



# **Rhode Island Health Professional Loan Repayment Program Eligibility and Requirements**

## Table of Contents

Background and Mission .....	2
Eligibility Requirements .....	2
A. Provider Eligibility Requirements .....	2
B. Eligible Disciplines and Specialties for the HPLRP .....	2
C. Military Reservist Eligibility .....	3
D. Site Eligibility Requirements .....	4
E. Qualifying and Non-Qualifying Educational Loans .....	5
Understanding the Service Obligation .....	6
A. Requirement for Full-Time or Haft-Time Clinical Practice .....	6
B. Definition of Direct Patient Care .....	7
C. Definition of Administrative Duties .....	7
D. Teaching Activities .....	8
E. Telehealth.....	8
F. Worksite Absences.....	8
G. Employment Verification .....	9
H. Transfer Request to Another HPLRP-Approved Service Site.....	9
I. Conversion to Full-Time or Half-Time Status.....	9
J. Communication Requirements During the Service Obligation .....	9
Continuation Contracts .....	10
Service Contract Deliverables and Payment Provisions.....	10
Breach Policy .....	11
Suspensions and Waivers.....	11

## Background and Mission

The Rhode Island Health Professional Loan Repayment Program (HPLRP) serves as a critical healthcare workforce recruitment and retention tool in our state's efforts to increase access to primary care, dental and behavioral health services, and reduce health disparities among our most vulnerable populations.

Under the U.S. Public Health Services Act Title III, Section 338 (A)-(I) (42 U.S.C. Section 254q-1(a)-(i)) and Chapter 14.1 of Title 23 of the General Laws of Rhode Island, as amended; The HPLRP provides loan repayment assistance to healthcare professionals who provide healthcare services in federally designated Health Professional Shortage Areas (HPSA) in Rhode Island.

## Eligibility Requirements

### A. Health Professional Eligibility Requirements

To be eligible for a HPLRP award, each health professional must:

- Be a United States citizen or national (U.S. born or naturalized).
- Have completed health educational training in an accredited graduate training program and possess a valid and unrestricted license to practice their profession in Rhode Island.
- Be employed at or have accepted employment to provide ambulatory outpatient health care services in [HPLRP Approved Site](#) that is located in a federally designated health professional shortage area (HPSA) that is appropriate for your discipline.
- Not have any other existing service obligations with other entities.
- Not be in breach of any other health professional service obligation.
- Be free from judgments arising from federal debt.
- Commit to providing a 2-year service obligation.

NOTE: Starting with the 2023 HPLRP Application Cycle, there will no longer be a 4-year initial service requirement for HPLRP participants who work less than 40 hours per week. The initial service requirement for all HPLRP participants will be two years. Applicants must work a minimum of 20 hours per week and 80% of their time must be devoted to direct patient care. HPLRP participants currently under a 4-year initial service contract must complete their service obligation as outlined in their service agreement. Terms and eligibility for continuation contracts have not changed. Please see the Understanding the Service Obligation section of this document for further details.

### B. Eligible Disciplines and Specialties for the HPLRP

HPLRP applicants must possess a valid and unrestricted license to practice in the following disciplines and specialties:

#### Approved Disciplines:

- MD: Allopathic Medicine
- DO: Osteopathic Medicine
- DDS/DMD: General and Pediatric Dentistry
- NP: Nurse Practitioner
- CNM: Certified Nurse-Midwife

- PA: Physician Assistant
- RDH: Registered Dental Hygienist
- HSP: Health Service Psychologist (Clinical and Counseling)
- LCSW: Licensed Clinical Social Worker
- PNS: Psychiatric Nurse Specialist
- LPC: Licensed Professional Counselor
- LMHC: Licensed Mental Health Counselor
- MFT: Marriage and Family Therapist
- Master's Level Alcohol and Substance Abuse Counselors
- RN: Registered Nurse \*
- Pharm: Pharmacist \*

*\*Pharmacists and Nurses must work in an outpatient setting. The practice site must be in a Primary Care Health Professional Shortage Area.*

Approved Primary Care Specialties for Physicians:

- Family Medicine (and osteopathic general practice)
- Internal Medicine
- Pediatrics
- Obstetrics/Gynecology
- Geriatrics
- Psychiatry

Approved Primary Care Specialties for Nurse Practitioners and Physician Assistants:

- Adult
- Family
- Pediatrics
- Psychiatry/mental health
- Geriatrics
- Women's Health

**C. Military Reservist Eligibility**

Reservists of the Armed Forces, including the National Guard, are eligible to participate in the HPLRP.

**What should reservists understand about their service commitment?**

- Military training or service you performed will not satisfy the HPLRP service commitment.
- You should request a suspension if your military training and/or service, combined with your other absences from the approved HPLRP service site, will exceed seven weeks per service year.
- We will extend the service commitment end date to compensate for the break in HPLRP service.

**What if the Armed Services deploys you?**

- If the participant is a reservist and is called to active duty, the amount of time he/she is on active duty (which does not count as HPLRP service) must be added to the length of the original service obligation with the HPLRP.

- We expect the participant to return to the HPLRP service site where they were serving before deployment. If the participant is unable to do so, he or she must transfer to another HPLRP-approved service site to avoid defaulting on their service obligation.

## **D. Site Eligibility Requirements**

To host HPLRP health professionals, a practice site must:

- Be located in a federally designated HPSA in Rhode Island.
- Be a public or private not-for-profit outpatient facility.
- Pay the provider a prevailing wage.
- Use a Sliding Fee Discount program to ensure patients have access to all primary care services for the site type (i.e. behavioral health, dental, etc.) regardless of their ability to pay.

Criteria for Sliding Fee Discount Program:

The implementation of a Sliding Fee Discount Program is intended to minimize financial barriers to care for patients at or below 200 percent of the current Federal Poverty Guidelines. Therefore, the required fees and the process of assessing patient eligibility and collecting payments must not create barriers to care. Sites have discretion regarding how they structure their Sliding Fee Schedule, including the number of discount pay classes and the types of discounts (percentage of fee or fixed/flat fee for each discount pay class). However, when developing your Sliding Fee Schedule, you should consider the unique characteristics of your Health Professional Shortage Area (HPSA) populations (e.g., low-income or homeless) to ensure it does not present a barrier to care. To locate your HPSA, please visit <https://data.hrsa.gov/tools/shortage-area/by-address>.

HPLRP staff will review your site's Sliding Fee Discount Program to ensure that all aspects of your Sliding Fee Discount Program are based on written policies, is applied uniformly to all patients (including both uninsured and underinsured), is supported by operating procedures, and meet the following criteria:

- The Sliding Fee Discount Program is at minimum applicable to all individuals and families with annual incomes at or below 200 % of the most current Federal Poverty Guidelines.
- The schedule of discounts is calculated solely on Family Size and Income. Other criteria cannot be used to determine the eligibility for individuals and families with annual incomes at or below 200 % of the most current Federal Poverty Guidelines. Sites may charge for services to the extent that payment will be made by a third party that is authorized or under legal obligation to pay the charges.
- The Sliding Fee Discount Program offers a full discount (no charge) to individuals or families with income at or below 100% of the most current Federal Poverty Guidelines, with allowance for a nominal charge only, consistent with your site's Sliding Fee Discount Program policy. The nominal charge must be less than the fee paid by a patient in the first "sliding fee discount pay class" beginning above 100 percent of the Federal Poverty Guidelines.
- The Sliding Fee Discount Program adjusts fees based only on family size and income for families with incomes above 100% and at/below 200% of the Federal Poverty Guidelines.

- At a minimum, Sliding Fee Discount Program is revised annually to reflect updates to the Federal Poverty Guidelines.

Eligible Sites include:

- Federally Qualified Health Centers and Look-Alikes
- Rural Health Clinics
- State and Community Mental Health Facilities
- Free Clinics
- School-Based Clinics
- State and Federal Correctional Facilities
- Indian Health Service
- Tribal Clinics
- Urban Indian Health Clinics
- Private Practices (Solo or Group)

County/local prisons are not eligible to be HPLRP-approved practice sites.

For-profit health facilities operated by non-profit organizations must follow the same guidelines as all other HPLRP sites. They must accept reimbursement from Medicare, Medicaid, and the Children's Health Insurance Program, utilize a sliding fee scale, and see all patients regardless of their ability to pay.

All school-based clinics must be HPLRP-approved service sites. Providers who work at school-based clinics that are not open year-round will not receive HPLRP service credit for any period of time they are not serving at a school-based clinic.

Additional Administrative expectations for Practice Sites participating in the HPLRP:

- Biannually, support with the verification of recipient's work hours, vacation time, and related information to the Rhode Island HPLRP. Service obligations will be monitored through the completion of Employment Verification Forms (EVF). The health professional shall submit an EVF to the HPLRP every six (6) months. The EVF will need to be signed by the direct supervisor or human resource administrator at the HPLRP-approved service site. HPLRP-approved sites shall support their obligated health professionals in completing the EVF.
- Annually complete the Site Administrator Practice Sights Surveys that will be emailed to the practice site Point of Contact by PRISM. The Practice Sights survey is a tool used by the program to best assist the practices, communities, and clinicians it serves.

## **E. Qualifying and Non-Qualifying Educational Loans**

To be eligible for the HPLRP, applicants must have qualifying educational loans.

Qualifying educational loans are Government and commercial loans for the actual costs paid for tuition and reasonable educational and living expenses related to the undergraduate or graduate education of the participant leading to a degree in the health profession in which the participant will satisfy his/her/their RI HPLRP service commitment. Applicants must provide a copy of all qualifying loan documentation (e.g., promissory notes).

The following **types of debt are not eligible for loan repayment** under the HPLRP:

- Loans in default
- Loans repaid in full
- Credit card debt
- Personal lines of credit
- Eligible educational loans consolidated with loans owed by any other person, such as a spouse

The applicant must have obtained the eligible education loans in their own name. Eligible educational loans consolidated with loans owed by any other person, such as a spouse, are ineligible for repayment. For loans to remain eligible, applicants/participants must keep their eligible educational loans separate from other debts.

## **Understanding the Service Obligation**

Health Professionals must commit to serving at an HPLRP-approved site for two years. A participant's HPLRP service obligation begins on the date that the HPLRP contract becomes effective, which is on the date it is countersigned by the RI Postsecondary Commissioner or their designee.

Participants will not receive service credit for any employment at an HPLRP-approved service site before the effective date of their HPLRP contract.

The last day of the service obligation is determined in whole years from the start date. For example, the last day of service for a participant with a two-year obligation that began on July 15, 2023, would be July 14, 2025. Adjustments in the end date will be made by the HPLRP if a participant is away from the HPLRP-approved service site for more than seven weeks (roughly 35 workdays) per service year.

### **A. Requirement for Full-Time or Haft-Time Clinical Practice**

All health professionals must commit to an initial service obligation of two years. Depending on the hours the health professional work per week, HPLRP participants may complete their service obligation under the "Full-Time Service," or "Half-Time Service" terms described below. All HPLRP participants must work a minimum of 20 hours per week and 80% of their time must be devoted to direct patient care as described under the "Half-Time Service" requirement. Health professionals who do not meet the "Half-Time Service" requirement cannot participate in the HPLRP.

The HPLRP's goal is to retain health professionals working in underserved areas. HPLRP participants are encouraged to apply for a one-year extension after the successful completion of their initial two-year service obligation. Please see the Continuation Contract section for more detail.

Please note that starting with the 2023 HPLRP application cycle, there will no longer be a 4-year initial service requirement for HPLRP participants who work less than 40 hours per week. HPLRP participants currently under a 4-year initial service contract must complete their service obligation as outlined in their service agreement. Terms and eligibility for continuation contracts have not changed.

#### Full-Time Service:

- For all health professionals, "Full-Time Service" is defined as a minimum of 40 hours per week, for a minimum of 45 weeks per service year. Of the 40 hours per week, a minimum of 32 hours must be spent providing direct patient care, in an outpatient setting during normally scheduled

office hours. No more than eight (8) hours per week can be spent in an administrative capacity. The 40 hours/week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period.

- All health professionals working less than 40 hours per week cannot be considered for Full-Time Service.
- For Obstetrics/Gynecology and Certified Nurse Midwives practitioners, the majority of the 40 hours per week (not less than 21 hours per week) is expected to be spent providing ambulatory care services at the approved practice site during normally scheduled office hours. The remaining hours spent providing inpatient care to patients of the approved service site, and/or in practice-related administrative activities. Administrative activities may not exceed 8 hours per week.
- Time spent “on-call” cannot be counted toward the 40-hour week.

#### Half-Time Service:

- For all health professionals, “Half-Time Service” is defined as a minimum of 20 hours per week, for a minimum of 45 weeks per service year. Of the 20 hours per week, a minimum of 16 hours must be spent providing direct patient care, in an outpatient setting. No more than four (4) hours per week can be spent in an administrative capacity.
- For Obstetrics/Gynecology and Certified Nurse Midwives practitioners in “Half-Time Service” at least 11 hours per week must be spent providing direct patient care, in an outpatient setting, at the approved practice site(s). The remaining nine (9) hours per week can be spent providing inpatient care in an approved clinical setting (i.e., hospitals, nursing homes, shelters) as directed by the approved practice site(s) or performing practice-related administrative activities. No more than four (4) hours per week can be spent in an administrative capacity or spent performing practice-related activities, such as precepting and teaching.
- Time spent “on-call” cannot be counted toward the 20-hour week.

### **B. Definition of Direct Patient Care**

The HPLRP defines direct patient care as the clinical services provided and activities in which a health professional participates that have a direct influence on the care of a patient or client, such as examinations, treatments, counseling, patient education, self-care training, and the administration of medications.

### **C. Definition of Administrative Duties**

Clinical-related administrative, management, or other activities may include charting, administrative care coordination activities, training, laboratory follow-up, patient correspondence, attending staff meetings, activities related to maintaining professional licensure, and other non-treatment-related activities pertaining to the participant’s approved HPLRP practice.

Any time spent in a management role is also considered to be an administrative activity. The duties of a medical director are also considered primarily administrative, and HPLRP applicants serving in such a capacity should keep in mind that they cannot count more than 8 hours per week of administrative and/or

management time (4 hours in the case of half-time participants) toward the total required 40 hours per week (or 20-39 hours in the case of half-time participants).

## **D. Teaching Activities**

Teaching activities may count towards the HPLRP service obligation. To qualify as clinical practice, teaching activities are limited to the clinical supervision of a student/resident that is required in order for that student/resident to receive a license under state law. HPLRP participants must complete their clinical supervision at the HPLRP-approved site indicated in their service contract.

- For HPLRP participants serving full-time, teaching as clinical practice for up to 8 hours per week.
- For HPLRP participants serving half-time, no more than 4 hours of the minimum 20 hours per week may consist of teaching or practice-related administrative activities.

Clinical service provided by HPLRP participants while a student/resident observes will be counted as patient care, not teaching, as the HPLRP participant is treating the patient.

## **E. Telehealth**

The HPLRP will consider telehealth as direct patient care.

All HPLRP participants who are providing telehealth services are subject to the restrictions below:

1. The HPLRP participant must be practicing in accordance with applicable licensure and professional standards.
2. HPLRP participants must be available, at the discretion of the HPLRP-approved site, to provide in-person care. In general, federal program requirements stipulate that telehealth delivered services should not exceed more than 75% of the minimum weekly hours required to provide direct patient care.
3. Self-employed clinicians are not eligible to earn HPLRP service credit for telehealth services.
4. If telehealth services are provided to patients in another state, the clinician must be licensed to practice (including compacts) in both the state where the clinician is located (i.e., the distant site) and the state where the patient is physically located (i.e., the originating site).

## **F. Worksite Absences**

Grantees may have up to 35 workdays per contract service year away from the HPLRP-approved practice site for vacation, holidays, continuing professional education, illness, or any other reason. The HPLRP will extend the Grantee's obligation end date for each day of absence over the allowable 35 workdays.

Worksite absences resulting from a medical or personal leave will be evaluated on a case-by-case basis. Please see the "Suspension and Waiver" section for more information. Maternity/paternity/adoption leave will be automatically approved by the HPLRP. The time that the participants plan to be away from their site for maternity/paternity/adoption leave will be added to the service contract. It is still important

to notify the HPLRP in advance of Maternity/paternity/adoption leave as outlined in the Communication Requirements During the Service Obligation section in this document.

### **G. Employment Verification**

Every six months, HPLRP participants shall submit an Employment Verification Form (EVF) to verify the provider's hours worked. The EVF will be used by the HPLRP to determine whether and to what extent the award recipient met their service obligation. The HPLRP reserves the right to increase or decrease the number of EVFs required during the obligation period.

It is the participant's responsibility to ensure that the EVF is complete and accurate. The EVF will be signed by the direct supervisor or human resource administrator at the HPLRP-approved service site. While the HPLRP will take steps to alert the participant of the due date for an EVF submission, it is the participant's responsibility to ensure that the verification form is completed in a timely manner and that it is accurate.

Participants who fail to ensure that their EVF are completed and submitted on time risk not receiving service credit and being recommended for default. Participants who do not submit EVFs or who are consistently late in submitting them may not be selected for an HPLRP continuation contract.

### **H. Transfer Request to Another HPLRP-Approved Service Site**

HPLRP participants who require a site change to another HPLRP-approved service site must request a transfer in writing. The site change must be approved and processed by the HPLRP before the participant begins to work at the new site. If a participant begins employment at a site before obtaining HPLRP approval, they may not receive service credit for the time period between their last day providing patient care at the prior service site and resumption of service at the transfer site following HPLRP approval.

### **I. Conversion to Full-Time or Half-Time Status**

HPLRP Full-time participants may request to complete their service obligation under half-time status. At the discretion of the HPLRP Board, and upon written request, a waiver may be granted to allow full-time participants to complete the service obligation through half-time service. If the HPLRP Board approves the request to switch to half-time status, the health professional will have to agree in writing (by signing an addendum to the HPLRP full-time contract) to complete the remaining service obligation through half-time clinical practice.

Participants will not be allowed to switch back to full-time service once they have converted to half-time service.

Half-time participants are only allowed to convert to full-time service at the point they enter into a new full-time Continuation contract.

### **J. Communication Requirements During the Service Obligation**

Health professionals participating in the program must contact HPLRP staff within these specified timeframes for the following reasons:

Immediately:

- If you are no longer employed by the approved practice site

30 calendar days if you:

- Change your name, mailing address, phone number, and or e-mail address
- Experience a change in your student loan service provider or accounts
- Will be changing your current practice site for a new practice site
- Begin a leave of absence for medical or personal reasons

60 calendar days if you:

- Begin maternity/paternity/adoption leave
- Are requesting to switch from full-time to half-time status

## **Continuation Contracts**

The HPLRP's goal is to retain providers working in underserved areas. A HPLRP participant can apply for a one-year extension following the successful completion of their current service contract. To remain eligible, the individual must successfully complete their current service agreement, have qualifying educational loans, and meet all other HPLRP eligibility requirements. A HPLRP participant can apply for an extension agreement for a maximum of six (6) years of service, inclusive of their initial service term.

## **Service Contract Deliverables and Payment Provisions**

- A. The HPLRP expects all award recipients to begin fulfilling their service agreement on the start date listed on their service contract. Work performed before the service contract start date, will not count towards the requirements for HPLRP.
- B. Service obligations will be monitored through the completion of Employment Verification Forms (EVF). The health professional shall submit an EVF to the HPLRP every six (6) months. The EVF will need to be signed by the direct supervisor or human resource administrator at the HPLRP-approved service site.
- C. HPLRP participants are expected and must agree to abide by the terms and conditions of their contract and the rules and regulations promulgated by the RI Department of Health.
- D. In exchange for agreeing to practice in a HPSA for an initial two (2) year service term (or one year for individuals who have successfully completed their initial service obligation), the HPLRP will make a payment for the full award amount stipulated in the service contract on behalf of the health professional to the holder of his/her/their health professional loan(s).
- E. Condition of Appropriation/Payment: It is understood and agreed that the HPLRP's obligations to provide loan repayment awards are subject to the receipt of funds to make the required payments.

- F. The HPLRP reserves the right to adjust the payment schedule to meet the end of a funding cycle.
- G. HPLRP participants agree to provide documentation (student loan statements) and notify program staff as soon as payments made towards eligible student debt are posted in their student loan accounts.
- H. All payments made under the HPLRP may be tax-exempt. HPLRP does not provide tax advice. HPLRP participants should seek advice from an independent tax consultant regarding the financial implication(s) of any financial incentive award.
- I. HPLRP participants shall complete the Practice Sights Survey that will be emailed to the address on file throughout the service term (surveys are sent approximately every 6 months).
- J. HPLRP participants will be considered to be in default if they do not complete the period of obligated service at an eligible site in accordance with their HPLRP contract, or otherwise fail to comply with the terms of the contract, even if no monies have yet been disbursed to or on behalf of the participant.
- K. Awardees may terminate the agreement, no later than 45 days before the end of the fiscal year in which the HPLRP entered into their service contract. To request a termination, the awardee must submit a written request and repay all amounts paid on his/her/their behalf.

## **Breach Policy**

HPLRP participants are considered to be in default if they do not complete the period of obligated service at an eligible site in accordance with their HPLRP contract, or otherwise fail to comply with the terms of the contract, even if no monies have yet been disbursed to or on behalf of the participant.

The HPLRP reserves the right to recover monies for the participant's failure to perform the obligations outlined in the service contract. The amount to recover will not be less than \$31,000.

## **Suspensions and Waivers**

The health professional, or [his/her/their] authorized agent, may apply to the HPLRP Board for suspension, waiver, or cancellation of [his/her/their] Contract per the terms below. If the HPLRP Board shall determine that justifiable cause exists for the health professional's failure to fulfill [his/her/their] Contract, the health professional may be relieved of the obligation to fulfill any or all of the provisions of said Contract upon such terms and conditions as the HPLRP Board shall deem fit. The determination of the HPLRP Board shall be final.

- A. **SUSPENSION.** Temporary suspension of the Contract may be granted for up to one (1) year for a medical condition or personal reasons that: i) would make it temporarily impossible for the participant to continue the service obligation or payment of the monetary debt; or ii) would temporarily involve extreme hardship to the individual and would be against equity and good conscience to enforce the service or payment obligation. The Contract period would be extended up to one (1) year to ensure completion of the service obligation.

- B. WAIVER. Permanent waiver of the Contract may be granted for a medical condition or personal situation that: i) results in the individual's permanent inability to serve the obligation or pay the debt; or ii) would involve a permanent extreme hardship to the individual and would be against equity and good conscience to enforce the service or payment obligation.
- C. CANCELLATION. The only permissible basis for canceling the Contract is the death of the participant. The Contract may not be canceled in order to allow an individual to participate in the National Health Service Corps federal loan repayment program or for any other reason except the participant's death.
- D. TERMINATION. The HPLRP Board may consider a request to terminate the Contract if, not later than 45 days before the end of the fiscal year in which the Contract was entered, the health professional submits a written request for termination and repays all amounts paid on [his/her/their] behalf.