

## Wyoming Administrative Rules

# Livestock Board

General Agency, Board or Commission Rules

Chapter 23: Veterinary Loan Repayment Rules

**Effective Date:** 05/12/2015 to Current

**Rule Type:** Current Rules & Regulations

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**Chapter 23**  
**Wyoming Livestock Board Rules**  
**Veterinary Loan Repayment Rules**

**Section 1. Authority**

(i) Pursuant to W.S. 11-18-119(b), these rules are promulgated by the Wyoming Livestock Board, in consultation with the Wyoming Veterinary Medical Association and the Wyoming Board of Veterinary Medicine.

**Section 2. Purpose and Applicability**

(i) These rules implement and describe generally the Veterinary Loan Repayment Program (“Program”) (W.S. 11-18-119).

**Section 3. Severability**

(i) If any portion of these rules is found to be invalid or unenforceable, the remainder shall continue in effect.

**Section 4. Definitions**

(a) “Application” means a completed application for a Loan Repayment Grant submitted to the Board.

(b) “Approved Area” means a geographic area or a community in Wyoming which is underserved and in need of Food Animal Veterinary Services. Approved Areas are developed by the Board after it has assessed the Food Animal Veterinary Service needs of the state by geographic area in consultation with the Wyoming Board of Veterinary Medicine and the Wyoming Veterinary Medical Association. The Board shall create a list of Approved Areas. The Board may designate any or all areas of the state as an Approved Area. A copy of the list of Approved Areas may be requested by contacting the Board’s office in Cheyenne.

(c) “Board” means the Wyoming Livestock Board.

(d) “Contract Agreement” means a legally enforceable contract between the Board, the Grantee, and the Sponsor, which describes their responsibilities and duties. A sample Contract Agreement may be requested by contacting the Board’s office in Cheyenne.

(e) “Educational Expenses” mean the total Outstanding Educational Loans the Applicant or Grantee has acquired as a direct result of undergraduate or postgraduate educational training directly related to providing Food Animal Veterinary Services.

(f) “Food Animal” means cattle, sheep, swine, or goats.

(g) “Food Animal Veterinary Services” means the provision of veterinary services for food animals including, but not limited to, herd health, disease diagnosis, prevention and treatment, and obstetrics.

(h) “Grantee” means an Applicant that has been selected by the Board to receive a Loan Repayment Grant pursuant to W.S. 11-18-119.

(i) “Loan Repayment Grant” means a grant of funds awarded by the Board that must be used by a Grantee to pay his Educational Expenses in exchange for performing Food Animal Veterinary Services in an Approved Area for a minimum of three (3) years. Seventy five percent (75%) of the Loan Repayment Grant shall be paid by the Board in accordance with the Program requirements and twenty five percent (25%) of the Loan Repayment Grant shall be paid with matching funds provided by a Sponsor.

(j) “Outstanding Educational Loans” mean an outstanding educational loan made by a bank, credit union, savings and loan association, insurance company, school, or credit institution, or a government loan made by a federal, state, county, or city agency that was accepted by an Applicant or Grantee to pay for his undergraduate or postgraduate educational training directly related to providing Food Animal Veterinary Services.

(k) “Sponsor” means any city, county, veterinary clinic, animal care facility, state agency, university, laboratory, veterinary association, or combination thereof that provides twenty five percent (25%) matching funds for a Grantee’s Loan Repayment Grant.

(l) “Veterinarian” means an individual who has graduated from a school of veterinary medicine and who is licensed to practice in the State of Wyoming.

## **Section 5. Veterinary Loan Repayment Grant-Generally**

(a) The Board may provide a Loan Repayment Grant to pay up to one hundred percent (100%) of a Grantee’s Educational Expenses in exchange for the Grantee performing Food Animal Veterinary Services for a minimum of three (3) years in an Approved Area. No credit shall be provided for any years in which the Grantee performed Food Animal Veterinary Services in an Approved Area prior to being selected as a Grantee and executing a Contract Agreement with the Board.

(b) In no event shall the Board provide a Loan Repayment Grant to a Grantee in excess of thirty thousand dollars (\$30,000.00) per year including twenty five percent (25%) matching funds.

(c) No state monies shall be expended for a Loan Repayment Grant unless twenty five percent (25%) of the Loan Repayment Grant is matched by money from a Sponsor.

(d) The Board shall only disburse Loan Repayment Grant monies directly to the Grantee. The Grantee shall then use the entire Loan Repayment Grant to repay his Educational Expenses. If the Grantee fails to use any portion of the Loan Repayment Grant to repay his Educational

Expenses, or the Grantee uses any portion of the Loan Repayment Grant for other purposes, then the Contract Agreement may be terminated by the Board and the Grantee shall repay to the Board the entire amount of the disbursed Loan Repayment Grant. The Grantee shall also pay and reimburse all costs and expenses incurred in the collection of the disbursed Loan Repayment Grant monies, including attorneys' fees.

(e) The Contract Agreement shall specify how the Loan Repayment Grant will be disbursed to the Grantee throughout each year.

(f) The Board shall not begin disbursing any portion of the Loan Repayment Grant until six (6) months after the Grantee, the Board, and the Sponsor have entered into a Contract Agreement, the twenty five percent (25%) cash match has been deposited with the Board, and the Grantee has performed Food Animal Veterinary Services for at least six (6) months in an Approved Area designated by the Board.

#### **Section 6. Application Process/Eligibility**

(a) The Applicant shall apply for a Loan Repayment Grant by completing an application which has been approved by the Board. An application may be requested by contacting the Board's office in Cheyenne. The application shall be filed with the Board's office in Cheyenne.

(b) The Applicant must be a United States citizen or permanent resident.

(c) The Applicant shall supply all supporting documentation required by the Board as part of the application process including, but not limited to, all information documenting his Educational Expenses.

(d) At the time of the application, the Applicant must agree to perform Food Animal Veterinary Services in an Approved Area for a minimum of three (3) years.

(e) An Applicant who is in default of his loan repayment obligations at the time of filing his application with the Board is ineligible to receive a Loan Repayment Grant.

(f) At the time of filing his application, the Applicant must identify the Sponsor or Sponsors who have committed to provide required matching funds.

#### **Section 7. Grantee Selection Process**

(a) The Board shall select Grantees based on the following criteria:

(i) The severity of the Food Animal Veterinary Services shortage in the Approved Area where the Applicant agrees to perform Food Animal Veterinary Services;

(ii) The total percentage of Food Animal Veterinary Services the Applicant performs or will perform in the Approved Area;

(iii) The Educational Expenses of the Applicant; and

(iv) Whether the Applicant has a commitment from a Sponsor or Sponsors who will provide the twenty five percent (25%) matching funds. It is the sole responsibility of the Applicant to get a commitment from a Sponsor to provide the matching funds.

(b) The Board may give priority, when practicable, to Applicants who attended the University of Wyoming or a Wyoming community college.

(c) The selection of Grantees is at the sole discretion of the Board.

(d) The total amount of the Loan Repayment Grant is at the sole discretion of the Board contingent on available funding, but shall never exceed thirty thousand dollars (\$30,000.00) per year.

(e) Following the Grantee selection process, the Grantee and Sponsor will be required to execute a Contract Agreement with the Board which describes the parties' responsibilities and duties. If the Sponsor or Grantee breaches any provision of the Contract Agreement, the Board may terminate the Contract Agreement and seek all remedies available to it.

#### **Section 8. Loan Repayment Grant Administration**

(a) A Grantee or Sponsor shall provide information required by the Board to administer the Program.

(b) The Loan Repayment Grant shall be administrated through the fiscal office of the Board.

(c) The Loan Repayment Grant shall be disbursed to the Grantee in accordance with the Contract Agreement.

(d) There must be a twenty five percent (25%) cash match of the annual Loan Repayment Grant awarded to a Grantee deposited with the Board before the Board may disburse the annual Loan Repayment Grant to a Grantee. For example, if the Board awards an annual Loan Repayment Grant of ten thousand dollars (\$10,000.00) to a Grantee, it is required that matching funds in the amount of two thousand five hundred dollars (\$2,500.00) be deposited with the fiscal office of the Board. In this example, the Board is only responsible for seven thousand five hundred dollars (\$7,500.00), with the remaining two thousand five hundred dollars (\$2,500.00) of the Loan Repayment Grant provided by the Sponsor as matching funds.

(e) Matching funds are the sole responsibility of the Grantee and the Sponsor. Further, it is the sole responsibility of the Grantee and the Sponsor to ensure that the twenty five percent (25%) matching funds are deposited with the Board each year prior to Annual Loan Repayment Grant disbursement to the Grantee. The Board's fiscal officer shall annually invoice the Sponsor for the amount of the required Sponsor matching funds.

## **Section 9. Service Obligation Breach**

(a) A Grantee who fails to complete the Food Animal Veterinary Service obligations as stated in the Contract Agreement shall:

(i) Repay the total amount of the disbursed Loan Repayment Grant according to a schedule established by the Contract Agreement; and

(ii) Pay all costs and expenses incurred in collection of the disbursed Loan Repayment Grant, including attorneys' fees.

(b) The Board may waive, in full or in part, its right to repayment if the Board determines that the Grantee's breach of the Contract Agreement, or failure to comply with any term of the Contract Agreement, was due to circumstances beyond the Grantee's control.

## **Section 10. Release of Recipient from Service Obligation**

(a) The Board may cancel or release, in full or in part, a Grantee from his obligation if:

(i) The Grantee becomes disabled to a degree that prevents the practice of Food Animal Veterinary Services; or

(ii) The Grantee dies.

## **Section 11. Reporting Requirements**

(i) Upon request by the Board, a Grantee shall provide to the Board any and all information regarding the volume/quantity of Food Animal Veterinary Services performed by the Grantee as required by the Contractual Agreement.

## **Section 12. Licensure and Accreditation Requirements**

(a) The Grantee shall maintain a current and valid license to practice veterinary medicine in the State of Wyoming during the term of the Contract Agreement.

(b) The Grantee shall maintain veterinary accreditation with the United States Department of Agriculture Animal and Plant Health Inspection Services during the term of the Contract Agreement.