March 8, 2013

The Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

Dear Board Members:

SUBJECT: ALAMEDA COUNTY MEMBERSHIP AND PARTICIPATION IN CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (CALMHSA), A JOINT EXERCISE OF POWERS AGREEMENT PROVIDING A CENTRAL AUTHORITY FOR IMPLEMENTATION OF MULTI-COUNTY MENTAL HEALTH INITIATIVES, PROJECTS, AND SERVICES.

RECOMMENDATIONS:

1. Approve the application of the Joint Exercise of Powers Agreement for Alameda County to join the California Mental Health Services Authority (CalMHSA)

2. Direct Auditors-Controller to pay application fee to CalMHSA on Direct Claim

3. Authorize the Behavioral Health Care Services (BHCS) Director or designee to execute the Agreement with CalMHSA and authorize her or designee to negotiate any amendments thereof and provide a copy to the Clerk of Board

4. Approve the BHCS Director or her designee to participate as a member of CalMHSA in order to jointly develop and fund mental health services as determined on a regional, statewide, or other basis.

SUMMARY:

The Health Care Services Agency requests the Board’s approval to apply and participate in the Joint Exercise of Powers Agreement (JPA) (as amended in 2010) that forms the California Mental Health Services Authority (CalMHSA) with other counties in the state. The purpose of CalMHSA is to jointly develop, fund and administer mental health services and education programs as determined on a regional, statewide, or other basis. Application fee at this time costs $1,000 per year.
DISCUSSION/FINDINGS:

The California Government Code (the “Joint Exercise of Powers Act”, Section 6500 et seq.) permits two or more public agencies to enter into an agreement allowing them to jointly exercise powers common to the contracting parties. Six initial member Counties formed CalMHSA in 2009.

The Joint Exercise of Powers Agreement as amended in 2010 is attached. Under the Agreement, each Member County has a representative on CalMHSA’s Board of Directors who is entitled to vote regarding general JPA governance and to govern programs in which the County is participating.

In April 2010, CalMHSA entered into a contract with the California Department of Mental Health (DMH) to administer three statewide Prevention and Early Intervention projects on behalf of its member Counties. With the elimination of DMH as of July 1, 2012, California counties do not have a single statewide agency to pursue fiscal and programmatic objectives and/or redress and attention to concerns of counties responsible for delivery of mental health services. Currently, CalMHSA is negotiating for the block purchase and statewide management of acute care hospital beds formerly managed by DMH.

As of April 2012, CalMHSA had 46 member Counties representing more than 85 percent of the state’s population. CalMHSA expects to serve those counties in the procurement and management of statewide resources under the terms of recent realignment legislative changes.

CalMHSA does not deliver services itself, but facilitates efficient use of resources for multiple Counties by providing group purchasing power, joint development of Requests For Proposals and contracts for services, reduced overhead through sharing of the expenses of administration and reporting, and sharing research and strategies.

CalMHSA also provides its member Counties with the ability to deal jointly with the legislature and California statewide administrative bodies including the California Department of Health Services and the Oversight and Accountability Commission created by the Mental Health Services Act.

Membership and participation in CalMHSA does not obligate any individual county to participation in, or financial support of, any specific program developed or administered under the auspices of CalMHSA. County members individually determine which, if any, CalMHSA programs meet member-county needs and warrant participation and financial support.

BHCS’s membership in CalMHSA is critical to participation in regional and statewide initiatives that will allow Alameda County to influence and guide the development of mental health services and education programs as determined by the CalMHSA Board on a regional, statewide, or other basis. No immediate effect on current County services will occur as a result of joining CalMHSA. The County may subsequently elect to have CalMHSA administer mental health projects or programs in lieu of their administration by the County, if doing so is deemed advantageous by the County. Joint administration of programs or projects by CalMHSA should result in more cost-effective rates for services, reduced demands on County administrative services, and increased efficiency in implementing services.
FINANCING:

Mental Health Services Act funding for the CalMHSA application fee is included in the Behavioral Health Care Services FY 2012-13 budget. There is no increase in net County cost as a result of the Board’s approval.

Respectfully submitted,

[Signature]

Alex Briscoe, Director
Health Care Services Agency

AB:gs

cc: County Administrator
    County Counsel
    Auditor-Controller

Attachments
CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

JOINT EXERCISE OF POWERS AGREEMENT

This Agreement is executed in the State of California by and among those Members, organized and existing under the Constitution of the State of California, which are parties signatory to this Agreement. All such Members shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (the "Joint Exercise of Powers Act," Government Code section 6500 et seq.) permits two or more public agencies by Agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, Division 5 of the California Welfare and Institutions Code authorizes and directs California counties to obtain and administer public funds for, and to provide certain community mental health services to persons residing within said counties and cities; and

WHEREAS, in the November 2004 general election, the People of the State of California enacted Proposition 63, the Mental Health Services Act, which added certain provisions to the California Welfare and Institutions Code and to the California Revenue and Taxation Code, for the purpose of raising additional revenues and distribution of those revenues to California counties for use in providing expanded services in preventing, detecting, and treating mental illness among persons in their communities, and other mental health sections of the Welfare and Institutions Code;
WHEREAS, the Members executing this Agreement desire to join together for the purpose of jointly exercising their powers under some or all of the statutes referenced above.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1
PURPOSES

This Agreement is entered into by the Members in order to jointly develop, and fund mental health services and education Programs as determined on a regional, statewide, or other basis. Such Programs may include, but are not limited to, the following:

(a) Addressing suicide prevention.
(b) Ethnic and cultural outreach.
(c) Stigma and discrimination reduction related to mental illness.
(d) Student mental health and workforce training and education.
(c) Training, technical assistance, and capacity building.
(f) The provision of necessary administrative services. Such administrative services may include, but shall not be limited to, establishing a depository for research materials and information regarding “best practices.”

It shall be the intent of the Authority that all such Programs are fiscally self-contained requiring no additional funding from Members. Accordingly, no Member shall be obligated to fund the Authority or any Program in an amount greater than the amount to which the Member has previously agreed. The indirect costs to operate the Authority shall be allocated to each of the Programs operated by the Authority as directed by its Members.
ARTICLE 2
PARTIES TO THE AGREEMENT

Each Member, as a party to this Agreement, certifies that it intends to and does contract with all other Members as parties to this Agreement and, with such other Members as may later be added as parties to this Agreement. Each Member also certifies that the withdrawal, expulsion, or other removal of any party from this Agreement shall not terminate this Agreement or the Member's obligations hereunder.

ARTICLE 3
CREATION OF THE AUTHORITY

Pursuant to the Joint Powers Act, there is hereby created a public entity separate and apart from the parties, hereto, to be known as the California Mental Health Services Authority, with such powers as are hereinafter set forth.

Pursuant to the Government Code, Section 6508.1, the assets, debts, liabilities, and obligations of the Authority shall not constitute assets, debts, liabilities, or obligations of any party to this Agreement. However, a party to the Agreement may separately contract for, or assume responsibility for, specific debts, liabilities, or obligations of the Authority.

ARTICLE 4
POWERS OF THE AUTHORITY

The Authority shall have all of the powers common to General Law counties in California and all additional powers set forth in the Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (beginning with Section 6500), and is hereby authorized to do all
acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

(a) To make and enter into contracts.

(b) To incur debts, liabilities, and obligations.

(c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.

(d) To sue and be sued in its own name, and to settle any claim against it.

(e) To receive and use contributions and advances from Members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.

(f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.

(g) To carry out all provisions of this Agreement.

(h) To define fiscal and Program participation and withdrawal provisions of Members.

(i) Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.
ARTICLE 5

TERM OF THE AGREEMENT

This Agreement shall become effective on July 1, 2009. This Agreement shall continue in effect until lawfully terminated as provided herein and in Bylaws.

ARTICLE 6

BOARD OF DIRECTORS

The Authority shall be governed by the Board of Directors, which shall be composed of the local county or city mental health director from each Member, appointed or designated, and acknowledged in writing, by the Member governing body and serving at the pleasure of that body. Each director shall also designate an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board when the director is absent. A Director or alternate director, upon termination of office or employment with the county, shall automatically terminate membership on the Board.

To adhere to the regulations of the Fair Political Practices Commission (Title 2, Division 6, California Code of Regulations), each Director and alternate shall file with the Authority the required Fair Political Practices Commission (FPPC) forms upon assuming office, during office, and upon termination of office.

Any vacancy in a director position shall be filled by the appointing governing body, subject to the provisions of this Article.

The presence of a majority of the membership of the Board shall constitute a quorum for the transaction of business. Following the establishment of a quorum, measures may normally be passed by a simple majority of Members present and voting. As to an action that affects only one of the Authority’s Programs, only those Members who represent counties participating in that Program will be counted in determining whether there is a quorum and whether there is approval by a majority.
Notwithstanding the preceding paragraph, upon the motion of any Board Member, seconded by another, passage of a measure by the Board will require approval through a weighted voting procedure. For weighted voting purposes there shall be a total of 75 votes. Each Member shall have one vote. The remaining votes shall be allocated among the Members based on the most recent census. This calculation shall be performed and reviewed annually in June, prior to the next fiscal year. Any weighted vote will be a roll call vote. Weighted votes must be cast in whole by the voting county and may not be split.

At any meeting at which a quorum is initially present, the Board may continue to transact business notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that each action is approved by at least a majority of the number required to constitute a quorum, and is taken subject to the above-stated proviso concerning actions restricted to one Program and to special voting requirements, if any, stated elsewhere in this Agreement.

ARTICLE 7
ACCOUNTS AND RECORDS

(a) Annual Budget. The Authority shall annually adopt an operating budget which shall include a separate budget for each Program under development or adopted and implemented by the Authority.

(b) Funds and Accounts. The Authority shall establish and maintain such funds and accounts as may be required by Generally Accepted Accounting Principles, or by any provision of law or any resolution of the Authority. Books and
records of the Authority shall be open to inspection at all reasonable times by authorized representatives of Members. Additionally, the Authority shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

(c) Annual Audit. Pursuant to Government Code Section 6505, the Authority shall either make or contract with a certified public accountant to make an annual Fiscal Year audit of all accounts and records of the Authority, conforming in all respects with the requirements of that section. By unanimous request of the Board, the audit may be biennial as permitted by Government Code section 6505, subdivision (f). A report of the audit shall be filed as a public record with each of the Members and also with the county auditor of the county where the home office of the Authority is located and shall be sent to any public agency or person in California that submits a written request to the Authority. The report shall be filed within twelve months of the end of the Fiscal Year or years under examination. Costs of the audit shall be considered a general expense of the Authority.

ARTICLE 8
RESPONSIBILITIES FOR FUNDS AND PROPERTY

The Treasurer of the Board shall have the custody of and disburse the Authority's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to perform that function, subject to the requirements of (b) below.

Pursuant to Government Code Section 6505.5, the Treasurer of the Board shall:
(a) Receive and acknowledge receipt for all funds of the Authority and place them in
the treasury so designated by the Treasurer of the Board to the credit of the
Authority.

(b) Be responsible upon his or her official bond for the safekeeping and disbursements
of all Authority funds so held by him or her.

(c) Be responsible for oversight of payment, when due, out of money of the Authority
so held, all sums payable by the Authority. The Board of Directors may delegate
authority to anybody or person to make such payments from Authority funds.

(d) Verify and report in writing to the Authority and to Members, as of the first day of
each quarter of the Fiscal Year, the amount of money then held for the Authority,
the amount of receipts since the last report, and the amount paid out since the last
report.

Pursuant to Government Code Section 6505.1, the Authority shall designate the
public office or officers or person(s) who shall have charge of, handle, and have access to the
property of the Authority and shall require such officer(s) or person(s) to file an official bond in
amount fixed by the contracting parties.

ARTICLE 9
WITHDRAWAL

a) A Member may withdraw as a party to this Agreement upon written notice
no later than December 31 of the Fiscal Year, effective the end of the Fiscal
Year, to the Authority if it has never become a participant in any Program
or if it has previously withdrawn from all Programs in which it was a participant.

b) A Member Withdrawal from Programs will be defined in the specific Program Bylaws.

ARTICLE 10
EXPULSION

Notwithstanding the provisions of Article 8, the Board of Directors may:

(a) Expel any Member from this Agreement and membership in the Authority, on a two-thirds (2/3) vote of the Board Members present and voting. Such action shall have the effect of terminating the Member's participation in all Programs of the Authority as of the date that its membership is terminated.

(b) Expel any Member from participation in a Program of the Authority, without expelling the Member from the Authority or participation in other Programs, on a majority vote of the Board Members present and voting who represent participants in the Program.

The Board shall give sixty (60) days advance written notice of the effective date for any expulsion under the foregoing provisions. Upon such effective date, the Member shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the Program, as the case may be.

ARTICLE 11
EFFECT OF WITHDRAWAL OR EXPULSION

Except as provided below, a Member who withdraws or is expelled from this Agreement and membership in the Authority, or from any Program of the Authority, shall not
be entitled to the return of any payment to the Authority, or of any property contributed to the Authority.

A Member that has withdrawn from a Program pursuant to Article 9 or that has been expelled from a Program pursuant to Article 10 shall be obligated for its prorata share of expenses incurred during the Member's participation in any Program, including any expenses unavoidably incurred thereafter. The Authority will return any contribution made by the Member that exceeds the expenses allocated to that Member.

In the event of termination of this Agreement, a withdrawn or expelled Member may share in the distribution of assets of the Authority to the extent provided in Article 12.
ARTICLE 12
TERMINATION AND DISTRIBUTION OF ASSETS

A two-thirds vote of the total voting membership of the Authority, consisting of Members, acting through their governing bodies and the voting Board Members from the Member public entities, is required to terminate this Agreement; provided, however, that this Agreement and the Authority shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of the Authority.

Upon termination of this Agreement, all assets of the Authority in each Program shall be distributed among those Members who participated in that Program in proportion to their cash contributions and property contributed (at market value when contributed). The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the Program.

ARTICLE 13
LIABILITY OF BOARD OF DIRECTORS, OFFICER, COMMITTEE MEMBERS AND ADVISORS

The Members of the Board of Directors, Officers, committee members and advisors to any Board or committees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by the agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of Authority funds, or failure to invest.
No Director, Officer, committee member or advisor to any Board member, Officer or committee member shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or advisor to any committee. No Director, Officer, committee member or advisor to any committees shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of the Authority shall be used to defend, indemnify and hold harmless the Authority and any Director, Officer, committee member or advisor to any committee for their actions taken within the scope of the Authority. Nothing herein shall limit the right of the Authority to purchase insurance to provide such coverage as is hereinabove set forth.

ARTICLE 14

BYLAWS

The Board shall adopt Bylaws consistent with this Agreement which shall provide for the administration and management of the Authority.

ARTICLE 15

NOTICES

The Authority shall address notices, billings and other communications to a Member as directed by the Member. Each Member shall provide the Authority with the address to which communications are to be sent. Members shall address notices and other communications to the Authority to the Executive Director of the Authority, at the office address of the Authority as set for in the Bylaws.
ARTICLE 16

AMENDMENT

A two-thirds vote of the total voting membership of the Authority, consisting of Members, acting through their governing bodies, is required to amend this Agreement.

ARTICLE 17

PROHIBITION AGAINST ASSIGNMENT

No Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim or title to any part, share, interest, fund, or asset of the Authority.

ARTICLE 18

EFFECTIVE DATE OF THE AMENDMENTS

Any duly-adopted amendment to this Agreement shall become effective upon the date specified by the Board and upon approval of any amended Agreement as required in Article 15. Approval of any amendment by the voting governing body of the Members must take place no later than 60 days following the effective date specified by the Board.

ARTICLE 19

DISPUTE RESOLUTION

When a dispute arises between the Authority and the Member, the following procedures are to be followed:
(a) Request for Reconsideration. The Member will make a written request to the Authority for the appropriate committee to reconsider their position, citing the arguments in favor of the Member and any applicable case law that applies. The Member can also request a personal presentation to the governing body, if so desires.

(b) Committee Appeal. The committee responsible for the Program having jurisdiction over the decision in question will review the matter and reconsider the Authority's position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the Member requesting reconsideration is represented on the committee having jurisdiction, the committee member shall be deemed to have a conflict and shall be excluded from any vote.

(c) Executive Committee Appeal. If the Member is not satisfied with the outcome of the committee appeal, the matter will be brought to the Executive Committee for reconsideration upon request of the Member. If the Member requesting reconsideration is represented on the Executive Committee, that Executive Committee member shall be deemed to have a conflict and shall be excluded from any vote.

(d) Arbitration. If the Member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for the determination. If binding arbitration is selected, then of course the decision of the arbitrator is final, and both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved Member of the Authority.
(e) Litigation. If, after the following the dispute resolution procedures above either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as possible means of seeking a remedy to the dispute.

ARTICLE 20
DEFINITIONS

"Agreement" shall mean the Joint Powers Agreement of the California Mental Health Services Authority.

"Authority" shall mean the California Mental Health Services Authority created by this Agreement.

"Board of Directors" or "Board" shall mean the governing body of the Authority.

Authority "Fiscal Year" shall mean that period of twelve months which is established by the Board of Directors as the Fiscal Year of the Authority.

"Government Code" shall mean the California Government Code.

"Executive Committee" shall be defined by the bylaws, as to composition, powers, and terms.


"Member" shall mean any county or city which, through the membership of its Director of Mental Health as appointed by the governing body (pursuant to Welfare & Institutions Code Section 5751) has executed this Agreement and become a Member of the Authority.

"Program" shall mean the mental health initiatives, but not limited to, that are described in this Agreement. The Board of Directors or the Executive Committee may determine applicable criteria for determining Member's eligibility in any Program, as well as establishing Program policies and procedures.
ARTICLE 21
AGREEMENT COMPLETE

This Agreement constitutes the full and complete Agreement of the parties.
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<tr>
<th>Name</th>
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<tr>
<td>Allan Rawlind</td>
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<td>Dr. Wayne Clark</td>
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<td>Edmond Smith</td>
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<td>Stanislaus</td>
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<td>Brad Luz</td>
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<td>Scott Gruendl</td>
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<td>Mary Ann Bennett</td>
<td>Sacramento County</td>
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# California Mental Health Services Authority

## Board of Directors and Member Listing

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<thead>
<tr>
<th>County</th>
<th>Name</th>
<th>Title</th>
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<tbody>
<tr>
<td><strong>San Bernardino County</strong></td>
<td>Mr. Allan Rawland, ACSW, MSW – President</td>
<td>Behavioral Health Director</td>
</tr>
<tr>
<td><strong>Southern Region</strong></td>
<td>268 West Hospitality Lane, Suite 400</td>
<td>San Bernardino, CA 92415</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td>(909) 382-3133</td>
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<tr>
<td><strong>Fax:</strong></td>
<td>(909) 382-3105</td>
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<tr>
<td><strong>Modoc County</strong></td>
<td>Karen Stockton, PhD</td>
<td>Director - Modoc County Mental Health Services</td>
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<tr>
<td><strong>Superior Region</strong></td>
<td>441 North Main Street</td>
<td>Alturas, CA 96101</td>
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<tr>
<td><strong>Phone:</strong></td>
<td>(530) 233-6312</td>
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<td><strong>Fax:</strong></td>
<td>(530) 233-6339</td>
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<tr>
<td><strong>Monterey County</strong></td>
<td>Dr. Wayne Clark, PhD – Vice President and Bay Area Representative</td>
<td>Director - Monterey County Behavioral Health</td>
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<td><strong>Bay Area Region</strong></td>
<td>1270 Natividad Road</td>
<td>Salinas, CA 93906-3198</td>
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<td><strong>Phone:</strong></td>
<td>(831) 755-4509</td>
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<td><strong>Fax:</strong></td>
<td>(831) 755-4980</td>
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<td><strong>Placer County</strong></td>
<td>Maureen Bauman, LCSW - Secretary</td>
<td>Director - Placer County Adult System of Care</td>
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<tr>
<td><strong>Central Region</strong></td>
<td>11512 B Avenue</td>
<td>Auburn, CA 95603</td>
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<td><strong>Phone:</strong></td>
<td>(530) 889-7256</td>
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<td><strong>Fax:</strong></td>
<td>(530) 886-1810</td>
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<tr>
<td><strong>San Luis Obispo</strong></td>
<td>Dr. Karen Baylor, PhD, MFT – Treasurer</td>
<td>Behavioral Health Administrator – San Luis Obispo Behavioral Health Department</td>
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<tr>
<td><strong>Southern Region</strong></td>
<td>2180 Johnson Ave</td>
<td>San Luis Obispo, CA 93401</td>
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<td><strong>Phone:</strong></td>
<td>(805) 781-4734</td>
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<td><strong>Sacramento County</strong></td>
<td>Mary Ann Bennett</td>
<td>Deputy Director – Department of Health and Human Services</td>
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<td><strong>Central Region</strong></td>
<td>7001-A East Parkway, Suite 400</td>
<td>Sacramento, CA 95823</td>
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<td><strong>Phone:</strong></td>
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<td><strong>Santa Cruz County</strong></td>
<td>Leslie Tremaine, EdD</td>
<td>Santa Cruz County Mental Health Director – Santa Cruz County Behavioral Health</td>
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<td><strong>Bay Area Region</strong></td>
<td>1400 Ermeline Avenue</td>
<td>Santa Cruz, CA 95060</td>
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<tr>
<td><strong>Solano County</strong></td>
<td>Glenda Lingenfelter, RN</td>
<td>Interim Mental Health Director – Solano County Mental Health Division</td>
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<tr>
<td><strong>Bay Area Region</strong></td>
<td>275 Beck Avenue, MS 5-250</td>
<td>Fairfield, CA 94533</td>
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<td><strong>Phone:</strong></td>
<td>(707) 784-8320</td>
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<td><strong>Fax:</strong></td>
<td>(707) 421-8619</td>
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<td><strong>Sonoma County</strong></td>
<td>Michael Kennedy, MFT</td>
<td>Director - Sonoma County Mental Health</td>
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<td><strong>Bay Area Region</strong></td>
<td>3322 Chanate Road</td>
<td>Santa Rosa, CA 95404</td>
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<td><strong>Phone:</strong></td>
<td>(707) 565-5157</td>
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Colusa County
Edmond Smith
Interim Mental Health Director
Colusa County Department of Behavioral Health
Superior Region
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Stanislaus County
Ms. Denise Hunt, MFT – Central Area Representative
Director – Stanislaus County Behavioral Health and Recovery Services
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Trinity County
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Memorandum of Understanding
Between
CalMHSA and Alameda 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, Alameda 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 CalMHPA 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/PEIS statewideProjects/StudentMentalHealthInitiative.asp


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 JFA 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 MiHSA 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 undischarged 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 06-25, 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.
CalMHSA

Name: John Chaquica
Title: Executive Director
Address: 3043 Cold Canal Drive, Suite 200
        Rancho Cordova, CA 95670-6394

Date: _________________

Partner (Alameda County)

Name: Marye L. Thomas, M.D.
Title: Director, Behavioral Health Care Services
Address: 2000 Embarcadero Cove, Ste. 400
        Oakland, CA 94606

Date: _________________

Alameda County
County Counsel
APPROVED AS TO FORM

[Signature]
[Date]

[Signature]
[Date]