

Agreement: Mendocino County WET PA Final 4.18.24  
 Program: Superior Regional Partnership – HCAI WET Grant Participation Agreement  
 County: Mendocino

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
 PARTICIPATION AGREEMENT  
 MENDOCINO COUNTY SUPERIOR REGIONAL PARTNERSHIP – HCAI WET GRANT PROGRAM**

**COVER SHEET**

Mendocino County (“Participant”) desires to participate in the Superior Regional Partnership – HCAI WET Grant Program (“Program”) offered by the 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 the date this Agreement is fully executed by all parties, through June 30, 2025 (“Term”). The following exhibits are attached and form part of this Agreement:

|           |   |
|-----------|---|
| Exhibit A | Detailed Program Description and Responsibilities |
| Exhibit B | General Terms and Conditions                      |
| Exhibit C | County Specific Scope of Services and Funding     |

**1. Summary of Program:** CalMHSA is offering the following Program to Counties:

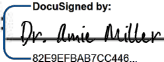
The 2020-2025 Workforce Education and Training (WET) program aims to address the shortage of mental health practitioners in the public mental health system (PMHS) through a framework that engages Regional Partnerships and supports individuals through five potential categories including: Pipeline Development, Loan Repayment Program, Undergraduate College and University Scholarships, Clinical Master and Doctoral Graduate Education Stipends, and Retention Activities.

**2. Funding:** The Program requires the following funding and payments:

The Program requires Participant pay an Administrative Fee of \$36,909.52. The maximum amount payable under this Agreement is \$67,120.72. These funds were paid by Participant on July 28, 2021.

Authorized Signatures:

**CalMHSA**

Signed:  Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: 12/11/2024

**Participant:**


Signed: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Title: Board of Supervisors/ CAO Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Title: County Counsel Date: \_\_\_\_\_

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Signed:  \_\_\_\_\_ Name (Printed): Jenine Miller, Psy.D.  
Title: Director of Health Services Date: 12/23/24

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**Participation Agreement**  
**EXHIBIT A – Detailed Program Description and Responsibilities**

**Detailed Program Description:**

As outlined in the Department of Health Care Access and Information (“HCAI”), formerly the Office of Statewide Health Planning and Development (“OSPHD”) 5-year WET Plan, California is separated into five different regions with each region designating its local priorities within the five categories.

The Superior Region - consisting of Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Mendocino, Modoc, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, and Trinity County - selected these categories as their local priorities.

**1. Loan Repayment**

Eligible individuals include those who have obtained masters level or doctorate level degrees, or mental health professionals and administrative staff selected by individual counties as working in hard-to-fill or hard-to-retain positions. The definition of hard-to-fill or hard-to-retain positions will be identified by each individual county. Recipients would receive the funds after they completed the 12-month service obligation. Recipients will be able to apply for the award more than once.

**2. Educational Stipends**

Eligible students are those who participate in traditional, full-time face-to-face programs and those enrolled in part-time distributed learning programs will be eligible for educational stipends. Eligible individuals include those who have obtained masters level or doctorate level degrees, or mental health professionals and administrative staff selected by individual counties as working in hard-to-fill or hard-to-retain positions. In exchange for this stipend, individuals would agree to work in a PMHS setting in the Superior Region for the equivalent of one year of full-time service in an approved position, regardless of number of years of stipend participation. This can be completed through full-time or part-time employment or, if approved by the agency and the school, through volunteer work. For all stipends, if the employment requirement is not fulfilled within a four-year period, then monetary payback will be required.

**3. Scholarships (Educational and Peer)**

Career development activities can include travel costs, registration to conferences, or specialized training costs. The SRP supports efforts to implement a statewide peer certification, which has yet to be established. The scholarship may be applied to costs related to statewide peer certification once it has been established. The scholarship may also be applied to areas related to pursuing a higher education degree. In exchange for the Peer Specialist scholarships individuals would agree to work in a PMHS setting for the equivalent of one year of half-time service, in an approved position.

**4. Retention**

The aim of retention strategies is for counties to promote developing and instituting systemic changes and opportunities that increase the likelihood that staff will remain in the PMHS workforce.



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**Obligations:**

CalMHSA shall:

1. Act as the Fiscal and Administrative agent for loan repayment, stipends, scholarships, and retention.
2. Draft, negotiate, and execute Participation Agreements (PAs) for each contributing county.
3. Invoice participating counties for county match funds upon execution of the Participation Agreements.
4. Collect and hold county match funds.
  - a. County match funds collected for Retention Activities will be held and administered by CIBHS.
5. Confirm match funds and provide Lead County and HCAI with copies of all PAs, invoices, and required financial statements.
6. Collect and hold HCAI WET Grant Award funds for loan repayment, stipends, scholarships, and retention, as received from Lead County, until such time as they are disbursed to awardees.
7. Manage awards for loan repayments, stipends, and scholarships for contributing counties:
  - a. Assist counties in developing expanded eligibility criteria.
  - b. Assist counties in developing terms of agreement, including failure to meet/complete terms.
  - c. Assist counties in developing loan repayment verification statements.
  - d. Provide support and follow up with awardees:
    - i. Obtain proof of eligibility by contacting the awardee's supervisor and confirming hours and employment.
    - ii. Confirm employment and adherence to the stipulations of the award on a quarterly basis within (30) days of the quarter end.
8. Disbursement of funds to awardees:
  - a. Disburse funds allocated to loan repayment, stipends, scholarships, and retention directly to awardees or institutions/ foundations.
  - b. Ensure funds are disbursed only to awardees who have successfully completed their service obligations to the project. If it is determined that an awardee does not meet the service obligations outlined in the agreement between CalMHSA and the awardee, CalMHSA will cancel the award contract and inform the awardee of the decision, not distributing payment to the awardee.
  - c. If funds have been provided to an awardee and there is a later determination that the awardee has not met all obligations, CalMHSA will work to recoup all costs from the awardee, which may include sending the recoupment to a collections agency. CalMHSA cannot guarantee all funds will be recouped.
9. Manage and disburse funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
10. Oversee loan repayment, stipends and scholarships fund distribution and management to include both match funds and HCAI WET Grant Awards, to the Superior Region Partnership Counties.

Participant shall:

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1. Transfer of full county match funds for the Program as specified in section V Fiscal Provisions, which Participant will pay upon execution of this agreement.
2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
3. Be responsible for all assessments, creation of individual case plans, and providing or arranging for services.

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**Participation Agreement**  
**EXHIBIT B - General Terms and Conditions**

**I. Definitions**

The following words, as used throughout this 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.
- 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 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 and Administrative agent for the Program.
  - 3. Manage funds received consistent with the requirements of applicable laws, regulations, and this Agreement.
  - 4. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
  - 5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- C. Responsibilities of Participant:
  - 4. Pay for the Program as set out in this Agreement. Payments are due within 30 days of receipt of an invoice or, as applicable, within 30 days of Agreement execution.
  - 5. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
  - 6. Where applicable, ensure completion of any Participant requirements set out in Exhibit A including all assessments, creation of individual case plans, and providing or arranging for services.
  - 7. Cooperate by providing CalMHSA with requested information and assistance to fulfill the purpose of the Program.
  - 8. Provide feedback on Program performance.
  - 9. Comply with applicable laws, regulations, guidelines, contractual agreements, JPA requirements, and bylaws.



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**III. Amendment.** This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by an authorized representative of both parties.

**IV. Withdrawal, Cancellation, and Termination**

- A. Participant may withdraw from the Program and terminate the Agreement upon six (6) months' written notice to CalMHSA. Notice shall be deemed served on the date of mailing.
- B. Member Cost Sharing. The withdrawal 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 share of unavoidable expenses and liabilities arising during their participation period.
- C. 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.
- D. 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.** In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated in the Cover Sheet.

**VI. Indemnification.**

- A. **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.
- B. **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.

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**Participation Agreement**  
 EXHIBIT C –County Specific Funding

**Mendocino County Program Budget Allocation**  
**Administered by CalMHSA for**  
**Loan Repayment, Educational Stipends, Scholarships, and Retention**

|   |                     |
|---|---------------------|
| <b>County Program Funds Administered by CalMHSA</b> | <b>\$252,910.86</b> |
| Administrative Fee                                  | \$36,909.52         |
| Total County Funding Administered by CalMHSA        | \$289,820.38        |

**HCAI Grant and County Match Funds**  
**Administered by CalMHSA for**  
**Loan Repayment, Educational Stipends and Scholarships**


|  |              |
|--|--------------|
| County Share of HCAI Grant Award Administered by CalMHSA | \$197,555.19 |
| Total County Match Funds Collected                       | \$92,265.19  |
| Total County Funding Administered by CalMHSA*            | \$289,820.38 |

Note: \*The above “Total County Funding” is inclusive of a \$36,909.52 CalMHSA Administrative Fee.



**IN WITNESS WHEREOF**


**DEPARTMENT FISCAL REVIEW:**

By:   
Jenine Miller, Psy.D.,  
Director of Health Services

Date: 12/23/24

Budgeted: N/A  
Budget Unit: N/A  
Line Item: N/A  
Org/Object Code: N/A  
Grant: No  
Grant No.: 'N/A'

**COUNTY OF MENDOCINO**

By:  John Haschak  
~~MAUREEN MULHEREN~~, Chair  
BOARD OF SUPERVISORS

Date: 02/11/2025


**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By:   
Deputy 02/11/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board


By:   
Deputy 02/11/2025

**INSURANCE REVIEW:**

By:   
Risk Management

Date: 12/09/2024

**CONTRACTOR/COMPANY NAME**

By:   
Amie Miller, Psy. D., MFT,  
Executive Director

Date: 12/16/2024

**NAME AND ADDRESS OF CONTRACTOR:**

California Mental Health Services Authority  
1610 Arden Way, Suite 175  
Sacramento, CA 95815

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

By:   
COUNTY COUNSEL

Date: 12/09/2024

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By:   
Deputy CEO or Designee

Date: 12/09/2024

**Signatory Authority:** \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
**Exception to Bid Process Required/Completed** ☐ 'N/A'  
**Mendocino County Business License:** Valid ☐  
**Exempt Pursuant to MCC Section:** State Agency