

Chapter 23
Wyoming Livestock Board Rules
Veterinary Loan Repayment Rules

Section 1. Authority

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

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

Section 3. Severability

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

Section 4. Definitions

(a) “Applicant” means a Veterinarian who has submitted a completed application for a Loan Repayment Grant to the Board.

(b) “Approved Area” means a geographic area or a community of the state of Wyoming which is underserved and is in need of Food Animal Veterinary Services. These Approved Areas are developed by the Board after it has assessed Food Animal Veterinary Service needs of the state by geographic area. The Board is required to create a list of Approved Areas. A copy of the list of Approved Areas may be requested by contacting the Board’s office in Cheyenne.

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

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

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

(f) “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 taken by a Recipient to pay for his undergraduate or postgraduate educational training directly related to providing Food Animal Veterinary Services.

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

(h) “Food Animal Veterinary Services” means the provision of veterinary services for cattle, sheep, swine and goats including but not limited to herd health including disease diagnosis, prevention and treatment and obstetrics.

(i) “Loan Repayment Grant” means a grant of funds awarded by the Board that must be used by a Recipient to pay his Educational Expenses in exchange for performing Food Animal Veterinary Services in an Approved Area designated by the Board 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) “Recipient” means an Applicant that has been selected by the Board to receive a Loan Repayment Grant pursuant to this Act.

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

(l) “This Act” means W.S. 11-18-119.

(m) “Veterinarian” means an individual who has graduated from an accredited school of veterinary medicine and who is licensed and accredited 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 Recipient’s Educational Expenses in exchange for the Recipient performing Food Animal Veterinary Services for a minimum of three (3) years in an Approved Area designated by the Board. No years of service credit is provided for the years in which the Recipient performed Food Animal Veterinary Services in an Approved Area prior to being selected as a Recipient and executing a Contract Agreement with the Board.

(b) In no event shall the Board provide a Loan Repayment Grant to a Recipient in excess of thirty thousand dollars and no cents (\$30,000.00) per year, which includes twenty five percent (25%) matching funds provided by a Sponsor.

(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 is only responsible to make a Loan Repayment Grant directly to the Recipient. The Recipient is then required to use the entire Loan Repayment Grant to repay his Educational Expenses. If the Recipient fails to use any portion of the Loan Repayment Grant to repay his Educational Expenses, the Contract Agreement shall be immediately terminated by the Board and the Recipient shall repay to the Board the amount of the disbursed Loan Repayment Grant that was used to pay anything other than his Educational Expenses. The Recipient shall also pay all costs and expenses incurred in the collection of the disbursed Loan Repayment Grant, including attorneys' fees.

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

(f) The Board shall not begin disbursing any portion of the Loan Repayment Grant until six months (6) after the Recipient, 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 Recipient 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 designated by the Board 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 be selected as a Recipient of 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 the required matching funds.

Section 7. Recipient Selection Process

- (a) The Board shall select Recipients 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 Recipient has a commitment from a Sponsor or Sponsors that will provide the twenty five percent (25%) matching funds. It is the sole responsibility of the Recipient 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 Recipients 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.
- (e) Following the Recipient selection process, the Recipient and the Sponsor will be required to execute a Contract Agreement with the Board which describes the parties' responsibilities and duties. If the Sponsor or Recipient breaches any provision of the Contract Agreement, the Board may terminate the Contract Agreement and seek all remedies available to it pursuant to the Contract Agreement.

Section 8. Loan Repayment Grant Administration

- (a) A Recipient or Sponsor shall provide information as required by the Board to administer the Program.
- (b) The Loan Repayment Grant will be administrated through the fiscal office of the Board.
- (c) The Loan Repayment Grant will be disbursed to the Recipient 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 Recipient deposited with the Board before the Board may disburse the annual Loan Repayment Grant to a Recipient. For example, if the Board

awards an annual Loan Repayment Grant of ten thousand dollars and no cents (\$10,000.00) to a Recipient, it is required that the matching funds in the amount of two thousand five hundred dollars and no cents (\$2,500.00) is deposited with the fiscal office of the Board. In this example, the Board is only responsible for seven thousand five hundred dollars and no cents (\$7,500.00) and the remaining two thousand five hundred dollars and no cents (\$2,500.00) of the Loan Repayment Grant shall be provided by the Sponsor with matching funds.

(e) Matching funds are the sole responsibility of the Recipient and the Sponsor. Further, it is the sole responsibility of the Recipient and the Sponsor to make sure that the twenty five percent (25%) matching funds is on deposit with the Board each year prior to the Board disbursing the annual Loan Repayment Grant to the Recipient.

Section 9. Service Obligation Breach

(a) A Recipient under the Act 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 Recipient's breach of the Contract Agreement, or failure to comply with any term of the Contract Agreement, was due to circumstances beyond the Recipient's control.

Section 10. Release of Recipient from Service Obligation

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

(i) The Recipient becomes disabled preventing the practice of Food Animal Veterinary Services; or

(ii) The Recipient dies.

Section 11. Reporting Requirements

Upon request by the Board, a Recipient is required to provide to the Board any and all information which will assist the Board in administering the Program.