

a nondischarge of the obligation would be unconscionable.

**§ 68a.15 Additional conditions.**

When a shortage of funds exists, participants may be funded partially, as determined by the Secretary. However, once a CR-LRP contract has been signed by both parties, the Secretary will obligate such funds as necessary to ensure that sufficient funds will be available to pay benefits for the duration of the period of obligated service unless, by mutual written agreement between the Secretary and the applicant, specified otherwise. Benefits will be paid on a quarterly basis after each service period unless specified otherwise by mutual written agreement between the Secretary and the applicant. The Secretary may impose additional conditions as deemed necessary.

**§ 68a.16 What other regulations and statutes apply?**

Several other regulations and statutes apply to this part. These include, but are not necessarily limited to:

Debt Collection Act of 1982, Pub. L. 97-365 (5 U.S.C. 5514);  
Fair Credit Reporting Act (15 U.S.C. 1681 *et seq.*);  
Federal Debt Collection Procedures Act of 1990, Pub. L. 101-647 (28 U.S.C. 1); and  
Privacy Act of 1974 (5 U.S.C. 552a).

**PART 68c—NATIONAL INSTITUTE OF CHILD HEALTH AND HUMAN DEVELOPMENT CONTRACEPTION AND INFERTILITY RESEARCH LOAN REPAYMENT PROGRAM**

Sec.

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68c.15 Additional conditions.

68c.16 What other regulations and statutes apply?

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**§ 68c.1 What is the scope and purpose of the National Institute of Child Health and Human Development (NICHD) Contraception and Infertility Research Loan Repayment Program (CIR-LRP)?**

This part applies to the award of educational loan payments under the National Institute of Child Health and Human Development (NICHD) Contraception and Infertility Research Loan Repayment Program (CIR-LRP) authorized by section 487B of the Public Health Service Act (42 U.S.C. 288-2). The purpose of this CIR-LRP is the recruitment and retention of highly qualified health professionals to conduct contraception and/or infertility research.

**§ 68c.2 Definitions.**

As used in this part:

*Act* means the Public Health Service Act, as amended (42 U.S.C. 201 *et seq.*).

*Allied health professional* means:

(1) A physician assistant; or

(2) A research assistant with at least a bachelor's degree and applicable career goals.

*Applicant* means an individual who applies to, and meets the eligibility criteria for the CIR-LRP.

*Commercial loans* means loans made by banks, credit unions, savings and loan associations, not-for-profit organizations, insurance companies, schools, and other financial or credit

institutions which are subject to examination and supervision in their capacity as lending institutions by an agency of the United States or of the State in which the lender has its principal place of business.

*Contraception and Infertility Research Loan Repayment Program (CIR-LRP or Program)* means the NICHD Contraception and Infertility Research Loan Repayment Program authorized by section 487B of the Act.

*Contraception and Infertility Research Loan Repayment Program (CIR-LRP or Program) contract* refers to the agreement, which is signed by an applicant and the Secretary, wherein the applicant agrees to participate in research on infertility or contraceptive development and the Secretary agrees to repay qualified educational loans for a prescribed period as specified in this part.

*Contraception and Infertility Research Loan Repayment Program (CIR-LRP or Program) Panel* means a board assembled to review, rank, and approve or disapprove CIR-LRP applications. The Panel is composed of the Deputy Director, NICHD, representatives of NICHD's Office of Administrative Management, respective Program Officers of the Center for Population Research, and other special consultants as required.

*Contraceptive development* means research whose ultimate goal is to provide new or improved means of preventing pregnancy.

*Educational expenses* means the cost of the health professional's education, including the tuition expenses and other educational expenses such as fees, books, supplies, educational equipment and materials, and laboratory expenses.

*Government loans* means loans made by Federal, State, county, or city agencies which are authorized by law to make such loans.

*Health professional* means an individual who is a physician, Ph.D.-level scientist, nurse, or a graduate student or postgraduate research fellow working toward a degree that will enable them to practice in one of those professions.

*Infertility research* means research whose long-range objective is to evaluate, treat or ameliorate conditions

which result in the failure of couples to either conceive or bear young.

*Living expenses* means the reasonable cost of room and board, transportation and commuting costs, and other reasonable costs incurred during an individual's attendance at an educational institution.

*Eligible NICHD-supported extramural site* means a site funded by NICHD that can be identified as one of the following:

(1) A Cooperative Specialized Contraception and Infertility Research Center;

(2) A Cooperative Specialized Research Center in Reproduction Research;

(3) A Women's Reproductive Health Research Career Development Center; and

(4) Reproductive Medicine Unit identified as a clinical site for the National Cooperative Reproductive Medicine Network, or other sites as designated by the Director.

*NICHD intramural laboratory* means a laboratory that is supported by the NICHD intramural research program.

*Panel* means the NICHD Contraception and Infertility Research Loan Repayment Program Panel.

*Participant* means an individual whose application to the CIR-LRP has been approved and whose Program contract has been executed by the Secretary.

*Qualified educational loans* include Government and commercial educational loans, interest and related expenses for—

(1) Undergraduate, graduate, and health professional school tuition expenses;

(2) Other reasonable educational expenses required by the school(s) attended, including fees, books, supplies, educational equipment and materials, and laboratory expenses; and

(3) Reasonable living expenses, including the cost of room and board, transportation and commuting costs, and other reasonable living expenses incurred.

*Reasonable educational and living expenses* means those educational and living expenses which are equal to or less than the sum of the school's estimated

standard student budget for educational and living expenses for the degree program and for the year(s) during which the participant was enrolled in school. If there is no standard budget available from the school or if the participant requests repayment for educational and living expenses which exceed the standard student budget, reasonableness of educational and living expenses incurred must be substantiated by additional contemporaneous documentation, as determined by the Secretary.

*Research on infertility or contraceptive development* means activities which qualify for participation in the CIR-LRP as determined by the Program Panel.

*School* means undergraduate, graduate, and health professions schools which are accredited by a body or bodies recognized for accreditation purposes by the Secretary of Education.

*Secretary* means the Secretary of Health and Human Services and any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.

*Service* means the Public Health Service.

*State* means one of the fifty States, the District of Columbia, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Trust Territory of the Pacific Islands (the Federated States of Micronesia, the Republic of the Marshall Islands, and the Republic of Palau).

*Withdrawal* means an individual's cessation of participation in the Program pursuant to a request by that participant that is implemented by the Secretary prior to the Program making payments on the participant's behalf. A withdrawal is without penalty to the participant and without obligation to the Program.

#### § 68c.3 Who is eligible to apply?

To be eligible to apply to the CIR-LRP, an individual must be a qualified health or allied health professional who is at the time of application, or will be at the time of inception into the CIR-LRP, engaged in employment/training at an NICHD intramural lab-

oratory or an eligible NICHD-supported extramural site.

#### § 68c.4 Who is eligible to participate?

To be eligible to participate in the CIR-LRP, the applicant must have institutional assurance of employment/affiliation with the NICHD intramural laboratory or eligible NICHD-supported extramural site and approval of the CIR-LRP Panel, must meet the criteria specified in § 68c.3, and not be ineligible to participate under § 68c.5.

#### § 68c.5 Who is ineligible to participate?

The following individuals are ineligible for CIR-LRP participation:

(a) Persons who are not eligible applicants as specified under § 68c.3;

(b) Persons who owe an obligation of health professional service to the Federal Government, a State, or other entity. The following are examples of programs which have a service obligation: Physicians Shortage Area Scholarship Program, National Research Service Award Program, Public Health Service Scholarship, National Health Service Corps Scholarship Program, Armed Forces (Army, Navy, or Air Force) Professions Scholarship Program, Indian Health Service Scholarship Program, National Health Service Corp Loan Repayment Program, and NIH loan repayment programs.

#### § 68c.6 How do individuals apply to participate in the CIR-LRP?

An application for participation in the CIR-LRP shall be submitted to the Center for Population Research, NICHD, NIH, which is responsible for the Program's administration, in such form and manner as the Secretary may prescribe.

#### § 68c.7 How are applicants selected to participate in the CIR-LRP?

To be selected for participation in the CIR-LRP, applicants must satisfy the following requirements:

(a) Applicants must meet the eligibility requirements specified in § 68c.3 and § 68c.4.

(b) Applicants must not be ineligible for participation as specified in § 68c.5.

(c) Applicants must propose repayment of a loan that meets the requirements of § 68c.9.

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(d) Applicants must be selected for approval by the CIR-LRP Panel based upon a review of their applications.

### § 68c.8 What does the CIR-LRP provide to participants?

(a) *Loan repayments.* Upon receipt of an individual's written commitment to serve a minimum initial period of two years of obligated service in accordance with this part, the Secretary may pay up to \$35,000 per year of a participant's repayable debt for each year the individual serves.

(b) Under paragraph (a) of this section, the Secretary will make payments in the discharge of debt to the extent appropriated funds are available for that purpose. When a shortage of funds exists, participants may be funded partially, as determined by the Secretary. However, once a CIR-LRP contract has been signed by both parties, the Secretary will obligate such funds as necessary to ensure that sufficient funds will be available to pay benefits for the duration of the period of obligated service unless otherwise specified by mutual written agreement between the Secretary and the applicant. Benefits will be paid on a quarterly basis after each service period unless otherwise specified by mutual written agreement between the Secretary and the applicant.

### § 68c.9 What loans qualify for repayment?

(a) The CIR-LRP will repay participants' lenders the principal, interest, and related expenses of qualified Government and commercial educational loans obtained by participants for the following:

(1) Undergraduate, graduate, and health professional school tuition expenses;

(2) Other reasonable educational expenses required by the school(s) attended, including fees, books, supplies, educational equipment and materials, and laboratory expenses; and

(3) Reasonable living expenses, including the cost of room and board, transportation and commuting costs, and other living expenses as determined by the Secretary.

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(b) The following educational loans are ineligible for repayment under the CIR-LRP:

(1) Loans obtained from other than a government entity or commercial lending institution;

(2) Loans for which contemporaneous documentation is not available;

(3) Loans or portions of loans obtained for educational or living expenses which exceed the standard of reasonableness as determined by the participant's standard school budget for the year in which the loan was made, and are not determined by the Secretary to be reasonable based on additional documentation provided by the individual;

(4) Loans, financial debts, or service obligations incurred under the following programs: Physicians Shortage Area Scholarship Program (Federal or State), National Research Service Award Program, Public Health and National Health Service Corps Scholarship Training Program, National Health Service Corps Scholarship Program, Armed Forces (Army, Navy, or Air Force) Health Professions Scholarship Program, Indian Health Service Program, and similar programs, upon determination by the Secretary, which provide loans, scholarships, loan repayments, or other awards in exchange for a future service obligation;

(5) Any loan in default or not in a current payment status;

(6) Loan amounts which participants have paid or were due for payment prior to inception into the CIR-LRP; and

(7) Loans for which promissory notes have been signed after the individual's acceptance into the CIR-LRP.

### § 68c.10 What does an individual have to do in return for loan repayments received under the CIR-LRP?

Individuals must make a written commitment in accordance with this part to conduct, and must actually conduct research with respect to contraception and/or infertility at an NICHD intramural laboratory or an eligible NICHD-supported extramural site for a minimum initial period of two years.

**§ 68c.11 How does an individual receive loan repayments beyond the initial two-year contract?**

An individual may apply for and the Secretary may grant extension contracts for one-year periods, if there is sufficient debt remaining to be repaid and the individual is engaged in research on infertility or contraceptive development at an NICHD intramural laboratory or eligible NICHD-supported extramural site.

**§ 68c.12 What will happen if an individual does not comply with the terms and conditions of participation in the CIR-LRP?**

(a) Absent withdrawal (see § 68c.2) or termination under paragraph (d) of this section, any participant who fails to begin or complete the minimum two-year service obligation required under the Program contract, will be considered to have breached the contract and will be subject to assessment of monetary damages and penalties as follows:

(1) Participants who leave during the first year of the initial contract are liable for amounts already paid by the CIR-LRP on behalf of the participant plus an amount equal to \$1,000 multiplied by the number of months of the original two-year service obligation.

(2) Participants who leave during the second year of the contract are liable for amounts already paid by the NICHD on behalf of the participant plus \$1,000 for each unserved month.

(b) Participants who sign a continuation contract for any year beyond the initial two-year period and fail to complete the one-year period specified are liable for the pro rata amount of any benefits advanced beyond the period of completed service plus an amount equal to the number of months of obligated service that were not completed by the participant multiplied by \$1,000.

(c) Payments of any amount owed under paragraph (a) or (b) of this section shall be made within one year of the participant's breach (or such longer period as determined by the Secretary).

(d) Terminations will not be considered a breach of contract in cases where such terminations are beyond the control of the participant as follows:

(1) Terminations for cause or for convenience of the Government that are not based upon a breach or default of the participant will not be considered a breach of contract and monetary damages will not be assessed.

(2) The participant transfers to another NICHD intramural laboratory or eligible NICHD-supported extramural site, in which case the participant remains bound to any and all obligations of the contract.

(3) The participant transfers to a site other than an NICHD intramural laboratory or eligible NICHD-supported extramural site, in which case the participant may not be assessed monetary penalties if, in the judgement of the CIR-LRP Panel, the participant continues to engage in contraception and/or infertility research for any remaining period of obligated service as set forth in the contract.

**§ 68c.13 Under what circumstances can the service or payment obligation be canceled, waived, or suspended?**

(a) Any obligation of a participant for service or payment to the Federal Government under this part will be canceled upon the death of the participant.

(b)(1) The Secretary may waive or suspend any service or payment obligation incurred by the participant upon request whenever compliance by the participant:

- (i) Is impossible;
- (ii) Would involve extreme hardship to the participant; or
- (iii) If enforcement of the service or payment obligation would be against equity and good conscience.

(2) The Secretary may approve a request for a suspension of the service or payment obligations for a period of 1 year. A renewal of this suspension may also be granted.

(c) Compliance by a participant with a service or payment obligation will be considered impossible if the Secretary determines, on the basis of information and documentation as may be required, that the participant suffers from a physical or mental disability resulting in the permanent inability of the participant to perform the service or other

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activities which would be necessary to comply with the obligation.

(d) In determining whether to waive or suspend any or all of the service or payment obligations of a participant as imposing an undue hardship and being against equity and good conscience, the Secretary, on the basis of information and documentation as may be required, will consider:

(1) The participant's present financial resources and obligations;

(2) The participant's estimated future financial resources and obligations; and

(3) The extent to which the participant has problems of a personal nature, such as a physical or mental disability or terminal illness in the immediate family, which so intrude on the participant's present and future ability to perform as to raise a presumption that the individual will be unable to perform the obligation incurred.

**§ 68c.14 When can a CIR-LRP payment obligation be discharged in bankruptcy?**

Any payment obligation incurred under § 68c.12 may be discharged in

bankruptcy under Title 11 of the United States Code only if such discharge is granted after the expiration of the five-year period beginning on the first date that payment is required and only if the bankruptcy court finds that a nondischarge of the obligation would be unconscionable.

**§ 68c.15 Additional conditions.**

In order to protect or conserve Federal funds or to carry out the purposes of section 487B of the Act, or of this subpart, the Secretary may impose additional conditions as a condition of any approval, waiver or suspension authorized by this subpart.

**§ 68c.16 What other regulations and statutes apply?**

Several other regulations and statutes apply to this part. These include, but are not necessarily limited to:

Debt Collection Act of 1982, Public Law 97-365 (5 U.S.C. 5514);

Fair Credit Reporting Act (15 U.S.C. 1681 *et seq.*);

Federal Debt Collection Procedures Act of 1990, Public Law 101-647 (28 U.S.C. 1); and

Privacy Act of 1974 (5 U.S.C. 552a).