Dear Members of the Board:

Background:

On May 31, 2006 the State Department of Mental Health (DMH) approved the first phase of Santa Cruz County's Proposition 63 Mental Health Services Act (MHSA) Plan. In May, 2009, the DMH approved funding for the Prevention and Early Intervention (PEI) component. Subsequently, DMH has identified five Prevention and Early Intervention (PEI) Projects as statewide projects for which they have reserved funding for counties that is separate from and does not impact the ongoing base funding for the PEI programs developed by the individual counties.

The Joint Exercise of Powers Agreement

The State has supported the development of a Joint Powers Authority (JPA) for the administration of one of the statewide projects: Training, Technical Assistance and Capacity Building. 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 jointly exercise powers common to the contracting parties. In order to more efficiently develop and fund, regional and statewide, PEI mental health services and education programs under the Mental Health Services Act (MHSA), a number of California counties have created a Joint Exercise of Powers Agreement (attached), creating the California Mental Health Service Authority. This entity allows each participating member county the opportunity to collaborate with all other members for the administration of the statewide training, technical assistance and capacity building PEI programs and other programs as needed. Each member county shall have a representative on the Authority's Board of Directors who shall have the authority to attend, participate in, and vote on actions of the Board of Directors.
The Health Services Agency is requesting approval to become a participating member in the Authority in order to act jointly with other counties to maximize the MHSA funding reserved for counties for the development and implementation of the statewide PEI projects. Through counties acting jointly, local needs can be identified and connected with like local needs in potentially different regions of the state. Together, resources can be maximized for the most efficient use of purchasing products and developing requests for proposals and contracts with providers to accomplish the agreed upon goals. A centralized entity would be capable of negotiating cost effective rates with various subcontractors statewide and greatly reduce the cost of overhead administration. In addition, counties can increase cost efficiency in administration by centralizing the compliance with reporting requirements, resulting in cost avoidance. A centralized entity would also be better suited to house, share and disseminate research, as well as distribute information and specific strategies that are the most effective and quality assured.

Financial Impact

Approval of this item will not impose any additional County local cost and will allow the Health Services Agency to enter into a working agreement with participating member counties of the California Mental Health Services Authority. Upon approval of specific mental health programs by the Authority, counties may then elect to finance the statewide, PEI projects through the funding allocated by the state for statewide PEI projects.

It is, therefore, RECOMMENDED that the Board:

1) Approve Santa Cruz County participation as a member in the California Mental Health Services Authority, in order to jointly develop and fund mental health services and education programs as determined on a regional, statewide, or other basis.

2) Authorize the Director of Mental Health to sign the Joint Exercise of Powers Agreement and act as the representative of the member County in the California Mental Health Services Authority.

Sincerely,

Rama Khalsa, Ph.D.,
Health Services Agency Director

Attachments: 1) Membership Application
2) Joint Exercise of Powers Agreement

RECOMMENDED:

Susan A. Mauniello
County Administrative Officer

cc: Local Mental Health Board
    California Mental Health Directors Association
Name/Title

County

County Information

I. Population Information:

II. Application Fee Schedule (Based on 2008 population)

[ ] Population greater than 10 million: $1,000
[ ] Population 1 million to 10 million: $750
[ ] Population 100,000 to 1 million: $500
[ ] Population less than 100,000: $250

Please issue warrant to California Mental Health Services Authority $______________

OR

[ ] Application Fee will be paid upon the first reassignment of program funds to CMHSA

III. Requested Date of Membership: ____________

Signature

Date

Please complete form and submit via email to kim.santin@georgehillscoms. Print and/or save completed form for your records.
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, hereinafter called member, 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.

(e) 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 CMHSA that all such programs are fiscally self-contained requiring no additional funding from members. In addition, 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
removal of any party from this Agreement, pursuant to Article 9, shall not affect this Agreement or the member's obligations hereunder.

ARTICLE 3
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 4
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 5
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.

A majority of the membership of the Board shall constitute a quorum for the transaction of business. For voting purposes there shall be a total of 75 votes, whereas each member shall have one vote. The remaining votes shall be allocated to each member based on each member's proportionate percentage of the population based on the most recent census. This calculation shall be performed and reviewed annually in June, prior to the next fiscal year. Except as otherwise provided in this Agreement or any other duly executed Agreement of the
members, all actions of the Board shall require the affirmative vote of a majority of the members present and voting; provided, that any action which is restricted in effect to only one of the Authority's Programs, shall require the affirmative vote of a majority of those Board members who participate in that Program.

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 6

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. A report of the
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 7
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 8
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) Member's Program Withdrawal from Programs will be defined in the specific Program Bylaws.

ARTICLE 9
CANCELLATION

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

(a) Cancel 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 canceling the member's participation in all Programs of the Authority as of the date that its membership is canceled.

(b) Cancel any member's participation in a Program of the Authority, without canceling the member's membership in the Authority of 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 cancellation 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 10
EFFECT OF WITHDRAWAL OR CANCELLATION

If a member’s participation in a Program of the Authority is cancelled with or without cancellation of membership in the Authority, and such cancellation is effective before the end of the Fiscal Year for that Program, the Authority shall promptly determine and return to that member the amount of any unearned payment from the member for the Fiscal Year, such amount to be computed on a pro-rata basis from the effective date of cancellation.

Except as provided above, a member which withdraws or is cancelled 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. However, in the event of termination of this Agreement, such member may share in the distribution of assets of the Authority to the extent provided in Article 11 provided.

Those members who have withdrawn or been cancelled pursuant to Article 9 from any Program of the Authority during a coverage year shall pay any charges which the Board of Directors determines are due from the members for which were incurred during the members participation in any Program.
ARTICLE 11
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 12
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 Board of Director, Officer, committee member or advisor to any Board or committee shall be responsible for any action taken or omitted by any other Board of Director, Officer, committee member, or advisor to any committee. No Board of 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 Board of 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 13
BYLAWS

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

ARTICLE 14
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 15

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 16

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 17

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 18

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 it 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. 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 19
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 20
AGREEMENT COMPLETE

This Agreement constitutes the full and complete Agreement of the parties.
Jim Whiteaker  
Chairman, Sutter County  
Board of Supervisors for Sutter-Yuba  
Mental Health Services

Date: 5/14/09
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Effective June 11, 2009