



CALIFORNIA DEPARTMENT OF MENTAL HEALTH EDUCATIONAL MFT STIPEND PROGRAM

This AGREEMENT is entered into this _____ day of _____, 2011, by and between Phillips Graduate Institute (hereinafter referred to as "Phillips") and _____ (hereinafter referred to as "Student") on behalf of the State of California Department of Mental Health (hereinafter referred to as "DMH").

Phillips has a contractual agreement (Contract No: 08-78049-000) with DMH to provide an educational stipend program to master's level graduate students in marriage and family therapy who attended or are attending educational programs that are affiliated with the regional Consortium of schools with MFT programs (hereinafter referred to as "MFT Consortium").

The Educational MFT Stipend Program (hereinafter referred to as "Stipend Program") intends on supporting efforts to develop curricula and methods of teaching as expressed in the Mental Health Services 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. ADMINISTRATION

The President of Phillips, or her duly authorized designee, such as the director of its MFT Stipend Program (hereinafter referred to as "Director"), shall have the authority to administer this Agreement on behalf of Phillips.

II. TERM

This Agreement shall commence on the date first hereinabove written and shall continue in full force and effect until Student has fully performed all duties and obligations hereunder as determined by the Director on behalf of Phillips and the five regional MFT Consortia (hereinafter referred to as "MFT Consortium").

III. ATTENDANCE AT GRADUATE MFT PROGRAM

Student has been attending, and agrees to complete, or has completed, a graduate course of study at _____ (hereinafter referred to as "MFT Program"), no earlier than July 1, 2011 and not ending later than June 30, 2012, leading to a master's degree that qualifies Student to register with the Board of Behavioral Sciences ("BBS") as a Marriage and Family Therapy Intern. The Student's MFT Program is affiliated with the MFT Consortium of _____.

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IV. RESPONSIBILITIES OF PHILLIPS GRADUATE INSTITUTE

Phillips agrees to:

1. Provide Student with an educational stipend during the fiscal year 2011-12. The stipend will total \$18,500.00 and will be paid in two installments of \$ 9,250.00. The two installments will be paid within approximately two calendar weeks of Phillips receiving the stipend funds from DMH.
2. Work cooperatively with the MFT Program and the MFT Consortium within which the MFT Program is affiliated to ensure communication between the Director, the MFT Program, and Student regarding Student's academic enrollment and performance, such as enrollment status or academic requirements that may prevent Student from completing the graduate study by June 30, 2012.
3. 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 agencies serving 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 Student's MFT 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 MFT Program codes of student conduct. Prior to such action, Phillips will give Student 14 days notice of intent to suspend or terminate payments.
5. Administratively withdraw Student from the stipend program, suspend and/or terminate stipend payments if the Student is unable to obtain the MFT Intern registration, or obtain qualifying employment or adhere to the stipulations in this agreement.

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 MFT Intern registration and/or securing employment in a public mental health agency.
2. Successfully complete all course work and other MFT Program requirements that are necessary to obtain an advanced degree that qualifies Student to register as Marriage and Family Therapy Intern with the BBS of the Department of Consumer Affairs. Student will request from MFT Program's Registrar a letter stating that student is in good academic standing and provides the anticipated degree conferral date for student no later than March 5, 2012. School transcripts with the actual conferral date are required of all recipients. Student will request that transcripts and anticipated conferral date letters be mailed to Phillips Graduate Institute, MFT Stipend Program, 19900 Plummer Street, Chatsworth, CA 91311.

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4. Successfully obtain post-degree registration as a Marriage and Family Therapy Intern from the BBS, and provide proof of registration to Phillips and to the mental health agency that hires the Student. MFT Intern registration is required of Student and, therefore, Student's inability to obtain the MFT Intern registration, for whatever reason, shall disqualify Student from the stipend program.
5. Render one calendar 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. Employment may be as a paid employee or as a volunteer employee in a position that requires the MFT Intern registration. Commitment for employment shall only be with a county of California's public mental health system or with current county-contracted providers funded through the public mental health system, and excludes 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 MFT Consortium. Employment in all such positions shall be subject to all applicable County Civil Service rules and the public mental health system policies.
6. Make a good faith effort¹ as determined by Phillips 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 MFT 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 documentation² as evidence of the good faith efforts made to secure required employment, and provide this evidence to Phillips when requested.

¹"Good faith effort" includes making contact, submitting resumes and completing interviews with agencies that provide public mental health services to underserved communities as designated by a county and/or to programs receiving MHSA funding and providing in the field clinical services.

²"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 of persons contacted, telephone or email address of persons contacted, outcome of contacts made, interviews conducted, and address of agency conducting the interviews during the entire employment search period. Copies of written and/or electronic correspondence are necessary as supporting documentation.
7. Use public transportation or a personal automobile as may be required by qualifying employment. If use of personal vehicle is required for employment, Student agrees to maintain a valid California driver's license and have auto liability insurance.
8. Provide evidence of qualifying employment to Phillips within 180-days of the conferral of the graduate degree, or of signing this Agreement for Students with graduate degree, by submitting a completed MFT Employment Verification Form or MFT Placement Verification Form.
9. Provide Phillips with permanent and updated contact information, including phone numbers and email addresses, until all employment or payback obligations are met.

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10. Render one calendar year of continuous and satisfactory employment in a qualifying public mental health agency. Evidence of employment completion must be provided by Student by submitting a completed MFT Employment Completion Form or MFT Placement Completion Form to Director. A full stipend requires twelve (12) consecutive months of payback either as a paid employee or as a volunteer employee.

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, 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.
 - a. The request for modification of employment deadline needs to be submitted in writing to the Director and needs to include the following:
 - i. A summary of the good faith efforts conducted during the initial timeframe to secure employment,
 - ii. A summary of the communication Student has had with the regional coordinator regarding Student's efforts to secure employment,
 - iii. A specific date upon which Student will secure employment; the date may not be more than 90 days beyond the initial 180 day period,
 - iv. A statement indicating how Student will modify employment search to secure employment within the extended timeframe,
 - v. A copy of the satisfactory documentation as evidence of Student's good faith efforts to secure employment.
 - b. If the Director in collaboration with the MFT Consortium has determined that a good faith effort to secure employment has been made, the modification of agreement will be submitted to DMH for final approval. If the request for modification is denied by the Director in collaboration with the MFT Consortium, Student must begin payback as stipulated in this agreement.
 - c. If a modification of the timeframe is granted by DMH, Student must engage in an on-going comprehensive employment search of all qualifying agencies beyond the boundaries of the MFT Consortium during the modified timeframe, and provide satisfactory documentation. If the request for modification is denied by DMH, Student must begin payback as stipulated in this agreement.

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3. Modification of Employment Completion Deadline. If Student needs to replace employment that requires a timeframe in which to secure other employment, then Student must 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 Phillips at an agreed-upon amount each month, for a period not to exceed three-years (36 months) and not to extend beyond June 30, 2015. The repayment plan begins one month from the date of approval by Phillips and the repayment amount shall include interest on the unpaid balance at the rate of seven (7) percent per annum after the date of 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 qualifying graduate degree by June 30, 2012, and/or MFT Program determines that Student is not making satisfactory academic progress;
 - c. Student fails to make good faith effort to obtain qualifying employment, and/or declines qualifying employment, and/or fails to qualify¹ 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 performance²;

¹Failure to qualify" includes, but is not limited to, failing the hiring interview and/or criminal clearances.

²Unsatisfactory work performance" includes but is not limited to:

 - i. Inadequate professional performance,
 - ii. Conviction of a felony and/or misdemeanor crime that would disqualify an 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 BBS,
 - v. Violation of the professional standards of ethics as established by the California Association of Marriage and Family Therapists and/or the American Association for Marriage and Family Therapy.
 - d. Student fails to secure employment within 180 days (1) of degree conferral, or (2) of the date this Agreement was signed by Student who had already completed the degree, or (3)

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of the timeframe stipulated by an approved modification, in a qualifying public mental health agency; or fails to respond to requests by Phillips to provide evidence of qualifying employment;

- e. Student fails to attain registration as a MFT Intern and/or is unable to secure qualifying employment due to past convictions of a felony, misdemeanor crime, and/or other factors;
 - f. Student is convicted of a crime, and/or has the MFT Intern registration revoked or suspended;
 - g. Student fails to complete one calendar year of continuous employment in a qualifying agency, and/or fails to provide evidence of employment completion to Phillips within one month of completing required employment.
2. Should repayment not be received in a timely manner, Phillips may undertake the following measures, including but not limited to: 1) hire a collection company to recover repayments, 2) intercept Student's tax returns and apply funds towards amount owed, and 3) report delinquent repayment status to available credit bureaus.

VIII. OPTIONS TO REPAY STIPEND FUNDS

1. If Student does not graduate because of termination of enrollment from the MFT Program for any reason, then Student shall pay the entire amount of stipend funds received, or at an agreed upon amount each month, plus interest on the unpaid balance at the rate of (7) seven 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 Phillips.
2. The agreement upon monthly payments shall be in an amount sufficient that the total amount shall be re-paid to Phillips in equal monthly payments over a period not to exceed three (3) years and not to extend beyond June 30, 2015. If the Student fails to make any scheduled monthly payment, without written approval of Phillips, then the total outstanding repayment amount becomes immediately due and payable. Student authorizes Phillips to recover the total outstanding balance, plus interest at the rate of (7) seven percent per annum, 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 MFT 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 Phillips will utilize collection agencies as a means to recover the stipend funds due. Phillips will report delinquent repayment status to available credit bureaus.

X. VOLUNTARY LEAVE OF ABSENCE

If Student takes a voluntary leave of absence from the MFT Program and delays graduation, and/or

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takes a voluntary leave of absence anytime during the one-year, full-time employment payback commitment period due to hardship or temporary disability, Student must notify Phillips 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 MFT Program in collaboration with the MFT Consortium. Completion of graduate study and payback employment must be obtained no later than June 30, 2015. Director has sole discretion to determine whether to accept a request for a hardship deferment.

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 Phillips for a waiver of employment obligation. Phillips, in collaboration with the MFT Consortium, 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 Phillips by the Student or Student's legal representative, The 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.

XIII. 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 MFT Program to provide Phillips designee and/or MFT Consortium with proof of enrollment and evidence of satisfactory academic progress.
_____	Student gives consent to be contacted by Phillips designee and/or MFT Consortium 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.

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_____ Student will complete graduate study and have degree posted no earlier than July 1, 2011 and no later than June 30, 2012.

_____ Student will obtain the MFT Intern registration as condition for employment in a qualifying agency.

_____ Student is not pursuing or plans on pursuing another advance degree that will compromise Student's ability to fulfill the obligations of this Agreement.

Initials Employment Repayment Obligations

_____ Student will fulfill the Stipend Program obligation after conferral of degree, or of signing this 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 of 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 Phillips Graduate Institute, 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 Phillips, to make any scheduled monthly payment according to the repayment agreement, the total amount still owed shall become immediately due and payable.

_____ If, after 180 day 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 Phillips a modification of the timeframe by which qualifying employment must be obtained. Modifications must be specific. Phillips 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.

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_____ 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 a good faith 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 Phillips and MFT Consortium endorsement of a Waiver, and ultimately requires DMH approval.

_____ By entering into this Agreement with Phillips, Student hereby authorizes Phillips 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 law.

Initials Student Information

_____ Student affirms that the Personal Identifying Information provided at the end of this Agreement is accurate.

_____ Student will inform Phillips Graduate Institute of any change in 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 Phillips Graduate Institute to verify completion of employment obligation, agreement compliance and/or general inquiries within two calendar weeks of the request.

_____ Student agrees to maintain quarterly (every three months) contact with the MFT Stipend Program via email to the regional coordinator while completing the 12 month of employment payback.

Initials Evaluation Activities

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

_____ Student gives consent to be contacted by Phillips and MFT Consortium 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.

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STATEMENT AND SIGNATURE

In accepting a stipend from the California Educational MFT Stipend Program and administered by Phillips Graduate Institute, 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

Signature for MFT Stipend Program

Dominique Eugene, MA
Regional Coordinator
MFT Consortium of Greater Los Angeles

Date

Signature for Phillips Graduate Institute

José Luis Flores, MA
Program Director, MFT Stipend Program
Phillips Graduate Institute

Date

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PERSONAL IDENTIFYING INFORMATION

Name: _____

Permanent Address: _____

Cell Phone Number: _____

Home Phone Number: _____

Personal Email: _____

School / Other Email: _____

Social Security Number: _____

Driver's License Number: _____

Auto Insurance Agency: _____

Auto Insurance Policy Number: _____

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

Name: _____

Relationship: _____

Address: _____

Telephone: _____

I will immediately notify Phillips Graduate Institute if any of the above information changes.

Signature of Student: _____

Student's Name: _____