



## DC HEALTH PROFESSIONAL LOAN REPAYMENT PROGRAM



### 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 Bureau's webpage on the DC Department of Health's Website ([www.doh.dc.gov](http://www.doh.dc.gov) > *Community Health > Primary Care Bureau > HPLRP*), by emailing [HPLRP@dc.gov](mailto:HPLRP@dc.gov) or by calling (202) 442-9168.

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### **I. Program Overview**

The purpose of the DC Health Professional Loan Repayment Program (HPLRP), hereafter referred to as the Program, is to recruit and retain primary care providers to serve in Health Professional Shortage and Medically Underserved Areas of the District. The Program provides loan repayment of up to \$120,000 over four years to eligible providers practicing in HPLRP-certified Service Obligation Sites (D.C. Code § 7-751.01, amended, and D.C. Register Title 22B, Chapter 61).



## 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 who have completed post-graduate training in family practice medicine, general internal medicine, general pediatrics, obstetrics/gynecology, psychiatry or osteopathic general practice;
- b. Dentists practicing in general or pediatric dentistry;
- c. Nurse Midwives, Nurse Practitioners, and Physician Assistants practicing in primary care specialties;
- d. Registered Nurses;
- e. Dental Hygienists; and
- f. Mental health providers including Licensed Clinical Social Workers, Clinical Psychologists, or Professional Counselors.

#### 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. Propose to provide services that correspond to the Health Professional Shortage Area (HPSA) or the Medically Underserved Area (MUA) in which the provider's SOS is located.

#### 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 incurred by the participant 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

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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, January 1 to January 31 and June 1 to June 30. Applications will be screened, selected and applicants will be provided written notification of their acceptance into or denial from the Program by March 1 for the first application period and by September 1 for the second application period. Denial notifications will include a justification for the denial. Applications will be kept on file for two months after the applicants are notified of rejection, and applicants may reclaim their applications during this time.

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 competitively screened and scored using a 100-point scale. An application must score at least 80 points out of 100 to be qualified for participation in the Program; however, a qualifying score does not guarantee participation (Please see [Section B.3](#) below). During the screening phase, points will be awarded 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 MUAs within DC;
- d. Applicants who are immediately eligible and available for service;
- e. Applicants whose SOS are also qualified Medical Homes DC providers or recipients of DOH capital expansion funds;
- f. Applicants 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.

#### **3. Application Selection**

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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 following target HPLRP participation rates by discipline:
  - Sixty percent (60%) of HPLRP participants will be primary health care providers;
  - Twenty percent (20%) of HPLRP participants will be mental health care providers;
  - Twenty percent (20%) of HPLRP participants will be dental health providers.
- 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 Bureau 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) that must be signed and returned to the Primary Care Bureau by March 15 or September 15, for the first and second application periods, respectively. Once returned to the Primary Care Bureau (the Bureau), the contract will be signed by the DOH Director. 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.

The target contract start dates shall be April 1 for the first application period and October 1 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 and dentists shall be eligible to have 100% of their total debt, not to exceed \$120,000, 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:
  - For the 1st year of service, 18% of total debt, not to exceed \$21,600;
  - For the 2nd year of service, 26% of total debt, not to exceed \$31,200;
  - For the 3rd year of service, 28% of total debt, not to exceed \$33,600; and
  - For the 4th year of service, 28% of total debt, not to exceed \$33,600.
- b. Other health professionals shall be eligible to have 100% of their total debt, not to exceed \$66,000, repaid by the Program over 4 years of originally contracted service. For each year of participation, the Program will repay loan amounts according to the following schedule:
  - For the 1st year of service, 18% of total debt, not to exceed \$11,800;
  - For the 2nd year of service, 26% of total debt, not to exceed \$17,200;
  - For the 3rd year of service, 28% of total debt, not to exceed \$18,500; and
  - For the 4th year of service, 28% of total debt, not to exceed \$18,500.
- c. The Director is permitted to increase the dollar amount of the total loan repayment annually to adjust for inflation.

2. Payment Disbursement Schedule and Invoice Process

Payments shall be made directly to the participant on a quarterly basis (i.e. every three months). To receive payment, a participant must submit an invoice - on a form provided by the Bureau – at the start of each service quarter and no earlier than 10 days before the start of the service quarter, unless otherwise advised in writing by the Bureau staff. Participants that submit their invoices earlier than 10 days before the start of the service quarter for which they are requesting payment will be asked to resubmit

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the invoice within the appropriate timeframe. Invoices must be signed by both the participant and the designated HPLRP contact at the SOS.

Invoices shall be submitted 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 45 days of the participant's submission of a service quarter invoice.

An invoice for any service quarter that begins before September 30 of a given calendar year must be submitted by October 30 of that calendar year. Payment for a service quarter that started before September 30 and for which an invoice is submitted after October 30 can not be guaranteed.

A participant who fails to submit an invoice for two (2) consecutive service quarters 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 into a contract with the 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;
2. Provide 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 less 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 this Program;
3. Agree to provide reasonable, usual, and customary health services without discrimination and regardless of a patient's ability to pay;
4. Participate in or otherwise bill for services to the DC Medicare, Medicaid, and Alliance Programs for all eligible claims.;

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5. Begin the period of service on the date of the Director's signature on the HPLRP Participant Contract, or at the initiation of employment at the service obligation site if it is within three months of the date of the Director's signature;
6. 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;
7. Maintain required licensure and certifications in accordance with District of Columbia regulations issued by the appropriate licensing authority;
8. Submit an invoice to DOH on a quarterly basis by email to [HPLRP@dc.gov](mailto:HPLRP@dc.gov) to receive the quarterly disbursement of funds by electronic benefits transfer;
9. Not enter into employment contracts that include non-compete clauses;
10. Comply with all other Program requirements as outlined in the participant contract;
11. Maintain required licensure and certifications in accordance with District of Columbia regulations;
12. 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 or her contract, one year at a time, up to a total of four years of contracted. 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 has continued employment for the period of the proposed contract addendum;
  - Provide current professional licensing verification.

### **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:

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- i. Extended illness verified by a physician;
  - ii. Family leave;
  - iii. Maternity leave, not to exceed 6 months;
  - iv. Suspension from practice pending an investigation; or
  - v. 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 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 Waivers

A waiver of HPLRP contract terms and conditions shall be granted in the following situations:

- a. 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 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.
- b. An obligation of an individual for service or payment of damages shall be terminated upon the death of the individual.

## **G. Breach of Contract and Termination Penalties**

### 1. Breach Penalties

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Any participant who fails to complete the minimum 2-year service obligation required under the terms of their initial contract will be considered to have breached such contract.

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

- a. Amount paid by the DOH 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 with penalty shall be \$31,000. Any amount that the DOH is entitled to recover shall be paid within the one-year period starting on 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 for 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).

#### 1. Eligible Facility Types

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

- a. Nonprofit or public entities that provides 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;\*
- b. Department of Health program that provides primary care, mental health and/or dental services in a federally-designated Health Professional Shortage Area or

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- Medically Underserved Area within the District that corresponds to the services the site provides;
- c. Department of Mental Health program that provides primary care, mental health and/or dental services in a federally-designated Health Professional Shortage or Medically Underserved Area within the District that corresponds to the services the site provides;
  - d. District of Columbia Public Schools that provides primary care, mental health and/or dental services in a federally-designated Health Professional Shortage or Medically Underserved Area within the District that corresponds to the services the site provides;
  - e. District of Columbia Department of Corrections site that provides primary care, mental health and/or dental services in a federally-designated Health Professional Service Area or Medically Underserved Area within the District of Columbia that corresponds to the services the site provides.

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

### 2. Other Eligibility Requirements

Eligible entities must:

- a. Accept Medicare, Medicaid and DC 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<sup>\*\*</sup> structure that is to be based on federal poverty level guidelines.
- c. Not discriminate based on a patient's 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 are not included.*

## **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:

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Site certification must be renewed annually prior to the start of the District's fiscal year (October 1).

Any site employing an active HPLRP-participating provider must submit a Site Certification Renewal Application.

### **C. Site Participation Requirements**

A participating Service Obligation Site (SOS) must:

1. Maintain status as a public or non-profit health 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 financial status of patients the providers have served.
3. Allow DOH to conduct surveys to ensure compliance.
4. Provide an employment contract for each HPLRP provider that covers the period of loan repayment applied for the provider and ensure that the site has the financial means to cover the costs of the contract, including salary, benefits, and malpractice insurance expenses, and retain HPLRP-participating providers for the duration of their HPLRP contracts, in a full-time capacity consistent with the Participant's professional credentials, to provide appropriate clinical health services to all patient populations served by the site;
5. Provide HPLRP providers with salaries and benefits that are comparable to other non-HPLRP providers at the organization.
6. Ensure that HPLRP providers are providing services at this site for a minimum of 40 hours per week (See [Section D](#) for more information on the 40-hour/week work requirement).
7. Immediately notify DOH in writing of any breaches of contractual terms of any HPLRP provider or if the practice site or status of a participating provider changes at any time during the duration of the HPLRP contract;
8. Maintain status as a DOH-certified SOS by submitting annually, before the start of the District's fiscal year (October 1), a Service Obligation Site [Renewal] Certification Application for the duration of the Participant's contract.