

Agreement No. 1565-MCSP-2022-MONT
 Program Name: Monterey County Stipend Program
 Date: September 1, 2022

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
 PARTICIPATION AGREEMENT
 COVER SHEET

1. Monterey County ("Participant") desires to participate in the Program identified below.
 Name of Program: **Monterey County Stipend Program**
2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this participation agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.
 - ☒ Exhibit A Program Description and Funding
 - ☒ Exhibit B General Terms and Conditions
 - ☒ Exhibit C County Specific Schedule for Monthly Distribution
3. The maximum amount payable under this Agreement is \$1,065,000.
4. Funds payable under this agreement are subject to reversion:
 - ☐ Yes: Reversion Date _____
 - ☐ No.
5. The term of the Participation Agreement is Upon Execution through September 30, 2025.
6. Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT
 Title: Executive Director Date: _____

Participant: Monterey County

Signed: _____ Name (Printed): Elsa M. Jimenez
 Title: Director of Health Date: _____

DocuSigned by:
 Signed: Stacy Saetta Name (Printed): Stacy Saetta
C0ECE1B98F444A8...
 Title: County Counsel Date: 11/3/2022 | 1:53 PM PDT

DocuSigned by:
 Signed: Jennifer Forsyth Name (Printed): Jennifer Forsyth
4E7E867878454AE...
 Title: Auditor Controller Date: 11/4/2022 | 8:52 AM PDT

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EXHIBIT A – PROGRAM DESCRIPTION AND FUNDING

- I. Name of Program: Monterey County Stipend Program**
- II. Program Objective and Overview**

Objective:

California faces a shortage of mental health and substance use disorder providers. To support the recruitment and retention of Monterey County Behavioral Health (MCBH) providers, MCBH seeks to provide stipends to students gaining experience delivering, administering, and/or evaluating behavioral health services. Students can range from involved in primary education (e.g., high school) to graduate programs (e.g., MSW, MFT, PhD). The Monterey County Stipend Program allows MCBH to offer stipends to students who are on-boarded in their accurate role: Intern.

Overview:

Monterey County has engaged CalMHSA to provide payment services for the purpose of disbursing student and intern stipends awarded under Monterey County Behavioral Health ("MCBH") stipend programs. MCBH currently has the following stipend programs, and may add additional programs via amendment, if more programs are developed.

Monthly Stipend Distribution

- 1. Doctoral Level Interns: 12-month program
- 2. Doctoral Level Practicum Students: 12month program
- 3. Master Level Interns:
 - a) Academic Year: 9-month program
 - b) Summer: 2-month program

One Time Stipend Distribution

- 1. Master Levels Interns: Start of Second MCBH Placement

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EXHIBIT B – GENERAL TERMS AND CONDITIONS

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code providing for, among other things, PEI Programs.
- D. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- E. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- F. Program – The program identified in the Cover Sheet.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. To act as the Fiscal Agent for the purpose of disbursing stipends for the Program.
 - 2. Collect and hold stipend funds, as received from Participant.
 - 3. Disburse stipends directly to recipients, in accordance with a monthly approved payment schedule with the distribution details of each recipient provided by Participant not later than thirty (30) days (or such other period of time as may be agreed by the parties) prior to disbursement due date. Participant reserves the right to disperse partial stipend amounts to awardees at its sole discretion. Should this occur, modified payment amounts will be provided to CalMHSA.
 - 4. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 - 5. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 - 6. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
 - 1. Timely transfer of the funding amount for the Program as specified in Section V Fiscal Provisions, including administrative fee.

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2. CalMHSA is authorized to solely rely on the information provided by Participant in accordance with this Agreement when executing a disbursement. Participant will notify CalMHSA of any changes or errors to the distribution details of each recipient maintained with CalMHSA at least ten (10) days prior to the applicable disbursement date.
3. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
4. Responsible for administrating the Program, including any and all applicant assessments, determination of award eligibility and amount, selecting, arranging, contracting with awardees or service providers, creation of terms of agreement, reimbursement eligibility, compliance with contractual obligations, recovery and collection activities for the Program and all support and follow-up with awardees.
5. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
6. Provide feedback on Program performance.
7. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, and Amendment

- A. The term of the Program is for 12, 9, and 2 months.
- B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

- A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.
- B. The withdraw of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.
- C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed on particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them.

V. Fiscal Provisions

- A. Funding required from Participant will not exceed the program funding amount of \$1,065,000 during the term of this Participation Agreement.

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B. Payment Terms --

1. **Written Disbursement Confirmation.** No later than 45 days prior to each Transfer Date, Participant agrees to deliver to CalMHSA a written confirmation containing the Total Quarter Distribution Amount to be disbursed to recipients for the Academic Quarter. CalMHSA shall issue an invoice to Participant for the Total Quarter Distribution Amount (including CalMHSA's 9% administration fee) within 15 days following receipt of written confirmation from Participant.
2. **Monthly Distribution.** Participant will transfer to CalMHSA the Total Quarter Distribution Amount on or before the first day of each quarter (including the 9% admin fee), along with distribution details for each recipient.
3. **One Time Distribution.** One time distribution requests will be included in the Total Quarter Distribution Amount in which the distribution(s) occur, along with distribution details for each recipient.

VI. Limitation of Liability and Indemnification

- A. CalMHSA is responsible only for funds as instructed and authorized by Participant. CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement, without authorization or contrary to Participant's instructions.
- B. CalMHSA is not undertaking responsibility as the administrative agent of the Program, or any assessments, determination of award eligibility or amount, selecting, arranging, or contracting with awardees or service providers, reimbursement eligibility, or ensuring compliance with the terms of the Program or contractual obligations, or any recovery and collection activities for the Program (collectively, "program services"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of program services.

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 EXHIBIT C: COUNTY SPECIFIC SCHEDULE FOR MONTHLY DISTRIBUTION

Academic Quarters <i>Academic Year Starts in August and ends the following year in July</i>	Period	Transfer Date	Disbursement Date		
		Total Quarter Distribution Amount transferred to CalMHSA	Recipient Disbursement Month 1	Recipient Disbursement Month 2	Recipient Disbursement Month 3
1	August 1 - October 31	August 1	August 31	September 30	October 31
2	November 1 - January 31	November 1	November 31	December 31	January 31
3	February 1 – April 30	February 1	February 28	March 31	April 30
4	May 1 – July 31	May 1	May 31	June 30	July 31

NOTE:

*Disbursements for stipends will be made within 30 days before the Recipient Disbursement dates specified above.

*Recipients to submit Form W-9, completed ACH form, and letter of acknowledgment provided by CalMHSA before payments to recipients can be made.