

**PHYSICIAN
LOAN REPAYMENT PROGRAM**

PHYSICIAN CONTRACT

1. Program and Parties

The Physician Loan Repayment Program (hereafter Program), authorized by 63 O.S. § 1-2721 *et seq.*, provides loan repayment assistance to physicians who meet certain criteria. The Parties to this Contract are the physician participating in the Program (hereafter Physician) and the Oklahoma Health Care Workforce Training Commission (hereafter HWTC). Additionally, the Physician is required to have a public or private organization (hereafter Community Sponsor/Public Sponsor) that signs a matching agreement with HWTC to help provide funding for loan repayments. This contract is made and entered into pursuant to 63 O.S., § 1-2721 and Chapter 50 of Title 540 of the Oklahoma Administrative Code.

2. Physician Certifications

By signing this Contract, the Physician certifies that he/she:

- a) Holds a license as a physician from the Oklahoma State Board of Medical Licensure and Supervision or the Oklahoma State Board of Osteopathic Examiners;
- b) Has legitimate educational debt and has submitted documentation of such debt to HWTC including the amounts of the principal and interest owed;
- c) Agrees to establish a full-time primary care physician practice in a community approved by HWTC; primary care physician is defined at OAC 540:50-1-4(b).
- d) Has executed a SoonerCare Physician Provider Agreement or agrees to execute such Agreement within 60 days of signing this contract or practice start date; and
- e) Is not currently obligated and shall not become obligated to any other repayment program that has a conflicting service obligation.

3. Physician Obligations

The Physician agrees to:

- a) Operate the full-time primary care practice specified under Physician Certifications;
- b.) Contract as a SoonerCare Medical Home provider if certified as a Family, Pediatric, or General Internal Medicine Physician. All other Physician Certifications agree to maintain a patient volume each year composed of a target percentage of 25% SoonerCare members and shall provide documentation of the percentage of SoonerCare members quarterly or as otherwise requested by HWTC; SoonerCare members shall be defined as in the SoonerCare Physician Provider Agreement;
- c.) Provide medical services for Medicare Patients;
- d.) Cooperate with HWTC's monitoring and audit of Program compliance, supplying all requested documentation and according to specified due dates;
- e.) Maintain the physician license specified in Physician Certifications during the term of this Contract; should Physician's license be modified, suspended, revoked, or in any other way impaired during the term of this Contract, Physician shall notify HWTC in writing within thirty days of such action;

- f.) Establish their primary residence within the rural service area of their approved practice site;
- g.) As appropriate, refer his/her patients to the Oklahoma Tobacco Helpline and/or in house counseling. Information on the number of patients referred to the Tobacco Helpline and in-house counseling will be provided to HWTC quarterly during each year on the program.
- h.) An addendum to this contract will be provided by HWTC to be returned within 45 days of the practice start date and each year after. This addendum will include current personal and practice contact information, SoonerCare number and NPI number.
- i.) Any private sponsor match agreements must be executed by the physician and sponsor representative and returned upon receipt. This match agreement is made part of this contract.

4. Payments to Physician under this Program

- a) At the end of each contract year, HWTC shall determine if Physician has met the requirements to receive payment. If HWTC verifies all requirements were met and if Physician has at least \$200,000 in legitimate and documented educational debt, HWTC shall pay Physician a maximum of \$200,000 according to the following schedule:
 - i. \$50,000 at the end of the first contract year;
 - ii. \$50,000 at the end of the second contract year;
 - iii. \$50,000 at the end of the third contract year;
 - iv. \$50,000 at the end of the fourth contract year.

If total debt is less than \$200,000 HWTC shall prorate the amount awarded to the physician to provide an amount not to exceed legitimate educational debt of the physician.

- b) Each payment shall be distributed by HWTC to the Physician by drafts made payable to the Physician at the end of each contract year with disbursements not to exceed an amount to be established annually by HWTC. Prior to any disbursement, the Commission shall certify and properly review reports and documentation submitted by the participating physician detailing performance of activities in accordance with the Program, *including proof of full onetime application of prior year disbursement to the physician's documented medical education loans within 60 days of receipt of said funds. Please Initial:* _____

5. Term of the Contract

This Contract shall begin on _____, 20_ and end after one year. The Contract shall automatically renew for three additional one-year terms contingent on available funding from Community Sponsor and/or Public Sponsor and/or appropriated funds, unless HWTC notifies Physician that Contract will not be renewed.

6. Amendments

This Contract contains all of the terms and conditions of the Parties and no oral representations which conflict with the terms of this Contract made by any Party are binding. Any amendments to this Contract must be in writing and signed by all Parties.

7. Funding Availability

It is understood and agreed by the Parties that all obligations of HWTC, including the continuance of payments, are contingent upon the availability and continued appropriation of public or private funds; and, in no event shall HWTC be liable for any payments in excess of such available funding.

8. Contract Venue

The venue for civil actions arising from this Contract shall be Oklahoma County, Oklahoma. For the purpose of Federal jurisdiction, in any action in which the State of Oklahoma is a party, venue shall be United States District Court for the Western District of Oklahoma.

9. Incorporation by Reference

Physician's SoonerCare Provider Agreement is made part of this Contract and incorporated by reference.

10. Termination

- a) This Contract may be terminated immediately: i) by HWTC if OHCA terminates Physician's SoonerCare Provider Agreement; or ii) by HWTC if it determines that Physician does not meet Program requirements including, but not limited to, timely communication and remittance of Patient Volume Documentation Reports at the end of each quarter.
- b) In the event funding for the Oklahoma Medical Loan Repayment Program is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to the anticipated Contract expiration date, this Contract may be terminated immediately by HWTC.

11. Oklahoma Health Care Workforce Training Commission

HWTC administers the Program. Its contact information for the purpose of this Contract is:

Oklahoma Health Care Workforce Training Commission
119 North Robinson Avenue, Suite 520
Oklahoma City, Oklahoma 73102-4603
Telephone: (405) 604-0020

12. Physician

The Physician's current contact information will be included in an attached addendum.

Physician Name _____

Physician Practice Specialty _____

Approved Practice Community _____

EXECUTED:

Physician's Signature

Date

Executive Director

Date

Oklahoma Health Care Workforce Training Commission

NOTARY

STATE OF OKLAHOMA

COUNTY OF

Subscribed and sworn to or affirmed before me this ____ day of _____, 202_, by

.

(Signature of notarial officer)

(Seal, if any)

Title (and Rank)

(My commission expires: _____)

(My commission #: _____)