Certification Page
Regular and Emergency Rules

Revised May 2014

☐ **Emergency Rules** *(After completing all of Sections 1 and 2, proceed to Section 5 below)* ☑ **Regular Rules**

1. General Information

a. Agency/Board Name Livestock Board		
b. Agency/Board Address 1934 Wyott Drive	c. City Cheyenne	d. Zip Code 82002
e. Name of Contact Person Dr. Jim Logan, DVM, State Veterinarian	f. Contact Telephone Number 307-777-6443	
g. Contact Email Address jim.logan@wyo.gov	h. Adoption Date April 7, 2015	
i. Program General Agency, Board or Commission Rules		

2. Rule Type and Information: For each chapter listed, indicate if the rule is New, Amended, or Repealed.

If "New," provide the Enrolled Act numbers and years enacted:

c. Provide the Chapter Number, Short Title, and Rule Type of Each Chapter being Created/Amended/Repealed
(Please use the Additional Rule Information form for more than 10 chapters, and attach it to this certification)

Chapter Number:	Chapter Name:			
12	Rules and Regulation Governing Brucella Ovis Certification	☐ New	☑ Amended	☐ Repealed
23	Veterinary Loan Repayment Rules	☐ New	☑ Amended	☐ Repealed
16	Bison Designated as Wildlife	☐ New	☐ Amended	☑ Repealed
		☐ New	☐ Amended	☐ Repealed
		☐ New	☐ Amended	☐ Repealed
		☐ New	☐ Amended	☐ Repealed
		☐ New	☐ Amended	☐ Repealed
		☐ New	☐ Amended	☐ Repealed
		☐ New	☐ Amended	☐ Repealed
		☐ New	☐ Amended	☐ Repealed

d. ☑ The Statement of Reasons is attached to this certification.

e. If applicable, describe the **emergency** which requires promulgation of these rules without providing notice or an opportunity for a public hearing:

3. State Government Notice of Intended Rulemaking

a. Date on which the Notice of Intent containing all of the information required by W.S. 16-3-103(a) was filed with the **Secretary of State**:	January 6, 2015
b. Date on which the Notice of Intent and proposed rules in strike and underscore format and a clean copy were provided to the **Legislative Service Office**:	January 6, 2015
c. Date on which the Notice of Intent and proposed rules in strike and underscore format and a clean copy were provided to the **Attorney General**:	January 6, 2015

4. Public Notice of Intended Rulemaking

a. Notice was mailed 45 days in advance to all persons who made a timely request for advance notice. ☑ Yes ☐ No ☐ N/A

b. A public hearing was held on the proposed rules. ☐ Yes ☑ No

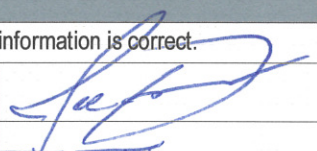
If "Yes:"	Date:	Time:	City:	Location:

5. Final Filing of Rules

a. Date on which the Certification Page with original signatures and final rules were sent to the **Attorney General's Office for the Governor's signature**:	4-13-15
b. Date on which final rules were sent to the **Legislative Service Office:**	4-13-15
c. Date on which a PDF of the final rules was electronically sent to the **Secretary of State**:	4-13-15

6. Agency/Board Certification

The undersigned certifies that the foregoing information is correct.

Signature of Authorized Individual *(Blue ink as per Rules on Rules, Section 7)*	
Printed Name of Signatory	Joe Thomas
Signatory Title	Board President
Date of Signature	4/7/15

7. Governor's Certification

I have reviewed these rules and determined that they:

1. Are within the scope of the statutory authority delegated to the adopting agency;
2. Appear to be within the scope of the legislative purpose of the statutory authority; and, if emergency rules,
3. Are necessary and that I concur in the finding that they are an emergency.

Therefore, I approve the same.

Governor's Signature	
Date of Signature	

Attorney General: 1. Statement of Reasons; 2. Original Certification Page; 3. Summary of Comments (regular rules); 4. Hard copy of rules: clean and strike/underscore; and 5. Memo to Governor documenting emergency (for emergency rules only).

LSO: 1. Statement of Reasons; 2. Copy of Certification Page; 3. Summary of Comments (regular rules); 4. Hard copy of rules: clean and strike/underscore; 5. Electronic copy of rules (PDFs) emailed to Criss.Carlson@wyoleg.gov: clean and strike/underscore; and 6. Memo to Governor documenting emergency (for emergency rules only).

SOS: 1. PDF of clean copy of rules; and 2. Hard copy of Certification Page as delivered by the AG.

Statement of Reasons
Chapter 12 Rules and Regulation Governing Brucella Ovis Certification

The Wyoming Livestock Board (WLSB) is proposing amendments to the Chapter 12 rule governing Brucella ovis free flock certification. Brucella ovis is a bacteria which causes "Ram Epididymitis" and infertility, and which can also cause infertility in ewes. Wyoming has many test positive rams reported every year. Many states, including Wyoming, require a negative Brucella ovis test prior to importation of rams. Most ram sales require a negative test for consignment. An alternative to 30-day testing is for rams to originate from a Brucella ovis "certified free flock." This certification program has been in effect for many years and has been successful.

The amendments/revisions to the rule are intended to update the certification protocols to utilize recent scientific findings so that the rule is scientifically sound for the purpose of assuring that "certified free flocks are truly free of the disease."

Statement of Reasons for Rescinding
Chapter 16 Rules Regarding Bison Designated as Wildlife

The Wyoming Livestock Board (WLSB) is proposing to repeal its Chapter 16 Rules regarding Bison Designated As Wildlife. The primary reason for repealing these rules is because the Wyoming Game and Fish Commission (WGFC) and the WLSB already have a very similar joint rule, Chapter 41 Bison Designated As Wildlife, which was recently revised. There is no need for each agency to have a separate rule that addresses the same issues. The WGFC/WLSB joint rule Chapter 41 should supersede the WLSB Chapter 16 rule.

Statement of Reasons
Veterinary Loan Repayment

The Wyoming Livestock Board is proposing to amend the Chapter 23 Veterinary Loan Repayment Rules to better clarify the process for determining "areas of need" or "veterinarian shortage areas." These changes will provide uniformity between the terminology in the rules, and the contract between the veterinarian and the Board. The changes will better clarify the responsibility of the veterinarian to provide a report to the Board, accounting for the volume/quantity of food animal services rendered, and will establish licensure and accreditation requirements for veterinarians who receive loan repayment assistance.

CHAPTER 12

RULES AND REGULATION GOVERNING BRUCELLA OVIS CERTIFICATION

Section 1. Authority.

Pursuant to the authority vested in the Wyoming Livestock Board by virtue of W.S. 11-18-103, the following rules and regulations are hereby promulgated.

Section 2. Purpose.

These rules and regulations are adopted to establish a voluntary Brucella ovis certification program for ovine in the state of Wyoming to assist in preventing the spread of Brucella ovis.

Section 3. Definitions.

(a) "Brucella ovis exposed ram" means any test negative or untested test eligible ram which has been in contact with an ELISA positive ram during the last forty five (45) days.

(b) "ELISA test" means the enzyme-linked immunoassay test.

(c) "Official Individual Identification" means any official identification device conforming to the National Uniform Eartagging System, National Scrapie Eradication Program Identification Requirements, National Animal Disease Traceability Rule Identification Requirements, or other identification approved by the Wyoming Livestock Board.

(d) "Test eligible ram" means any ram over six (6) months of age.

Section 4. Certification Requirements.

(a) The Wyoming Livestock Board will certify a flock as Brucella ovis free for one year when all test eligible rams have passed two consecutive negative serology tests forty five (45) to one hundred twenty (120) days apart.

(b) All official test samples shall be collected by a licensed and accredited veterinarian, or a veterinary technician working under the supervision of a Wyoming licensed and accredited veterinarian. The blood samples shall be submitted to an approved laboratory for testing. Official Individual Identification of the rams tested shall be recorded on the test chart and shall accompany the blood samples to the laboratory.

(c) Renewal of a Brucella ovis free certificate will require that all test eligible rams in the herd be tested negative annually.

(d) Flock owners must apply for renewal of their Brucella ovis free flock certification by submitting the required annual test results to the Wyoming Livestock Board office.

Section 5. Disposition of test-positive and exposed rams.

(a) No Brucella ovis exposed rams may be sold for breeding purposes until they have tested negative on an ELISA test not less than forty five (45) days after the last contact with an infected ram.

(b) No Brucella ovis infected ram may be sold for breeding purposes within the state of Wyoming.

CHAPTER 12

RULES AND REGULATION GOVERNING BRUCELLA OVIS CERTIFICATION

Section 1. Authority

Pursuant to the authority vested in the Wyoming Livestock Board by virtue of W.S. 11-18-103~~(v), Wyoming Statutes 1977~~, the following rules and regulations are hereby promulgated.

Section 2. Purpose

These rules and regulations are adopted to establish a voluntary ~~brucella~~Brucella ovis certification program for ovine in the ~~State~~state of Wyoming ~~and~~ to assist in preventing the spread of Brucella ovis ~~within the State of Wyoming~~.

Section 3. ~~Definition~~Definitions

(a) "Individual identification" means a metal ear tag with nine alpha numeric characters conforming to the National Uniform Eartagging system, national scrapie eradication program identification requirements, national animal disease traceability rule identification requirements, or other identification approved by the Wyoming Livestock Board.

(b) "ELISA test" means the enzyme-linked immunoassay test.

(c) "Test eligible ram" means any ram over ~~nine~~six (6) months of age.

(d) "Brucella ovis exposed ram" means any test negative or untested test eligible ram which has been in contact with an ELISA positive ram during the last ~~30~~forty five (45) days.

Section 4. Certification Requirements. For the purpose of implementing this certification program, the following requirements shall apply:

(a) The Wyoming Livestock Board will certify a flock as Brucella ovis free for one year when all test eligible rams have passed two consecutive negative serology tests forty five (45) to one hundred twenty (120) days apart.

(b) ~~No Brucella ovis exposed or infected rams may be sold for breeding purposes within the State of Wyoming.~~

~~(c)~~ All official ~~tests~~test samples must be ~~done~~collected by a licensed and accredited veterinarian, or a veterinary technician working under the supervision of a Wyoming licensed and accredited veterinarian. The blood samples must be submitted to an approved laboratory for testing. Individual identification of the rams tested must be recorded on the test chart and accompany the blood samples to the laboratory.

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(~~d~~c) Renewal of a Brucella ovis free certificate will require that all test eligible rams in the herd be ~~annually~~ tested negative annually.

(d) Flock owners must apply for renewal of their Brucella ovis free flock certification by submitting the required annual test results to the Wyoming Livestock Board office.

Section 5. Disposition of test-positive and exposed rams

(a) No Brucella ovis exposed rams may be sold for breeding purposes until they have tested negative on an ELISA test not less than forty five (45) days after the last contact with an infected ram.

(b) No Brucella ovis infected ram may be sold for breeding purposes within the state of Wyoming.

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CHAPTER 16 RULES BISON DESIGNATED AS WILDLIFE

Section 1. **Authority to Create Rules**.

(a) This rule is promulgated by authority of W.S. 23-1-302, §11-6-302, §11-18-103, §11-20-101, and §11-20-202. Section 2. **Rule Creation and Effective Date**.

(a) The Wyoming Game and Fish Commission and the Wyoming Livestock Board adopt the following rule governing the designation of wild bison as wildlife. This rule shall remain in effect until modified or repealed by the Wyoming Game and Fish Commission and Wyoming Livestock Board.

Section 3. **Definitions used in Rule**.

(a) For the purpose of this rule, definitions shall be as set forth in Title 23 and Title 11, Wyoming Statutes, and the Wyoming Game and Fish Commission and Wyoming Livestock Board shall also adopt the following definitions:

(i) "Absaroka wild bison management area" means all lands in Park, Hot Springs, Fremont and Teton Counties east of the Continental Divide, excluding lands administered by the Wind River Indian Reservation.

(ii) "Board means the Wyoming Livestock Board" whose current address is 2020 Carey Avenue, 4th Floor, Cheyenne, WY 82002-0051.

(iii) "Board approved individual identification" means a permanent silver metal USDA/APHIS/VS ear tag, or a permanent orange, metal USDA/APHIS/VS Brucellosis Vaccination tag, or a permanent green, metal USDA/Wyoming tag placed in the right ear of the bison.

(iv) "Commission" means the Wyoming Game and Fish Commission whose current address is 3030 Energy Lane, Casper, WY 82604.

(v) "Jackson wild bison herd area" means all lands in Lincoln, Sublette and Teton Counties west of the Continental Divide, excluding Grand Teton National Park, Yellowstone National Park and the National Elk Refuge.

(vi) "Privately owned" means the person claiming ownership of the bison shall exhibit, upon demand, documentation of proof of ownership that meets the approval of a representative of the Board.

(vii) "Wild bison" means any bison that is found in the Absaroka wild bison management area or Jackson wild bison herd area that is not a privately owned bison.

Section 4. **Bison Designated As Wildlife**.

(a) Wild bison found in the Absaroka wild bison management area and Jackson wild bison herd area are hereby designated as wildlife.

Section 5. **Bison Designated as Privately Owned**.

(a) All bison in the State, excluding wild bison found in the Absaroka wild bison management area and the Jackson wild bison herd area, are hereby designated as privately owned or bison running at large.

Section 6. **Removal of Privately Owned Bison**.

(a) Any privately owned bison, as determined by the Board or its designee, found to be running at large outside the geographic area described as the Absaroka wild bison management area or the Jackson wild bison herd area shall be removed by the owner within forty-eight (48) hours of a request from the Board or its designee. If the Board or its designee is unable to determine ownership, the Board or its designee may immediately destroy such bison.

(b) Any privately owned bison, as determined by the Board or its designee, found to be running at large within the geographic area described as the Absaroka wild bison management area or the Jackson wild bison management herd area shall be removed by the owner within forty-eight (48) hours of a request from the Board or its designee. If the privately owned bison is suspected of having been exposed to wild bison infected with Brucellosis, the owner shall remove and quarantine the privately owned bison within forty-eight (48) hours of a request from the Board or its designee. The owner shall quarantine the bison away from all other bison or livestock until such time as the bison is determined to be Brucellosis free. If the Board or its designee is unable to determine ownership of the bison or the owner fails to remove a privately owned bison running at large within forty-eight hours (48) of a request from the Board or its designee, the Board or its designee may be destroy the bison.

Section 7. **Marking of Privately Owned Bison**.

(a) It shall be the responsibility of the owner of privately owned bison found in the geographic area described as the Absaroka wild bison management area and the Jackson wild bison herd area to identify the bison with Board approved individual identification.

Section 8. **Removal of Wild Bison within the Absaroka Wild Bison Management Area and the Jackson Wild Bison Herd Area**.

(a) If a wild bison poses a health threat to livestock as determined by the Board or its designee, the Board or its designee may order the Department to remove the wild bison immediately. The order may be in verbal form, but in all cases the Board or its designee shall forward the order in written form to the Department within twenty-four (24) hours of giving the Department the verbal order.

(b) If a wild bison poses an immediate threat to public safety or threatens improvements on private or public lands as determined by the Department, the wild bison may be removed by the Department.

(c) In the event a person claiming ownership of a bison shall, by written declaration, preclude the Department from complying with subsections (a) or (b) of this section, the person claiming ownership shall provide proof the bison is privately owned. When such proof is provided, the person claiming ownership shall comply with Section 7 of this rule within twenty-four (24) hours immediately following verification of ownership.

(d) If a wild bison does not pose a health threat to domestic livestock as determined by the Board or its designee or does not pose an immediate threat to public safety or improvements as determined by the Department, the bison may be removed by the Department or its designee in accordance with Wyoming Game and Fish Commission Rule Chapter 15, Wild Bison Recreational Hunting Season.

Section 9. **Repeal of Rule**.

(a) Either the Commission or the Board may repeal this rule upon ninety (90) days written notice to the other party.

Section 10. **Savings Clause**.

(a) If any provision of this rule is held to be illegal or unconstitutional, such a ruling shall not affect other provisions of this rule that can be given effect without the illegal or unconstitutional provision; and, to this end, the provisions of this rule are severable.

CHAPTER 16 RULES BISON DESIGNATED AS WILDLIFE

Section 1. **Authority to Create Rules**.

(a) This rule is promulgated by authority of W.S. 23-1-302, '11-6-302, '11-18-103, '11-20-101, and '11-20-202.

Section 2. **Rule Creation and Effective Date**.

(a) The Wyoming Game and Fish Commission and the Wyoming Livestock Board adopt the following rule governing the designation of wild bison as wildlife. This rule shall remain in effect until modified or repealed by the Wyoming Game and Fish Commission and Wyoming Livestock Board.

Section 3. **Definitions used in Rule**.

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(i) "Absaroka wild bison management area" means all lands in Park, Hot Springs, Fremont and Teton Counties east of the Continental Divide, excluding lands administered by the Wind River Indian Reservation.

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(vi) "Privately-owned" means the person claiming ownership of the bison shall exhibit, upon demand, documentation of proof of ownership that meets the approval of a representative of the Board.

(vii) "Wild bison" means any bison that is found in the Absaroka wild bison management area or Jackson wild bison herd area that is not a privately-owned bison.

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~~(a) If a wild bison poses a health threat to livestock as determined by the Board or its designee, the Board or its designee may order the Department to remove the wild bison immediately. The order may be in verbal form, but in all cases the Board or its designee shall forward the order in written form to the Department within twenty-four (24) hours of giving the Department the verbal order.~~

~~(b) If a wild bison poses an immediate threat to public safety or threatens improvements on private or public lands as determined by the Department, the wild bison may be removed by the Department.~~

~~(c) In the event a person claiming ownership of a bison shall, by written declaration, preclude the Department from complying with subsections (a) or (b) of this section, the person claiming ownership shall provide proof the bison is privately owned. When such proof is provided, the person claiming ownership shall comply with Section 7 of this rule within twenty-four (24) hours immediately following verification of ownership.~~

~~(d) If a wild bison does not pose a health threat to domestic livestock as determined by the Board or its designee or does not pose an immediate threat to public safety or improvements as determined by the Department, the bison may be removed by the Department or its designee in accordance with Wyoming Game and Fish Commission Rule Chapter 15, Wild Bison Recreational Hunting Season.~~

~~Section 9. **Repeal of Rule**.~~

~~(a) Either the Commission or the Board may repeal this rule upon ninety (90) days written notice to the other party.~~

~~Section 10. **Savings Clause**~~.

~~(a) If any provision of this rule is held to be illegal or unconstitutional, such a ruling shall not affect other provisions of this rule that can be given effect without the illegal or unconstitutional provision; and, to this end, the provisions of this rule are severable.~~

Chapter 23
Wyoming Livestock Board Rules
Veterinary Loan Repayment Rules

Section 1. Authority

(i) Pursuant to W.S. 11-18-119(b), these rules are promulgated by the Wyoming Livestock Board, in consultation with the Wyoming Veterinary Medical Association and the Wyoming Board of Veterinary Medicine.

Section 2. Purpose and Applicability

(i) These rules implement and describe generally the Veterinary Loan Repayment Program ("Program") (W.S. 11-18-119).

Section 3. Severability

(i) If any portion of these rules is found to be invalid or unenforceable, the remainder shall continue in effect.

Section 4. Definitions

(a) "Application" means a completed application for a Loan Repayment Grant submitted to the Board.

(b) "Approved Area" means a geographic area or a community in Wyoming which is underserved and in need of Food Animal Veterinary Services. Approved Areas are developed by the Board after it has assessed the Food Animal Veterinary Service needs of the state by geographic area in consultation with the Wyoming Board of Veterinary Medicine and the Wyoming Veterinary Medical Association. The Board shall create a list of Approved Areas. The Board may designate any or all areas of the state as an Approved Area. A copy of the list of Approved Areas may be requested by contacting the Board's office in Cheyenne.

(c) "Board" means the Wyoming Livestock Board.

(d) "Contract Agreement" means a legally enforceable contract between the Board, the Grantee, and the Sponsor, which describes their responsibilities and duties. A sample Contract Agreement may be requested by contacting the Board's office in Cheyenne.

(e) "Educational Expenses" mean the total Outstanding Educational Loans the Applicant or Grantee has acquired as a direct result of undergraduate or postgraduate educational training directly related to providing Food Animal Veterinary Services.

(f) "Food Animal" means cattle, sheep, swine, or goats.

(g) "Food Animal Veterinary Services" means the provision of veterinary services for food animals including, but not limited to, herd health, disease diagnosis, prevention and treatment, and obstetrics.

(h) "Grantee" means an Applicant that has been selected by the Board to receive a Loan Repayment Grant pursuant to W.S. 11-18-119.

(i) "Loan Repayment Grant" means a grant of funds awarded by the Board that must be used by a Grantee to pay his Educational Expenses in exchange for performing Food Animal Veterinary Services in an Approved Area for a minimum of three (3) years. Seventy five percent (75%) of the Loan Repayment Grant shall be paid by the Board in accordance with the Program requirements and twenty five percent (25%) of the Loan Repayment Grant shall be paid with matching funds provided by a Sponsor.

(j) "Outstanding Educational Loans" mean an outstanding educational loan made by a bank, credit union, savings and loan association, insurance company, school, or credit institution, or a government loan made by a federal, state, county, or city agency that was accepted by an Applicant or Grantee to pay for his undergraduate or postgraduate educational training directly related to providing Food Animal Veterinary Services.

(k) "Sponsor" means any city, county, veterinary clinic, animal care facility, state agency, university, laboratory, veterinary association, or combination thereof that provides twenty five percent (25%) matching funds for a Grantee's Loan Repayment Grant.

(l) "Veterinarian" means an individual who has graduated from a school of veterinary medicine and who is licensed to practice in the State of Wyoming.

Section 5. Veterinary Loan Repayment Grant-Generally

(a) The Board may provide a Loan Repayment Grant to pay up to one hundred percent (100%) of a Grantee's Educational Expenses in exchange for the Grantee performing Food Animal Veterinary Services for a minimum of three (3) years in an Approved Area. No credit shall be provided for any years in which the Grantee performed Food Animal Veterinary Services in an Approved Area prior to being selected as a Grantee and executing a Contract Agreement with the Board.

(b) In no event shall the Board provide a Loan Repayment Grant to a Grantee in excess of thirty thousand dollars ($30,000.00) per year including twenty five percent (25%) matching funds.

(c) No state monies shall be expended for a Loan Repayment Grant unless twenty five percent (25%) of the Loan Repayment Grant is matched by money from a Sponsor.

(d) The Board shall only disburse Loan Repayment Grant monies directly to the Grantee. The Grantee shall then use the entire Loan Repayment Grant to repay his Educational Expenses. If the Grantee fails to use any portion of the Loan Repayment Grant to repay his Educational

Expenses, or the Grantee uses any portion of the Loan Repayment Grant for other purposes, then the Contract Agreement may be terminated by the Board and the Grantee shall repay to the Board the entire amount of the disbursed Loan Repayment Grant. The Grantee shall also pay and reimburse all costs and expenses incurred in the collection of the disbursed Loan Repayment Grant monies, including attorneys' fees.

(e) The Contract Agreement shall specify how the Loan Repayment Grant will be disbursed to the Grantee throughout each year.

(f) The Board shall not begin disbursing any portion of the Loan Repayment Grant until six (6) months after the Grantee, the Board, and the Sponsor have entered into a Contract Agreement, the twenty five percent (25%) cash match has been deposited with the Board, and the Grantee has performed Food Animal Veterinary Services for at least six (6) months in an Approved Area designated by the Board.

Section 6. Application Process/Eligibility

(a) The Applicant shall apply for a Loan Repayment Grant by completing an application which has been approved by the Board. An application may be requested by contacting the Board's office in Cheyenne. The application shall be filed with the Board's office in Cheyenne.

(b) The Applicant must be a United States citizen or permanent resident.

(c) The Applicant shall supply all supporting documentation required by the Board as part of the application process including, but not limited to, all information documenting his Educational Expenses.

(d) At the time of the application, the Applicant must agree to perform Food Animal Veterinary Services in an Approved Area for a minimum of three (3) years.

(e) An Applicant who is in default of his loan repayment obligations at the time of filing his application with the Board is ineligible to receive a Loan Repayment Grant.

(f) At the time of filing his application, the Applicant must identify the Sponsor or Sponsors who have committed to provide required matching funds.

Section 7. Grantee Selection Process

(a) The Board shall select Grantees based on the following criteria:

(i) The severity of the Food Animal Veterinary Services shortage in the Approved Area where the Applicant agrees to perform Food Animal Veterinary Services;

(ii) The total percentage of Food Animal Veterinary Services the Applicant performs or will perform in the Approved Area;

(iii) The Educational Expenses of the Applicant; and

(iv) Whether the Applicant has a commitment from a Sponsor or Sponsors who will provide the twenty five percent (25%) matching funds. It is the sole responsibility of the Applicant to get a commitment from a Sponsor to provide the matching funds.

(b) The Board may give priority, when practicable, to Applicants who attended the University of Wyoming or a Wyoming community college.

(c) The selection of Grantees is at the sole discretion of the Board.

(d) The total amount of the Loan Repayment Grant is at the sole discretion of the Board contingent on available funding, but shall never exceed thirty thousand dollars ($30,000.00) per year.

(e) Following the Grantee selection process, the Grantee and Sponsor will be required to execute a Contract Agreement with the Board which describes the parties' responsibilities and duties. If the Sponsor or Grantee breaches any provision of the Contract Agreement, the Board may terminate the Contract Agreement and seek all remedies available to it.

Section 8. Loan Repayment Grant Administration

(a) A Grantee or Sponsor shall provide information required by the Board to administer the Program.

(b) The Loan Repayment Grant shall be administrated through the fiscal office of the Board.

(c) The Loan Repayment Grant shall be disbursed to the Grantee in accordance with the Contract Agreement.

(d) There must be a twenty five percent (25%) cash match of the annual Loan Repayment Grant awarded to a Grantee deposited with the Board before the Board may disburse the annual Loan Repayment Grant to a Grantee. For example, if the Board awards an annual Loan Repayment Grant of ten thousand dollars ($10,000.00) to a Grantee, it is required that matching funds in the amount of two thousand five hundred dollars ($2,500.00) be deposited with the fiscal office of the Board. In this example, the Board is only responsible for seven thousand five hundred dollars ($7,500.00), with the remaining two thousand five hundred dollars ($2,500.00) of the Loan Repayment Grant provided by the Sponsor as matching funds.

(e) Matching funds are the sole responsibility of the Grantee and the Sponsor. Further, it is the sole responsibility of the Grantee and the Sponsor to ensure that the twenty five percent (25%) matching funds are deposited with the Board each year prior to Annual Loan Repayment Grant disbursement to the Grantee. The Board's fiscal officer shall annually invoice the Sponsor for the amount of the required Sponsor matching funds.

Section 9. Service Obligation Breach

(a) A Grantee who fails to complete the Food Animal Veterinary Service obligations as stated in the Contract Agreement shall:

(i) Repay the total amount of the disbursed Loan Repayment Grant according to a schedule established by the Contract Agreement; and

(ii) Pay all costs and expenses incurred in collection of the disbursed Loan Repayment Grant, including attorneys' fees.

(b) The Board may waive, in full or in part, its right to repayment if the Board determines that the Grantee's breach of the Contract Agreement, or failure to comply with any term of the Contract Agreement, was due to circumstances beyond the Grantee's control.

Section 10. Release of Recipient from Service Obligation

(a) The Board may cancel or release, in full or in part, a Grantee from his obligation if:

(i) The Grantee becomes disabled to a degree that prevents the practice of Food Animal Veterinary Services; or

(ii) The Grantee dies.

Section 11. Reporting Requirements

(i) Upon request by the Board, a Grantee shall provide to the Board any and all information regarding the volume/quantity of Food Animal Veterinary Services performed by the Grantee as required by the Contractual Agreement.

Section 12. Licensure and Accreditation Requirements

(a) The Grantee shall maintain a current and valid license to practice veterinary medicine in the State of Wyoming during the term of the Contract Agreement.

(b) The Grantee shall maintain veterinary accreditation with the United States Department of Agriculture Animal and Plant Health Inspection Services during the term of the Contract Agreement.

Chapter 23
Wyoming Livestock Board Rules
Veterinary Loan Repayment Rules

Section 1. Authority

(i) Pursuant to W.S. 11-18-119(b), these rules are promulgated by the Wyoming Livestock Board, in consultation with the Wyoming Veterinary Medical Association and the Wyoming Board of Veterinary Medicine.

Section 2. Purpose and Applicability

(i) These rules implement and describe generally the Veterinary Loan Repayment Program ("Program") (W.S. 11-18-119).

Section 3. Severability

(i) If any portion of these rules is found to be invalid or unenforceable, the remainder shall continue in effect.

Section 4. Definitions

(a) ~~"Applicant~~"Application" means a ~~Veterinarian who has submitted a~~ completed application for a Loan Repayment Grant submitted to the Board.

(b) "Approved Area" means a geographic area or a community ~~of the state of~~in Wyoming which is underserved and ~~is~~ in need of Food Animal Veterinary Services. ~~These~~ Approved Areas are developed by the Board after it has assessed the Food Animal Veterinary Service needs of the state by geographic area in consultation with the Wyoming Board of Veterinary Medicine and the Wyoming Veterinary Medical Association. The Board ~~is required to~~shall create a list of Approved Areas. The Board may designate any or all areas of the state as an Approved Area. A copy of the list of Approved Areas may be requested by contacting the Board's office in Cheyenne.

~~(c)~~
(c) "Board" means the Wyoming Livestock Board.

(d) "Contract Agreement" means a legally enforceable contract between the Board, the ~~Recipient~~Grantee, and the Sponsor, which describes ~~the~~their responsibilities and duties ~~of the Board, the Recipient and the Sponsor.~~ A sample Contract Agreement may be requested by contacting the ~~Boards'~~Board's office in Cheyenne.

~~(d) "Board" means the Wyoming Livestock Board.~~

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(e) "Educational Expenses" mean the total Outstanding Educational Loans the ~~Recipient~~Applicant or Grantee has acquired as a direct result of undergraduate or postgraduate educational training directly related to providing Food Animal Veterinary Services.

~~(f) "Outstanding Educational Loans" mean an outstanding educational loan made by a bank, credit union, savings and loan association, insurance company, school, or credit institution or a government loan made by a federal, state, county, or city agency that was taken by a Recipient to pay for his undergraduate or postgraduate educational training directly related to providing Food Animal Veterinary Services.~~

~~(g) "Food Animal" means cattle, sheep, swine or goats.~~

~~(h~~
(f) "Food Animal" means cattle, sheep, swine, or goats.

(g) "Food Animal Veterinary Services" means the provision of veterinary services for ~~cattle, sheep, swine and goats~~food animals including, but not limited to, herd health ~~including~~, disease diagnosis, prevention and treatment, and obstetrics.

(h) "Grantee" means an Applicant that has been selected by the Board to receive a Loan Repayment Grant pursuant to W.S. 11-18-119.

(i) "Loan Repayment Grant" means a grant of funds awarded by the Board that must be used by a ~~Recipient~~Grantee to pay his Educational Expenses in exchange for performing Food Animal Veterinary Services in an Approved Area ~~designated by the Board~~ for a minimum of three (3) years. Seventy five percent (75%) of the Loan Repayment Grant shall be paid by the Board in accordance with the Program requirements and twenty five percent (25%) of the Loan Repayment Grant shall be paid with matching funds provided by a Sponsor.

~~(j) "Recipient" means an Applicant that has been selected by the Board to receive a Loan Repayment Grant pursuant to this Act.~~

(j) "Outstanding Educational Loans" mean an outstanding educational loan made by a bank, credit union, savings and loan association, insurance company, school, or credit institution, or a government loan made by a federal, state, county, or city agency that was accepted by an Applicant or Grantee to pay for his undergraduate or postgraduate educational training directly related to providing Food Animal Veterinary Services.

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(k) "Sponsor" means any city, county, veterinary clinic, animal care facility, state agency, university, laboratory, veterinary association, or combination thereof that provides the twenty five percent (25%) matching funds for a Recipient's Grantee's Loan Repayment Grant.

(l) "This Act" means W.S. 11-18-119.

(m) "Veterinarian" means an individual who has graduated from an accredited a school of veterinary medicine and who is licensed and accredited to practice in the State of Wyoming.

Section 5. Veterinary Loan Repayment Grant - Generally.

(a) The Board may provide a Loan Repayment Grant to pay up to one hundred percent (100%) of a Recipient's Grantee's Educational Expenses in exchange for the Recipient Grantee performing Food Animal Veterinary Services for a minimum of three (3) years in an Approved Area designated by the Board. No years of service credit is shall be provided for the any years in which the Recipient Grantee performed Food Animal Veterinary Services in an Approved Area prior to being selected as a Recipient Grantee and executing a Contract Agreement with the Board.

(b) In no event shall the Board provide a Loan Repayment Grant to a Recipient Grantee in excess of thirty thousand dollars and no cents ($30,000.00) per year, which includes including twenty five percent (25%) matching funds provided by a Sponsor.

(c) No state monies shall be expended for a Loan Repayment Grant unless twenty five percent (25%) of the Loan Repayment Grant is matched by money from a Sponsor.

(d) The Board is shall only responsible to make a disburse Loan Repayment Grant monies directly to the Recipient Grantee. The Recipient is Grantee shall then required to use the entire Loan Repayment Grant to repay his Educational Expenses. If the Recipient Grantee fails to use any portion of the Loan Repayment Grant to repay his Educational Expenses, or the Grantee uses any portion of the Loan Repayment Grant for other purposes, then the Contract Agreement shall may be immediately terminated by the Board and the Recipient Grantee shall repay to the Board the entire amount of the disbursed Loan Repayment Grant that was used to pay anything other than his Educational Expenses. The Recipient Grantee shall also pay and reimburse all costs and expenses incurred in the collection of the disbursed Loan Repayment Grant monies, including attorneys' fees.

(e) The Contract Agreement shall describe specify how the Loan Repayment Grant will be disbursed to the Recipient Grantee throughout each year.

(f) The Board shall not begin disbursing any portion of the Loan Repayment Grant until six (6) months (6) after the Recipient Grantee, the Board, and the Sponsor have entered into a Contract Agreement, the twenty five percent (25%) cash match has been deposited with the

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Board, and the ~~Recipient~~Grantee has performed Food Animal Veterinary Services for at least six (6) months in an Approved Area designated by the Board.

Section 6. Application Process/Eligibility.

(a) The Applicant shall apply for a Loan Repayment Grant by completing an application which has been approved by the Board. An application may be requested by contacting the Board's office in Cheyenne. The application shall be filed with the Board's office in Cheyenne.

(b) The Applicant must be a United States citizen or permanent resident.

(c) The Applicant shall supply all supporting documentation required by the Board as part of the application process, including, but not limited to, all information documenting his Educational Expenses.

(d) At the time of the application, the Applicant must agree to perform Food Animal Veterinary Services in an Approved Area ~~designated by the Board~~ for a minimum of three (3) years.

(e) An Applicant who is in default of his loan repayment obligations at the time of filing his application with the Board is ineligible to ~~be selected as a Recipient of~~receive a Loan Repayment Grant.

(f) At the time of filing his application, the Applicant must identify the Sponsor or Sponsors who have committed to provide ~~the~~ required matching funds.

Section 7. ~~Recipient~~ Grantee Selection Process.

(a) The Board shall select ~~Recipients~~Grantees based on the following criteria:

(i) The severity of the Food Animal Veterinary Services shortage in the Approved Area where the Applicant agrees to perform Food Animal Veterinary Services;

(ii) The total percentage of Food Animal Veterinary Services the Applicant performs or will perform in the Approved Area;

(iii) The Educational Expenses of the Applicant; and

(iv) Whether the ~~Recipient~~Applicant has a commitment from a Sponsor or Sponsors ~~that~~who will provide the twenty five percent (25%) matching funds. It is the sole responsibility of the ~~Recipient~~Applicant to get a commitment from a Sponsor to provide the matching funds.

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(b) ~~The~~ The Board may give priority, when practicable, to Applicants who attended the University of Wyoming or a Wyoming community college.

(c) ~~The~~ The selection of ~~Recipients~~Grantees is at the sole discretion of the Board.

(d) ~~The~~ The total amount of the Loan Repayment Grant is at the sole discretion of the Board~~.~~ contingent on available funding, but shall never exceed thirty thousand dollars ($30,000.00) per year.

(e) ~~Following~~ Following the ~~Recipient~~Grantee selection process, the ~~Recipient~~Grantee and ~~the~~ Sponsor will be required to execute a Contract Agreement with the Board which describes the parties' responsibilities and duties. If the Sponsor or ~~Recipient~~Grantee breaches any provision of the Contract Agreement, the Board may terminate the Contract Agreement and seek all remedies available to it ~~pursuant to the Contract Agreement.~~

Section 8.~~-~~ Loan Repayment Grant Administration

(a) ~~A~~ A ~~Recipient~~Grantee or Sponsor shall provide information ~~as~~ required by the Board to administer the Program.

(b) ~~The~~ The Loan Repayment Grant ~~will~~shall be administrated through the fiscal office of the Board.

(c) The Loan Repayment Grant ~~will~~shall be disbursed to the ~~Recipient~~Grantee in accordance with the Contract Agreement.

(d)~~-~~ There must be a twenty five percent (25%) cash match of the annual Loan Repayment Grant awarded to a ~~Recipient~~Grantee deposited with the Board before the Board may disburse the annual Loan Repayment Grant to a ~~Recipient~~Grantee. For example, if the Board awards an annual Loan Repayment Grant of ten thousand dollars ~~and no cents~~ ($10,000.00) to a ~~Recipient~~Grantee, it is required that ~~the~~ matching funds in the amount of two thousand five hundred dollars ~~and no cents~~ ($2,500.00) ~~is~~be deposited with the fiscal office of the Board. In this example, the Board is only responsible for seven thousand five hundred dollars ~~and no cents~~ ($7,500.00~~) and~~), with the remaining two thousand five hundred dollars ~~and no cents~~ ($2,500.00) of the Loan Repayment Grant ~~shall be~~ provided by the Sponsor ~~with~~as matching funds.

(e) Matching funds are the sole responsibility of the ~~Recipient~~Grantee and the Sponsor. Further, it is the sole responsibility of the ~~Recipient~~Grantee and the Sponsor to ~~make sure~~ensure that the twenty five percent (25%) matching funds ~~is on deposit~~are deposited with the Board each year prior to ~~the Board disbursing the annual~~Annual Loan Repayment Grant ~~to~~disbursement to the Grantee. The Board's fiscal officer shall annually invoice the Sponsor for the ~~Recipient.~~ amount of the required Sponsor matching funds.

Section 9.~~-~~ Service Obligation Breach

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(a) A ~~Recipient under the Act~~Grantee who fails to complete the Food Animal Veterinary Service obligations as stated in the Contract Agreement shall:

(i) Repay the total amount of the disbursed Loan Repayment Grant according to a schedule established by the Contract Agreement; and

(ii) Pay all costs and expenses incurred in collection of the disbursed Loan Repayment Grant, including attorneys' fees.

(b) The Board may waive, in full or in part, its right to repayment if the Board determines that the ~~Recipient's~~Grantee's breach of the Contract Agreement, or failure to comply with any term of the Contract Agreement, was due to circumstances beyond the ~~Recipient's~~Grantee's control.

Section 10. Release of Recipient from Service Obligation

(a) The Board may cancel or release, in full or in part, a ~~Recipient~~Grantee from his obligation if:

(i) The ~~Recipient~~Grantee becomes disabled ~~preventing~~to a degree that prevents the practice of Food Animal Veterinary Services; or

(ii) The ~~Recipient~~Grantee dies.

Section 11. Reporting Requirements

(i) Upon request by the Board, a ~~Recipient is required to~~Grantee shall provide to the Board any and all information ~~which will assist~~regarding the ~~Board in administering~~volume/quantity of Food Animal Veterinary Services performed by the ~~Program.~~ Grantee as required by the Contractual Agreement.

Section 12. Licensure and Accreditation Requirements

(a) The Grantee shall maintain a current and valid license to practice veterinary medicine in the State of Wyoming during the term of the Contract Agreement.

(b) The Grantee shall maintain veterinary accreditation with the United States Department of Agriculture Animal and Plant Health Inspection Services during the term of the Contract Agreement.

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