



Pennsylvania
Department of Health

April 2, 2026

Dear Potential Applicant:

You are invited to submit an application to the Pennsylvania Department of Health in accordance with the enclosed Request for Applications (RFA) #67-206.

All questions regarding this RFA must be directed by e-mail to RA-DHLoanRepayment@pa.gov, no later than 12:00 p.m. EST on **April 10, 2026**. All questions must include the specific section of the RFA about which the potential applicant is requesting clarification. Answers to all questions will be posted at <https://www.pa.gov/agencies/health/healthcare-and-public-health-professionals/primary-care/loan-repayment#:~:text=Loan%20Repayment%20Program%20%28LRP%29%20The%20Department%20of%20Health,in%20federally%20designated%20Health%20Professional%20Shortage%20Areas%20%28HPSAs%29>.

Submit an application via the on-line Pennsylvania Primary Care Loan Repayment Program Practitioner Application found at the following website: <https://apps.health.pa.gov/LoanRepayment/>. Applications must be received no later than 11:59 p.m. EST on May 4, 2026. Applications can be submitted as soon as they are ready for submission; to prevent late submissions, applicants are encouraged not to wait until this closing date and time.

LATE APPLICATIONS WILL NOT BE ACCEPTED REGARDLESS OF THE REASON.

We expect that the evaluation of applications and the selection of Grantees will be completed within 18 weeks of the submission due date.

Sincerely,

Office of Procurement
For Agency Head

Enclosure

Request for Applications

Pennsylvania Primary Care Loan Repayment Program

Information for Practitioner Applicants,
Application Procedures
and
Application Instructions

Primary Care Loan Repayment Program

RFA 67-206

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Any Grant Agreement resulting from this RFA will include certain standard terms and conditions that will be attached as appendices and will be part of the agreement, which may either be found at <http://www.health.pa.gov/vendors> or are attachments to this RFA. These terms and conditions are not negotiable and are listed below:

- Program Specific Provisions
- Commonwealth Standard General Terms and Conditions (Grant) (Rev. 10/1/23)

Request for Applications

Pennsylvania Primary Care Loan Repayment Program

Information for Practitioner Applicants,
Application Procedures
and
Application Instructions

A. Information for Applicants

The Pennsylvania Primary Care Loan Repayment Program (“LRP”) was established by the Pennsylvania Department of Health (Department) to provide loan repayment opportunities as an incentive to recruit and retain primary care practitioners willing to serve underserved Pennsylvania residents. A Federal Health Resources and Services Administration Grant to States for Loan Repayment provides additional funding to the LRP.

Please read the LRP Request for Applications (“RFA”) in its entirety before proceeding with an application. Applicants should have a complete understanding of the commitment to serve at an LRP-approved community-based primary care medical, dental, or behavioral health center (“practice site”) and the consequences of failing to fulfill that commitment prior to submitting an application.

1. Introduction

The LRP is administered by the Department’s Primary Care Office. The LRP is designed to assist community-based primary health care centers, located in a Health Professional Shortage Area (“HPSA”) or serving underserved populations, with recruiting and retaining practitioners by providing grant funding to primary care practitioners employed at these centers to assist with repayment of their outstanding qualifying educational loans.

Only primary care practitioners licensed in the following disciplines and specialties may apply to the LRP:

Allopathic (Medical Doctor) or

Osteopathic (Doctor of Osteopathic Medicine) Physicians:

Practicing primary care in one of the following specialties: family medicine, general internal medicine, general pediatrics, geriatrics, psychiatry, or obstetrics/gynecology

Physician Assistants - Certified or

Certified Registered Nurse Practitioners:

Practicing primary care in one of the following specialties: adult health, family health, pediatrics, geriatrics, women’s health, or psychiatric/mental health

Certified Nurse-Midwives

Dentists: Practicing in general dentistry or pediatric dentistry

Registered Dental Hygienists

Public Health Dental Hygiene Practitioners

Psychologists

Licensed Clinical Social Workers

Licensed Professional Counselors

Licensed Marriage and Family Therapists

Practitioners providing patient care in **any** other discipline are **not eligible** to apply to the LRP.

Primary care practitioners wishing to submit an application must meet all eligibility requirements stated in this RFA and must be currently employed at an LRP-approved practice site(s) either located in a federally designated HPSA **or** serving a minimum of 30% low-income patients. In return for grant funding, a participating practitioner must fulfill a two-year full-time or half-time LRP service commitment at the practitioner's LRP-approved practice site(s).

The LRP seeks practitioners who demonstrate the characteristics for and an interest in serving medically underserved populations and remaining in underserved areas beyond the service commitment. **The primary purpose of the LRP is to increase access to primary care services in underserved areas, not the repayment of educational loans.**

a. Service Commitment

The LRP will provide grant funds through a grant agreement (“agreement”) to practitioners to repay their outstanding qualifying educational loans in exchange for providing primary healthcare services at an LRP-approved outpatient primary care practice site for a contracted grant period of two years. The anticipated agreement term is **July 1, 2026, to June 30, 2028**, subject to the availability of funding.

For the purposes of this RFA, primary care is defined as the day-to-day healthcare related to family medicine, internal medicine, pediatrics, geriatrics, obstetrics and gynecology, dentistry, or behavioral and mental health that are provided by physicians, physician assistants, certified registered nurse practitioners, certified nurse midwives, dentists, registered dental hygienists, public health dental hygiene practitioners, psychologists, licensed clinical social workers, licensed professional counselors, and licensed marriage and family therapists. Typically, this provider acts as the first contact and principal point of continuing care for patients within a healthcare system and coordinates other specialist care that the patient may need. In addition to basic primary and preventive health care, services shall include prenatal and perinatal services; appropriate cancer screening; well-child services; immunizations against vaccine-preventable diseases; screening for elevated blood lead levels, communicable diseases and cholesterol; pediatric eye, ear, and dental screenings; voluntary family planning services; and preventive dental services, as appropriate for the patient population.

For the purposes of this RFA, primary health care services ***do not include*** medical specialty services (such as, but not limited to, hospice, rehabilitation, oncology, rheumatology, podiatry, endocrinology, gastroenterology, and cardiology) and dental specialty services (such as, but not limited to, orthodontics, endodontics, and periodontics). Behavioral health centers that limit care to a specific population (such as, but not limited to, individuals with developmental disabilities) would be considered specialty services and not be eligible for the LRP.

1) Full-Time Service Commitment

For full-time practitioners, LRP participation will be contingent upon continuous, full-time practice at an LRP-approved practice site(s) for the period of **July 1, 2026, through June 30, 2028**. Full-time practice is defined as between 36 and 40 hours per week, 48 weeks per year. Furthermore, the 36-40-hour week must include not less than three days per week, with not more than 12 hours of work to be performed in any given 24-hour period. Of the 36-40 hours per week, a minimum of 32 hours must be spent providing direct patient care at the LRP-approved practice site(s). Up to eight hours per week may be spent providing patient care in alternative settings (for example, hospitals, nursing homes, shelters) as directed by the approved sites(s) or performing clinical-related administrative activities. Practitioners who provide obstetric services may spend up to 19 hours a week providing direct obstetric patient care at an affiliated hospital. Practitioners do not receive service credit for hours worked over the required 36-40 hours per week and excess hours cannot be applied to any other work week. Also, time spent while in an “on-call” status will not be counted toward the service commitment.

2) Half-Time Service Commitment

For half-time practitioners, LRP participation will be contingent upon continuous, half-time practice at an LRP-approved practice site(s) for the period of **July 1, 2026, through June 30, 2028**. Half-time practice is defined as a minimum of 20 hours per week, 48 weeks per year. Furthermore, the 20-hour week must include not less than two days per week, with not more than 12 hours of work to be performed in any given 24-hour period. Of the 20 hours per week, a minimum of 16 hours must be spent providing direct patient care at the LRP-approved practice site(s). Four hours per week may be spent providing patient care in alternative settings (for example, hospitals, nursing homes, shelters) as directed by the approved sites(s) or performing clinical-related administrative activities. Practitioners who provide obstetric services may spend up to nine hours per week providing direct obstetric patient care at an affiliated hospital. Practitioners do not receive service credit for hours worked over the required 20 hours per week and excess hours cannot be applied to any other work week. Also, time spent while in an “on-call” status will not be counted toward the service commitment.

For the purposes of this RFA, administrative activities are defined as clinical-related administrative, management, or other activities, and may include charting, training, laboratory follow-up, patient correspondence, attending staff meetings, activities related to maintaining professional licensure, and other non-treatment related activities pertaining to the practitioner’s LRP-approved practice site(s). **Any time spent in a management role is considered to be an administrative activity. The duties of a medical director are also considered primarily administrative and LRP applicants serving in such a capacity must meet the minimum hourly requirements for direct patient care – 32 hours for full-time and 16 hours for half-time.** Clinical services

provided by an LRP practitioner while precepting students/residents may be counted as direct patient care as long as the patient is present.

b. Eligibility Requirements

1) To be eligible all applicants must:

- i. Be a United States (“U.S.”) Citizen (either U.S. born or naturalized) or a U.S. National;
- ii. Participate or be eligible to participate as a provider in the Medicare, Medicaid, and Children’s Health Insurance Program, as appropriate;
- iii. Meet discipline and specialty-specific education, training, and licensure requirements at the time of application, as described in paragraph A.1.c (below); and
- iv. Be providing full-time or half-time primary health care at an LRP-approved practice site(s) at the time of application, as described above.

2) The following factors will make an individual *ineligible* for participation:

- i. Having any outstanding service obligation at the time of application or during any part of the service commitment period defined in paragraph A.1.a (above) for health professional or other service to the federal government (for example, National Health Service Corps (“NHSC”) Loan Repayment Program obligation, NHSC Scholarship Program obligation, or a NURSE Corps Loan Repayment Program obligation) or other entity (for example, a recruitment bonus that obligates you to remain employed at a certain site) including the Primary Care Loan Repayment Program; or
- ii. History of having breached a prior health professional service obligation to the federal, state, or local government or other entity.

Note: For the purposes of the LRP, the Public Service Loan Forgiveness program is NOT considered a service commitment because it does not obligate you to remain employed at a certain practice site.

- iii. Leaving the practice site(s) worked at during the time of application. Failure to remain employed at the practice site(s) worked at during the time of application will result in automatic disqualification of the application, even if an award has already been announced.

c. Eligible Disciplines

1) Primary Medical Care

i. Allopathic (MD) or Osteopathic (DO) Physicians

- a) Board certified or board eligible and practicing primary care in one of the following specialties: family medicine, general internal medicine, general pediatrics, geriatrics, or obstetrics/gynecology.
- b) Completed an approved residency program in a primary care specialty defined in Paragraph A.1.c.1.i.a (above).
- c) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license.

ii. Physician Assistants

- a) Practicing primary care in one of the following specialties: adult, family, pediatrics, geriatrics, or women's health.
- b) Has a degree or certificate from an accredited physician assistant education program.
- c) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license.

iii. Certified Registered Nurse Practitioners

- a) Practicing primary care in one of the following specialties: adult, family, pediatrics, geriatrics, or women's health.
- b) Has a degree or certificate from an accredited nursing school.
- c) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license.

iv. Certified Nurse-Midwives

- a) Practicing primary care in obstetrics/gynecology.
- b) Has a degree or certificate from an accredited nursing school.
- c) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license.

2) Primary Dental Care

i. Dentists

- a) Practicing in general dentistry or pediatric dentistry.
- b) Has a Doctor of Dental Surgery or Doctor of Dental Medicine degree from an accredited program.
- c) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license.

ii. Registered Dental Hygienists

- a) Has a degree or certification from an accredited dental hygiene training program.
- b) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license.

iii. Public Health Dental Hygiene Practitioners

- a) Has a degree or certification from an accredited dental hygiene training program.
- b) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license.

3) Primary Behavioral and Mental Health Care

i. Allopathic (MD) or Osteopathic (DO) Physicians

- a) Board certified or board eligible and practicing psychiatry.
- b) Completed an approved residency or fellowship program in psychiatry.
- c) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license.

ii. Physician Assistants

- a) Practicing in mental health or psychiatry.
- b) Has a degree or certificate from an accredited physician assistant education program.

- c) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license.

iii. Certified Registered Nurse Practitioners

- a) Practicing in mental health or psychiatry.
- b) Has a degree or certificate from an accredited nursing school.
- c) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license in psychiatry or mental health

iv. Psychologists

- a) Practicing in mental or behavioral health.
- b) Has a doctoral degree (Ph. D. or equivalent) from an accredited program for applicable discipline.
- c) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license to practice independently and unsupervised.

v. Licensed Clinical Social Workers

- a) Practicing in mental or behavioral health.
- b) Has a master's degree or doctoral degree in social work from an accredited program for applicable discipline.
- c) Possess a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license to practice independently and unsupervised.

vi. Licensed Professional Counselors

- a) Practicing in mental or behavioral health.
- b) Has a master's degree or higher with a major study in counseling from an accredited program for applicable discipline.
- c) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license to practice independently and unsupervised.

vii. Licensed Marriage and Family Therapists

- a) Practicing in mental or behavioral health.
- b) Has a master's or doctoral degree from an accredited program for applicable discipline.
- c) Possesses a current, full, permanent, unencumbered, unrestricted Pennsylvania health professional license to practice independently and unsupervised.

Additional information about how to apply, evaluation of applications, and grant awards is set forth in Section B.

Providing false information in an application will automatically disqualify the application.

This RFA provides interested and eligible parties with information to prepare and submit applications to the Department. Questions about this RFA can be directed to the contact listed on the potential applicant letter (which is the first page of this RFA) by the date and time listed therein. All questions must include the specific section of the RFA about which the potential applicant is requesting clarification. Answers to all questions will be posted at <https://www.pa.gov/agencies/health/healthcare-and-public-health-professionals/primary-care/loan-repayment#:~:text=Loan%20Repayment%20Program%20%28LRP%29%20The%20Department%20of%20Health,in%20federally%20designated%20Health%20Professional%20Shortage%20Areas%20%28HPSAs%29>. Each applicant shall be responsible to monitor the website for new or revised RFA information. The Department shall not be bound by any information that is not either contained within the RFA or formally issued as an addendum by the Department.

In order to do business with the Commonwealth of Pennsylvania (“Commonwealth”) providers selected for an award are required to enroll in the SAP system. Awardees may enroll by selecting “Non-Procurement” at: <https://www.budget.pa.gov/Services/ForVendors/Pages/Vendor-Registration.aspx> or by calling toll free at 1-877-435-7363. The PDF and MP4 embedded links next to “Non-Procurement” provide guidance on enrolling.

2. Availability of Funds

Agreements will be awarded based on the availability of funding. All agreements will include a commitment of service at an LRP-approved practice site(s) for a period of two years.

Maximum grant awards for loan repayment for eligible **full-time** practitioners are as follows:

Physician	\$80,000
Dentist	\$80,000
Psychologist	\$80,000
Physician Assistant	\$48,000
Certified Registered Nurse Practitioner	\$48,000
Certified Nurse Midwife	\$48,000
Registered Dental Hygienist	\$48,000
Public Health Dental Hygiene Practitioner	\$48,000
Licensed Clinical Social Worker	\$48,000
Licensed Professional Counselor	\$48,000
Licensed Marriage & Family Therapist	\$48,000

Maximum grant awards for loan repayment for eligible **half-time** practitioners are half of the award amounts listed above:

The amount that the Department agrees to grant for loan repayment will not exceed the total student indebtedness for each individual practitioner. For each year of the resulting agreement the practitioner will receive 50% of the total award indicated in the agreement.

a. Grant Payments

Grant funds will be distributed at the end of each fiscal year of the service commitment. The anticipated agreement term is July 1, 2026, to June 30, 2028. The LRP will send approved grant payments directly to the practitioner as per the payment provisions.

The practitioner **MUST** provide verification that all grant payments received through this program were paid against the balances of the qualifying educational loans that were approved as part of the agreement. A verification document must be provided to the LRP within 60 calendar days of receipt of the LRP funds and clearly show that the entire award was applied to the approved loans. The verification document must be an official document that includes the lender's name, the account holder's name, the loan account number, and must reflect all payments made during the agreement period. A cancelled check, bank statement, or confirmation of a scheduled payment will not be accepted as proof that loan payments were properly applied.

Failure to provide a verification document within 60 calendar days of receipt of LRP funds will result in a breach of the agreement with penalties imposed on the practitioner.

b. Taxability

- 1) Federal Taxability - Effective with loan repayments received in taxable years beginning after December 31, 2008, the Patient Protection and Affordable Care Act (PL 111-148), Section 10908, excludes assistance provided to participants in state student loan repayment programs for certain health professionals. Paragraph (4) of section 108(f) of the Internal Revenue Code of 1986 is amended to read as follows: “In the case of an individual, gross income shall not include any amount received under section 338(g) of the Public Health Service Act, under a state program described in section 338I of such Act, or under any other state loan repayment or loan forgiveness program that is intended to provide for the increased availability of healthcare services in underserved or health professional shortage areas (as determined by such state).”
- 2) State Taxability – Student loan repayments received as an inducement to enter or as a result of employment in a certain profession or field are considered taxable compensation for Pennsylvania personal income tax purposes according to the Pennsylvania Department of Revenue Personal Income Tax Bulletin 2009-02. However, Income Tax Bulletin 2009-02, also states that generally, such loan payments are not subject to Pennsylvania personal income tax unless the student provides services directly to the payor or lender in exchange. Program participants should seek the advice of a qualified tax counselor regarding this matter.

3. Qualification Factors

Applicants who have a history of not honoring prior verbal or written agreements to participate in the NHSC or LRP will not be selected.

a. Qualifying Loans

An approved LRP practitioner will receive grant funding to be applied to the principal, interest, and related expenses of outstanding Government (federal, state, or local) and commercial student loans for undergraduate or graduate education obtained by the practitioner for school tuition, other reasonable educational expenses, and reasonable living expenses. The educational loans must be obtained prior to the date of application to the LRP and must be applicable to the health professions degree attained for qualification for the LRP. The LRP does not provide repayment for educational loans to be utilized in the pursuit of current or future education.

Consolidated or refinanced loans will only be considered for repayment if *each original* loan in the consolidation or refinance would have been considered a qualifying educational loan to the applicant (and can be documented as such) and the consolidated or refinanced loan is from a government (federal, state, or local) or commercial student lender. An educational loan that would have been

considered an LRP qualifying loan that has been consolidated or refinanced with an ineligible (non-qualifying) debt of the applicant will not be considered for loan repayment. Qualifying educational loans consolidated with loans owned by any other person, such as a spouse or parent, are ineligible for repayment.

1) Non-Qualifying Educational Expenses

Examples of **non-qualifying** educational expenses include:

- i. Eligible education loans owned wholly or in part by any person other than the applicant.
- ii. Loans for which the applicant incurred a service obligation which has not been fulfilled.
- iii. Financial damages or loans obtained to repay damages incurred as a result of a breach of contract with any federal, state, or local agency or any commercial lending institution.
- iv. Loans for which the associated documentation does not identify the loan as solely applicable to undergraduate or graduate education of the applicant.
- v. Loans for education that are not applicable to the health professions degree attained for qualification for the LRP.
- vi. Loans not obtained from a government or commercial lending institution.
- vii. Loans that have been repaid in full.
- viii. Personal lines of credit.
- ix. Credit card debt.

The Department will be the final authority in determining qualifying educational loans.

2) Documentation and Verification of Loans

Documentation of loans will be required. Documentation for qualifying educational loans must establish that the loans were made to obtain the education for the qualifying discipline.

Applicants will be required to provide the following documentation for each loan that is being submitted for consideration. It is permissible to submit

multiple documents, if necessary, to provide all the required information. Please note that the online application system allows only two documents to be uploaded for each loan. If multiple documents are required, they must be attached as a single document in pdf format.

- i. Account Statement – This document is used to provide current information on qualifying educational loans. Often borrowers receive monthly statements indicating the status of loan balances. This document shall:
 - a) Be on official letterhead or other clear verification that it comes from the lender/holder;
 - b) Include the name of the borrower;
 - c) Contain the account number;
 - d) Include the date of the statement (cannot be more than 30 calendar days from the date of LRP application submission); and
 - e) Include the current outstanding balance or the current payoff balance.
- ii. Disbursement Report – This report is used to verify the originating loan information and shall:
 - a) Be on official letterhead or other clear verification that it comes from the lender/holder;
 - b) Include the name of the borrower;
 - c) Contain the account number;
 - d) Include the type of loan;
 - e) Include the original loan date;
 - f) Include the original loan amount; and
 - g) Include the purpose of the loan.

For applicants with federal loans, a National Student Loan Data System also known as an NSLDS Aid Summary Report may be uploaded and will satisfy the requirement for the Disbursement Report.

b. Practice Site Information

To qualify for the LRP, the applicant must be employed (full-time or half-time), at the time of application, at a practice site which must be approved by the Department. Employment at multiple practice sites will be considered as long as all practice sites belong to the same parent organization and all are LRP-approved. LRP-approved practice sites will be required to verify employment status prior to an application being selected for an LRP award. To become approved for participation in the LRP, practice sites must be healthcare facilities that provide comprehensive outpatient primary and preventive medical, dental, or behavioral and mental health services to populations residing in HPSAs or that serve a minimum of 30% low-income patients. (For the purposes of this RFA, low-income patients are defined as patients who are uninsured or underinsured and receive services at no charge or based on a sliding/discounted fee schedule for patients whose income is at or below 200% of the Federal Poverty Level. Medicaid patients are also counted as low-income patients.)

Examples of community-based healthcare centers include:

- 1) Federally Qualified Health Centers (“FQHCs”)
- 2) FQHC Look-Alikes
- 3) Free Clinics
- 4) General Dental Clinics
- 5) Certified Rural Health Clinics
- 6) Public Health Departments
- 7) State Correctional Institutions
- 8) Certified Community Behavioral Health Clinics
- 9) Behavioral Health Outpatient Clinics licensed by the Pennsylvania Office of Mental Health and Substance Abuse Services (“OMHSAS”)
- 10) Hospital-Affiliated Outpatient Primary Care Practices
- 11) Medical or Dental Group or Solo Private Practices

The following are **not** eligible, even if they are located in a HPSA: federal, county, and local prisons; inpatient hospitals; other inpatient facilities; home-based health

care settings; specialty clinics; clinics that provide 100 percent telehealth services; and clinics that limit care to veterans and active duty military personnel.

Also, behavioral and mental health sites that **do not** provide primary care or comprehensive behavioral health services (such as, but not limited to, sites that only provide crisis intervention, addiction treatment, or substance use treatment) are not eligible for the LRP. Mental health private practices or other entities that are not licensed by OMHSAS as psychiatric outpatient clinics are not eligible.

LRP practitioners may be either employees or independent contractors of the practice site. Contract negotiations are solely the responsibility of the practitioner and are between the practitioner and the practice site. The agreement is separate and independent from a practitioner's contract with the practice site.

Practitioner applications cannot be submitted until the practice site(s) at which the practitioner is working is LRP-approved and is available in the drop-down menu within the practitioner application system. **For practitioners working at multiple practice sites, each practice site must be LRP-approved at the time of application even though the practice sites have the same parent organization. Site approval is tied to physical address of the site.** Practitioners should verify with their practice site director or administrator that their practice site(s) has been LRP-approved for loan repayment prior to beginning a practitioner application. Practice site applications must be submitted by the practice site director or administrator and can be found at: <https://apps.health.pa.gov/LoanRepayment>.

A list of LRP-approved practice sites current as of the date of this RFA is available at: <https://apps.health.pa.gov/LoanRepayment/ValidSitesDashboard.aspx>. Practice Site Applications submitted after the opening of the Practitioner Application period are not guaranteed to be approved prior to the end of the Practitioner Application period. Practice sites approved subsequent to the publishing of this RFA will appear in the drop-down menu within the Practitioner Application. Practice site approval can be verified by searching the database using the LRP Approved Practice Site Online Search instructions available at the above website.

Selecting a practice site where the applicant is not providing clinical services will disqualify the application. LRP Administration will verify an applicant's employment by sending an Initial Employment Verification ("IEV") Form to the Site Administrator listed in the LRP database for the applicant's organization. An LRP Practitioner Application will not be considered complete until the IEV Form is returned from the Practice Site(s) listed on the application.

B. Application Procedures

1. General

- a. An online application for the Pennsylvania Primary Care Loan Repayment Program can be found at: <https://apps.health.pa.gov/LoanRepayment>.
- b. Applications must be received by the Department by the time and date stated in the cover letter. The Department will reject any late applications. The decision of the Department with regard to timeliness of submission is final.
- c. If it becomes necessary to revise any part of the application guidelines, an amendment will be posted on the Department of Health Loan Repayment website at <https://www.pa.gov/agencies/health/healthcare-and-public-health-professionals/primary-care/loan-repayment#:~:text=Loan%20Repayment%20Program%20%28LRP%29%20The%20Department%20of%20Health,in%20federally%20designated%20Health%20Professional%20Shortage%20Areas%20%28HPSAs%29>.
- d. The decision of the Department with regard to selection of applicants is final. The Department reserves the right, in its sole and complete discretion, to reject any and all applications received as a result of this request and to negotiate separately with competing applicants.
- e. The Department is not liable for any costs the applicant incurs in preparation and submission of its application, in participating in the RFA process or in anticipation of award of the resulting grant agreement(s).
- f. The Department reserves the right to cancel the RFA at any time up until the full execution of the resulting grant agreement(s).
- g. Awarded applicants and non-selected applicants shall not be permitted to issue news releases pertaining to this project prior to official written notification of award by the Department review committee. Any subsequent publication or media release issued by the Grantee throughout the life of the grant using funding from this grant agreement must acknowledge the Department as the granting agency and be approved in writing by the Department.

2. Evaluation of Applications

All applications meeting stated requirements in this RFA and received by the designated date and time will be reviewed by the Department.

A limited number of agreements will be awarded. The LRP is expected to be highly competitive. The Department anticipates more applicants for loan repayment awards than there are funds available.

To determine which applicants receive funding, consideration will first be given to community need as determined by such factors as:

- The type of practice site, (refer to Paragraph A.3.b);
- HPSA designation; and
- Service to low-income populations.

Priority will then be given to applicants who:

- Are legal residents of Pennsylvania at the time of application;
- Are graduates of Pennsylvania institutes of education for high school, undergraduate, post graduate, and residency programs;
- Have attained their health professional license within the past 10 years;
- Have experience at their current practice site; and
- Have a connection to the community where they are practicing.

The LRP will award funding based on the criteria identified above to the extent that funding is available. Awards will be made as follows, except that the Department may reallocate funds among the categories if sufficient qualified applications in each category are not received:

Primary care medical practitioners - 50% of available funding
Dental practitioners - 25% of available funding
Behavioral and mental health practitioners - 25% of available funding

3. Awards

Grants will be administered through the Department.

All applicants will receive official written notification of the status of their application from the Department.

When an applicant is approved for an award, a grant agreement will be prepared for signature by the practitioner and the Commonwealth. All agreements will be administered through the Department.

4. Verification of Service

Monitoring of the service by practitioners shall be conducted on an ongoing basis by the Department. Service Verification Forms will be sent out by the LRP in accordance with the practitioner's payment schedule and must be returned to the Department, countersigned by the practice site director or administrator, certifying continuous service by the practitioner. Scheduled grant payments for loan repayment will not be released until completed Service Verification Forms are received by the Department.

The practitioner is required to maintain practice records in such form and containing such information that the Department may readily determine if the individual has complied with or is complying with the terms and conditions of the agreement. The Department reserves the right to conduct regular surveys to assure that all practitioners (and their practice sites) are maintaining practices which accept Medicaid, Medicare, and Children's Health Insurance Program assignment, fully implement a discounted/sliding fee schedule with discounts for patients whose income is at or less than 200% of the Federal Poverty Level, and do not discriminate based upon ability to pay.

C. Application Instructions

Instructions for the online practitioner application for the Pennsylvania Primary Care Loan Repayment Program can be found in a separate document at: <https://www.pa.gov/agencies/health/healthcare-and-public-health-professionals/primary-care/loan-repayment#:~:text=Loan%20Repayment%20Program%20%28LRP%29%20The%20Department%20of%20Health,in%20federally%20designated%20Health%20Professional%20Shortage%20Areas%20%28HPSAs%29>.

The application must be received by the date and time specified in the cover letter. Applicants should consider that technical difficulties could arise and allow sufficient time to ensure timely submission. **(Late applications will be rejected, regardless of the reason). The application can be submitted as soon as it is ready for submission; to prevent late submissions, applicants are encouraged to not wait until the closing date and time in the cover letter.**

PROGRAM SPECIFIC PROVISIONS

1. SERVICE COMMITMENT REQUIREMENTS.

- a. Definitions. As used in this exhibit, the following terms have the meanings set forth below.

“**Full-time Service Commitment**” means providing qualifying primary health care and performing other approved activities for 36 to 40 hours per week for 48 weeks per year.

“**Half-time Service Commitment**” means providing qualifying primary health care and performing other approved activities for at least 20 hours per week for 48 weeks per year.

- b. Full-time Service Commitment - Qualifying Primary Health Care and Other Approved Activities.

i. *Direct Patient Care.* The Grantee shall provide at least 32 hours of direct patient care per week to patients who are eligible for Medical Assistance, Children's Health Insurance Program, or Medicare, and other patients, regardless of their ability to pay, for at least 3 days per week at the Approved Practice Site(s), with no more than 12 hours of work in any 24-hour period.

ii. *Other Approved Activities.* For up to eight hours per week, the Grantee may provide direct patient care at an alternative site, as directed by the director or administrator of the practice site(s) identified in the Service Commitment and Payment Schedule, or perform clinical-related administrative activities.

iii. *Obstetric Services.* For up to 19 hours per week, a Grantee who provides direct obstetric patient care may provide direct obstetric patient care at an affiliated hospital.

iv. *No Service Commitment Credit.* The Grantee shall not receive service commitment credit for care provided beyond the 40-hours per week maximum or for time spent in an “on-call” status.

- c. Half-time Service Commitment - Qualifying Primary Health Care and Other Approved Activities.

i. *Direct Patient Care.* The Grantee shall provide at least 16 hours of direct patient care per week to patients who are eligible for Medical Assistance, Children's Health Insurance Program, or Medicare, and other patients, regardless of their ability to pay, for at least 2 days per week at the Approved Practice Site(s), with no more than 12 hours of work in any 24-hour period.

- ii. *Other Approved Activities.* For up to four hours per week, the Grantee may provide direct patient care at an alternative site, as directed by the director or administrator of the practice site(s) identified in the Service Commitment and Payment Schedule, or perform clinical-related administrative activities.
- iii. *Obstetric Services.* For up to 9 hours per week, a Grantee who provides direct obstetric patient care may provide direct obstetric patient care at an affiliated hospital.
- iv. *No Service Commitment Credit.* The Grantee shall not receive service commitment credit for care provided beyond the 20-hours per week maximum or for time spent in an “on-call” status.

2. REPORTING REQUIREMENTS. At least annually, the Department shall send a Service Verification Form (“SVF”) to the Grantee. The Grantee shall complete the SVF and submit it to the Department within 10 calendar days of the date the SVF is received by the Grantee. To be considered complete, the SVF must be signed by the Grantee and the director or administrator of the Approved Practice Site(s) and accurately document the time the Grantee spent providing qualifying primary health care and performing any other approved activities during the verification period.

3. OTHER REQUIREMENTS.

- a. *Licensure and Certifications.* At all times during the Service Commitment Period, the Grantee shall possess and maintain the proper licensure and certification(s) for the discipline identified in section A(2) of the Service Commitment and Payment Schedule.
- b. *Voluntary Change of Practice Site.* The Grantee shall obtain the Department’s prior written approval of any voluntary change in practice site(s). The Department may approve any such change by providing written notice of approval to the Grantee. If the Grantee voluntarily changes practice site(s) without obtaining the Department’s prior written approval, the Department may terminate this agreement in accordance with section 11(c) of this agreement.
- c. *Involuntary Change of Practice Site.* If the Grantee’s employer requires the Grantee to provide care at an unapproved practice site, the Grantee shall immediately provide written notice to the Department.
- d. *Practice Site Name Change or Relocation.* If the Grantee’s employer changes the name or relocates the Approved Practice Site(s), the Grantee shall immediately provide written notice to the Department.
- e. *Change of Personal Contact Information.* If there is a change to the Grantee’s home address, personal telephone number(s), or e-mail address, the Grantee shall provide written notice to the Department within 10 days of the change.

- f. *Voluntary Resignation or Termination for Cause.* If the Grantee voluntarily resigns from employment at or is terminated for cause by the Approved Practice Site(s), the Grantee shall immediately notify the Department. In such an event, the Department may terminate this agreement in accordance with section 11(c) of this agreement.
- g. *Unemployment.* If the Grantee is separated from employment at the Approved Practice Site(s) due to no fault of the Grantee, the Grantee shall immediately notify the Department. The Department may temporarily defer the Grantee's Service Commitment Period. In such an event, the Department may waive the Grantee's service obligation or temporarily suspend the Grantee's service obligation until the Grantee secures employment at another eligible practice site(s).
- h. *Undue Hardship.* The Grantee may request a deferment or waiver of part or all of the Grantee's service commitment obligations due to a temporary or permanent undue hardship.

Examples of temporary hardship include:

- i. A medical leave of absence;
- ii. Maternity/Paternity/Adoption Leave that exceeds 12 weeks; or
- iii. Call to Active Duty in the Armed Forces.

Examples of permanent hardship include:

- i. Death; or
- ii. Permanent Disability

The Department may require the Grantee to submit additional documentation that it deems necessary to evaluate the Grantee's request.

- i. *Ineligibility.* Any Grantee who falsifies or misrepresents information on their grant application, an SVF, or other required document of the Program shall be disqualified from further participation in this grant and shall be deemed ineligible to receive any subsequent grant under the Program.
- j. *Withholding of Wages.* If the Department suspends or terminates this agreement in accordance with section 10 or 11(c) of the agreement and the Grantee subsequently becomes a Commonwealth employee, the Grantee hereby authorizes the Commonwealth to withhold the Grantee's wages until the amount due is satisfied.

**COMMONWEALTH STANDARD TERMS AND CONDITIONS
(GRANT) (Revised 10/1/2023)**

1. DEFINITIONS

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

2. INDEMNIFICATION

The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

3. NONDISCRIMINATION/SEXUAL HARASSMENT

A. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

B. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:

- (i) in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (ii) in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

- (iii) in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.
 - (iv) in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
 - (v) in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- C. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- D. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- E. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.

F. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

~~4.~~ **GRANTEE INTEGRITY**

A. **Definitions.** For purposes of these Grantee Integrity Provisions, the following definitions apply:

- (i) "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- (ii) "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.
- (iii) "Grantee Related Parties" means any Affiliates of the Grantee and the Grantee's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.
- (iv) "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- (v) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor's Code of Conduct, Executive Order 1980-18](#), as may be amended, 4 Pa. Code §7.153(b), apply.
- (vi) "Non-Solicitation Award Process" means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

B. Representations and Warranties.

- (i) **Grantee Representation and Warranties.** The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
 - a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - b. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 - c. had any business license or professional license suspended or revoked;
 - d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - e. been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
- (ii) **Grantee Explanation.** If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.
- (iii) **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
- (iv) **Notice.** The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Grantee's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to

intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.

C. Grantee Responsibilities. During the term of this agreement, the Grantee shall:

- (i) maintain the highest standards of honesty and integrity.
- (ii) take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
- (iii) establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
- (iv) not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
- (v) not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
- (vi) comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
- (vii) comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
- (viii) immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's

Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

D. **Investigations.** If a State Inspector General investigation is initiated, the Grantee shall:

- (i) reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
- (ii) cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.
- (iii) upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.

E. **Termination.** For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

F. **Subcontracts.** The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this

agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.

5. CONTRACTOR RESPONSIBILITY

A. **Definition.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

B. **Contractor Representations.**

- (i) The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.
- (ii) The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.

C. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.

D. **Default.** The Contractor's failure to notify the Commonwealth of its

suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.

- E. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- F. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

6. AMERICANS WITH DISABILITIES ACT

- A. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement.
- B. **Compliance.** For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- C. **Indemnification.** The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

7. APPLICABLE LAW AND FORUM

This agreement is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and

any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Grantee, and the Grantee consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

8. RIGHT TO KNOW LAW

- A. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this agreement.
- B. **Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this agreement, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:
- (i) access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this agreement that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 - (ii) any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this agreement.
- C. **Trade Secret or Confidential Proprietary Information.** If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- D. **Reimbursement.**
- (i) **Commonwealth Reimbursement.** If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.

(ii) **Grantor Reimbursement.** The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.

E. **Challenges of Commonwealth Release.** The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.

F. **Waiver.** As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

G. **Survival.** The Grantee's obligations contained in this Section survive the termination or expiration of this agreement.

9. OFFSET

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

10. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

A. **Payment Method.** The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:

<https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>

B. **Unique Identifier.** The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.

- C. **ACH Information in the Commonwealth's Master Database.** The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

11. WORKER PROTECTION AND INVESTMENT

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- A. Construction Workplace Misclassification Act;
- B. Employment of Minors Child Labor Act;
- C. Minimum Wage Act;
- D. Prevailing Wage Act;
- E. Equal Pay Law;
- F. Employer to Pay Employment Medical Examination Fee Act;
- G. Seasonal Farm Labor Act;
- H. Wage Payment and Collection Law;
- I. Industrial Homework Law;
- J. Construction Industry Employee Verification Act;
- K. Act 102: Prohibition on Excessive Overtime in Healthcare;
- L. Apprenticeship and Training Act; and
- M. Inspection of Employment Records Law.