pennsylvania
DEPARTMENT OF HEALTH

Updated: 7/1/2025

Agreement of Participation in the Pennsylvania Department of Health's

Conrad State 30 J-1 Visa Waiver Program

WHEREAS, pursuant to Section 1302(a) of the Children's Health Care Act (Act), Act 1992-113, 62 P.S. §5001.1302(a), the Secretary of Health (Secretary) is responsible for establishing within the Department of Health (Department) the Primary Health Care Practitioners Program (Program) whose purpose is to increase the availability of and access to primary health care practitioners to rural and inner-city designated medically underserved areas or populations within the Commonwealth; and

WHEREAS, pursuant to Section 1302(b) of the Act, 62 P.S. §5001.1302(b), the Secretary is directed to implement comprehensive activities throughout the Commonwealth to achieve the goals of the Program including but not limited to promoting the recruitment and retention of primary health care practitioners in designated medically underserved areas; and

WHEREAS, the J-1 Visa Waiver Program, also referred to as the Conrad State 30 Program (Program) allows for waiver, upon the recommendation of a State Department of Public Health to the United States Department of State, of the two-year home residency requirement (before the International Medical Graduate (IMG) can petition for re-entry to the United States as a resident alien) under the following relevant conditions: (1) the IMG practices a minimum of 40 hours per week in a federally designated primary care health professional shortage area or medically underserved area (shortage areas); (2) the IMG agrees to serve for a period of no less than 3 years; and

WHEREAS, the Department of Health (Department) serves as a State Department of Public Heath in the J-1 Visa Waiver Program, to the extent to which the Program supports the Department's program objectives to improve access to and availability of primary care and other physician services to residents of shortage areas; and

WHEREAS, the Sponsor, requesting placement of the IMG, and the IMG have submitted an application for approval of a waiver request under the J-1 Visa Waiver Program; and

WHEREAS, the Department is willing to recommend approval of the waiver request contingent upon agreement of the Sponsor and IMG to the following terms and conditions; and

NOW, THEREFORE, the Department, Sponsor, and IMG, intending to be legally bound, hereby, agree as follows:

Article I. Sponsor and IMG Acknowledgements and Agreements

1.1 The IMG will practice a minimum of forty (40) hours per week, not including hospital rounds, travel, and on-call time, for not less than 3 years at the Department's approved practice site(s). Any break in service which is not covered by vacation/sick leave provided by the sponsor must be reported to the Department and the original end date will be extended.

1.2 The IMG will begin working at the approved practice site no later than 90 days after receipt of approval of the waiver by the United States Citizenship and Immigration Services (USCIS) for a minimum of three (3) years.

1.3 The Sponsor and IMG acknowledge that any changes in the approved practice site must be approved in writing by the Department prior to implementation of those changes, and hereby agree to provide such notification at least 30 days prior to the anticipated date of the change.

1.4 The Sponsor and IMG agree to provide a complete and accurate Verification of Employment and Practice Site Patient Report, on forms supplied by the Department, to the Department every six months during the service obligation or more frequently if requested.

1.5 The Sponsor and IMG agree to contact and collaborate with the Local Health Improvement Partnership in their area on locally identified health priorities and provide updates on collaborative activities with the Department's District Office and State Health Improvement Plan (SHIP) partner.

1.6 The Sponsor and IMG provide services to all individuals including the medically indigent, Medicaid and Medicare eligible patients, and will offer a sliding fee scale for the uninsured based on 200% of poverty level for patients unable to pay full charges.

1.7 The Sponsor will conspicuously post and comply with a statement of non-discrimination-based race, color, religious creed, ancestry, national origin, age, sex, sexual orientation, economic status, personal beliefs, or mental and physical health status.

1.8 The Sponsor and IMG will not include any provisions in the employment contract that modifies or amends any of the policies of the J-1 Visa Waiver Program.

1.9 The Sponsor and IMG agree to cooperate with mail, electronic, telephone, and/or site visits conducted by the Department or its representatives for the purpose of monitoring compliance with the J-1 Visa Waiver Program.

1.10 The Sponsor and the IMG will hold harmless the Secretary of Health and any Department employee from any action or lack of action made in connection with this request.

Article 2. Sponsor Assurances and Agreements

2.1 The Sponsor hereby attests that it has made a good faith effort without success to recruit an American citizen for the vacancy for which the IMG is being recommended during the last year preceding the request for a J-1 Visa Waiver program placement. The Sponsor further agrees to provide written documentation of such efforts to the Department upon request.

2.2 The sponsor agrees to notify the Department immediately if the IMG does not start work as agreed, if the IMG terminates his employment, and/or any other situation actually or potentially affecting the IMG's service obligation.

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Agreement of Participation (Continues)

Article 3. IMG Acknowledgements and Agreements

3.1 The IMG will provide the Department a copy of the document from USCIS waiving the J-1 Visa and approving the H1B Visa.

3.2 The IMG will provide the Department with his/her actual start date, current home address, telephone number, and email address throughout the service obligation period.

3.3 The IMG will possess and maintain the proper licensure required by the Commonwealth of Pennsylvania throughout the obligation period. Failure to maintain a license throughout the obligation period shall constitute a failure to meet the IMG's service obligation pursuant to this Agreement.

3.4 The IMG will notify the Department if the Sponsor is not complying with all J-1 program policies, or any other situation that may affect the completion of the service obligation.

Article 4. Responsibilities of the Department

4.1 The Department will provide a letter of support for the waiver request to the US Department of State (USDOS) providing the application is consistent with the Department's program objectives and demonstrates compliance with the Department's J-1 Visa Waiver Program policies.

4.2 If, through no fault of the IMG, it becomes impossible for the IMG to complete the service obligation at the approved practice site, the Department, at its discretion and upon investigation, may assist in the IMG's placement in another approved practice site in Pennsylvania.

Article 5. Falsification

Falsification, omission, or misrepresentation of the information in the waiver application or Verification of Employment Forms shall render this Agreement, and the IMG's placement, null and void, with the result that the IMG will have failed to meet his or her service obligation and the provisions of Article 6 shall apply.

Article 6. Failure to Meet Service Obligation

Failure of the IMG to meet his or her service obligation will result in notification by the Department to the Bureau of USCIS in the Department of Homeland Security that the IMG is in default of his/her waiver commitment, and/or possible removal of the Sponsor from further eligibility to participate in the Department's recruitment and retention initiatives.

I, _____, do hereby verify that the statements in the Agreement for
(Print Sponsor Name)

Participation in the Pennsylvania Department of Health's Conrad State 30 J-1 Visa Waiver Program are true and correct to the best of my personal knowledge, belief and information. I understand that false statements are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

By: _____ Date: _____
(Sponsor Signature)

1. I, _____, do hereby verify that the statements in the Agreement for
(**Print Physician Name**)
Participation in the Pennsylvania Department of Health's Conrad State 30 J-1 Visa Waiver Program are true and correct to the best of my personal knowledge, belief and information. I understand that false statements are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.
2. I declare and certify, under penalty of the provisions of 18 U.S.C. 1001, that I do not have pending nor am I submitting, during the pendency of this request, another request to any United States Government department or agency or any State Department of Public Health, or equivalent, other than the Department's J-1 Visa Waiver Program to act on my behalf in any matter relating to a waiver of my two-year home-country physical presence requirement.
3. I also declare and certify that I do not have a hardship waiver pending and I have not received a waiver of my J-1 Visa from the USCIS.
4. I hereby state that I have not received funding from my home country for my medical education or training, or if I have received funding from my home country for US medical training, I hereby check yes and attach to this agreement a letter of no objection from my home country regarding this waiver request.

By: _____ Date: _____
(Physician's Signature)