

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

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Attachment I – Budget Detail

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

**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 Behavioral Health Department submitted to the Department of Mental Health a Regional Partnership application on behalf of the Southern Counties to request MHSA Workforce Education and Training (WET) funds to implement and operate a Regional Partnership; and

WHEREAS, in July 2012, the MHSA WET programs were transferred from the California Department of Mental Health to OSHPD; and

WHEREAS, Welfare and Institutions Code section 5820 requires the Office of Statewide Health Planning and Development, in coordination with the California Mental Health Planning Council, to determine the statewide need for mental health professionals, and to develop a five-year education and training development plan targeted at meeting these needs.

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

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

WHEREAS, effective June 30, 2014, the County of San Bernardino Behavioral Health Department ceased serving as the fiscal agent for the Regional Partnership;

WHEREAS, effective upon execution of an Agreement with the Office of Statewide Health Planning and Development (OSHPD), the County of Santa Barbara Department of Alcohol, Drug, and Mental Health Services (ADMHS) will serve as the new fiscal agent for the Regional Partnership;

WHEREAS, this Memorandum of Understanding reaffirms 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:

- A. 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).)
- B. 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.
- C. WET Coordinator - A County designated staff person responsible for implementation of the county's WET component.

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- D. 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).
- E. 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.
- F. Regional Coordinators (RC) - Contract employees responsible for planning and implementing all of the Regional Partnership activities.
- G. 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.
- H. Office of Statewide Health Planning and Development (OSHPD) - OSHPD collects data and disseminates information about California's healthcare infrastructure. In addition, OSHPD promotes an equitably distributed healthcare workforce, and publishes valuable information about healthcare outcomes.

II. Responsibilities

- A. General Responsibilities of the County of Santa Barbara ADMHS:
 - 1. Serve as the fiscal agent for the Southern Counties Regional Partnership.
 - 2. Complete and submit to OSHPD the annual Work Plan and annual and semi-annual progress reports.
- B. Fiscal Responsibilities of the County of Santa Barbara ADMHS:
 - 1. Manage the funds received from OSHPD for the regional partnership in a separate account.
 - 2. Provide quarterly fiscal reports.
 - 3. Hire staff as specified in Attachment I to administer and monitor projects on behalf of the Regional Partnership. Expenses as detailed in Attachment I 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.

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4. Provide meeting space, which includes a conference phone and meeting material copies, when hosting the quarterly meetings.
 5. Facilitate communication and sharing of information.
 6. Submit activity budget proposals for consideration of the Executive Board.
- D. Executive Board:
1. All activity 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 OSHPD.
 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

Southern Counties Regional Partnership shall defend, indemnify, and hold County of Santa Barbara, its officers, officials, employees, agents and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Southern Counties Regional Partnership, its officers, officials, employees, agents or volunteers.

County of Santa Barbara shall defend, indemnify, and hold Southern Counties Regional Partnership, its officers, officials, employees, agents and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County of Santa Barbara, its officers, officials, employees, agents or volunteers.

IV. Duration and Term

- A. The term of the MOU is December 2, 2014 through September 30, 2017 and will automatically renew on an annual basis subject to available funding. 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

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defined as any breach of this MOU, any misrepresentation, or fraud on the part of any Party.

V. Fiscal Provisions

The three years of the regional partnership funding shall not exceed \$4,047,349, inclusive of \$2,247,349 in rollover funding from prior years, and \$1,800,000 in funding allocated for FY 14-17, in accordance with the attached budget detail. (See Attachment I).

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 eighteen (18) 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.

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IMPERIAL COUNTY

DEPARTMENT OF BEHAVIORAL HEALTH

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

Date:_____

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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:_____

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**ORANGE COUNTY
BEHAVIORAL HEALTH SERVICES**

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

Date: _____

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**RIVERSIDE COUNTY
MENTAL HEALTH**

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

Date: _____

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

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

Date: _____

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**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: _____

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**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: _____

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

Name: Takashi Wada, MD, MH
Title: Interim Director
Address: 300 North San Antonio Road, Building 3
Santa Barbara, CA 93110

Date: _____

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TRI-CITY MENTAL HEALTH CENTER

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

Date: _____

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**VENTURA COUNTY
BEHAVIORAL HEALTH DEPARTMENT**

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

Date: _____

Budget Detail

	Amounts per Fiscal Year			MOU Totals
	2014-15	2015-16	2016-17	
Total Personnel / Salary Expenses	\$244,000	253,760	263,910	\$761,670
1.0 FTE Regional Coordinator				
0.5 FTE Office Support				
0.5 FTE Contracts Analyst				
Travel Costs - Regional Coordinator	\$15,000	15,600	16,224	\$46,824
Operating Costs (Equipment, Supplies, Communication, Regional Meetings, Professional Memberships, Publications, Professional Services)	\$20,000	20,800	21,632	\$62,432
Regional Programs (including Contracted Services)	\$845,000	878,800	924,706	\$2,648,506
Subtotal	\$1,124,000	\$1,168,960	\$1,226,472	\$3,519,432
Plus 15% Santa Barbara County Administrative Overhead	\$168,600	\$175,344	\$183,971	\$527,915
Total Yearly Budget	\$1,292,600	\$1,344,304	\$1,410,443	\$4,047,347