pennsylvania
DEPARTMENT OF HEALTH

Updated: 7/1/2025

Agreement of Participation in the Pennsylvania Department of Health's National Interest Waiver Program

Article I. Sponsor and Physician Acknowledgements and Agreements

1.1 The physician will practice a minimum of forty (40) hours per week, at the approved practice sites, not including hospital rounds, travel, and on-call time, for no less than 5 years of 2 additional years if physician has already completed a Conrad 30 or ARC Waiver. 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 Sponsor and Physician 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.

1.3 The Sponsor and Physician agree to 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.

1.4 The Sponsor and physician will not include any provisions in the employment contract that modifies or amends any of the policies of the NIW Program.

1.5 The Sponsor and Physician agree to cooperate with mail, electronic, telephone, and/or site visits conducted by the 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 agrees to notify the Department immediately if the physician does not start work as agreed, if the physician terminates his employment, and/or any other situation actually or potentially affecting the physician's service obligation.

Article 3. The Physician Acknowledgements an Agreements

3.1 The Physician will provide the Department a copy of the document from USCIS to include: I-797A Notice of Action.

3.2 The Physician 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 Physician 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 Physician 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 Citizenship and Immigration Services (USCIS) providing the application is consistent with the Department's program objectives and demonstrates compliance with the Department's NIW policies.

4.2 If, through no fault of the Physician, 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.

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Agreement of Participation (Continues)

Article 5. Falsification

Falsification, omission, or misrepresentation of the information in the waiver application shall render this Agreement, and the physician'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 National Interest 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 National Interest 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: _____
(Physician Signature)