MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
OFFICE OF PRIMARY CARE AND RURAL HEALTH
P.O. BOX 570   JEFFERSON CITY, MO 65102

MUST BE TYPED OR PRINTED

HEALTH PROFESSIONAL STATE LOAN REPAYMENT CONTRACT

PARTICIPANT'S INFORMATION

LAST, FIRST, MIDDLE	SOCIAL SECURITY NUMBER	BIRTHDATE

STREET, CITY, STATE, ZIP CODE	LICENSE TYPE AND NUMBER

EMPLOYER INFORMATION

EMPLOYER NAME	HPSA ID NUMBER

STREET	PRACTICE TYPE (FQHC, RHC, PRIVATE PRACTICE)

CITY, STATE, 9-DIGIT ZIP CODE	COUNTY

CONTRACT TERMS

The Department agrees to pay all or part of the principal, interest, and related expenses of the Participant's qualifying educational loans. The loan repayment funds are contingent on the appropriation of Federal and/or State funds.

The total award amount is _____ dollars ($_____)

Federal funds to be expended: $ _____   from funding code _____

State funds to be expended: $ _____   from funding code _____

In return for receiving the loan repayment funds, the Participant agrees to:

(1) provide primary health care services for a minimum of two (2) years full-time or four (4) years half-time service at a public or nonprofit private entity that serves a Federally designated Health Professional Shortage Area (HPSA) (Note: A Participant's employment at the service site prior to the start date listed below does not qualify for service credit.)

The service obligation is to begin on _____ and end on _____;

(2) provide either full- or half-time clinical service at a HPSA site (Full-time is not less than 40 hours per week for at least 45 weeks per year); Half-time is not less than 20 hours, but not more than 30 hours per week for at least 45 weeks per year);

(3) Accept reimbursement under Medicare, Medicaid, and the Children's Health Insurance Program as appropriate for his/her designated discipline;

(4) Use a current sliding fee scale;

(5) See all patients regardless of their ability to pay; and

(6) Use the loan repayment funds only for repaying qualifying educational loans.

VERIFICATION

Within thirty (30) days of a change, the Participant must update the Department in writing of changes to his or her license status, including discipline; address; and employment.

No later than July 1st and January 1st of each year of the contract period, the Participant must submit a survey to the Department verifying his/her employment. The Participant may use the Department's employment verification survey form at http://health.mo.gov/living/families/primarycare/loanrepayment/; or the Participant may submit documentation on the employer's letterhead and verified by the employer that includes: The name of the employer, the location of the employer's practice site, the start date of the Participant's employment, the end date of the Participant's employment or that the Participant is currently employed, and whether the Participant has full- or half-time employment.

WAIVER, SUSPENSION, CANCELLATION, TERMINATION

WAIVER: If the Participant is unable to complete the service obligation due to illness or other compelling personal circumstances and enforcement of the obligation would be impossible or an extreme hardship and unconscionable, the Department can, upon written request and supporting documentation, permanently waive, in whole or in part, the service or payment obligations set out in this contract.

SUSPENSION: If it would be temporarily impossible or an extreme hardship for the Participant to comply with the service or payment obligations, upon written request and supporting documentation, the Department may suspend (rather than permanently waive) a Participant's obligation for up to 1 year.

CANCELLATION: The Department may cancel the obligation in the case of the Participant's death.

TERMINATION: The Participant can request termination of their State Loan Repayment Program (SLRP) contract by submitting a written request for termination to the Department and return all funds disbursed to the Participant no later than August 17th (45 days before the end of the federal fiscal year) of the year in which the contract was awarded.

CONTINUED ON BACK

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
services provided on a nondiscriminatory basis

BREACH AND PENALTIES

Participant can breach the contract by:

(1) Failing to begin or complete the term of service obligation;

(2) Failing to submit employment verification surveys twice a year, or within 30 days of any change, to demonstrate to the Department that the Participant has actually begun or completed the term of service.

(3) Failing to submit verification SLRP funds were applied to educational debt.

Breach penalties:

State funds only: If the Participant breaches the contract by failing to either begin or complete his or her service obligation, the Department shall be entitled to recover from the Participant an amount equal to the sum of:

(1) The total of the amount the Department paid under this contract; plus

(2) Interest on that amount at the maximum prevailing rate at the time the Department made the payment, as determined by the Treasurer of the United States. (Available at: http://www.hhs.gov/asfr/of/finpollibrary/chronorates.html.)

Federal and State Funds: If the Participant breaches the contract by failing to either begin or complete his or her service obligation, the Department shall be entitled to recover from the Participant an amount equal to the sum of:

(1) The total of the amounts paid to the Participant for any period of obligated service **not** served; plus

(2) The number of months of obligated service not served multiplied by $7,500; and

(3) The interest on the amounts described in (1) and (2) at the maximum legal prevailing rate as determined by the Treasurer of the United States, from the date of the breach;

(4) Not withstanding the total amount calculated in subparagraph (3) the Department is entitled to recover not less than $31,000 from the Participant.

The Department may also recover from the Participant damages and any legal fees or costs associated with the collection of damages.

The Participant must pay the breach penalties described above within one year of the breach.

MODIFICATION/EXTENSION

This contract may not be amended or modified without notification and agreement of the parties.

EXECUTION

The Participant must sign and date this contract before a notary public and return to the Department for execution. This document only becomes fully executed when signed by the Department's authorized signatory.

FOR THE PARTICIPANT

SIGNATURE	DATE

NOTARIZATION

	Notary Public Embossed or Blank Ink Rubber Stamped Seal
STATE	
COUNTY	
SUBSCRIBED AND SWORN BEFORE ME BY THE BORROWER	
THIS DAY OF MONTH OF YEAR	
NOTARY PUBLIC SIGNATURE	
MY COMMISSION EXPIRES	
NOTARY PUBLIC NAME (TYPED OR PRINTED)	

FOR THE DEPARTMENT OF HEALTH AND SENIOR SERVICES

AUTHORIZED SIGNATURE

TITLE

DATE