



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.gbhw.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 October 1, 2015 or make comments at the public hearing during the October 22, 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 July 16, 2015 and intends to adopt the amended Rules at the October 22, 2015 meeting following any public comment.

Date: September 1, 2015

Signed: 

Cherri Tucker
Executive Director

CHAPTER 195-14

DENTAL 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.
- (2) “Loan” refers to the service repayable grant awarded by the Georgia Board for Physician Workforce to applicants who are desirous of becoming dentists practicing dentistry in rural areas of Georgia.
- (3) “Loan Repayment” refers to repayment of all or a portion of recipient’s outstanding dental education loan debt. Qualifying debt is held by an established lending institution, identifiable as originating from the debt incurred to obtain a dental education and fully disclosed at the time of application.
- (4) “Qualified Debt” is any debt incurred to obtain a dental education, fully disclosed at the time of application, and is currently not in default. Even if a creditor now considers the defaulted loan to be in good standing, such debt shall not be considered Qualified Debt.
- (5) “Dental Education Loan Debt” refers to loans incurred by the applicant to finance his/her dental education that remains unpaid during the contract period.
- (6) “Eligible and Qualified Applicant” refers to, as minimum qualifications, a dentist with outstanding dental education loan debt, licensed to practice dentistry in the State of Georgia who desires to serve in a Board-approved, rural area of Georgia.
- (7) “Dental School” means an institution of dental education that received accreditation or provisional accreditation by the American Dental Association’s Commission on Dental Accreditation for a program in dental education designed to qualify the graduate for licensure by the Georgia Board of Dentistry.
- (8) “Recipient” means any person who receives any amount of funding from the Dentists for Rural Areas Assistance Program of the Georgia Board for Physician Workforce.
- (9) “Service Repayment” means the period of service earned by the dentist, as approved by the Board, toward repayment of the service cancelable loan in professional dental services rendered by the recipient and as required under the provisions of the loan contract.
- (10) “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.

(11) "Rural and Underserved Area" is defined as a Board approved rural county in Georgia of 35,000 population or less according to the United States decennial census or at any hospital or facility operated by or under jurisdiction of the Department of Public Health, Department of Community Health, Department of Behavioral Health and Developmental Disabilities, Department of Human Resources, Department of Corrections or the Department of Juvenile Justice. Facilities falling under jurisdiction of the mentioned state agencies must include dental employment by approved agency or, in case of contracted employment, the dentist must be treating patients of the approved agency with equal provisions given to that agency's missions.

(12) "Contract Renewal" means the yearly renewal of the loan repayment contract between the recipient and the Board. The contract period shall be renewable on a one-year basis for a period not exceeding four years and a total amount not exceeding \$100,000.

(13) "Award Amount" refers to the annual amount obligated to a loan repayment recipient. The award amount shall be determined by the Board. At its annual meeting, the Board 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.

(14) "Georgia Board for Physician Workforce" means that agency of Georgia State Government created under O.C.G.A. §49-10-1, whose purpose is to address the health care workforce needs of Georgia's communities through the support and development of medical education programs and to increase the number of physicians and health care practitioners practicing in underserved rural areas.

(15) "Default" means breach of contract by the recipient in failing to begin or failing to complete the contractual service obligation of the Dentists for Rural Areas Assistance Program.

(16) "Ad Damnum or Double Damages" refers to the penalty resulting from a loan repayment recipient defaulting on their contractual obligations. Default requires immediate repayment of double the total principal amount received less any pro-rated amount for repaid service as provided in the contract.

(17) "Cancellation of Contract" refers to the discretionary power of the Georgia Board for Physician Workforce to cancel any contract for cause deemed sufficient by the Board, provided such authority is not exercised unreasonably or arbitrarily.

(18) "Full Time" refers to the minimum number of hours of work required per week to fulfill service obligations. 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 practice-related administrative activities. On-call hours are not considered part of the full time requirement. 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 a year will extend the service commitment.

(19) "Compelling Reasons" refers to conditions such as a life threatening illness or loss of ability to practice dentistry or to be gainfully employed due to illness or accident. The Board may consent to a lesser measure of damages for compelling reasons.

195-14-.02 Eligibility Criteria and Application Process

(1) Eligibility Criteria. Program eligibility is limited to applicants who meet the following criteria:

- a. Be licensed to practice dentistry in Georgia by the Georgia Board of Dentistry.
- b. Agree to practice full time (a minimum of forty hours per week) in a Board-approved practice location in a rural community in Georgia designated by the Georgia Board for Physician Workforce.
- c. Must maintain a Georgia Medicaid number and actively treat Medicaid patients.
- d. Must not have other current contractual service obligations, such as National Health Service Corps Scholarships or Military Service Obligations.
- e. Must meet all other requirements as set forth by the Georgia Board for Physician Workforce.

(2) Application Process. Each applicant must:

- a. Submit a completed application form
- b. Submit a full disclosure of all outstanding dental education debt.
- c. 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.
- d. Attest that the applicant does not have any other current service obligations, such as National Health Service Corps Scholarships or Military Service Obligations.

195-14-.03 Review Process.

(1) Administrative Review.

A. The Board Staff shall collect and maintain documentation of the following information from Dentists for Rural Areas Assistance Program applicants:

1. Application form.

2. Full disclosure of all outstanding dental education debt.

3. Documentation of the county and city/town population where the practice is located.

4. Documentation that the practice will be located in a rural Georgia community which needs additional dentists to practice general dentistry.

5. Copy of the contract between the practice entity and the dentist or attestation from the dentist documenting full time (40+ hours per week) practice in the rural community where the practice is located.

6. Documentation verifying enrollment in the Georgia Medicaid program.

7. Attestation from the applicant that the applicant does not have any other current service obligations.

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, Criteria for Prioritizing Awards and Approval Process.

A. The Board shall receive and act upon all applications for the Dentists for Rural Areas Assistance Program made by eligible and qualified dentists.

B. The Board shall make a careful and full investigation of the ability, character and qualifications of each applicant and determine the applicant's fitness to become the recipient of such loan.

C. The Board may employ such methods of applicant evaluation that it deems proper.

D. The Board shall not discriminate or evaluate applicants on the basis of race, religion, gender or national origin.

E. 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 Dentists for Rural Assistance Program.

F. The Board shall prioritize awards based on the following criteria:

(1) Dentists entering dental practice in which the dentist has a personal financial investment shall be given the highest priority and may be moved up in the rank order list of applicants at the discretion of the Board.

(2) Applicants who have prior life experience in rural communities, rural dental practice experience, or special areas of expertise of use to rural communities shall be given priority and may be moved up in the rank order list of applicants at the discretion of the Board.

(3) Applicants entering practice in a county with fewer dental providers per population may be given priority and may be moved up in the rank order list of applicants at the discretion of the Board.

G. The Board shall establish a final ranking of all qualified applicants from highest priority to lowest priority and shall allocate awards based on availability of funds and the final rank order of the applicants.

H. Action approving the applicant ranking and order of awards shall be made upon majority vote of the Board members present.

I. 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 ten (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 Dentists for Rural Areas Assistance 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 dental 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 fully executed contract is on file in the Board offices.

I. The Board staff shall maintain appropriate records necessary to account for the expenditure of funds for the Dentists for Rural Areas Assistance Program.

195-14-.05 Contract Provisions.

A. The term of the Dentists for Rural Areas Assistance Program contract will be one year.

B. Awards shall be in an amount determined by the Board at the annual meeting of the Board.

C. Recipients shall provide one year of service in a practice location approved by the Board for each contract.

D. The contract may be renewed up to three times, for a total of four contract years.

E. Annual documentation of the dentist's practice location and other information is required to be submitted by the recipient in the form of an annual report to the Board. Failure to submit the annual report will eliminate eligibility for contract renewal.

F. Each Dentists for Rural Areas Assistance Program recipient is responsible for keeping the Board apprised of his/her current address and telephone number at all times.

G. The Board has the discretionary power to cancel any contract for cause deemed sufficient by the Board. Upon such cancellation by the Board, two times the total uncredited amount of the loan paid on behalf of the recipient shall at once become due and payable to the Georgia Board for Physician Workforce.

H. The Georgia Board for Physician Workforce is vested with full and complete authority to bring an action in its own name against any recipient for any balance due the Georgia Board for Physician Workforce on any such contract.

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

(1) Default – a recipient will be considered in default of the contractual obligations of the Dentists for Rural Areas Assistance Program under any of the following situations:

- The recipient loses his/her Georgia dental license or restrictions are placed on the recipients license rendering him/her ineligible to practice full time dentistry in agreement with the terms of the DRAA contract;
- The recipient fails to begin professional practice in a Board approved practice location in a rural community in Georgia as specified in the contract;
- The recipient fails to complete the full term of the contractual service obligation in the practice location specified in the contract;
- The recipient fails to maintain a full time practice (40+hours per week) in the Board approved practice location specified in the contract;
- 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 shall immediately be liable to the Board for two times the original principal amount of the loan award provided to the recipient.

(3) Reduction of Penalty – the Georgia Board for Physician Workforce may consent or agree to a lesser measure of damages in recognition of service provided or for other compelling reasons.

(4) 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.

(5) 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

(1) 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.

(2) 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.

(3) 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 Dentists for Rural Areas Assistance program shall be allocated from funding appropriated to the Georgia Board for Physician Workforce by the Georgia General Assembly for that purpose.

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

(1) The Georgia Department of Community Health shall maintain appropriate records in accordance with the provisions of the Georgia Administrative Attachment Statute, O.C.G.A. §50-4-3.

195-14-.10. Due Process and Collection 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 Dentists for Rural Areas Assistance Program to recruit dentists to practice in 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 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 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 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 (10) 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 actions is instituted to collect any amount under the contract, the recipient shall 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.