



Aug. 17, 2020

Dear Potential Applicant:

You are invited to submit an application to the Pennsylvania Department of Health in accordance with the enclosed Request for Applications (RFA) # **67-114**.

All questions regarding this RFA must be directed in writing to loanrepayment@pa.gov, no later than **Sept. 4, 2020**. All questions must include the specific section of the RFA about which the potential applicant is questioning. Answers to all questions will be posted at <https://www.health.pa.gov/topics/Health-Planning/Pages/Loan-Repayment.aspx> on or before Sept. 11, 2020.

Please submit an application via the on-line Pennsylvania Primary Care Loan Repayment Program Practitioner Application found at the following website <https://www.health.pa.gov/topics/Health-Planning/Pages/Loan-Repayment.aspx> beginning Monday, August, 17 2020. Your completed application must be submitted **before 11:59 pm on Wednesday, Sept. 30, 2020**.

LATE APPLICATIONS WILL NOT BE ACCEPTED REGARDLESS OF THE REASON.

We expect that the evaluation of applications and the selection of Grantees will be completed within six weeks of the submission due date.

Sincerely,

**Lori
Diehl**

Digitally signed
by Lori Diehl
Date: 2020.08.14
07:37:31 -04'00'

Lori Diehl
Director
Office of Procurement

Enclosure

Request for Application

Pennsylvania Primary Care Loan Repayment Program

RFA Number

67-114

Date of Issuance

Aug. 17, 2020

Issuing Office:

Pennsylvania Department of Health
Office of Procurement
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Harrisburg, Pennsylvania 17120-0701

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Pennsylvania Primary Care Loan Repayment Program

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Any Grant resulting from this RFA will include certain standard terms and conditions, which will either be attached as paper appendices or incorporated by reference and may be found at <http://www.health.pa.gov/vendors>. These terms and conditions are listed below:

- Payment Provisions
- Program Specific Provisions
- Standard General Terms and Conditions (Rev. 3/15)
- Audit Requirements (Rev. 2/15)
- Commonwealth Travel and Subsistence Rates (Rev. 4/15)
- Federal Lobbying Certification and Disclosure (Rev. 12/05)
- Pro-Children Act of 1994 (Rev. 12/05)

Request for Applications

Pennsylvania Primary Care Loan Repayment Program

Information for Practitioner Applicants,
Application Procedures
and
Application Instructions

A. Information for Applicants

Act 113 of 1992 established the Primary Health Care Practitioner Program and charged the Pennsylvania Department of Health (Department) with the responsibility of developing a comprehensive program to support the supply and distribution of primary care practitioners. The Primary Health Care Practitioner Program provides funding to the Pennsylvania Primary Care Loan Repayment Program (LRP). Through the LRP, the Department provides loan repayment opportunities as an incentive to recruit and retain primary care practitioners willing to serve underserved Pennsylvania residents. A Federal Health Resources and Services Administration (HRSA) Grant to States for Loan Repayment provides additional funding to the LRP.

Please read the LRP Request for Applications (RFA) in its entirety before proceeding with an application. Applicants should have a complete understanding of the commitment to serve at an LRP-approved community-based primary care medical, dental, or behavioral health center (practice site) and the consequences of failing to fulfill that commitment prior to submitting an application.

1. Introduction

The LRP is administered by the Department's Bureau of Health Planning. The LRP is designed to assist community-based primary health care centers, located in or serving underserved populations, with recruiting and retaining practitioners. The LRP does this by providing Grant funding to primary care practitioners employed at these centers to assist with repayment of their outstanding qualifying educational loans.

Only primary care practitioners licensed in the following disciplines and specialties may apply to the LRP:

DISCIPLINE	SPECIALTY
Physicians <ul style="list-style-type: none"> • MDs • Dos 	<ul style="list-style-type: none"> • Family Medicine • General Internal Medicine • General Pediatrics • Obstetrics/Gynecology • Geriatrics • Psychiatry
Physician Assistants - Certified Certified Registered Nurse Practitioners	<ul style="list-style-type: none"> • Adult Health • Family Health • Pediatrics • Women's Health • Geriatrics • Mental Health & Psychiatry

Certified Nurse-Midwives	N/A
Dentists	<ul style="list-style-type: none"> • General Dentistry • Pediatric Dentistry
Registered Dental Hygienists Public Health Dental Hygiene Practitioners	N/A
Psychologists Licensed Clinical Social Workers Licensed Professional Counselors Marriage and Family Therapists	N/A

Practitioners providing patient care in any other discipline are **not eligible** to apply to the LRP.

Primary care practitioners wishing to submit an application must meet all eligibility requirements stated in this RFA and must be currently employed at an LRP-approved practice site either located in a Federally designated Health Professional Shortage Area (HPSA) or serving a minimum of 30% low-income patients. In return for Grant funding, a participating practitioner must fulfill a two-year full-time or half-time LRP service commitment at the practitioner's LRP-approved practice site.

The LRP seeks practitioners who demonstrate the characteristics for and an interest in serving medically underserved populations and remaining in underserved areas beyond the service commitment. **The primary purpose of the LRP is to increase access to primary care services in underserved areas, not the repayment of educational loans.**

a. Service Commitment

The LRP will provide Grant funds through a Grant Agreement (Agreement) to practitioners to repay their outstanding qualifying educational loans in exchange for providing primary healthcare services at an LRP-approved outpatient primary care practice site for a contracted Grant period of two years. The anticipated Agreement term is **July 1, 2020 to June 30, 2022** subject to the availability of funding.

For the purposes of this RFA, primary healthcare services include basic primary and preventive health services related to family medicine, internal medicine, pediatrics, geriatrics, obstetrics and gynecology, dentistry, or behavioral and mental health that are provided by physicians, physician assistants, certified registered nurse practitioners, certified nurse midwives, dentists, registered dental hygienists, public health dental hygiene practitioners, psychologists, licensed clinical social workers, licensed professional counselors, and marriage and family therapists.

For the purposes of this RFA primary health care services ***do not include*** medical specialty services (such as, but not limited to, hospice, rehabilitation, oncology,

rheumatology, endocrinology, gastroenterology, and cardiology) and dental specialty services (such as, but not limited to, orthodontics, endodontics, and periodontics). Behavioral health centers that limit care to a specific population (such as, but not limited to, individuals with developmental disabilities) would be considered specialty services and not be eligible for the LRP.

1) Full-Time Service Commitment

For full-time practitioners, LRP participation will be contingent upon continuous, full-time practice at an LRP-approved practice site(s) for the period of **July 1, 2020, through June 30, 2022**. Full-time practice is defined as not less than 40 hours per week, 48 weeks per year. Furthermore, the 40-hour week must include not less than four days per week, with not more than 12 hours of work to be performed in any given 24-hour period. Of the 40 hours per week, a minimum of 32 hours must be spent providing direct patient care at the LRP-approved practice site(s). Up to eight hours per week may be spent providing patient care in alternative settings (for example, hospitals, nursing homes, shelters) as directed by the approved sites(s) or performing clinical-related administrative activities. Practitioners who provide obstetric services may spend up to 19 hours a week providing direct obstetric patient care at a hospital. Practitioners do not receive service credit for hours worked over the required 40 hours per week and excess hours cannot be applied to any other work week. Also, time spent while in an “on-call” status will not be counted toward the service commitment.

2) Half-Time Service Commitment

For half-time practitioners, LRP participation will be contingent upon continuous, half-time practice at an LRP-approved practice site(s) for the period of **July 1, 2020, through June 30, 2022**. Half-time practice is defined as a minimum of 20 hours per week (not to exceed 39 hours per week), 48 weeks per year. Furthermore, the 20-hour week must include not less than two days per week, with not more than 12 hours of work to be performed in any given 24-hour period. Of the 20 hours per week, a minimum of 16 hours must be spent providing direct patient care at the LRP-approved practice site(s). Up to four hours per week may be spent providing patient care in alternative settings (for example, hospitals, nursing homes, shelters) as directed by the approved sites(s) or performing clinical-related administrative activities. Practitioners who provide obstetric services may spend up to nine hours per week providing direct obstetric patient care at a hospital. Practitioners do not receive service credit for hours worked over the required 20 hours per week and excess hours cannot be applied to any other work week. Also, time spent while in an “on-call” status will not be counted toward the service commitment. A half-time service commitment is not available to practitioners who are employed full-time.

For the purposes of this RFA, administrative activities are defined as clinical-related administrative, management or other activities and may include charting, training, laboratory follow-up, patient correspondence, attending staff meetings, activities related to maintaining professional licensure and other non-treatment related activities pertaining to the practitioner's LRP-approved practice site(s). Any time spent in a management role is considered to be an administrative activity. The duties of a medical director are also considered primarily administrative and LRP applicants serving in such a capacity must meet the minimum hourly requirements for direct patient care – 32 hours for full-time and 16 hours for half-time. Clinical services provided by an LRP practitioner while precepting students/residents may be counted as direct patient care.

b. Eligibility Requirements

1) To be eligible all applicants must:

- i. Be a U.S. Citizen (either U.S. born or naturalized) or a U.S. National;
- ii. Participate or be eligible to participate as a provider in the Medicare, Medicaid, and Children's Health Insurance Program, as appropriate;
- iii. Meet discipline and specialty-specific education, training and licensure requirements as of **July 1, 2020**, as described in paragraph A.1.c (below); and
- iv. Have provided full-time or half-time primary health care at an LRP-approved practice site since **July 1, 2020**, as described above.

2) The following factors will make an individual *ineligible* for participation:

- i. Having any outstanding service obligation during any part of the service commitment period defined in paragraph A.1.a (above) for health professional or other service to the Federal government (for example, National Health Service Corps (NHSC) Loan Repayment Program obligation, NHSC Scholarship Program obligation or a NURSE Corps Loan Repayment Program obligation) or other entity (for example, a recruitment bonus that obligates you to remain employed at a certain site); or
- ii. History of having breached a prior health professional service obligation to the Federal, state, or local government or other entity.

c. Eligible Disciplines

1) Primary Medical Care

- i. Allopathic (MD) or Osteopathic (DO) Physicians

- a) Board certified or board eligible and practicing primary care in one of the following specialties: family medicine, general internal medicine, general pediatrics, geriatrics, or obstetrics/gynecology (OB/GYN). OB/GYN practitioners must provide prenatal care and obstetric services. Practitioners who practice only gynecology are not eligible to participate in the LRP.
- b) Completed an approved residency program in a primary care specialty defined in Paragraph A.1.c.1)i.a (above).
- c) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license.

ii. Physician Assistants (PA-Cs)

- a) Practicing primary care in one of the following specialties: adult, family, pediatrics, geriatrics, or women's health. Women's Health practitioners must provide prenatal care and obstetric services. Practitioners who practice only gynecology are not eligible to participate in the LRP.
- b) Has a degree or certificate from an accredited physician assistant education program.
- c) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license.

iii. Certified Registered Nurse Practitioners (CRNPs)

- a) Practicing primary care in one of the following specialties: adult, family, pediatrics, geriatrics, or women's health. Women's Health practitioners must provide prenatal care and obstetric services. Practitioners who practice only gynecology are not eligible to participate in the LRP.
- b) Has a degree or certificate from an accredited nursing school.
- c) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license.

iv. Certified Nurse-Midwives (CNMs)

- a) Practicing primary care in obstetrics/gynecology. OB/GYN practitioners must provide prenatal care and obstetric services. Practitioners who practice only gynecology are not eligible to participate in the LRP.

- b) Has a degree or certificate from an accredited nursing school.
- c) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license.

2) Primary Dental Care

i. Dentists

- a) Practicing in general dentistry or pediatric dentistry.
- b) Has a Doctor of Dental Surgery (DDS) or Doctor of Dental Medicine (DMD) degree from an accredited program.
- c) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license.

ii. Registered Dental Hygienists (RDHs)

- a) Has a degree or certification from an accredited dental hygiene training program.
- b) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license.

iii. Public Health Dental Hygiene Practitioners (PHDHPs)

- a) Has a degree or certification from an accredited dental hygiene training program.
- b) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license.

3) Primary Behavioral and Mental Health Care

i. Allopathic (MD) or Osteopathic (DO) Physicians

- a) Board certified or board eligible and practicing psychiatry.
- b) Completed an approved residency or fellowship program in psychiatry.
- c) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license.

- ii. Physician Assistants (PA-Cs)
 - a) Practicing in mental health or psychiatry.
 - b) Has a degree or certificate from an accredited physician assistant education program.
 - c) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license.
- iii. Certified Registered Nurse Practitioners (CRNPs)
 - a) Practicing in mental health or psychiatry.
 - b) Has a degree or certificate from an accredited nursing school.
 - c) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license.
- iv. Psychologists
 - a) Practicing in mental or behavioral health.
 - b) Has a doctoral degree (Ph. D. or equivalent) from an accredited program for applicable discipline.
 - c) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license to practice independently and unsupervised.
- v. Licensed Clinical Social Workers (LCSWs)
 - a) Practicing in mental or behavioral health.
 - b) Has a master's degree or doctoral degree in social work from an accredited program for applicable discipline.
 - c) Possess a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license to practice independently and unsupervised.
- vi. Licensed Professional Counselors (LPCs)
 - a) Practicing in mental or behavioral health.

- b) Has a master's degree or higher with a major study in counseling from an accredited program for applicable discipline.
- c) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license to practice independently and unsupervised.

vii. Marriage and Family Therapists (MFTs)

- a) Practicing in mental or behavioral health.
- b) Has a master's or doctoral degree from an accredited program for applicable discipline.
- c) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license to practice independently and unsupervised.

Additional information about how to apply, evaluation of applications, and Grant awards is set forth in Section B.

This RFA provides interested persons with instructions for submitting applications to the Department. Questions about this RFA or submitting an application can be directed to the LRP Administrator by e-mail at loanrepayment@pa.gov no later than Sept. 4, 2020. Answers to all questions will be posted at: <https://www.health.pa.gov/topics/Health-Planning/Pages/Loan-Repayment.aspx>. Each applicant shall be responsible to monitor the website for new or revised RFA information. The Department shall not be bound by any information that is not either contained within the RFA or formally issued as an addendum by the Department.

In order to do business with the Commonwealth of Pennsylvania (Commonwealth) practitioners selected for an award are required to enroll in the SAP system. Applicants may enroll at www.vendorregistration.state.pa.us/ or by calling toll free at 1-877-435-7363 or locally at 717-346-2676.

2. Availability of Funds

LRP Agreements will be awarded based on the availability of funding. All Agreements will include a commitment of service at an LRP-approved practice site for a period of two years.

Maximum Grant awards for loan repayment for eligible **full-time** practitioners are as follows:

Physician	\$100,000
Dentist	\$100,000
Physician Assistant	\$60,000
Certified Registered Nurse Practitioner	\$60,000
Certified Nurse-Midwife	\$60,000
Registered Dental Hygienist	\$60,000
Public Health Dental Hygiene Practitioners	\$60,000
Psychologist	\$60,000
Licensed Clinical Social Worker	\$60,000
Licensed Professional Counselor	\$60,000
Marriage and Family Therapist	\$60,000

Maximum Grant awards for loan repayment for eligible **half-time** practitioners are as follows:

Physician	\$50,000
Dentist	\$50,000
Physician Assistant	\$30,000
Certified Registered Nurse Practitioner	\$30,000
Certified Nurse-Midwife	\$30,000
Registered Dental Hygienist	\$30,000
Public Health Dental Hygiene Practitioners	\$30,000
Psychologist	\$30,000
Licensed Clinical Social Worker	\$30,000
Licensed Professional Counselor	\$30,000
Marriage and Family Therapist	\$30,000

The amount that the Department agrees to grant for loan repayment will not exceed the total student indebtedness for each individual practitioner. For each year of the Agreement the practitioner will receive 50% of the total award indicated in the Agreement.

a. Grant Payments

Grant funds will be distributed at the end of each year of the service commitment. The LRP will send approved Grant payments directly to the practitioner as per the attached payment provisions.

The practitioner MUST provide verification that all Grant payments received through this program were paid against the outstanding balances of the qualifying educational loans that were approved as part of the Agreement. A verification document must be provided to the LRP within 60 calendar days of receipt of the LRP funds and clearly show that the entire award was applied to the approved loans. The verification document must be an official document or webpage that includes the lender's name, the account holder's name, the loan account number, and must reflect all payments made during the Agreement period. A cancelled check, bank statement or confirmation of a scheduled payment will not be accepted as proof that loan payments were properly applied.

Failure to provide a verification document within 60 calendar days of receipt of LRP funds may result in a breach of the Agreement with penalties imposed on the practitioner as described in Paragraph B.3.b., the Breach of Contract/Default, below.

b. Taxability

- 1) Federal Taxability - Effective with loan repayments received in taxable years beginning after December 31, 2008, the Patient Protection and Affordable Care Act (PL 111-148), Section 10908, excludes assistance provided to participants in state student loan repayment programs for certain health professionals. Paragraph (4) of section 108(f) of the Internal Revenue Code of 1986 is amended to read as follows: "In the case of an individual, gross income shall not include any amount received under section 338(g) of the Public Health Service Act, under a State program described in section 338I of such Act, or under any other State loan repayment or loan forgiveness program that is intended to provide for the increased availability of healthcare services in underserved or health professional shortage areas (as determined by such State)."
- 2) State Taxability – Student loan repayments or the forgiveness of student loan debt received as an inducement to enter or as a result of employment in a certain profession or field are considered taxable compensation for Pennsylvania personal income tax purposes according to the Pennsylvania Department of Revenue. Program participants should seek the advice of a qualified tax counselor regarding this matter.

3. Qualification Factors

Applicants who have a history of not honoring prior legal obligations to the NHSC or LRP will not be selected.

a. Qualifying Loans

An approved LRP practitioner will receive Grant funding to be applied to the principal, interest, and related expenses of outstanding Government (Federal, state, or local) and commercial student loans for undergraduate or graduate education obtained by the practitioner for school tuition, other reasonable educational expenses, and reasonable living expenses. The educational loans must be obtained prior to the date of application to the LRP and must be applicable to the health professions degree attained for qualification for the LRP. The LRP does not provide repayment for educational loans to be utilized in the pursuit of current or future education.

Consolidated or refinanced loans will only be considered for repayment if *each original* loan in the consolidation or refinance would have been considered a qualifying educational loan to the applicant at the time each original loan was granted (and can be documented as such) and the consolidated or refinanced loan is from a government (Federal, state, or local) or commercial student lender. An educational loan that would have been considered an LRP qualifying loan that has been consolidated or refinanced with an ineligible (non-qualifying) debt of the applicant will not be considered for loan repayment. Qualifying educational loans consolidated with loans owned by any other person, such as a spouse or parent, are ineligible for repayment.

1) Non-Qualifying Educational Expenses

Examples of **non-qualifying** educational expenses include:

- i. Eligible education loans owned wholly or in part by any person other than the applicant.
- ii. Loans for which the applicant incurred a service obligation which has not been fulfilled.
- iii. Financial damages or loans obtained to repay damages incurred as a result of a breach of contract with any Federal, state, or local agency or any commercial lending institution.
- iv. Loans for which the associated documentation does not identify the loan as solely applicable to undergraduate or graduate education of the applicant.

- v. Loans not obtained from a government or commercial lending institution.
- vi. Loans that have been repaid in full.
- vii. Personal lines of credit.
- viii. Credit card debt.

The Department will be the final authority in determining qualifying educational loans.

2) Documentation and Verification of Loans

Documentation of loans will be required. Documentation for qualifying educational loans must establish that the loans were made to obtain the education for the qualifying discipline.

Applicants will be required to provide the following documentation for each loan that is being submitted for consideration. It is permissible to submit multiple documents, if necessary, to provide all the required information. Please note that the online application system allows only two documents to be uploaded for each loan. If multiple documents are required, they must be attached as a single document in pdf format.

- i. Account Statement – This document is used to provide current information on qualifying educational loans. Often borrowers receive monthly statements indicating the status of loan balances. This document must:
 - a) Be on official letterhead or other clear verification that it comes from the lender/holder
 - b) Include the name of the borrower
 - c) Contain the account number
 - d) Include the date of the statement (cannot be more than 30 calendar days from the date of LRP application submission)
 - e) Include the current outstanding balance or the current payoff balance
- ii. Disbursement Report – This report is used to verify the originating loan information and must:

- a) Be on official letterhead or other clear verification that it comes from the lender/holder
- b) Include the name of the borrower
- c) Contain the account number
- d) Include the type of loan
- e) Include the original loan date
- f) Include the original loan amount
- g) Include the purpose of the loan

For applicants with Federal loans, a National Student Loan Data System (NSLDS) Aid Summary Report may be uploaded and will satisfy the requirement for the Disbursement Report.

b. Practice Site Information

In order to qualify for the LRP, the applicant must have been continuously employed (full-time or half-time) since July 1, 2020, at a practice site which must be approved by the Department. Employment at multiple practice sites will be considered as long as all practice sites belong to the same parent organization and all are LRP-approved. LRP-approved practice sites will be required to verify employment status prior to an application being selected for an LRP award. To become approved for participation in the LRP, practice sites must be healthcare facilities that provide comprehensive outpatient primary and preventive medical, dental, or behavioral and mental health services to populations residing in HPSAs or that serve a minimum of 30% low-income patients. (For the purposes of this RFA, low-income patients are defined as patients who are uninsured or underinsured and receive services at no charge or utilizing a sliding/discounted fee schedule for patients whose income is at or below 200% of the Federal Poverty Level. Medicaid patients are also counted as low-income patients.)

Examples of community-based healthcare centers include:

- 1) Federally Qualified Health Centers (FQHCs)
- 2) FQHC Look-Alikes
- 3) Free Clinics

- 4) General Dental Clinics
- 5) Certified Rural Health Clinics (RHCs)
- 6) Public Health Departments
- 7) Certified Community Behavioral Health Clinics
- 8) Behavioral Health Outpatient Clinic licensed by the PA Office of Mental Health and Substance Abuse Services
- 9) State Correctional Institutions (with facility HPSA designation)
- 10) Hospital-Affiliated Outpatient Primary Care Practices
- 11) Group or Solo Private Practices

The following are not eligible, even if they are located in a HPSA: Federal, county and local prisons; inpatient hospitals; other inpatient facilities; home-based health care settings; specialty clinics; and clinics that limit care to veterans and active duty military personnel. Also, behavioral and mental health sites that **do not** provide primary care or comprehensive behavioral health services (such as, but not limited to, sites that only provide crisis intervention, addiction treatment, or substance abuse treatment) are not eligible for the LRP.

LRP practitioners may be either employees or independent contractors of the practice site. Contract negotiations are solely the responsibility of the practitioner and are between the practitioner and the practice site. The LRP Agreement is separate and independent from a practitioner's contract with the practice site.

Practitioner applications cannot be submitted until the practice site at which the practitioner is working is LRP-approved and is available in the drop-down menu within the practitioner application system. For practitioners working at multiple practice sites, each practice site must be LRP-approved. Practitioners should verify with their practice site director or administrator that their practice site has been LRP-approved for loan repayment prior to beginning a practitioner application. Practice site applications must be submitted by the practice site director or administrator and can be found at: <https://www.health.pa.gov/topics/Health-Planning/Pages/Loan-Repayment.aspx>.

A list of LRP-approved practice sites current as of the date of this RFA is available at: <https://www.health.pa.gov/topics/Health-Planning/Pages/Loan-Repayment.aspx>. Practice Site Applications submitted after the opening of the Practitioner Application period are not guaranteed to be approved prior to the end of the Practitioner

Application period. Practice sites approved subsequent to the publishing of this RFA will appear in the drop-down menu within the Practitioner Application.

Selecting a practice site where the applicant is not providing clinical services will disqualify the application.

B. Application Procedures

1. General

An online application for the Pennsylvania Primary Care Loan Repayment Program can be found at: <https://www.health.pa.gov/topics/Health-Planning/Pages/Loan-Repayment.aspx>.

Practitioner Applications will be accepted from Aug. 17, 2020, through Sept. 30, 2020. For applications to be considered, a complete online application must be submitted by 11:59 pm on Sept. 30, 2020.

Applications must be received by the Department by the time and date stated in the cover letter.

If it becomes necessary to revise any part of the application guidelines, an amendment will be posted on the Department of Health website <https://www.health.pa.gov/topics/Health-Planning/Pages/Loan-Repayment.aspx>.

The decision of the Department with regard to selection of applicants is final. The Department reserves the right to negotiate separately with competing applicants and the right to reject any and all applications received in response to this RFA.

2. Evaluation of Applications

All applications meeting stated requirements in this RFA and received by the designated date and time will be reviewed by the Department.

A limited number of Agreements will be awarded. The LRP is expected to be highly competitive. The Department anticipates more applicants for loan repayment awards than there are funds available. The LRP anticipates \$1.5 million in funding to award an estimated 50 eligible applicants with loan repayment.

In order to determine which applicants receive funding, consideration will first be given to community need as determined by such factors as:

- The type of practice site, (refer to Paragraph A.3.b);
- HPSA designation;

- Service to low-income populations: and
- The number of unfilled provider positions at that practice site.

Priority will then be given to applicants who:

- Are legal residents of Pennsylvania at the time of application;
- Are graduates of Pennsylvania institutes of education for high school, undergraduate, post graduate and residency programs;
- Have attained their health professional license within the past 10 years;
- Have experience at their current practice site; and
- Have a connection to the community where they are practicing.

The LRP will award funding based on the criteria identified above to the extent that funding is available. Awards will be made as follows, except that the Department may reallocate funds among the categories if sufficient qualified applications in each category are not received:

Primary care medical practitioners	50% of available funding
Dental practitioners	25% of available funding
Behavioral and mental health practitioners	25% of available funding

3. Awards

All applicants will receive official written notification of the status of their application from the Department.

When an applicant is approved for an award, an LRP Grant Agreement will be prepared for signature by the practitioner and the Commonwealth. All Agreements will be administered through the Department.

4. Verification of Service

Monitoring of the service by practitioners shall be conducted on an ongoing basis by the Department. Service Verification Forms will be sent out by the LRP in accordance with the practitioner's payment schedule and must be returned to the Department, countersigned by the practice site director, certifying continuous service by the practitioner. Scheduled Grant payments for loan repayment will not be released until completed Service Verification Forms are received by the Department.

The practitioner is required to maintain practice records in such form and containing such information that the Department may readily determine if the individual has complied with or is complying with the terms and conditions of the Agreement. The Department reserves the right to conduct regular surveys to assure that all practitioners (and their practice sites) are maintaining practices which accept Medicaid, Medicare and Children's Health Insurance Program (CHIP) assignment, fully implement a discounted/sliding fee schedule with discounts for patients whose income is at or less than 200% of the Federal Poverty Level, and do not discriminate based upon ability to pay.

C. Application Instructions

Instructions for the on-line practitioner application for the Pennsylvania Primary Care Loan Repayment Program can be found in a separate document at: <https://www.health.pa.gov/topics/Health-Planning/Pages/Loan-Repayment.aspx>.

PAYMENT PROVISIONS

The Department agrees to pay the Contractor for services rendered pursuant to this Contract as follows:

- A. Subject to the availability of state and Federal funds and the other terms and conditions of this Contract, the Department will provide funding to the Contractor to repay outstanding qualifying educational loans in accordance with Appendix A (including attachments) and any subsequent amendments thereto in exchange for providing the services described in this Contract.
- B. The Department will make annual payments no later than June 30th of each state fiscal year of this Agreement.
- C. The Department will monitor compliance with the Contractor's service commitment by forwarding Service Verification Forms (SVFs) to the Contractor throughout the term of the Contract. The Contractor shall complete and return SVFs, countersigned by the practice site director, within 10 calendar days of the mailing date. Scheduled payments will not be released until completed SVFs are received by the Department. Failure to return SVFs may result in the delay or forfeiture of payment.
- D. The Contractor shall provide the Department, within 90 calendar days of the receipt of funds, official documentation from the lending institution(s) that the entire amount of funds received were applied to the qualifying education loans as described in this Contract. Funds received in excess of the outstanding balance(s) on qualifying loan(s) must be returned to the Department.
- E. The Contractor agrees that noncompliance with the terms and conditions of the Contract shall be grounds for the recapture of funds provided to the Contractor under this Contract. The Contractor shall refund the Department the full amount of funding received under this Contract within three months from the date the Department sends notice of noncompliance. If the Contractor fails to fully refund the Department, in addition to any rights or remedies it may have at law or equity, the Department reserves the right to offset the amount due against any existing or future sums of money owed to Contractor by any Commonwealth agency or department.
- F. The Commonwealth will make payments through the Automated Clearing House (ACH) Network. The Pennsylvania Electronic Payment Program (PEPP) establishes the Automated Clearing House Network as the preferred method of payment in lieu of issuing checks. The PEPP enrollment form may be obtained at: www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf and can be completed online, as applicable.
 1. Within 10 days of award of the Contract or Purchase Order, the Contractor must submit or must have submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM). At the time of submitting ACH information, the Contractor will also be able to enroll to receive remittances via electronic addenda. Within 10 days of award of the Grant Agreement, the Contractor must submit or must have already submitted its ACH information and electronic addenda information, if desired, to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.
 2. It is the responsibility of the Contractor to ensure that the ACH information contained in SRM (for Contracts or Purchase Orders) or in the Commonwealth's Central Vendor Master File (for Grant Agreements) is accurate and complete.

Failure to maintain accurate and complete information may result in delays in payments.

3. In the event this language conflicts with language contained elsewhere in this agreement, the language contained herein shall control.

PROGRAM SPECIFIC PROVISIONS**I. SUSPENSION, WAIVER, OR CANCELLATION**

The LRP expects that a practitioner will fulfill his or her obligation at the LRP-approved practice site identified in the Agreement. If a practitioner feels that he or she can no longer continue working at the LRP-approved practice site, the practitioner should discuss the situation with the LRP Administrator as soon as concerns arise. If the practitioner leaves his or her LRP-approved practice site without prior written approval of the Department, he or she may be placed in default.

Practitioners asked by their employer to work at a practice site that is not listed in the Agreement shall immediately notify the LRP Administrator. Site Applications for additional community-based primary care medical, dental or behavioral health centers must be completed and approved by the Department **prior to** any changes in, or additions to, employment locations.

Practitioners who become unemployed or are informed of a termination date must contact the LRP Administrator immediately. The Department can provide assistance to help unemployed practitioners identify a position at an alternate LRP-approved practice site, so long as the unemployment is not the result of termination for cause.

Practitioners who voluntarily resign from their LRP-approved practice sites without prior approval from the Department or are terminated by their employer for cause will be placed in default and become liable for damages as described in the Breach of Contract/Default section below.

While the LRP will work with practitioners to assist them in avoiding default and fulfilling the service commitment, failure to fulfill the service commitment, regardless of the reason, is a breach of the LRP obligation.

A. Suspension

A suspension of the LRP service commitment may be granted if compliance with the commitment by the practitioner is temporarily impossible or would involve a temporary extreme hardship such that enforcement of the commitment would be unconscionable. Periods of approved suspension of service will extend the practitioner's LRP service commitment end date. Reasons for suspension are:

1. Leave of Absence for Medical or Personal Reasons
2. Maternity/Paternity/Adoption Leave that exceeds 12 weeks
3. Call to Active Duty in the Armed Forces

B. Waiver

A waiver permanently relieves the practitioner of all or part of the LRP service commitment. A waiver may be granted only if the practitioner demonstrates that compliance with the LRP service commitment is permanently impossible or would involve an extreme hardship such that enforcement of the LRP service commitment would be unconscionable. A waiver request must be submitted in writing and include the reasons the waiver is being sought. The practitioner may be required to submit additional documentation necessary to complete the waiver request. Waivers are not routinely granted and require a showing of compelling circumstances.

C. Cancellation

If a practitioner were to die before completing the LRP service commitment, the obligation will be cancelled in its entirety.

D. Withdrawal

An applicant may request the withdrawal of his or her application at any time before an Agreement is fully executed by the Commonwealth. After the Agreement is fully executed, failure to begin or complete the service obligation will be considered a breach of the Agreement and the practitioner will be liable for default penalties.

II. BREACH OF CONTRACT/DEFAULT

Any practitioner who fails to complete his or her term of obligated service under the terms and conditions of the Agreement will be considered to have breached the Agreement and is liable for breach of Agreement penalties.

Practitioners who falsify or misrepresent information on the Application or Verification Forms or other required documents will be disqualified from participating, or, if placement has already occurred, be considered to have breached the Agreement.

If the practitioner's employment is terminated for good cause, as determined by the employer and confirmed by the Department, the practitioner is automatically considered to have breached the Agreement. If the practitioner's employment is terminated for reasons beyond the practitioner's control (for example, closure of the site), the practitioner's LRP service commitment will be temporarily suspended. The LRP will provide assistance in seeking employment at another approved LRP-approved practice site. The LRP will make the final determination as to whether a suspended practitioner is considered to have breached the Agreement or whether the remainder of the LRP service commitment will be waived.

An LRP practitioner who breaches the LRP Agreement will be required to repay the amount of loan repayment Grant assistance received. Therefore, any practitioner placed in breach status shall be liable to repay the total amount of loan repayment Grant assistance received under this program. This amount shall be repaid within 90 calendar days of the date of breach of the Agreement. Failure to pay the debt may result in the debt being reported as delinquent to credit reporting agencies. Any practitioner who has breached an Agreement will not be eligible to apply for the LRP at any time in the future.

If any person who has received funds and has been declared in breach of contract under this program at any time becomes an employee of the Commonwealth, he or she shall be deemed to have agreed, as a condition of employment, to voluntary or involuntary withholding of his or her wages to repay the default amount.

III. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE.

The following language replaces Paragraph 35 of the Standard General Terms and Conditions (Rev. 3/15) in its entirety:

The Grantee agrees:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Grant Agreement or any subgrant Agreement, Contract, or subcontract, the Grantee, a subgrantee, a Contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable Federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- B. The Grantee, any subgrantee, Contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws, against or intimidate any of its employees.
- C. Neither the Grantee nor any subgrantee nor any Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws, in the provision of services under the Grant Agreement, subgrant Agreement, Contract or subcontract.
- D. Neither the Grantee nor any subgrantee nor any Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- E. The Grantee, any subgrantee, Contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the Grant services are performed shall satisfy this requirement for employees with an established work site.
- F. The Grantee, any subgrantee, Contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws, against any subgrantee, Contractor, subcontractor or supplier who is qualified to perform the work to which the Grant relates.
- G. The Grantee and each subgrantee, Contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable Federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, Contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have Federal government Contracts of first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any Contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- H. The Grantee, any subgrantee, Contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant Agreement, Contract or subcontract so that those provisions applicable to subgrantees, Contractors or subcontractors will be binding upon each subgrantee, Contractor or subcontractor.
- I. The Grantor's and each subgrantee's, Contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Grant Agreement through the termination date thereof. Accordingly, the Grantee

and each subgrantee, Contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Grant Agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

- J. The Commonwealth may cancel or terminate the Grant Agreement and all money due or to become due under the Grant Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, Contractor, or subcontractor in the Contractor Responsibility File.

IV. ADDITIONAL PROVISIONS RELATING TO NONDISCRIMINATION/SEXUAL HARASSMENT.

The following language replaces Paragraph 36 of the Standard General Terms and Conditions (Rev. 3/15) in its entirety:

The Grantee agrees:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of religion, age, handicap or national origin, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. Neither the Contractor nor any subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any of its employees on account of religion, age, handicap or national origin.
- C. The Grantee, any subgrantee, Contractor or any subcontractor shall not discriminate by reason of religion, age, handicap or national origin against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- D. The Contractor and any subcontractors shall ensure that any services or benefits available to the public or other third parties by way of this Contract shall not be denied or restricted for such persons due to race, creed, color, religion, gender, sexual orientation, gender identity or expression, age, handicap, or national origin (national origin protections include persons who are limited English proficient) consistent with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, The Age Discrimination Act of 1975, applicable provisions of the Omnibus Reconciliation Act of 1981 and Pennsylvania Management Directive 215.16.
- E. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Diversity, Inclusion and Small Business Opportunities for purposes of investigation to ascertain compliance with the provisions of this Additional Provisions relating to Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Diversity, Inclusion and Small Business Opportunities.
- F. The Commonwealth may cancel or terminate the Grant Agreement and all money due or to become due under the Grant Agreement may be forfeited for a violation of the terms and conditions of this Section IV, Additional Provisions Relating To Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, Contractor, or subcontractor in the Contractor Responsibility File.

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V. MINIMUM PERSONAL COMPUTER HARDWARE, SOFTWARE, AND PERIPHERALS REQUIREMENTS (REV. 1/19)

In accordance with the Department's Bureau of Informatics and Information Technology standards:

- A. The Contractor shall adhere to the minimum specifications for all personal Computer purchases or leases made with funds involved with this Contract. The Department's standards are specifically addressed in paragraph D below.
- B. If the Contractor has an exclusive vendor, obtained through a competitive bidding process, from whom all office equipment and related items are purchased, the Contractor shall utilize said vendor. If such exclusive vendor is not used by the Contractor, then three competitive price estimates shall be procured and documented by the Contractor before the personal computer hardware and software shall be purchased. A letter stating which of the above methods is used to satisfy this requirement shall be forwarded to the program staff at the Department within 30 days of the aforementioned purchase. This section supersedes Paragraph 37A of the incorporated document entitled, "Standard General Terms and Conditions" (Grant Agreement) or Paragraph 24A of the incorporated document entitled, "Additional Contract Terms and Conditions" (Contract Agreement).
- C. The Contractor shall be responsible for returning any personal computer hardware, software, and peripherals to the Department within 120 days of the Contract's termination. Should the parties agree to extend the Contract term, or enter into a new Contract, either of which shall only be evidenced by further written agreement, the Contractor may be allowed to continue to maintain possession of said equipment at the Department's discretion.
- D. The parties agree that during the Contract term, the minimum computer configurations shall be in accordance with the current Commonwealth minimum personal computer configurations in effect at the time of the computer purchase to ensure compatibility with the Commonwealth network. The minimum personal computer configurations are as follows:

Intel Core i7-7700 Processor (8M Cache, up to 4.20 GHz)
8 Gigabytes (GB) of RAM
256 Gigabytes (GB) Solid State Drive
23" FP Monitor
Intel Gigabit LAN 10/100/1000 Network Interface Card (NIC)
USB Windows keyboard
USB Optical mouse
Sound bar
Windows 10
64-bit Operating System

- E. Contractor shall use Industry Best Practices to secure and protect personal computer systems including but not limited to the use of virus protection, firewall, spyware and intrusion detection software and keep such software up to date with current recommended updates.
- F. Contractor shall keep all Personal Computer Operating Systems and third (3rd) Party Personal Computer Software patched with manufacturer recommended critical security patches.

- G. Contractor shall use Industry Best Practices to backup, secure and protect all data collected on personal computer systems on behalf of the Commonwealth. Contractor shall ensure that for all confidential or protected data that the Commonwealth requirements for encryption of data are met. Refer to Commonwealth Information Technology Policies Bulletins for Security at:

<https://itcentral.pa.gov/Pages/IT-Policies.aspx>

- H. Personal Computers under this Contract that connect with Commonwealth Information Technology systems or that may during their lifecycles connect with those systems must comply with applicable standards published by the Commonwealth in their Information Technology Bulletins (IFBs) which can be found at the following location:

<https://itcentral.pa.gov/Pages/IT-Policies.aspx>

If there is a need to deviate from these standards/policies, Contractor seeking a waiver must contact the Project Officer.