

Marshall University Joan C. Edwards School of Medicine
Rural Health Service Program

General

- 1.1. Scope. Policy and procedure regarding the establishment and operation of a Rural Health Service Program.
- 1.2. Authority. Rural Health Initiative grant from the Higher Education Policy Commission
- 1.3. Effective Date. – August 1, 2017

Purpose.

- 2.1. The purpose of this program is to provide an incentive for medical students at the Marshall University Joan C. Edwards School of Medicine (hereinafter referred to as the JCESOM) to complete their training and provide primary care in underserved areas of West Virginia.
- 2.2. Financial incentives shall be provided to selected third and/or fourth year medical students (hereinafter referred to as participants) at the JCESOM in the amount of \$25,000 per year in exchange for a commitment to serve the same number of years upon graduation from residency in a rural underserved area of West Virginia as defined herein. Should the student not comply with the service commitment, he or she will be expected to repay in full or in part the amount of the financial incentive.

Definitions

3.1 **Placements** . Upon completing training, primary care physicians must practice at an out-patient primary care site or a residential care facility for older adults such as a nursing home located within a geographically eligible area, a free clinic, or at a primary care site with a facility-based Health Professional Shortage Area (HPSA) designation located anywhere in the state such as a federally funded Community Health Center or School-Based Health Center. In addition, the JCESOM may consider a waiver for the participant to practice in another site, which does not meet the above definition in the event there is a compelling need for the physician in the area in the judgment of the JCESOM. Waivers will be considered on a case-by-case basis and the decision of the JCESOM will be final.

3.2 **Service.** Service means 12 or more consecutive months of approved service. In order to fulfill the required obligation, Participant shall provide care to patients as service in an approved rural and/or underserved area in a full time or part time capacity. Time required to fulfill the obligation will equate to the percentage of full time equivalent service.

3.3 Full Time Practice.

3.3.1 *For all specialties except obstetrics/gynecology and geriatrics:*

Full time is defined as 40 hours per week. The 40 hours per week may be compressed into no less than four days per week. Of the 40 hours per week, the majority of time should be spent providing direct patient care at the approved site as evidenced by the delineation of duties in the employment contract. The participant will not receive service credit for hours worked over the required 40 hours per week, and excess hours cannot be applied to any other work week.

3.3.2 *For obstetrics/ gynecology and geriatrics**

Full time is defined as 40 hours per week. The 40 hours per week may be compressed into no less than four days per week. Of the 40 hours per week, the majority of time should be spent providing direct patient care at the approved site. The remaining time may be spent providing clinical services in alternative settings (e.g., hospitals, nursing homes) as directed by the approved site(s), or performing practice-related administrative activities . The participant will not receive service credit for hours worked over the required 40 hours per week, and excess hours cannot be applied to any other workweek.

3.4. Part time Practice

3.4.1 *For all specialties except obstetrics/gynecology and geriatrics:*

Part time is defined as a minimum of 20 hours per week (not to exceed 39 hours per week). The 20 hours per week may be compressed into no less than two days per week. Of the 20 hours per week, a majority of time must be spent providing direct patient care at the approved site as evidenced by the delineation of job duties in the employment contract. The participant will not receive service credit for hours worked over the required 20 hours per week, and excess hours cannot be applied to any other work week.

3.4.2 *For obstetrics/gynecology and geriatrics*:*

Part time is defined as a minimum of 20 hours per week (not to exceed 39 hours per week). The 20 hours per week may be compressed into no less than two days per week. Of the 20 hours per week, a majority of the time should be spent providing direct patient care at the approved site as evidenced by the

* Distinction is made as noted herein between OB-GYN and geriatrics specialties and all other specialties. This is due to the time needed for them to make rounds in the hospital for OB/GYN patients and in the hospital and nursing home for geriatricians.

delineation of job duties in the employment contract. The remaining time may be spent providing clinical services in alternative settings (e.g., hospitals, nursing homes) as directed by the approved site(s), or performing practice-related administrative activities. The participant will not receive service credit for hours worked over the required 20 hours per week, and excess hours cannot be applied to any other work week.

3.5 Primary care definition. Primary care for purposes of this document is defined as family medicine, general internal medicine, obstetrics/gynecology (OB/GYN), psychiatry, general surgery, pediatrics, rural emergency medicine, internal medicine/pediatrics (med-peds), and geriatrics.

Eligibility Criteria.

4.1. In order to be eligible for an award through the JCESOM Rural Health Service Program, applicants must meet the following minimum requirements:

- a. Be a third or fourth year medical student in good standing at JCESOM with a demonstrated interest in primary care and rural practice, and
- b. Be willing and able to serve immediately upon graduation from residency or end of a fellowship which immediately follows residency, and obtaining a valid license to practice medicine in West Virginia as a physician, in a rural underserved area of West Virginia as defined herein, and
- c. Must sign an agreement to practice full time for up to two (2) years or half time for at least up to four (4) years as defined herein, in an underserved area of West Virginia, depending upon the amount of the service award.

Application Process.

5.1. The applicant must apply to the JCESOM Rural Health Service Program using an application form approved by the JCESOM, and must sign an agreement regarding the program.

5.2. The JCESOM shall establish a deadline for applying for the JCESOM Rural Health Service Program, and a maximum amount of applicants who can be accepted each year based on available funding and other relevant criteria.

Selection of participants

6.1. Service awards shall be determined by a selection committee from the JCESOM for these awards. The selection committee shall consist of a small panel of rural physicians/faculty. The panel shall undergo training in the appropriate selection process of service applicants on an annual basis.

6.2. Applications will be processed without regard to race, color, religion, sex, national origin, age, pregnancy, ethnicity, family status, disability, genetic information, sexual orientation, gender identity, and veteran status.

6.3. In making awards, the JCESOM may consider such factors including but not limited to the applicant's expressed commitment to primary care, his or her work or community service experiences in underserved areas of the State and the applicant's ties to West Virginia.

6.4. The number of awards shall be determined by the availability of funds.

6.5. Nothing in this policy shall be construed as granting or guaranteeing any applicant any right to such an award.

Award Provisions and Agreement.

7.1. The award shall be a yearly award of \$25,000 for up to a maximum of two successive years.

7.2. The agreement shall contain the provision that the participant will agree to practice full time for at least one (1) years or part time for at least two (2) years for each year of the award in an underserved area of West Virginia, as defined herein.

7.3 No award shall be disbursed before a properly completed and signed agreement has been delivered by the participant to the JCESOM.

7.4. A participant who fails to complete his or her training or practice in an underserved area of West Virginia is in breach of contract and is liable for repayment of the total award plus interest or a portion thereof as determined by the JCESOM.

7.5. Interest shall be charged as approved by the JCESOM and stated in the agreement.

7.6 The participant agrees to:

- a. Provide written confirmation to the JCESOM of his or her acceptance in an accredited primary care internship or residency program. A residency in West Virginia is preferred, but not required.
- b. It is expected that they will complete their residency training within four years. If the Student cannot complete the residency then they need to notify, perhaps, like the disability for paying the money back Residency training is defined as an accredited program of graduate medical education required for board certification in a primary care specialty.

- c. Upon completion of residency training, apply to JCESOM for approval to practice in an officially designated rural and/or underserved area as defined herein in order to receive credit for fulfillment of the service obligation.
- d. Secure a current and unrestricted license to practice in the State of West Virginia and maintain that licensure throughout the period of obligation.
- e. Begin practicing primary care in an approved rural and/or underserved area within 90 calendar days after completion of residency training. Submit a copy of the employment contract to JCESOM upon acceptance of the position which includes verification of place of employment, full time or part time status, duties including patient care, and primary care practice.
- f. Practice in an approved site under the following terms:
 - 1. Provide clinical coverage in a practice that provides a continuum of care, including arrangements for after hours and acute care;
 - 2. Accept Medicare, Medicaid and Children's Health Insurance Program (CHIP) assignment.
- g. Submit forms to the JCESOM to verify progress in training and obtain credit for fulfilling the service obligation. As specified in the Agreement.
- h. Notify the JCESOM in writing within two weeks of any change in employment, residency, address, or any other matters that might affect the terms and conditions of the agreement.
- i. Obtain prior approval from the JCESOM for any changes or transfers in service obligations.

Notification of Participants and Fund Disbursement.

8.1. The JCESOM Robert C. Byrd Center for Rural Health shall notify students of their selection to receive an award, and

8.2. Shall disburse funds to those awarded.

8.3. Disbursements shall be made directly to medical students during the fall semester after application.

Service Obligation/Payment Obligation

9.1. A participant may satisfy his or her obligation by practicing primary care full or half time in West Virginia as stated in the recipient's agreement.

9.2 If the participant fails to complete his or her service obligation, he or she must repay the amount as determined by the JCESOM as delineated herein.

9.3 If the participant breaches this Agreement, he or she shall:

- a. Repay up to 100 percent of the service award of \$25,000 per year, plus simple interest at 5% percent accruing from date the participant completes or terminates training or is no longer serving as stated in his or her contract agreement, within sixty (60) days of default under the following terms: Repayment may be made in one full payment or, with the approval of the JCESOM, repayment may be made over a twenty-four month period.
- b. If the participant starts but fails to complete the period of obligated service, a pro rata repayment schedule may be substituted at the discretion of the JCESOM. Failure to comply in accordance with the repayment schedule will result in the JCESOM actively pursuing collection of the debt. This may include the use of collection agents, reporting the debt to credit bureaus, and other available legal remedies, including instituting a civil action to collect the same.

9.4 In some limited cases, the participant may apply for cancellation, suspension, waiver or amendment for the service/payment obligation as delineated herein.

- a. Should the participant die during the course of the agreement, the service or payment obligation will be canceled. To receive cancellation of the service or payment obligation in the event of death, the executor of the participant's estate should submit an official death certificate to the JCESOM.
- b. Should the participant become permanently disabled and unable to perform the essential functions of the position as a physician involved in direct patient care, the service or payment obligation may be cancelled. To apply for cancellation as a result of permanent disability that leaves participant unable to perform the essential functions of the position, the participant or the representative must apply by submitting written medical evidence of the condition for consideration by the JCESOM.
- c. Should the participant become partially disabled, suffer chronic illness or experience other undue hardship, he or she may provide written

documentation to the JCESOM to request that service or repayment terms be amended.

- d.** The final decision as to cancellation, suspension, waiver or amendment rests with the JCESOM, and merely applying and submitting documentation for cancellation, suspension, waiver or amendment does not imply or guarantee that they will be granted.