

**Memorandum of Understanding
Between
CalMHSA and _____ County
For Development and Administration of Statewide PEI Programs**

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

WHEREAS, California Mental Health Services Authority (CalMHSA) is a Joint Powers Authority formed to be a single agency acting for its member counties to develop mental health services and education programs, obtain funding, contract for services, collect data, make reports, and act as a repository of information and expertise for such programs; and

WHEREAS, CalMHSA has entered into a contract with the California Department of Mental Health (DMH) to administer Statewide Programs for Prevention and Early Intervention (PEI), and has worked with the Mental Health Services Oversight and Accountability Commission (OAC) to facilitate compliance with OAC Guidelines; and

WHEREAS, CalMHSA welcomes participation by non-member Counties in Statewide PEI Programs administered by CalMHSA; and

WHEREAS, _____ County (“Partner”) desires to participate in Statewide PEI programs administered by CalMHSA;

NOW THEREFORE, the parties agree that Partner will participate in CalMHSA Programs pursuant to the Participation Agreement for each Project in which Partner participates, and pursuant to the following provisions:

I. Definitions

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

- A. CalMHSA - California Mental Health Services Authority, a Joint Powers Authority created to jointly develop and fund mental health services and education programs for its Member Counties and Partner Counties, which has entered into a contract with DMH to conduct Statewide PEI Programs
- B. Department of Mental Health (DMH) - The California Department of Mental Health.
- C. Member – refers to a County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- D. Mental Health Services Act (MHSA) – Initially known as Proposition 63 in the November 2004 election, which added sections to the Welfare and Institutions Code providing for, among other things, PEI Programs.
- E. Mental Health Services Oversight and Accountability Commission (OAC) - The oversight body to ensure the activities are in accordance with the Mental Health Services Act.
- F. Partner - The County entering into this MOU with CalMHSA.

- G. Participating Counties – Counties participating in a PEI Program either as Members of CalMHSA or as Partners under a Memorandum of Understanding with CalMHSA.
- H. Prevention and Early Intervention (PEI) – Per Guidelines issued by the OAC, there are three PEI Statewide Projects--Suicide Prevention, Student Mental Health Initiative, and Stigma and Discrimination Reduction—that are to be conducted by Counties acting jointly or in collaboration, or by DMH. Per OAC Guidelines, the PEI Statewide Project on Training, Technical Assistance and Capacity Building is administered at the County level, but Counties can jointly engage in this project as well.
- I. Program – Statewide PEI Program administered by CalMHSA implemented consistent with the California Strategic Plans for Suicide Prevention, and Stigma and Discrimination Reduction, the concepts identified in the consensus document for the Student Mental Health Initiative, and applicable laws, regulations and guidelines. Also refers to the Training, Technical Assistance and Capacity Building project.
- J. Student Mental Health Initiative – See <http://www.dmh.ca.gov/PEIStatewideProjects/StudentMentalHealthInitiative.asp>
- K. Stigma and Discrimination Reduction – See http://www.dmh.ca.gov/PEIStatewideProjects/docs/Reducing_Disparities/CDMH_MH_Stigma_Plan_09_V5.pdf.
- L. Suicide Prevention – See http://www.dmh.ca.gov/PEIStatewideProjects/docs/Reducing_Disparities/CDMH_MH_Stigma_Plan_09_V5.pdf.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Develop Three-Year Program and Expenditure Plans, updates, and/or work plans on behalf of and in coordination with participating counties that are consistent with applicable laws, regulations and guidelines issued by the State, for the provision of services and the expenditure of funds for statewide or regional PEI programs designed in accordance with the “Guidelines for Prevention and Early Intervention (PEI) Statewide Programs” issued by OAC, consistent with any applicable contract between CalMHSA and DMH.
 - 2. Act as fiscal and administrative agent for Partner in PEI programs in which Partner participates.
 - 3. Directly or indirectly (through a contracted JPA Management firm) hire and employ Program Directors and other administrative staff as necessary to perform under this Memorandum.
 - 4. Submission of Three-Year Program and Expenditure Plans, updates, and/or work plans on behalf of and/or in coordination with participating counties to DMH and OAC for review and approval.

5. Management of funds received for PEI Statewide programs consistent with the requirements of the MHSA and the contract between CalMHSA and DMH.
 6. Provide regular fiscal reports to participating Member and Partner counties and as required by the contract between CalMHSA and DMH.
- C. Responsibilities of Partner:
1. Pay an application fee in same amount as Members pay to join CalMHSA: \$1,000 if population exceeds 10,000,000; \$750 if population between 1,000,000 and 10,000,000; \$500 for population between 100,000 and 1,000,000; and \$250 if population less than 100,000.
 2. Timely assignment, payment or other transfer of amounts assessed for PEI programs in which Partner is participating.
 3. Attend advisory committee meetings for Program(s) in which Partner participates, and provide input as necessary to accomplish the purposes of this MOU and such Program(s).
 4. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of this MOU.
 5. Provide feedback on Program performance.
 6. Identification of a representative authorized to act for Partner, and preferably an alternate to attend meetings in absence of representative.

III. Duration and Term

- A. The term of the MOU is April 15, 2010 through June 30, 2015. The MOU may be extended or terminated depending on the availability of funds.
- B. Any Party may terminate this MOU immediately with cause or after thirty 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.

IV. Withdrawal, Cancellation and Termination

- A. The withdrawal of a Partner from a Program shall not automatically terminate its responsibility for its share of the expenses and liabilities of the Program. The contributions of current and past Partners and Members are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation
- B. Upon cancellation, termination or other conclusion of a Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the operation of the Program shall be distributed and apportioned among the Members and Partners that have participated in the program in proportion to their contributions.

V. Fiscal Provisions

- A. Funding required from Partner shall not exceed the lesser of (1) the amount allocated to Partner by DMH pursuant to Enclosure 2 to Information Notice 08-25, or (2) the aggregate amount specified in the Program Participation Agreement(s) entered into by Partner.
- B. Funds contributed by Partner shall be allocated to planning, administration and evaluation in the same proportions as are Member funds.

VI. General Provisions

- A. This MOU contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto.
- B. The individual signing below on behalf of Partner represents and warrants that he or she is authorized to do so.
- C. Partner will provide CalMHSA with a copy of a resolution of its governing body authorizing execution of this MOU.
- D. In the event of a dispute between the parties, Partner and CalMHSA will first attempt informal resolution by having CalMHSA's president (or designee) meet and confer with the representative appointed by Partner. During the meet and confer process, if the parties cannot resolve the dispute they will attempt to agree on a further informal dispute resolution process such as arbitration. If they cannot agree upon an informal dispute resolution process, then the parties can pursue the remedies otherwise available at law.

VII. Indemnification

CalMHSA agrees to indemnify and hold harmless Partner and Partner's directors, officers, employees, agents and volunteers for any and all claims, actions, losses, damages and/or liability caused by negligent or intentional acts committed by or on behalf of CalMHSA.

Partner agrees to indemnify and hold harmless CalMHSA, other non-Member Participating Counties, and their directors, officers, employees, agents and volunteers for any and all claims, actions, losses, damages and/or liability caused by negligent or intentional acts committed by or on behalf of Partner.

VIII. Conclusion

- A. This MOU and any Participation Agreement(s) executed by Partner are the full and complete document describing services to be rendered by CalMHSA 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 entities to the terms and conditions set forth in this document.

CaIMHSA

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Date: _____

Partner

Name:
Title:
Address:

Date: _____