NEVADA GOVERNOR'S OFFICE OF SCIENCE, INNOVATION AND TECHNOLOGY

THE PENNINGTON RURAL HEALTH SERVICES LOAN REPAYMENT PROGRAM

11/19/2020

POLICY GUIDANCE DOCUMENT

ATTACHMENT A

Terms and conditions for participation and performance for the Pennington Rural Health Services Loan Repayment Program

INTRODUCTION

The Nevada Governor's Office of Science, Innovation and Technology (OSIT), established by the Nevada State Legislature in 2015, was created to increase access to high-quality healthcare by growing Nevada's healthcare workforce, particularly in underserved communities. A practitioner may enter the Pennington Rural Health Service Loan Repayment Program (PRHSLRP) by engaging in full-time clinical practice in an assigned community in exchange for funding used to repay qualified educational loans. Funding under this program will be provided by the William N. Pennington Foundation.

PROGRAM OVERVIEW

As determined by OSIT, Program Applicants qualified to practice in the fields listed below will be considered on a case-by-case basis for acceptance into a health service loan repayment program utilizing philanthropic funding. This program will allow OSIT to fill critical healthcare workforce needs in underserved communities throughout rural Nevada.

I. TERMS

1. PROGRAM PARTICIPANT SERVICE OBLIGATIONS

Program Applicants accepted into this program will be contractually obligated for two or three years of service as defined in the Contract and must adhere to performance requirements set forth by OSIT detailed below and in the Contract between OSIT and the Participant. These requirements will be addressed on a site basis (dependent on practice environment).

2. PROGRAM PARTICIPANT LOAN REPAYMENT AMOUNTS AND ANNUAL AWARD AMOUNT:

MD	\$40,000 Annual – 3 year commitment – Total Repayment \$120,000
DO	\$40,000 Annual – 3 year commitment – Total Repayment \$120,000
DDS/DMD	\$40,000 Annual – 3 year commitment – Total Repayment \$120,000
NP	\$25,000 Annual – 2 year commitment – Total Repayment \$50,000
BSN	\$20,000 Annual – 2 year commitment – Total Repayment \$40,000
PA	\$25,000 Annual – 3 year commitment – Total Repayment \$75,000
RN	\$10,000 Annual – 2 year commitment – Total Repayment \$20,000
CMI	\$20,000 Annual – 2 year commitment – Total Repayment \$40,000
DMS	\$20,000 Annual – 2 year commitment – Total Repayment \$40,000

THE PROGRAM WILL NOT PAY FOR LOANS WHICH HAVE ALREADY BEEN PAID OFF.

THE PROGRAM WILL NOT PAY FOR EDUCATIONAL LOANS THAT HAVE BEEN CONSOLIDATED WITH NON-EDUCATIONAL LOANS.

Financial debts or service obligations incurred under the following Federal programs (both current and former) are not "loans" which may be repaid on behalf of a program practitioner:

- a. Physician Shortage Area Scholarship Program
- b. Public Health and National Health Service Corps Scholarship Training Program
- c. National Health Service Corps Scholarship Program
- d. Armed Forces (Army, Navy, Air Force, or Marine) Health Professions Scholarship Programs,
- e. Indian Health Service Scholarship Program

Loans for which current documentation is not available and loans not obtained from a Government entity or commercial lending institution, such as loans from friends and relatives, are not qualified for the purposes of this program. Also not qualified for repayment are loans, or that portion of loans, obtained for educational or personal expenses which exceed the "reasonable" level, as determined by the school's standard student budgets in the year the loan was made.

3. FULL TIME PRACTICE REQUIREMENT

The Participant must practice **full-time** providing **primary health services** at an eligible Rural Site and reside within the Area of Clinical Service.

4. WORK IN CORRECT FIELD

The Participant must work in a field that corresponds to their training and/or discipline.

5. PAYMENT OF AWARD AMOUNT

The Annual Award Amount will be paid by OSIT to Participants in a lump sum payment on the first day of each year of the Participant's Practice Obligation. The Participant is required to provide OSIT evidence within 60 days of the first day of each year of the Participant's Practice Obligation that the Award Amount has been used in full to repay Qualifying Loans.

6. FUNDS ONLY TO REPAY QUALIFYING LOANS

The Participant must agree to use PRHSLRP funds only to repay Qualifying Loans.

II. PARTICIPANT ELIGIBILITY

1. ELIGIBLE HEALTH PROFESSIONS

Practitioners in the following health professions and who meet licensure standards in Nevada are eligible to apply for the State loan repayment program.

MD Doctors of Allopathic Medicine
DO Doctors of Osteopathic Medicine
DDS/DMD General and Pediatric Dentistry

NP Primary Care Certified Nurse Practitioners

BSN Bachelor of Science Nurse

PA Primary Care Physician Assistants

RN Registered Nurse

CMI Comprehensive Medical Imaging DMS Diagnostic Medical Sonography

The eligible primary care specialties for physicians are family medicine (and osteopathic general practice), internal medicine (including geriatrics), pediatrics, obstetrics/gynecology, and geriatrics.

The eligible primary care specialties for Nurse Practitioners and Physician Assistants are adult, family, pediatrics, geriatrics and women's health.

Physicians meeting the requirements for limited licensure and granted such under provisions of the Nevada State Board of Medical Examiners will be considered individually for application to the program.

2. ELIGIBLE PRACTICE LOCATIONS

Eligible Practice Locations will be determined by OSIT to include service Rural Sites in communities in the following counties and cities which are at a minimum 60 miles from Reno, NV: Washoe, Lyon, Churchill, Pershing, Lander, Eureka, Elko, White Pine, Mineral, Esmerelda, Humboldt, and Tonopah.

3. PARTICIPANT ELIGIBILITY

Participants must meet the following program eligibility requirements:

- a. Must be United States citizens or nationals (naturalized citizens).
- b. Must **NOT** have an outstanding contractual obligation for health professional service to the Federal Government (e.g., an NHSC Scholarship or Loan Repayment Program obligation, or a NURSE Corps Loan Repayment Program obligation), a state loan repayment program other than the one receiving HRSA grant funds), or other entity unless that service obligation will be completely satisfied before the PRHSLRP Contract has been signed. Please note that certain provisions in employment contracts can create a service obligation (e.g., an employer offers a physician a recruitment bonus in return for the physician's agreement to work at that facility for a certain period of time or pay back the bonus).

EXCEPTION: Individuals in the Reserve Component of the U.S. Armed Forces or National Guard are eligible to participate in PRHSLRP. In making awards to reservists, OSIT must inform the potential PRHSLRP participant that:

- Placement opportunities may be limited by PRHSLRP in order to minimize the impact that a deployment would have on the vulnerable populations served by the reservist.
- Military training or service performed by reservists will not satisfy

- the PRHSLRP service commitment.
- If participant's military training and/or service, in combination with the participant's other absences from the service site, exceed 35 workdays per service year, the PRHSLRP service obligation must be extended to compensate for the break in service.
- If the approved PRHSLRP site where the reservist is serving at the time of his/her deployment is unable to reemploy that reservist, PRHSLRP will reassign the participant to another PRHSLRP-approved service site to complete his or her remaining PRHSLRP service commitment. Because it is sometimes difficult to identify short-term assignments, a participant may be asked by the service site to sign an employment contract that extends beyond the completion date of his or her PRHSLRP service commitment.
- If the participant is a reservist and is called to active duty, the amount of time he/she is on active duty (which does not count as PRHSLRP service) must be added to the length of the original PRHSLRP obligation.

c. Must not have:

- Federal judgment liens.
- A current default on any federal payment obligations (e.g., Health Education Assistance Loans, Nursing Student Loans, federal income tax liabilities, Federal Housing Authority loans, etc.) even if the creditor now considers them to be in good standing;
- Breached a prior service obligation to the federal/state/local government or other entity, even if they subsequently satisfied the obligation; and / or
- Had any federal or non-federal debt written off as uncollectible or received a waiver of any federal service or payment obligation.
- d. Must practice **full-time** providing **primary health services** at an eligible site (60-mile distance from Reno, Nevada in an eligible county or city as defined above) and reside within the Area of Clinical Service, or a close proximity. commuting from other areas is not permitted.
- e. Must work in a field that corresponds to their training and/or discipline.
- f. Must agree to use PRHSLRP funds only to repay Qualifying Loans.

III. RURAL SITE ELIGIBILITY

Health professionals participating in PRHSLRP must fulfill their service obligation at an eligible Rural Site. The Rural Site must be pre-approved by OSIT before any of Participant's Practice Obligation is met. Rural Sites must be located in a Rural community.

The following site types are eligible to be approved as practice sites for participants:

1. Rural Federally Qualified Health Centers (FQHCs) in northern Nevada

- a. Community Health Centers
- b. Migrant Health Centers
- c. Homeless Programs
- d. Public Housing Programs

2. FQHC Look-A-Likes in northern Nevada

3. Centers for Medicare & Medicaid Services Certified Rural Health Clinics in Northern Nevada

4. Other Health Facilities in Northern Nevada

- a. Community Outpatient Facilities
- b. Community Mental Health Facilities
- c. State and County Health Department Clinics
- d. Immigration and Customs Enforcement Health Service Corps
- e. Free Clinics
- f. Mobile Units
- g. School-based Programs
- h. Critical Access Hospitals affiliated with a qualified outpatient dinic
- i. Long-term Care Facilities
- j. State Mental Health Facilities

5. Indian Health Service Facilities, Tribally Operated 638 Health Programs, and Urban Indian in northern Nevada

- a. Health Programs
- b. Federal Indian Health Service (IHS) Clinical Practice Sites
- c. Tribal/638 Health Clinics
- d. Urban Indian Health Program
- e. IHS and tribal hospitals click to view <u>National Health Service Corps'</u> IHS and tribal hospital site expansion

6. Private Practices (Solo or Group) in Rural areas.

IV. SITE REQUIRED PRACTICES

To be eligible, practice sites must also meet the following criteria:

1. MUST BE LOCATED IN HPSA

Public and non-profit private entities located in and providing health care services in HPSAs. All practice sites must be located in federally-designated HPSAs. Medically Underserved Areas or Populations and shortage areas designated by the state do not qualify.

2. MUST ACCEPT GOVERNMENT REIMBURSEMENT

For-profit health facilities operated by non-profit organizations must accept reimbursement from Medicare, Medicaid, and the Children's Health Insurance Program, utilize a sliding fee scale, and see all patients regardless of their ability to pay.

3. MUST CHARGE FOR PROFESSIONAL SERVICES

Eligible practice sites must charge for professional services at the usual and customary prevailing rates except free clinics.

4. MUST PROVIDE DISCOUNTS FOR INDIVIDUALS WITH LIMITED INCOMES

Eligible practice sites must provide discounts for individuals with limited incomes (i.e., use a sliding fee scale). For information about current HHS Poverty Guidelines, please visit https://www.gpo.gov/fdsys/pkg/FR-2017-06-26/pdf/2017-13312.pdf.

- a. For those with annual incomes at or below 100 percent of the HHS Poverty Guidelines, states must ensure that practice sites provide services at no charge or at a nominal charge.
- b. For individuals between 100 and 200 percent of the HHS Poverty Guidelines, states must ensure that practice sites provide a schedule of discounts, which must reflect a nominal charge covered by a third party (either public or private).
- c. A state may allow practice sites to charge for services to the extent that payment will be made by a third party which is authorized or under legal obligation to pay the charges.

V. PRHSLRP PARTICIPANT REQUIREMENTS

1. APPLICATION

Program Applicants may apply for consideration with the OSIT at any time.

2. WRITTEN CONTRACT

A Program Applicant accepted into the PRHSLRP must execute a written contract with OSIT. The Contract specifically incorporates this Policy Guidance Document. Terms and conditions described within this Guidance Document must be adhered to during the service performed under the PRHSLRP program. Breach of any terms of the Contract, including terms described within this Guidance Document, place the Participant in default status. Applicable Default Penalties are described further within this Guidance Document. Provisions which will be in force during the Obligated Contractual Period shall be:

a. Program Applicants must engage in Full Time clinical practice of their profession in an eligible Rural Site

- b. Participants are required to serve at least 45 weeks per year; participants who take 7.14 weeks of leave in a service year for any reason (vacation, sick leave, CME/CE, etc.) fail to meet the 45-week minimum required service and will be considered in default of their written Contract.
- c. Program Applicants must engage in Full Time (as defined below) clinical practice in their health profession within their defined service area for the Obligated Contractual Period specified in their Contract.
- d. The clinical practice must be physically located within the geographic area defined as underserved by OSIT and specified in the written Contract.
- e. A Participant is normally expected to fulfill their service obligation in the service site identified in the Contract. In the event of practice failure or extraordinary conditions, an individual may apply to OSIT for a transfer to another location in an underserved community within the state.

3. CHARGES FOR SERVICES

Program Applicants must agree:

- a. To provide health services at no charge, or at a reduced charge (sliding fee scale), to persons unable to pay for services. Where payment will be made by a third party authorized or under legal obligation to pay charges, third parties may be charged for these services;
- b. That no person receiving health services will be discriminated against because of 1) ability to pay for the services, or because 2) payment for the health services will be made under Part A or B of Title XVIII (Medicare) or Title XIX (Medicaid) or Title XXI (State Children's Health Insurance Program Nevada Check-up) of the Social Security Act;
- c. To accept assignments under section 1842(b) (3) (B) (ii) of the Social Security Act as full payment for all services for which payment may be made under Part B of Title XVIII and under Title XIX of such Act;
- d. To enter into an appropriate agreement with State Medicaid which administers the state plan for medical assistance under the Title XIX of the Social Security Act to provide services to individuals entitled to medical assistance under the plan;
- e. To provide services at charges which are usual and customary for the rate prevailing in the areas where such services are provided. A copy of the billing charges or sliding scale for the clinical practice site must be provided to OSIT; and
- f. That health care services delivered in the underserved catchment area are delivered with medically accepted quality standards for performance.

4. REPORTING REQUIREMENTS

a. For accounting purposes, the OSIT will use the Program Applicant's Qualifying Loan balance current at the Contract start date. Funds allocated under the PRHSLRP program may only be used exclusively to repay Qualifying Loan debt as determined by OSIT. Documentation of repayment of Qualifying Loans must be submitted to OSIT within 60 days of the Participant's receipt of funding from the program. Failure to provide

documentation within 60 days of the Participant's receipt of funding from the program will place the Participant in default status. Use of these funds for any other purpose constitutes a breach of contract, placing the Participant in default status and incurring maximum penalties of the default provisions of the Contract. Non-payment or late payments incurring additional interest charges according to payment schedules to the qualified lending institutions constitute breach of this Contract and places the Participant in default status.

b. Participants agree to give OSIT the authority to monitor them to determine whether the requirements for conducting clinical practice are being met. Monitoring may be in the form of periodic visits by OSIT, requests for written reports, inspection of records and patient schedules, and interviews. Information that the Participant may be required to furnish may include, but is not limited to, patient and hospital visitation schedules; office hours; financial and other records documenting that health services are being provided for patients unable to pay; financial and other records documenting that the requirements for participation in the Medicare and Medicaid programs are being fulfilled; and other documents relating to the conduct of the practice. OSIT monitoring shall exercise reasonable care and provide adequate safeguards to assure that the privacy of individuals identified in any records reviewed is not endangered by the misuse of such information. All individuals will abide by HIPAA regulations to ensure patient privacy. Participants are required to provide all information requested by OSIT to monitor their Practice Obligation which is in their possession, custody, or control. Failure to do so will constitute breach of the Contract and place the Participant in default status. OSIT may require the submission of additional reports and documents at their discretion.

5. RESIDENCY REQUIREMENTS

Participants must reside within the Area of Clinical Service and at a minimum of 60 miles from Reno, Nevada. Commuting from outside the community is prohibited. Exceptions to the Residency Requirements must be approved in advance in writing by OSIT.

6. LICENSURE

The PRHSLRP Participants must have professional licensure, as required, in the State of Nevada and a copy of the license must be filed with OSIT. No restrictions may be in force upon the DEA certificate. Practitioner's licenses may be reviewed at any time by OSIT for restrictions placed upon or claims made against such licenses.

7. MALPRACTICE INSURANCE

During the term of this Contract, PRHSLRP Participants shall maintain, at their expense, and with an insurance company satisfactory to OSIT, professional malpractice liability insurance covering all services provided under

their Contract in the minimum amounts of \$1,000,000.00 per claim with an aggregate of \$3,000,000.00 per year. PRHSLRP Participants shall provide OSIT with certificates evidencing such coverage upon request.

VI. DEFAULT / TERMINATION

1. DEFAULT PENALTIES

Default is defined as the failure of the Participant to fulfill any, or all, of their Practice Obligation. In the event of default, the Participant shall be liable for cash repayment to OSIT. The Participant shall be liable for cash payments in the sum of:

- a. the total of any amounts paid by OSIT to the Participant;
- b. an amount equal to the product of the number of months remaining in the Obligated Contractual Period not completed, multiplied by \$7,500;
- c. the interest on the amounts described in subparagraphs 1 and 2 at the maximum legal prevailing rate, as determined by the Treasurer of the United States, from the date of the breach of contract; except that the amount OSIT is entitled to recover under the default criteria shall not be less than \$31,000; and
- d. any and all fees, costs and expenses, together with reasonable attorney's fees incurred in the collection of the due amounts.

2. TERMINATION

OSIT may terminate the Contract on thirty (30) days written notice to Participant if Participant is in breach of the Contract and fails to cure the breach within such time. In the event of termination of the Contract for Participant's breach, all sums previously provided to Participant shall be repaid to OSIT together with interest and penalties as stated in the Default Penalties section of this document. In the event of any legal or equitable action arising out of the Contract, the prevailing party shall be entitled to recover all fees, costs and expenses, together with reasonable attorney's fees incurred in connection with such action.

The Participant may terminate this agreement upon six (6) months written notice provided that the Participant understands that such termination shall be subject to immediate discontinuance of loan repayment sums. The Participant will be liable to OSIT for the maximum penalties of the default provisions of the Contract.

3. FORGIVENESS / SUSPENSION REQUEST

Participant may apply to OSIT for a partial or total forgiveness or suspension of his / her Practice Obligations under the Contract if unable to complete the Practice Obligation due to illness or compelling personal circumstances. A partial or total forgiveness request will only be taken into consideration whenever compliance by the participant is impossible or would involve extreme hardship to the individual and if enforcement of such obligation with respect to any individual would be unconscionable. A partial or total forgiveness request must be applied for in writing and will be considered on a case by case basis. OSIT may forgive the entire the Practice Obligation in case of the Participant's death.

VII. CRITERIA AND DEFINITIONS

- 1. "Allied Health" means those health professions other than allopathic or osteopathic medicine.
- 2. "Area of Clinical Service" means either the city limits or zip code where the Rural Site is located.
- 3. "Full-time" will consist of a minimum of 40 hours per week for 45 weeks per year of ambulatory clinical service. The 40 hours per week may be compressed into no less than 4 days per week. The 40 hours per week may include hospital coverage which is appropriate to assure continuity of care for the practitioner's patients. Time spent in an "on-call" status will not count toward the 40 hours per week. Participants are required to serve at least 45 weeks per year

For all health professionals except obstetrician/gynecologists (OB/GYN) and certified nurse-midwives (CNM), at least 32 of the minimum 40 hours per week must be spent providing clinical services in the ambulatory setting, during normally scheduled office hours, with the remaining hours spent providing inpatient care, and/or in practice-related administrative activities.

For an OB/GYN or CNM the majority of the 40 hours per week (not less than 21 hours per week) must be spent providing ambulatory care services during normally scheduled office hours, with the remaining hours spent providing inpatient care and/or in practice-related administrative activities, with administrative activities not to exceed 8 hours per week.

- 4. "Health Professional Shortage Area (HPSA)" means a designation by the U.S. Department of Health and Human Services Bureau of Primary Health Care's Office of Shortage Designation using criteria established in regulation. HPSAs are designated for Primary Care, Dental and Mental Health. Primary Care, Dental, and Mental Health HPSAs may be geographic, population, or facility based.
- **4.** "Non-profit private entity" means an entity which may not lawfully hold or use any part of its net earnings to the benefit of any private shareholder or individual and which does not hold or use its net earnings for that purpose.
- 5. "Obligated Contractual Period" means the period of time for the Participant to fulfill their obligation in the rendering of health care services (as appropriate by practitioner) to the defined underserved area. For the purposes of the PRHSLRP the period of obligation shall be for **no less than two or three years** of full time clinical service at an eligible Rural Site depending on the healthcare occupation

- 6. "Obligated Service" entails provision, at a minimum, of the following services 1) primary, mental, or dental health care (as appropriate by practitioner) at the Rural Site in medically accepted quality standards for performance, 2) services to be rendered be at charges which are usual and customary for the rate prevailing in the area in which such services are provided, 3) that if a person is unable to pay such charge for service, such person shall be charged at a reduced rate or no fee, 4) the practitioner will not discriminate against any person on the basis of such person's ability to pay for such services or because payment for the health services provided to such person will be made under the insurance program established under part A or B of Title XVIII of the Social Security Act or under a State plan for medical assistance approved under Title XIX of such Act and 5) that the practitioner agree to accept an assignment under section 1842(b)(3)(B)(ii) of such Act for all services for which payment may be made under part B of Title XVIII and under Title XIX or Title XXI (State Children's Health Insurance Program Nevada Check-Up) of such Act.
- 7. "Practice Obligation" is the Participant's obligation to provide the Obligated Service at the Rural Site for the Obligated Contractual Period in a field that corresponds to the Participant's training and/or discipline. The Annual Award Amount will be paid to Participants, in a lump sum payment on the first day of each year of the Participant's Practice Obligation., in addition to any other salary, benefits or other compensation the practitioner may receive as part of an employment arrangement with a Rural Site.
- **8.** "**Professional Qualifications**" means evidence of a Program Applicant's professional qualifications and competence to practice in a designated high need service area in Nevada as set by the program. Qualifications may include:
 - **a.** Board prepared (board eligible or board certified) in his/her medical specialty as stated in the application;
 - **b.** Licensure granted under the provisions of the Nevada State Board of Medical Examiners or other State regulator;
 - c. Degree or certification granted from an accredited college or university;
 - **d.** Unusual breadth of clinical skills acquired during residency and/or professional training or later which would be of special value in a high need primary care service area, as documented by copies of training records which may be submitted with the application (for example, family practitioners with special training in obstetrics);
 - **e.** Notable professional achievements during residencies or afterwards, of special value in high need primary care service areas, as documented by residency supervisors or professional peers;
 - **f.** Evidence of unusual professional competence for high need primary care service area practice received from department heads, supervisors, program directors, hospital administrators, etc. during residency or later, as submitted with the application; and

- **g.** References from superiors about the Program Applicants' exceptional clinical or personal competence during residency or post-residency practice, especially if in a Health Professions Shortage Area or Medically Underserved Area.
- 9. "Program Applicants" means those practitioners currently in qualified primary care residencies and/or those practitioners meeting licensure standards in Nevada who have completed a qualified primary care residency (or equivalent training in osteopathy), and Allied Health practitioners (as defined on page one of this document) who wish to apply for the PRHSLRP. Physicians meeting the requirements for limited licensure and granted such under provisions of the amended law NRS 630.164 (See Appendix 1) will be considered eligible for application to the program. A practitioner (as defined on page one of this document) is ineligible to participate in the PRHSLRP if they have breached a health professions service obligation to the federal government, state government or local government entity.
- 10. "Qualifying Loans" means those loans eligible for repayment by the program. The program will pay the practitioner for the principle, reasonable interest and related expenses (such as the required insurance premiums on the unpaid balances of some loans) of qualified Government (Federal, State, and Local) and commercial educational loans obtained by the practitioner for:
 - **a.** Health or qualified professions school tuition expenses;
 - **b.** Other Reasonable Educational Expenses required by the professional school, including fees, books, and laboratory expenses, incurred by the practitioner; and
 - **c.** Reasonable Living Expenses, as determined by the program.

Professional schools that make direct loans to their students are considered commercial lenders for the purposes of this program.

- 11. "Reasonable Educational Expenses" are the costs of the professional's education, exclusive of tuition, which are considered by the program practitioner's school to be required by the school's degree program, such as fees, books, supplies, educational equipment and materials, which were part of the estimated standard student budget of the school in which the practitioner was enrolled.
- 12. "Reasonable Living Expenses" are the costs of room and board, transportation and commuting costs, and other costs incurred during an individual's attendance at a health professional school, as estimated each year by the school as part of the school's standard student budget.
- **13.** "Rural" means the following counties and cities at a minimum 60 miles from Reno, NV: Washoe, Lyon, Churchill, Pershing, Lander, Eureka, Elko, White Pine, Mineral, Esmerelda, Humboldt, and Tonopah.

14. "Rural Site" means a public or nonprofit private entity providing Obligated Services located in a Rural area and in a current federally designated HPSA that is appropriate for their discipline. Employment at a Rural Site must be preapproved by OSIT.

APPENDIX 1

NRS 630.264 Restricted license to practice medicine in medically underserved area of county.

- 1. A board of county commissioners may petition the Board of Medical Examiners to waive the requirements of paragraph (d) of subsection 2 of NRS 630.160 for any applicant intending to practice medicine in a medically underserved area of that county as that term is defined by regulation by the Board of Medical Examiners. The Board of Medical Examiners may waive that requirement and issue a license if the applicant:
- (a) Has completed at least 1 year of training as a resident in the United States or Canada in a program approved by the Board, the Accreditation Council for Graduate Medical Education or the Coordinating Council of Medical Education of the Canadian Medical Association, respectively;
- (b) Has a minimum of 5 years of practical medical experience as a licensed allopathic physician or such other equivalent training as the Board deems appropriate; and
 - (c) Meets all other conditions and requirements for a license to practice medicine.
- 2. Any person licensed pursuant to subsection 1 must be issued a license to practice medicine in this State restricted to practice in the medically underserved area of the county which petitioned for the waiver only. A person may apply to the Board of Medical Examiners for renewal of that restricted license every 2 years after being licensed.
- 3. Any person holding a restricted license pursuant to subsection 1 who completes 3 years of full-time practice under the restricted license may apply to the Board for an unrestricted license. In considering an application for an unrestricted license pursuant to this subsection, the Board shall require the applicant to meet all statutory requirements for licensure in effect at the time of application except the requirements of paragraph (d) of subsection 2 of NRS 630.160.

(Added to NRS by <u>1987</u>, <u>1672</u>; A <u>1989</u>, <u>417</u>, <u>1967</u>; <u>1991</u>, <u>1885</u>; <u>1993</u>, <u>2299</u>; <u>2001</u>, <u>762</u>; <u>2003</u>, <u>1887</u>)—(Substituted in revision for NRS 630.164)

ACKNOWLEDGEMENT OF RECEIPT OF POLICY GUIDANCE DOCUMENT

Ih PRHSLRP Policy Guidance Document	ereby acknowledge receipt of the
C	s the way in which I must conduct myself and my nal Period during the PRHSLRP program and agree
Participant Signature	Date
For the Nevada Governor's Office of Science, Innovation and Technology	Date