

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

451



**FROM:** Stanley L. Sniff, Jr., Sheriff-Coroner-PA

**SUBMITTAL DATE:**  
09/16/10

**SUBJECT:** Acceptance of Continued California Emergency Management Agency (CalEMA) funding for the Residential Substance Abuse Treatment (RSAT) Program

**RECOMMENDED MOTION:** Move that the Board of Supervisors:

1. Acknowledge acceptance of a Residential Substance Abuse Treatment (RSAT) Grant Award in the amount of \$200,000 from the California Emergency Management Agency (CalEMA) to continue the operation and expand treatment services at the Larry D. Smith Correctional Facility.
2. Approve a 25% local match in the amount of \$66,667.

**BACKGROUND:** Continued on Page 2  
BR 11-031

*[Signature]*

Stanley L. Sniff, Jr., Sheriff-Coroner-PA  
Will Taylor, Director of Finance

**FINANCIAL  
DATA**

Current F.Y. Total Cost:	\$266,667	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$66,667	Budget Adjustment:	No
Annual Net County Cost:	\$0	For Fiscal Year:	FY 2010-11

**SOURCE OF FUNDS:** 75% Federal Funds and 25% Inmate Welfare Fund

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

**C.E.O. RECOMMENDATION:** APPROVE

**County Executive Office Signature** BY: Elizabeth J. Olson

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: October 19, 2010  
xc: Sheriff, DMH

Kecia Harper-Ihem  
Clerk of the Board  
By: *[Signature]*  
Deputy

3.45

FORM APPROVED COUNTY COUNSEL  
 BY: *[Signature]* DATE: 10/23/10  
 DEPARTMENTAL CONCURRENCE  
 BY: *[Signature]* DATE: 10/23/10  
 ATTACHMENTS FILED WITH  
 THE CLERK OF THE BOARD  
 Dep't Rec'd: ☐ Consent ☒ Policy  
 Per Exec: ☐ Consent ☒ Policy

Acceptance of Continued California Emergency Management Agency (CalEMA)  
funding for the Residential Substance Abuse Treatment (RSAT) Program

BR 11-031

Page 2

The Sheriff's Department has been operating a successful Residential Substance Abuse Treatment (RSAT) program at the Larry D. Smith Correctional Facility since October 1998. As of December 2009, over 1,834 inmates have entered the RSAT program. The program provides both male and female inmates vital substance abuse treatment and is structured to reduce recidivism within the county jail system.

The program is a collaborative effort between the Sheriff's Department, Probation Department and Riverside County Department of Mental Health. The Sheriff's Department provides custody at the Larry D. Smith Correctional Facility and substance abuse treatment through Sheriff's Correctional Counseling personnel. Riverside County Department of Mental Health provides mental health based support and therapeutic services and the Probation Department assigns officers to interface with the courts on behalf of the inmates and monitor them after release.

The Sheriff's Department has detailed this collaborative effort in Memoranda of Understanding with the two Departments (See attachments). These MOU's clearly define the aftercare services that the two Departments will provide to the inmates and the positions that they will devote to the program.

The Inmate Welfare Fund committee conducted a phone poll on September 23, 2010 and unanimously approved the use of Inmate Welfare Funds in the amount of \$66,667 as the required 25% grant match. These funds will be used by the Probation Department to offset salaries and benefits for a Deputy Probation Officer II position. The Probation Department will make their own budget adjustments if necessary. The grant award amount of \$200,000 will be used by the Department of Mental Health to defray salaries and benefits of three Behavioral Health Specialist III positions. The Department of Mental Health will make their own budget adjustments.

County Counsel has reviewed the award documents and approved them as to form.

1 MEMORANDUM OF UNDERSTANDING

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3  
4 Contracting Parties:

5 Riverside County Probation Department

6 And

7 Riverside County Sheriff's Department

8  
9 Term of MOU:

10 July 1, 2010 through June 30, 2011

11  
12 Type of Service:

13 Residential Substance Abuse Treatment Program (RSAT)

14  
15 WHEREAS, the Riverside County Sheriff's Department hereinafter referred to as "SHERIFF,"  
16 desires the participation of services to deliver a Residential Substance Abuse Treatment program.

17  
18 WHEREAS, the Riverside County Probation Department hereinafter referred to as  
19 "PROBATION DEPARTMENT," is capable and willing under the following terms and conditions to  
20 participate in the delivering of services;

21  
22 IT IS THEREFORE AGREED, by and between the SHERIFF and PROBATION DEPARTMENT, that  
23 the PROBATION DEPARTMENT will provide in custody and aftercare related services for the  
24 Residential Substance Abuse Treatment program continuously throughout the term of the  
25 Memorandum of Understanding (MOU).

1 I. SCOPE OF SERVICE

2  
3 PROBATION DEPARTMENT personnel will work cooperatively with SHERIFF'S Corrections  
4 Division personnel and the community to benefit those inmates who have been  
5 diagnosed with a substance abuse problem, and are enrolled in the Residential Substance  
6 Abuse Treatment (RSAT) Program, at the SHERIFF'S Smith Correctional Facility (SCF), as  
7 defined and funded through the California Emergency Management Agency.  
8

9 II. DUTIES AND RESPONSIBILITIES

10  
11 A. PROBATION DEPARTMENT RESPONSIBILITIES

- 12 1. PROBATION DEPARTMENT will act as a liaison with the court and clarify  
13 conditions ordered by the courts.  
14 2. PROBATION DEPARTMENT will assist the SHERIFF'S Correctional  
15 Counseling staff by working with inmates as they transition back into the  
16 community.  
17 3. PROBATION DEPARTMENT staff will work cooperatively with the Riverside  
18 County Sheriff's Department to accomplish the goals identified for the  
19 RSAT project.  
20 4. PROBATION DEPARTMENT staff will monitor the defendant's compliance  
21 with the court's order to the RSAT program.  
22 5. PROBATION DEPARTMENT staff will coordinate transfer of the probation  
23 cases to the appropriate field office following inmate release from custody.  
24  
25

- 1 6. PROBATION DEPARTMENT staff will assist in tracking program participants  
2 for up to three years after release from custody through the Riverside  
3 Superior Court and PROBATION DEPARTMENT.
- 4 7. PROBATION DEPARTMENT staff will maintain source documents and case  
5 records as outlined in the proposal for services.
- 6 8. PROBATION DEPARTMENT staff will participate in RSAT specific meetings,  
7 as well as other meetings that involve RSAT related issues and information.
- 8 9. PROBATION DEPARTMENT will provide staff, as part of their  
9 responsibilities, to serve as liaison between PROBATION DEPARTMENT and  
10 SHERIFF.
- 11 10. PROBATION DEPARTMENT will provide .10 FTE of one (1) Supervising  
12 Probation Officer as in kind services to provide case management, review  
13 and assignment; and, maintain communication within PROBATION  
14 DEPARTMENT to ensure drug testing is administered after release from  
15 custody, to include three random drug tests within 90 days from release  
16 from RSAT for banked and Level I case loads.
- 17 11. PROBATION DEPARTMENT staff will provide reports quarterly, annually,  
18 and as requested by and to the SHERIFF'S Programs Administrative  
19 Manager including but not limited to annually, calendar year, fiscal year,  
20 federal fiscal year, and other multiple reporting periods. Reports will  
21 include the total number of inmates that completed the program, total  
22 number of inmates who did not complete the program (i.e. voluntary  
23 removal and forced removal), re-offenses during the tracking period,  
24 positive drug tests, recidivism rates on participants, as well as for the  
25 comparison group.

12. PROBATION DEPARTMENT staff will have their identification badges displayed, while in the facility.
13. PROBATION DEPARTMENT staff will provide a daily functional time sheet and a daily activity log.
14. PROBATION DEPARTMENT will provide all office supplies for their staff.
15. PROBATION DEPARTMENT staff duties do not include delivering any therapeutic services to RSAT participants or potential applicants.

B. SHERIFF'S RESPONSIBILITIES

1. SHERIFF will provide funding from any funding source at its disposal for one (1) full time Deputy Probation Officer II position. This position will be responsible for the daily operation of probation activities associated with the RSAT program.
2. SHERIFF will provide PROBATION DEPARTMENT with access to office space, telephone, a personal computer, and a printer to be used in connection with the RSAT program.
3. SHERIFF will provide PROBATION DEPARTMENT staff with access to inmate classification information.
4. SHERIFF will provide day-to-day administration and program oversight.
5. SHERIFF will provide staff, as part of their responsibilities, to serve as liaison between SHERIFF and PROBATION DEPARTMENT.
6. SHERIFF will ensure the provision of weekly janitorial services for the work areas designated for use by the RSAT PROBATION DEPARTMENT staff.
7. SHERIFF will provide copy machine and toner cartridge for the printers.

1 III. FISCAL PROVISIONS

2  
3 A. MAXIMUM AMOUNT

4 Total payment under this MOU will not exceed \$96,588, as stipulated in the budget  
5 attached hereto as Exhibit "A" for one (1) Deputy Probation Officer II during the  
6 term of this MOU.

7  
8 B. RATE OF PAYMENT

9 SHERIFF will compensate PROBATION DEPARTMENT on a quarterly basis for actual  
10 cost of salary and benefits for personnel identified in Section II, Item B, Part 1, and as  
11 stipulated in the budget attached hereto as Exhibit "A," and by this reference  
12 incorporated herein.

13  
14 C. BILLING

15 PROBATION DEPARTMENT will bill SHERIFF on a quarterly basis for all services  
16 provided. Billings sent by PROBATION DEPARTMENT to Sheriff will be submitted no  
17 later than thirty (30) days following the end of the claim quarter for the duration of  
18 this MOU using a Riverside County Journal Voucher.

19  
20 IV. GENERAL PROVISIONS

21  
22 A. EFFECTIVE PERIOD

23 This Memorandum of Understanding will be effective during the period of July 1,  
24 2010 through June 30, 2011. The terms and conditions set forth in this MOU may be  
25

1 extended for subsequent fiscal years upon mutual consent of both PROBATION  
2 DEPARTMENT and SHERIFF.  
3

4 **B. ALTERATION OF TERMS AND ENTIRE AGREEMENT**

5 The body of this MOU, together with the Exhibits attached hereto, fully expresses all  
6 understanding of the parties concerning all matters covered and will constitute the  
7 total agreement. No additional to, or alteration of, the terms of this MOU, whether  
8 by written or verbal understanding of the parties, their officers, agents, or  
9 employees will be valid unless made in the form of a written amendment to this  
10 MOU, which is formally approved and executed by both PROBATION DEPARTMENT  
11 and SHERIFF.  
12

13 **C. TERMINATION**

14 Either party may terminate this MOU without cause by giving thirty (30) days written  
15 notification to the other party. In the event SHERIFF elects to abandon, indefinitely  
16 postpone, or terminate this MOU, SHERIFF will make payment for all services  
17 performed up to the date written notice was given in a prorated amount.  
18

19 PROBATION DEPARTMENT or SHERIFF may terminate this MOU upon thirty (30) days  
20 written notice served upon the other party should PROBATION DEPARTMENT or  
21 SHERIFF fail to perform the terms and conditions contained herein.  
22

23 In the event funding for either party is terminated or reduced, the party whose  
24 funding is effected will determine whether this MOU will be terminated or its  
25



1 maximum funding obligation is reduced. Notice will be deemed served on the date  
2 of mailing and will be effective thirty (30) days' notice.  
3

4 D. NOTICES

5 All notices, claims correspondence, reports, and/or statements authorized or  
6 required by this MOU will be addressed as follows:  
7

8 PROBATION DEPARTMENT:

9 Riverside County Probation Department  
10 Fiscal Service  
11 P.O. Box 833  
12 Riverside, CA 92502-0833  
13

14 SHERIFF:

15 Sheriff's Department  
16 Sheriff's Administration  
17 P.O. Box 512  
18 Riverside, CA 92501  
19

20 Unless the persons or address are otherwise identified by notice given in the manner  
21 specified by this paragraph, all notices will be deemed effective when they are  
22 reduced to writing and deposited in the United States mail, postage prepaid, and  
23 addressed as above. Any notices, correspondence, reports, and/or statements  
24 authorized or required by this MOU addressed in any other fashion will not be  
25 acceptable.

1 E. HOLD HARMLESS

2 Each party will indemnify and hold harmless the other party from liability or damages  
3 resulting from its own acts or omissions including those of its officers or employees  
4 in the performance of this MOU.  
5

6 F. RECORDS

7 All financial records, supporting documents, statistical records, and all other records  
8 pertaining to the use of the funds provided under this MOU will be retained  
9 collectively by PROBATION DEPARTMENT and SHERIFF for a period of five (5) years,  
10 at a minimum, and in the event of litigation, claim or audit, the records will be  
11 retained until all litigation, claims and audit findings involving the records, have been  
12 fully resolved. The five (5) year period commences upon submission of the final  
13 claim for payment to SHERIFF.

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1 G. SIGNATORIES

2 THE RIVERSIDE COUNTY SHERIFF'S DEPARTMENT and the RIVERSIDE COUNTY  
3 PROBATION DEPARTMENT agree and faithfully perform all applications set forth in  
4 this Memorandum of Understanding and Exhibits attached hereto.  
5  
6  
7  
8

9 RIVERSIDE COUNTY  
10 PROBATION DEPARTMENT  
11

RIVERSIDE COUNTY  
SHERIFF'S DEPARTMENT

12  
13 *Ronario R. Hull*  
14 *Chief Deputy Probation*  
15 *Administrative, for*  
ALAN M. CROGAN  
16 Chief Probation Officer  
17

  
STANLEY L. SNIFF, JR.  
Sheriff-Coroner

18  
19 Date: 6/24/10  
20

21  
22 Date: 6/29/10  
23  
24  
25

EXHIBIT "A"

Salary and Fringe Benefits

1. One (1) Full-time equivalent Deputy Probation Officer II

Salary:	\$65,144	Benefits:	\$30,597
		1.30% Workers Comp :	\$847

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Subtotal:	\$65,144	Subtotal:	\$31,444
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TOTAL:	\$96,588
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# MEMORANDUM OF UNDERSTANDING

Contracting Parties:

Riverside County Department of Mental Health  
And  
Riverside County Sheriff's Department

Term of MOU:

October 1, 2010 through September 30, 2011

Type of Service:

Residential Substance Abuse Treatment Program (RSAT)

WHEREAS, the Riverside County Sheriff's Department hereinafter referred to as "SHERIFF," will partner with the Department of Mental Health to coordinate aftercare resources and deliver counseling services to adult inmates in the Residential Substance Abuse Treatment program.

WHEREAS, the Riverside County Department of Mental Health hereinafter referred to as "RCDMH," agrees to provide counseling services and daily treatment activities in accordance with the goals and objectives of the RSAT grant application and program to provide a comprehensive therapeutic substance abuse treatment program to its participants.

## I. SCOPE OF WORK

RCDMH in partnership with SHERIFF will provide maximum available assistance for participants and graduates of the RSAT Program at the Larry D. Smith Correctional Facility (SCF), located in Banning, CA. These services will be provided to clients residing in Riverside County. Both the RCDMH and the SHERIFF mutually believe implementation of mental health services within the RSAT program will further the service provided to the specified population of nonviolent offenders.

## II. DUTIES AND RESPONSIBILITIES

### A. RCDMH Responsibilities

1. RCDMH will dedicate three (3) BHS III personnel on a full time equivalent basis to deliver the services as specified in conjunction with the RSAT program.
2. RCDMH BHS III personnel will provide a 180 day substance abuse treatment program to inmates housed at the SHERIFF SCF; including but not limited to administering preliminary substance abuse assessment, individual and group counseling and developing individual treatment plans for participants.
3. RCDMH personnel will work collaboratively with SHERIFF RSAT personnel and the community to provide a foundation and aftercare planning for RSAT participants, as defined and funded through Cal EMA RSAT grant.
4. RCDMH will work cooperatively with the SHERIFF and other partnering agencies, including but not limited to the Riverside County Probation, Office of Education, and Economic Development Agency to accomplish the goals identified for the RSAT program.

5. RCDMH will refer inmates participating in the RSAT program for educational and vocational programs, reentry services, and aftercare services, as determined by the individual treatment plans.
6. RCDMH will participate in weekly case management meetings RSAT specific meetings, quarterly team meetings, and other meetings that involve RSAT related issues and information.
7. Services will be provided as per the terms and conditions in Exhibit A.
8. RCDMH will maintain source documents and client files in accordance with the RSAT grant.
9. RCDMH staff will have their identification badges displayed while in the facility.
10. RCDMH employees selected to deliver programs in RSAT must meet the approval of both RCDMH and SHERIFF. RCDMH employees who will have admittance to a correctional facility must undergo a security clearance performed by the SHERIFF before permitted to deliver the service, for which assigned. SHERIFF has the absolute right to revoke or deny a security clearance. Should clearance be revoked that employee may no longer participate in the program.

#### B. SHERIFF Responsibilities

1. SHERIFF will provide the RCDMH with full funding for three (3.0) FTE Behavioral Health Specialist III (BHS III) positions dedicated by the RCDMH to the RSAT Program.
2. SHERIFF will assign management and supervisory personnel to provide general oversight and supervision of the three (3.0) FTE dedicated BHS III, who will provide Substance Abuse Counseling services in conjunction with RSAT program.
3. SHERIFF will provide RCDMH grant funded treatment staff with access to inmate classification information necessary to determine appropriateness for treatment.
4. SHERIFF will provide RCDMH's RSAT personnel with access to office space, telephones, office and classroom materials, a personnel computer, and a printer to be used in connection with the RSAT grant program.
5. SHERIFF will collaborate with the RCDMH to identify needs resources for the mutual RSAT client; maintain cooperation and coordination of services; and share case management information regarding the identified client.
6. SHERIFF will provide custodial supervision for all inmates assigned to the RSAT program.
7. SHERIFF will provide day-to-day administration and program oversight.
8. SHERIFF will provide all treatment materials, educational materials supplies and training workbooks/videos as agreed upon between RCDMH and SHERIFF.
9. Contingent upon receipt of RSAT grant funds the SHERIFF will provide RCDMH with a total not to exceed \$227,466 for RSAT grant funds which will cover the full salary and benefits of three (3.0) BHS III FTE salary and benefits for the duties listed above.
10. These services will be provided as per the terms and conditions in Exhibit A.

### III. **FISCAL PROVISIONS**

#### A. Maximum Amount

SHERIFF will provide funding from any funding source at its disposal for RCDMH for three (3) full time Behavioral Health Specialist III positions, not to exceed \$227,466, including salary and benefits for personnel delivering program services outlined in Section II, A, and as stipulated in the budget attached hereto as Exhibit B, and by this reference incorporated herein.

1 B. Rate of Payment

2  
3 SHERIFF will compensate RCDMH on a quarterly basis for actual cost of salary and benefits for  
4 personnel identified herein.  
5

6 C. Billing

7  
8 RCDMH will bill SHERIFF on a quarterly basis for all services provided. Billings sent by RCDMH  
9 to Sheriff will be submitted no later than thirty (30) days following the end of the claim quarter for  
10 the duration of this MOU using a Riverside County Journal Voucher.  
11

12  
13 IV. GENERAL PROVISIONS

14  
15 A. Effective Period

16  
17 This MOU will be effective upon the later of the dates written beneath each name, or receipt of  
18 funding from the Cal EMA, whichever is later. The project term is October 1, 2010 through  
19 September 30, 2011. The terms and conditions set forth in this MOU may be extended for  
20 subsequent fiscal years upon mutual consent of both RCDMH and SHERIFF.  
21

22 B. Understanding

23  
24 This MOU represents the current understanding of the parties hereto at the time of execution. This  
25 MOU can be amended by any Party at any time during the Project term. This MOU shall be  
26 reviewed by both Parties when other grants are being applied for and revised to reflect changed  
27 circumstances and commitments, if any. This MOU may be executed by one or more counterparts,  
28 each of which shall be deemed an original, but all of which together shall continue one document  
29 and the whole MOU.  
30

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1 **VI. SIGNATORIES**

2  
3 THE RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH and the RIVERSIDE COUNTY  
4 SHERIFFS DEPARTMENT mutually agrees to fully and faithfully perform all applications set forth in  
5 this MOU.  
6

7 Agency Address

8  
9 Riverside County  
10 Department of Mental Health  
11 4095 County Circle Drive  
12 Riverside, CA 92503  
13

14 RIVERSIDE COUNTY  
15 DEPARTMENT OF  
16 MENTAL HEALTH  
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21 JERRY A. WENGERD  
22 Director  
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24 Date: 9-29-10  
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Agency Address

Riverside County  
Sheriffs Department  
4095 Lemon Street  
Riverside, CA 92501

RIVERSIDE COUNTY  
SHERIFF DEPT.

\_\_\_\_\_  
STANLEY L. SNIFF, JR  
Sheriff-Coroner

Date: \_\_\_\_\_



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**EXHIBIT A**

**ASSIGNMENT:** This MOU shall not be assigned by any party hereto, either in whole or in part, without prior written consent of the other parties. Any assignment or purported assignment of this MOU without prior written consent will be deemed void and of no force or effect.

**LICENSE AND CERTIFICATION:** All parties verify upon execution of this MOU, that all clinical work performed pursuant to this MOU will possess a current and valid license of certification in compliance with any local, State, and Federal laws and will be performed by properly trained and licensed staff.

**CONFIDENTIALITY:** All parties shall observe all Federal, State and COUNTY regulations concerning confidentiality of records.

**COMPENSATION:** No party to this MOU shall be obligated to pay any monetary compensation to the other. Further, no party to this MOU shall be obligated to pay any third party as a result of this MOU.

**SEVERABILITY:** If any provisions in this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**COMPLIANCE:** All parties warranted and certify that in the performance of this MOU, each shall comply with all applicable laws, rules, regulations and orders of the United States, the State of California, and the County of Riverside, including the laws and regulations pertaining to labor, wages, hours and other conditions of employment. All parties further warrant and certify that each shall comply with new, amended, or revised laws, regulations and/ or procedures that apply to the performance of this MOU.

**INDEPENDENT PARTNER:** It is understood and agreed that each party is an independent entity and that no relationship of employer-employee exist between the parties hereto. No party shall be entitled to any benefits payable to employees of COUNTY, including County Workers' Compensation Benefits. COUNTY is not required to make any deductions from the compensation payable to any party under the provision of this MOU; and as an independent entity, all parties hereby hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exist by reason of this MOU.

**INDEMNIFICATION:** Each party (indemnitor) shall indemnify and hold the other parties (indemnitees), its officers, agents and employees, free and harmless from any liability whatsoever, including wrongful death, based or asserted upon acts or omissions of the indemnitor, relating to or in any way connected with or arising from the accomplishment of the work by the indemnitor. Each party further agrees to protect, indemnify and defend at its expense including attorney fees, the indemnitee, its officers, agents and employees in any legal action(s) or claim(s) based upon such alleged acts or omissions whether the subject action(s) or claim(s) are well-founded, properly filed or pleaded, or not commenced in a court of competent jurisdictions.

**INSURANCE:** Without limiting indemnification obligations herein, each party shall maintain in force at all times during the performance of this MOU, insurance policies evidencing coverage during the entire term of the MOU as follows:

1 General liability insurance in the amount of not less than \$1,000,000 per occurrence and  
2 aggregate, when PARTNER performs any professional services. Workers' Compensation  
3 insurance in accordance with statutory requirements.  
4

5 If motor vehicles are used pursuant to this MOU, not less than \$1,000,000 combined single limit  
6 for damaged to property and injury to persons.  
7

8 The insurance requirements herein may be met with a program of self-insurance.  
9

10 **TERMINATION:** This MOU may be terminated by either party by giving 30 days written notice by  
11 certified mail of intention to terminate, such period beginning upon receipt of notice, and may be  
12 terminated for cause, such as a willful and or material breach of the MOU by either party by giving five  
13 (5) days written notice to intention to terminate by certified mail.  
14

15 **RECORD RETENTION:** Each party agrees to retain all records pertaining to this MOU for a period of  
16 three years after termination of this MOU, or such federal and state provisions in effect. If, at the end of  
17 three years, there is ongoing litigation or an audit involving those records, each party shall retain the  
18 original records until the resolution of such litigation or audit.  
19

20 **EQUAL EMPLOYMENT OPPURTUNITY (EEO) AND NON DISCRIMINATION:**

21 Each party shall comply with all non-discrimination and equal opportunity provisions of applicable  
22 federal law regulations and acknowledge the government's right to seek judicial enforcement of the non-  
23 discrimination assurance. Such action shall include, but not be limited to, the following: employment  
24 promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of  
25 pay or other forms of compensation and selection for training including apprenticeship. Each party also  
26 agrees any and all other non-discrimination and equal opportunity provisions shall be effectuated as  
27 required.  
28

29 **JURISDICTION, VENUE, ATTORNEY'S FEES:** This MOU is to be construed under the laws of the  
30 State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County  
31 of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the  
32 MOU, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are  
33 granted. This MOU constitutes the entire MOU between the parties hereto with respect to the subject  
34 matter hereof and all prior or contemporaneous MOUs of any kind or nature relating to the same deem to  
35 be merged herein. Any modifications to the terms of this MOU shall be in writing and incorporated herein  
36 and no oral understanding or MOU not incorporated herein shall be binding on any of the parties hereto.  
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**EXHIBIT B**

**Salary and Fringe Benefits**

Three (3) Full-time Behavioral Health Specialist III

<u>Yearly Salary</u>	<u>Yearly Benefits</u>	<u>Total</u>
49,975	25,847	\$75,822 (1 FTE)
49,975	25,847	\$75,822 (1 FTE)
49,975	25,847	\$75,822 (1 FTE)
149,925	77,541	\$227,466 (3 FTE)