## AGREEMENT FOR SERVICES #164-MHD0809

**THIS AGREEMENT** made and entered into by and between the COUNTY of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and Small Counties Emergency Risk Pool (SCERP), which operates under the umbrella of The California Mental Health Directors Association (CMHDA), an un-incorporated Tax Exempt Association 501 (c) 4, whose principal place of business is 2125 19<sup>th</sup> Street, 2<sup>nd</sup> Floor, Sacramento, CA 95818, (hereinafter referred to as "SCERP");

#### RECITALS

WHEREAS, COUNTY has determined that there is a Mental Health Professional shortage experienced in this COUNTY and a lack of local specialized training relevant to the needs of rural, small counties; and

WHEREAS, COUNTY has identified that a rural focused weekend, Masters in Social Work (MSW) program serves as a viable training option for local individuals to pursue a mental health professional education; and

WHEREAS, COUNTY has identified similar interests among other counties who would like to contribute regionally to initiate a weekend Masters in Social Work (MSW) program with a rural mental health focus at the California State University, Sacramento (CSUS); and

WHEREAS, the SCERP has entered into a Memorandum of Understanding with CSUS and University Enterprises, Inc. (UEI) to provide the MSW program on behalf of several counties, including the County of El Dorado, and

WHEREAS, COUNTY has determined that it is necessary to engage the SCERP to serve as a fiscal agent for a regional collaboration project; and

WHEREAS, the SCERP has represented to COUNTY that it is specially trained, experienced, expert and competent to perform the special services required hereunder and COUNTY has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, COUNTY has determined that the provision of these services provided by the SCERP is in the public's best interest, and that these services are more economically and feasibly performed by outside independent contractors as well as authorized by El Dorado COUNTY Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, COUNTY and the SCERP mutually agree as follows:

Article I. Scope of Services: The SCERP has entered into a Memorandum of Understanding (MOU) with the California State University, Sacramento (CSUS) and University Enterprises, Inc. (UEI) to establish a three-year Masters in Social Work (MSW) program, with a rural mental health focus. The term of the MOU is July 1, 2009 to June 30, 2010 and can be renewed annually by mutual consent. That agreement is attached hereto and incorporated herein as Exhibit A.

The SCERP agrees to serve as the contracting and fiscal agent for the CSUS Rural Mental Health Masters in Social Work Program on behalf of COUNTY, three nearby counties (Calaveras, Tuolumne, and Amador), and the Central Region Partnership who are collaborating to fund the administrative costs of this new program with Mental Health Services Act (MHSA) Workforce Education and Training (WET) funding.

The SCERP, therefore, shall maintain the contract and provide the fiscal administration on behalf of COUNTY for the CSUS MSW Program and will disperse funds on behalf of COUNTY to UEI who serves as the fiscal intermediary for CSUS.

**Article II.** This Agreement shall be effective upon execution and shall expire June 30, 2012, unless terminated earlier pursuant to provisions of Article IX herein.

Article III. Compensation for Services: UEI will invoice the SCERP for the full administrative costs on an annual basis and the SCERP will subsequently invoice COUNTY for the agreed upon portion being funded for that year. The SCERP is responsible for ensuring proper invoicing by UEI.

For FY 2009-2010, the SCERP shall submit to COUNTY an annual invoice upon execution of this Agreement. For services provided herein, COUNTY agrees to pay the SCERP \$16,000 within forty-five (45) days following COUNTY's receipt of the invoice.

For FY 2010-2011 and FY 2011-2012, the SCERP shall submit to COUNTY an annual invoice within thirty (30) days of the beginning of each school year. For services provided herein, COUNTY agrees to pay the SCERP within forty-five (45) days following COUNTY's receipt of the invoice.

The payment amount for FY 2010-2011 and FY 2011-2012 shall not exceed \$20,000 for each year, and shall be agreed to, in writing, by the County Director of Health Services.

Once the SCERP receives the funds from the COUNTY in each fiscal year, the SCERP will forward the full amount to UEI for the Rural Mental Health MSW Program. The SCERP will not advance any money to UEI that has not yet been collected from COUNTY and will not be held liable for unpaid dollars to UEI that have not been forwarded to the SCERP by COUNTY.

Invoices are to be sent accordingly to:

El Dorado County Health Services Department, Mental Health Division Attn: Accounts Payable 670 Placerville Drive, Suite 1B Placerville, CA 95667

The total amount of this agreement shall not exceed \$56,000.

Article IV. Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

Article V. SCERP to COUNTY: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from COUNTY and its staff. It is further agreed that in all matters pertaining to this Agreement, SCERP shall act as contractor only to COUNTY and shall not act as contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with SCERP's responsibilities to COUNTY during term hereof.

Article VI. Assignment and Delegation: SCERP is engaged by COUNTY for its unique qualifications and skills as well as those of its personnel. SCERP shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of COUNTY.

Article VII. Independent Contractor/Liability: SCERP is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. SCERP exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

SCERP shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. COUNTY shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to SCERP or its employees.

## **Article VIII.** Fiscal Considerations:

Section 8.01 COUNTY Budget: The parties to this Agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of COUNTY business, COUNTY will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, COUNTY shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and COUNTY released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any COUNTY department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the COUNTY, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

Section 8.02 MHSA WET Funding: The parties acknowledge that funding for this Agreement is derived from COUNTY's receipt of Mental Health Services Act (MHSA) Workforce Education and Training (WET) funds from the State of California. COUNTY may terminate this contract immediately upon written notice should MHSA WET funding cease or be materially decreased.

## Article IX. Default, Termination, and Cancellation:

Section 9.01 Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

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Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, COUNTY reserves the right to take over and complete the work by contract or by any other means.

Section 9.02 Bankruptcy: This Agreement, at the option of the COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of SCERP.

Section 9.03 Ceasing Performance: COUNTY may terminate this Agreement in the event SCERP ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

Section 9.04 Termination or Cancellation without Cause: COUNTY may terminate this Agreement in whole or in part upon seven (7) calendar day's written notice by COUNTY without cause. If such prior termination is effected, COUNTY will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to SCERP, and for such other services, which COUNTY may agree to in writing as necessary for contract resolution. In no event, however, shall COUNTY be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, SCERP shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

Article X. Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be addressed as follows:

COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT 931 SPRING STREET PLACERVILLE, CA 95667 ATTN: NEDA WEST, DIRECTOR

or to such other location as COUNTY directs.

Notices to SCERP shall be addressed as follows:

SMALL COUNTIES EMERGENCY RISK POOL (SCERP) 2125 19<sup>TH</sup> STREET, 2<sup>ND</sup> FLOOR SACRAMENTO, CA 95818 ATTN: PAULA LAIEWSKI

or to such other location as SCERP directs.

Article XI. Indemnity: The SCERP shall defend, indemnify, and hold the COUNTY harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, COUNTY employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the SCERP's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the COUNTY, the SCERP, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the COUNTY, its officers and employees, or as expressly prescribed by statute. This duty of SCERP to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.

**Article XII.** Insurance: SCERP shall provide proof of a policy of insurance satisfactory to the El Dorado COUNTY Risk Manager and documentation evidencing that SCERP maintains insurance that meets the following requirements:

Section 12.01 Full Workers' Compensation and Employers' Liability Insurance covering all employees of SCERP as required by law in the State of California.

Section 12.02 Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

Section 12.03 Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the SCERP in the performance of the Agreement.

Section 12.04 In the event SCERP is a licensed professional, and is performing professional services under this Agreement; professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.

Section 12.05 SCERP shall furnish a certificate of insurance satisfactory to the El Dorado COUNTY Risk Manager as evidence that the insurance required above is being maintained.

Section 12.06 The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

Section 12.07 SCERP agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, SCERP agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and SCERP agrees that no work or services shall be performed prior to the giving of such approval. In the event the SCERP fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Section 12.08 The certificate of insurance must include the following provisions stating that:

- (a) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY, and;
- (b) The COUNTY of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- (c) The SCERP's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the SCERP's insurance and shall not contribute with it.
- (d) Any deductibles or self-insured retentions must be declared to and approved by the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, and volunteers; or the SCERP shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (e) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or volunteers.
- (f) The insurance companies shall have no recourse against the COUNTY of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- (g) SCERP's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

- (h) In the event SCERP cannot provide an occurrence policy, SCERP shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- (i) Certificate of insurance shall meet such additional standards as may be determined by the contracting COUNTY Department either independently or in consultation with Risk Management, as essential for the protection of the COUNTY.

Article XIII. Interest of Public Official: No official or employee of COUNTY who exercises any functions or responsibilities in review or approval of services to be provided by SCERP under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of COUNTY have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Article XIV. Interest of SCERP: SCERP covenants that SCERP presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. SCERP further covenants that in the performance of this Agreement no person having any such interest shall be employed by SCERP.

Article XV. Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. SCERP attests that it has no current business or financial relationship with any COUNTY employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. COUNTY represents that it is unaware of any financial or economic interest of any public officer or employee of SCERP relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the ARTICLE in the Agreement titled, "Default, Termination and Cancellation".

Article XVI. California Residency (Form 590): All independent contractors providing services to the COUNTY must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The SCERP will be required to submit a Form 590 prior to execution of an Agreement

or COUNTY shall withhold seven (7) percent of each payment made to the SCERP during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

Article XVII. Taxpayer Identification Number (Form W-9): All independent contractors or corporations providing services to the COUNTY must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

Article XVIII. COUNTY Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado COUNTY without possessing a COUNTY business license unless exempt under COUNTY Code Section 5.08.070.

Article XVIX. Administrator: The COUNTY Officer or employee with responsibility for administering this Agreement is Christine Kondo-Lister, Deputy Director, Health Services Department, Mental Health Division, or successor.

Article XX. Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

Article XXI. Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Article XXII. Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado COUNTY, California, and shall be resolved in accordance with the laws of the State of California.

**Article XXIII.** Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

# REQUESTING DEPARTMENT HEAD CONCURRENCE:

Dated: <u>/2-17-09</u>

By: Meda West, Director
Health Services Department
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

## -- COUNTY OF EL DORADO--

By: Ron Briggs, Chairman Board of Supervisors "COUNTY"	Dated:
	ATTEST Suzanne Allen de Sanchez Clerk of the Board of Supervisors
By:	Date:
S C E R P	
SMALL COUNTIES EMERGENCY RISK POOL	
By: Patricia Ryan, Executive Director California Mental Health Directors Association Small County Emergency Risk Pool "SCERP"	Dated: 1-5-10

# Memorandum of Understanding between the Small County Emergency Risk Pool, the California State University Sacramento – Division of Social Work, and University Enterprises, Inc.

This Memorandum of Understanding (MOU) is between the members of the Small County Emergency Risk Pool (SCERP), located at 2125 19<sup>th</sup> Street, Sacramento, CA 95818, and acting on behalf of Amador, Calaveras, El Dorado, and Tuolumne Counties and the Central Regional Partnership (The Counties), and University Enterprises, Inc. (UEI) located at 1600 W: El Gamino Avenue, Sacramento, CA 95839, on behalf of the California State University Sacramento (CSUS) — Division of Social Work located at 6000 J Street, Mariposa Hall 4010, Sacramento, CA 95819-6090.

The term of this MOU is for July 1, 2009 through June 30, 2010. This MOU can be annually renewed by mutual consent each year and can be renegotiated by either party (The Counties or CSUS) at any time.

This MOU is entered into with the goal of providing the funding for the administration of a weekend Masters in Social Work (MSW) Program with a rural, mental health focus located at CSUS. It is the understanding of both parties that this MSW Program will serve the staff and residents of the participating counties. Tuition and fees will be the sole responsibility of each student.

It is also understood that the California Mental Health Directors Association's (CMHDA) Small County Emergency Risk Pool (SCERP) is to act as the fiscal agent for payments for this program. The monies will originate from the counties, be passed to the CMHDA and forwarded to CSUS: The only monies in payment to CSUS will be monies collected from the counties. There will be no advancement of dollars from the SCERP.

The Counties (Amador, Calaveras, El Dorado, and Tuolumne) represented by the Small County Emergency Risk Pool will provide:

- Administrative funding for the MSW Program towards the salary (or salaries) for staff program coordination, clerical support and travel and supplies, up to a maximum of \$100,000 annually.
- 2. Payment in a timely manner, pending the approval and funding of each county's Mental Heath Services Act (MHSA) Workforce Education and Training Plan. (Note: all plans should be approved by end of fiscal year 2008-2009.) SCERP will submit one (1) aggregate annual payment on behalf of The Counties within 45 days of receipt of all county funding, unless the need arises to submit separate county payments due to plan approval or contract delays. Payment will be held if no invoice is received.
- 3. Marketing of the MSW Program to county staff and residents to promote enrollment via inter-department flyers, newsletters, press releases, and/or other means as appropriate to each county. County staff will also assist with enrollment recommendations for CSUS, as needed.
- 4. Emphasis on MHSA essential elements with current employees enrolled in the program, as well as with non employee students to reinforce the CSUS MSW Program, is a rural mental health focus and curricula. These essential elements include a focus on wellness, recovery, and resiliency; cultural competency, including rural culture; integrated service experiences for clients/families; client/family-driven mental health system; and community collaboration.
- 5. Field placement support for MSW Program students in collaboration with CSUS director of field placement as positions are available. County placement may be done as an "exchange program," trading student/staff from one participating county with student/staff from another participating county for a rich, cross-training experience. Placement may also be possible within other in-county departments and/or units if necessary or applicable to a student's focus (i.e. Social Work or Administration). County representatives will identify a field placement contact within each location.
- Representation from each county for an academic advisory committee that will convene once a semester.
   The purpose of this advisory committee is to support rural mental health expertise for CSUS faculty and staff as needed. Committee meetings will also allow opportunities to ensure that the elements of this MOU are clear and being met.
- 7. Evaluations and reporting in conjunction with CSUS for the State Department of Mental Health as needed for auditing or other purposes. (No specific reporting requirements are expected at this time.) Indicators of

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success may include a decrease in the number of hard to fill and hard to retain positions, and an increase in the number and proportion of public mental health workforce who have experience in rural competency.

 Funding not to exceed University Enterprises, Inc. estimates of \$100,000 per year for administrative salaries, staff salaries, travel and supplies. The Counties and Central Regional Partnership have agreed to split this cost using the calculation below for Fiscal Year 2009-2010:

County	Population	Percentage	At \$100,000
Amador	38,941	12%	\$12,000
Calaveras	47,722	20%	\$20,000
El Dorado	178,066	16%	\$16,000
Regional Partnership	N/A	32%	\$32,000
Tuolumne	56,855	20%	\$20,000
Total	321,584	100%	\$100,000

## University Enterprises, Incorporated (UEI), as the fiscal agent for CSUS, will provide:

An invoice to the SCERP no later than September 1, 2009 to provide the amount to be collected from the member counties, which is the total cost of the program for Fiscal Year 2009-2010. This amount is not to exceed \$100,000 in total for the CSUS Rural Mental Health MSW Program for said year.

The projected budget is as follows:

Personnel	09-10 FY
Associate Professor, PI	(7/09 - 6/10)
*\$73,751 AY Salary 2009-2010	\$ 73,751
\$54 Hourly rate 2009-10	
40% Effort Fall Semester (6 units)	\$ 14,750
40% Effort Spring Semester (6 units)	\$ 14,750
Overload (250 hrs FY09) (200 hrs FY10) (150 hrs FY11)	\$ 13,500
Subtotal	\$ 43,000
Administrative Assistant	
1/4 of \$30,360 Annual Salary X 1.5 overtime	\$ 11,385
Subtotal	\$ 11,385
Fringe Benefits	
39.53% faculty AY	\$ 16,998
39.37% administrative assistant	\$ 4,482
12.5% faculty overload	\$ 1,688
Subtotal Fringe	\$ 23,168
Subtotal Personnel	\$ 77,553
Travel	
Lodging (\$120/night X 10)	\$ 1,200
Mileage (4000 miles X 0.505/mi)	\$ 2,020
Per Diem (\$55/day X 30 days)	\$ 1,650
Staff Development Conferences	\$ 1,500
Conference Travel Expense	\$ 2,000
Subtotal Travel	\$ 8,370
Materials & Supplies	
Equipment	\$ 500
Curriculum Materials	\$ 500

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Subtotal Materials	\$ 1,000
Facilities and Administrative Costs at 15% MTDC	\$ 13,043
Total Project Costs	\$ 99,966
*Added 6% each fiscal year for potential cost of living and merit increases	

University Enterprises, Inc. on behalf of MN / / July / /L
The California State University, Sacramento - Division of Social Work, effective August 31, 2009 and through June 30, 2010, will provide:

- Administration of the MSW Program as described below at the Sacramento campus one weekend per month, ten months per year, for three years targeted toward the staff and residents of Amador, Calaveras, El Dorado, and Tuolumne Counties, resulting in approximately 30-40 students. Should their be insufficient students from the sponsoring counties, adjacent counties including Yolo, Sacramento, and others may be recruited as needed if all parties relating to this MOU are mutually agreeable. All required services for the MSW Program should be provided during academic school hours, including hours dictated by the requirements of field placements.
- 2. Coordination of MSW Program recruitment, admission, curriculum development, student advisement and mentorship, teaching, student tracking, and SCERP/county department liaison.
- Development of MSW Program curricula and methods of teaching that integrate theory and practice to
  promote the following essential elements of the Mental Health Services Act to ensure proper funding
  accountability:

Wellness, Recovery, and Resiliency Focus: Recovery refers to the process in which people who are diagnosed with a mental illness are able to live, work, learn, and participate fully in their communities. For some individuals, regaining means recovering certain aspects of their lives and the ability to live a fulfilling and productive life despite a disability. For others, recovery implies the reduction or elimination of symptoms. Focusing on recovery in service planning encourages and supports hope.

Instruction should include a clear focus on wellness, recovery, and resiliency using applicable rural vignettes and examples.

Cultural Competence: Cultural competence is a set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family member providers, and professionals that enables that system, agency or those professionals, consumer providers, and family member providers to work effectively in cross-cultural situations.

Cultural competence includes language competence and views cultural and language competent programs and services as methods for elimination of racial and ethnic mental health disparities. There is a clear focus on improved quality and effectiveness of services. Service providers understand and utilize the strengths of culture in service delivery. Culturally competent programs and services are viewed as a way to enhance the ability of the whole system to incorporate the languages and cultures of its clients into the services that provide the most effective outcomes and create cost effective programs. Identification, development, promulgation, and adoption of culturally competent best practices for care must be an integral part of ongoing culturally competent planning and implementation of the MHSA.

For rural communities, this includes the awareness of cultural aspects unique to non-urban environments. Some examples of rural competency include the ability to understand lack of anonymity common to small towns, challenges around confidentiality and conflicts of interest, isolation for remote areas and for the elderly, historical ties and trauma, as well as the unique barriers and identities surrounding towns themselves. As such, curricula should utilize appropriate examples emphasizing this competency.

Integrated Service Experiences for Clients/Families: This means that services are "seamless" to clients and that clients do not have to negotiate multiple agencies and funding sources to get critical needs met and

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to move towards recovery and develop resiliency. Services are delivered, or at a minimum, coordinated through a single agency or a system of care. The integrated service experience centers on the individual/family, uses a strength-based approach, and includes multi-agency programs and joint planning to best address the individual/family's needs using the full range of community-based treatment, case management, and interagency system components required by children/transition age youth/adults/older adults. Integrated service experiences include attention to people of all ages who have a mental illness and who also have co-occurring disorders, including substance use problems and other chronic health conditions or disabilities.

Curricula should examine dual-diagnosis theory and practice, and should include best practices for the collaborative prevention and early intervention of behavioral, emotional, and mental disorders that may lead to school failure, justice system involvement, drug abuse, frequent hospitalizations, and/or homelessness in the future. Curricula should also include an emphasis on integrated health care; i.e. mental health and physical health.

Client/Family-Driven Mental Health System: Adult clients and families of children and youth are best able to identify their needs and preferences that will lead to the services and supports that will be most effective for them. Increasing opportunities for clients and families to have greater choices over such things as types of service, providers, and how service dollars are spent, facilitates personal responsibility, creates an economic interest in obtaining and sustaining recovery, and shifts the incentives towards a system that promotes learning, self-monitoring, and accountability. Increasing choice protects individuals and encourages quality. This includes the employment of clients and family members of clients to ensure system-wide change from within.

Curricula should include instruction on the development of recovery-focused, individualized, comprehensive service plans to help overcome the problems that result from fragmented or uncoordinated services and systems. Emphasis should also be placed on the inclusion of clients/family members in the public mental health workplace and instruction provided on current best practices in that regard.

Community Collaboration: Community collaboration refers to the process by which various stakeholders including groups of individuals or families, citizens, agencies, organizations, and businesses work together to share information and resources in order to accomplish a shared vision. Collaboration allows for shared leadership, decisions, ownership, vision, and responsibility. The goal is to bring members of the community together in an atmosphere of support to systematically solve existing and emerging problems that could not easily be solved by one group alone.

Curricula should allow for instruction on inter-agency collaboration, and should include confidentiality, ethics, and proper clinical documentation. In line with this MHSA element, emphasis on organizational leadership and community interaction is also encouraged.

The Counties will continue to have the opportunity to review and provide feedback of curriculum drafts as they are developed. MSW Curriculum will adhere to the Council on Social Work Education Standards.

- 4. Field placement coordination from field placement director for MSW Program students in collaboration with participating counties as positions are available. County placement may be done as an "exchange program," trading student/staff from one participating county with student/staff from another participating county for a rich, cross-training experience. Placement may also be possible within other in-county departments and/or units if necessary or applicable to a student's focus (i.e. Social Work or Administration). All field placements will adhere to the CSUS Curriculum and Policy Guide for Field Education.
- 5. Representation on an academic advisory committee to meet prior to each semester, to include faculty with MHSA expertise and the field placement director. The purpose of this advisory committee is to provide an interchange of support and rural mental health expertise for CSUS faculty and staff as needed. Committee meetings will also allow opportunity to ensure that the elements of this MOU are clear and being met.
- 6. Assistance, data and information for evaluations and reporting in conjunction with individual counties for the State Department of Mental Health if necessary for auditing or other purposes. (No specific reporting requirements are expected at this time.) Indicators of success may include a decrease in the number of hard

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to fill and hard to retain positions, and an increase in the number and proportion of public mental health workforce who have experience in rural competency.

The contact information for each County's MHSA Workforce Education and Training Coordinator and for the MOU representatives is as follows:

Amador County George Sonsel, LCSW, Director Behavioral Health Services 10877 Conductor Blvd. Sutter Creek, CA 95685 209-223-6412	Calaveras County Rita Downs, M.Ed., MPA, Director Behavioral Health Services 891 Mountain Ranch Road San Andreas, CA 95249 209-754-6525	El Dorado County Chris Kondo-Lister, MHSA Coordinator Department of Mental Health 670 Placerville Dr. Suite 1B Placerville, CA 95667 530-621-6270
Tuolumne County Beatrice W. Readel, LCSW, Director Behavioral Health Department 2 South Green Street Sonora, CA 95370 209-533-6245	Central Region Partnership (ST) Gina Ehlert, Workforce Coordinator CA Institute of Mental Health 2125 19 <sup>th</sup> Street Sacramento, CA 95818 916.207.1148	Central Region Partnership (CO) Maureen Bauman, LCSW, Director Placer County Mental Health 11512 B Avenue Auburn, CA 95603 530-889-7240
Small Co. Emergency Risk Pool Paula Laiewski, Fiscal Services CA Mental Health Directors Assoc. 2125 19 <sup>th</sup> Street Sacramento, CA 95818 916-556-3477, x118	CSU Sacramento Dr. Robin Carter, Director Division of Social Work 6000 J Street, Mariposa 4010 Sacramento, CA 95819-6090 916-278-7181	CSU Sacramento Dr. Robin Kennedy Rural Mountain Program Coordinator 6000 J Street, Mariposa 4010 Sacramento, CA 95819-6090 916-278-6943

Authorizations:

Authorizations.
CMH DA/Smail County Emergency Risk Pool
Patricia Ryan, Director CMHDA/SCERP
f-12-09
University Enterprises, Inc Research + - CSU Sacramento - Contract & C Research Administration
Monica F. Kauppinen, Diffestor
\$/18/09
Date / /

CSU Sacramento - Division of Social Work

Robin Carter, Division Director Department of Social Work

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