

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
WORKFORCE STIPEND PROGRAM

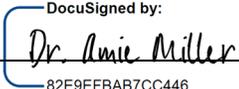
COVER SHEET

Solano County ("Participant") desires to participate in the Program (identified in 2 below) offered by California Mental Health Services Authority ("CalMHSA") on the terms provided in this Participation Agreement ("Agreement"). Participant acknowledges that the Program also will be governed by CalMHSA's Joint Powers Agreement and its Bylaws. The Agreement is effective on July 1, 2025 through June 30, 2026 ("Term") The following exhibits are attached and form part of this Agreement:

- Exhibit A Program Description
- Exhibit B General Terms and Conditions

1. **Program Name:** Workforce Stipend Program (the "Program").
2. **Program Description:** CalMHSA will distribute internship stipends and mileage reimbursements to selected students in order to support Participant's efforts to build a diverse workforce to serve unserved/ underserved communities identified by the Participant.
3. **Term of Participation Agreement:** The term of this Agreement is July 1, 2025 – June 30, 2026.
4. **Funding:** The Program requires the following funding and payments:
 - a. The Program requires Participant to transfer the funding amount required for CalMHSA to distribute stipend and mileage reimbursement to student interns identified by Participant; and
 - b. Participant to pay a 15% service fee on the payments made to the interns by CalMHSA. Participant will be invoiced within 30 days of receipt of Participants Disbursement Notification which are payable by the Transfer Date set out in Exhibit C – Payment Schedule.
5. **Maximum Funding:** The maximum funding amount payable under this Agreement shall not exceed **\$220,000** during the term of the Agreement.
6. Authorized Signatures:

CalMHSA

DocuSigned by:
 Signed:  Name (Printed): Dr. Amie Miller, Psy.D., MFT
82E9EFB7CC446...
 Title: Executive Director Date: 3/19/2025

Participant: Solano County

Signed: Bill Emlen  Name (Printed): Bill Emlen
06/30/2025
07:29 PM EDT
Date: _____

Signed: Emery Cowan  Name (Printed): Emery Cowan
04/30/2025
02:25 PM EDT
Date: _____

Approved as to form:

Signed: Kelly Welsh  Name (Printed): Kelly Welsh
04/30/2025
02:07 PM EDT
Date: _____

Participation Agreement

EXHIBIT A – PROGRAM DESCRIPTION

I. Program Description:

In accordance with the Mental Health Services Act Workforce Education and Training Plan, Solano County Behavioral Health (“County”) allocated funding for fiscal year 2024-2026 to support volunteer interns and trainees. The funds will be allocated to compensate volunteer interns/trainees who commit to fulfilling an unmet need by providing culturally competent services to populations that have been underserved by County.

County has engaged CalMHSA to provide payment services for the purpose of disbursing internship stipends and mileage reimbursements to recipients awarded under County stipend programs (“Intern(s)”). County currently has the following stipend programs, and may add additional programs via amendment, if more programs are developed. Stipend Payment are made in accordance with the distribution schedule set forth in the Workforce Stipend Program Agreements (“Workforce Stipend Program Agreement”).

1. Doctoral Level Interns: 52 Weeks
2. Doctoral Level Practicum Students: 52 Weeks
3. Post-Doctoral Interns: 52 Weeks
4. Master Level Interns: 6 to 12 months
5. Master Level Practicum Students: 6 to 12 months

II. Obligations

CalMHSA shall:

1. Collect and hold funds, as received from Participant.
2. Request Interns to submit Form W9, and a completed ACH form, provided by CalMHSA before payments to Interns can be made.
3. Verify that Interns are in good standing with Participant prior to issuing payments. Confirmation can be by email or telephone.
4. Disburse Intern stipends and mileage reimbursements directly to Interns in a timely fashion within 30 business days as directed in each Intern’s Workforce Stipend Program Agreement.
5. Issue a 1099 IRS tax form to each student Intern who received a stipend.

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6. Confirm payment of stipends and mileage reimbursements for each Participant identified Intern in the Disbursement Notification within 5 business days of issuing payment. Confirmation can be by letter or email correspondence to BHIntern@solanocounty.gov or any designated persons by Participant.

Participant shall:

1. Timely transfer the funding amount for the Program as provided in this Agreement.
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 Intern maintained with CalMHSA at least ten (10) business days prior to the applicable disbursement date by emailing accountsreceivable@calmhsa.org.

III. Program Restrictions and Limitations

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”). Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys’ fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

Participation Agreement
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. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- C. Program – The program identified in the Cover Sheet offered by CalMHSA under the Agreement.

II. Responsibilities

- B. Responsibilities of CalMHSA:
 - 1. Provide the Program as described in the Agreement.
 - 2. Act as the Fiscal agent for the purpose of disbursing stipends and mileage reimbursements for the Program.
 - 3. Manage funds received consistent with the requirements of applicable laws, regulations, and this Agreement Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 - 4. Comply with CalMHSA’s Joint Powers Agreement and Bylaws.
 - 5. Execute and maintain a Workforce Stipend Program Agreement with selected Solano County staff.
- C. Responsibilities of Participant:
 - 1. Pay for the Program as set out in this Agreement.
 - 2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
 - 3. Ensure completion of any Participant requirements set out in Exhibit A including 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.

4. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
5. Provide feedback on Program performance.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPA requirements, and bylaws.

III. Amendment

- A. 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

1. Participant may withdraw from the Program and terminate the Participation Agreement upon three (3) months' written notice. Notice shall be deemed served on the date of mailing.
2. 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.
 3. CalMHSA may terminate, cancel, change, or limit the Program due to circumstances, including but not limited to, lack of County participation, government restrictions, issues with vendors or their services/platforms/products, lack of funding, governmental funding changes, inability to provide the Program due to vendor(s), regulatory changes, force majeure, or other issues.
 4. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for any portal or platform, ongoing services etc. are not subject to such reversion (subject to applicable laws). Unused funds that were paid for by a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

V. Fiscal Provisions

- a. Funding required from Participant will not exceed **\$150,000** during the project period.
- b. Participant will pay CalMHSA for each individual's total disbursement amount as detailed in Exhibit A, Section II. CalMHSA shall invoice the Participant within 30 days of agreement execution for each total disbursement amount. Upon cancellation, termination or other conclusion of this contract, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant.

c. **Administrative Fee—**

Participant to pay a 15% service fee on the payments made to the staff by CalMHSA. Participant will be invoiced within 30 days of receipt of Participants Disbursement Notification which are payable by the Transfer Date set out in Exhibit C – Payment Schedule.

- VI. Indemnification.** To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney’s fees, arising out of or resulting from the indemnifying party’s negligence or willful conduct in the performance of its obligations under this Agreement, including the performance of the other’s subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.
- VII. No Responsibility for Mental Health Services.** CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, “mental health 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 mental health services.