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## **McHenry County Mental Health Board** **Prescriptive Authority Loan Recognition Program**

### **Purpose**

The McHenry County Mental Health Board (“MHB”), as a community mental health board organized under the Community Mental Health Act (“Act”), is charged with executing such programs as may be necessary to provide mental health services to the community. The MHB finds that McHenry County currently faces a critical shortage of practitioners with prescriptive authority to meet the community’s mental health needs. The purpose of the MHB Prescriptive Authority Loan Recognition Program (“Loan Program”) is to assist in the recruitment and retention of professional practitioners who specialize in the prevention, diagnosis, and treatment of mental illness.

This Loan Program is adopted pursuant to Section 3(e)(1)(g) and 3(e)(2)(l) of the Act, not as a contract between the MHB and the participant but as a recognition program whereby the MHB rewards the participant, on a periodic basis, for service to the community which the participant has provided to those in need as a long-term employee or contracted affiliate of an area mental health provider. Through the Loan Program, participating practitioners working in or for facilities or organizations supported by the MHB will be eligible to have the MHB reimburse a portion of their graduate or medical school loan obligation(s).

### **Eligibility**

To be considered for participation in the Loan Program, applicants must:

1. Be a U.S. citizen, U.S. National, or lawful permanent resident;
2. Have a current, full, permanent, unencumbered, unrestricted health professional license, certificate or registration in the discipline in which he/she is applying to serve;
3. Participate as a provider in the Medicare, Medicaid, and Children’s Health Insurance Programs, as appropriate or practice in a facility credentialed with Commercial Insurance Plans;
4. Have an executed or contingent agreement with an organization supported or approved by the MHB and be new to the provision of mental health related prescriptive services within McHenry County. (The term of the agreement must not expire before three (3) years from the participant’s acceptance into the Loan Program unless otherwise authorized by the MHB upon program acceptance.)
5. Submit a complete application as set forth in the “Application” section covered later in this Guidance.

## **Requirements of the Agreement with a MHB-Funded Organization**

- A. It must be for a definite term which does not expire before three (3) years from the participant's acceptance into the Loan Program unless otherwise authorized by the MHB upon program acceptance.
- B. It must comply with Illinois and Federal law, including civil rights and anti-discrimination laws and regulations.
- C. It must require regular provision of mental health prescriptive services to those in need.

## **Application Process**

Applications are accepted on a rolling basis. Approval and initiation into the Loan Program, therefore, is subject to funds availability, appropriations, community needs (including the area demand for and supply of prescribing practitioners), and other issues that may come before the MHB. It is expected that applicants and their sponsoring employers will work with the Board, through its Executive Director, to demonstrate the applicant's suitability for the Loan Program. This process may consist of interviews and the submittal of any information deemed relevant by the Executive Director. At minimum, the Executive Director will require a resume, transcripts, loan history and current status. Final approval for acceptance into the Loan Program shall be determined by a positive vote of the MHB.

## **Operation of the Program**

After the MHB's vote to accept the applicant into the Loan Program, the Executive Director will prepare a written memorandum of understanding to outline how the participant's loans will be reimbursed, on what basis and the expectations of the MHB for the participating practitioner. Notwithstanding the memorandum of understanding, each payment by the MHB shall be within the MHB's discretion and shall be subject to appropriation, funds availability, and the participant's adherence to the Loan Program's guidelines.

Generally, payments may be made over the course of three (3) years, on a monthly basis. The amount of the participant's Loans at the time of acceptance into the Loan Program shall be designated as the "Maximum Total Amount."

## **Recognition Repayments**

The MHB will make reimbursement payments directly to the participant. The amount of the reimbursement each month will not exceed the Maximum Monthly Amount and the total payouts will not exceed the Maximum Total Amount.

Upon payment by the participant of its lenders every month, participant shall submit the amount so paid on qualified school loans in a given month ("Current Month's Payment"), to the MHB's Executive Director, along with proof of payment of the participant's Current Month's Payment ("Proof of Payment"). The documentation evidencing the Proof of Payment shall be sufficient and within the discretionary approval of the MHB's Executive Director. Upon request by the Executive Director, at any time, the participant shall also represent, and provide supporting documentation, to the MHB's Executive Director, that he is continuing to provide mental health related prescriptive services to McHenry County residents and is employed by either his initial sponsoring organization or another entity supported by the MHB.

If the evidence submitted by the participant is satisfactory to the Executive Director, and if the participant continues to abide by the expectations of the memorandum of understanding and the greater Loan Program, the Executive Director may approve reimbursement to the participant in an amount up to the Current Month's Payment, but not to exceed the Maximum Monthly Amount. For example, assume a participant's postgraduate loan debt and Maximum Total Amount of \$100,000. If the participant pays the Maximum Monthly Amount of \$2,777 (1/36<sup>th</sup> of the Maximum Total Amount), the MHB will reimburse the participant up to \$2,777. If the participant only pays \$1,000.00 toward his qualified school loans, the MHB will reimburse the participant up to \$1,000.00. If the participant pays \$6,000.00 toward his loans in a given month, the MHB will only reimburse up to \$2,777.50.

The MHB's goal is to reimburse the participant within 15 days of the participant submitting Proof of Payment each month. However, the timing of payments, in addition to the amount of the payments, is subject to funding availability and other operational restrictions, and is within the MHB's discretion. Should the participant have multiple loans with different due dates throughout the month, the participant shall submit Proof of Payment for all qualified loans due within the same calendar month after the last payment within that calendar month has been made. That is, if the participant has loans due on the 15<sup>th</sup> and 25<sup>th</sup> of the month, the participant shall, in one submittal, submit Proof of Payment of both loans sometime after the 25<sup>th</sup>.

Loan reimbursement payments made hereunder may be taxable and participants will be required to complete all tax forms as directed by the Executive Director.

The Executive Director will conduct periodic reviews to confirm that participants are maintaining eligibility in the Loan Program. Participants and their sponsoring organizations must grant the MHB and the Executive Director access to all relevant records and work sites, subject to the privacy and other legal rights of third parties.

The requirements for continued eligibility and participation in the Loan Program are:

1. The maintenance of all initial eligibility requirements above (e.g. ability to work in the U.S., licensure, current contract);
2. Positive feedback from the community regarding the participant and his or her services as evidenced by consumer satisfaction surveys;
3. Positive feedback from the sponsoring employer/contracting agency regarding the participant's work, attendance, and professionalism as evidenced by performance reviews.
4. Quarterly self-evaluation reports in which the participant documents in general terms the psychiatric services he or she is providing to those in need and how he or she believes the services are benefiting the community.
5. The participant must continue to work at an organization supported or approved by the MHB and provide prescriptive services to those in need in McHenry County on the same basis, full time or part time, on which the participant was accepted into the Loan Program.

**Change in Circumstances**

If circumstances change such that the participant's eligibility with the Loan Program may be jeopardized, the participant and the sponsoring organization, or anyone else with knowledge of such circumstances, shall notify the Executive Director immediately. The Executive Director will work with the participant and the sponsoring organization to determine if modifications can be made to the Loan Program criteria in the participant's particular case which will still serve the goals and purposes of the Loan Program. The Executive Director reserves the right to terminate any participant's continuing participation in the Loan Program.

Should the MHB determine that the participant has misrepresented any information in connection with the Loan Program, the MHB shall be entitled to have the participant pay back any and all funds paid out by the MHB.