



Clinical Psychology Doctoral Program (PsyD)

1453 Mission Street, San Francisco, CA 94103, (415) 575-6210, Fax (415) 575-1266

CIIS PsyD MHSA Stipend Program

Payback Agreement

This AGREEMENT is entered into this _____ day of _____, 2012, by and between California Institute of Integral Studies (hereinafter referred to as “CIIS”) and _____ (hereinafter referred to as “Student”) on behalf of the State of California Department of Mental Health (hereinafter referred to as “DMH”).

CIIS has a contractual agreement (Contract No: **II-71004-000**) with the DMH to provide an educational stipend to the graduate doctoral-level students in clinical psychology who attended or are attending Doctorate Program in Clinical Psychology at CIIS (hereinafter referred to as “PsyD Program”).

The educational MHSA Doctoral Stipend Program (hereinafter referred to as “Stipend Program”) intends on supporting the efforts to develop curricula and methods of teaching as expressed in the Mental Health Service Act (“MHSA”), to increase consumer and family member employment in public mental health, and to contribute to a diverse, culturally sensitive and competent mental health workforce. Therefore, the Stipend Program provides stipends for graduate students who have the education, training and passion to provide mental health services to underserved communities through employment in a county operated mental health agency serving those communities.

I. AGREEMENT

The President of CIIS, or his duly authorized designee, such as the director of the MHSA Stipend Program (hereinafter referred to as “Director”), shall have the authority to administer the Agreement on behalf of CIIS.

II. TERM

This agreement shall commence on the date first hereinabove written and shall continue in the full force and effect until Student has fully performed all duties and obligations hereunder as determined by the Director on behalf of CIIS.

III. ATTENDANCE AT GRADUATE PSYD PROGRAM

Student has been attending, and agrees to complete, or has completed, a graduate course of study at the Doctorate Program in Clinical Psychology at CIIS (hereinafter referred to as “PsyD Program”), no earlier than July 1, 2011 and not ending later than June 30, 2014, leading to a doctorate degree in clinical psychology (hereinafter referred to as “PsyD degree”).

IV. RESPONSIBILITIES OF CIIS

CIIS agrees to:

1. Provide student with an educational stipend during the fiscal year 2011-2012. The stipend will total \$20,772.00 and will be processed through the CIIS Financial Aid, and if applicable, will either be applied to loan forgiveness and/or direct payment to Student.

2. Work cooperatively with the PsyD Program to ensure communication between the Director, the PsyD Program, and Student regarding Student's academic enrollment and performance, such as enrollment status or academic requirements that may prevent Student from completing graduate study by June 30, 2014.
3. Utilize the stipend managers/coordinators to assist Student by providing information and resources related to mental health agencies that meet employment payback criteria as stipulated in this agreement. This assistance to Student may include application information for county employment, information on mental health agencies contracted with a county mental health department, and information on potential employment agencies servicing county designated workforce needs or providing treatment programs funded by the MHSA.
4. Administratively withdraw Student from the stipend program, suspend and/or terminate stipend payments if the PsyD Program determines that Student is not performing satisfactorily in courses and field work, and/or is not making satisfactory academic progress, and/or has violated established PsyD Program codes of student conduct. Prior to such action, CIIS will give the Student 14 days notice of intent to suspend or terminate payments.

V. RESPONSIBILITIES OF STUDENT

Student agrees to:

1. Disclose previous convictions of a felony and/or misdemeanor crime that would disqualify Student from obtaining the PsyD degree and/or securing employment in a public mental health agency.
2. Successfully complete all coursework and other PsyD Program requirements that are necessary to obtain a doctorate degree in clinical psychology. Student will request from PsyD Program's Registrar a letter stating that student is in good academic standing and providing the anticipated degree posting for student, and will request mailing of letter to CIIS PsyD, MHSA Stipend Program, 1453 Mission Street., San Francisco, CA 94103 no later than February 26, 2012.
3. By the time of graduation from the PsyD Program, successfully complete a full practicum or an APA/APPIC or CAPPIC doctorate-level internship with a county mental health department or an agency contracted by a county mental health department. Internships can be 1-year full-time or a two-year part-time with a minimum of 1500 clinical hours obtained at the end of the internship training experience.
4. Render one year of continuous and satisfactory employment with a county mental health department, or an agency contracted by a county mental health department, to provide public mental health services. Commitment for employment shall only be with a county of California's mental health system or with current county-contracted providers of the public mental health system, and excluded any and all employment with any other public or private agency or other County department or with any other state. Employment qualifying agencies may be designated at any geographic area or program within the public mental health system in the order or priority as established by the Director in collaboration with the PsyD Program. Employment in all such positions shall be subject to all applicable County Civil Service rules and the public mental health system policies.

5. Make a good faith effort^{*} as determined by CIIS in its sole discretion, to seek, apply for, and accept employment with a qualifying agency within one-hundred eighty (180) calendar days after conferral of graduate degree from the PsyD Program, or after signing this Agreement for Student who has already obtained the graduate degree. It is the Student's primary responsibility to seek out and obtain employment with a qualifying agency within the 180-day period, maintain satisfactory documentation[†] as evidence of the good faith efforts made to secure required employment, and provide this evidence to CIIS when requested.
6. Use a personal automobile as may be required by qualifying employment and to maintain a valid driver's license and auto liability insurance.
7. Provide evidence of qualifying employment to CIIS within 180-days of the conferral of the graduate degree, or of signing this Agreement for Students with graduate degree, by submitting a completed Employment Verification Form.
8. Provide CIIS with permanent and updated contact information, including phone numbers and email addresses, until all employment or payback obligations are met.
9. Render one year of continuous and satisfactory full-time employment in a qualifying public mental health agency. Evidence of employment completion must be provided by Student by submitting a completed Employment Completion Form to PsyD Dept. A full stipend requires twelve (12) consecutive months of payback on a full-time employment basis. Employment may be as a paid employee or as a volunteer.

VI. MODIFICATIONS TO AGREEMENT

1. All modifications to this agreement need to be approved by DMH. Requests for agreement modification must be submitted to DMH at least thirty (30) calendar days prior to the date on which DMH shall act on the request.
2. Modification of Employment Secured Deadline. If Student has not secured employment within the required 180-day timeframe, and the Director in collaboration with the PsyD Program has determined that a good faith effort to secure and maintain employment has been made, then Student may request a modification of the timeframe by which qualifying employment must be obtained. Request for modification of the agreement needs to be in writing, 30 calendar days before the 180-day timeframe ends, and needs to include satisfactory documentation of a comprehensive employment search as evidence that Student has made a good faith effort to secure employment. Modification of agreement will be for a specific timeframe, beyond the initial 180 day period, as determined by the Director in collaboration with the PsyD Program. If a modification of the timeframe is granted by DMH, Student must engage in an on-going comprehensive employment search for all qualifying agencies beyond the boundaries of the PsyD Program during the modified timeframe, and provide satisfactory documentation. If the request for modification is denied by the Director of DMH, Student must begin payback as stipulated in this agreement.

¹ "Good faith effort" includes making contact, submitting resumes and completing interviews with agencies that provide public mental health services to communities designated by the county as 'high need' for mental health workforce and/or to programs receiving MHSA funding and containing positions designated as "hard to fill."

[†] "Satisfactory Documentation" of a comprehensive employment search must include names of all agencies contacted during the search period, dates of contact, type of contact, positions applied for, names and telephone numbers of persons contacted, outcome of contacts made, and interviews conducted during the entire employment search period. Copies of written and/or electronic correspondence are necessary as supporting documentation.

3. Modification of employment completion deadline. If Student needs to replace employment that requires a timeframe in which to secure other employment, then Student may request in writing, within 30 calendar days of terminating prior employment, a specific timeframe in which to secure employment replacement. Student must provide satisfactory documentation as evidence that Student has made good faith effort to find qualifying employment replacement. If the request is denied by the Director in the Director's sole discretion, or DMH, Student must begin payback.

VII. REPAYMENT OF STIPEND FUNDS

1. Student agrees to repay stipend funds received if any of the conditions provided in this section apply. Repayment may be in the form of a lump sum payment, or Student may request that a repayment plan be established with CIIS at an agreed-upon amount each month, for a period not to exceed three years (36 months) and not to extend beyond June 30, 2014. The repayment plan begins one month from the date of approval by CIIS and the repayment amount shall include interest on the unpaid balance at the rate of seven (7) percent per annum after the date of the conferral degree or employment termination.
 - a. Student voluntarily withdraws from the stipend program, and/or is administratively withdrawn from the stipend program by the Director for noncompliance to the requirements stated in this agreement;
 - b. Student fails to complete the graduate degree by June 30, 2014, and/or PsyD Program determines that the Student is not making satisfactory academic progress;
 - c. Student fails to successfully complete the required two-day MHSA training;
 - d. Student fails to make good faith effort to obtain qualifying employment, and/or declines qualifying employment, and/or fails to qualify[‡] for appropriate employment, and/or is discharged from county employment under applicable County Civil Services rules or policies, or is terminated prior to completion of the employment due to unsatisfactory work performance[§];
 - e. Student fails to secure employment within 180 days (1) of degree conferral, or (2) of the date this Agreement was signed by Student who was already completed the degree, or of (3) the timeframe stipulated by an approved modification, in a qualifying public mental health agency; or fails to respond to requests by CIIS to provide evidence of qualifying employment;
 - f. Student fails to secure qualifying employment due to past convictions of a felony, misdemeanor crime, violation of an American Psychological Association ethics code, and/or other factors;

[‡] "Failure to qualify" includes, but is not limited to, failing the hiring interview and/or criminal clearances.

[§] "Unsatisfactory work performance" includes but is not limited to:

- i. Inadequate professional performance,
- ii. Conviction of a felony and/or misdemeanor crime that would disqualify and individual from service in a county-funded public mental health agency.
- iii. Improper conduct as described by County Code / Merit System or Classified Personnel System,
- iv. Violation of the Business and Professional Codes regulated by the Board of Behavioral Sciences and/or American Psychological Association.

- g. Student is convicted of a crime, and/or his/her status a clinical psychology trainee is revoked or suspended;
 - h. Student fails to complete one year of continuous employment in a qualifying agency, and/or fails to provide evidence of employment completion to CIIS within one month of completing required employment.
2. Should repayment not be received in a timely manner, CIIS may undertake the following measures, including but not limited to: 1) hire a collection company to recover repayments, 2) intercepts Student's tax returns and apply funds towards amount owed, and 3) report delinquent prepayment status to available credit bureaus.

VII. OPTIONS TO REPAY STIPEND FUNDS

1. If Student does not graduate because of termination of enrollment from the PsyD Program for any reason, then Student shall pay the entire amount of stipend funds received, or at any agreed upon amount each month, plus interest on the unpaid balance at the rate of (7) percent per annum from and after the date of termination of enrollment. Payment of total stipend amount received and/or repayment at agreed upon amount shall be made to CIIS.
2. The agreement upon monthly payments shall be in an amount sufficient that the total amount shall be re-paid to CIIS in equal monthly payments over a period not to exceed three (3) years and not to extend beyond June 30, 2014. If Student fails to make any scheduled monthly payment, without written approval of CIIS, then the total outstanding repayment amount becomes immediately due and payable. Student authorizes CIIS to recover the total outstanding balance, plus interest at the rate of (7) seven percent per annum, plus any and all attendant costs by any means provided by law.
3. If there has been a partial fulfillment of the work commitment, the amount owed will be prorated. Evidence of partial fulfillment of the work commitment must be provided by submitting a completed Employment Completion form.

IX. COLLECTION PROCEEDINGS

In the event that Student fails to repay stipend funds received, and/or to make any payment per the repayment agreement, then CIIS may utilize collection agencies as a means to recover the stipend funds due. CIIS will report delinquent status to available credit bureaus.

X. VOLUNTARY LEAVE OF ABSENCE

If Student takes a voluntary leave of absence from the PsyD Program and delays graduation, and/or takes a voluntary leave of absence any time during the one-year, full-time employment payback commitment period due to hardship or temporary disability, Student must notify CIIS and request a "hardship deferment" that defers academic completion and/or the work commitment for the time period of the leave of absence, not to exceed more than one calendar year, or repay stipend funds received according to repayment procedures. All voluntary leave of absences must be submitted in writing and approved by the Director and the PsyD Program. Completion of graduate study and payback employment must be obtained no later than June 30, 2017.

XI. WAIVER OF EMPLOYMENT OBLIGATION

If after one year of graduation, or of signing this Agreement for Student with graduate degree completed, no qualifying positions exist within the State of California and Student

has made a good faith effort to secure said qualifying employment and provides satisfactory documentation of employment search, Student may apply to CIIS for a waiver of employment obligation. CIIS, in collaboration with the PsyD Program, may deny the request, or may forward the request with its endorsement to DMH. Waiver of employment obligation requires DMH approval. DMH's decision is final.

XII. STUDENT'S DISABILITY OR DEATH

Upon written application to CIIS by the Student or Student's legal representative, Student may seek a waiver of the employment repayment provisions in the case of serious hardship, permanent disability or in the case of death. A waiver of the employment repayment obligation requires DMH approval.

REVIEW AND ACKNOWLEDGEMENT

Student will review these statements and indicate by initials that Student has read the foregoing contract and agrees to be bound by its provisions, including, but not limited to, the following:

Initials

Academic Program Provisions

- _____ Student permits PsyD Program to provide CIIS designee with proof of enrollment and evidence of satisfactory academic progress.
- _____ Student gives consent to be contacted by CIIS designee for the purpose of assisting Student's compliance with employment obligations and/or other provisions of the Stipend program.
- _____ Student attests to never having been convicted of a felony and/or misdemeanor crime that would disqualify Student from employment in a county-operated or county-contracted public mental health agency.
- _____ Student will complete graduate study and have degree posted no earlier than July 1, 2012 and no later than June 30, 2014.

Employment Repayment Obligations

- _____ Student will fulfill the Stipend Program obligation after conferral of degree, or of signing the Agreement for Student with graduate degree already obtained, by completion of one calendar year of continuous and satisfactory employment in a qualifying agency.
- _____ After graduation or signing this Agreement, whichever applies, Student will seek, apply for, accept, and provide evidence of qualifying employment in a county public mental health agency within the state of California as described herein this agreement.
- _____ After Student has completed one year of qualifying employment, Student will provide evidence of completion of the one year of qualifying employment.
- _____ Upon request by CIIS, Student will provide written documentation of the entire employment search as outlined in this agreement.
- _____ If student enters into a payback agreement and fails, without written approval of CIIS, to make any scheduled monthly repayment agreement, the total amount still owed shall become immediately due and payable.

If, after 180 days of degree conferral, or after signing this Agreement, Student has not secured qualifying employment within the State of California, Student is subject to payback. However, if a good faith effort has been made to obtain qualifying employment and Student has not yet secured qualifying employment, Student may request in writing to CIIS a modification of the timeframe by which qualifying employment must be obtained. Modifications must be specific. CIIS may deny the request, or it may forward the request with its endorsement to DMH. DMH's decision is final. If a modification of time is approved by DMH, an on-going comprehensive search for qualifying employment within all qualifying employment within all 58 counties in the state of California must be made within the modified time frame.

Up to 540 days after graduation, or after signing this Agreement, whichever applies, if Student has not secured qualifying employment within the modified time frame, Student must enter into payback. If, after one year of graduation, no qualifying positions exist within the state of California, and Student has engaged in an on-going, comprehensive search for qualifying employment in all 58 counties in the state of California, and has made good effort to secure employment, and Student has not rejected bona-fide offers of qualifying employment, then Student may apply for a waiver of employment obligation. Request for a Waiver of Employment obligation requires satisfactory documentation and evidence of search efforts, requires CIIS and PsyD Program endorsement of a Waiver, and ultimately requires DMH approval.

By entering into this Agreement with CIIS, Student hereby authorizes CIIS to recover the total accrued amount still owed plus interest at the rate of seven (7) percent per annum, and applicable costs, by any means provided by the law.

Student Information

Student will inform CIIS in any change of name, address, phone number, and/or email address until such time as employment obligation has been fulfilled and/or any amount owed under this agreement is paid in full.

Student agrees to respond to requests from CIIS to verify completion of employment obligation, agreement compliance and/or general inquiries within two calendar weeks of request.

Evaluation Activities

Student agrees to provide CIIS with permanent contact information, and to provide reasonable response to requests for information in any compliance and program evaluation activities conducted by CIIS and DMH.

Student gives consent to be contacted by CIIS and PsyD Program in order to carry out reasonable evaluation efforts and consents to participate in such efforts. Any data collected will be coded and reported out in aggregate form to preserve confidentiality.

STATEMENT AND SIGNATURE

In accepting a stipend from the California Educational MHSA Stipend program and administered by CIIS, I hereby agree to adhere to the provisions in this Agreement. I understand that this Agreement must be signed before receiving any stipend funds.

Student's Name (please print): _____

Student's Signature

Date (mm/dd/yyyy)

Signature of MHSA Stipend Program:

Monica Munjal
MHSA Doctoral Stipend Manager

Date (mm/dd/yyyy)

Signature for CIIS:

Bryant Welch, J.D., Ph.D.
Program Director
CIIS PsyD Program

Date (mm/dd/yyyy)

STUDENT'S PERSONAL IDENTIFYING INFORMATION

Name: _____

Permanent Address: _____

Cell Phone #: _____

Home Phone #: _____

Personal Email: _____

Other Email: _____

Social Security #: _____

Driver's License #: _____

Auto Insurance Agency: _____

Auto Insurance Policy #: _____

Name, address and telephone number of spouse/partner or closest relative:

Name: _____

Relationship: _____

Address: _____

Telephone: _____

I will immediately notify CIIS PsyD Program if any of the above information changes.

Signature of Student: _____