

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

361



FROM: Department of Mental Health

SUBMITTAL DATE:
June 22, 2009

SUBJECT: Approval of the Mental Health Services Act (MHSA), Workforce Education and Training (WET) Southern Counties Regional Partnership Memorandum of Understanding (MOU)

RECOMMENDED MOTION: Move that the Board of Supervisors approve and authorize Chairman of the Board and the Director of Mental Health to sign the MHSA, WET Southern Counties Regional Partnership MOU

BACKGROUND: One of the MHSA components is Workforce Education and Training (WET). The Southern Counties Regional Partnership goals, as set forth in Section 5822 of the Welfare and Institutions Code are to expand and outreach to multicultural communities, increase the diversity of the workforce, reduce the stigma associated with mental illness and promote the use of web-based technologies and distance learning techniques. The Riverside County Mental Health Department's WET plan identifies participation in the Southern Counties Regional Partnership. This plan was approved by the state on November 20, 2008. **(continued on page 2)**

FORM APPROVED COUNTY COUNSEL
BY: *Larisa R-Mckenna*
DATE: *6/22/09*
Departmental Concurrence

JW:KDS

Jerry Wengert

Jerry Wengert, Director
Department of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	08/09 – 11/12

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

Dept's Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** All | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.47

SUBJECT: Approval of the Mental Health Services Act (MHSA), Workforce Education and Training (WET) Southern Counties Regional Partnership Memorandum of Understanding (MOU)

BACKGROUND: (continued)

In accordance with the State Department of Mental Health (DMH) Information Notice 08-20, the County of San Bernardino Department of Behavioral Health submitted an application to the DMH, on behalf of all participating Southern California Counties to implement and be the fiscal agent for the Southern California Counties Regional Partnership. Additionally, DMH Notice 08-20 states, in part, that funding for County participation in this Regional Partnership is neither part of the County's WET Planning Estimate, nor does it need to be. The application was approved by the State in January 2009 and the funding for implementation and fiscal agent responsibilities was allocated to the County of San Bernardino in April 2009.

At this time, ten (10) Southern California Counties desire to work cooperatively to achieve the goals of the MHSA, WET. The MOU has been finalized by the County of San Bernardino, with input from the participating counties involved, along with input from the state, and is now being presented to the Board of Supervisors for approval.

FINANCIAL IMPACT:

The cost for Riverside County to participate in this Regional Partnership is limited to the WET Coordinator time to participate in quarterly meetings and an interview panel for Regional Coordinators, travel time and mileage, and related coordination communication. These in-kind costs will be paid out of the MHSA WET funds. No County funds are required.

**Memorandum of Understanding
For
Workforce Education and Training
Southern Counties Regional Partnership**

For scanning

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Attachment I – Budget Detail

**Memorandum of Understanding
Between**

**San Bernardino County Department of Behavioral Health
And
Imperial County Behavioral Health Services
And
Kern County Mental Health Services
And
Orange County Behavioral Health Services
And
Riverside County Mental Health
And
San Diego County Behavioral Health Division
And
San Luis Obispo County Behavioral Health Department
And
Santa Barbara County Alcohol, Drug & Mental Health Services
And
Tri-City Mental Health Center (Claremont, La Verne and Pomona)
And
Ventura County Behavioral Health Department**

**For
Workforce Education and Training Southern Counties Regional Partnership**

WHEREAS, in November 2004, California voters passed Proposition 63, which imposed a 1% tax on adjusted annual income over \$1,000,000 and was enacted into law in 2005 as the Mental Health Services Act (MHSA) whose purpose is to reduce the long-term adverse impact on individuals, families and state and local budgets resulting from untreated serious mental illness; and

WHEREAS, the County of San Bernardino Department of Behavioral Health (DBH) submitted a Regional Partnership application on behalf of the Southern Counties to request MHSA Workforce Education and Training funds to implement and operate a Regional Partnership in accordance with the requirements set forth in the Department of Mental Health Information Notice 08-20; and

WHEREAS, Regional Partnerships are set forth in Section 5822 of the Welfare and Institutions Code as an important workforce strategy to assist the Public Mental Health system in its efforts to expand outreach to multicultural communities, increase the diversity of the workforce, reduce the stigma associated with mental illness and promote the use of web-based technologies and distance learning techniques; and

WHEREAS, the DBH's Southern Counties Regional Partnership application was approved by the California Department of Mental Health on February 17, 2009; and

WHEREAS, this Memorandum of Understanding establishes a collaborative relationship between all of the Southern Counties to conduct the activities outlined in the Regional Partnership application;

NOW THEREFORE, the parties agree as follows:

I. Definitions

Throughout this MOU, the following terms are defined as follows:

1. Regional Partnerships - Groups of County approved individuals and/or organizations within geographical proximity that act as an employment and education resource for the Public Mental Health System. Regional Partnerships may often cross county boundaries, and can serve as a collaborative network in which multiple Counties can plan for and eventually implement activities to obtain and share Workforce Education and Training resources. Regional Partnerships are set forth in Section 5822 of the Welfare and Institutions Code as an important workforce strategy to assist the Public Mental Health System in its efforts to expand outreach to multicultural communities, increase the diversity of the workforce, reduce the stigma associated with mental illness, and promote the use of web-based technologies and distance learning techniques. (Welf. & Inst. Code § 5822, subd. (d).)
2. Workforce Education & Training (WET) - One of the components of the Mental Health Services Act that provides training and development for the mental health workforce. Workforce development and education and training needs include addressing shortages in occupations, skill sets and individuals with unique cultural and linguistic competence to provide public mental health services and providing education and training for all individuals currently providing services to maintain a culturally competent workforce capable of providing client and family driven services that promote wellness, recovery and resilience, and lead to measurable values-driven outcomes.
3. WET Coordinator - A County designated staff person responsible for implementation of the counties WET component.
4. The Southern Counties - San Luis Obispo, Santa Barbara, Ventura, Kern, San Bernardino, Riverside, Imperial, Orange, San Diego and the Tri-City Mental Health (Pomona, Claremont and La Verne).
5. Upper Southern Region - Due to the large geographic size of the Southern region, the counties are collaborating on a smaller regional level. The Upper Southern Region Counties are Kern, San Luis Obispo, Santa Barbara and Ventura counties.
6. Lower Southern Region - The counties of Imperial, Orange, Riverside, San Bernardino, San Diego and Tri-City Mental Health Center.
7. Tri-City Mental Health Center - A Joint Powers Agency formed under Section 115 of the Internal Revenue Code, as an instrumentality of the Cities of Claremont, La Verne and Pomona, each of which is a municipal corporation of the State of California.
8. Regional Coordinators (RC) - Contract employees responsible for planning and implementing all of the Regional Partnership activities. One Regional Coordinator will be physically located in both the Upper and Lower Southern Region.
9. Host County - The County where each Regional Coordinator will be physically located.

10. The Southern Counties Regional Partnership Executive Board - The oversight body to ensure the activities are in accordance with Regional Partnership regulations. The Executive Board is composed of the Mental Health Directors or their designees.
11. Department of Mental Health (DMH) - The California Department of Mental Health, entrusted with leadership of the California mental health system, ensures through partnerships the availability and accessibility of effective, efficient, culturally competent services. This is accomplished by advocacy, education, innovation, outreach, understanding, oversight, monitoring, quality improvement, and the provision of direct services.

II. Responsibilities

- A. **General Responsibilities of the County of San Bernardino Department of Behavioral Health:**
 1. Serve as the fiscal agent for the Southern Counties Regional Partnership for an administrative fee of 15%.
 2. Hire and employ Regional Coordinators as contract employees. The WET Coordinator will be designated as the supervisor for the Regional Coordinators.
- B. **Fiscal Responsibilities of the County of San Bernardino Department of Behavioral Health:**
 1. Manage the funds received from DMH for the regional partnership in a separate account.
 2. Provide quarterly fiscal reports.
 3. Provide funding to each host county for .5 FTE clerical support at a budgeted rate of \$30,000 annually per Host County.
 4. Hire two Regional Coordinators as contract employees. Salaries and benefits of \$120,000 per Coordinator will be paid from the Regional Partnership funds.
- C. **Southern Region Counties:**
 1. Attend quarterly Regional Partnership meetings.
 2. Host quarterly meetings on a rotating basis.
 3. Provide in kind travel for Director or designee to attend the Regional Partnership meetings.
 4. Participate on interview panel for Regional Coordinators.
 5. Provide meeting space, which includes a conference phone and meeting material copies, when hosting the quarterly meetings.
 6. Facilitate communication and sharing of information.
 7. Provide feedback on Regional Coordinator performance.

D. Host Counties:

1. Provide In kind workspace, including workstation and phone for the Regional Coordinators.
2. Provide in kind network access.
3. Provide .5 FTE clerical support, which is budgeted in the regional partnership at a rate of \$30,000 annually per Host County.
4. Provide Ad hoc supervision of the Regional Coordinator

E. Executive Board:

1. All budget requests will be reviewed and approved by the Southern Counties Regional Partnership Executive Board. A majority vote is needed for approval.
2. Any grievances will be presented to the Executive Board for resolution. If a satisfactory resolution cannot be determined, the grievance will be presented to the California DMH.
3. Quarterly fiscal reports and annual status updates will be shared with the Executive Board. All reports will meet any and all state requirements.

III. Indemnification

The Southern Counties Regional Partnership agree to indemnify and hold harmless the County of San Bernardino Department of Behavioral Health, its authorized officers, employees, agents and volunteers for any and all claims, actions, losses, damages and/or liability that is caused by the act of negligence or intentional acts by the Southern Counties.

The County of San Bernardino Department of Behavioral Health agrees to indemnify and hold harmless the Southern Counties Regional Partnership, its authorized officers, employees, agents and volunteers for any and all claims, actions, losses, damages and/or liability that is caused by the act of negligence or intentional acts by the Department of Behavioral Health.

IV. Duration and Term

- A. The term of the MOU is July 14, 2009 through June 30, 2012. The MOU may be extended or terminated depending on the availability of funds.
- B. Any Party may terminate this MOU without penalty immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of this MOU, any misrepresentation, or fraud on the part of any Party.

V. Fiscal Provisions

- A. The three years of the regional partnership funding shall not exceed \$1,800,000.
- B. The maximum amount of expenditures is not to exceed \$600,000 per fiscal year in accordance with the attached budget detail. (See Attachment I)
- C. Host counties shall accept all payments from San Bernardino County DBH via electronic funds transfer (EFT) directly deposited into the host county's designated checking or other bank account. Host County shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

VI. General Provisions

No alteration or variation of the terms of this MOU shall be valid unless mutually agreed upon in writing and signed by all parties.

VII. Conclusion

- A. This MOU consisting of seventeen (17) pages and Attachment I are the full and complete document describing services to be rendered by the Southern Counties Regional Partnership including all covenants, conditions and benefits.
- B. The signatures of the parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.
- C. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.

**Memorandum of Understanding for Workforce Education and Training
Southern Counties Regional Partnership**

IMPERIAL COUNTY

DEPARTMENT OF BEHAVIORAL HEALTH

Name: Michael Horn, MFT
Title: Director
Address: 202 N. 8th Street
El Centro, CA 92243

Date: _____

**Memorandum of Understanding for Workforce Education and Training
Southern Counties Regional Partnership**

KERN COUNTY

MENTAL HEALTH SERVICES

Name: Dr. Jim Waterman
Title: Interim Director
Address: P.O. Box 1000
Bakersfield, Ca 93302

Date: _____

**KERN COUNTY
BOARD OF SUPERVISORS**

Name: John McQuiston
Title: Board Chairman
Address: P.O. Box 1000
Bakersfield, CA 93302

Date: _____

**Memorandum of Understanding for Workforce Education and Training
Southern Counties Regional Partnership**

**ORANGE COUNTY
BEHAVIORAL HEALTH SERVICES**

Name: Mark A. Refowitz
Title: Director
Address: 405 West 5th Street, 7th Floor
Santa Ana, CA 92701

Date: _____

**Memorandum of Understanding for Workforce Education and Training
Southern Counties Regional Partnership**

**RIVERSIDE COUNTY
MENTAL HEALTH**

Name: Jerry A. Wengerd
Title: Director
Address: P.O. Box 7549
Riverside, CA 92513-7549

Date: _____

**RIVERSIDE COUNTY
BOARD OF SUPERVISORS**

Name: Jeff Stone
Title: Board Chairman
Address: 4080 Lemon Street, fifth floor
Riverside, CA 92501

Date: _____

FORM APPROVED COUNTY COUNSEL

BY: Larisa R-Mckenna 6/23/09
LARISA R-MCKENNA DATE

**Memorandum of Understanding for Workforce Education and Training
Southern Counties Regional Partnership**

**COUNTY OF SAN BERNARDINO
DEPARTMENT OF BEHAVIORAL HEALTH**

Name: Allan Rawland
Title: Director
Address: 268 W. Hospitality Lane, Suite 400
San Bernardino, CA 92415-0026

Date: _____

**Memorandum of Understanding for Workforce Education and Training
Southern Counties Regional Partnership**

**SAN DIEGO COUNTY
BEHAVIORAL HEALTH DIVISION**

Name: Jennifer Schaffer, Ph.D.
Title: Director
Address: 3255 Camino Del Rio South
San Diego, CA 92108

Date: _____

Name: Nick Macchione, MS, MPH, FACHE
Title: Director
Health and Human Services Agency
County of San Diego
Address: 1700 Pacific Highway
San Diego, CA 92101

Date: _____

**Memorandum of Understanding for Workforce Education and Training
Southern Counties Regional Partnership**

**SAN LUIS OBISPO COUNTY
BEHAVIORAL HEALTH DEPARTMENT**

Name: Karen Baylor, Ph.D., MFT
Title: Behavioral Health Administrator
Address: 2178 Johnson Avenue
San Luis Obispo, CA 93401-4535

Date: _____

**Memorandum of Understanding for Workforce Education and Training
Southern Counties Regional Partnership**

**SANTA BARBARA COUNTY
ALCOHOL, DRUG & MENTAL HEALTH SERVICES**

Name: Ann Detrick, Ph.D.
Title: Director
Address: 300 North San Antonio Road, Building 3
Santa Barbara, CA 93110

Date: _____

**Memorandum of Understanding for Workforce Education and Training
Southern Counties Regional Partnership**

TRI-CITY MENTAL HEALTH CENTER

Name: Jesse H. Duff
Title: Executive Director
Address: 2008 N. Garey Avenue
Pomona, CA 91767-2722

Date: _____

**Memorandum of Understanding for Workforce Education and Training
Southern Counties Regional Partnership**

**VENTURA COUNTY
BEHAVIORAL HEALTH DEPARTMENT**

Name: Melony Roy, LCSW
Title: Director
Address: 1911 Williams Dr., Suite 200
Oxnard, Ca 93036

Date: _____

Budget Detail

The cost of employing two (2) full-time equivalent (FTE) Regional Coordinator positions to assist the Southern Regional Partnership and one (1) full-time equivalent (FTE) clerical position to assist the Regional Coordinators. One half-time clerk each will work in an Upper Southern County and a Lower Southern County.

Staff:

2.0 FTE @ \$120,000 per year including salary and benefits	\$240,000
1.0 FTE @ 60,000 per year including salary and benefits	\$ 60,000
Total Staffing per year	\$300,000

Operating Costs:

Equipment, supplies, communication, travel, training, etc.	\$ 50,000
Identification and use of a "distance meeting solution" to reduce the time and costs of travel to meetings such as www.2gotomeeting.com or www.webex.com	

Collaboration Building and Outreach:

Costs for collaboration building and outreach include activities and costs associated with identifying partners, explaining the partnership to those identified and conducting a kick off meeting. Subsequent to Phase One, costs include promoting the Regional Partnership and other outreach costs.	\$ 160,000
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Administrative Overhead:

Staff and Operating Expenses @15.0%	\$ 90,000
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Total:

Total Yearly Budget	\$600,000
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