relocation to another eligible practice site, not to exceed 6 months.

- b. The service obligation of a Participant may be suspended without penalty for a period not to exceed three years for military service;
- c. A suspension shall not relieve the Participant of the responsibility to complete the remaining portion of the service obligation. A suspension shall not be permitted as a matter of course but may be allowed at the discretion of the Director. The Department will not issue any payments during the period of contract suspension.

## 2. Contract Waiver

A waiver of the HPLRP contract shall be granted if the following situation should occur: If the participant suffers from a physical or mental disability resulting in the total and permanent inability of the participant to perform the obligated service, as determined by the Director.

## 3. Contract Terminations

- a. The Director has discretion in choosing to terminate or not terminate a contract;
- b. The Director may terminate a contract with a participant in the Program if, not later than August 16 of the year in which the contract became effective, the participant:
  - Submits a signed written request to terminate the contract, and
  - Repays all amounts of payments paid under the contract.
- c. All obligations of service or payment of damages shall be terminated upon the death of the individual.

## G. Breach of Contract and Termination Penalties

### 1. Breach Penalties

Any participant who fails to complete the service obligation required under the terms of his/her contract will be considered to have breached such contract.

DC Health is entitled to recover from a participant who has breached his/her HPLRP contract the sum of:

- a. The amount paid by the DC Health to the participant for any period of obligated service not served;
- b. An “unserved obligation penalty” defined as the number of months of obligated service not completed multiplied by \$7,500; and

- c. Interest on the above amounts that has accrued during the period of time between the date of the breach and the date of full repayment. The interest rate will be based on the maximum prevailing rate determined by the United States Department of the Treasury.
- d. The minimum participant liability following a breach of contract shall be \$31,000. Any amount that the DC Health is entitled to recover shall be paid within a one-year period starting from the date of the breach.

## 2. Termination Penalties

In the event that a participant requests and is approved to terminate his/her contract according to the requirements set forth in [Section F.3.](#), the penalty to be repaid will be equal to the total amount of payments paid to the participant under the contract.

### **III. INFORMATION FOR SITES**

#### **A. Site Eligibility**

In order for a site's employee(s) to be eligible for loan repayment through the HPLRP, the site must apply and be certified as an HPLRP Service Obligation Site (SOS). An eligible site must provide primary care, mental health and/or dental services to District residents regardless of their ability to pay and that are located in a federally-designated Health Professional Shortage or Medically Underserved Area within the District that corresponds to the services the entity provides (provider discipline must match HPSA discipline) or provide specialty or subspecialty professional services either in a Health Professional Shortage Area and or Medically Underserved Area/Population of the District in Wards 7 or 8.

#### 1. Eligible Facility Types

The following types of facilities are eligible to become Service Obligation Sites:

- a. Nonprofit or public entities;
- b. Department of Health programs;
- c. Department of Behavioral Health programs;
- d. District of Columbia Public School sites;
- e. District of Columbia Department of Corrections site.
- f. A private practice setting or for profit that serves residents of a medically Underserved Area/Population (MUA/P) or Health Professional Shortage Area, and accepts 45% of indigent care patients or total of patients visits, as determined by the Director, participating in Medicare, Medicaid, Health Care Alliance, or similar public insurance programs at this threshold or as determined by the Department of Health; or

- g. Any other District program designated by the director as a service obligation site.

*\*Before submitting an application, a health facility should verify at [HPSAfind.hrsa.gov](http://HPSAfind.hrsa.gov) that it resides in a MUA/P or HPSA appropriate for the services the facility provides.*

## 2. Other Eligibility Requirements

Eligible entities must:

- a. Accept Medicare, Medicaid and Healthcare Alliance.
- b. Charge for services at the usual and customary rates prevailing in the discipline, except that the service site shall have a policy providing that patients unable to pay the usual and customary rates shall be charged a reduced rate according to the service site's **sliding scale fee\*\*** structure that is to be based on federal poverty level guidelines.
- c. Not discriminate based on patients' ability to pay for care or on their payment source.

*\*\*A sliding scale fee is a formal, posted up-front discount policy based on income or ability to pay and is tied to the Federal Poverty Levels (see: <http://aspe.hhs.gov/POVERTY/>). Bad debt write-offs do not qualify.*

## **B. Site Certification**

### 1. Site Certification Applications:

An eligible site that seeks to participate in the Program shall apply for certification by submitting a site certification application. Site certification applications from new sites are accepted on a rolling basis.

### 2. Site Certification Renewal Applications:

An eligible site that seeks to participate in the Program shall submit a site certification application in such form as is provided by the Department of Health. An eligible site that participates in the Program shall submit an application for renewal of its eligibility to participate in the Program no later than September 30<sup>th</sup> of the next even numbered year and every even numbered year thereafter.

## **C. Site Participation Requirements**

A participating Service Obligation Site (SOS) must:

1. Maintain status as a public, non-profit health or for-profit with 45% indigent care entity;

2. Designate an individual to serve as the HPLRP contact at the site. This individual will be responsible for providing data for and signing all invoices and service verification forms that must be submitted by the site's HPLRP providers and for providing data for the site's certification [renewal] applications. This individual should be knowledgeable about providers' hours worked, tasks performed and the insurance status of the patients the providers have served;
3. Provide an employment contract for the HPLRP provider that covers the provider's service obligation under the HPLRP;
4. Ensure that the site has the financial means to cover the costs of the contract, including salary, benefits, and malpractice insurance expenses;
5. Retain and ensure HPLRP participants, for the duration of their service obligation periods, are providing services in a full/part-time capacity (see [Section D](#)) for more information on the full-time 40-hour week work requirement and part-time 20-hour work week requirement, consistent with the Participant's professional credentials, and provide appropriate clinical health services to patients served by the site;
6. Provide HPLRP providers with salaries and benefits that are comparable to other non-HPLRP providers at the organization;
7. Immediately notify DC Health in writing of any breaches of the terms of the HPLRP contract of any HPLRP provider or if the practice site or status of a HPLRP provider changes at any time during the duration of the service obligation period;
8. Maintain status as a DC Health-certified Service Obligation Site (SOS). An eligible site that seeks to participate in the Program shall submit a site certification application in such form as is provided by the Department of Health. An eligible site that participates in the Program shall submit an application for renewal of its eligibility to participate in the Program no later than September 30<sup>th</sup> of the next even numbered year and every even numbered year thereafter.
9. Allow DC Health to conduct surveys to ensure compliance.
10. Participate in DC Health or DC Health-sponsored requests for information, training and surveys to assess Program effectiveness.

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