

**RULES GOVERNING THE OSTEOPATHIC RURAL MEDICAL PRACTICE
STUDENT LOAN AND SCHOLARSHIP BOARD**

In compliance with Act 857 of 2019 and Act 725 of 2023, the rules for the Osteopathic Rural Medical Practice Student Loan and Scholarship Board are presented to the Arkansas Higher Education Coordinating Board (AHECB) for initial approval.

The following resolution is offered for the Board's consideration:

RESOLVED, That the Arkansas Higher Education Coordinating Board reviews the rules presented in this agenda item for the Osteopathic Rural Medical Practice Student Loan and Scholarship Board to be administered by the Arkansas Division of Higher Education.

FURTHER RESOLVED, That the Commissioner of the Arkansas Division of Higher Education or his designee is authorized to make technical changes and corrections, when necessary, in the program rules for the Osteopathic Rural Medical Practice Student Loan and Scholarship Board.

FURTHER RESOLVED, That the Osteopathic Rural Medical Practice Student Loan and Scholarship Board rules be approved for public comment release.

**DIVISION OF HIGHER EDUCATION RULES GOVERNING THE
OSTEOPATHIC RURAL MEDICAL PRACTICE STUDENT LOAN AND
SCHOLARSHIP BOARD**

Effective Date:

1.00 DEFINITIONS

1.01 “Medically Underserved Community” means an area in Arkansas that the Osteopathic Rural Medical Practice Student Loan and Scholarship Board determines has unmet needs for medical services due to factors, including without limitation:

1.01.1 The ratio of primary care physicians to population;

1.01.2 The infant mortality rate;

1.01.3 The percentage of:

1.01.3.1 Population with incomes below the federal poverty level, as it existed on January 1, 2019;

1.01.3.2 Resident individuals sixty (60) years of age and older; and

1.01.3.3 Physicians sixty (60) years of age and older;

1.01.4 Accessibility within the area to primary care medicine; and

1.01.5 Other relevant criteria the board may deem necessary for a determination of unmet needs for medical services.

1.02 “Primary Care Medicine” means health care provided in one (1) of the following areas of practice:

1.02.1 Family medicine;

1.02.2 General internal medicine;

1.02.3 General internal medicine and pediatrics;

1.02.4 General pediatrics;

1.02.5 General obstetrics and gynecology;

1.02.6 General surgery;

1.02.7 Emergency medicine; and

1.02.8 Geriatrics.

1.03 “Qualified rural community” means an area:

1.03.1 With a population below twenty thousand (20,000) according to the most recent federal census;

1.03.2 That is at least twenty (20) miles from a city or town with a population of more than twenty thousand (20,000) according to the most recent federal census; and

1.03.3 That is reasonably determined by the board to be medically underserved.

2.00 DUTIES AND RESPONSIBILITIES OF THE BOARD

2.01 The Osteopathic Rural Medical Practice Student Loan and Scholarship Board shall administer the Osteopathic Rural Medical Practice Student Loan and Scholarship Program and the Community Match Rural Physician Recruitment Program and shall consist of six (6) members, including:

2.01.1 One (1) member appointed by the Governor after consultation with each medical school in Arkansas that is not the University of Arkansas for Medical Sciences;

2.01.2 One (1) member appointed by the Governor after consultation with the Arkansas Osteopathic Medical Association, who shall serve as vice chair;

2.01.3 Two (2) physician members appointed by the Governor after consultation with the Arkansas Osteopathic Medical Association, giving preference to physicians who have received:

2.01.3.1 Osteopathic rural medical practice loans;

2.01.3.2 Community match loans; or

2.01.3.3 Income incentives; and

2.01.4 Two (2) representatives appointed by the Governor after consultation with the Arkansas Hospital Association, Inc.

2.02 Members of the board shall:

2.02.1 Serve a term of three (3) years;

2.02.2 Not serve more than two (2) consecutive terms; and

2.02.3 Except as provided under 2.05.9, shall serve without compensation.

2.03 The board shall:

2.03.1 Prescribe forms for, and regulate the submission of, loan applications;

2.03.2 Determine eligibility of applicants;

2.03.3 Allow or disallow loan or income incentive applications;

2.03.4 Contract, increase, decrease, terminate, and otherwise regulate:

2.03.4.1 All loan and income incentive disbursements;

2.03.4.2 Receipts for their repayment; and

2.03.4.3 Convert loans to scholarships or grants, as applicable;

2.03.5 Manage, operate, and control all funds and property appropriated or otherwise contributed;

2.03.6 Accept gifts, grants, bequests, or devises and apply them as a part of the loan and scholarship program;

2.03.7 Sue and be sued as the board; and

2.03.8 Accept monies from federal programs that may be used for furtherance of the purposes of this rule.

2.04 The members of the board may receive expense reimbursement and stipends in accordance with § 25-16-901 et seq.

2.05 The board shall examine all osteopathic rural medical practice loan applications to determine whether the applicant needs a loan to advance his or her medical education.

2.05.1 To determine whether an applicant needs a loan to advance his or her medical education, the board shall investigate:

2.05.1.1 Ability, character, and qualifications of the applicant; and

2.05.1.2 Financial standing of the applicant or his or her parents.

2.06 The board shall make an annual report to the Governor concerning the activities of the board and shall file a copy of its report with the Legislative Council.

2.06.1 The report shall include:

2.06.1.1 The names of the recipients of the loans;

2.06.1.2 The amount of each loan;

2.06.1.3 An accounting of the funds granted, on hand, and expended for necessary expenses;

2.06.1.4 The total amount of funds received during the year from gifts, federal grants, bequests, and devises; and

2.06.1.5 The amount of loans which, during the year, become scholarships through compliance with the conditions of the loan contracts.

2.06.2 This report shall include the names and addresses, and amount of loans to each person, of those recipients who are in default of repayment obligations.

3.00 OSTEOPATHIC RURAL MEDICAL PRACTICE STUDENT LOAN AND SCHOLARSHIP PROGRAM ADMINISTRATOR

3.01 The Osteopathic Rural Medical Practice Student Loan and Scholarship Program administrator shall:

3.01.1 Be employed by the Division of Higher Education;

3.01.2 Serve as liaison between loan recipients and rural communities by:

3.01.2.1 Working with the communities to:

3.01.2.1.1 Identify their unique needs;

3.01.2.1.2 Develop profiles of their ideal candidates; and

3.01.2.1.3 Prepare for recruitment visits;

3.01.2.2 Assisting medical students and residents to:

3.01.2.2.1 Identify medically underserved and other rural communities that suit their personal and medical practice needs; and

3.01.2.2.2 Meet their contractual obligations;

3.01.3 Collect and monitor student loan and scholarship program data, including:

3.01.3.1 Demographic data of participants and communities;

3.01.3.2 Service completion rates;

3.01.3.3 Retention rates beyond service completion;

3.01.3.4 Satisfaction of obligated physicians and communities; and

3.01.3.5 Other relevant information;

3.01.4 Prepare annual program evaluations and present the evaluations to the Osteopathic Rural Medical Practice Student Loan and Scholarship Board;

3.01.5 Assist with preparation and submission of program reports;

3.01.6 Attend board meetings in a nonvoting capacity; and

3.01.7 Perform other functions assigned by the board.

4.00 LOAN APPLICATIONS

4.01 An individual may apply for a loan through the Scholarship Application Management System, which will then be reviewed by the Osteopathic Rural Medical Practice Student Loan and Scholarship Board, if the individual is:

4.01.1 Accepted for admission to, or enrolled in good standing in, in studies at an Arkansas medical school that lead to the degree of Doctor of Osteopathic Medicine;

4.01.2 A person of good moral character that has the talent and capacity to profit by medical studies;

4.01.2.1 The qualified rural community does not have to be determined at the time of application but instead at the completion of residency training.

4.01.3 In need of financial assistance to complete their medical studies through a "medically underserved and rural practice curriculum"; and

4.01.4 A bona fide resident of Arkansas.

- 4.02 A graduate of an accredited osteopathic medical school in the United States may apply for the community match income incentive program so long as the applicant satisfies the criteria set forth in section 8 of these rules.
- 4.03 The osteopathic rural medical practice loans are solely for paying the applicant's tuition, maintenance, educational, and necessary living expenses of his or her dependents while the applicant is enrolled in the program pursuant to these rules.
- 4.04 The board may make osteopathic rural medical practice loans to the applicant, subject to the provisions of 4.08 and 5.03, if the board finds that the applicant:
- 4.04.1 Is a bona fide resident of Arkansas;
- 4.04.2 Has been accepted for admission to or is enrolled in good standing in studies that lead to the degree of Doctor of Osteopathic Medicine;
- 4.04.3 Is enrolled in a medically underserved and rural practice curriculum;
- 4.04.4 Needs financial assistance to complete his or her medical studies;
- 4.04.5 Desires to practice medicine in an eligible qualified rural community; and
- 4.04.6 Has good moral character, talent, and capacity to profit by medical studies.
- 4.05 Subject to the availability of funds, an initial osteopathic rural medical practice loan for one (1) academic year shall:
- 4.05.1 Be renewable annually for the number of years required to complete studies leading to the Doctor of Osteopathic Medicine degree; or
- 4.05.2 For additional amounts, not to exceed the maximum amounts specified in 4.06; but
- 4.05.3 All subsequent osteopathic rural medical practice loans shall be granted only upon application by recipient and finding by the board that applicant:
- 4.05.3.1 Has completed successfully the medical studies of the preceding academic year and remains in good standing as an enrolled student in the college;
- 4.05.3.2 Is enrolled or participating in a medically underserved and rural practice curriculum;
- 4.05.3.3 Continues to be a resident of Arkansas; and
- 4.05.3.4 Continues to warrant financial assistance.

- 4.06 The maximum amount of each osteopathic rural medical practice loan for osteopathic medical students is \$12,000 per academic year or \$6,000 per academic semester, or those costs that are reasonable and necessary for the student's attendance as determined by the board.
- 4.07 The maximum amount of each community match income incentive shall not exceed eighty thousand dollars (\$80,000) or as the board otherwise shall determine payable under 9.02 of these rules.
- 4.07.1 The board shall provide fifty percent (50%) of the community match income incentive, and the qualified rural community shall provide the other fifty percent (50%) of the income incentive.
- 4.07.2 However, if the board does not have sufficient funds to match the community's portion of the income incentive, nothing precludes a qualified rural community from providing the total income incentive amount.
- 4.08 All payments for osteopathic rural practice loans and community match loans shall be made on requisitions signed by the Chair of the board, drawn against the funds held for purposes of these rules.
- 4.08.1 The following funds shall be held in trust and disbursed by the fiscal officers of a medical school in Arkansas, that is not the University of Arkansas for Medical Sciences:
- 4.08.1.1 State appropriations so designated;
- 4.08.1.2 Revolving amounts received from repayment of loans and interest; and
- 4.08.1.3 All funds, property, and income received by the board under its authority to accept and apply gifts, bequests, and devises for the aforesaid purposes.
- 4.08.2 Funds collected because of a recipient's breach of an osteopathic rural practice loan contract or community match loan contract shall be:
- 4.08.2.1 Held in trust for either the use of the Osteopathic Rural Medical Practice Student Loan and Scholarship Program;
- 4.08.2.2 The Community Match Rural Physician Recruitment Program;
- 4.08.2.3 Or any other use otherwise deemed appropriate by the board in its discretion; and

4.08.2.4 Disbursed by the fiscal officer of an osteopathic medical school in Arkansas pursuant to these rules.

5.00 LOAN CONTRACTS — OBLIGATIONS AND CONDITIONS

5.01 The Osteopathic Rural Medical Practice Student Loan and Scholarship Board shall enter into a loan contract with each osteopathic rural medical practice loan recipient.

5.02 Contracts shall be approved by the Attorney General and shall be:

5.02.1 Signed by the Chair of the board;

5.02.2 Countersigned by the Secretary of the board; and

5.02.3 Signed by the applicant.

5.03 Each applicant receiving an osteopathic rural medical practice loan granted by the board shall execute a written loan contract that incorporates the following obligations and conditions:

5.03.1 The recipient shall agree to practice primary care medicine full time in a qualified rural community upon completion of:

5.03.1.1 Medical internship of one (1) year undertaken immediately following earning a degree of Doctor of Osteopathic Medicine;

5.03.1.2 Four (4) additional years of medical training beyond the internship if:

5.03.1.2.1 The training has been approved in advance by the board; and

5.03.1.2.2 Includes practice experience in a rural community; or

5.03.1.3 At the request of the loan recipient, the board may approve practice in more than one (1) qualified rural community to meet the obligation to practice full time.

5.03.1.3.1 This requires a board determination that either:

5.03.1.3.1.1 Physician need in rural communities cannot sustain a full-time medical practice; or

5.03.1.3.1.2 Other compelling circumstances exist.

- 5.03.2 The recipient of a loan shall agree that for each year's loan that he or she shall practice medicine in accordance with 5.03.1 for a whole year.
- 5.03.3 For each continuous whole year of medical practice, subject to reasonable leave periods, including without limitation vacation, sick leave, continuing medical education, jury duty, funerals, holidays, or military service, the board shall cancel, by converting to a scholarship grant, the full amount of one (1) year's loan plus accrued interest;
- 5.03.3.1 Loans made for subsequent years will be converted in like manner, one year of service for each year of assistance until the loan obligation is retired.
- 5.03.3.2 Requests for deferment of payment must be approved by the board on an annual basis, however, allowance is made for involuntary military service.
- 5.04 The recipient of an osteopathic rural medical practice loan or loans shall agree that not engaging in the practice of medicine in accordance with these rules may result in suspension of his or her license to practice medicine in this state.
- 5.04.1 The recipient's medical license may not be suspended unless:
- 5.04.1.1 Recipient's contract contained a specific term that loss of license was a consequence of breach; and
- 5.04.1.2 Recipient signed a written acknowledgment that the suspension of license was explained orally as a potential consequence of breaching the contractual provisions.
- 5.04.2 The suspension may be for a period of years equivalent to the number of years recipient is obligated to practice medicine in a rural area, but has not so practiced, and until the loan with interest together with any civil money penalties, as reduced by each full year of medical practice according to the terms of the loan contract, is paid in full;
- 5.05 Any communication from a medical school in Arkansas, that is not the University of Arkansas for Medical Sciences, with any state medical licensing board shall include a notation that:
- 5.05.1 The recipient of an osteopathic rural medical practice loan has a contract with Arkansas to practice medicine in a rural community; and
- 5.05.2 Breach of contract may result in suspension of recipient's Arkansas medical license;

5.06 If any loan recipient does not engage in the practice of medicine in accordance with the terms of this rule and recipient's loan contract to have the loan contract recognized as a scholarship, the recipient shall remain obligated to repay the loan or loans received, together with interest at the maximum rate allowed by Arkansas law or the federal discount rate plus five percent (5%) per annum, whichever is the lesser, the interest to accrue from the date each payment of funds was received by the recipient.

5.06.1 Neither interest nor the obligation to repay the principal sums accrued shall accrue during any one (1) period of time that the recipient involuntarily serves on active duty in the United States Armed Forces.

5.06.2 Repayment of principal with interest shall be due and payable in full at the earliest to occur of the following events:

5.06.2.1 Failure to remain enrolled in a medically underserved and rural practice curriculum;

5.06.2.2 Failure to remain in enrollment status continuously to completion of the degree of Doctor of Osteopathic Medicine for any reason other than temporary personal illness;

5.06.2.3 Failure to complete the internship;

5.06.2.4 Failure to engage in the full-time practice of medicine while residing in a qualified rural community;

5.06.2.4.1 However, the board may waive the residency requirement on a case-by-case basis; and

5.06.2.5 Failure to establish a practice as required in this rule within six (6) months following either internship or four (4) additional years of medical education that includes practice experience in a rural community.

5.06.3 In the event of the death of the recipient, the entire loan amount that has not been converted to a scholarship grant pursuant to the terms of the loan contract shall be due and payable.

5.07 Medical school alternate's contracts shall contain an additional term that breach of the contract may result in civil money penalties in the amount of one hundred percent (100%) of the loan amount if:

5.07.1 An alternate on the waiting list for acceptance to an osteopathic medical school in Arkansas enters into an osteopathic rural medical practice

program contract conditioned only upon the applicant's being accepted for admission to the college;

5.07.2 The alternate otherwise meets the requirements of this rule; and

5.07.3 The applicant is moved to the top of the waiting list pursuant to section 9.

5.07.3.1 This shall not prohibit the board from considering and entering a negotiated settlement with the loan recipient involving:

5.07.3.1.1 The license suspension;

5.07.3.1.2 The amount of the civil money penalty; and

5.07.3.1.3 The terms of repayment of the loan.

5.08 The board may amend agreements entered into with any loan recipient at any time prior to full performance of the recipient's contractual obligations.

5.08.1 A loan recipient may apply to an osteopathic medical school in Arkansas for a waiver of the contractual provisions set forth in 5.04.

5.08.1.1 If the osteopathic medical school determines that exigent circumstances warrant a waiver, the loan recipient shall be notified in writing.

5.08.1.2 The osteopathic medical school in Arkansas shall immediately notify the State Medical Board of such a determination.

6.00 DISPUTE RESOLUTION

6.01 The following may appeal any decision or action by the Osteopathic Rural Medical Practice Student Loan and Scholarship Board relating to the application for a loan or income incentive or relating to a loan or income incentive granted by the board under the dispute resolution procedure:

6.01.1 Any applicant for a loan or income incentive issued by the board;

6.01.2 Any person who has been granted a loan or has been granted income incentives by the board; or

6.01.3 Any party to an osteopathic rural medical practice or community match loan or income incentive established under these rules.

6.02 The board shall establish and follow procedures, as required per § 6-81-1803(b)(1), used by a loan or income incentive recipient, the board, or a qualified

rural community, to resolve any dispute arising out of or relating to an osteopathic rural medical practice or community match loan or income incentive contract, including the validity or interpretation of a contract term, contract enforcement or defenses, the occurrence of an event of default or breach, loan repayment, the assessment or imposition of contract damages or civil money penalties, or other related disputes.

6.03 The dispute resolution procedure established by the board shall be followed before the initiation of any litigation related to:

6.03.1 An osteopathic rural medical practice or community match loan; or

6.03.2 Income incentive contract.

6.04 These rules do not prohibit informal disposition by:

6.04.1 Stipulation;

6.04.2 Settlement; or

6.04.3 Consent.

7.00 COMMUNITY MATCH CONTRACTS—ELIGIBILITY

7.01 The Osteopathic Rural Medical Practice Student Loan and Scholarship Board shall administer the Community Match Rural Physician Recruitment Program.

7.01.1 Interested rural communities may apply to the board to participate in the program as a qualified rural community.

7.01.2 The board shall approve a designated representative of the qualified rural community to assist the board in matters relating to any community match contracts entered into by the board and the qualified rural community.

7.02 The board, in conjunction with a qualified rural community, may grant community match income incentives to applicants, each incentive being expressly made subject to section 8 of these rules, if it finds that:

7.02.1 The applicant is a graduate of:

7.02.1.1 An accredited osteopathic medical school in the United States;
or

7.02.1.2 A foreign medical school if the applicant:

7.02.1.2.1 Was a resident of Arkansas and citizen of the United States prior to enrollment in foreign medical school; and

7.02.1.2.2 Has been licensed by the State Medical Board;

7.02.2 The applicant satisfies one (1) of the following criteria:

7.02.2.1 Enrollment in a residency or other training program in an area of primary care medicine; or

7.02.2.2 No more than two (2) years before the date of the application, he or she completed a residency or other training program in an area of primary care medicine;

7.02.3 The applicant desires to practice medicine in the qualified rural community; and

7.02.4 The designated representative approve the applicant.

8.00 COMMUNITY MATCH CONTRACTS—OBLIGATIONS & CONDITIONS

8.01 The Osteopathic Rural Medical Practice Student Loan and Scholarship Board and the qualified rural community shall enter a joint community match income incentive contract with the applicant.

8.01.1 The community match contract shall be approved by the Attorney General and signed by the following:

8.01.1.1 The Chair of the board;

8.01.1.2 The Secretary of the board;

8.01.1.3 The designated representative of the qualified rural community; and

8.01.1.4 The applicant.

8.02 Each applicant granted a community match income incentive by the board shall execute a written contract incorporating the following obligations and conditions:

8.02.1 The recipient agrees to practice primary care medicine full time in the contracting qualified rural community for a period of four (4) years.

8.02.1.1 The recipient shall receive the community match funds according to a disbursement schedule acceptable to the board, the qualified rural community, and the recipient to the contract.

8.02.1.2 For each three-month period of full-time medical practice by the recipient, according to the terms of the contract, the board and the qualified rural community shall award one-fourth (¼) of the income incentive for the year of service;

8.02.2 If any recipient does not begin, or ceases the full-time practice of medicine in breach of contract, or otherwise breaches the contract, the recipient shall pay:

8.02.2.1 Twenty thousand dollars (\$20,000) for each uncompleted full year of the four-year contract term; and

8.02.2.2 Any civil money penalties that apply.

8.02.2.2.1 The board may impose civil money penalties of up to fifty percent (50%) of the principal amount of the income incentive under the terms of the contract because of breach; and

8.02.3 Neither interest nor the obligation to repay the principal sums accrued shall accrue during any one (1) period of time that the recipient involuntarily serves on active duty in the United States Armed Forces.

8.03 Section 8.02 of this rule does not prohibit the board from considering and entering into a negotiated settlement with the recipient involving the terms of repayment of amounts paid under the terms of the contract.

8.04 Contracts may be amended at any time before the income incentive has been paid in full or terms and conditions of the contract are satisfied.

9.00 MEDICAL SCHOOL ALTERNATES — RURAL MEDICAL PRACTICE LOANS

9.01 If an alternate on the waiting list for acceptance to an osteopathic medical school in Arkansas demonstrates a willingness to enter into an osteopathic rural medical practice loan contract and meets the requirements of 4.04, the applicant shall be moved to the top of the waiting list upon entering into an osteopathic rural medical practice student loan contract.

9.01.1 The priority on the waiting list for an alternate who enters into a loan contract shall be determined by the date and time such an alternate enters into the contract.

9.02 An osteopathic medical school in Arkansas shall:

9.02.1 Track graduates who were recipients of loans under this rule for the length of their contractual obligations; and

9.02.2 Report to the Legislative Council by October 1 of each even-numbered year regarding the compliance of those graduates with the terms of their contracts.

DRAFT

1 State of Arkansas
2 92nd General Assembly
3 Regular Session, 2019
4

A Bill

HOUSE BILL 1841

5 By: Representative L. Johnson
6 By: Senator M. Pitsch
7

For An Act To Be Entitled

9 AN ACT TO CREATE THE OSTEOPATHIC RURAL MEDICAL
10 PRACTICE STUDENT LOAN AND SCHOLARSHIP; TO CREATE THE
11 OSTEOPATHIC RURAL MEDICAL PRACTICE STUDENT LOAN AND
12 SCHOLARSHIP BOARD; TO DECLARE AN EMERGENCY; AND FOR
13 OTHER PURPOSES.
14
15

Subtitle

16 TO CREATE THE OSTEOPATHIC RURAL MEDICAL
17 PRACTICE STUDENT LOAN AND SCHOLARSHIP; TO
18 CREATE THE OSTEOPATHIC RURAL MEDICAL
19 PRACTICE STUDENT LOAN AND SCHOLARSHIP
20 BOARD; AND TO DECLARE AN EMERGENCY.
21
22
23

24 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:
25

26 SECTION 1. Arkansas Code Title 6, Chapter 81, is amended to add an
27 additional subchapter to read as follows:

28 Subchapter 18 – Osteopathic Rural Medical Practice Student Loans and
29 Scholarships
30

31 6-81-1801. Creation.

32 There is established within the Department of Higher Education the
33 Osteopathic Rural Medical Practice Student Loan and Scholarship fund to be
34 administered by the Osteopathic Rural Medical Practice Student Loan and
35 Scholarship Board.
36



1 6-81-1802. Definitions.

2 As used in this subchapter:

3 (1) "Medically underserved" means an area in Arkansas that the
 4 Osteopathic Rural Medical Practice Student Loan and Scholarship Board
 5 determines has unmet needs for medical services due to factors, including
 6 without limitation:

7 (A) The ratio of primary care physicians to population;

8 (B) The infant mortality rate;

9 (C) The percentage of:

10 (i) Population with incomes below the federal
 11 poverty level, as it existed on January 1, 2019;

12 (ii) Resident individuals sixty (60) years of age
 13 and older; and

14 (iii) Physicians sixty (60) years of age and older;

15 (D) Accessibility within the area to primary care
 16 medicine; and

17 (E) Other relevant criteria the board may deem necessary
 18 for a determination of unmet needs for medical services;

19 (2) "Primary care medicine" means health care provided in one
 20 (1) of the following areas of practice:

21 (A) Family medicine;

22 (B) General internal medicine;

23 (C) General internal medicine and pediatrics;

24 (D) General pediatrics;

25 (E) General obstetrics and gynecology;

26 (F) General surgery;

27 (G) Emergency medicine; and

28 (H) Geriatrics; and

29 (3) "Qualified rural community" means an area:

30 (A) With a population below twenty thousand (20,000)
 31 according to the most recent federal census;

32 (B) That is at least twenty (20) miles from a city or town
 33 with a population of more than twenty thousand (20,000) according to the most
 34 recent federal census; and

35 (C) That is reasonably determined by the board to be
 36 medically underserved.

1
2 6-81-1803. Osteopathic Rural Medical Practice Student Loan and
3 Scholarship Board.

4 (a)(1) There is established the Osteopathic Rural Medical Practice
5 Student Loan and Scholarship Board composed of:

6 (A) One (1) representative of each medical school in
7 Arkansas that is not the University of Arkansas for Medical Sciences;

8 (B) One (1) representative of the Arkansas Osteopathic
9 Medical Association, who shall serve as vice chair;

10 (C) Two (2) physician members appointed by the Arkansas
11 Osteopathic Medical Association, giving preference to physicians who have
12 received osteopathic rural medical practice loans, community match loans, or
13 income incentives; and

14 (D) Two (2) representatives appointed by the Arkansas
15 Hospital Association, Inc.

16 (2) Members of the board shall:

17 (A) Serve a term of three (3) years; and

18 (B) Not serve more than two (2) consecutive terms.

19 (3) Except as provided under subsection (c) of this section,
20 members of the board shall serve without compensation.

21 (4) Vacancies shall be filled in a similar manner as provided
22 under subdivisions (a)(1) and (2) of this section.

23 (b) The board shall:

24 (1) Promulgate reasonable rules necessary to execute the
25 provisions of this subchapter, including without limitation rules addressing
26 the requirements and in conformance with the requirements of the Arkansas
27 Administrative Procedure Act, § 25-15-201 et seq., and other appropriate
28 state laws in promulgating and placing rules into effect:

29 (A) For a health professions shortage area;

30 (B) To become a qualified rural community eligible to
31 participate in the Osteopathic Rural Medical Practice Student Loan and
32 Scholarship Program under this subchapter; and

33 (C) For a procedure to resolve disputes arising out of or
34 relating to a rural practice or community match loan or income incentive
35 contract;

36 (2) Prescribe forms for and regulate the submission of loan

1 applications;

2 (3) Determine eligibility of applicants;

3 (4) Allow or disallow loan or income incentive applications;

4 (5) Contract, increase, decrease, terminate, and otherwise
 5 regulate all loan and income incentive disbursements for these purposes,
 6 receipts for their repayment, and convert loans to scholarships or grants, as
 7 applicable;

8 (6) Manage, operate, and control all funds and property
 9 appropriated or otherwise contributed for this purpose;

10 (7) Accept gifts, grants, bequests, or devises and apply them as
 11 a part of the program;

12 (8) Sue and be sued as the board; and

13 (9) Accept moneys from federal programs that may be used for
 14 furtherance of the purposes of this subchapter.

15 (c) The members of the board may receive expense reimbursement and
 16 stipends in accordance with § 25-16-901 et seq.

17 (d) The board shall administer the Osteopathic Rural Medical Practice
 18 Student Loan and Scholarship Program and the Community Match Rural Physician
 19 Recruitment Program.

20
 21 6-81-1804. Loan applications – Medical students and medical school
 22 graduates.

23 (a) An individual may apply for a loan under this subchapter on forms
 24 prescribed by the Osteopathic Rural Medical Practice Student Loan and
 25 Scholarship Board if the individual is:

26 (1) Accepted for admission to or enrolled in good standing in a
 27 medical school in Arkansas in studies that lead to the degree of Doctor of
 28 Osteopathic Medicine; and

29 (2) A bona fide resident of Arkansas.

30 (b) A graduate of an accredited osteopathic medical school in the
 31 United States may apply for the community match income incentive program
 32 under this subchapter on forms prescribed by the board so long as the
 33 applicant satisfies the criteria set forth in § 6-81-1814.

34
 35 6-81-1805. Medical students – Investigation after application.
 36 When an osteopathic rural medical practice loan application is filed

1 with the Osteopathic Rural Medical Practice Student Loan and Scholarship
2 Board, the board shall examine the application, investigate the ability,
3 character, and qualifications of the applicant, and investigate the financial
4 standing of the applicant or his or her parents to determine whether the
5 applicant is in need of a loan to advance his or her medical education.

6
7 6-81-1806. Medical students – Purpose of loan.

8 Osteopathic rural medical practice loans provided for in this
9 subchapter shall be made for the sole purpose of paying the applicant's
10 tuition, maintenance, and educational expenses and the necessary living
11 expenses of his or her dependents while the applicant is enrolled in a
12 program of medical education as described in this subchapter.

13
14 6-81-1807. Medical students – Eligibility for initial and renewal
15 loans.

16 (a) The Osteopathic Rural Medical Practice Student Loan and
17 Scholarship Board may make osteopathic rural medical practice loans to the
18 applicant, each osteopathic rural medical practice loan being expressly made
19 subject to the provisions of § 6-81-1809(c) and § 6-81-1810, if it finds
20 that:

21 (1) The applicant is a bona fide resident of Arkansas;

22 (2) The applicant has been accepted for admission to or is
23 enrolled in good standing in studies that lead to the degree of Doctor of
24 Osteopathic Medicine;

25 (3) The applicant is enrolled in a medically underserved and
26 rural practice curriculum;

27 (4) The applicant needs financial assistance to complete his or
28 her medical studies;

29 (5) The applicant desires to practice medicine in an eligible
30 qualified rural community; and

31 (6) The applicant is a person of good moral character and one
32 who has the talent and capacity to profit by medical studies.

33 (b) Subject to the availability of funds, an initial osteopathic rural
34 medical practice loan for one (1) academic year shall be renewable annually
35 for the number of years required to complete studies leading to the Doctor of
36 Osteopathic Medicine degree or for additional amounts, not to exceed the

1 maximum amounts specified in § 6-81-1808, but all subsequent osteopathic
 2 rural medical practice loans shall be granted only upon application by the
 3 recipient and a finding by the board that:

4 (1) The applicant has completed successfully the medical studies
 5 of the preceding academic year and remains in good standing as an enrolled
 6 student in the college;

7 (2) The applicant is enrolled or participating in a medically
 8 underserved and rural practice curriculum;

9 (3) The applicant continues to be a resident of Arkansas; and

10 (4) The applicant's financial situation continues to warrant
 11 financial assistance made under the conditions of this section.

12
 13 6-81-1808. Maximum amount of loans.

14 (a) The maximum amount of each osteopathic rural medical practice loan
 15 for osteopathic medical students shall not exceed sixteen thousand five
 16 hundred dollars (\$ 16,500) per academic year or those costs that are
 17 reasonable and necessary for the student's attendance as determined by the
 18 Osteopathic Rural Medical Practice Student Loan and Scholarship Board.

19 (b)(1) The maximum amount of each community match income incentive
 20 shall not exceed eighty thousand dollars (\$80,000) or as the board otherwise
 21 shall determine payable under § 6-81-1816.

22 (2) The board shall provide fifty percent (50%) of the community
 23 match income incentive, and the qualified rural community shall provide the
 24 other fifty percent (50%) of the income incentive.

25 (3) However, if the board does not have sufficient funds to
 26 match the community's portion of the income incentive, nothing precludes a
 27 qualified rural community from providing the total income incentive amount.

28
 29 6-81-1809. Loan contracts – Osteopathic rural medical practice loans –
 30 Obligations and conditions.

31 (a) The Osteopathic Rural Medical Practice Student Loan and
 32 Scholarship Board shall enter into a loan contract with the applicant to whom
 33 an osteopathic rural medical practice loan is made.

34 (b) The contract shall be approved by the Attorney General and shall
 35 be signed by the Chair of the Osteopathic Rural Medical Practice Student Loan
 36 and Scholarship Board, countersigned by the Secretary of the board, and

1 signed by the applicant.

2 (c) Each applicant to whom an osteopathic rural medical practice loan
3 or loans is granted by the board shall execute a written loan contract that
4 incorporates the following obligations and conditions:

5 (1)(A) The recipient of an osteopathic rural medical practice
6 loan or loans shall bindingly contract that he or she shall practice primary
7 care medicine full time in a qualified rural community upon completion of:

8 (i) His or her medical internship of one (1) year
9 undertaken immediately following the earning of the degree of Doctor of
10 Osteopathic Medicine;

11 (ii) Four (4) additional years of medical training
12 beyond the internship if the training has been approved in advance by the
13 board and includes practice experience in a rural community; or

14 (iii) At the request of the recipient of an
15 osteopathic rural medical practice loan, the board may approve the
16 recipient's request to practice in more than one (1) qualified rural
17 community to meet his or her obligation to practice full time if the board
18 determines, based upon guidelines established by the board, that the
19 physician need in the rural communities cannot sustain a full-time medical
20 practice or that other compelling circumstances exist.

21 (B) The recipient of an osteopathic rural medical practice
22 loan or loans shall bindingly contract that for each year's loan he or she
23 shall practice medicine in accordance with subdivision (c)(1)(A) of this
24 section for a whole year.

25 (C) For each continuous whole year of medical practice, in
26 accordance with subdivision (c)(1)(A) of this section, subject to reasonable
27 leave periods, including without limitation vacation, sick leave, continuing
28 medical education, jury duty, funerals, holidays, or military service, the
29 board shall cancel, by converting to a scholarship grant, the full amount of
30 one (1) year's loan plus accrued interest;

31 (2)(A) The recipient of an osteopathic rural medical practice
32 loan or loans shall bindingly contract that not engaging in the practice of
33 medicine in accordance with the loan contract and with this subchapter may
34 result in suspension of his or her license to practice medicine in this
35 state.

36 (B) The recipient's medical license may not be suspended

1 unless the recipient's contract contained a specific term that loss of
2 license was a consequence of breach and the recipient signed a written
3 acknowledgment of understanding that the suspension of license was explained
4 to him or her orally as a potential consequence of breach of the contractual
5 provisions.

6 (C) The suspension may be for a period of years equivalent
7 to the number of years that the recipient is obligated to practice medicine
8 in a rural area but has not so practiced and until the loan with interest
9 together with any civil money penalties, as reduced by each full year of
10 medical practice according to the terms of the loan contract, is paid in
11 full;

12 (3) Any communication from a medical school in Arkansas that is
13 not the University of Arkansas for Medical Sciences with any state medical
14 licensing board shall include a notation that the recipient of an osteopathic
15 rural medical practice loan has a contract with the State of Arkansas to
16 practice medicine in a rural community and that breach of that contract may
17 result in suspension of the recipient's Arkansas medical license;

18 (4)(A) In the event that any osteopathic rural medical practice
19 loan recipient under this subchapter does not engage in the practice of
20 medicine in accordance with the terms of this section and of his or her loan
21 contract in order to have the loan contract recognized as a scholarship, the
22 recipient shall remain obligated to repay the loan or loans received,
23 together with interest at the maximum rate allowed by Arkansas law or the
24 federal discount rate plus five percent (5%) per annum, whichever is the
25 lesser, the interest to accrue from the date each payment of funds was
26 received by the recipient.

27 (B) Neither interest nor the obligation to repay the
28 principal sums accrued shall accrue during any one (1) period of time that
29 the recipient involuntarily serves on active duty in the United States Armed
30 Forces.

31 (C) Repayment of principal with interest shall be due and
32 payable in full at the earliest to occur of the following events:

33 (i) Failure to remain enrolled in a medically
34 underserved and rural practice curriculum;

35 (ii) Failure to remain in enrollment status
36 continuously to completion of the degree of Doctor of Osteopathic Medicine

1 for any reason other than temporary personal illness;

2 (iii) Failure to complete internship;

3 (iv)(a) Failure to engage in the full-time practice
4 of medicine while residing in a qualified rural community in Arkansas as
5 defined in § 6-81-1802.

6 (b) However, the board may waive the residency
7 requirement on a case-by-case basis; and

8 (v) Failure to establish a practice as described
9 under subdivision (c)(4)(C)(iv)(a) of this section within six (6) months
10 following either internship or four (4) additional years of medical education
11 that includes practice experience in a rural community.

12 (D) In the event of the death of the recipient, the entire
13 loan amount that has not been converted to a scholarship grant pursuant to
14 the terms of the loan contract shall be due and payable;

15 (5) If an alternate on the waiting list for acceptance to an
16 osteopathic medical school in Arkansas enters into an osteopathic rural
17 medical practice program contract conditioned only upon the applicant's being
18 accepted for admission to the college and otherwise meets the requirements of
19 § 6-81-1807 and if the applicant is moved to the top of the waiting list
20 under § 6-81-1815, the alternate's contract shall contain an additional term
21 that breach of the contract may result in civil money penalties in the amount
22 of one hundred percent (100%) of the loan amount; and

23 (6) This subsection shall not prohibit the board from
24 considering and entering into a negotiated settlement with the osteopathic
25 rural medical practice loan recipient involving the license suspension, the
26 amount of the civil money penalty, and the terms of repayment of the loan.

27 (d) The board may amend agreements entered into with any loan
28 recipient at any time prior to full performance of the recipient's
29 contractual obligations.

30 (e)(1) An osteopathic rural medical practice loan recipient may apply
31 to an osteopathic medical school in Arkansas for a waiver of the contractual
32 provisions set forth in subdivision (c)(2) of this section.

33 (2)(A) If the osteopathic medical school in Arkansas determines
34 that exigent circumstances warrant a waiver, the loan recipient shall be
35 notified in writing.

36 (B) The osteopathic medical school in Arkansas shall

1 immediately notify the Arkansas State Medical Board of such determination.

2
3 6-81-1810. Funding of loans.

4 (a)(1) All payments for osteopathic rural practice loans and community
5 match loans under this subchapter shall be made on requisitions signed by the
6 Chair of the Osteopathic Rural Medical Practice Student Loan and Scholarship
7 Board drawn against the funds held for the purpose of this subchapter.

8 (2) These funds, consisting of state appropriations so
9 designated, revolving amounts received from repayment of loans and interest,
10 and all funds and property and income received by the board under its
11 authority to accept and apply gifts, bequests, and devises shall be held in
12 trust and disbursed by the fiscal officers of a medical school in Arkansas
13 that is not the University of Arkansas for Medical Sciences for the aforesaid
14 purposes.

15 (b) Funds collected as a result of a recipient's breach of an
16 osteopathic rural practice loan contract or community match loan contract
17 shall be:

18 (1) Held in trust for the use of the Osteopathic Rural Medical
19 Practice Student Loan and Scholarship Program and the Community Match Rural
20 Physician Recruitment Program, or as otherwise deemed appropriate by the
21 board in its discretion; and

22 (2) Disbursed by the fiscal officer of an osteopathic medical
23 school in Arkansas under this subchapter.

24
25 6-81-1811. Annual report.

26 (a) The Osteopathic Rural Medical Practice Student Loan and
27 Scholarship Board shall make an annual report to the Governor concerning the
28 activities of the board and shall file a copy of its report with the
29 Legislative Council.

30 (b)(1) The report under subsection (a) of this section shall include:

31 (A) The names of the recipients of the loans;

32 (B) The amount of each loan;

33 (C) An accounting of the funds granted, on hand, and
34 expended for necessary expenses;

35 (D) The total amount of funds received during the year
36 from gifts, federal grants, bequests, and devises; and

1 (E) The amount of loans which, during the year, become
2 scholarships through compliance with the conditions of the loan contracts.

3 (2) This report shall include the names and addresses, and
4 amount of loans to each person, of those recipients who are in default of
5 repayment obligations.

6
7 6-81-1812. Dispute resolution – Determination of breach.

8 (a) Any applicant for a loan or income incentive issued by the
9 Osteopathic Rural Medical Practice Student Loan and Scholarship Board, any
10 person who has been granted a loan or has been granted income incentives by
11 the board, or any party to an osteopathic rural medical practice or community
12 match loan or income incentive may appeal any decision or action by the board
13 relating to the application for a loan or income incentive or relating to a
14 loan or income incentive granted by the board under the dispute resolution
15 procedure established under this subchapter.

16 (b)(1) The board, under § 6-81-1803(b)(1), shall promulgate rules
17 establishing a procedure that may be used by a loan or income incentive
18 recipient, the board, or a qualified rural community to resolve any dispute
19 arising out of or relating to an osteopathic rural practice or community
20 match loan or income incentive contract, including the validity or
21 interpretation of a contract term, contract enforcement or defenses, the
22 occurrence of an event of default or breach, loan repayment, the assessment
23 or imposition of contract damages or civil money penalties, or other related
24 disputes.

25 (2) The rules may provide for alternative dispute resolution,
26 such as mediation, as appropriate.

27 (3) The dispute resolution procedure established by the board
28 shall be followed before the initiation of any litigation related to an
29 osteopathic rural practice or community match loan or income incentive
30 contract.

31 (c) This subchapter does not prohibit informal disposition by
32 stipulation, settlement, or consent.

33
34 6-81-1813. Medical school graduates – Community match contract –
35 Eligibility.

36 (a)(1) The Osteopathic Rural Medical Practice Student Loan and

1 Scholarship Board shall administer the Community Match Rural Physician
 2 Recruitment Program.

3 (2)(A) Interested rural communities may apply to the board to
 4 participate in the program as a qualified rural community.

5 (B) The board shall approve a designated representative or
 6 representatives of the qualified rural community to assist the board in
 7 matters relating to any community match contracts entered into by the board
 8 and the qualified rural community.

9 (b) The board, in conjunction with a qualified rural community, may
 10 grant community match income incentives to applicants, each incentive being
 11 expressly made subject to § 6-81-1814, if it finds that:

12 (1) The applicant is a graduate of:

13 (A) An accredited osteopathic medical school in the United
 14 States; or

15 (B) A foreign medical school if the applicant:

16 (i) Was a resident of Arkansas and citizen of the
 17 United States prior to enrollment in the foreign medical school; and

18 (ii) Has been licensed by the Arkansas State Medical
 19 Board;

20 (2) The applicant satisfies one (1) of the following criteria:

21 (A) He or she is enrolled in a residency or other training
 22 program in an area of primary care medicine; or

23 (B) No more than two (2) years before the date of the
 24 application, he or she completed a residency or other training program in an
 25 area of primary care medicine;

26 (3) The applicant desires to practice medicine in the qualified
 27 rural community; and

28 (4) The designated representative or representatives of the
 29 qualified rural community approve the applicant.

30
 31 6-81-1814. Medical school graduates – Community match contract –
 32 Obligations and conditions.

33 (a)(1) The Osteopathic Rural Medical Practice Student Loan and
 34 Scholarship Board and the qualified rural community shall enter a joint
 35 community match contract with the applicant.

36 (2) The form of the community match contract shall be approved

1 by the Attorney General and shall be signed by the Chair of the board, the
2 Secretary of the board, the designated representative or representatives of
3 the qualified rural community, and the applicant.

4 (b) Each applicant to whom a community match income incentive is
5 granted by the board shall execute a written contract that shall incorporate
6 the following obligations and conditions:

7 (1)(A) The recipient of a community match income incentive shall
8 bindingly contract that he or she shall practice primary care medicine full
9 time in the contracting qualified rural community for a period of four (4)
10 years.

11 (B)(i) The recipient shall receive the income incentive
12 funds according to a disbursement schedule acceptable to the board, the
13 qualified rural community, and the recipient as set forth in writing in the
14 community match contract.

15 (ii) For each three-month period of full-time
16 medical practice by the recipient, according to the terms of the community
17 match contract, the board and the qualified rural community shall award one-
18 fourth ($\frac{1}{4}$) of the income incentive for the year of service;

19 (2)(A) If any recipient does not begin or ceases the full-time
20 practice of medicine in breach of the community match contract or otherwise
21 breaches the community match contract, the recipient shall pay twenty
22 thousand dollars (\$20,000) for each uncompleted full year of the four-year
23 contract term, and any civil money penalties that apply.

24 (B) The board may impose civil money penalties of up to
25 fifty percent (50%) of the principal amount of the income incentive under the
26 terms of the community match contract as a consequence of breach; and

27 (3) Neither interest nor the obligation to repay the principal
28 sums accrued shall accrue during any one (1) period of time that the
29 recipient involuntarily serves on active duty in the United States Armed
30 Forces.

31 (c) Subsection (b) of this section does not prohibit the board from
32 considering and entering into a negotiated settlement with the income
33 incentive recipient involving the terms of repayment of amounts paid under
34 the terms of the community match contract.

35 (d) Community match contracts may be amended at any time before the
36 income incentive has been paid in full or terms and conditions of the

1 contract are satisfied.

2 (e) The board shall promulgate rules setting forth additional terms
3 and conditions of community match contracts.

4
5 6-81-1815. Medical school alternates – Rural medical practice loans.

6 (a) If an alternate on the waiting list for acceptance to an
7 osteopathic medical school in Arkansas demonstrates a willingness to enter
8 into an osteopathic rural medical practice loan contract and meets the
9 requirements of § 6-81-1807, the applicant shall be moved to the top of the
10 waiting list upon entering into an osteopathic rural medical practice loan
11 contract.

12 (b) The priority on the waiting list for an alternate who enters into
13 an osteopathic rural medical practice loan contract shall be determined by
14 the date and time such alternate enters into the rural medical practice loan
15 contract.

16
17 6-81-1816. Tracking loan contract compliance.

18 An osteopathic medical school in Arkansas shall:

19 (1) Track graduates who were recipients of osteopathic rural
20 medical practice loans under this subchapter for the length of their
21 contractual obligations; and

22 (2) Report to the Legislative Council by October 1 of each even-
23 numbered year regarding the compliance of those graduates with the terms of
24 their contracts.

25
26 6-81-1817. Osteopathic Rural Medical Practice Student Loan and
27 Scholarship Program Administrator.

28 (a) There is established an Osteopathic Rural Medical Practice Student
29 Loan and Scholarship Program Administrator.

30 (b) The administrator shall:

31 (1) Be employed by the Department of Higher Education;

32 (2) Serve as liaison between loan recipients and rural
33 communities by:

34 (A) Working with the communities to identify their unique
35 needs, to develop profiles of their ideal candidates, and to prepare for
36 recruitment visits; and

1 State of Arkansas
2 94th General Assembly
3 Regular Session, 2023
4

As Engrossed: S4/4/23

A Bill

HOUSE BILL 1544

5 By: Representative L. Johnson
6 By: Senator B. Davis
7

For An Act To Be Entitled

9 AN ACT CONCERNING THE OSTEOPATHIC RURAL MEDICAL
10 PRACTICE STUDENT LOAN AND SCHOLARSHIP PROGRAM; TO
11 AMEND THE APPOINTMENT PROCESS FOR THE OSTEOPATHIC
12 RURAL MEDICAL PRACTICE STUDENT LOAN AND SCHOLARSHIP
13 BOARD; AND FOR OTHER PURPOSES.
14

Subtitle

15
16
17 TO AMEND THE APPOINTMENT PROCESS FOR THE
18 OSTEOPATHIC RURAL MEDICAL PRACTICE
19 STUDENT LOAN AND SCHOLARSHIP BOARD.
20
21

22 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:
23

24 SECTION 1. Arkansas Code § 6-81-1803(a), concerning the composition of
25 the Osteopathic Rural Medical Practice Student Loan and Scholarship Board, is
26 amended to read as follows:

27 (a)(1) There is established the Osteopathic Rural Medical Practice
28 Student Loan and Scholarship Board ~~composed of~~ that shall consist of six (6)
29 members, which shall include:

30 (A) One (1) ~~representative of~~ member who shall be
31 appointed by the Governor after consultation with each medical school in
32 Arkansas that is not the University of Arkansas for Medical Sciences;

33 (B) One (1) ~~representative of~~ member who shall be
34 appointed by the Governor after consultation with the Arkansas Osteopathic
35 Medical Association, who shall serve as vice chair;

36 (C) Two (2) physician members appointed by the Governor



1 after consultation with the Arkansas Osteopathic Medical Association, giving
2 preference to physicians who have received osteopathic rural medical practice
3 loans, community match loans, or income incentives; and

4 (D) Two (2) representatives appointed by the Governor
5 after consultation with the Arkansas Hospital Association, Inc.

6 (2) Members of the board shall:

7 (A) Serve a term of three (3) years; and

8 (B) Not serve more than two (2) consecutive terms.

9 (3) Except as provided under subsection (c) of this section,
10 members of the board shall serve without compensation.

11 (4) Vacancies shall be filled in a similar manner as provided
12 under subdivisions (a)(1) and (2) of this section.

13
14 /s/L. Johnson

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17 **APPROVED: 4/12/23**
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