Georgia Board for Physician Workforce

State of Georgia

NOTICE OF INTENTION TO ADOPT RULES AND REGULATIONS OF THE GEORGIA BOARD FOR PHYSICIAN WORKFORCE

The Georgia Board for Physician Workforce hereby gives notice of its intention to adopt the Rules and Regulations of the Georgia Board for Physician Workforce as follows:

Applicable Rules to be Adopted:

- 195-14-.01
- 195-14-.02
- 195-14-.03
- 195-14-.04
- 195-14-.05
- 195-14-.06
- 195-14-.07
- 195-14-.08
- 195-14-.09
- 195-14-.10

Rules and Regulations of the Georgia Board for Physician Workforce are being adopted. The information is posted at www.gbpw.georgia.gov or may be reviewed during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, (except for official State holidays), at the office of the Georgia Board for Physician Workforce, 2 Peachtree Street, NW, 36th Floor, Atlanta, Georgia 30303.

Any interested person wishing to make objections or present their views on this action to the Board may do so in writing no later than January 7, 2015 or make comments at the public hearing during the January 29, 2015 GBPW Board meeting at 8:30 am. Comments may be directed to Cherri Tucker, Georgia Board for Physician Workforce, 2 Peachtree St., NW, 36th Floor, Atlanta, Georgia 30303. Comments may be received by the Board via e-mail to ctucker@dch.ga.gov or by calling (404) 232-7972.

The Board voted to adopt this Notice of Intent on October 23, 2014 and intends to adopt the amended Rules at the January 29, 2015 meeting following any public comment.

Date: December 8, 2014

Signed: _____
Cherri Tucker
Executive Director

2 Peachtree St., NW, 36th Floor, Atlanta, Ga 30303, (404) 232-7972, Fax (404) 656-2596
www.gbpw.georgia.gov

CHAPTER 195-14
GEORGIA PHYSICIAN LOAN REPAYMENT PROGRAM

195-14.01 General Definitions.

(1) "Georgia Board for Physician Workforce (GBPW)" means the organization and its office created under O.C.G.A. § 49-10-1 and authorized to administer the Georgia Physician Loan Repayment Program.
(2) "Georgia Physician Loan Repayment Program (GPLRP)" refers to that program of the GBPW authorized under O.C.G.A. § 31-34-1 *et seq.*, which awards financial loans to physicians who desire to practice in medically underserved rural communities of Georgia.
(3) "Loan" refers to the service repayable grant awarded by the Georgia Board for Physician Workforce to physicians who are desirous of becoming practicing physicians in rural, underserved areas of Georgia.
(4) "Loan Repayment" refers to repayment of all or a portion of the recipient's outstanding medical education and training loan debt.
(5) "Qualifying debt" is any debt held by a Government (Federal, State or Local) and/or commercial loans from an established lending institution, identifiable as origination from the debt incurred to obtain a medical education, fully disclosed at the time of application, and is currently not in default even if the creditor now considers the defaulted loan to be in good standing.
(6) "Medical Education and Training Loan Debt" refers to loans incurred by the applicant to finance his/her medical education and training that remain unpaid during the contract period.
(7) "Eligible and Qualified Applicant" refers to, as minimum qualifications, a physician with outstanding medical educational and training loan debt, holding a current, unrestricted license to practice medicine in the State of Georgia and not having any outstanding contractual obligation for health professional service to the Federal Government, a State, or other entity, who desires to serve in a Board-approved, medically underserved rural area of Georgia.
(8) "Graduate Medical Education Training Program" means a graduate medical education program located in the United States which has received accreditation or provisional accreditation by the Accreditation Council for Graduate Medical Education or the American Osteopathic Association designed to qualify the graduate for licensure by the Georgia Composite Medical Board.
(9) "Recipient" means any person who receives any amount of funding from the Georgia Board for Physician Workforce/Georgia Physician Loan Repayment Program.
(10)"Service Repayment" means the period of service earned by the physician as approved by the Board, toward repayment of the service cancelable loan in professional medical services rendered by the recipient and as required under the provisions of the loan contract.

(11) "Credit" means that amount of time credited to the recipient for services rendered in compliance with the provisions of the contract. Credit is typically applied one year of funding for each year of service rendered in compliance with the repayment provisions of the contract.

(12) "Rural and Underserved Area" means a Georgia Board for Physician Workforce approved rural county in Georgia with a population of 35,000 or less according to the United States decennial census of 2010 or any future such census.

(13) "Health Professional Shortage Area," or HPSA, means a geographic area designated by the federal Department of Health and Human Services as requiring additional primary care or mental health physicians to meet health care needs.

(14) "Contract Renewal" means the yearly renewal of the loan repayment contract between the recipient and the Board. The contract period shall be two years and may be renewed for two one-year periods for a total not to exceed four (4) years and a total amount not exceeding 100,000.

(15) "Priority of Specialty" refers to the priority of award consideration given to physician applicants as determined on an annual basis by the Board and recorded in the official minutes.

(16) "Award Amount" refers to the annual amount obligated to a loan repayment recipient. The Board shall determine the award amount. At its annual meeting, the Georgia Board for Physician Workforce may, within its discretion, set the award amount for new loans within the limit of the appropriated funds for the budget year. Said amount shall be set forth in the official minutes of the Board.

(17) "Targeted County" means any of those counties targeted by the Georgia Board for Physician Workforce as an area of severe medical need that is also designated by the federal government as a Health Professional Shortage Area.

(18) "Default" means breach of contract by the recipient in failing to begin or failing to complete the contractual service obligation of the Georgia Physician Loan Repayment Program.

(19) "Full Time" refers to the minimum number of hours of work required per week to fulfill service obligation. Full time is considered at least 32 clinical hours providing direct patient care during normal clinic hours at the approved practice site. Remaining hours must be spent providing inpatient care to patients and/or in practice-related administrative activities. On-call hours are not considered part of the full time requirement. Full time hours for an OBGYN or Family Medicine physicians who practice OB are considered at least 21 of the minimum 40 hours work week must be spent providing direct patient care during normal clinic hours at the approved practice site. The remaining hours must be spent providing inpatient care to patients of the approved site, and/or in practice related administrative activities not to exceed 8 hours per week. 40 hours per week for General Surgery is combined clinical/office hours and surgery/inpatient care with no more than 8 hours per week devoted to practice related administrative duties. For all specialties employed under state jurisdiction, the full time equivalent as recognized by the respective state or federal agency is acceptable. No more than 7 weeks (35 workdays) per year can be spent away from the practice for vacation, holidays, continuing professional education, illness or any other reason. Absences greater than 7 weeks in a service year will extend the service commitment.

(20) "Practice" refers to providing direct patient care in Board approved rural and underserved areas located within the State of Georgia.
(21) "Direct Patient Care" refers to hands on, face-to-face contact with patients for the purpose of diagnosis, treatment and monitoring.
(22) "Non-Profit Private Entity" means an entity which may not lawfully hold or use any part of its net earnings to the benefit of any private shareholder or individual and which does not hold or use its net earnings for that purpose (42 C.F.R. 62.52).
(23) "For-Profit Health Facilities Operated by Non-Profit Organizations" refers to those organizations that accept reimbursement from Medicare, Medicaid, and the Children's Health Insurance Program, utilize a sliding fee scale, and see all patients regardless of their ability to pay.

195-14-.02 Eligibility Criteria and Application Process.

(1) Eligibility Criteria.
Program eligibility is limited to applicants who meet the following criteria:
a. Physicians must be licensed with no restrictions and in good standing to practice in Georgia by the Georgia Composite Medical Board.
b. Physicians' practice must be limited to the specialties of Family Medicine (and osteopathic general practice), General Internal Medicine, General Pediatrics, Obstetrics/Gynecology, Family Medicine with OB, Geriatrics, or General Psychiatry. General Practitioners (physicians who have not completed a residency training program) are not eligible for funding under the Georgia Physician Loan Repayment Program.
c. Physicians must contractually agree to practice in a Board-approved, targeted county in Georgia which is also designated as a Health Professional Shortage Area by the federal government.
d. Physicians must agree to a minimum two-year service obligation in a Board approved, targeted county in Georgia which is also designated as a Health Professional Shortage Area by the federal government.
e. Physicians must practice in not-for-profit institutions or not-for-profit medical practices.
f. Physicians must maintain a Georgia Medicaid number and actively treat Medicaid patients in their practice.
g. Physicians must not have other current contractual service obligations, such as National Health Service Corps Scholarships, Military Service obligations, or obligations to a State or other entity prior to beginning this contract.
h. Physicians agree to accept reimbursement under Medicare, Medicaid and the Children's Health Insurance Program, utilize a sliding fee scale, and see all patients regardless of their ability to pay.
i. All practice sites must be located in federally-designated HPSAs. Medically Underserved Areas or Populations and shortage areas designated by the State do not qualify
j. Physicians must work in a HPSA that corresponds to their training and/or discipline. For example, psychiatrists must serve in a mental health HPSA.

k. Eligible practice sites must charge for professional services at the usual and customary prevailing rates.
l. Eligible practice sites must provide discounts for individuals with limited incomes (i.e., use a sliding fee scale).
(1) for those with annual incomes at or below 100 percent of the HHS Poverty Guidelines, the practice site must provide services at no charge or at a nominal charge.
(2) for individuals between 100 and 200 percent of the HHS Poverty Guidelines, practice sites must provide a schedule of discounts, which should reflect a nominal charge covered by a third party (either public or private).
m. Physicians must meet all other requirements as set forth by the Georgia Board for Physician Workforce and the U.S. Department of Health and Human Services Health Resources and Services Administration.
(2) **Application Process.**
Each applicant must:
a. Submit a completed application form.
b. Submit a full disclosure of all outstanding medical educational and training debt and service commitment obligations.
c. Request the completion and submission of a site assessment form from the practice entity or employer.
d. Submit documentation of the not-for-profit tax status of the practice entity.
e. Submit a copy of the contract between the practice entity and the applicant or a letter of attestation from the applicant documenting a commitment to full time (40+ hours per week) practice in the rural community where the practice is located.
f. Attest that the applicant does not have any other current service obligation, such as National Health Service Corp, Georgia Board for Physician Workforce, or Military Service obligations.
g. Submit a signed and notarized O.C.G.A. § 50-36-1(f)(1)(B) Affadavit.
h. Submit one secure and verifiable document under O.C.G.A. § 50-36-2.

195-14.03 Review Process.

(1) **Administrative Review.**
A. The Board staff shall collect and maintain documentation of the following information from GPLRP applicants, including but not limited to:
1. Application form.
2. Full disclosure of all outstanding medical education and training debt.
3. Site assessment form from the practice entity or employer.
4. Documentation of the not-for-profit status of the practice entity.
5. Documentation of the county population where the practice is located.
6. Documentation that the practice is located in a Health Professional Shortage Area.
7. Documentation verifying enrollment in Medicaid.
8. Documentation that the practice is located in a Georgia Board for Physician Workforce /Georgia Physician Loan Repayment Program targeted county in Georgia.

9. Copy of the contract between the practice entity and the physician or attestation from the physician documenting full time (40+ hours per week) practice in the rural area where the practice is located.
10. Attestation from the applicant that the applicant does not have any other current service obligations.
11. Signed and notarized O.C.G.A. § 50-36-1(f)(1)(B) Affadavit.
12. One secure and verifiable document under O.C.G.A. § 50-36-2.
B. The Board staff shall review application materials to ensure eligibility requirements are met and all required documentation has been submitted.
C. Staff will compile the information and prepare a summary of each applicant for the Board's review.
(2) **Board Review and Approval Process.**
A. The Board shall receive and act upon all applications for the Georgia Board for Physician Workforce /Georgia Physician Loan Repayment Program made by eligible and qualified physicians.
B. The Board may employ such methods of applicant evaluation that it deems proper.
C. The Board shall review all documentation submitted by the applicant and by the Board staff to assure that the applicant meets all eligibility requirements for the GPLRP.
D. The Board shall prioritize awards based on the GPBW approved Primary Care/Core Specialties. Family Medicine, Internal Medicine, Pediatrics, OB/GYN, and Geriatrics will be ranked highest. All other specialties will be considered, but will rank lower than those previously listed. Other criteria for selection include Health Outcomes, Debt, Total Compensation, Practice Type, Whether or not applicant lives in the county of Practice, Other Loan Repayment, County Rank, and Previous Awards.
E. The Board shall rank all qualified applicants from highest priority to lowest priority and shall allocate awards based on availability of funds and the rank order of the applicants.
F. The Board shall not discriminate or evaluate applicants on the basis of race, religion, gender, or national origin.
G. Action on applicant ranking and awards shall be made upon majority vote of the Board members present.
H. Action on awards shall be duly recorded in the minutes of the Board meeting.

195-14.04 Award Process.

A. The Board staff shall notify each applicant in writing of the Board's decision within 10 days following the decision.
B. The successful applicant will be asked to accept or decline the award of a loan by signing and submitting an *Acceptance Form.*
C. Those applicants who accept the loan award shall receive a contract for participation in the Georgia Board for Physician Workforce /Georgia Physician Loan Repayment Program. Each recipient will be allowed 10 days in which to review the contract with an attorney as to its contents if they so choose.

D. Loan awards that are rejected by the applicant shall be made available to the next highest ranking applicant based on the discussion and action taken by the Board.
E. The Board staff shall arrange for all valid and approved contracts to be executed by the Executive Director and Board Chairman. Such documents shall be notarized and the official seal affixed.
F. One of two fully executed copies of each loan contract shall be returned to the applicant and one kept in the permanent records of the GBPW.
G. Funds shall be paid directly to the financial institution holding the recipient's student loan debt unless payment arrangements are otherwise directed in writing by the Board.
H. The Board staff shall submit a check request to the Georgia Department of Community Health for payment of loan awards approved by the Board and for which a fully executed contract is on file in the Board offices.

195-14-.05 Contract Provisions.

(1) The term of the contract will be two years with two renewals available of one year each, with a four year maximum.
(2) Awards shall be in an amount determined by the Board at the annual meeting of the Board.
(3) Completion of an annual questionnaire is required. Failure to submit required documents will eliminate eligibility for contract renewal.
(4) Service credit will be applied for each year of practice in a Board-approved Georgia community or location.
(5) Each loan repayment recipient is responsible for keeping the Board apprised of his/her current address and telephone number at all times. Failure to do so may result in cancellation of contract and request for payment in full.
(6) The Board has the authority to cancel the contract of any recipient of a loan for cause deemed sufficient by the Board, provided that such authority is not arbitrarily or unreasonable exercised. Upon such cancellation by the Board, the recipient becomes liable for the sum of the following:
(a) the total of the amount paid by the GPLRP to, or on behalf of, the participant for loan repayments for any period of obligated service not served; and
(b) an amount equal to the number of months of obligated service not completed multiplied by $7,500; and
(c) interest on the above amounts at the maximum legal prevailing rate, as determined by the treasurer of the United States, from the date of breach, except that the amount to recover will not be less than $31,000
(d) the total amount owed is due within one year of the breach.
(5) The Georgia Board for Physician Workforce is vested with full and complete authority to bring an action in its own name against any applicant for any balance due the Georgia Board for Physician Workforce on any such contract.

195-14-.06 Contract Default, Penalty, and Appeals.

(1) Default - a recipient will be considered in default of the contractual obligations of the Georgia Physician Loan Repayment Program under any of the following situations:
(a) The recipient loses his/her Georgia medical license; or restrictions are placed on the recipient's license rendering him/her ineligible to practice full time medicine in agreement with the terms of the GPLRP contract.
(b) The recipient fails to begin professional practice in a Board approved practice location in a medically underserved rural area of Georgia as specified in the contract;
(c) The recipient fails to maintain a full time practice (40+ hours per week) in the Board approved practice location specified in the contract;
(d) The recipient fails to complete the full term if the contractual service obligation in the practice location specified in the contract:
(e) The recipient fails to comply with the annual reporting requirements specified in the contract;
(f) The recipient fails to provide Board staff with access to records or other information necessary to monitor the recipient's compliance with contract terms.
(2) Penalty for Default - upon a finding of default by the Board, the recipient will be subjected to paying an amount equal to the sum of the following:
(a) the total amount paid by the GPLRP to, or on behalf of, the participant for loan repayments for any period of obligated not served; and
(b) an amount equal to the number of months of obligated services not completed multiplied by $7,500.00; and
(c) interest on the above amounts at the maximum legal prevailing rate, as determined by the treasurer of the United States, from the date of breach, except that the amount to recover will not be less than $31,000.00; and
(d) the total amount owed is due within one year of the breach.
(3) Waiver Provision – a participant may request a waiver of their Georgia Physician Loan Repayment Program obligation. A waiver is a permanent status. The basis for the waiver would be a documented medical condition or a personal situation that:
(a) results in the individual's permanent inability to serve the obligation or pay the debt; or
(b) would involve a permanent extreme hardship to the individual and would be against equity and good conscience to enforce the service or payment obligation.
(4) Suspension Provision – participants may request a suspension of their Georgia Physician Loan Repayment Program obligation. A suspension may be granted for up to one (1) year. The basis for a suspension would be a documented physical or mental health disability, such as the terminal illness of an immediate family member, that results in the
(a) would make it temporarily impossible for the participant to continue the service obligation or payment of the monetary debt; or
(b) would temporarily involve an extreme hardship to the individual and would be against equity and good conscience to enforce the service or payment obligation.
(5) Cancellation Provision – The only permissible basis for cancelling a Georgia Physician Loan Repayment Program contract is the death of the participant.
(6) Appeal Process - a recipient found to be in default may appeal the finding to the Board in writing. The recipient shall also have the right to request a hearing before the

Board to appeal a finding of default or enforcement of the penalty provision. If a recipient fails to appear for a scheduled hearing before the Board, the recipient shall forfeit all rights of appeal. The Board shall consider appeals from recipients prior to enforcement of the penalty provision.
(7) Enforcement of Penalty - the penalty provision for default shall be enforced by a letter of demand for payment from the Board to the recipient. If the recipient fails to respond to the letter of demand for payment, collection shall be pursued through the civil courts.

195-14-.07 Monitoring Compliance.

A. The Board shall monitor compliance primarily through information submitted by the recipient in an annual report, which shall include information about the recipient and about the recipient's practice as it relates to the service obligations of the contract.
B. The Board may also monitor compliance through on-site visits by Board staff or contracted compliance officers to the recipient's practice during the contract period. Such on-site visits may be unannounced.
C. The Board, at its discretion, may monitor compliance through other appropriate means.

195-14-.08 Allocation of Funds.

(1) Funds for all awards granted through the Georgia Physician Loan Repayment Program shall be allocated in accordance with the terms of State Loan Repayment Grant from the U.S. Department of Health and Human Services.
(2) Fifty percent of the funds for each award shall be allocated from federal funds awarded to the Georgia Board for Physician Workforce through the U.S. Department of Health and Human Services State Loan Repayment grant and fifty percent of funding from state funds allocated to the Georgia Board for Physician Workforce by the Georgia General Assembly.

195-14-.09 Accounting Procedures and Reporting Requirements.

The Georgia Department of Community Health shall maintain appropriate records under the terms of the State Loan Repayment grant from the U.S. Department of Health and Human Services and in accordance with the provisions of the Georgia Administrative Attachment Statute, O.C.G.A. §50-4-3.

195-14-.10 Due Process and Collections Provisions in the Event of Default.

A. **Intent and General Approach.** It is the intention of the Georgia Board for Physician Workforce to carry out the purpose of the Georgia Physician Loan Repayment Program to recruit physicians in medically underserved rural areas of Georgia. It is also the intention of the Georgia Board for Physician Workforce to assure due process in the enforcement of the provisions of the loan repayment program contract. Therefore, in the event of default by the recipient of the service obligations of the contract, the Board will take reasonable steps to negotiate completion of the service obligation by the recipient prior to enforcement of the penalty provisions of the contract.

B. **Assessment of Default.** Board staff shall investigate potential default situations, obtain information from recipients pertaining to the potential default and report to the Board.

C. **Notification and Due Process Procedures.** In the event the Board determines a recipient to be in default, the following steps shall be taken:

(1) **Notification of Default.** The Executive Director of the Board shall notify the recipient by certified mail of the Board's finding that the recipient is in default. The letter of notification shall include the facts upon which the Board made its finding of default. The letter of notification shall provide information on the penalty provisions of the contract, including the total penalty due and payable , the Board's procedures for enforcement of the penalty provisions, and the opportunity for the recipient to obtain a hearing before the Board to appeal the finding of default.

(2) **Opportunity for a Hearing prior to enforcement of penalty provisions.** Upon receipt of a notice of default, the scholarship recipient will be allowed thirty (30) days from the mailing date of the default notice to request a hearing before the Board to dispute the finding of default or to provide information to the Board as to why the penalty provisions of the contract should not be enforced. Said hearing shall take place within sixty (60) days of receipt of a clearly written request for a hearing.

(3) **Hearing.**

a. The Board Chair shall serve as the presiding officer for the hearing. In the absence of the Chair, the Board Vice Chair shall preside.

b. The recipient shall have a reasonable amount of time during the hearing to present information relevant to the issue of default to the Board. The presiding officer of the hearing shall determine the length of the hearing and shall have the sole authority to bring the hearing to closure.

c. Testimony of individuals with knowledge relevant to the recipient's case is requested to be submitted in writing to the Board at least one week prior to the date of the hearing. The presiding officer of the hearing may permit live testimony if, in the sole opinion of the presiding officer, the information to be presented by witnesses is relevant and useful to assist the Board in making an appropriate decision.

d. Neither the Board nor the recipient shall be represented by legal counsel at the hearing.

e. At the conclusion of the hearing, action to accept or reject the recipient's appeal shall be made by majority vote of the Board members present. The decision of the Board shall be final.

f. The recipient shall be notified in writing of the Board's decision within ten days of the date of the hearing.

g. If the recipient declines the offer of a hearing before the Board or fails to appear as scheduled, the penalty provisions of the contract shall be enforced immediately.

D. Enforcement of Penalty Provisions.

(1) In the event of default, and following implementation of the notification and due process procedures, the penalty provisions of the contract shall be enforced through the civil courts.

(2) In the event legal action is instituted to collect any amount under the contract, the recipient s hall pay attorney's fees incurred in the collection in an amount equal to fifteen percent (15%) of the unpaid balance of principal and interest.

(3) Principal and penalties collected through the courts shall be used to pay the balance of any costs of collection, with the balance returned to the State of Georgia Treasury.

(4) Penalty payments made to the State Treasury shall be duly recorded by the Georgia Board for Physician Workforce and a record of payment maintained in the recipient's permanent file.