



**NATIONAL HEALTH SERVICE CORPS LOAN REPAYMENT PROGRAM
CONTINUATION CONTRACT
FY 2013– Extension and Amendment for Half-Time Service**

**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
HEALTH RESOURCES AND SERVICES ADMINISTRATION
BUREAU OF CLINICIAN RECRUITMENT AND SERVICE**

Consistent with Section E of the initial National Health Service Corps (“NHSC”) Loan Repayment Program Contract (“Initial Contract”) entered into under section 338B of the Public Health Service Act (“Act”) between the undersigned Loan Repayment Program participant (“participant”) and the Secretary of Health and Human Services (“Secretary”), this Continuation Contract extends the Initial Contract for an additional year of service, and amends the Initial Contract as follows:

1. As of the effective date of this Continuation Contract, the Secretary agrees, pursuant to section 331(i) of the Act, to waive the participant’s full-time clinical practice requirement and to accept the participant’s half-time clinical practice, in a HPSA selected by the Secretary, as described in paragraph 2 below.
2. The participant agrees to complete one (1) additional year of service in a half-time clinical practice (as defined below) of the participant’s health profession in the health professional shortage area (designated under section 332 of the Act) to which the participant is assigned by the Secretary as a member of the NHSC (either as a civilian employee of the United States (Federal Assignment) or as an individual who is not an employee of the United States (Private Practice Assignment)). A *half-time clinical practice* is defined as a minimum of 20 hours per week (not to exceed 39 hours per week), for a minimum of 45 weeks per service year. The remainder of the service year (approximately 7 weeks) may, as authorized by the approved service site(s), be spent away from the practice for holidays, vacation, continuing professional education, illness, or any other reason. Failure to meet the minimum 45 weeks per service year will extend the service obligation end date or result in a breach of the NHSC Loan Repayment Program Contract, as determined by the Secretary. The minimum 20 hours per week may be compressed into no less than 2 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Time spent “on-call” will not count toward the 20-hour week, except to the extent that direct patient care is being provided during the “on-call” period. Time worked in excess of the minimum 20 hours per week cannot be applied to any other work week and will not count toward the service obligation.
 - a. **For all half-time health professionals except as noted below**, at least 16 of the minimum 20 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 4 hours of the minimum 20 hours per week must be spent providing clinical services for patients or teaching in the approved service site(s), providing clinical services in alternative settings as directed by the approved service site(s), or performing practice-related administrative activities.
 - b. **For half-time OB/GYN physicians, family medicine physicians who practice obstetrics on a regular basis, providers of geriatric services, pediatric dentists, and certified nurse-midwives**, at least 11 of the minimum 20 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 9 hours of the minimum 20 hours per week must be spent providing clinical services for patients or teaching in the approved service site(s), providing clinical services in alternative settings as directed by the approved service site(s), or performing practice-related administrative activities.
 - c. **For half-time behavioral and mental health providers**, at least 11 of the minimum 20 hours per week must be spent providing direct patient care (patient counseling) in the outpatient ambulatory care setting(s) at the approved service site(s), during normally scheduled office hours. The remaining 9 hours of the minimum 20 hours per week must be spent providing clinical services for patients or teaching in the approved service site(s), providing clinical services in alternative settings as directed by the approved service site(s), or performing practice-related administrative activities.
 - d. **For half-time physicians, physician assistants, nurse practitioners, and certified nurse midwives serving in Critical Access Hospitals (CAHs) that are approved service sites**, at least 8 of the minimum 20 hours per week must be spent providing direct patient care or teaching in the CAH-affiliated outpatient ambulatory care setting(s) at the approved service site(s), during normally scheduled office hours. The remaining 12 hours of the minimum 20 hours per week must be spent providing direct patient care or teaching at the CAH that is an approved service site or in the CAH-affiliated outpatient ambulatory care setting(s) at the approved service site(s), providing direct patient care in the CAH’s skilled nursing facility or swing bed unit, or performing practice-related administrative activities.
 - e. **For all half-time health professionals**, teaching and practice-related administrative activities shall not exceed a total of 4 hours of the minimum 20 hours per week.
3. In return for the half-time service set forth in Paragraph 2. above, the Secretary agrees to pay the participant’s remaining qualifying graduate and/or undergraduate educational loans as follows:
 - a. up to \$15,000 if the participant will be providing a third year of service under this Continuation Contract;
 - b. up to \$15,000 if the participant will be providing a fourth year of service under this Continuation Contract; or
 - c. up to \$10,000 if the participant will be providing a fifth or subsequent year of service under this Continuation Contract.
4. The participant agrees to apply, during the period of obligated service set forth in Paragraph 2. above, all loan repayments received under Paragraph 3. above to reduce the participant’s remaining qualifying graduate and/or undergraduate educational loans.
5. If the participant, for any reason, fails to begin or complete the service obligation set forth in Paragraph 2. above, the participant agrees to pay the United States an amount equal to the sum of:
 - a. the total of the amounts paid by the United States to, or on behalf of, the participant under Paragraph 3. above for any period of obligated service not served;
 - b. an amount equal to the product of the number of months of obligated service not completed by the participant, multiplied by \$3,750; and
 - c. interest on the amounts described in a. and b. of this paragraph at the maximum legal prevailing rate, as determined by the Treasurer of the United States, from the date of the breach;except that the amount the United States is entitled to recover shall not be less than \$31,000.
6. The Initial Contract is amended to conform its provisions to the amendments made by section 202 of Public Law 101-597, Title III of Pub. L. 107-251, and sections 5508(b) and 10501(n) of Pub. L. 111-148 relating to the NHSC Loan Repayment Program.
7. The Secretary may approve the participant’s request for an additional continuation contract in accordance with the Secretary’s established policies and procedures in effect at the time of the request for continuation.
8. A request for an additional continuation contract will not be approved if the loan repayments received under this Continuation Contract were not applied to reduce the participant’s qualifying graduate and/or undergraduate educational loans as set forth in Paragraph 4. above.
9. The Secretary may terminate this Continuation Contract if, on or before August 17, 2013, the participant:
 - a. submits a written request to terminate this Continuation Contract and
 - b. repays all amounts paid to, or on behalf of, the participant under Paragraph 3. above.
10. The participant agrees to comply with the debarment and suspension regulations found at Title 2, CFR, Part 180, as supplemented by Title 2, CFR, Part 376.
11. The participant agrees to maintain a full, unrestricted, and unencumbered license to practice the participant’s health profession as required by applicable State or Federal law.
12. The participant agrees to promptly report to the NHSC any change in the participant’s status as a half-time clinician at the approved service site(s).

Page 2- NHSC Loan Repayment Program FY 2013 One-Year Contract for Half-Time Service

13. The participant agrees to submit to the NHSC semi-annual written verifications of service, and any other documents as required by the Secretary, relating to compliance with the applicable clinical practice requirement during the period of obligated service.
14. In the event that the participant's employment at the NHSC-approved site ceases for any reason, the Secretary reserves the right to reassign the participant to another NHSC-approved site for the remaining period of the participant's service obligation. If the Secretary determines not to reassign the participant, or if the participant refuses a reassignment from the Secretary, the participant will be liable in accordance with the breach provisions of Paragraph 5 above.

This contract extension is not effective until the participant has fully completed the previously contracted Loan Repayment Program service commitment and this contract has been signed and dated by the participant and the Secretary.

Participant's Name (please print):	
Participant's Signature:	Date:
INTERNAL USE ONLY	
Secretary of Health and Human Services or Designee:	Date:
Revised 11/2012	

ADDENDUM
to
NHSC Loan Repayment Program Continuation Contract
FY 2013

Upon the signature of the individual identified below (the “participant”) and the Secretary of Health and Human Services or her designee, the Fiscal Year 2013 National Health Service Corps (“NHSC”) Loan Repayment Program (“LRP”) Continuation Contract (“Continuation Contract” or “contract extension”) signed by the participant below shall be amended as follows:

1. The sentence, "The contract extension will be effective the day after the participant completes his/her service obligation under the prior NHSC LRP contract," replaces and supersedes the following provision on page two of the Continuation Contract: “[t]his contract extension is not effective until the participant has fully completed the previously contracted Loan Repayment Program service commitment and this contract has been signed and dated by the participant and the Secretary.”
2. Pursuant to paragraph (1) above, the one-year period of obligated service incurred under the Continuation Contract shall begin on the day after completion of the period of obligated service under the participant’s prior NHSC LRP contract. Completion of the period of obligated service under the prior contract shall be determined by the NHSC based on semi-annual written verifications of service, and any other documents as required by the Secretary, relating to compliance with the applicable clinical practice requirement during the period of obligated service.
3. If the participant has signed a Continuation Contract for Half-Time Service, the Secretary’s waiver of the participant’s full-time clinical practice requirement pursuant to section 331(i) of the Public Health Service Act is effective the day after completion of the period of obligated service under the participant’s prior NHSC LRP contract.

All other terms and conditions of the Continuation Contract remain in full force and effect.

The undersigned parties understand and agree to the above amendments.

Participant’s Name (please print)

Participant’s Signature

Date

Secretary of Health and Human Services or Designee

Date