

TITLE 9. HEALTH SERVICES
CHAPTER 15. DEPARTMENT OF HEALTH SERVICES
LOAN REPAYMENT
ARTICLE 1. GENERAL

Section

R9-15-101. Definitions

ARTICLE 2. PRIMARY CARE PROVIDER LOAN REPAYMENT PROGRAM

Section

R9-15-201. ~~Definitions~~ Repealed

R9-15-202. ~~Loans Qualifying for Repayment~~ Qualifying Loans and Restrictions

~~R9-15-204.~~ ~~R9-15-203.~~ Award Amounts

~~R9-15-203.~~ ~~R9-15-204.~~ Loan Repayment Application and Award Timetable Administration

~~R9-15-205.~~ ~~Loan Repayment Contract~~

~~R9-15-206.~~ ~~R9-15-205.~~ Primary Care Provider Eligibility Criteria Requirements

~~R9-15-207.~~ ~~R9-15-206.~~ Service Site Eligibility Criteria Requirements

~~R9-15-208.~~ ~~R9-15-207.~~ Prioritization of Eligible Service Sites

~~R9-15-209.~~ ~~Service Site Application~~

~~R9-15-210.~~ ~~R9-15-208.~~ Primary Care Provider Application Packet

~~R9-15-211.~~ ~~R9-15-209.~~ Selection of Primary Care Providers Review, Notification, and Appeals

~~R9-15-212.~~ ~~R9-15-210.~~ Reapplication Contract Renewal

~~R9-15-213.~~ ~~R9-15-211.~~ Service Verification and Repayment of Primary Care Services

~~R9-15-214.~~ ~~Loan Repayments~~

~~R9-15-215.~~ ~~R9-15-212.~~ Notice of Failure to Complete the Full Term of Service under the Contract at the Service Site

~~R9-15-217.~~ ~~R9-15-213.~~ Suspension of Service under the Contract to Transfer to Another Eligible Service Site Contract Suspension

~~R9-15-216.~~ ~~R9-15-214.~~ Liquidated Damages for Failure to Complete the Full Term of Service under the Contract

~~R9-15-218.~~ ~~R9-15-215.~~ Waiver of Liquidated Damages

~~R9-15-216.~~ ~~Contract Cancellation~~

ARTICLE 3. RURAL PRIVATE PRIMARY CARE PROVIDER LOAN REPAYMENT PROGRAM

REPEALED

Section

- R9-15-301. ~~Definitions~~ Repealed
- R9-15-302. ~~Loans Qualifying for Repayment~~ Repealed
- R9-15-303. ~~Loan Repayment Application and Award Timetable~~ Repealed
- R9-15-304. ~~Award Amounts~~ Repealed
- R9-15-305. ~~Loan Repayment Contract~~ Repealed
- R9-15-306. ~~Primary Care Provider Eligibility Criteria~~ Repealed
- R9-15-307. ~~Service Site Eligibility Criteria~~ Repealed
- R9-15-308. ~~Prioritization of Eligible Service Sites~~ Repealed
- R9-15-309. ~~Service Site Application~~ Repealed
- R9-15-310. ~~Primary Care Provider Application~~ Repealed
- R9-15-311. ~~Selection of Primary Care Providers~~ Repealed
- R9-15-312. ~~Reapplication~~ Repealed
- R9-15-313. ~~Service Verification~~ Repealed
- R9-15-314. ~~Loan Repayments~~ Repealed
- R9-15-315. ~~Notice of Failure to Complete the Full Term of Service under the Contract at the Service Site~~ Repealed
- R9-15-316. ~~Liquidated Damages for Failure to Complete the Full Term of Service under the Contract~~ Repealed
- R9-15-317. ~~Suspension of Service under the Contract to Transfer to Another Eligible Service Site~~ Repealed
- R9-15-318. ~~Waiver of Liquidated Damages~~ Repealed

ARTICLE 1. GENERAL

R9-15-101. Definitions

In this Chapter, unless otherwise specified:

1. “Advance practice provider” has the same meaning as in A.R.S. § 36-2171(1).
2. “Application packet” means the information and documents required by the Department for the review and approval to award loan repayments funds to a primary care provider required in R9-15-208.
- ~~4.3.~~ “AHCCCS” means Arizona Health Care Cost Containment System.
- ~~2.4.~~ “Ambulatory care services” means all types of primary care services that are provided only on an outpatient basis.
- ~~3.5.~~ “Arizona medically underserved area” or “AzMUA” means a primary care area that is designated by the Secretary of the United States Department of Health and Human Services as a health professional shortage area or that is designated by the Department using the methodology described in A.A.C. R9-24-203.
6. “Behavioral health provider” has the same meaning as in A.R.S. § 36-2171.
7. “Behavioral health specialist” means a licensed physician assistant certified by the Arizona Regulatory Board of Physician Assistants or a registered nurse practitioner certified by the Arizona Board of Nursing to practice in an approved mental health specialty area.
- ~~4.8.~~ “Business organization” means an entity such as a sole proprietorship, an unincorporated association, a corporation, a limited liability company, a partnership, or a governmental entity.
9. “Calendar day” means each day, not excluding the day of the act, event, or default from which a designated period of time begins to run and including the last day of the period unless it is a Saturday, Sunday, statewide furlough day, or legal holiday, in which case the period runs until the end of the next day that is not a Saturday, Sunday, statewide furlough day, or legal holiday.
10. “Certified nurse midwife” means a registered nurse practitioner who is certified by the Arizona State Board of Nursing to perform as a midwife.
11. “Clinical social worker” means an individual licensed under A.R.S. § 32-3293.
- ~~5.12.~~ “Commercial loan” means an advance of money made by a bank, credit union, savings and loan association, insurance company, school, or other financial or credit institution that is subject to examination and supervision in its capacity as a lender by an agency of the United States or of the state in which the lender has its principle place of business.

- ~~6.13.~~ "Complete application" means a submission from a primary care provider that contains all documents and information listed in either R9-15-209(A) and R9-15-210(A) and (B) or R9-15-309(A) and R9-15-310(A) and (B).
- ~~7.14.~~ "Days" means calendar days, excluding the day of the act, event, or default from which a designated period of time begins to run and including the last day of the period unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- ~~8.15.~~ "Dentist" means an individual licensed under A.R.S. Title 32, Chapter 11, Article 2.
- ~~9.16.~~ "Department" means the Arizona Department of Health Services.
- ~~10.17.~~ "Educational expenses" has the same meaning as in 42 C.F.R. § 62.22.
18. "Encounter" means a face-to-face visit between a patient and a primary care provider during which primary care services are rendered.
19. "Encounter report form" means a document used by a primary care provider to document the total number of face-to-face visits, including visits utilizing the sliding-fee schedule, at the primary care provider's service site.
- ~~11.20.~~ "Family unit" means a group of individuals residing together who are related by birth, marriage, or adoption or an individual who does not reside with another individual to whom the individual is related by birth, marriage, or adoption.
21. "Federal prison" means a secure facility managed and run by the Federal Bureau of Prisons that confines an individual convicted of a crime.
22. "Federally Qualified Health Centers" or "FOHC" means an organization that:
- a. Is a nonprofit service site that receives a grant or funding from a grant under section 330 of the Public Health Service (PHS) Act; or
 - b. Is a FOHC "Look-Alikes" that is a nonprofit service site certified by the Secretary of Health and Human Services as meeting the requirements for receiving a grant under section 330 of the PHS Act but are not grantees; or
 - c. Is an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or by the urban Indian organization receiving funds under title V of the Indian Health Care Improvement Act.
- ~~12.23.~~ "Fiscal year" means the 12-month period from July 1 of one calendar year to June 30 of the following calendar year.

- ~~13-24.~~ "Full-time" means working for at least 40 hours per week in a clinical practice for at least 45 weeks per service year during the seven-day period between Sunday at 12:00 a.m. and Saturday at 11:59 p.m.
- ~~14-25.~~ "Government loan" means an advance of money made by a federal, state, county, or city agency.
- ~~26.~~ "Half-time" or "part-time" means working at least 20 hours per week in a clinical practice, not to exceed 39 hours per week, for a minimum of 45 weeks per service year.
- ~~15-27.~~ "Health professional school" has the same meaning as "school" in 42 C.F.R. § 62.2.
- ~~16-28.~~ "Health professional shortage area" or "HPSA" means a geographic area, population group, public or non-profit private medical facility or other public facility determined ~~region designated~~ by the Secretary of the United States Department of Health and Human Services to have a shortage of primary health care professional under 42 U.S.C. § 254e.
- ~~17-29.~~ "Immediate family" means an individual in any of the following relationships to the primary care provider:
- ~~a.~~ Spouse,
 - ~~b.~~ Natural or adopted child,
 - ~~e.~~ Stepchild,
 - ~~d.~~ Natural or adoptive parent,
 - ~~e.~~ Stepparent,
 - ~~b.~~ Natural, adopted, foster, or step-child,
 - ~~c.~~ Natural, adoptive, or step-parent,
 - ~~f.d.~~ Full or partial brother or sister,
 - ~~g.e.~~ Stepbrother or stepsister,
 - ~~h.f.~~ Grandparent or spouse of grandparent,
 - ~~i.g.~~ Grandchild or spouse of grandchild,
 - ~~j.h.~~ Father-in-law or mother-in-law,
 - ~~k.i.~~ Brother-in-law or sister-in-law, and
 - ~~l.j.~~ Son-in-law or daughter-in-law.
- ~~30.~~ "Indian health services facility" means a health care facility (whether operated directly by the Indian Health Service; or by a tribe or tribal organization contracting with the Indian Health Service in compliance with the Indian Self-Determination and Education Assistance Act; or by an urban Indian organization receiving funds under Subchapter IV of the Indian Health Care Improvement Act) which provides clinical treatment services to eligible American Indians and Alaska Natives on an outpatient basis.

- ~~18.31.~~ "Living expenses" has the same meaning as in 42 C.F.R. § 62.22.
- ~~32.~~ "Loan Repayment Program" or "LRP" means primary care provider or rural private primary care provider Loan Repayment Program.
- ~~19.33.~~ ~~"Mid-level provider" has the same meaning as in A.R.S. § 36-2171.~~
- ~~20.34.~~ ~~"Nurse midwife" means a registered nurse practitioner who is certified by the Arizona State Board of Nursing to perform as a midwife.~~
- ~~35.~~ "Marriage and family therapist" means an individual licensed under A.R.S. § 32-3311.
- ~~36.~~ "Nonprofit" means owned by and operated under the direction of an entity that is recognized as exempt under § 501 of the United States Internal Revenue Code.
- ~~37.~~ "Other health facility" means a facility that is not a FQHC, a FQHC Look-Alike, a rural health clinic, an Indian health service facility, a tribally-operated health program, an urban Indian health program, a federal or state prison or a private practice.
- ~~38.~~ "Pharmacist" has the same meaning as in A.R.S. § 32-1901.
- ~~21.39.~~ "Physician" has the same meaning as in A.R.S. § 36-2351. [**cites Title 32, Ch. 13 or 17**]
- ~~22.40.~~ "Physician assistant" has the same meaning as in A.R.S. § 32-2501.
- ~~23.41.~~ "Population" means the total of permanent residents, according to the most recent decennial census published by the United States Census Bureau or according to the most recent Population Estimates for Arizona's Counties and Incorporated Places published by the Arizona Department of Economic Security.
- ~~24.42.~~ "Poverty level" means the annual income for a family unit of a particular size included in the poverty guidelines updated annually in the Federal Register by the United States Department of Health and Human Services.
- ~~25.43.~~ "Primary care area" means a geographic region designated as a primary care area by the Department under A.A.C. R9-24-204.
- ~~26.44.~~ "Primary care index" means the report in which the Department designates primary care areas as medically underserved by using the methodology described in A.A.C. R9-24-203.
- ~~45.~~ "Primary care loan" means a long-term, low-interest-rate financial contract between the Health Resources and Services Administration and a full-time student pursuing a degree in allopathic or osteopathic medicine.
- ~~27.46.~~ "Primary care provider" means a physician, dentist, pharmacist, advance practice provider or behavioral health provider according to A.R.S. §§ 36-2172 and 36-2174.
- a. ~~One of the following providing direct patient care in general or family practice medicine, general internal medicine, pediatrics, or obstetrics:~~

- i. ~~A physician,~~
- ii. ~~A physician assistant,~~
- iii. ~~A registered nurse practitioner, or~~
- iv. ~~A nurse midwife; or~~

b. ~~A dentist.~~

~~28.47.~~ "Primary care services" means medical, dental, or behavioral health care provided by a primary care provider.

~~29.48.~~ "Private" means owned by and operated under the direction of an entity other than the federal or state government or a political subdivision of the state.

~~49.~~ "Private practice" means a professional health care provider providing health care services regarding family medicine, internal medicine, pediatrics, geriatrics, obstetrics-gynecology, dentistry, or behavioral-mental health.

~~50.~~ "Professional counselor" means an individual licensed under to A.R.S. § 32-3301.

~~51.~~ "Psychiatrist" means a licensed physician who is board-certified, or is board-eligible, to provide mental health services.

~~52.~~ "Psychologist" means the same as in A.R.S. § 32-2061.

~~30.53.~~ "Public" means owned by and operated under the direction of the federal or state government or a political subdivision of the state.

~~54.~~ "Qualifying educational loans" means a government or private student loan for actual costs paid for tuition or reasonable education and living expenses that contemporaneously occurred during undergraduate or graduate education of a primary care provider and obtained prior to the submission of an application packet.

~~31.55.~~ "Reasonable educational expenses" means educational expenses that are equal to or less than the health professional school's estimated standard student budget for educational expenses for the course of study and for the year or years during which the primary care provider pursued the course of study.

~~32.56.~~ "Reasonable living expenses" means living expenses that are equal to or less than the health professional school's estimated standard student budget for living expenses for the course of study and for the year or years during which the primary care provider pursued the course of study.

~~33.57.~~ "Registered nurse practitioner" has the same meaning as in A.R.S. § 32-1601.

~~34.58.~~ "Rural" has the same meaning as in A.R.S. § 36-2171.

59. "Rural health clinic" means a facility certified by the Centers for Medicare & Medicaid Services under section 1861 (aa)(2) of the Social Security Act that receives special Medicare and Medicaid reimbursement.
- ~~35-60.~~ "Service site" means a medical, ~~or~~ dental, or behavioral health practice providing primary care services meeting requirements in R9-15-206 and located in a HPSA or AzMUA.
61. "Service verification form" means a document certifying a primary care provider's full-time, continuous employment at the primary care provider's approved service site.
62. "State prison" means a secure facility managed and run by state that confines an individual convicted of a crime.
- ~~36-63.~~ "Student" means an individual pursuing a course of study at a health professional school.
64. "Telemedicine" has the same meaning as in A.R.S. § 36-3601.
- (3) "Telemedicine" means the practice of health care delivery, diagnosis, consultation and treatment and the transfer of medical data through interactive audio, video or data communications that occur in the physical presence of the patient, including audio or video communications sent to a health care provider for diagnostic or treatment consultation.
65. "Tribally-operated health program" means an Indian tribe or tribal organization that operates any health program, service, function, activity, or facility funded, in whole or part, by the Indian Health service (IHS) through, or provided for in, a contract or compact with the IHS in compliance the Indian Self-Determination and Education Assistance Act.
- ~~37-66.~~ "Tuition" means the amount actually paid for instruction at a health professional school.
67. "Working day" means a Monday, Tuesday, Wednesday, Thursday, or Friday that is not a state and federal holiday or a statewide furlough day.

Note: make clear electronic documents are same as written ... "Documentation" or "documented" means requested information provided in written, photographic, electronic, or other permanent form.

ARTICLE 2. PRIMARY CARE PROVIDER LOAN REPAYMENT PROGRAM

R9-15-201. Definitions Repealed

In this Article, unless otherwise specified:

1. "Degree of shortage ranking" means a number assigned to a HPSA by the United States Secretary of Health and Human Services to indicate the severity of need for primary care providers.
2. "HPSA" means health professional shortage area.
3. "Nonprofit" means owned by and operated under the direction of an entity that is recognized as exempt under § 501 of the United States Internal Revenue Code.
4. "PCPLRP" means primary care provider loan repayment program.

R9-15-202. Loans Qualifying for Repayment Qualifying Loans and Restrictions

A. The Department shall use PCPLRP loan repayment funds ~~only~~ to repay:

1. Principal, interest, and related expenses of a government ~~loans~~ loan and commercial ~~loans~~ loan taken out by a primary care provider while obtaining a degree ~~in allopathic or osteopathic medicine or dentistry or as a physician assistant, registered nurse practitioner, or nurse midwife to pay contemporaneous~~ leading to the eligibility for licensure:
 - a. Tuition,
 - b. Reasonable educational expenses, and
 - c. Reasonable living expenses; ~~or~~ and
2. Government or commercial loans resulting from the refinancing or consolidation of loans described in subsection (A)(1).

B. A primary care providers shall receive loan repayment funds provided:

- a. The qualifying educational loan is still owed; or
- b. A refinanced-consolidated loan is made up entirely of qualifying educational loans.

~~B.C.~~ Obligations or debts incurred under the following are ineligible for repayment:

1. The National Health Service Corps Scholarship Program,
2. The Armed Forces Health Professional Scholarship Program,
3. The Indian Health Service Scholarship Program, ~~and~~
4. The Arizona Medical Student Loan Program,
5. A loan for which the applicant incurred a service obligation which will not be fulfilled before the deadline for submission of the LRP application.

6. A loan for which the associated documentation cannot identify that the loan was solely applicable to the undergraduate or graduate education of the applicant.
7. A loan not obtained from a Government entity or private student loan lending institution. Most loans made by private foundations to individuals are not eligible for repayment.
8. A Primary Care Loan.
9. A loan subject to cancellation.
10. A residency loan, or
11. Any other loan that is ineligible for NHSC Loan Repayment Program.

E. The following restrictions apply to a primary care provider's lenders and loans:

1. The Department shall accept loan repayment to a maximum of three lenders.
2. If more than one loan is eligible for loan repayment, the primary care provider shall advise the Department of the percentage split of the loan repayment award to each lender.
3. A primary care provider remains responsible for the timely loan repayment of the loan.
4. A primary care provider shall arrange with each lender to make necessary changes in the payment schedule for each loan so that quarterly loan payments will not result in default.
5. A primary care provider is responsible for paying taxes that may result from a loan repayment award.

R9-15-204. R9-15-203. Award Amounts

A. The Department shall ~~determines~~ determine the annual amount of a loan repayment award that a primary care provider may receive based upon:

1. The priority ranking of the service site at which the primary care provider plans to serve the contract obligation of an application packet received from a primary care provider according to the points assigned under R9-15-207,
2. The amount of the qualifying loan repayment requested,
3. The full-time or half-time hours,
4. The amount does not exceed the maximum amount allowable according to subsection (B) or (C),
5. The Department has inadequate funds to provide the maximum amount that a primary care provider may be eligible to receive and the primary care provider agrees to contract for a lesser amount.
- 3-6. The contract year of service, and
- 4-7. The availability of funds.

- B. The Department ~~shall provides~~ provide loan repayment awards to physicians and dentists according to the following table:

Contract Year of Service	Maximum Annual Award Amount Allowable by Priority of Service Site		
<u>Full-Time</u>	Priority 1	Priority 2	Priority 3
<u>First year two years</u>	\$20,000 <u>\$65,000</u>	\$18,000 <u>\$58,500</u>	\$16,000 <u>\$52,000</u>
Second year <u>Each succeeding year</u>	\$20,000 <u>\$35,000</u>	\$18,000 <u>\$31,500</u>	\$16,000 <u>\$28,000</u>
<u>Third year</u>	\$22,000	\$20,000	\$18,000
<u>Fourth year</u>	\$25,000	\$22,000	\$20,000

Contract Year of Service	Maximum Annual Award Amount Allowable by Priority of Service Site		
<u>Half-Time</u>	Priority 1	Priority 2	Priority 3
<u>First two years</u>	<u>\$32,500</u>	<u>\$29,250</u>	<u>\$26,000</u>
<u>Each succeeding year</u>	<u>\$17,500</u>	<u>\$15,750</u>	<u>\$14,000</u>

- C. The Department provides loan repayment awards to ~~mid-level~~ pharmacists, advance practice providers, and behavioral health providers according to the following table:

Contract Year of Service	Maximum Annual Award Amount Allowable by Priority of Service Site		
<u>Full-Time</u>	Priority 1	Priority 2	Priority 3
<u>First year two years</u>	\$7,500 <u>\$50,000</u>	\$6,000 <u>\$45,000</u>	\$5,000 <u>\$40,000</u>
Second year <u>Each succeeding year</u>	\$7,500 <u>\$25,000</u>	\$6,000 <u>\$22,000</u>	\$5,000 <u>\$20,000</u>
<u>Third year</u>	\$9,000	\$7,500	\$6,500
<u>Fourth year</u>	\$10,500	\$9,000	\$8,000

Contract Year of Service	Maximum Annual Award Amount Allowable by Priority of Service Site		
<u>Half-Time</u>	Priority 1	Priority 2	Priority 3
<u>First two years</u>	<u>\$25,000</u>	<u>\$22,500</u>	<u>\$20,000</u>
<u>Each succeeding year</u>	<u>\$12,500</u>	<u>\$11,000</u>	<u>\$10,000</u>

- D. The Department shall not award an amount that exceeds the primary care provider's total qualifying loan indebtedness.
- E. The Department shall award a primary care provider ~~the an~~ amount of loan repayment requested as determined according to subsection (A). ~~unless the amount requested exceeds the maximum annual amount allowable according to subsection (B) or (C) or the Department has inadequate funds to provide the maximum annual amount allowable and the primary care provider agrees to contract for a lesser amount.~~

R9-15-203. R9-15-204. Loan Repayment Application and Award Timetable Administration

- A. The Department shall accept applications for the PCPLRP from primary care providers on a quarterly basis each fiscal year, as described below.
 - 1. ~~A primary care provider who wants to be considered for a contract term to commence on July 1 the first calendar day of any month shall submit a complete application so that it is received by the Department between March 16 and June 15.~~
 - 2. ~~A primary care provider who wants to be considered for a contract term to commence on October 1 shall submit a complete application so that it is received by the Department between March 16 and June 15.~~
 - 3. ~~A primary care provider who wants to be considered for a contract term to commence on January 1 shall submit a complete application so that it is received by the Department between June 16 and September 15.~~
 - 4. ~~A primary care provider who wants to be considered for a contract term to commence on April 1 shall submit a complete application so that it is received by the Department between September 16 and December 15.~~
- B. ~~Only two primary care providers from a service site are eligible to receive loan repayment each fiscal year.~~
 - 1. ~~The Department shall waive this restriction on November 1 if funds remain for the fiscal year.~~
 - 2. ~~A primary care provider whose application is denied under subsection (B) reapply may reapply between November 1 and December 15 to be considered for a contract term to commence on April 1.~~
- C. ~~The Department shall deny applications when no funds remain for the fiscal year. A primary care provider whose application is denied due to unavailability of funds for the current fiscal year may reapply after December 15 to be considered for a contract term for the next fiscal year.~~

- A. The Department shall complete an administrative and substantive review for an application packet and notify a primary care provider of the Department's determination as provided in R9-15-209.
- B. The Department shall determine the effective date of the contract following the Department's review in subsection (A).
- C. Only two primary care providers from a service site are eligible to receive loan repayment each fiscal year.
- D. The Department may waive the restricted number of primary care providers in subsection (E), if loan repayment funds are available at the last quarter of the fiscal year.
- E. The Department shall deny applications when no funds remain for the fiscal year.
- F. As determined by the Department, the application packet submission time period may vary.
- G. The Department shall provide a notice 60 calendar days prior to implementing a change to the application packet submission time period.

R9-15-205. Loan Repayment Contract

- A. In exchange for loan repayment, a primary care provider shall contract with the Department to provide full time continuous services at a specified eligible service site for a minimum of 24 months in accordance with the agreements described in R9-15-206(A). The primary care provider shall sign and return the contract to the Department.
- B. The contract shall comply with A.R.S. title 41, Chapter 23 and 2 A.A.C. 7.
- C. Primary care services performed before the effective date of the PCPLRP contract do not count toward satisfaction of the period of service under the contract.

R9-15-206. R9-15-205. Primary Care Provider Eligibility Criteria Requirements

- A. A primary care provider requesting to participate in the primary care loan repayment program shall submit to the Department an application packet prescribed by the Department under R9-15-208.
- A.B. To be eligible to participate in the PCPLRP LRP, a primary care provider shall:
 1. Be a United States citizen, either U.S. born, naturalized, or U.S. National.
 2. Have completed the final year of a course of study or program approved by an accrediting agency recognized by the United States Department of Education or the Council for Higher Education Accreditation for higher education in a health profession licensed under A.R.S. Title 32;

3. Hold a current Arizona license or certificate in good standing in a health profession licensed under A.R.S. Title 32;
4. If a physician, have completed a professional residency program and be board certified or board eligible to sit for the certifying examination in:
 - a. Family ~~or general practice~~ medicine,
 - b. Pediatrics,
 - c. ~~Obstetrics, or~~ Obstetrics-gynecology,
 - d. Internal medicine,
 - e. Psychiatry, or
 - f. Geriatrics;
5. Have a signed contract for current or prospective employment at ~~an eligible a~~ a service site or a letter of intent signed by ~~the individual in the senior leadership position at an eligible~~ an authorized individual from the service site indicating an intent to hire the primary care provider;
6. Agree to contract with the Department to provide primary care service as a full-time or half-time primary care provider at a service site located in a HPSA or AzMUA, as applicable, for a minimum of 24 months;
6. ~~Agree to contract with the Department to serve full-time providing primary care services at the eligible service site for a minimum of 24 months, with 12 or 24 month contract extensions available upon mutual agreement with the individual in the senior leadership position at the service site;~~
7. ~~Agree, unless an obstetrician or nurse midwife, to work at least 32 of the minimum 40 hours per week providing ambulatory care services at the service site during scheduled office hours;~~
8. ~~Agree, if an obstetrician, or nurse midwife, to work at least 21 hours per week providing ambulatory care services at the service site during scheduled office hours;~~
- 9.7. If a primary care provider providing primary care service, in a HPSA or an AzMUA,
Agree agree to charge for primary care services at the usual and customary rates prevailing in the primary care area, except that:
 - a. A patients patient unable to pay the usual and customary rates shall be charged a reduced rate according to the services site's sliding-fee schedule based on poverty level, a nominal fee, or not charged; and

- b. A medically uninsured individual from a family unit with annual incomes at or below 200% of the poverty level shall be charged according to a sliding-fee schedule approved by the Department or not charged;
- ~~10.8.~~ Agree not to discriminate on the basis of a patient's ability to pay for care or the payment source, including Medicare or AHCCCS, or other public or private insurance;
- ~~11.9.~~ Agree to accept assignment for payment under Medicare ~~and to participate in AHCCCS;~~ Medicaid (AHCCCS), or other public or private insurance; and
- ~~12.10.~~ Have satisfied any other obligation for health professional service owed under a contract with a federal, state, or local government or another entity before beginning a period of service under the ~~PCPLRP~~ LRP.
- C.** A primary care provider shall submit documentation necessary for the Department to access records and acquire information necessary to verify information provided by the primary care provider.
- D.** The Department shall verify loan information with each lender presented to the Department by a primary care provider.
- E.** The Department may verify any other information provided by the primary care provider.
- F.** In exchange for loan repayment funds and after receiving a notification of award to receive loan repayment funds from the Department, a primary care provider shall contract with the Department to provide primary care services for a minimum of 24 months.
- ~~B.G.~~** A primary care provider in a HPSA, ~~The following are~~ is not eligible to participate in the LRP, if the primary care provider:
 - 1. ~~A primary care provider who has~~ Has breached a health professional services contract with a federal, state, or local government or another entity;
 - 2. ~~A primary care provider against whose property there is~~ Has a judgment lien against the primary care provider's property for a debt owed to the United States; ~~and or~~
 - 3. ~~A primary care provider who is in a~~ private for-profit practice.
- H.** A rural private primary care provider in an AzMUA is not eligible to participate in the LRP, if the primary care provider:
 - 1. Has breached a health professional services contract with a federal, state, or local government or another entity; or
 - 2. Has a judgment lien against the primary care provider's property for a debt owed to the United States.

~~To be eligible to have~~ For a primary care provider to participate in the ~~PCPLRP LRP~~, a primary care provider's service site shall:

1. Provide primary care services in a:
 - a. ~~public~~ Public or nonprofit private practice located in a HPSA, or
 - b. Private, nonprofit, or for-profit practice located in a rural AzMUA;
 2. ~~Accept Medicare assignment for payment under Medicare, Medicaid (AHCCCS), and~~ other public or private insurance;
 3. Be an AHCCCS provider;
 4. A service site, whether in a HPSA or an AzMUA, ~~Charge-charge~~ for primary care services at the usual and customary rates prevailing in the primary care area, except that the service site shall have a policy providing that:
 - a. A ~~patients~~ patient unable to pay the usual and customary rates shall be charged a reduced rate according to the service site's sliding-fee schedule based on poverty level, nominal fee, or not charged; and
 - b. A medically uninsured individual from a family unit with annual incomes at or below 200% of the poverty level shall be charged according to a sliding-fee schedule approved by the Department or not charged;
 5. Not discriminate on the basis of a patient's ability to pay for services or the payment source, including Medicare or AHCCCS, or other public or private insurance-;
 6. Submit a sliding-fee schedule according to 9 A.A.C. 5 to the Department for approval;
 7. Implement the Department's approved sliding-fee schedule; and
 8. Ensure a notice of the availability of the sliding-fee schedule to eligible individuals by, at a minimum, posing in the reception area a poster provided by the Department that advertises the availability of the sliding-fee schedule for eligible individuals.
- or --
8. Post a notice provided by the Department in the reception area that the service site offers discounted primary care service rates to individuals meeting the requirements in (4).

~~R9-15-208.~~ **R9-15-207. Prioritization of Eligible Service Sites**

- A. The Department shall prioritize an application packet by assigning points based on the following factors:
1. Resident of Arizona as determined by A.R.S. § 15-1802:
 - a. Yes = 4 points, or
 - b. No = 1 point;

2. Graduate of an Arizona educational institution and holds a degree or certificate to practice medical, dental, or behavioral health services as required by R9-15-206:

a. Yes = 4 points, or

b. No = 1 point;

3. Experience serving medically underserved populations:

a. Yes = 4 points, or

b. No = 0 point;

~~A. The Department shall prioritize a eligible sites by assigning points based upon the following criteria:~~

~~1.4. Location of the service site:~~

<u>Location</u>	<u>Points</u>
Rural	4
Non-rural	0

~~2.5. Degree of shortage ranking assigned to the HPSA in which the service site is located
HPSA score assigned by the United States Secretary of Health and Human Services for the area in which the service site is located:~~

<u>Degree of shortage HPSA score ranking</u>	<u>Points</u>
1	<u>4-1-13</u>
2	<u>3-14-17</u>
3	<u>2-18-20</u>
4	<u>1-Greater than 20</u>

~~3. Population to primary care provider ratio points received by the primary care area in which the service site is located on the most recent primary care index generated under A.A.C. R9-24-203.~~

6. Site type approved as practice type:

<u>Type</u>	<u>Points</u>
<u>Indian Health Services Facilities, Tribally-Operated Health Programs</u>	<u>10</u>
<u>FQHC, FQHC Look-Alike, Critical Access Hospitals, Rural Health Clinics</u>	<u>8</u>
<u>State and Federal Prisons</u>	<u>6</u>
<u>Others Health Facilities and Private Practices</u>	<u>4</u>

~~4. Percentage of minority population in the primary care area in which the service site is located as set forth in the most recent primary care index:~~

<u>Percentage</u>	<u>Points</u>
<u>≥50%</u>	<u>4</u>

40-50%	3
30-39%	2
20-29%	1
<20%	0

7. Percentage of underserved population on AHCCCS, Medicare, or Sliding-fee Schedule:

<u>Percentage</u>	<u>Points</u>
<u>Greater than 50%</u>	<u>10</u>
<u>35-50%</u>	<u>8</u>
<u>26-34%</u>	<u>6</u>
<u>11-25%</u>	<u>4</u>
<u>Less than 10%</u>	<u>2</u>

~~5. Distance from the service site to the nearest city or town with a population of 20,000 or greater:~~

≥45	4
<45	0

8. Distance to the next Sliding Fee Schedule clinic of the same primary care service type:

<u>Miles</u>	<u>Points</u>
<u>Greater than 45</u>	<u>4</u>
<u>Less than 45</u>	<u>0</u>

B. To determine a primary care provider's priority ranking, The the Department shall prioritize each eligible service site an application packet according to the sum of the assigned points for each factor described in subsection (A):

- ~~1. A service site that scores 18 to 26 priority 1 equals 35 to 44 points is Priority 1;~~
- ~~2. A service site that scores 19 to 17 priority 2 equals 25 to 34 points is Priority 2; and~~
- ~~3. A service site that scores 8 or fewer priority 3 equals 24 or less points is Priority 3.~~

R9-15-209. Service Site Application

~~A. The individual in the senior leadership position at a service site shall complete a service site application form, available from the Department, to have the Department determine service site eligibility and a priority score. The individual in the senior leadership position at the service site shall provide the completed service site application to the primary care provider applying to participate in the PCPLRP. The completed service site application shall include the following information:~~

- ~~1. The name and street address of the service site;~~

2. ~~The service site's business organization type;~~
 3. ~~The following information about the HPSA in which the service site is located, if known:~~
 - a. ~~Name;~~
 - b. ~~Federal identification number, and~~
 - c. ~~Federal degree of shortage ranking;~~
 4. ~~The name and address of the primary care provider's prospective employer, if different from the name and address of the service site;~~
 5. ~~The prospective employer's business organization type, if the prospective employer is different from the service site;~~
 6. ~~A statement that the service site is in compliance with the requirements of R9-15-207;~~
 7. ~~A statement that the service site has financial means available to provide the following to the primary care provider for a minimum of 24 months of full-time services:~~
 - a. ~~Salary;~~
 - b. ~~Benefits, and~~
 - c. ~~Malpractice insurance expenses;~~
 8. ~~The service site's Medicare identification number;~~
 9. ~~The service site's AHCCCS provider number;~~
 10. ~~The notarized signature of the individual in the senior leadership position at the service site certifying that all of the information on the application is true; and~~
 11. ~~The following documentation:~~
 - a. ~~A copy of the service site's sliding fee scale, and~~
 - b. ~~A copy of the service site's policy for using the sliding fee scale.~~
- B.** ~~The Department shall send a written notice of appealable agency action that complies with A.R.S. Title 41, Chapter 6, Article 10 to the individual in the senior leadership position at a service site that is determined to be ineligible to have a primary care provider participate in the PCPLRP. If the individual in the senior leadership position at the service site decides to appeal, the individual in the senior leadership position at the service site shall file a notice of appeal with the Department within 30 days after receiving the notice of appealable agency action. This appeal shall be conducted in accordance with A.R.S. Title 41, Chapter 6, Article 10.~~

R9-15-210. R9-15-208. Primary Care Provider Application Packet

- A. ~~To apply for loan repayment, a primary care provider shall submit to the Department the following documents:~~

1. ~~A completed primary care provider application on a form provided by the Department, including the information described in subsection (B);~~
 2. ~~A copy of the primary care provider's social security card;~~
 3. ~~A copy of one of the following issued to the primary care provider:~~
 - a. ~~Birth certificate,~~
 - b. ~~United States passport, or~~
 - c. ~~Naturalization papers;~~
 4. ~~A copy of the loan documents for each qualifying loan for which repayment is requested;~~
 5. ~~Documentation showing that the primary care provider has completed the final year of a course of study or program approved by an accrediting agency recognized by the United States Department of Education or the Council for Higher Education Accreditation for higher education in a health profession licensed under A.R.S. Title 32;~~
 6. ~~Documentation showing that the primary care provider holds a current Arizona license or certificate in good standing in a health profession licensed under A.R.S. Title 32;~~
 7. ~~If a physician, documentation showing that the primary care provider has completed a professional residency program in and is either board certified or eligible to sit for the certifying examination in:~~
 - a. ~~Family or general practice,~~
 - b. ~~Pediatrics,~~
 - c. ~~Obstetrics, or~~
 - d. ~~Internal medicine;~~
 8. ~~A copy of the contract signed by both the individual in the senior leadership position at the service site and the primary care provider evidencing current or prospective employment with the service site, which may include a provision that the primary care provider may or shall be released from the contract if not selected for a loan repayment award, or a copy of the letter of intent signed by the individual in the senior leadership position at the service site indicating an intent to hire the primary care provider;~~
 9. ~~Documentation showing that any other obligation for health professional service owed under a contract with federal, state, or local government or another entity will be satisfied before beginning a period of service under the PCPLRP;~~
 10. ~~A completed service site application; and~~
 11. ~~A copy of the primary care provider's curriculum vitae.~~
- B.** ~~A completed primary care provider application form shall include the following:~~
1. ~~The following information about the primary care provider:~~

- a. Full name;
- b. Social Security number;
- c. Date of birth;
- d. Citizenship;
- e. Ethnicity;
- f. Gender;
- g. Home address;
- h. Home and alternate telephone numbers;
- i. Work address;
- j. Work telephone number;
- k. Whether the primary care provider is:
 - i. A physician;
 - ii. A physician assistant;
 - iii. A registered nurse practitioner;
 - iv. A nurse midwife, or
 - v. A dentist;
- l. Whether the primary care provider specializes in:
 - i. Family or general practice;
 - ii. Pediatrics;
 - iii. Obstetrics, or
 - iv. Internal medicine;
- m. The primary care provider's subspecialty, if any;
- n. Whether the primary care provider is fluent in:
 - i. Spanish;
 - ii. A Native American language, which shall be identified, or
 - iii. Another non-English language, which shall be identified;
- o. The method by which the primary care provider learned of the PCPLRP;
- p. The degrees held by the primary care provider, including majors or fields of study;
- q. Whether the primary care provider has a prior or existing health professional service obligation and the following information about each prior or existing service obligation:
 - i. The name and address of the program;

- ii. ~~The name and telephone number of an individual with the program who may be contacted for further information; and~~
 - iii. ~~The terms of the obligation;~~
 - r. ~~Whether the primary care provider is in default of a health professional service obligation described under subsection (B)(1)(q) and a description of the circumstances of default, if any; and~~
 - s. ~~Whether any of the primary care provider's property is subject to a judgment lien for a debt to the United States;~~
2. ~~The following information about each undergraduate school that the primary care provider attended:~~
- a. ~~Name;~~
 - b. ~~Address;~~
 - c. ~~Month and year that attendance commenced;~~
 - d. ~~Month and year of graduation or termination of attendance;~~
 - e. ~~Degree obtained by the primary care provider; and~~
 - f. ~~The following information about one reference at the school:~~
 - i. ~~Full name,~~
 - ii. ~~Title, and~~
 - iii. ~~Telephone number;~~
3. ~~The following information about each graduate school that the primary care provider attended:~~
- a. ~~Name;~~
 - b. ~~Address;~~
 - c. ~~Month and year that attendance commenced;~~
 - d. ~~Month and year of graduation or termination of attendance;~~
 - e. ~~Degree obtained by the primary care provider; and~~
 - f. ~~The following information about one reference at the school:~~
 - i. ~~Full name,~~
 - ii. ~~Title, and~~
 - iii. ~~Telephone number;~~
4. ~~The following information about each institution where the primary care provider commenced or completed an internship:~~
- a. ~~Name;~~
 - b. ~~Address;~~

- e. ~~Month and year that the internship commenced;~~
 - d. ~~Month and year of graduation or termination of the internship;~~
 - e. ~~The following information about one reference at the institution:~~
 - i. ~~Full name;~~
 - ii. ~~Title, and~~
 - iii. ~~Telephone number; and~~
 - f. ~~The name and address of the affiliated university or health professional program;~~
5. ~~The following information about each institution where the primary care provider commenced or completed a residency:~~
- a. ~~Name;~~
 - b. ~~Address;~~
 - e. ~~Month and year that the residency commenced;~~
 - d. ~~Month and year of graduation or termination of the residency;~~
 - e. ~~The following information about one reference at the institution:~~
 - i. ~~Full name;~~
 - ii. ~~Title, and~~
 - iii. ~~Telephone number; and~~
 - f. ~~The name and address of the affiliated university or health professional program;~~
6. ~~The following information about each license held by the primary care provider:~~
- a. ~~Type of license;~~
 - b. ~~Issuing state;~~
 - e. ~~License number;~~
 - d. ~~Term of the license, and~~
 - e. ~~A description of any license restrictions;~~
7. ~~The following information about each certification held by the primary care provider:~~
- a. ~~Type of certification;~~
 - b. ~~Issuing state;~~
 - e. ~~Term of the certification, and~~
 - d. ~~A description of any certification restrictions;~~
8. ~~The following information about each location where the primary care provider has practiced since completing health professional training:~~
- a. ~~Name;~~
 - b. ~~Address; and~~

- e. ~~The following information about the individual in the senior leadership position at the location:~~
 - i. ~~Full name;~~
 - ii. ~~Title, and~~
 - iii. ~~Telephone number;~~
- 9. ~~The following information about the service site:~~
 - a. ~~Name;~~
 - b. ~~Address;~~
 - c. ~~Telephone number, and~~
 - d. ~~Name of the individual in the senior leadership position at the service site;~~
- 10. ~~The following information about the prospective employer, if different from the service site:~~
 - a. ~~Name;~~
 - b. ~~Address, and~~
 - c. ~~Telephone number;~~
- 11. ~~The dates on which service under the contract is to commence and end;~~
- 12. ~~The following information about each of three professional references not provided elsewhere in the application for the primary care provider:~~
 - a. ~~Full name;~~
 - b. ~~Title;~~
 - c. ~~Address, and~~
 - d. ~~Telephone number;~~
- 13. ~~The following information about each loan for which repayment is sought:~~
 - a. ~~Lender name;~~
 - b. ~~Lender address;~~
 - c. ~~Lender telephone number;~~
 - d. ~~Loan identification number;~~
 - e. ~~Primary care provider name as it appears on the loan;~~
 - f. ~~Original amount of the loan;~~
 - g. ~~Current balance of the loan, including the date provided;~~
 - h. ~~Interest rate on the loan;~~
 - i. ~~Whether it is simple interest and an explanation if it is not simple interest;~~
 - j. ~~Purpose for the loan as indicated on the loan application; and~~

- k. ~~The month and year of the beginning and end of the academic period covered by the loan;~~
- 14. ~~The following statements:~~
 - a. ~~That the information provided in the application is accurate;~~
 - b. ~~That the primary care provider is applying to enter into a contract with the State of Arizona for repayment of all or part of the educational loans listed in the application;~~
 - e. ~~That the Department is authorized to verify all information provided in the application;~~
 - d. ~~That the loans listed in the application were incurred solely for the costs of health professional education, including reasonable educational expenses and reasonable living expenses, and do not reflect loans for other purposes;~~
 - e. ~~That each government or financial institution named as a lender in the application is authorized to release to the Department information about the loan received by the primary care provider; and~~
 - f. ~~That the primary care provider understands that the primary care provider could be fined or imprisoned:~~
 - i. ~~Making a false statement, misrepresentation, or material omission in the application;~~
 - ii. ~~Fraudulently obtaining repayment for a loan; or~~
 - iii. ~~Committing any other illegal action in connection with the PCPLRP;~~
- 15. ~~The notarized signature of the primary care provider certifying that the statements listed in subsection (B)(14) are true; and~~
- 16. ~~For each loan for which repayment is sought, the notarized signature of an individual authorized to sign for the lender certifying that the loan from that lender is a bona fide and legally enforceable commercial or government loan made to meet the costs of the primary care provider's health professional education.~~
- C.** ~~A primary care provider shall execute any document necessary for the Department to access records and acquire information necessary to verify information provided by the primary care provider.~~
- D.** ~~The Department shall verify all loan information with each lender. The Department may verify any other information provided by the primary care provider.~~

A. A primary care provider requesting loan repayment funds shall submit an application in a format provided by the Department that contains the primary care provider's:

1. Name, address, telephone number, and e-mail address;
2. Name, address, and telephone number of the primary care provider's employer;
3. Social Security Number;
4. Date of birth;
5. Type of license and certification held by primary care provider;
6. Degrees held by primary care provider, including majors or fields of study;
7. Type of specialty or subspecialty, if applicable;
8. Whether the primary care provider is fluent in another language, specify;
9. Whether the primary care provider has a prior or existing health professional service obligation and information regarding the prior or existing health professional service obligation, if applicable;
10. Whether the primary care provider has defaulted in a prior health professional service obligation and if so, a description of the circumstances of the default;
11. Whether any personal properties or assets of the primary care provider are subject to a judgment lien for a debt to the United States;
12. Whether the primary care provider agrees to allow the Department to submit supplemental request for information under R9-15-206(E);
13. An attestation that information submitted as part of the application packet and is true and accurate; and
14. The primary care provider's signature and date of signature;

B. In addition to the information required in subsection (A), a primary care provider shall submit the following:

1. One of the following as proof of U.S. citizenship:
 - a. U.S. passport, current or expired;
 - b. Birth certificate;
 - c. Naturalization documents; or
 - d. Documentation as a U.S. National;
2. Copy of Social Security card;
3. Copy of loan documents for each qualifying loan for which loan repayment is sought;
4. Documentation showing completion of the final year of a course of study or program approved by an accrediting agency recognized by the United States Department of

- Education or the Council for Higher Education Accreditation for higher education in a health profession licensed under A.R.S. Title 32;
5. Documentation showing current Arizona licenses or certificates in good standing in a health profession licensed under A.R.S. Title 32;
 6. If a physician, documentation showing commenced or completion of a professional residency program in and is either board certified or eligible to sit for the certifying examination in:
 - a. Family medicine,
 - b. Pediatrics,
 - c. Obstetrics-gynecology,
 - d. Internal medicine,
 - e. Psychiatry, or
 - f. Geriatrics;
 7. A copy of the contract or letter of intent to hire signed by the primary care provider and an authorized individual from the service site or the prospective employer, if different from the service site that demonstrates current or prospective employment, including:
 - a. The name, address, and telephone number;
 - b. The name of the authorized individual from the service site; and
 - c. The dates service under the contract is scheduled to commence and end;
 8. Documentation showing that any other obligation for health professional service owed under a contract with federal, state, or local government or another entity will be satisfied before beginning a period of service under the LRP;
 9. Documentation verifying each undergraduate and graduate school attended;
 10. Documentation verifying each license held;
 11. Documentation verifying each certification held;
 12. The following information about each institution where the primary care provider began or completed an internship:
 - a. Name and address,
 - b. Month and year commenced;
 - c. Month and year of graduation or termination of the internship;
 - d. The name, title, and telephone number of one reference at the institution;
 - e. The name and address of the affiliated university of health professional program;
 13. The following information about each location where the primary care provider has practiced:

- a. Name, address, and telephone number of the institution; and
 - b. The name, title, and telephone number for an authorized individual at the location;
14. The full name, title, address, and telephone number of three professional references;
15. Documentation about each loan for which loan repayment is sought that includes:
- a. Lender's name, address, and telephone number;
 - b. Loan identification number;
 - c. Name of primary care provider's name as it appears on the loan;
 - d. Original loan amount;
 - e. Current balance of the loan, including the date provided;
 - f. Interest rate on the loan;
 - g. Purpose for the loan;
 - h. The month and year of the beginning and end of the academic period covered by the loan; and
 - i. The notarized signature of the authorized individual signing for the lender certifying that the loan from that lender is a bona fide and legally enforceable commercial or government loan made to meet the costs of the primary care provider's health professional education;
16. The following notarized-written statements made by the primary care provider:
- a. That the Department is authorized to verify all information provided in the application packet;
 - b. That the primary care provider is applying to enter into a contract with the State of Arizona for loan repayment of all or part of an educational loan identified in the application packet;
 - c. That the loans listed were incurred solely for the costs of health professional education, including reasonable educational expenses and reasonable living expenses, and do not reflect loans for other purposes;
 - d. That each government or financial institution named as a lender is authorized to release to the Department information about the loan received by the primary care provider; and
 - e. That the primary care provider understands that the primary care provider could be fined or imprisoned for:
 - i. Making a false statement, misrepresentation, or material omission in the application packet;

- ii. Fraudulently obtaining repayment for a loan; or
- iii. Committing any other illegal action in connection with the LRP;
- 17. A completed service site application; and
- 18. A copy of the primary care provider's curriculum vitae.

C. A primary care provider shall execute any document necessary for the Department to access records and acquire information necessary to verify information provided by the primary care provider;

R9-15-211. R9-15-209. Selection of Primary Care Providers Review, Notification, and Appeals

A. Each quarter, provided that funds are available, the Department shall review all complete applications received from eligible primary care providers and make awards in order of service site priority, subject to the following:

- 1. The service site limit described in R9-15-203(B);
- 2. The extent to which a primary care provider's training is in a health profession or specialty determined by the Department to be needed by the primary care area in which the service site is located; and
- 3. The primary care provider's professional competence and conduct, as evidenced by:
 - a. Academic standing;
 - b. Prior professional experience in a HPSA;
 - c. Board certification, if applicable;
 - d. Residency achievements, if applicable;
 - e. Reference recommendations;
 - f. Depth of past residency practice experience, if applicable; and
 - g. Other information related to professional competence and conduct, if any.

B. ~~The Department shall follow the procedure described in subsection (A) until no funds remain for the fiscal year or all complete applications have been processed.~~

A. The Department shall complete an administrative and substantive review of an application packet received from a primary care provider requesting loan repayment funds to determine whether the primary care provider may be awarded loan repayment funds .

B. If the Department determines that the application packet is administrative and substantive complete and may award loan repayment funds to a primary care provider, the Department shall determine the amount of award based on the prioritization provided in R9-15-203(A) and R9-15-207;

- C. If two or more primary care providers are assigned the same number of priority points ranking as provided in R9-15-207(B), the Department shall determine the primary care provider who may be awarded the loan repayment funds based on the total score assigned points obtained from prioritization.
- D. If an application packet complies with the requirements in this Article and A.R.S. Title 36, Chapter 21, the Department shall notify the primary care provider of the Department's determination whether approved or denied.
- C.E. The Department shall send a written notice of appealable agency action that complies with A.R.S. Title 41, Chapter 6, Article 10 to each primary care provider who: is denied based on the prioritization provided in R9-15-203(A) and R9-15-207.
1. ~~Is denied a loan repayment award;~~
 2. ~~Receives less than the maximum loan repayment award authorized for the primary care provider's service site; or~~
 3. ~~Receives less than the amount requested, if the amount requested is less than the maximum loan repayment award authorized for the primary care provider's service site.~~
- D.F. A primary care provider who receives notice of appealable agency action may appeal the Department's decision.
1. If a primary care provider decides to appeal, the primary care provider shall file a notice of appeal with the Department within 30 calendar days after receiving the notice of appealable agency action.
 2. The appeal shall be conducted in accordance with A.R.S. Title 41, Chapter 6, Article 10.
- G. The Department will cease to provide loan repayment when available funding is exhausted or terminated.

R9-15-212. R9-15-210. Reapplication Contract Renewal

- A. ~~If the information provided in the original service site application is still accurate, and the information provided in the original primary care provider application, other than loan balances and requested repayment amounts, is still accurate, a primary care provider may reapply by submitting a completed reapplication form supplied by the Department. A completed reapplication form shall include the following:~~
1. ~~The following information about the primary care provider:~~
 - a. ~~Full name,~~
 - b. ~~Social Security number,~~
 - c. ~~Date of birth,~~

- d. Home address;
 - e. Home and alternate telephone numbers;
 - f. Work address, and
 - g. Work telephone number;
2. The current balance of and repayment amount requested for each loan listed in the original primary care provider application;
3. The following statements:
- a. That the information provided in the original primary care provider application, other than loan balances and requested repayment amounts, is still accurate;
 - b. That the primary care provider is reapplying to enter into a contract with the State of Arizona for repayment of all or part of the educational loans listed in the original primary care provider application;
 - c. That the Department is authorized to verify all information provided in the original primary care provider application and the current balance of each loan;
 - d. That the loans listed in the original primary care provider application were incurred solely for the costs of the primary care provider's health professional education, including reasonable educational expenses and reasonable living expenses, and do not reflect loans for other purposes;
 - e. That each government or financial institution named as a lender in the original primary care provider application is authorized to release to the Department information about the loan received by the primary care provider; and
 - f. That the primary care provider understands that the primary care provider could be fined or imprisoned according for:
 - i. Making a false statement, misrepresentation, or material omission in the application;
 - ii. Fraudulently obtaining repayment for a loan; or
 - iii. Committing any other illegal action in connection with the PCPLRP;
4. The notarized signature of the primary care provider certifying that the statements listed in subsection (A)(3) are true;
5. The full name and title of the individual in the senior leadership position at the service site;
6. A statement that the information on the original service site application is still accurate; and

7. ~~The notarized signature of the individual in the senior leadership position at the service site certifying that the statement in subsection (A)(6) is true.~~
- B.** ~~If the original service site application is no longer accurate, or the original primary care provider application contains inaccurate information other than loan balances and requested repayment amounts, a primary care provider may reapply only by submitting the documents and information required by R9-15-209(A) and R9-15-210(A) and (B).~~
- A.** A primary care provider may extend a contract by submitting to the Department at least 60 calendar days before to the termination of the contract:
1. A contract renewal form, in a format provided by the Department, provided the information in the initial application packet required by R9-15-208 is accurate, other than loan balances and requested loan repayment amounts; or
 2. An application packet required by R9-15-208 provided that information related to the primary care provider or service site application is no longer accurate, other than loan balances and requested repayment amounts.
- B.** If the Department determines that the contract renewal form is complete and the Department may award additional loan repayment funds to a primary care provider, the Department shall determine the amount of award based on the prioritization provided in R9-15-203(A) and R9-15-207.
- C.** If a contract renewal form complies with the requirements in this Article and A.R.S. Title 36, Chapter 21, the Department shall notify the primary care provider of the Department's determination whether approved or denied.
- D.** The Department shall send a notice of appealable agency action that complies with A.R.S. Title 41, Chapter 6, Article 10 to a primary care provider who is denied a renewed loan repayment award.
- E.** A primary care provider who receives a notice of appealable agency action may appeal the Department's decision:
1. If a primary care provider decides to appeal, the primary care provider shall file a notice of appeal with the Department within 30 calendar days after receiving the notice of appealable agency action.
 2. The appeal shall be conducted in accordance with A.R.S. Title 41, Chapter 6, Article 10.

R9-15-213. R9-15-211. Service Verification and Repayment of Primary Care Services

- A.** The Department awards shall pay loan repayment for continuous service primary care services provided during the a contract period in accordance with the agreements in R9-15-206(A) as required by in R9-15-205(A).
- B.** Primary care services performed before the effective date of a contract do not satisfy contracted primary care service obligation and are not eligible for loan repayment.
- C.** If primary care services are provided by means of telemedicine, a primary care provider shall report the number of telemedicine hours worked and attest that the following requirement are met for telemedicine services provided to service site patient:
- a. The originating site where the telemedicine patient is located and distant site where the primary care provider is located are in a HPSA or, if applicable, an AzMUA, and
 - b. The total number of telemedicine hours worked is no more than eight hours of a full-time primary care provider and no more than four hours of a half-time primary care provider's weekly direct patient care hours.
- B.D.** ~~To demonstrate continuous service, a~~ A primary care provider who has received a loan repayment award shall submit to the Department a completed service verification form, and an encounter report form required provided by the Department, at the end of each 90 days of service contract.
1. The primary care provider shall submit the to the Department a service verification form and an encounter report no later than 14 days after the end of the 90 day period 10 working days after each contract quarter ends.
 2. Failure to submit the a complete or a timely service verification form and the encounter report form in a timely manner may result in delay of payment loan repayment to the lender or lenders.
 3. Failure to submit complete and accurate information required in the service verification form and the encounter report form shall result in no loan repayment to the lender or lenders.
- C.** ~~The service verification form shall contain the following:~~
- ~~1. The name of the primary care provider,~~
 - ~~2. The name and address of the service site,~~
 - ~~3. The beginning and ending dates of the 90 day period,~~
 - ~~4. A statement that the primary care provider has provided full time and continuous service at the service site for the 90 day period,~~
 - ~~5. The notarized signature of the primary care provider certifying that the statement in subsection (C)(4) is true, and~~

6. ~~The notarized signature of the individual in the senior leadership position at the service site certifying that the statement in subsection (C)(4) is true.~~

E. Upon receipt of a completed service verification form and encounter report form, the Department shall make loan payment to the primary care provider's lender or lenders.

R9-15-214. Loan Repayments

~~A.~~ ~~Upon receipt of a completed service verification form, the Department shall make payment for the 90 day period directly to the primary care provider's lender or lenders.~~

~~B.~~ ~~The Department restricts loan repayment to a maximum of three lenders.~~

~~C.~~ ~~If more than one loan is eligible for repayment, the primary care provider shall advise the Department of the percentage split of the repayment award to each lender.~~

~~D.~~ ~~The primary care provider remains responsible for the timely repayment of the loan or loans.~~

~~E.~~ ~~The primary care provider shall arrange with each lender to make necessary changes in the payment schedule for each loan so that quarterly payments will not result in default.~~

~~F.~~ ~~The primary care provider is responsible for paying any taxes resulting from a loan repayment award.~~

~~G.~~ ~~Loan repayment awards are in addition to the salary or other compensation the primary care provider receives from employment at the service site.~~

R9-15-215. R9-15-212. Notice of Failure to Complete Full Term of Service under the Contract at the Service Site

~~A.~~ ~~A primary care provider who is unable to complete the full term of service under the contract at the service site shall notify the Department in writing within ten days of making that determination. A primary care provider who or does not intend to complete the full term of service under the terms of the contract at the service site shall notify the Department in writing at least within ten working days after making that determination before terminating service under the contract at the service site.~~

~~B.~~ ~~If a primary care provider dies or is incapacitated, ~~the~~ an authorized individual ~~in the senior leadership position~~ at the primary care provider's employer or the primary care provider's service site shall notify the Department in writing within ten working days of the primary care provider's death or incapacitation.~~

~~C.~~ ~~In the written notice under subsection (A) or (B), the primary care provider ~~or individual in the senior leadership position at the service site~~ shall provide the reasons for the primary care~~

provider's failure to complete the ~~full term of service under~~ terms of the contract at the service site and include documents supporting the reason for failure.

R9-15-217. R9-15-213. ~~Suspension of Service under the Contract to Transfer to Another Eligible Service Site~~
Contract Suspension

- A.** A primary care provider may request a suspension of a contract:
 - 1. For a medical condition involving the primary care provider or member of the primary care provider's immediate family that intrudes with primary care provider's ability to complete the terms of the contract,
 - 2. To transfer to another service site,
 - 3. A problem of a personal nature,
 - 4. If a service site becomes non-compliant, or
 - 5. When the Department determines that a circumstance or condition described in subsection (A)(1), (2), (3) or (4) intrudes on the primary care provider's ability to perform the primary care services required by the contract.
- A.** ~~A primary care provider who is unable or does not intend to complete the full term of service under the contract at the original service site may transfer to another eligible service site to complete the remainder of the term of service under the contract.~~
- B.** ~~Upon request, the Department shall provide to a primary care provider a list of all known eligible service sites within the state.~~
- C.** ~~The primary care provider is responsible for obtaining employment at another eligible service site in order to transfer.~~
- D.** ~~A primary care provider who desires to transfer from the original service site to another eligible service site may request a suspension of the contract for a period of up to six months to allow the primary care provider to obtain employment at another eligible service site.~~
- 1-B.** To request a suspension of the contract, the a primary care provider shall submit to the Department a written request for suspension that includes:
 - a.1. The following information about the primary care provider: provider's name, address, telephone number, and e-mail address;
 - i. Full name,
 - ii. Address, and
 - iii. Telephone number;

- ~~b.2.~~ The following information about the original service site: site's name, address, and telephone number, and the name of the individual authorized to act on behalf of the service site;

 - ~~i.~~ Name,
 - ~~ii.~~ Address,
 - ~~iii.~~ Telephone number, and
 - ~~iv.~~ Full name and telephone number of the individual in the senior leadership position;
- ~~e.3.~~ The reasons for the primary care provider's request to suspend the contract; inability or intention not to complete the full term of service under the contract at the original service site;
- ~~d.4.~~ The beginning and ending dates of the requested suspension;
- ~~e.5.~~ A statement that ~~all~~ of the information included in the request for suspension is true and accurate; and
- ~~f.6.~~ The ~~signature of the primary care provider~~ primary care provider's signature and date of signature.
- 2. Upon receiving a request for suspension, the Department ~~shall~~ may contact the individual ~~in the senior leadership position at the original~~ authorized to act on behalf of the service site:

 - a. To verify the information in the request for suspension, and
 - b. To obtain the opinion of the ~~original service site's leadership individual~~ authorized to act on behalf of the service site regarding the circumstances that caused the request for suspension.
- ~~3.~~ ~~The Department shall grant a suspension notify a primary care provider whether granted or denied within 30 days of receiving a complete request for suspension.~~
- C.** If a request for suspension complies with the requirements in this Article and A.R.S. Title 36, Chapter 21, the Department shall notify the primary care provider of the Department's determination to approve or deny the request within 30 calendar day after receiving the request for suspension.
- D.** A primary care provider may request an initial suspension of the contract for up to six months for any of the conditions in R9-15-213(A). If the primary care provider is unable to resume primary care service by the end of the initial suspension period, the primary care provider may request an additional six-month contract suspension for a total maximum allowable contract suspension of 12 months.

- E.** A primary care provider shall submit a written request for additional contract suspension 30 calendar days prior to a previous suspension period end date.
- F.** The Department shall send a notice of appealable agency action that complies with A.R.S. Title 41, Chapter 6, Article 10 to a primary care provider who is denied a request for suspension.
- G.** A primary care provider who receives a notice of appealable agency action may appeal the Department's decision:

 - 1.** If a primary care provider decides to appeal, the primary care provider shall file a notice of appeal with the Department within 30 calendar days after receiving the notice of appealable agency action.
 - 2.** The appeal shall be conducted in accordance with A.R.S. Title 41, Chapter 6, Article 10.
- E.H.** During the suspension period, the Department shall not make loan payments. The primary care provider is responsible for making loan payments during the suspension period.
- I.** A primary care provider's contract shall be extended for any gaps in service, including gaps in service due to contract suspension.
- J.** If the Department approves a primary care provider's request for a contract suspension due to transfer to another service site, the primary care provider shall report progress in identify another service site based on a progress reporting schedule determined by the Department.
- F.K.** If the primary care provider does not obtain employment at another eligible service site by the end of the suspension period, the primary care provider shall be found in default and shall pay to the Department liquidated damages owed under A.R.S. § 36-2172(J) as determined by the Department as prescribed in R9-15-214, unless the primary care provider is able to obtain a waiver under ~~R9-15-218~~ R9-15-215.

R9-15-216. R9-15-214. Liquidated Damages for Failure to Complete the Full Term of Service under the Contract

- A.** A primary care provider who fails to complete the full term of service under the terms of the contract shall pay to the Department the liquidated damages owed under A.R.S. § 36-2172(J) A.R.S. § 36-2172(I), unless the primary care provider receives a waiver of the liquidated damages under ~~R9-15-218~~ R9-15-215.
- B.** Upon receiving notification that a primary care provider is unable or does not intend to complete the terms of the contract, the Department shall:

 - 1.** Withhold loan repayment,
 - 2.** Determine liquidated damages owed, and
 - 3.** Notify the primary care provider of the amount of liquidated damages owed.

- B.C.** A primary care provider shall pay the liquidated damages to the Department within one year of after termination of primary care service under the contract or within one year of ~~after~~ the end of a suspension granted under ~~R9-15-217~~ R9-15-213, whichever is later.
- D.** The Department may prescribe additional conditions for default and cancellation that are consistent with the National Health Service Corps Loan Repayment Program under 42 CFR 62.27 and 62.28.

~~R9-15-218.~~ R9-15-215. Waiver of Liquidated Damages

- A.** The Department shall waive liquidated damages owed under ~~A.R.S. § 36-2172(J)~~ A.R.S. § 36-2172(I) if the primary care provider is unable to complete the ~~full term of service under~~ terms of the contract due to the primary care provider's death.
- B.** The Department may waive liquidated damages owed under ~~A.R.S. § 36-2172(J)~~ A.R.S. § 36-2172(I) if the primary care provider is unable or does not intend to complete the ~~full term of~~ service under terms of the contract because:
1. The primary care provider suffers from a physical or mental disability resulting in the primary care provider's permanent inability to perform the services required by the contract; or
 2. The primary care provider has:
 - a. A physical or mental disability,
 - b. A terminal illness in the immediate family, or
 - c. Another problem of a personal nature; and
 - d. The Department determines that the circumstance or condition described in subsection (B)(2)(a), (b), or (c) intrudes on the primary care provider's present and future ability to perform the services required by the contract so much that the primary care provider will not be able to perform under the contract.
- C.** A primary care provider may submit a written request a ~~for~~ waiver of liquidated damages under ~~this Section by submitting to the Department a written request for waiver that includes:~~
1. The following information about the primary care provider; provider's name, address, telephone number, and e-mail address;
 - a. ~~Full name;~~
 - b. ~~Address, and~~
 - c. ~~Telephone number;~~
 2. The following information about the service site site's: name, address, and telephone number, and the name of the individual authorized to act on behalf of the service site;

- a. ~~Name;~~
 - b. ~~Address;~~
 - c. ~~Telephone number, and~~
 - d. ~~Full name and telephone number of the individual in the senior leadership position;~~
3. ~~Documentation of Each~~ each circumstance or condition that the primary care provider believes makes the primary care provider eligible for waiver ~~under this Section~~, including the date on which each circumstance or condition ~~arose~~ occurred;
 4. If the primary care provider asserts eligibility under subsection (B)(1) or (B)(2) ~~due to a physical or mental disability~~, documentation of the physical or mental disability from the primary care provider's physician or mental health care provider;
 5. If the primary care provider asserts eligibility under subsection (B)(2), the primary care provider's:
 - a. ~~present~~ Present financial resources and obligations; and
 - b. Estimated future financial resources and obligations;
 6. ~~If the primary care provider asserts eligibility under subsection (B)(2), the primary care provider's estimated future financial resources and obligations;~~
 7. A statement that ~~all of the information included in the request for waiver is true and accurate~~; and
 8. ~~The signature of the primary care provider.~~ primary care provider's signature and date of signature.
- D.** Upon receiving a request for waiver, the Department ~~shall~~ may contact the individual ~~in the senior leadership position at~~ authorized to act on behalf of the service site to verify the information in the request for waiver and to obtain the opinion of the ~~service site's leadership individual~~ regarding the circumstance or condition that caused the request for waiver.
- E.** In determining whether to grant a waiver ~~under this Section~~, the Department shall consider:
1. If the primary care provider is asserting eligibility under subsection (B)(1), the nature, extent, and duration of the primary care provider's physical or mental disability;
 2. If the primary care provider is asserting eligibility under subsection (B)(2):
 - a. The nature, extent, and duration of the problem described;
 - b. The primary care provider's present financial resources and obligations; and
 - c. The primary care provider's estimated future financial resources and obligations; and

3. Whether the primary care provider would be eligible to receive a cancellation or waiver of a service or payment obligation from the Secretary of the United States Department of Health and Human Services under 42 C.F.R. §§ 62.12 and 62.28.
- F.** If a request for waiver complies with the requirements in this Article and A.R.S. Title 36, Chapter 21, the Department shall notify the primary care provider of the Department's determination whether to approve or deny the request within 30 calendar day after receiving the request for waiver.
- G.** The Department shall send a notice of appealable agency action that complies with A.R.S. Title 41, Chapter 6, Article 10 to a primary care provider who is denied a request for waiver.
- H.** A primary care provider who receives a notice of appealable agency action may appeal the Department's decision.
1. If a primary care provider decides to appeal, the primary care provider shall file a notice of appeal with the Department within 30 calendar days after receiving the notice of appealable agency action.
 2. The appeal shall be conducted in accordance with A.R.S. Title 41, Chapter 6, Article 10.
- F.** ~~The Department shall send a written notice of appealable agency action that complies with A.R.S. Title 41, Chapter 6, Article 10 to a primary care provider who is denied a waiver under this Section.~~
- G.** ~~A primary care provider may appeal the Department's denial of a waiver.~~
1. ~~If a primary care provider decides to appeal, the primary care provider shall file a notice of appeal with the Department within 30 days after receiving the notice of appealable agency action.~~
 2. ~~The appeal shall be conducted in accordance with A.R.S. Title 41, Chapter 6, Article 10~~

R9-15-216. Contract Cancellation

- A.** The Department shall adhere to federal requirements under 42 USC 254o(c) and (d) when cancelling a contract for reasons other than breach for failure to begin or complete the service obligation.
- B.** A primary care provider may submit a written request for termination of a contract for a reason other than breach within 60 calendar days after the start date of the contract when:
1. No repayment has been disbursed to the primary care provider's lender; and
 2. The primary care provider is unable or does not intend to complete the full term of service under the contract because of a circumstance or condition listed in R9-15-215(B).

- C.** The Department shall cancel a contract and waive liquidated damages in the event of a primary care provider's death.
- D.** The Department may cancel a contract and waive liquidated damages when:
1. No loan repayment has been made to the primary care provider's lender; and
 2. The Department has determined that the primary care provider's compliance is impossible or would involve extreme hardship and enforcement of the service obligation or damages would be unconscionable.
- E.** The Department shall not assess penalties for the cancellation or termination of the contract if the primary care provider requesting to cancel or terminate a contract meets the conditions as listed in (B). The primary care provider will be deemed in default of the contract and ineligible to participate in the LRP.
- F.** The Department may prescribe additional conditions for cancellations or contract terminations that are consistent with the National Health Service Corps Loan Repayment Program (42 Code of Federal Regulations sections 62.27 and 62.28) and Arizona Revised Statutes.

**ARTICLE 3. RURAL PRIVATE PRIMARY CARE
PROVIDER LOAN REPAYMENT PROGRAM**

R9-15-301. Definitions Repealed

~~Definitions in R9-15-101 apply in this Article, unless otherwise specified:-~~

- ~~1. "AzMUA" means Arizona medically underserved area.~~
- ~~2. "Encounter" means an incident during which a primary care provider provides health care.~~
- ~~3. "RPPCPLRP" means Rural Private Primary Care Provider Loan Repayment Program.~~

R9-15-302. Loans Qualifying for Repayment Repealed

~~A. The Department shall use RPPCPLRP funds only to repay:~~

- ~~1. Principal, interest, and related expenses of government loans and commercial loans taken out by a primary care provider while obtaining a degree in allopathic or osteopathic medicine or dentistry or as a physician assistant, registered nurse practitioner, or nurse midwife to pay contemporaneous:
 - ~~a. Tuition,~~
 - ~~b. Reasonable educational expenses, and~~
 - ~~c. Reasonable living expenses; or~~~~
- ~~2. Government or commercial loans resulting from the refinancing or consolidation of loans described in subsection (A)(1).~~

~~B. Obligations or debts incurred under the following are ineligible for repayment:~~

- ~~1. The National Health Service Corps Scholarship Program,~~
- ~~2. The Armed Forces Health Professional Scholarship Program,~~
- ~~3. The Indian Health Service Scholarship Program, and~~
- ~~4. The Arizona Medical Student Loan Program.~~

R9-15-303. Loan Repayment Application and Award Timetable Repealed

~~A. The Department shall accept applications for the RPPCPLRP from primary care providers on a quarterly basis each fiscal year, as described below.~~

- ~~1. A primary care provider who wants to be considered for a contract term to commence on July 1 shall submit a complete application so that it is received by the Department between December 16 and March 15.~~

- 2. ~~A primary care provider who wants to be considered for a contract term to commence on October 1 shall submit a complete application so that it is received by the Department between March 16 and June 15.~~
 - 3. ~~A primary care provider who wants to be considered for a contract term to commence on January 1 shall submit a complete application so that it is received by the Department between June 16 and September 15.~~
 - 4. ~~A primary care provider who wants to be considered for a contract term to commence on April 1 shall submit a complete application so that it is received by the Department between September 16 and December 15.~~
- B.** ~~Only two primary care providers from a service site are eligible to receive loan repayment each fiscal year.~~
- 1. ~~The Department shall waive this restriction on November 1 if funds remain for the fiscal year.~~
 - 2. ~~A primary care provider whose application is denied under subsection (B) may reapply between November 1 and December 15 to be considered for a contract term to commence on April 1.~~
- C.** ~~The Department shall deny applications when no funds remain for the fiscal year. A primary care provider whose application is denied due to unavailability of funds for the current fiscal year may reapply after December 15 to be considered for a contract term for the next fiscal year.~~

R9-15-304. Award Amounts Repealed

- A.** ~~The Department determines the annual amount of a loan repayment award based upon:~~
- 1. ~~The priority ranking of the service site at which the primary care provider plans to serve the contract obligation,~~
 - 2. ~~The amount of loan repayment requested,~~
 - 3. ~~The contract year of service,~~
 - 4. ~~The availability of funds.~~
- B.** ~~The Department provides loan repayment awards to physicians and dentists according to the following table.~~

Contract Year of Service	Maximum Annual Award Amount Allowable by Priority of Service Site		
	Priority 1	Priority 2	Priority 3
First year	\$20,000	\$18,000	\$16,000

Second year	\$20,000	\$18,000	\$16,000
Third year	\$22,000	\$20,000	\$18,000
Fourth year	\$25,000	\$22,000	\$20,000

- C.** ~~The Department provides loan repayment awards to mid-level advance practice providers according to the following table:~~

Contract Year of Service	Maximum Annual Award Amount Allowable by Priority of Service Site		
	Priority 1	Priority 2	Priority 3
First year	\$7,500	\$6,000	\$5,000
Second year	\$7,500	\$6,000	\$5,000
Third year	\$9,000	\$7,500	\$6,500
Fourth year	\$10,500	\$9,000	\$8,000

- D.** ~~The Department shall not award an amount that exceeds the primary care provider's total qualifying loan indebtedness.~~
- E.** ~~The Department shall award a primary care provider the amount of loan repayment requested unless the amount requested exceeds the maximum annual amount allowable according to subsection (B) or (C) or the Department has inadequate funds to provide the maximum annual amount allowable and the primary care provider agrees to contract for a lesser amount.~~

R9-15-305. Loan Repayment Contract Repealed

- A.** ~~In exchange for loan repayment, a primary care provider shall contract with the Department to provide full time continuous services at a specified eligible service site for a minimum of 24 months in accordance with the agreements described in R9-15-306(A). The primary care provider shall sign and return the contract to the Department.~~
- B.** ~~The contract shall comply with A.R.S. Title 41, Chapter 23 and 2 A.A.C. 7.~~
- C.** ~~Primary care services performed before the effective date of the RPPCPLRP contract do not count toward satisfaction of the period of service under the contract.~~

R9-15-306. Primary Care Provider Eligibility Criteria Repealed

- A.** ~~To be eligible to participate in the RPPCPLRP, a primary care provider shall:~~
- ~~1. Be a United States citizen;~~

2. Have completed the final year of a course of study or program approved by an accrediting agency recognized by the United States Department of Education or the Council for Higher Education Accreditation for higher education in a health profession licensed under A.R.S. Title 32;
3. Hold a current Arizona license or certificate in good standing in a health profession licensed under A.R.S. Title 32;
4. If a physician, have completed a professional residency program and be board certified or eligible to sit for the certifying examination in:
 - a. Family or general practice;
 - b. Pediatrics;
 - c. Obstetrics, or
 - d. Internal medicine;
5. Have a signed contract for current or prospective employment at an eligible service site or a letter of intent signed by the individual in the senior leadership position at an eligible service site indicating an intent to hire the primary care provider or be a sole practitioner running an eligible service site;
6. Agree to contract with the Department to serve full time providing primary care services at the eligible service site for a minimum of 24 months, with 12 or 24 month contract extensions available upon mutual agreement with the individual in the senior leadership position at the service site;
7. Agree, unless an obstetrician or nurse midwife, to work at least 32 of the minimum 40 hours per week providing ambulatory care services at the service site during scheduled office hours;
8. Agree, if an obstetrician or nurse midwife, to work at least 21 hours per week providing ambulatory care services at the service site during scheduled office hours;
9. Agree to charge for services at the usual and customary rates prevailing in the primary care area, except that medically uninsured individuals from family units with annual incomes below 200% of the poverty level shall be charged according to a discounted sliding fee scale approved by the Department or not charged;
10. Agree to notify consumers of the availability of the discounted sliding fee scale to eligible individuals;
11. Agree not to discriminate on the basis of a patient's ability to pay for care or the payment source, including Medicare or AHCCCS;

12. ~~Agree to accept assignment for payment under Medicare and to participate in AHCCCS; and~~
13. ~~Have satisfied any other obligation for health professional service owed under a contract with a federal, state, or local government or another entity before beginning a period of service under the RPPCPLRP.~~

B. ~~The following are not eligible to participate:~~

1. ~~A primary care provider who has breached a health professional services contract with a federal, state, or local government or another entity;~~
2. ~~A primary care provider against whose property there is a judgment lien for a debt to the United States; and~~
3. ~~A primary care provider whose service site is located in a non-rural area.~~

R9-15-307. Service Site Eligibility Criteria Repealed

~~To be eligible to have a primary care provider participate in the RPPCPLRP, a service site shall:~~

1. ~~Provide primary care services in a rural private practice located in an AzMUA;~~
2. ~~Accept Medicare assignment;~~
3. ~~Be an AHCCCS provider;~~
4. ~~Charge for services at the usual and customary rates prevailing in the primary care area, except that the service site shall have a policy providing that medically uninsured individuals from family units with annual incomes below 200% of the federal poverty level shall be charged a reduced rate according to a discounted sliding fee scale approved by the Department or not charged;~~
5. ~~Submit the discounted sliding fee scale to the Department for approval;~~
6. ~~Ensure notice to consumers of the availability of the discounted sliding fee scale to eligible individuals by, at a minimum, posting in the reception area a poster provided by the Department that advertises the availability of the discounted sliding fee scale for eligible individuals; and~~
7. ~~Not discriminate on the basis of a patient's ability to pay for care or the payment source, including Medicare or AHCCCS.~~

R9-15-308. Prioritization of Eligible Service Sites Repealed

~~A. The Department shall prioritize eligible service sites by assigning points based upon the following criteria:~~

1. Placement of the AzMUA in which the service site is located on the most recent primary care index generated under A.A.C. R9-24-203:

Placement	Points
Top 25th Percentile	4
Next 25th Percentile	3
Next 25th Percentile	2
Bottom 25th Percentile	1

2. Population to primary care provider ratio points received by the AzMUA in which the service site is located on the most recent primary care index generated under A.A.C. R9-24-203.

3. Percentage of minority population in the AzMUA in which the service site is located as set forth in the most recent primary care index generated under A.A.C. R9-24-203:

Percentage	Points
>50%	4
40-50%	3
30-39%	2
20-29%	1
<20%	0

4. Distance from the service site to the nearest city or town with a population of 20,000 or greater:

≥45	4
<45	0

- B.** The Department shall prioritize each eligible service site according to the sum of the points for each factor described in subsection (A):

1. A service site that scores 15 to 22 points is Priority 1;
2. A service site that scores 7 to 14 points is Priority 2; and
3. A service site that scores 6 or fewer points is Priority 3.

R9-15-309. Service Site Application Repealed

- A.** The individual in the senior leadership position at a service site shall complete a service site application form, available from the Department, to have the Department determine service site eligibility and a priority score. The individual in the senior leadership position at the service site shall provide the completed service site application to the primary care provider applying to

~~participate in the RPPCPLRP. The completed service site application shall include the following information:~~

- ~~1. The name and street address of the service site;~~
- ~~2. The service site's business organization type;~~
- ~~3. The name of the AzMUA in which the service site is located;~~
- ~~4. The name and address of the primary care provider's prospective employer, if different from the name and address of the service site;~~
- ~~5. The prospective employer's business organization type, if the prospective employer is different from the service site;~~
- ~~6. A statement that the service site is in compliance with the requirements of R9-15-307;~~
- ~~7. A statement that the service site has financial means available to provide the following to the primary care provider for a minimum of 24 months of full-time services:
 - ~~a. Salary;~~
 - ~~b. Benefits; and~~
 - ~~c. Malpractice insurance expenses;~~~~
- ~~8. The service site's Medicare identification number;~~
- ~~9. The service site's AHCCCS provider number;~~
- ~~10. The notarized signature of the individual in the senior leadership position at the service site certifying that all of the information on the application is true; and~~
- ~~11. The following documentation:
 - ~~a. A copy of the service site's sliding fee scale; and~~
 - ~~b. A copy of the service site's policy for using the sliding fee scale.~~~~

~~**B.** The Department shall send a written notice of appealable agency action that complies with A.R.S. Title 41, Chapter 6, Article 10 to the individual in the senior leadership position at a service site that is determined to be ineligible to have a primary care provider participate in the RPPCPLRP. If the individual in the senior leadership position at the service site decides to appeal, the individual in the senior leadership position at the service site shall file a notice of appeal with the Department within 30 calendar days after receiving the notice of appealable agency action. This appeal shall be conducted in accordance with A.R.S. Title 41, Chapter 6, Article 10.~~

~~**C.** If a primary care provider is a sole practitioner, the primary care provider shall complete the service site application as the individual in the senior leadership position at the service site, and the Department will treat the primary care provider as the individual in the senior leadership position at the service site for purposes of subsection (B).~~

R9-15-310. Primary Care Provider Application Repealed

- ~~A. To apply for loan repayment, a primary care provider shall submit to the Department the following documents:~~
- ~~1. A completed primary care provider application on a form provided by the Department, including the information described in subsection (B);~~
 - ~~2. A copy of the primary care provider's social security card;~~
 - ~~3. A copy of one of the following issued to the primary care provider:
 - ~~a. Birth certificate,~~
 - ~~b. United States passport, or~~
 - ~~c. Naturalization papers;~~~~
 - ~~4. A copy of the loan documents for each qualifying loan for which repayment is requested;~~
 - ~~5. Documentation showing that the primary care provider has completed the final year of a course of study or program approved by an accrediting agency recognized by the United States Department of Education or the Council for Higher Education Accreditation for higher education in a health profession licensed under A.R.S. Title 32;~~
 - ~~6. Documentation showing that the primary care provider holds a current Arizona license or certificate in good standing in a health profession licensed under A.R.S. Title 32;~~
 - ~~7. If a physician, documentation showing that the primary care provider has completed a professional residency program in and is either board certified or eligible to sit for the certifying examination in:
 - ~~a. Family or general practice,~~
 - ~~b. Pediatrics,~~
 - ~~c. Obstetrics, or~~
 - ~~d. Internal medicine;~~~~
 - ~~8. If the primary care provider is not a sole practitioner:
 - ~~a. A copy of the contract signed by both the individual in the senior leadership position at the service site and the primary care provider evidencing current or prospective employment with the service site, which may include a provision that the primary care provider may or shall be released from the contract if not selected for a loan repayment award, or~~
 - ~~b. A copy of the letter of intent signed by the individual in the senior leadership position at the service site indicating an intent to hire the primary care provider;~~~~
 - ~~9. Documentation showing that any other obligation for health professional service owed under a contract with federal, state, or local government or another entity will be satisfied before beginning a period of service under the RPPCPLRP;~~

- 10. ~~A completed service site application; and~~
- 11. ~~A copy of the primary care provider's curriculum vitae.~~
- B.** ~~A completed primary care provider application form shall include the following:~~
 - 1. ~~The following information about the primary care provider:~~
 - a. ~~Full name;~~
 - b. ~~Social Security number;~~
 - c. ~~Date of birth;~~
 - d. ~~Citizenship;~~
 - e. ~~Ethnicity;~~
 - f. ~~Gender;~~
 - g. ~~Home address;~~
 - h. ~~Home and alternate telephone numbers;~~
 - i. ~~Work address;~~
 - j. ~~Work telephone number;~~
 - k. ~~Whether the primary care provider is:~~
 - i. ~~A physician;~~
 - ii. ~~A physician assistant;~~
 - iii. ~~A registered nurse practitioner;~~
 - iv. ~~A nurse midwife, or~~
 - v. ~~A dentist;~~
 - l. ~~Whether the primary care provider specializes in:~~
 - i. ~~Family or general practice;~~
 - ii. ~~Pediatrics;~~
 - iii. ~~Obstetrics, or~~
 - iv. ~~Internal medicine;~~
 - m. ~~The primary care provider's subspecialty, if any;~~
 - n. ~~Whether the primary care provider is fluent in:~~
 - i. ~~Spanish;~~
 - ii. ~~A Native American language, which shall be identified, or~~
 - iii. ~~Another non-English language, which shall be identified;~~
 - o. ~~The method by which the primary care provider learned of the RPPCPLRP;~~
 - p. ~~The degrees held by the primary care provider, including majors or fields of study;~~

- q. ~~Whether the primary care provider has a prior or existing health professional service obligation and the following information about each prior or existing service obligation:~~
 - i. ~~The name and address of the program;~~
 - ii. ~~The name and telephone number of an individual with the program who may be contacted for further information; and~~
 - iii. ~~The terms of the obligation;~~
 - r. ~~Whether the primary care provider is in default of a health professional service obligation described under subsection (B)(1)(q) and a description of the circumstances of default, if any; and~~
 - s. ~~Whether any of the primary care provider's property is subject to a judgment lien for a debt to the United States;~~
2. ~~The following information about each undergraduate school that the primary care provider attended:~~
- a. ~~Name;~~
 - b. ~~Address;~~
 - c. ~~Month and year that attendance commenced;~~
 - d. ~~Month and year of graduation or termination of attendance;~~
 - e. ~~Degree obtained by the primary care provider; and~~
 - f. ~~The following information about one reference at the school:~~
 - i. ~~Full name;~~
 - ii. ~~Title, and~~
 - iii. ~~Telephone number;~~
3. ~~The following information about each graduate school that the primary care provider attended:~~
- a. ~~Name;~~
 - b. ~~Address;~~
 - c. ~~Month and year that attendance commenced;~~
 - d. ~~Month and year of graduation or termination of attendance;~~
 - e. ~~Degree obtained by the primary care provider; and~~
 - f. ~~The following information about one reference at the school:~~
 - i. ~~Full name;~~
 - ii. ~~Title, and~~
 - iii. ~~Telephone number;~~

4. The following information about each institution where the primary care provider commenced or completed an internship:
 - a. Name;
 - b. Address;
 - c. Month and year that the internship commenced;
 - d. Month and year of graduation or termination of the internship;
 - e. The following information about one reference at the institution:
 - i. Full name;
 - ii. Title, and
 - iii. Telephone number; and
 - f. The name and address of the affiliated university or health professional program;
5. The following information about each institution where the primary care provider commenced or completed a residency:
 - a. Name;
 - b. Address;
 - c. Month and year that the residency commenced;
 - d. Month and year of graduation or termination of the residency;
 - e. The following information about one reference at the institution:
 - i. Full name;
 - ii. Title, and
 - iii. Telephone number; and
 - f. The name and address of the affiliated university or health professional program;
6. The following information about each license held by the primary care provider:
 - a. Type of license;
 - b. Issuing state;
 - c. License number;
 - d. Term of the license, and
 - e. A description of any license restrictions;
7. The following information about each certification held by the primary care provider:
 - a. Type of certification;
 - b. Issuing state;
 - c. Term of the certification, and
 - d. A description of any certification restrictions;

8. ~~The following information about each location where the primary care provider has practiced since completing health professional training:~~
 - a. ~~Name;~~
 - b. ~~Address; and~~
 - c. ~~The following information about the individual in the senior leadership position at the location:~~
 - i. ~~Full name;~~
 - ii. ~~Title, and~~
 - iii. ~~Telephone number;~~
9. ~~The following information about the service site:~~
 - a. ~~Name;~~
 - b. ~~Address;~~
 - c. ~~Telephone number, and~~
 - d. ~~If the primary care provider is not a sole practitioner, name of the individual in the senior leadership position at the service site;~~
10. ~~The following information about the prospective employer, if different from the service site:~~
 - a. ~~Name;~~
 - b. ~~Address, and~~
 - c. ~~Telephone number;~~
11. ~~The dates on which service under the contract is to commence and end;~~
12. ~~The following information about each of three professional references not provided elsewhere in the application for the primary care provider:~~
 - a. ~~Full name;~~
 - b. ~~Title;~~
 - c. ~~Address, and~~
 - d. ~~Telephone number;~~
13. ~~The following information about each loan for which repayment is sought:~~
 - a. ~~Lender name;~~
 - b. ~~Lender address;~~
 - c. ~~Lender telephone number;~~
 - d. ~~Loan identification number;~~
 - e. ~~Primary care provider name as it appears on the loan;~~
 - f. ~~Original amount of the loan;~~

- ~~g. Current balance of the loan, including the date provided;~~
 - ~~h. Interest rate on the loan;~~
 - ~~i. Whether it is simple interest and an explanation if it is not simple interest;~~
 - ~~j. Purpose for the loan as indicated on the loan application; and~~
 - ~~k. The month and year of the beginning and end of the academic period covered by the loan;~~
14. ~~The following statements:~~
- ~~a. That the information provided in the application is accurate;~~
 - ~~b. That the primary care provider is applying to enter into a contract with the State of Arizona for repayment of all or part of the educational loans listed in the application;~~
 - ~~c. That the Department is authorized to verify all information provided in the application;~~
 - ~~d. That the loans listed in the application were incurred solely for the costs of health professional education, including reasonable educational expenses and reasonable living expenses, and do not reflect loans for other purposes;~~
 - ~~e. That each government or financial institution named as a lender in the application is authorized to release to the Department information about the loan received by the primary care provider; and~~
 - ~~f. That the primary care provider understands that the primary care provider could be fined or imprisoned:~~
 - ~~i. Making a false statement, misrepresentation, or material omission in the application;~~
 - ~~ii. Fraudulently obtaining repayment for a loan; or~~
 - ~~iii. Committing any other illegal action in connection with the RPPCPLRP;~~
15. ~~The notarized signature of the primary care provider certifying that the statements listed in subsection (B)(14) are true; and~~
16. ~~For each loan for which repayment is sought, the notarized signature of an individual authorized to sign for the lender certifying that the loan from that lender is a bona fide and legally enforceable commercial or government loan made to meet the costs of the primary care provider's health professional education.~~
- C.** ~~A primary care provider shall execute any document necessary for the Department to access records and acquire information necessary to verify information provided by the primary care provider.~~

- ~~D. The Department shall verify all loan information with each lender. The Department may verify any other information provided by the primary care provider.~~

R9-15-311. Selection of Primary Care Providers Repealed

- ~~A. Each quarter, provided that funds are available, the Department shall review all complete applications received from eligible primary care providers and make awards in order of service site priority, subject to the following:~~
- ~~1. The service site limit described in R9-15-303(B);~~
 - ~~2. The extent to which a primary care provider's training is in a health profession or specialty determined by the Department to be needed by the primary care area in which the service site is located; and~~
 - ~~3. The primary care provider's professional competence and conduct, as evidenced by:
 - ~~a. Academic standing;~~
 - ~~b. Prior professional experience in an AzMUA;~~
 - ~~c. Board certification, if applicable;~~
 - ~~d. Residency achievements, if applicable;~~
 - ~~e. Reference recommendations;~~
 - ~~f. Depth of past residency practice experience, if applicable; and~~
 - ~~g. Other information related to professional competence and conduct, if any.~~~~
- ~~B. The Department shall follow the procedure described in subsection (A) until no funds remain for the fiscal year or all complete applications have been processed.~~
- ~~C. The Department shall send a written notice of appealable agency action that complies with A.R.S. Title 41, Chapter 6, Article 10 to each primary care provider who:~~
- ~~1. Is denied a loan repayment award;~~
 - ~~2. Receives less than the maximum loan repayment award authorized for the primary care provider's service site; or~~
 - ~~3. Receives less than the amount requested, if the amount requested is less than the maximum loan repayment award authorized for the primary care provider's service site.~~
- ~~D. A primary care provider who receives notice of appealable agency action may appeal the Department's decision.~~
- ~~1. If a primary care provider decides to appeal, the primary care provider shall file a notice of appeal with the Department within 30 calendar days after receiving the notice of appealable agency action.~~
 - ~~2. The appeal shall be conducted in accordance with A.R.S. Title 41, Chapter 6, Article 10.~~

R9-15-312. Reapplication Repealed

~~A. If the information provided in the original service site application is still accurate, and the information provided in the original primary care provider application, other than loan balances and requested repayment amounts, is still accurate, a primary care provider may reapply by submitting a completed reapplication form supplied by the Department. A completed reapplication form shall include the following:~~

- ~~1. The following information about the primary care provider:~~
 - ~~a. Full name;~~
 - ~~b. Social Security number;~~
 - ~~c. Date of birth;~~
 - ~~d. Home address;~~
 - ~~e. Home and alternate telephone numbers;~~
 - ~~f. Work address; and~~
 - ~~g. Work telephone number;~~
- ~~2. The current balance of and repayment amount requested for each loan listed in the original primary care provider application;~~
- ~~3. The following statements:~~
 - ~~a. That the information provided in the original primary care provider application, other than loan balances and requested repayment amounts, is still accurate;~~
 - ~~b. That the primary care provider is reapplying to enter into a contract with the State of Arizona for repayment of all or part of the educational loans listed in the original primary care provider application;~~
 - ~~c. That the Department is authorized to verify all information provided in the original primary care provider application and the current balance of each loan;~~
 - ~~d. That the loans listed in the original primary care provider application were incurred solely for the costs of the primary care provider's health professional education, including reasonable educational expenses and reasonable living expenses, and do not reflect loans for other purposes;~~
 - ~~e. That each government or financial institution named as a lender in the original primary care provider application is authorized to release to the Department information about the loan received by the primary care provider; and~~
 - ~~f. That the primary care provider understands that the primary care provider could be fined or imprisoned according for:~~

- ~~i. Making a false statement, misrepresentation, or material omission in the application;~~
 - ~~ii. Fraudulently obtaining repayment for a loan; or~~
 - ~~iii. Committing any other illegal action in connection with the RPPCPLRP;~~
 - ~~4. The notarized signature of the primary care provider certifying that the statements listed in subsection (A)(3) are true;~~
 - ~~5. If the primary care provider is not a sole practitioner, the full name and title of the individual in the senior leadership position at the service site;~~
 - ~~6. A statement that the information on the original service site application is still accurate; and~~
 - ~~7. One of the following:
 - ~~a. If the primary care provider is not a sole practitioner, the notarized signature of the individual in the senior leadership position at the service site certifying that the statement in subsection (A)(6) is true; or~~
 - ~~b. If the primary care provider is a sole practitioner, the notarized signature of the primary care provider certifying that the statement in subsection (A)(6) is true.~~~~
- ~~**B.** If the original service site application is no longer accurate, or the original primary care provider application contains inaccurate information other than loan balances and requested repayment amounts, a primary care provider may reapply only by submitting the documents and information required by R9-15-309(A) and R9-15-310(A) and (B).~~

R9-15-313. Service Verification Repealed

- ~~**A.** The Department awards loan repayment for continuous service during the contract period in accordance with the agreements in R9-15-306(A).~~
- ~~**B.** To demonstrate continuous service, a primary care provider who has received a loan repayment award shall submit to the Department a completed service verification form and a completed encounter report, provided by the Department, at the end of each 90 days of service.
 - ~~1. The primary care provider shall submit the service verification form and encounter report no later than 14 days after the end of the 90-day period.~~
 - ~~2. Failure to submit the service verification form and the encounter report in a timely manner may result in delay of payment to the lender or lenders.~~~~
- ~~**C.** The service verification form shall contain the following:
 - ~~1. The name of the primary care provider,~~
 - ~~2. The name and address of the service site,~~~~

3. ~~The beginning and ending dates of the 90 day period,~~
4. ~~A statement that the primary care provider has provided full time and continuous service at the service site for the 90 day period,~~
5. ~~The notarized signature of the primary care provider certifying that the statement in subsection (C)(4) is true, and~~
6. ~~If the primary care provider is not a sole practitioner, the notarized signature of the individual in the senior leadership position at the service site certifying that the statement in subsection (C)(4) is true.~~

D. ~~The encounter form shall contain the following:~~

1. ~~The name of the primary care provider,~~
2. ~~The name and address of the service site;~~
3. ~~The number of encounters during the 90 day period with individuals who were charged using the sliding fee scale or were not charged;~~
4. ~~The beginning and ending dates of the 90 day period;~~
5. ~~A statement that the primary care provider has provided the services reported in the encounter report in accordance with the terms and conditions of the primary care provider's loan repayment contract with the Department;~~
6. ~~The notarized signature of the primary care provider certifying that the statement in subsection (D)(5) is true; and~~
7. ~~If the primary care provider is not a sole practitioner, the notarized signature of the individual in the senior leadership position at the service site certifying that the statement in subsection (D)(5) is true.~~

R9-15-314. Loan Repayments Repealed

- A.** ~~Upon receipt of a completed service verification form and a completed encounter report, the Department shall make payment for the 90 day period directly to the primary care provider's lender or lenders.~~
- B.** ~~The Department restricts loan repayment to a maximum of three lenders.~~
- C.** ~~If more than one loan is eligible for repayment, the primary care provider shall advise the Department of the percentage split of the repayment award to each lender.~~
- D.** ~~The primary care provider remains responsible for the timely repayment of the loan or loans.~~
- E.** ~~The primary care provider shall arrange with each lender to make necessary changes in the payment schedule for each loan so that quarterly payments will not result in default.~~

- F. ~~The primary care provider is responsible for paying any taxes resulting from a loan repayment award.~~
- G. ~~Loan repayment awards are in addition to the salary or other compensation the primary care provider receives from employment at the service site.~~

R9-15-315. ~~Notice of Failure to Complete Full Term of Service under the Contract at the Service Site~~
Repealed

- A. ~~A primary care provider who is unable to complete the full term of service under the contract at the service site shall notify the Department in writing within ten working days of making that determination. A primary care provider who does not intend to complete the full term of service under the contract at the service site shall notify the Department in writing at least ten working days before terminating service under the contract at the service site.~~
- B. ~~If a primary care provider who is not a sole practitioner dies or is incapacitated, the individual in the senior leadership position at the service site shall notify the Department in writing within ten working days of the primary care provider's death or incapacitation.~~
- C. ~~In the written notice under subsection (A) or (B), the primary care provider or individual in the senior leadership position at the service site shall provide the reasons for the primary care provider's failure to complete the full term of service under the contract at the service site.~~

R9-15-316. ~~Liquidated Damages for Failure to Complete the Full Term of Service under the Contract~~
Repealed

- A. ~~A primary care provider who fails to complete the full term of service under the contract shall pay to the Department the liquidated damages owed under A.R.S. § 36-2172(J), unless the primary care provider receives a waiver of the liquidated damages under R9-15-318.~~
- B. ~~A primary care provider shall pay the liquidated damages to the Department within one year of termination of service under the contract or within one year of the end of a suspension granted under R9-15-317, whichever is later.~~

R9-15-317. ~~Suspension of Service under the Contract to Transfer to Another Eligible Service Site~~
Repealed

- A. ~~A primary care provider who is unable or does not intend to complete the full term of service under the contract at the original service site may transfer to another eligible service site to complete the remainder of the term of service under the contract.~~

- ~~B. Upon request, the Department shall provide to a primary care provider a list of all known eligible service sites within the state.~~
- ~~C. The primary care provider is responsible for obtaining employment at another eligible service site in order to transfer.~~
- ~~D. A primary care provider who desires to transfer from the original service site to another eligible service site may request suspension of the contract for a period of up to six months to allow the primary care provider to obtain employment at another eligible service site.~~
 - ~~1. To request suspension, the primary care provider shall submit to the Department a written request for suspension that includes:
 - ~~a. The following information about the primary care provider:
 - ~~i. Full name,~~
 - ~~ii. Address, and~~
 - ~~iii. Telephone number;~~~~
 - ~~b. The following information about the original service site:
 - ~~i. Name,~~
 - ~~ii. Address,~~
 - ~~iii. Telephone number, and~~
 - ~~iv. Full name and telephone number of the individual in the senior leadership position or, if the primary care provider is a sole practitioner, of the primary care provider;~~~~
 - ~~c. The reasons for the primary care provider's inability or intention not to complete the full term of service under the contract at the original service site;~~
 - ~~d. The beginning and ending dates of the requested suspension;~~
 - ~~e. A statement that all of the information included in the request for suspension is true and accurate; and~~
 - ~~f. The signature of the primary care provider.~~~~
 - ~~2. Upon receiving a request for suspension, if the primary care provider is not a sole practitioner, the Department shall contact the individual in the senior leadership position at the original service site:
 - ~~a. To verify the information in the request for suspension, and~~
 - ~~b. To obtain the opinion of the original service site's leadership regarding the circumstances that caused the request for suspension.~~~~
 - ~~3. The Department shall grant a suspension within 30 calendar days of receiving a complete request for suspension.~~

- ~~E. During the suspension period, the Department shall not make loan payments. The primary care provider is responsible for making loan payments during the suspension period.~~
- ~~F. If the primary care provider does not obtain employment at another eligible service site by the end of the suspension period, the primary care provider shall pay to the Department liquidated damages owed under A.R.S. § 36-2172(J) as prescribed in R9-15-316, unless the primary care provider is able to obtain a waiver under R9-15-318.~~

R9-15-318. Waiver of Liquidated Damages Repealed

- ~~A. The Department shall waive liquidated damages owed under A.R.S. § 36-2172(J) if the primary care provider is unable to complete the full term of service under the contract due to the primary care provider's death.~~
- ~~B. The Department may waive liquidated damages owed under A.R.S. § 36-2172(J) if the primary care provider is unable or does not intend to complete the full term of service under the contract because:
 - ~~1. The primary care provider suffers from a physical or mental disability resulting in the primary care provider's permanent inability to perform the services required by the contract; or~~
 - ~~2. The primary care provider has:
 - ~~a. A physical or mental disability,~~
 - ~~b. A terminal illness in the immediate family, or~~
 - ~~c. Another problem of a personal nature; and~~~~
 - ~~3. The Department determines that the circumstance or condition described in subsection (B)(2)(a), (b), or (c) intrudes on the primary care provider's present and future ability to perform the services required by the contract so much that the primary care provider will not be able to perform under the contract.~~~~
- ~~C. A primary care provider may request a waiver of liquidated damages under this Section by submitting to the Department a written request for waiver that includes:
 - ~~1. The following information about the primary care provider:
 - ~~a. Full name,~~
 - ~~b. Address, and~~
 - ~~c. Telephone number;~~~~
 - ~~2. The following information about the service site:
 - ~~a. Name,~~
 - ~~b. Address,~~~~~~

- e. Telephone number, and
 - d. If the primary care provider is not a sole practitioner, full name and telephone number of the individual in the senior leadership position;
 - 3. Each circumstance or condition that the primary care provider believes makes the primary care provider eligible for waiver under this Section, including the date on which each circumstance or condition arose;
 - 4. If the primary care provider asserts eligibility under subsection (B)(1) or (B)(2) due to a physical or mental disability, documentation of the physical or mental disability from the primary care provider's physician or mental health care provider;
 - 5. If the primary care provider asserts eligibility under subsection (B)(2), the primary care provider's present financial resources and obligations;
 - 6. If the primary care provider asserts eligibility under subsection (B)(2), the primary care provider's estimated future financial resources and obligations;
 - 7. A statement that all of the information included in the request for waiver is true and accurate; and
 - 8. The signature of the primary care provider.
 - D.** Upon receiving a request for waiver, if the primary care provider is not a sole practitioner, the Department shall contact the individual in the senior leadership position at the service site to verify the information in the request for waiver and to obtain the opinion of the service site's leadership regarding the circumstance or condition that caused the request for waiver.
 - E.** In determining whether to grant a waiver under this Section, the Department shall consider:
 - 1. If the primary care provider is asserting eligibility under subsection (B)(1), the nature, extent, and duration of the primary care provider's physical or mental disability;
 - 2. If the primary care provider is asserting eligibility under subsection (B)(2):
 - a. The nature, extent, and duration of the problem described;
 - b. The primary care provider's present financial resources and obligations; and
 - c. The primary care provider's estimated future financial resources and obligations; and
 - 3. Whether the primary care provider would be eligible to receive a cancellation or waiver of a service or payment obligation from the Secretary of the United States Department of Health and Human Services under 42 C.F.R. §§ 62.12 and 62.28.
 - F.** The Department shall send a written notice of appealable agency action that complies with A.R.S. Title 41, Chapter 6, Article 10 to a primary care provider who is denied a waiver under this Section.

- G.** ~~A primary care provider may appeal the Department's denial of a waiver.~~
- ~~1. If a primary care provider decides to appeal, the primary care provider shall file a notice of appeal with the Department within 30 calendar days after receiving the notice of appealable agency action.~~
 - ~~2. The appeal shall be conducted in accordance with A.R.S. Title 41, Chapter 6, Article 10~~

DRAFT