received by the applicant for the following expenses of enrollment:

a. tuition expenses;

b. all other reasonable educational expenses such as fees, books, supplies, educational equipment and materials required by the school, and incurred by the applicant; or

c. reasonable living expenses as

determined by the Secretary.

2. If the applicant agrees to serve 2 or more years:

a. Except as provided in subparagraph b. of this paragraph, pay up to \$20,000 of the outstanding principal and interest of a participant's non delinquent educational loans, but not more than half of the 20 percent of the qualified outstanding educational loans for such year for each year of eligible faculty service; or

b. The Secretary's liability will not exceed a cap of \$20,000 of principal and interest annually. This would include the 10 percent waived under Sec. 738(a) of the Act for the School's proportionate share of the loan repayment amounts. The applicant must pay that portion not covered.

3. Make loan repayments for a year of obligated service no later than the end of the fiscal year in which the applicant completes such year of service.

4. The effective date of the Contract will be the date it is signed by the Director, Division of Disadvantaged Assistance or the date employment begins as a faculty member of the contracting school whichever is later.

Section B-Obligations of the Participant

1. The applicant agrees to:

a. Continue loan repayments to lenders for the first quarter after which the Secretary will make delayed quarterly payments to applicant for the years stated in paragraph c of this section. Applicant must pay lender(s) these payments.

b. Serve his or her period of obligated faculty service as contracted with the school and as determined by the Secretary to be acceptable.

e. Serve in accordance with paragraph b. of this section for _____ years at

. The applicant must

serve a minimum of two years. 2. If the applicant's eligibility to participate in the Faculty Loan Repayment Program is based on section 738(a)(2) of the Act (i.e. based on his or her enrollment in an accredited health professions school), he or she also agrees to:

a. Maintain full-time enrollment, (as determined by the School), in good academic standing as determined by the School, in the final year of the course of study leading to a degree in medicine, osteopathic medicine, dentistry, pharmacy, podiatric medicine, optometry, veterinary medicine, nursing, or public health, or schools offering graduate programs in clinical psychology in which the applicant is currently enrolled, until completion of such course of study;

b. Enter into a contract with an accredited school described in subsection (a) of Section 738 to serve as a "new" member of the faculty of the school for not less than 2 years according to the requirements described in subsection (a)(5) of section 738. c. Begin service obligation as contracted.

Section C—Breach of Written Loan Repayment Contract

1. If the participant fails to comply with section B.1.c. of this contract or is dismissed for disciplinary reasons or voluntarily terminates the contracts, neither the Secretary nor the School is obligated to continue loan repayments as stated in Sec. A of this Contract. The participant shall be liable to the United States and the School for the amounts specified in paragraph 2 of this section.

2. If the applicant agrees to serve as a fulltime faculty member for two years or more and fails to serve the 2-year minimum requirement, he or she is liable to pay monetary damages to the United States amounting to the sum of (a) the total amounts specified in Section A.2 of this contract plus (b) an "unserved obligation penalty" of \$1,000 for each month unserved as set forth in paragraph 3 of this section plus (c) any tax assistance paid plus (d) interest, penalties and administrative charges for past due payments.

3. The "Unserved Obligation Penalty" means the amount equal to the number of months of obligated service that were not completed by an individual, multiplied by \$1,000 except that in any case in which the individual fails to serve 1 year, the unserved obligated penalty shall be equal to the full period of obligated service multiplied by \$1,000.

4. It the applicant agrees to serve more than the 2-year minimum service obligation and has completed the 2-year minimum he or she will be liable for such sums paid for any months that are not a full year beyond the 2year minimum requirement as agreed to in Section B.1.c of this contract, plus an "unserved obligation penalty" of \$1,000 for each month unserved.

5. Any amount the United States is entitled to recover shall be paid within one year of the date the Secretary determines that the applicant is in breach of this written contract. Failure to pay by the due date will incur delinquent charges provided by Federal Law. (45 CFR 30.13).

Section D—Cancellation, Suspension, and Waiver of Obligation

Any service or payment obligation may be canceled, suspended, or waived under certain circumstances described below: (1) In the event of death or permanent and total disability, the Secretary will cancel obligations under this contract. To receive cancellation in the event of death, the executor of the estate must submit an official death certificate to the Secretary. To receive cancellation for permanent and total disability, applicant or his/her representative must apply to the Secretary, submitting medical evidence of my condition, and the Secretary may cancel this obligation in accordance with applicable Federal statutes and regulations; (2) Upon receipt of supporting documentation the Secretary may waive or suspend service or payment obligation under this contract if the Secretary determines that: (a) meeting the terms and conditions of the contract is impossible or

would involve extreme hardship; and (b) enforcement of the obligations would be unconscionable. (3) Deferment will be granted in the event of long term illness. Supporting documentation should be sent to: Division of Disadvantaged Assistance, Room 8A–09 Parklawn Building, 5600 Fishers Lane, Rockville, MD 20857.

The Secretary or his/her authorized representative must sign this contract before it becomes effective.

Applicant Name (Please Print)

Applicant Signature * Date

Secretary of Health and Human Services or Designee

Date

* Before signing, be sure you have completed section B.1.c. on page 1 of this contract indicating the number of years of service you agree to perform.

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National Practitioner Data Bank: Change in User Fee

The Health Resources and Services Administration (HRSA), Public Health Service (PHS), Department of Health and Human Services (DHHS), is announcing a change in the fee that is charged entities authorized to request information from the National Practitioner Data Bank (Data Bank).

The current user fee of \$6.00 for queries submitted by diskette or telecommunications network, with a \$4.00 surcharge added for queries submitted on paper, has been in effect since July 1, 1993. Those fees were announced in the Federal Register on June 1, 1993 (58 FR 31215). A subsequent change in the fee structure was announced in the Federal Register on July 14, 1994 (59 FR 35936), at which time a \$1.00 discount from the \$6.00 fee was offered for queries who would submit their queries over the telecommunications network and who would pay by credit card. That announcement also indicated that the fee charged for authorized queries for information concerning an individual physician, dentist, or other health care practitioner would be reviewed periodically and revised as necessary, based upon experience. Any further changes in the fee, and the effective date of the change, would be announced in the Federal Register.

The Data Bank is authorized by the Health Care Quality Improvement Act of 1986 (the Act), title IV of Public Law 99–660, as amended (42 U.S.C. 11101 *et seq.*). Section 427(b)(4) of the Act authorizes the establishment of fees for