

**Memorandum of Understanding
Between
CalMHSA and _____ County
For Development and Administration of Mental and/or Behavioral Health 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 and/or behavioral 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, various provisions of the California Welfare and Institutions Code allows California counties to jointly conduct or administer mental and/or behavioral health programs, and

WHEREAS, Division 5 of the Welfare and Institutions Code authorizes counties to jointly implement various mental health services governed by that division (including but not limited to §5600 et seq., §5800 et seq., §5840 et seq., and §5850 et seq.); and

WHEREAS, Chapter 6.3 of Division 3 of Title 3 of the Government Code authorizes joint county contracts with the state for administration of programs, services, or activities including the Drug Medi-Cal Treatment Program (GC §30029.7); and

WHEREAS, Division 9 of the Welfare and Institutions Code (including but not limited to WIC §14712) authorizes joint county implementation of managed mental health care for Medi-Cal beneficiaries and joint county delivery of specialty mental health services; and

WHEREAS, statewide program risk pools for mental health plan (MHP) services are authorized under Division 9 of the Welfare Institutions Code (including but not limited to WIC §14718); and

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

WHEREAS, _____ County ("Partner") executing this MOU desires to join together for the purpose of jointly exercising their powers under any or all of the statutes referenced above, or any other statute governing county provision of mental and/or behavioral health programs, services or activities; and

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 and/or behavioral health

services and education programs for its Member Counties and Partner Counties.

- B. Department of Health Care Services (DHCS) - The California Department of Health Care Services.
- 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 (MHSOAC) - 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. Planning and Development – The analysis of project benefits and challenges, operational plan and the development of strategic measurable goals with time-based benchmarks to include criteria to be used in the evaluation of outcomes.
- I. 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.
- J. Program – The Short-Doyle 3 Feasibility Study.

II. Responsibilities

- A. Responsibilities of CalMHSA
 - 1. Comply with applicable laws, regulations, guidelines, CalMHSA's Joint Powers Agreement, Bylaws, this Participation Agreement, and the Program Bylaws.
 - 2. Provide Participants with the Short-Doyle 3 Feasibility Study purchased by CalMHSA on behalf of Participants.
 - 3. Act as fiscal and administrative agent for Participants in the Program.
 - 4. Provide dedicated administrative staff as necessary to perform under this Agreement.

5. Manage funds received through the Program, consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
6. Provide regular fiscal and operational reports to Participants and any other public agencies with a right to such reports.
7. Develop allocation model for expenses among Participants.
8. Credit to account of Participant any financial credits, offsets, or other receipt of funds.

B. 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. Compliance with applicable laws, regulations, guidelines, contractual agreements, joint powers agreements and bylaws.
3. Timely payment, assignment, or other transfer of funds assessed for the Program, consisting of payments toward the vendor and administrative and management costs.
4. Identification of a representative authorized to act for Partner and receive notices on behalf of Partner.
5. Provide input and feedback as necessary to accomplish the purposes of the Program.
6. Timely and complete submission of information in response to requests.
7. Acknowledgement that certain funds contributed by the Partner will be aggregated with the funds of other Partners in the Program, and jointly used to meet the objectives of the Program, pursuant to the allocation formula adopted. Acknowledge that Program expenses will include a proportionate share of CalMHSA's administrative expenses and management costs.

III. Duration and Term

- A. The term of the MOU is from date of execution through a pre-determined date. 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 be amount specified in the Program Participation Agreement(s) entered into by Partner.
- B. Funds contributed by Partner shall be allocated to planning, development, 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.

CalMHSA

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Title: Executive Director
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Date: _____

Partner

Name:
Title:
Address:

Date: _____