

**MASSACHUSETTS LOAN REPAYMENT PROGRAM FOR HEALTH PROFESSIONALS**  
**Program Guide**

**Updated August 2016**  
**Application deadline September 30, 2016**  
**HEALTH CARE WORKFORCE CENTER**  
**MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH**

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# Massachusetts Loan Repayment Program for Health Professionals

## Program Overview

The Massachusetts Department of Public Health (DPH) Health Care Workforce Center through the Massachusetts Loan Repayment Program for Health Professionals (MLRP) seeks to assist qualified healthcare organizations in recruiting or retaining health professionals by funding repayment of educational loans incurred by the health professional. In return, the health professional makes a commitment to work at the eligible healthcare organization for a specified period of time.

The MLRP was initiated in 1990 with funding provided by the U.S. Department of Health and Human Services under Section 338I of the Public Health Service Act. More recently, additional state dollars support awards funded solely with state funding to address Massachusetts-specific high needs within the MLRP. The MLRP accepts applications submitted **jointly** by eligible health professionals and the eligible healthcare organizations (“employers”). Applications are approved through a review process that includes community need and other qualification criteria.

The overall goal of the MLRP is to provide educational loan repayment as an incentive for health professionals to practice in communities where significant shortages of health care providers and barriers to access have been identified. The Health Care Workforce Center at DPH currently administers two separate components of the MLRP as described below. Both components below require that eligible health professionals make a commitment of two years of full time work, or the equivalent extended commitment of part time work (e.g. a 20-hour work week will mean a 4-year contract), providing services in an eligible health care organization.

**Component A:** Loan repayment funds are available for a range of health professionals providing primary health care services such as physicians, nurse practitioners, physician assistants, mental health providers, oral health care providers and pharmacists. These health professionals must be employed by or have a contract to work in eligible public or nonprofit healthcare organizations, located in a federally designated Health Professional Shortage Area (HPSA). This component is supported by a combination of federal and state funds and up to 50% of Component A awards may be financed with federal funding. *This project is supported in part by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number H56HP00093 Bureau of Clinician Recruitment and Service, Grants to States for Loan Repayment. The information or content and conclusions in this document are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.*

**Component C:** This is a Massachusetts initiated health care workforce loan repayment program for physicians, physician assistants, nurse practitioners, and behavioral and mental health (including substance use disorder) clinicians providing primary care was established by MGL Chapter 224 in the Acts of 2012 Section 25N as part of the Health Care Workforce Center. This Component was first funded in the FY 2009 state budget, and is supported solely by available

state funds. Its goal is to expand beyond the federal need and respond to Massachusetts state-specific needs.

## Basic Site Eligibility

### Basic Applicant Requirements

All applicants must:

- Be a United States Citizen (Component A) OR be a United States Citizen or legal permanent resident (Component C).
- Practice primary care in one of the eligible disciplines.
- Be committed to building a long-term primary care practice in an underserved community and remain with their employer for their contracted commitment and meet the hourly requirement for direct clinical contact during the entire service obligation.
- Have completed a course of study required to practice independently without supervision.
- Have a current and non-restricted license to practice in the Commonwealth of Massachusetts. Any licensed health professional with knowledge of a current investigation into his/her professional conduct must wait until the investigation is completed before applying.
- Have completed any other service commitments.
- Understand that the MLRP contracts directly with the awardee (health professional) for a minimum of two years or 24 months of full-time employment, from the time of MLRP-contract initiation, and up to four years and that:
  - a. Contract awards are up to \$50,000, depending upon discipline, for each two-year full time contract, or the pro-rated part time equivalent.
  - b. Payment through [Electronic Funds Transfer](#) is required as part of the contract.

### Basic Site and Employer Requirements

Practice sites (and sponsoring healthcare organizations, if different) must be public or nonprofit outpatient facilities, deliver primary health care services, accept public insurance, and offer discounted services to low-income, uninsured patients on a sliding fee scale (<http://aspe.hhs.gov/poverty/>).

All employers must:

- Continue to employ the health professional throughout their loan repayment contract period.
- Review and abide by the material in this program guide.
- Not use the MLRP award to offset participants' salaries or any of their compensation package. The MLRP award is in addition to participants' salaries which must be based on prevailing rates.
- Provide their Medicaid billing number.
- Agree not to discriminate in the provision of services to individuals based on their ability to pay, race, color, gender, national origin, disability, religion, or sexual orientation.
- Provide a supportive environment for clinicians, facilitating mentorship, professional development, and training.
- Use a clinician credentialing process including reference review, licensure verification, and a query of the National Practitioner Data Bank.

No more than three applications per employer will be reviewed. The employer must designate a single representative contact when multiple applications are submitted to the MLRP. The submission of an application, or of multiple applications per organization, does not guarantee an award.

## **Program Timeline**

Applications for the MLRP summer 2016 cycle will be accepted through September 30<sup>th</sup>, 2016. Applications must be postmarked no later than September 30 in order to be accepted for review. Award notifications are anticipated to be made in November 2016.

## **Awards**

Applicants will be notified in writing regarding approval for an award and the award amount. Awards will be issued electronically to the health-professional's bank account and must be used directly toward repayment of the student loan(s) identified for the contract. Awards made through the MLRP are exempt from federal and state taxation. Please consult your tax information resources.

### *Award Amount*

Health professionals may be awarded up to \$50,000 per contract. Award amounts depend upon available program funding (partial funding may be awarded) and the discipline of the applicant. Applicants will not be awarded more than their outstanding loan amount.

- Dentists, nurse practitioners, physicians, physician assistants, and psychologists are eligible for up to \$25,000 per year (\$50,000 total award for a two year full-time practice contract).
- All other qualified health professionals are eligible for up to \$20,000 per year (\$40,000 total award over two years).
- Applicants may re-apply to the MLRP when their contract is complete. Repeat applicants may not receive more than \$100,000 in total contract funding over time.

The award is contingent upon contract compliance, completing essential paperwork throughout the contract period, providing service verification, and participating in MLRP evaluation and satisfaction surveys.

## **Qualifying Educational Loans**

Component A: Qualifying educational loans are government and commercial loans for actual costs paid for tuition and reasonable educational and living expenses related to the undergraduate or graduate level education of the participant leading to a degree in the health profession in which the participant will satisfy his or her MLRP service commitment. Applicants must provide a copy of all qualifying loan documentation (e.g., promissory notes). Government loans are loans that are made by federal, state, county or city agencies that are authorized by law to make such loans. Commercial loans are defined as loans made by banks, credit unions, savings and loan associations, insurance companies, schools, and other financial or credit institutions which are subject to examination and supervision in their capacity as lenders by an agency of the United States or of the State in which the lender has its place of business.

Educational loans not eligible for repayment:

- Loans that were consolidated with any other type of debt (non-educational) or another person's debt.
- HRSA [Primary Care](#) Loans.
- ParentPlus loans.

- Loans from a family member or friend.
- Personal lines of credit.
- Loans not obtained from a government entity or commercial lending institution.
- Loans that have been repaid in full.
- Loans for which the associated documentation does not identify the loan as applicable to undergraduate or graduate education (Component A) or graduate education (Component C).

## **Application Requirements**

Applications must be complete in order to be reviewed. Any history of non-compliance by the applicant, or employer (and site, if different) with respect to this program or any comparable program operated or funded by the DPH will be considered as part of the evaluation criteria.

Applications will be reviewed and awards will be prioritized to address areas of greatest need, including, but not limited to:

- The need for particular language skills and/or other services in the community that match the health professional's language or cultural skill, and/or or other training or certification providing certain behavioral/mental health care services;
- The length of time that the healthcare site and community have been in need of the service provided by the health professional, the overall community need for the service including linguistic needs, and/or the health professional's tenure at the healthcare organization;
- Rural areas as defined by the State Office of Rural Health's rural definition.

The applicant agrees to the following if awarded loan repayment by the MLRP:

- Timely and accurate response to MLRP requests for information such as loan payment verification and employment/service verification at the approved site;
- Responsiveness to other relevant MLRP inquiries.

The MLRP reserves the right to amend or change this program guide, including criteria for eligible health care organizations and sites depending on assessment of workforce needs and amendments to federal and/or state law.

<i>Eligible Health Professional By Component</i>		
<b>Profession</b>	<b>A</b>	<b>C</b>
<b>DDS/DMD</b> General Practice Dentists, including Pediatrics (D.D.S. or D.M.D.)	✓	
<b>DO &amp; MD</b> Doctors of Osteopathic and Allopathic Medicine: family medicine and osteopathic general practice, geriatrics, internal medicine, pediatrics, psychiatry, obstetrics, gynecology, who have completed a residency training program	✓	✓
<b>HSP</b> Health Service Psychologists: Clinical or Counseling Psychologists (Ph.D. or equivalent)	✓	✓
<b>LADC-1</b> Licensed Alcohol and Drug Counselor (master's level)		✓
<b>LiCSW</b> Licensed Clinical Social Workers (master's or doctoral degree in social work)	✓	✓
<b>LPC</b> Licensed Professional Counselors (master's or doctoral degree with a major study in counseling)	✓	✓
<b>MFT</b> Marriage and Family Therapists (master's or doctoral degree with a major study in marriage and family therapy)	✓	✓
<b>MHC</b> Mental Health Counselors	✓	✓
<b>APRN Advanced Practice Registered Nurse (APRN)</b> These are Certified Nurse Practitioners (certifications may include adult, family, geriatrics, pediatrics, psychiatric and women's health) Certified Nurse Midwives, Psychiatric Clinical Nurse Specialists, and those Clinical Nurse Specialist who are providing primary care. All APRNs must have a Massachusetts registered nurse license, APRN authorization and maintain current certification.	✓	✓
<b>PA Physician Assistant</b> Adult, family, pediatrics, geriatrics, psychiatry/mental health, women's health	✓	✓
<b>RDH</b> Registered Dental Hygienists	✓	
<b>PharmD</b> Clinical Pharmacist must be practicing in a federally designated HPSA (dental, medical or, mental health care) and a: <ul style="list-style-type: none"> <li>• Critical Access Hospital (CAH) affiliated with a qualified outpatient service</li> <li>• Small Rural Hospital affiliated with an outpatient service, as defined in Massachusetts hospital regulations</li> <li>• Community Health Centers located in rural areas as per the State Office of Health definition of rural.</li> </ul>	✓	

## ***Component A***

### ***Eligibility***

The Health Professional must:

- A. Be a United States Citizen.
- B. Have a current and non-restricted license to practice in the Commonwealth of Massachusetts and affirm that to the best of his/her knowledge, there is no pending investigation or disciplinary proceeding related to this license.
- C. Agree to provide primary care services as defined in the program guide and agree not to discriminate on the basis of the patient's ability to pay for such care.
- D. Not have a judgement lien against his/her property for a debt to the United States.
- E. Not have defaulted on any federal or state payment obligations. This includes obligations where the creditor now considers him/her to be in good standing.
- F. Not have breached a prior service obligation to the military, federal/state/local government or other entity. This includes any obligation that has subsequently been satisfied.
- G. Not have any federal debt written off as uncollectible (pursuant to 31 U.S.C. 3711(a)(3)) or had any federal service or payment obligation waived.
- H. Not owe a service or contractual obligation to any federal/state/local government or other entity for health professional service.
  - a. Conflicting health professional service may include incentive programs that benefit the employer and the health professional.
  - b. Certain bonus clauses in employment contracts may impose a service obligation. Having another (simultaneous) service obligation is disallowed at any time during the MLRP contract-service-period, whether the non-MLRP obligation was incurred before or following initiation of the MLRP contract.
    - i. Exception: Individuals in a reserve component of the Armed Forces are eligible to participate in the MLRP. Placement opportunities may be limited by the MLRP in order to minimize the impact that a deployment would have on the vulnerable populations served by the reservist.
    - ii. Military training or service performed by reservists will not satisfy the MLRP service commitment. If a participant's military training and/or service, in combination with the participant's other absences from the service site, will exceed approximately 7 weeks per service year, the participant should request a suspension of his/her service obligation. The MLRP service obligation end date will be extended to compensate for the break in MLRP service.
    - iii. If the approved MLRP site where the reservist is serving at the time of his/her deployment is unable to reemploy that reservist, the MLRP will reassign the participant to another MLRP-approved service site to complete his or her remaining MLRP service commitment. Because it is sometimes difficult to identify short-term assignments, a participant may be asked by the service site to sign an employment contract which extends beyond the completion date of his or her MLRP service commitment.
- I. Make lender information available to the MLRP for the purpose of verifying outstanding loan amounts, and confirming the use of the award toward the health professional's outstanding loan balance.

- J. Post award funds to the relevant outstanding loan within thirty (30) days of the award installment to the health professional's bank account, and must provide evidence to the MLRP that the entire award was posted to the educational loan account as required.
- K. Notify the MLRP at least two weeks prior to the start of a scheduled leave of 30 days or more (e.g., family, medical, personal, military). The following information should be included in the notice: type of leave, start date, end date or estimated end date, and whether the leave is paid or unpaid. The time spent on extended leave from clinical practice will not count toward the health professional's MLRP obligation. In this event, the MLRP will extend the end date of this contract to ensure that the health professional delivers 24 months of clinical primary health care services.
- L. Maintain current contact information on file with the MLRP including bank information, email, telephone, and USPS mailing address. Notify the MLRP within ten days of a change of any of this information or other relevant contractual information.
- M. After the contract term has ended, respond to reasonable requests for information from the MLRP regarding practice type, site, and professional experiences in order to facilitate periodic evaluation of the MLRP.

#### Clinical Practice Requirements

- A. "Full-time clinical practice" is defined as a minimum of 40 hours per week in a clinical practice, for a minimum of 45 weeks per service year.
- B. Part-time practice must be at least 20 hours per week (but not more than 39 hours per week) in exchange for an increase in the period of the service commitment contract (e.g. a 20-hour work week will mean a 4-year contract), for a minimum of 45 weeks per service year.
- C. Time spent in an "on call" status does not count toward the 40-hour requirement. Participants do not get service credit for hours worked over the required 40 hours/week.
- D. Administrative or other non-clinical activities (e.g., teaching, research, attending staff meetings) must not exceed 8 hours per week.
  - a. **For all health professionals except noted in (b) below:** At least 32 of the minimum 40 hours per week must be spent providing direct patient care in the outpatient ambulatory care setting(s) at the approved service site(s), during normally scheduled office hours. The remaining 8 hours per week must be spent providing clinical services for patients in the approved service site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved service site, or performing practice-related administrative activities.
  - b. **For OB/GYN physicians and Certified Nurse Mid-Wives:** At least 21 of the minimum 40 hours per week must be spent providing direct patient care in the outpatient ambulatory care setting(s) at the approved practice site(s), during normally scheduled office hours. The remaining 19 hours of the minimum 40 hours per week must be spent providing clinical services to patients in the approved practice site(s), or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), or performing practice-related administrative activities (limited to 8 hours/week).
- E. No more than 7 weeks (35 work days) per service year can be spent away from the approved service site for vacation, holidays, continuing professional education, illness, or any other reason. If the participant submits documentation supporting the need for absence of longer than 7 weeks, he/she may qualify for a suspension of the service obligation.

### Temporary Suspension and Waiver

The health professional may be granted a temporary suspension of the MLRP obligation, consistent with the policies of the employing healthcare organization, if he/she must interrupt his/her service commitment because of a personal or immediate family illness or other emergency situation. Contract suspension will cover only the period of the medical or other emergency. MLRP must be notified of this interruption, in writing within 14 days. In rare instances, MLRP may agree to suspend your service commitment if completing it becomes impossible or would involve an extreme hardship and the health professional becomes permanently unable to meet the service commitment.

### Transfer Requests

Transfer requests are considered in extreme situations on a case by case basis. An example of when a transfer request might be considered is the closure of the healthcare organization. The health professional must contact the MLRP in writing regarding a request to transfer and include the specifics for this request. Approval for a transfer request should not be assumed. Should a transfer request be approved, the health professional will be expected to continue the service at another qualified site that is both eligible and able to employ the health professional.

### Default

MLRP participants are considered to be in default if they do not begin and complete the period of obligated service at the contracted site in accordance with their MLRP contract, or otherwise fail to comply with the terms of the MLRP guide and contract, even if no monies have yet been disbursed to the participant. When a participant defaults the MLRP service obligation, the MLRP must report the default to federal and state funders. If the health professional leaves the employing healthcare organization/site without prior approval from the MLRP, he/she will be placed in default. Any change in employment other than a temporary suspension or a transfer request as described above, is considered a default of contract.

Further, failure to comply with the terms and conditions of the MLRP and contract shall be regarded by the MLRP as a significant factor in determining the suitability of the health professional, or the employer (and site, if different) for future applications.

### Damages

- A. The MLRP health professional is required by federal law to pay monetary damages to the MLRP, within one year from the time of the default, as noted below, if he/she fails to fulfill the service obligation or breaches the MLRP agreement. **These penalties are severe.** The health professional will be liable to MLRP for an amount equal to the total amount paid by MLRP to the health professional for loan repayment for any period of obligated service not served, and an amount equal to the number of months of obligated service not completed multiplied by \$7,500, and interest on the amount at the maximum legal prevailing rate, as determined by the Treasurer of the United States from the date of breach. The amount that MLRP is entitled to recover will not be less than \$31,000.
- B. All service obligations and penalties shall terminate upon the death of the health professional.

C. Examples of debt calculation using default formula:

Example 1 – Participant defaults after receiving MLRP funds:

Dr. Jones had a 2-year (24-month) service obligation. His MLRP award of \$40,000 was disbursed to him on January 15, 2013. He defaulted on May 1, 2013, after serving 6 months.

(A) Months not served = 18

Amounts paid for months not served =  $\$40,000 \times 0.75 (18 \div 24) = \$30,000$

(B) Months not served (18)  $\times$  \$7,500 = \$135,000

(A) + (B) = \$165,000

(C) Interest would accrue on \$165,000 [(A) + (B)] at the rate of 10.125% per year, based on the default date of May 1, 2013.

Example 2 – Participant defaults before receiving any funds:

Dr. Smith had a 2-year (24-month) obligation and defaulted on February 1, 2013, after serving 3 months and before receiving any funds.

(A) Months not served = 21

Amounts paid for months not served = 0

(B) Months not served (21)  $\times$  \$7,500 = \$157,500

(A) + (B) = \$157,500

(C) Interest would accrue on \$157,500 [(A) + (B)] at the rate of 10.625% per year, based on the default date of February 1, 2013.

Interest rates and effective dates: <http://www.hhs.gov/asfr/of/finpollibrary/chronorates.html>.)

## ***Employers – Component A***

Component A employers must agree to adhere to the MLRP guidelines, provide care without discrimination as described above, maintain all necessary licenses, and must be in good standing with MassHealth (Medicaid). Component A employers (and sites, if different) must be located in a federally designated Health Professional Shortage Area (HPSA) or be a federally identified Auto-HPSA. The health professional's discipline and the HPSA designation must match (e.g. dental, medical (Primary Care) or mental health).

The Employer (and site, if different) agrees to:

- a. Notify the MLRP in writing at least two weeks prior to start of the health professional's scheduled leave of 30 days or more (e.g., family, medical, personal, military). The following information should be included in the notice: type of leave, start date, end date or estimated end date, and whether the leave is paid or unpaid. The MLRP will extend the end date of this contract to ensure that the health professional delivers the equivalent of two years of full-time clinical primary health care services
- b. Maintain the practice schedule of the MLRP participant at the practice site for the number of hours per week and length of service specified in this agreement. **Any change in practice circumstances is subject to the approval of the MLRP based upon the MLRP policy.** The employer

must notify the MLRP and receive approval for any changes, at least two weeks in advance of any consideration of permanent changes in the sites or circumstances of the MLRP participant's practice under this agreement.

- c. Notify the MLRP in writing immediately of the date and circumstances of any early termination of employment or any other substantial change in conditions of employment.
- d. Provide, or ensure that the health professional is provided with space and equipment suitable for the adequate provision of services.

**See page 15 for MLRP Obligations and Application submission**

## **Component C**

### ***Component Specific Health Professional Disciplines***

#### Eligibility

As provided by G.L. c.111 §25N, Component C primary care service health professionals must: (1) have graduated from medical, nursing, or physician assistant schools or accredited graduate schools; (2) specialize in family health or medicine, internal medicine, pediatrics, obstetrics/gynecology, psychiatry, behavioral health, mental health or substance use disorder treatment; (3) demonstrate competency in health information technology, at least equivalent to federal meaningful use standards as set forth in 45 C.F.R. Part 170, including use of electronic medical records, computerized physician order entry and e-prescribing; and, (4) meet other eligibility criteria, including service requirements as outlined below.

The Health Professional must:

- A. Be a United States Citizen or legal permanent resident.
- B. Have a current and non-restricted license to practice in the Commonwealth of Massachusetts and affirm that to the best of his/her knowledge, there is no pending investigation or disciplinary proceeding related to this license.
- C. Agree to provide primary care services as defined in the program guide and agree not to discriminate on the basis of the patient's ability to pay for such care.
- D. Not have a judgement lien against his/her property for a debt to the United States.
- E. Not have defaulted on any federal or state payment obligations. This includes obligations where the creditor now considers him/her to be in good standing.
- F. Not have breached a prior service obligation to the military, federal/state/local government or other entity. This includes any obligation that has subsequently been satisfied.
- G. Not have any federal debt written off as uncollectible (pursuant to 31 U.S.C. 3711(a)(3)) or had any federal service or payment obligation waived.
- H. Not owe a service or contractual obligation to any federal/state/local government or other entity for health professional service.
  - a. Conflicting health professional service may include incentive programs that benefit the employer and the health professional.
  - b. Certain bonus clauses in employment contracts may impose a service obligation. Having another (simultaneous) service obligation is disallowed at any time during the MLRP contract-service-period, whether the non-MLRP obligation was incurred before or following initiation of the MLRP contract.

- i. Exception: Individuals in a reserve component of the Armed Forces are eligible to participate in the MLRP. Placement opportunities may be limited by the MLRP in order to minimize the impact that a deployment would have on the vulnerable populations served by the reservist.
  - ii. Military training or service performed by reservists will not satisfy the MLRP service commitment. If a participant's military training and/or service, in combination with the participant's other absences from the service site, will exceed approximately 7 weeks per service year, the participant should request a suspension of his/her service obligation. The MLRP service obligation end date will be extended to compensate for the break in MLRP service.
  - iii. If the approved MLRP site where the reservist is serving at the time of his/her deployment is unable to reemploy that reservist, the MLRP will reassign the participant to another MLRP-approved service site to complete his or her remaining MLRP service commitment. Because it is sometimes difficult to identify short-term assignments, a participant may be asked by the service site to sign an employment contract which extends beyond the completion date of his or her MLRP service commitment.
- I. Make lender information available to the MLRP for the purpose of verifying outstanding loan amounts, and confirming the use of the award toward the health professional's outstanding loan balance.
  - J. Post award funds to the relevant outstanding loan within thirty (30) days of the award installment to the health professional's bank account, and must provide evidence to the MLRP that the entire award was posted to the educational loan account as required.
  - K. Notify the MLRP at least two weeks prior to the start of a scheduled leave of 30 days or more (e.g., family, medical, personal, military). The following information should be included in the notice: type of leave, start date, end date or estimated end date, and whether the leave is paid or unpaid. The time spent on extended leave from clinical practice will not count toward the health professional's MLRP obligation. In this event, the MLRP will extend the end date of this contract to ensure that the health professional delivers 24 months of clinical primary health care services.
  - L. Maintain current contact information on file with the MLRP including bank information, email, telephone, and USPS mailing address. Notify the MLRP within ten days of a change of any of this information or other relevant contractual information.
  - M. After the contract term has ended, respond to reasonable requests for information from the MLRP regarding practice type, site, and professional experiences in order to facilitate periodic evaluation of the MLRP.

#### Clinical Practice Requirements

- A. "Full-time clinical practice" is defined as a minimum of 40 hours per week in a clinical practice, for a minimum of 45 weeks per service year.
- B. Part-time practice must be at least 20 hours per week in exchange for an increase in the period of the service commitment contract (e.g. a 20-hour work week will mean a 4-year contract).
- C. Time spent in an "on call" status does not count toward the 40-hour requirement. Participants do not get service credit for hours worked over the required 40 hours/week.
- D. Administrative or other non-clinical activities (e.g., teaching, research, attending staff meetings) must not exceed 8 hours per week.
  - a. **For all health professionals except noted in b and c below:** At least 32 of the minimum 40 hours per week must be spent providing direct patient care in the outpatient

ambulatory care setting(s) at the approved service site(s), during normally scheduled office hours. The remaining 8 hours per week must be spent providing clinical services for patients in the approved service site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved service site, or performing practice-related administrative activities.

- b. **For OB/GYN physicians, family medicine physicians who practice obstetrics on a regular basis, providers of geriatric services, certified nurse midwives, and behavioral and mental health providers:** At least 21 of the minimum 40 hours per week must be spent providing direct patient care in the outpatient ambulatory care setting(s) at the approved practice site(s), during normally scheduled office hours. The remaining 19 hours of the minimum 40 hours per week must be spent providing clinical services to patients in the approved practice site(s), or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), or performing practice-related administrative activities.
- c. **For LADC-1:** Direct patient care includes both direct patient care and supervision of other clinicians in order to ensure that services are provided in a professional and therapeutic manner. No more than 8 hours of a 40 hour work week may be spent on administrative work.

- E. No more than 7 weeks (35 work days) per service year can be spent away from the approved service site for vacation, holidays, continuing professional education, illness, or any other reason. If the participant submits documentation supporting the need for absence of longer than 7 weeks, he/she may qualify for a suspension of the service obligation.

#### Temporary Suspension and Waiver

The health professional may be granted a temporary suspension of the MLRP obligation, consistent with the policies of the employing healthcare organization, if he/she must interrupt his/her service commitment because of a personal or immediate family illness or other emergency situation. Contract suspension will cover only the period of the medical or other emergency. The MLRP must be notified of this interruption, in writing within 14 days. In rare instances, MLRP may agree to suspend your service commitment if completing it becomes impossible or would involve an extreme hardship and the health professional becomes permanently unable to meet the service commitment.

#### Transfer Requests

Transfer requests are considered in extreme situations on a case by case basis. An example of when a transfer request might be considered is the closure of the healthcare organization. The health professional must contact the MLRP in writing regarding a request to transfer and include the specifics for this request. Approval for a transfer request should not be assumed. Should a transfer request be approved, the health professional will be expected to continue the service at another qualified site that is both eligible and able to employ the health professional.

#### Default

Component C health professionals are considered to be in default if they do not begin and complete the period of obligated service at the contracted site in accordance with their MLRP contract, or otherwise fail to comply with the terms of the MLRP guide and contract, even if no monies have yet been disbursed to the participant. If the health professional leaves the employing healthcare organization/site without prior approval from the MLRP, he/she will be placed in default. Any change in employment

other than a temporary suspension or a transfer request as described above, is considered a default of contract.

Further, failure to comply with the terms and conditions of the MLRP and contract shall be regarded by the MLRP as a significant factor in determining the suitability of the health professional, the employer (and site, if different) for future applications.

#### Damages

The MLRP health professional is required to pay monetary damages (penalty) to MLRP, within one year from the time of the default, as noted below, if he/she fails to fulfill his/her service obligation. Failure to complete service obligations will result in liability for funds to be repaid for funds provided for loan repayment. A schedule for repayment shall be established by MDPH if repayment has not begun within three months of notification that payment is due. The MLRP health professional will be required to pay a penalty equal to:

- a. 100% of the contract maximum obligation if he/she defaults prior to reaching six months of service (based on the contract start date)
- b. 75% of the contract maximum obligation if he/she defaults after completing six months of service, but prior to completing 18 months of service (based on the contract start date)
- c. 50% of the contract maximum obligation if he/she defaults after completing 18 months of service but prior to completing 24 months of service (based on the contract start date).

The health professional will be obligated to pay no less than \$15,000.00. Interest would rate of 10.625% per year, based on the default date of February 1, 2013. Interest rates and effective dates: <http://www.hhs.gov/asfr/of/finpolibrary/chronorates.html>.

All service obligations and penalties shall terminate upon the death of the health professional.

### ***Employers – Component C***

Component C employers must agree to adhere to the MLRP guidelines, provide care without discrimination as described above, maintain all necessary licenses, and be in good standing with MassHealth (Medicaid).

Component C employers (and sites, if different) must meet one of the following requirements and have a patient payer mix includes at least 30% public paid patients (MassHealth, Commonwealth Care, Health Safety Net and Medicare/Medicaid dual eligible):

- A. A health care organization located in a geographic area or community that is federally designated as a Medically Underserved Area/Population (MUA/P) or a Health Professional Shortage Area.
- B. If not located in a HPSA or MUA/P, provide documentation that greater than 30% of the patients served by the site are located in HPSAs or MUA/P.
- C. Primary care practice sites (medical and mental or behavioral health) that care for vulnerable or underserved individuals or groups and are located in a high need area as per the Health Care Workforce Center Statewide Community Health Needs Assessment: 2016. These cities are Brockton, Chicopee, Fall River, Holyoke, Lawrence, Lynn, New Bedford, Southbridge, Springfield, and Webster.
- D. Outpatient primary care practices of small rural hospitals. Small rural hospitals are defined as: “an acute care hospital licensed under M.G.L. c. 111, § 51, which: (1) has 50 or fewer licensed beds and

based on the published United States Census 2000 data of the US Census Bureau is in a city or town whose population is less than 20,000 and is located within a city, town, service area, or County whose population density is less than or equal to 500 people per square mile and which applies for such a designation; or (2) is a hospital designated as a Critical Access Hospital as of July 1, 2005 by the Federal DHHS in accordance with federal regulations and state requirements.”

- E. Public Sector Health Facilities: Certain health professionals who are working in public sector, non-federal, facilities such as hospitals and state correctional facilities.

The Employer (and site, if different) agrees to:

- A. Notify the MLRP in writing at least two weeks prior to start of the health professional’s scheduled leave of 30 days or more (e.g., family, medical, personal, military). The following information should be included in the notice: type of leave, start date, end date or estimated end date, and whether the leave is paid or unpaid. The MDPH will extend the end date of this contract to ensure that the health professional delivers the equivalent of two years of full-time clinical primary health care services
- B. Maintain the practice schedule of the MLRP participant at the practice site for the number of hours per week and length of service specified in this agreement. **Any change in practice circumstances is subject to the approval of the MLRP based upon the MLRP policy.** The employer must notify the MLRP and receive approval for any changes, at least two weeks in advance of any consideration of permanent changes in the sites or circumstances of the MLRP participant’s practice under this agreement.
- C. Notify the MLRP at MDPH in writing immediately of the date and circumstances of any early termination of employment or any other substantial change in conditions of employment.
- D. Provide, or ensure that the health professional is provided with space and equipment suitable for the adequate provision of services.

## MLRP Obligations

Subject to the availability of funds and the health professional’s compliance with this program guide, the MLRP agrees to:

- a. Compensate the health professional in accordance with the terms of the Massachusetts Loan Repayment Program for Health Professionals via electronic fund transfers.
- b. In the event funds to finance this agreement become unavailable, the MLRP may terminate the agreement upon at least 14 days written notice to the employer and the health professional. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The MLRP shall be the final authority as to the availability of funds.

## MLRP Application Submission

Submit one (1) complete original [application](#) containing all of the requested information, with all required signatures in blue ink, to:

Nicole Watson  
MLRP-Health Care Workforce Center  
250 Washington Street, 5<sup>th</sup> floor  
Boston, MA 02108-4619

Applicants will be notified when their application has been received. If the health professional does not receive verification of application receipt within fourteen (14) working days please contact Nicole Watson, MLRP Program Coordinator at [Nicole.Watson@state.ma.us](mailto:Nicole.Watson@state.ma.us).

Submit questions via email to: Nicole Watson at [Nicole.Watson@state.ma.us](mailto:Nicole.Watson@state.ma.us).