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# Sierra County Behavioral Health

Lea Salas, Administrative Director  
Kathryn Hill, Clinical Director  
Robert Szopa, Substance Use Disorder Program Manager



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## Mental Health/Substance Use Disorder

704 Mill Street  
P.O. Box 265  
Loyalton, California 96118  
Phone: (530) 993-6746 Fax: (530) 993-6759

### Sierra County Behavioral Health Advisory Board

Contact: Laurie Marsh Phone: 530-993-6745 Email: [lmash@sierracounty.ca.gov](mailto:lmash@sierracounty.ca.gov)

**December 3, 2020**

**Meeting will be a Webex meeting.**

<https://countyofsierra.webex.com/countyofsierra/j.php?MTID=m53987bdd4f7dafc45b59ef49e612a75a>

**Join by phone: 1-408-418-9388**

**Meeting number (access code): 146 330 6170**

**Meeting password: aaYdSAPy882**

**9:30 – 11:00 a.m.**

## Agenda

1. Welcome and Introductions
2. Opening of the Behavioral Health Advisory Board Meeting
  - a. Approval of Agenda
  - b. Approval of Regular Minutes – September 3, 2020
  - c. Approval of Special Meeting Minutes- November 19, 2020
  - d. Public Comment regarding topics related to the Mental Health Plan, Cultural Awareness, and Substance Use Disorder topics
  - e. Mental Health Plan Topics
    - i. Old Business
      1. Action Item: Review and Approval of the Local Sierra County Loan Assumption Program funded through MHA WET component.

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The Sierra County Behavioral Health Advisory Board, in partnership with the Board of Supervisors, advocates for responsive services, within the Behavioral Health System, that are easily accessible, person and family centered, strength-based, recovery and wellness oriented, culturally competent and cost effective. The Sierra County Behavioral Health Advisory Board provides the voice of informed perspectives on planning, policies and procedures that impact the recovery, resiliency and rights of the persons served, along with family members. The Sierra County Behavioral Health Advisory Board involves and educates the residents of Sierra County.

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2. **Discussion/Reporting Item: Quality Assurance/Improvement – Jamie Franceshini**
    - ii. **New Business - none**
    - f. **Cultural Awareness Topics**
      - i. **Old Business**
        1. **Discussion Item: Identification of Cultures in Sierra County – Robert Szopa**
        - ii. **New Business – none**
      - g. **Substance Use Disorder Topics**
        - i. **Old Business – none**
        - ii. **New Business**
          1. **Discussion/Possible Action Item: Community Outreach Coordinator acceptance of donation to youth prevention programs.**
      - h. **Adjournment of the Behavioral Health Advisory Board meeting**
    3. **Mental Health Services Act (MHSA) Steering Committee**
      - a. **Old Business – None**
      - b. **New Business – None**
      - c. **Public Comments and Reports**
      - d. **Close of the Mental Health Services Act (MHSA) Steering Committee meeting**

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### Sierra County Behavioral Health Advisory Board

Contact: Laurie Marsh Phone: 530-993-6745 Email: [lmash@sierracounty.ca.gov](mailto:lmash@sierracounty.ca.gov)

**September 3, 2020**

Loyalton Park

## Minutes

**Board Members Present:** Sara Wright, Jim Beard, Bryan Funk

**Community Members Present:**

**Behavioral Health Staff Members Present:** Lea Salas-Administrative Director, Laurie Marsh-Behavioral Health Coordinator, Brandy Purvis-Peer Support Specialist, Linda Diltz-Peer Support Specialist, Katie Russell-Fiscal Account Technician

**Stakeholders Present:** None

1. Welcome and Introductions
2. Opening of the Behavioral Health Advisory Board Meeting

Chair Sara Wright called the meeting to order at 9:35 a.m.

**a. Approval of agenda**

The agenda was approved by consensus.

**b. Approval of Regular Minutes – June 4, 2020 , August 6, 2020**

J. Beard moved to approve both the June 4, 2020 and August 6, 2020 minutes. Motion carried, minutes were approved.

**c. Public Comment regarding topics related to the Mental Health Plan, Cultural Awareness, and Substance Use Disorder topics**

B. Purvis relayed her concern for our families during this time of COVID and schools trying to re-open. During a local school meeting to explain if and how school would be open there were many comments made by parents that brought awareness to B. Purvis as to how fragile parents are right now. She wanted to bring this topic up to share her concern and start others in the Behavioral Health realm to brainstorm if there were supports available.

**d. Mental Health Plan Topics**

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## i. Old Business

### 1. Discussion Item: Quality Assurance/Improvement – Lea Salas for Jamie Franceschini

L. Salas explained that the newly approved Associate Position helps Sierra County meet the Network Adequacy Certification Tool (NACT) requirements imposed by the State.

### 2. Discussion Item: Sierra County Behavioral Health MHA Plan of Correction submittal

L. Marsh reported the MHA Plan of Correction was submitted and that the recommendations made by Department of Health Care Services also needed to have a correction plan. Thus she will be working on a plan of correction for the recommended items.

### 3. Discussion Item: Providing Behavioral Health Services during the declared COVID-19 State of Emergency.

L. Marsh indicated services were being provided while maintaining COVID practices.

## ii. New Business

### 1. Action Item: Wellness Center collaboration with the Loylton Senior Center and Social Services providing a Senior Front Porch Program

L. Diltz and L. Marsh reported out on a meeting with the staff of the Loylton Senior Center and Social Services after the Loylton Fire. The idea of creating a Senior Front Porch Program was founded during the conversation. L. Diltz reported on her success in going up to the Senior Apartments to visit with folks and learning about their challenges during the fire as well as what worked for them. She has not been able to conduct her Ways to Wellness program since COVID and this is a nice way to keep in touch with the Seniors and learning first-hand what their needs are.

J. Beard moved to create the Senior Front Porch Program, B. Funk seconded. Motion carried.

### 2. Action Item: Collaboration with Social Services to provide an extra help associate position and enhancing the contract for North American Mental Health Services. Sierra County Behavioral Health must enhance the Children's System of Care to meet the ever-growing Children and Family Services need.

L. Salas explained the state regulations as well as the ever-increasing local need to provide services to children. She explained utilizing North American Mental Health Services to provide much needed children services. L. Salas also spoke about the need for an extra-help associate position specializing in children.

J. Beard moved to approve the extra help associate position and the contract for North American Mental Health Services. B. Funk seconded the motion. Motion carried.

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## e. Cultural Awareness Topics

### i. Old Business

#### 1. Discussion Item: Identification of Cultures in Sierra County – Robert Szopa

R. Szopa was not in attendance of the meeting. L. Marsh reviewed R. Szopa's wish to coordinate a cultural competency survey and plan relevant to Sierra County.

### ii. New Business - None

## f. Substance Use Disorder Topics

### i. Old Business

#### Discussion Item: Drug Medi-Cal Outpatient billing

L. Salas indicated Sierra County Behavioral Health is ready to start billing Medi-Cal. She plans to set aside funds received to alleviate and findings during the Tri-Anneal review.

### ii. New Business None

## g. Adjournment of the Behavioral Health Advisory Board meeting

Meeting adjourned by consensus at 10:47a.m.

## 3. Mental Health Services Act (MHSA) Steering Committee – Brown Act Regulations do not apply

Meeting opened at 10:47 a.m.

### a. Old Business

#### i. Discussion: No Place Like Home Status

L. Salas explained the non-competitive funding available to Sierra County has been secured through the steps taken with Housing Tools and the approval of the Homeless Plan. Sierra County plans to collaborate with Plumas County to provide permanent supportive housing in Portola. There were no suitable locations identified in Sierra County.

#### ii. Wellness Center building project update

L. Salas and L. Marsh reported the building is set on the foundation. There are multiple issues to be addressed by the builder. There is no move-in date at this time.

### b. New Business

#### i. Discussion: Student/Parent Navigator position and update during COVID

L. Marsh reported Student/Parent Navigator would be attending a training to provide Therapeutic Behavioral Services. Due to COVID, the uncertainty of in-school attendance or virtual attendance, an opportunity presents itself to utilize the Student/Parent Navigator to provide this needed service.

### c. Public Comments and Reports

No public comments or reports were made.

### d. Close of the Mental Health Services Act (MHSA) Steering Committee meeting

The meeting closed at 11:00 p.m.

Minutes submitted by Laurie Marsh, Behavioral Health Coordinator

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### Sierra County Special meeting of the Behavioral Health Advisory Board

Contact: Laurie Marsh Phone: 530-993-6745 Email: [lmash@sierracounty.ca.gov](mailto:lmash@sierracounty.ca.gov)

**November 19, 2020**

Meeting conducted as a conference call. Call-in information below.

Webex conference call 1-408-418-9388 United States Toll

Access code: 965 808 845

2:00 – 3:30 p.m.

## Minutes

**Board Members Present:** Sara Wright, Jim Beard, Bryan Funk, Becky Kinkead.

**Community Members Present:** None

**Behavioral Health Staff Members Present:** Kathryn Hill-Clinical Director, Laurie Marsh-Behavioral Health Coordinator, Brandy Purvis-Peer Support Specialist, Garrett Fevinger-Downieville Office Manager, Linda Diltz-Peer Support Specialist

**Stakeholders Present:** Sophia Gonzales-Probation

### 1. Welcome and Introductions

### 2. Opening of the Behavioral Health Advisory Board Meeting

Meeting opened at 2:02 p.m..

a. **Public Comment regarding topics related to the Mental Health Plan, Cultural Awareness, and Substance Use Disorder topics**

No public comments were made.

### b. Mental Health Plan Topics

#### i. Old Business-None

#### 1. Action Item: Approval of the local Sierra County Behavioral Health Loan Assumption Program funded through the MHSA WET component.

Board members indicated they were in agreement with SCBH creating a local loan assumption program. There were some concerns regarding the

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implementation of the program. These concerns raised were recruitment considerations, funding and evaluations.

1. Recruitment considerations-

K. Hill explained the barriers and challenges encountered when recruiting for hard to fill positions.

- a. There are currently no members of the MH clinical team residing in Sierra County
- b. Attracting well-qualified mental health candidates will help sustain a model of care that is both ethically and legally mandated
- c. Without an hourly wage that is competitive with larger, neighboring counties, a student loan assumption program will strengthen Sierra County's benefit portfolio

2. Funding

Funding questions were raised to confirm the following:

- a. There are sufficient funds within the MHSA Workforce Education & Training component to provide a financial incentive for prospective mental health employees who are willing to make a commitment to serving communities of Sierra County
- b. Discussion of annual student loan assumption amount
- c. Year 1-6: \$10,000

3. Evaluations -

Concern was raised regarding first year evaluations only taking place at the end of the year. Also included in this discussion was a possible need to extract a two year obligation from the employee before funds were dispersed to the institution on behalf of the employee. To alleviate this concern the following was decided on:

- a. Year 1: employee evaluations will take place at 3, 6, and 12 months
- b. Year 2-6: employee evaluations will take place every 12 months
- c. Should at any point the employee or Sierra County decide to terminate employment agreement, all loan assumption payments will cease

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B. Kinkead moved to accept the local Loan Assumption Program with a first year participation requirement of an evaluation taking place at three and six months. Followed up with a one year evaluation. Thereafter, during years 2-6 annual evaluations will take place. Jim Beard seconded the motion. Motion passed with the following votes:

Jim Beard – Aye  
Becky Kinkead – Aye  
Bryan Funk – Aye  
Sara Wright – Aye

Voting members indicated they wish to see a revised agreement indicating the changes at the next Behavioral Health Advisory Board meeting taking place on December 3, 2020.

## **C. Adjournment of the Behavioral Health Advisory Board Meeting – 3:00 p.m.**

**Minutes submitted by Garrett Fevinger, Downieville Office Manager and Laurie Marsh, Behavioral Health Coordinator**



**Sierra County Behavioral Health (SCBH) Loan Assumption Program Agreement**

This Agreement is entered into as of \_\_\_\_\_, by and between the County of Sierra, a political subdivision of the State of California (“the County”), and \_\_\_\_\_ (“Employee”) pursuant to the Mental Health Services Act, its implementing regulations at 9 CCR § 3850 et seq., and the County’s local mental health plan (collectively, “the MHSA”). The County and Employee are sometimes referred to collectively herein as the “Parties.”

**Employee Information:**

Name of Employee:

Social Security Number:

Date of Birth:

Phone Number:

Name of Lender:

Balance of Loan:

**Employee Certifications:**

Employee understands and agrees that his or her loan(s) will only be assumed after he or she has maintained employment for twelve (12) consecutive months in an eligible position. If Employee leaves the position prior to the expiration of that 12-month period, there shall be no pro-rated payment. Employment hours will not be less than 800 hours per year and will not exceed 30 hours per week.

\_\_\_\_\_  
Employee initials

Employee understands and agrees that no more than sixty thousand dollars (\$60,000) of his or her educational loan liability may be assumed in his or her lifetime under the Mental Health Services Act loan assumption program (regardless of the source of the repayment), nor may he or she participate in the program for more than seventy-two (72) consecutive months unless one of the exceptions contained in 9 CCR §3850(d) is met.

\_\_\_\_\_  
Employee initials

Employee warrants that they have no other loan assumption agreement(s) under the Mental Health Services Act. If Employee has had loans assumed by the County, a previous employer or other source pursuant to the Mental Health Services Act, insert amount \_\_\_\_\_.

\_\_\_\_\_  
Employee initials

Employee understands and agrees to maintain the standards of best practice set forth in the Sierra County Mental Health Contract and Mental Health Services Act Prevention and Early Intervention component. This includes proper documentation of all activities. During the first year agreement between Employee and County evaluations will take place after the third month, sixth month and first year. Thereafter annual year end evaluations will take place. If the result of an Employee evaluation indicates unacceptable performance the County may determine to lessen or null the loan payment.

\_\_\_\_\_  
Employee initials

**Recitals**

- A. Employee works for the County as a \_\_\_\_\_ in the County’s Behavioral Health Department.
- B. Employee has an existing student loan debt (hereinafter referred to as “the Loan”) which has a balance of \$\_\_\_\_\_ (of which \$\_\_\_\_\_ is principal and \$\_\_\_\_\_ is interest), as of \_\_\_\_\_, owed to the \_\_\_\_\_ [LENDER]. Employee incurred this debt for the purpose of obtaining a degree that would make Employee license-eligible for work in the county mental health service system.
- C. The County has acquired certain funds from the state that the County may use, in its sole discretion, to assist Employee with repayment of the Loan in accordance with the MHSA. The amount and number of loan assumptions will vary depending on the number of applicants and funds availability.
- D. Employee became eligible for loan repayment assistance from County under the MHSA as of \_\_\_\_\_.
- E. The Parties wish to provide for loan repayment assistance in accordance with the MHSA and this Agreement.

**Terms and Conditions**

NOW, THEREFORE, the Parties agree as follows:

1. For the twelve months of Employee's service as a \_\_\_\_\_ in the Sierra County Department of Behavioral Health (i.e., \_\_\_\_\_ - \_\_\_\_\_[DATES]), the County shall repay \$10,000 of the Loan to the U.S. Department of Education (the "Lender") on behalf of Employee, or such lesser amount as may be remaining in Employee's principal balance as of the date payment is made.

2. The payment shall be sent directly to Lender via wire transfer or regular mail by County following Employee's completion of twelve consecutive months of eligibility, to such account or address as the Parties may deem appropriate in order to be received by Lender and shall be applied by the Lender only toward principal owed by Employee on the Loan.

3. County does not guarantee that any payments, now or in the future, will be sufficient to cover the entire amount of Employee's loan obligation(s) and does not accept any liability for failure of Lender to receive or process a payment.

4. Through this Agreement, Employee is not assigning, and the County is not accepting or assuming, any liability or responsibility for the Loan or for Employee's debt(s). The Loan shall remain Employee's debt and ultimate responsibility to repay.

5. Payments are not a gift, salary increase, or a negotiated part of Employee's compensation. Nor is County hereby bestowing or creating an entitlement or property interest of any kind. Rather, the assistance payments are a purely discretionary and temporary employee benefit intended to promote the County's public purpose of recruiting and retaining qualified employees in certain county mental health positions.

6. The County makes no representation or warranty regarding the taxability (or non-taxability) of the payment hereunder. It is Employee's obligation to ensure compliance with State and Federal tax laws and Employee should consult with a tax accountant if he or she has any question as to the taxability of the payment.

7. The County does not know whether, or offer any assurances that, payments will be considered by CalPERS as a form of special compensation for purposes of determining Employee's future retirement benefits, but to the extent they are so considered, Employee will pay the Employee's share of any required contributions to CalPERS.

8. This Agreement shall continue in effect until the Loan repayment described herein has been made by the County, unless terminated in accordance with paragraph 13.

9. Each and every provision of this Agreement is a material ground for the parties' decision to enter into it. No provision is severable. Thus, if any portion of this Agreement or application thereof shall be declared invalid by a court of competent jurisdiction, then the entire Agreement shall be invalidated.

10. This Agreement may be modified, amended, or changed by the mutual consent of the Parties. Any modification, amendment or change shall be in written form and executed with the same formalities as this Agreement. Further, Employee may not assign any rights, benefits, or payments under this Agreement without the County's prior written consent.

11. Any notice or communication during the term of this Agreement, which either party shall be required, or may desire, to make, shall be in writing and may be personally served or sent via prepaid first-class mail to the other party as follows:

The County:  
Attn: SCBH Account Tech  
P.O. Box 265  
Loyalton, CA 93517

Employee:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any properly addressed notice sent via prepaid first-class mail shall be deemed effective upon deposit in the mail (not upon receipt).

12. This Agreement contains the entire agreement of the Parties with respect to the subject matter herein, and no other representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect.

13. The ability of the County to enter into this Agreement is based upon available funding from the MHSA. In the event that such funding fails, is reduced, or is modified, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Employee of the termination, reduction, or modification of available funding.

14. The Parties acknowledge that this Agreement is executed voluntarily by each of them. They further acknowledge that they have participated in the negotiation and preparation of this agreement and have had the opportunity to be represented by counsel with respect to such negotiation, and that they are aware of the contents of this Agreement and of its effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

**Execution**

In witness whereof, the Parties hereto have set their hands and seals as of the date first written above, through their authorized representatives:

COUNTY

EMPLOYEE

\_\_\_\_\_  
SCBH Administrative Director

By:

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

**CERTIFICATION OF ELIGIBILITY:**

As the Sierra County Director of Behavioral Health, I do hereby certify that the Employee, \_\_\_\_\_, is employed in a Public Mental Health System position that is hard-to-fill or for which it is hard to retain staff.

\_\_\_\_\_  
Lea Salas, SCBH Administrative Director

Date \_\_\_\_\_

DRAFT

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Sierra County

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Administrative Director

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Clinical Director

## SIERRA COUNTY BEHAVIORAL HEALTH SERVICES

**SUBJECT: Mental Health Loan Assumption Program**  
**REVISION DATE:**

**APPROVED BY:**

**Purpose:**

This policy establishes procedures for Sierra County Behavioral Health system (SCBH) to administer the Mental Health Loan Assumption Program.

**Policy Statement:**

It is the policy of SCBH to provide financial incentives for employees to obtain education that will qualify them for positions at SCBH to provide services for individuals with severe mental illness. The Loan Assumption Program is intended for individuals who make a commitment to work in the Sierra County Behavioral Health system in a position that is hard-to-fill or in which it is hard to retain staff, as determined by the County.

**Definitions:**

**Mental Health Loan Assumption Program** means a program to make payments to an educational lending institution on behalf of an employee who has incurred debt while obtaining an education, provided the individual agrees to work in the Sierra County Behavioral Health system for a specified period of time, in a capacity that meets the employer's workforce needs.

**Financial Incentive Programs Funding Category** means the funding category of the Workforce Education and Training component of the Mental Health Services Act (MHSA) Three-Year Program and Expenditure Plan that funds the Mental Health Loan Assumption Program for the purpose of recruiting and retaining Sierra County Behavioral Health system employees.

**Workforce Education and Training** means the component of the MHSA Three-Year Program and Expenditure Plan that includes education and training programs and activities for prospective and current Sierra County Behavioral Health system employees, contractors and volunteers.

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**Mental Health Loan Assumption Program Procedures:**

1. MHSa Workforce Education and Training (WET) funds may be used to establish a locally administered Mental Health Loan Assumption Program to pay a portion of the educational loans of individuals who make a commitment to work in the Sierra County Behavioral Health system in a position that is hard-to-fill or in which it is hard to retain staff, as determined by the County. This program may be established at the county level.
2. The educational loan liability will be assumed after the participant has completed employment as follows:
  - a. A loan assumption payment will be made on behalf of the participant after each 12 months of employment in a position as specified in (1) above.
  - b. Months of employment will be consecutive unless one of the exceptions in (4) below is met.
  - c. Unless one of the exceptions in (4) is met, no individual may participate in the Mental Health Loan Assumption program for more than 72 consecutive months.
3. Payments
  - a. Payments of up to \$10,000 will be made on the participant's behalf after each consecutive 12 months of employment.
  - b. Payments will be made directly to the lending institution and will be applied to the principal balance, if not otherwise prohibited by law or by the terms of the loan agreement between the participant and the educational lending institution.
  - c. No more than a total of \$60,000 of any participant's educational loan liability will be assumed in a participant's lifetime.
4. No individual may participate in the Mental Health Loan Assumption Program for more than 72 consecutive months unless granted an exemption from this requirement due to pregnancy, serious illness or other cause deemed appropriate by the County.
5. Eligible Educational Loans
  - a. Only loans held by an educational lending institution are eligible for assumption under the Mental Health Loan Assumption Program.
  - b. Eligible educational loan programs include, but are not limited to:
    - i. The Federal Family Education Loan Program in 20 U.S.C. Sec. 1071 et seq.
    - ii. The Federal Direct Loan Program in 20 U.S.C. Sec. 1087b et seq.
  - c. The following fiscal liabilities are not eligible for assumption:
    - i. An educational loan(s) that has not been disbursed at the time the applicant signs a loan assumption application and a loan assumption agreement.



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- ii. (2) An educational loan that was used for the educational expenses of someone other than the applicant.
  - iii. (3) An educational loan that has been consolidated with a loan of another person or with a non-educational loan.
  - iv. (4) Lines of credit.
  - v. (5) Home equity loans.
  - vi. (6) Credit card debt.
  - vii. (7) Business loans.
  - viii. (8) Mortgages.
  - ix. (9) Personal loans.
  - x. (10) Other consumer loans.
6. Selection Process
- a. SCBH will receive and review application packages for the Mental Health Loan Assumption Program.
  - b. A process for selection and criteria for participation in the Mental Health Loan Assumption Program will be developed.
  - c. Each approved application will include written certification by the Behavioral Health Administrative Director or his/her authorized designee stating that the applicant is employed in a Sierra County Behavioral Health system position that is hard-to-fill or in which it is hard to retain staff.
7. Requirements for Participation
- a. The applicant becomes a participant in the Mental Health Loan Assumption Program when the loan assumption application has been approved and signed.
  - b. A participant in the Mental Health Loan Assumption Program will continue to make payments to the educational lending institution holding his/her loan, as required by the terms of the loan.
8. Application Requirements. The applicant will submit to the County an application package that includes:
- a. A completed loan assumption application.
  - b. Written certification signed by the applicant's employer stating that the applicant is employed, or has made a commitment to commence employment in a Sierra County Behavioral Health system position.
  - c. A signed proposed loan assumption agreement
9. Participation Compliance

**Commented [LM1]:** Process selection and criteria will need to be created and agreed upon.

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- a. SCBH will verify the participant's compliance with all requirements of the Mental Health Loan Assumption Program. Any participant who does not comply with his/her loan assumption agreement will be removed or suspended from the Program.
- b. If a participant is removed or suspended from the Mental Health Loan Assumption Program, no further loan assumption payments will be made until the participant has achieved sufficient compliance for reinstatement.
- c. If a program participant withdraws, or is removed from the Mental Health Loan Assumption Program at any time prior to completing the employment required in his/her loan assumption agreement, he/she is liable for all educational loan obligations.

**Commented [LM2]:** Do we want to add grade point average and job performance in this section?

Associated Forms and Documents:  
Behavioral Health Loan Assumption Program Application and Agreement

DRAFT