



**Office of
Mental Health**

Community Mental Health Loan Repayment Program: Psychiatrists and Advanced Practitioners

CMHLRP 2025 Prescriber RFP

Requirements & Sample: Agency Loan Repayment and Service Commitment Agreements

**Agreements must be completed upon execution of the
award/contract between OMH & applicant agency**

Questions? OMH.CMHLRP@omh.ny.gov

Community Mental Health Loan Repayment Program (CMHLRP) Agency Loan Repayment and Service Commitment Agreements

Agency Loan Repayment and Service Commitment Agreements are **not due at time of application; they must be completed upon execution of the contract** between the applicant agency and OMH.

Requirements

For each CMHLRP award, the applicant agency must enter into an Agency Loan Repayment and Service Commitment Agreement with **each** participating professional.

Agencies must consult with their legal counsel on the accuracy of information contained within the agreement and revise the agreement to meet the specific conditions of the Agency and Professional pursuant to their award(s) under the Community Mental Health Loan Repayment Program (CMHLRP). Agencies may use their own standard agreement, so long as **the requirements of CMHLRP award(s), as follows**, are met.

- Participating professional eligibility requirements, as outlined in the Eligible Professionals section of the Program Overview and including the 3-year service commitment at the agency's eligible program(s) as specified in the CMHLRP Award Letter.
 - Agreements must include the award start and award end dates as specified in the CMHLRP Award Letter. Any deferrals of the 3-year service commitment must be communicated to OMH in writing. Please see the Deferral of Service Commitment section of the Program Overview for more information. Such changes should be reflected in the participating professional's Agency Loan Repayment and Service Commitment Agreement.
 - Agreements must specify that participating professionals maintain all eligibility requirements for the duration of the full 3-year service commitment to receive any CMHLRP award funds.
- The applicant agency's payment terms for distribution of funds to the participating professional including timing and amounts.
- A recoupment mechanism which must be legally binding and enforceable in court by the applicant agency.

Agencies have discretion in the payment terms with their participating professionals but must specify and follow these terms. Agencies have discretion in the specifics of their recoupment mechanism, but it must be included and must be legally enforceable.

Agencies must maintain contemporaneous records for all claims related information and any other data or documents used to demonstrate that an employee was eligible to receive such award, including but not limited to the Agency Loan Repayment and Service Commitment Agreement. All records, data and other information will be made available to OMH for review upon request.

Example Agency Loan Repayment and Service Commitment Agreement

In consideration of the receipt of a loan repayment award to **[INSERT AGENCY NAME]** ("AGENCY") by the New York State Office of Mental Health (OMH) pursuant to the Community Mental Health Loan Repayment Program ("CMHLRP"), which is hereby acknowledged, **[INSERT PROFESSIONAL'S NAME]** ("PROFESSIONAL") agrees and certifies that he/she/they:

- A. is a United States citizen or permanent resident alien holding an I-155 or I-551 card (green card); and
- B. is (1) currently or will be employed by the AGENCY at the AGENCY's eligible program(s) by the obligated service date as specified by OMH on the CMHLRP award received by the AGENCY or (2) an approved academically affiliated contractor at the AGENCY's eligible program(s) by the obligated service date as specified by OMH on the CMHLRP award received by the AGENCY; and
- C. currently has student loan expenses that are in need of repayment; and
- D. understands and shall fulfill the three-year service commitment associated with the CMHLRP award in full by remaining continuously employed by and practicing for three (3) consecutive years, beginning on the start date of the award (specified below), as a **[FILL IN JOB TITLE]** at the AGENCY's eligible program(s) specified in the CMHLRP award for at least **[SPECIFY TOTAL HOURS APPLIED FOR]** hours (with a minimum of **[SPECIFY CLINICAL HOURS APPLIED FOR]** clinical hours) ("Awarded Schedule") per week for at least 45 weeks per year. Unless specifically exempted by OMH, in writing, the Awarded Schedule may not be compressed to the point of shifts greater than 12 hours of work performed in any 24-hour period. Time spent in "on-call" status shall not be applied toward the Awarded Schedule. Hours worked in excess of the Awarded Schedule per week shall not be applied to any other workweek; and
- E. has a current, full, permanent, unencumbered, unrestricted professional license to practice in New York State as a **[FILL IN JOB TITLE]** by the time the service commitment begins, as specified below; and
- F. understands that the period of the service commitment identified in Section D above is three (3) consecutive years regardless of the amount of the annual award payment, beginning on **[AWARD START DATE]** and ending on **[AWARD END DATE]**; and
- G. understands deferral of the service commitment may be permitted for certain eligible programs under certain circumstances including but not limited to maternity leave, paternity leave, or military services, and PROFESSIONAL must notify AGENCY in writing of such request. Upon notification of OMH by AGENCY such deferral period will be added to the term specified in the CMHLRP award and reflected in this Agreement as **[UPDATED AWARD END DATE:]**; and
- H. shall not charge more for professional services than the usual and customary rate prevailing in the area in which such services are provided. If an individual is unable to

pay the amount so charged for professional services, he/she/they shall charge such individual at a reduced rate or not charge such individual any amount; and

- I. shall provide health services to individuals in the area without discriminating against them because (a) of their inability to pay for those services or (b) payment for these health services shall be made under part A or B of title XVIII of the Social Security Act (42 U.S.C. 1395) ("Medicare") or under a State plan for medical assistance approved under titles XIX and XXI of that ACT ("Medicaid" and "State Children's Health Insurance Program"); and
- J. shall accept assignment under section 1842(b)(3)(B)(ii) of the Social Security Act (42 U.S.C. section 1395u(b)(3)(B)(ii)) for all services for which payment may be made under Part B of Title XVIII of such Act. He/she/they shall enter into an appropriate agreement with the State agency which administers the State plan for medical assistance under titles XIX and XXI of the Social Security Act to provide services to individuals entitled to medical assistance under the plan or work under current agreement of employing facility; and
- K. is not in default on the repayment of a guaranteed student loan or in default under the terms of any service obligation on any other governmentally administered scholarship or financial aid program; and
- L. is not participating (i.e. tracking time, fulfilling a service commitment, or receiving funding) in any other loan repayment program for the CMHLRP contract period, is not the recipient of a current or past CMHLRP award unless such award was withdrawn and repaid in full; and if participating in PSLF has more than 40 payments remaining before forgiveness as of 12/21/25; and
- M. is not excluded from, or terminated by, the federal Medicare or Medicaid programs; and
- N. is currently in good standing with the New York State Department of Education or New York State Department of Health; and
- O. is not in breach of any health professional service commitment to any federal, state, or local government and does not have any judgments liens arising from federal or state debt; and
- P. is not delinquent in child support payments; and
- Q. must notify the AGENCY if the PROFESSIONAL needs to modify any aspect of the service commitment including but not limited to reassignment and/or changes in service location so that the AGENCY can receive prior approval in writing from OMH; and
- R. shall comply with all eligibility requirements of the 3-year service commitment associated with the CMHLRP award, and that failure to do so may cause PROFESSIONAL to no longer be eligible for additional payments under this agreement and will require repayment **in full** of any and all funds received from the award. If the PROFESSIONAL

knows they are unable to comply with all requirements of the 3-year service commitment, they must notify the AGENCY immediately; and

- S. understands that they should consult with tax professionals regarding any tax implications related to receiving the CMHLRP award funding; and
- T. will abide by the recoupment plan for returning paid funds should the 3-year service commitment not be completed **[ENTER SPECIFICS OF RECOUPMENT MECHANISM/REPAYMENT PLAN – This recoupment method must be legally binding and enforceable in court]**.

Payment Terms

[ENTER SPECIFICS OF PAYMENT SCHEDULE/TERMS FOR THE AGENCY TO PAY OUT TO THE PROFESSIONAL – TIMING, AMOUNTS, ETC.]

IN WITNESS THEREOF, this agreement has been entered into by the AGENCY and the PROFESSIONAL as of **[START DATE OF AWARD CONTRACT]**.

Representative of AGENCY:

PROFESSIONAL:

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date: