Before the Board of Supervisors  
County of San Joaquin, State of California

B. 12-231

MOTION: Villapudua/Vogel

Approval of Agreements With the  
California Mental Health Services Authority

THIS BOARD OF SUPERVISORS does hereby:

1. Approve San Joaquin County’s participation in the California Mental Health Services Authority (CalMHSA);

2. Approve the Joint Exercise of Powers Agreement that governs the operations of CalMHSA, and authorize the Behavioral Health Services Director to sign the agreement on behalf of the County;

IT IS FURTHER ORDERED:

3. That the Behavioral Health Director act as the representative of San Joaquin County on the Board of Directors of CalMHSA, and authorize the Behavioral Health Services Director to appoint an alternate representative; and,

4. Approve and authorize the Behavioral Health Director to sign the agreement with CalMHSA for the Statewide Suicide Prevention Social Marketing Campaign.

I HEREBY CERTIFY that the above order was passed and adopted on 4/10/12 by the following vote of the Board of Supervisors, to wit:

AYES: Villapudua, Vogel, Ruhstaller, Ornelas, Bestolarides
NOES: None
ABSENT: None
ABSTAIN: None

Clerk of the Board of Supervisors  
County of San Joaquin  
State of California

By: Clerk
March 22, 2012

Approval of Agreements with the California Mental Health Services Authority

Dear Board Members:

Recommendation

It is recommended that the Board of Supervisors:

1. Approve the County’s participation in the California Mental Health Services Authority (CalMHSA);

2. Approve the Joint Exercise of Powers Agreement that governs the operations of CalMHSA and authorize the Behavioral Health Director to sign the agreement on behalf of the County;

3. Authorize the Behavioral Health Director to act as the representative of the County on the Board of Directors of CalMHSA, and authorize the Director to appoint an alternate representative; and,

4. Approve and authorize the Behavioral Health Director to sign the agreement with CalMHSA for the Statewide Suicide Prevention Social Marketing Campaign.

Reason for Recommendation

During 2006-07, the State’s Mental Health Services Act Oversight and Accountability Commission approved five Prevention and Early Intervention (PEI) projects to be administered on a statewide basis. It was determined that three of those five projects would be more effectively implemented through a single entity.

California Government Code Sections 6500 through 6536 permit two or more public agencies by agreement to exercise, jointly, powers common to the contract parties. In collaboration with the State Department of Mental Health (DMH) and local county Mental Health Directors a Joint Exercise of Powers Authority, CalMHSA was developed in 2009 to administer the statewide PEI programs. To date, 44 counties have assigned a portion of their PEI funds to CalMHSA to administer on their behalf.
In April 2010, CalMHSA entered into a contract with DMH to administer three statewide PEI projects on behalf of its member counties. CalMHSA does not deliver services itself, but facilitates efficient use of resources by providing group purchasing power, joint development of Requests for Proposals (RFPs) and contracts for services, and reduced overhead. CalMHSA has issued RFPs and has selected contractors for many of the statewide projects.

Behavioral Health Services (BHS) postponed a recommendation on County membership in CalMHSA until the County’s prevention and intervention needs were fully identified. Recently BHS recognized an opportunity in which a CalMHSA statewide program matched closely with County needs. As the CalMHSA statewide programs are well underway and vendors have been selected, BHS is able to recognize the benefits of joining with other counties in statewide projects.

In response to an increased suicide rate among teens in San Joaquin County, BHS solicited public feedback, including the option to contract with a CalMHSA statewide program, in December 2011 and January 2012 to determine the best use of suicide prevention funds. The resulting recommendations included joining the CalMHSA Statewide Suicide Prevention Social Marketing Campaign, which is one of the statewide PEI projects administered by CalMHSA and focuses on preventing teen suicides.

The Statewide Suicide Prevention Social Marketing Campaign will use media professionals to develop and disseminate suicide prevention campaign materials including television and radio commercials, social networking websites, brochures, posters, and media kits throughout San Joaquin County. The materials will reflect the unique cultural and linguistic needs of the County.

It is recommended that the County join CalMHSA as a member county and approve the participation agreement for the Statewide Suicide Prevention Social Marketing Campaign. Membership will also leave the County poised to access future opportunities as well.

For a one-time application fee of $500, the County can become a member of CalMHSA. Membership can be relinquished at any time with formal notice to CalMHSA. Each member county has representation on the CalMHSA Board of Directors and the ability to attend, participate in, and vote on actions of the Board of Directors and to participate in the governance of programs in which the County is participating.

The term of the agreement with CalMHSA for the Statewide Suicide Prevention Social Marketing Campaign is April 1, 2012 to June 30, 2014. Any future projects with CalMHSA requiring County funding will be submitted to your Board for review and approval.

The Mental Health Board has reviewed and supports the recommendations. County Counsel has reviewed the Joint Exercise of Powers Agreement that governs the operations of CalMHSA and has approved it as to form.
Board Letter RE: CalMHSA
March, 2012

Fiscal Impact

The total cost of the recommended actions is $250,500 for 2011-12. The cost of membership in CalMHSA is a one-time application fee of $500. The cost of the agreement with CalMHSA for the Statewide Suicide Prevention Social Marketing Campaign is $250,000. These amounts are included in the approved 2011-12 Mental Health Services budget. There is no additional cost to the County General Fund.

Action to Be Taken Following Approval

Upon approval by the Board of Supervisors, the Behavioral Health Director will sign the Joint Exercise of Powers Agreement with CalMHSA, act as the representative of the County on the Board of Directors of CalMHSA, appoint an alternate to represent the County on the CalMHSA Board, and sign the agreement with CalMHSA for the Statewide Suicide Prevention Social Marketing Campaign.

Very truly yours,

[Signature]

Kenneth B. Cohen, Director
Health Care Services

KBC:VS
(1:BOS/12CalMHSA)

c: Auditor-Controller
   Behavioral Health Services
   Clerk of the Board
   County Counsel
1. San Joaquin County Behavioral Health Services ("BHS") desires to participate in the Program identified below.

Name of Program: CalMHSA Statewide Suicide Prevention Social Marketing Campaign

2. California Mental Health Services Authority ("CalMHSA") and BHS acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and this participation agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.

☑ Exhibit A Program Description and Funding
☑ Exhibit B General Terms and Conditions
☐ Exhibit C Special Terms and Conditions (optional)
☑ Exhibit D Evaluation Plan

3. The maximum funding payable to CalMHSA under this Agreement is $250,000.00.

4. The term of the Program is for Participation in the CalMHSA Statewide Suicide Prevention Social Marketing Campaign currently scheduled to conclude June 30, 2014.

5. Authorized Signatures:

CalMHSA
Signed: __________________________ Name (Printed): John E. Chaquica
Title: Executive Director Date: 3/20/12

BHS
Signed: __________________________ Name (Printed): Victor Singh
Title: BHS Director Date: __________________________
PARTICIPATION AGREEMENT
Exhibit A – Program Description and Funding

6. Name of Program
CalMHSA Statewide Suicide Prevention Social Marketing Campaign

7. Term of Program
The term of this program is for participation in the CalMHSA Statewide Suicide Prevention Social Marketing Campaign scheduled to conclude on June 30, 2014.

8. Program Objectives and Overview
CalMHSA agrees that San Joaquin County Behavioral Health Services (hereinafter “BHS”) will be appended to its existing contract with AdEase for participation in the Suicide Prevention Social Marketing Campaign Program Services (SPSMCPS). On behalf of BHS, CalMHSA will act in its capacity as the agent of BHS, pursuant to the provisions and by-laws of the Joint Powers Authority and DMH regulations for MHSA Prevention and Early Intervention Statewide Projects Implementation per the Mental Health Services Act, Prevention and Early Intervention guidelines, and agrees to provide the usual, customary and necessary contract oversight and management services as agent of BHS to obtain from AdEase the requirements set forth in the AdEase contract Scope of Work as described in Sections IV and V below.

9. Project Activities
CalMHSA will append its existing contract with AdEase on behalf of BHS for a suicide prevention social marketing campaign to inform, educate and increase the awareness of suicide and self-harming behaviors among a cross section of community members.

Goals and Objectives:

The overall goal of this agreement is to include BHS as a participant in the CalMHSA Statewide Suicide Prevention Social Marketing Program with deliverables described in the existing contract CalMHSA holds with AdEASE. The primary goal of this program is to inform, educate and increase the awareness of suicide and self-harming behaviors among a cross section of community members San Joaquin County. Specific objectives for this agreement are as follows:

A. The AdEase Creative Team will leverage existing resources and adapt and produce campaign materials for general public and selected groups use. Materials will be developed to reach the general public as well as selected groups as identified through the formative research. To assure that all campaign materials will be culturally and linguistically competent, the AdEase development process is guided by; those intended to be reached; grounded in research regarding the highest risk populations; focus groups; and tested with members of the intended audience. The AdEase Creative Team will develop an array of campaign materials for suicide prevention such as radio or TV commercials, print ads and out-of-home materials, (billboards, bus sides and bus shelters). Intended materials/products include the hard costs of developing items such
as; brochures, posters, media kits, campaign tool kits, newsletters, fact sheets and/or research reports. In most instances a limited number of materials will be provided along with the production files to the individual counties to produce at their expense. AdEase will develop/translate materials in the appropriate language based on the target audience. AdEase will consult with CalMHSA regarding the specific materials to be developed, their quantity, plan for translation, plan for dissemination, and year in which these deliverables will be met as the program is implemented.

B. The BHS program will be a part of and therefore mirror the Statewide Campaign, which will target the general public (60%), ethnic media (30%) and the remaining 10% targeted for rural areas and with health care providers.

AdEase will leverage resources from the Statewide Social Media Campaign to provide links to local hotlines, resources and information on how to seek help within San Joaquin County. Additionally, BHS will be provided with links to a website in Spanish, a youth site and sites targeted for health care providers and middle-aged men. The site will be optimized for mobile phone access and AdEase will provide BHS a campaign landing pages(s) customized for San Joaquin County.

C. The statewide media campaign is two-fold: to reach the general public with information about how to recognize warning signs, how to offer help and to promote the value of getting trained as a gatekeeper; and to reduce stigma and offer hope and information and to encourage help-seeking behaviors on the part of the individuals who are at risk of attempting suicide. Although the campaign is aimed at the general public, materials and media placement will reflect the cultural diversity of the state and speak to different age groups as well as urban and rural residents. As needed, materials will be developed in English and Spanish as well as additional threshold languages, as determined by the evaluation, research and CalMHSA.

D. AdEase will engage the news media across the state with an aim of improving their reporting on suicide by enlisting grassroots groups throughout the state, and drawing attention to consensus recommendations for the media/companion website. In addition, AdEase outreach staff will provide the designated media contact in each county with resources and tools for media outreach, including media contact lists in their regions, the new media recommendations, etc. The AdEase Team will create and provide “boilerplate” articles about suicide prevention relevant to specific audiences and populations so that they can submit these to local specialty media, PSA scripts and copy-ready ads from the campaign for local groups to add their own contact information in preferred language.

E. After creative testing, baseline analysis, expert and community input, AdEase will develop a ready-to-use customizable suicide prevention and education media campaign toolkit. This will begin by the close program year one. The toolkit will contain materials from the statewide media campaign – such as print ads, broadcast commercials and outdoor advertising—that can be customized to meet the needs of individual counties, regions and communities. The toolkit will also include outreach materials and targeted campaign materials for selected audiences at elevated risk. Over the course of the campaign, (program years two and three and concluding by June 30 2014), training
sessions will be facilitated to provide training to counties on how to use the materials in their local markets, address challenges, problem-solve together, learn about successes and determine improvements and next steps; and the AdEase Team will be on-call for technical assistance.

10. Evaluation

A. AdEase will implement a comprehensive data collection, outcomes-based program designed with specific, measurable, achievable, relevant and time-bound objectives (SMART). The SMSPEC is outcomes-based across all deliverables. At the campaign and task level, outcomes have been identified that tie back to Networking, Resource Development, Social Marketing and Training/Capacity Building. Aggregated consumer-based data will generate information that will be used to help Californians to recognize warning signs of suicide risk and know the appropriate actions to be taken. Evaluation of data throughout the campaign will allow AdEase to make modifications as needed through the three-year period. For overall campaign effectiveness, AdEase will look at key performance indicators from all campaign activities as tied to specific outcomes.

Each quarter, information will be analyzed and reported back to participants and to CalMHSAs. For overall program effectiveness, AdEase will identify key performance indicators as tied to specific outcomes, monitor and report findings annually. Ongoing monitoring and reporting of findings will allow AdEase to make modifications throughout the eighteen month period.

B. AdEase, through its project director, will be required to participate in the CalMHSAs statewide evaluation and collect data related to consumer demographics, baseline/follow-up, service utilization studies and service experience at the program level; submit data to the CalMHSAs evaluation team according to a pre-established schedule; and engage stakeholders including community, consumers and family in program evaluation procedures and activities. Ultimately each program will comply with data requests for the statewide evaluation of all CalMHSAs-administered programs. CalMHSAs will coordinate the evaluation of the statewide PEI implementation.

C. Based on dates, deadlines and deliverables that are established in the work plan, AdEase will report on all outcomes from the elements of the plan for which they are responsible. CalMHSAs will use standardized data collection instruments with a portal for use by AdEase that will ultimately allow CalMHSAs to download and compile the data records to provide views of activities and achievements for contract deliverables. For more information see attached behavior change and logic model and evaluation plan, exhibit D.

AdEase will input data remotely using any of a variety of devices, including Windows Mobile-based Pocket PCs and a Web browser or laptops that are compatible with Microsoft Dynamic CRM.

AdEase will be responsible for managing the aggregate database, responding to requests for data from CalMHSAs and disseminating regular reports to CalMHSAs and its members through the Microsoft Dynamic CRM platform provided by CalMHSAs.
AdErse will report quarterly to CalMHSA through the provided CRM. CalMHSA will Mail paper copies of relevant reports to:

San Joaquin County Behavioral Health Services
Attn: Contracts Management
1212 N. California Street
Stockton, CA 95202

Email electronic copies of quarterly reports to: contracts@sjcbhs.org

11. Program Funding

BHS shall transfer to CalMHSA $250,000.00 for the aforementioned described program and subject to the services described and provided by AdErse, BHS as a member of CalMHSA shall be provided the fiscal and administrative services obligated.

12. Program Expenses

BHS agrees that funding may be allocated by CalMHSA as follows:

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<thead>
<tr>
<th>PROGRAM EXPENSES</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>Evaluation</td>
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<tr>
<td>Administration</td>
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PARTICIPATION AGREEMENT
Exhibit B – General Terms and Conditions

13. Definitions

Throughout this Participation Agreement, 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.

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 - A non-Member County (or multi-county JPA) participating in a Program with CalMHSA Members.

G. Program – The program identified in the Cover Sheet.

H. Prevention and Early Intervention (PEI) – Per Guidelines issued by the MHSOAC, there are three PEI Statewide Projects—Suicide Prevention, Stigma and Discrimination Reduction and Student Mental Health Initiative—that are to be conducted by Counties acting jointly or in collaboration, or by DMH.


14. Responsibilities

A. Responsibilities of CalMHSA:

1. Develop Program plan, updates, and/or work plans as necessary on behalf of and in coordination with BHS that are consistent with applicable laws, regulations, guidelines and/or contractual obligations. These may include, but are not limited to, obligations imposed by DMH and/or OAC.

2. Act as fiscal and administrative agent for Participants in the Program.
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 agreement.

4. Submission of plans, updates, and/or work plans on behalf of and/or in coordination with BHS for review and approval by any public agency with authority over the Program.

5. Management of funds received the Program consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.

6. Provide regular fiscal reports to BHS and/or other public agencies with a right to such reports.

7. Compliance with CalMHSA's Joint Powers Agreement and Bylaws.

C. Responsibilities of BHS:

1. Seek CalMHSA membership contingent upon Board of Supervisors approval.

2. Timely transfer of amounts assessed for the Program.

3. Identification of a representative authorized to act for BHS, and receive notices on behalf of BHS. Identification of an alternate to attend meetings in absence of representative.

4. Attend advisory committee meetings for the Program, and provide input as necessary to accomplish the purposes of the Program.

5. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.


7. Timely and complete submission in response to requests for information and items needed.

8. Acknowledgement that funds contributed by BHS will be pooled with the funds of other Participants in the Program, and jointly used to meet the objectives of the Program, pursuant to the allocation formula adopted for the Program. Program expenses will normally include a proportionate share of CalMHSA’s general administrative expenses, since there is no independent source of funding for such expenses.

9. Compliance with applicable laws, regulations, guidelines, contractual agreements, joint powers agreements and bylaws.

15. Duration and Term

A. The term of the Program is for participation in the CalMHSA Statewide Suicide Prevention Social Marketing Campaign scheduled to conclude on June 30, 2014. The Program may be extended or terminated early depending on the availability of funds.
B. The majority of the Participants may vote to expel a Participant from the Program for cause. Cause shall be defined as any breach of this Participation Agreement, any misrepresentation, or fraud on the part of any Participant.

16. Withdrawal, Cancellation and Termination

A. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expenses and liabilities of the Program. The contributions of current and past Participants 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 the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the operation of the Program shall be distributed and apportioned among the Participants in proportion to their contributions.


A. BHS agrees to transfer to CalMHSA the total funding amount stated on the Cover Sheet upon approval of this agreement.

B. BHS will share in the costs of administration and evaluation in the same proportions as their overall contributions, as described in Item VII of Exhibit A.
PARTICIPATION AGREEMENT
Exhibit D – Evaluation Plan

AdEase's Behavior Change Model, presents a one-page overview of our campaign strategies for individuals at risk and for the entire general population. It identifies mediating and reinforcing factors for individuals at risk (such as knowledge of resources, reducing stigma and offering hope) that our campaign activities and messages will address to encourage them to seek help. It further identifies groups of people in a position to intervene with those at risk: the general public, health care providers, survivor peer support groups and the media. Our campaign activities will provide them with the knowledge, tools, skills and training they need to do their part in recognizing warning signs and taking action.

Our Logic Model identifies our target groups and describes the statewide and regional activities that will be used to achieve short-term outcomes stemming from attitudinal shifts, and long-term outcomes resulting from behavior change. It shows how we will increase the capacity of communities statewide to prevent suicide or intervene early by 1) strengthening individual knowledge and skills so that individuals will be able to recognize warning signs for suicide, know what action to take to help someone, and know which resources to access; 2) increasing the number of community members who are trained as gatekeepers or “first responders” to warning signs of suicide; 3) strengthening survivor peer support groups; and 4) prompting news media throughout the state to use the revised reporting recommendations.

With evaluation at the forefront of all decisions, we propose first conducting a random digit dial survey of a sample of California households. The telephone survey will provide baseline measures of Californians’ knowledge of signs, symptoms and resources for suicide. The survey will target approximately 1,300 California households (margin of error estimated at ± 3% at the 95% confidence level) and be representative of the state’s demographics. AdEase will work closely with the statewide evaluation team. As outlined in the Behavior Change and Logic Model for the campaign (see Appendix 2 & 3), the campaign will be based on research, outcome driven and will incorporate specific, measurable, achievable, relevant and time specific (S.M.A.R.T.) objectives to reach short term and long term goals.

Throughout the campaign, we will closely monitor and report on results, and use data to inform and strengthen the campaign continuously.

Deliverables:

• Updated research report highlighting best practices and existing suicide prevention efforts
• Repurposed survey instruments and research methodologies
• Baseline Awareness Report from statewide telephone survey
New Member Data Fee Form
California Mental Health Services Authority

3043 GOLD CANAL DRIVE, SUITE 200 + RANCHO CORDOVA, CA 95670 + PHONE:(916) 859-4800 FAX:IMLINE:(916) 859-4805

County Information

I. Population Information:
   (Based on most recent population published by State Department of Finance).

II. Application Fee Schedule (Based on most recent population published by State Department of Finance)

   - 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 CalMHSA

III. Requested Date of Membership: ____________

____________________________________
County/City

____________________________________
Printed Name

____________________________________
Signature

____________________________________
Date

Please complete form and submit via email to laura.li@georgehills.com. Print and/or save completed form for your records.
**Member Contact Information**

Alternate Name/Title (including professional initials)

________________________

Physical Address

________________________

Street Name

________________________

Suite / Mail Stop / Floor

________________________

City  State  Zip Code

________________________

Telephone:  Facsimile:  Email:

________________________

**Alternate Contact Information**

Alternate Name/Title (including professional initials)

________________________

Physical Address

________________________

Street Name

________________________

Suite / Mail Stop / Floor

________________________

City  State  Zip Code

________________________

Telephone:  Facsimile:  Email:

________________________

Page 2 of 3
Executive Assistant
Contact Information

Name____________________
Title____________________
Address__________________

Telephone________________
Facsimile________________
Email____________________

Support Person For:
_________________________

Executive Assistant
Contact Information

Name____________________
Title____________________
Address__________________

Telephone________________
Facsimile________________
Email____________________

Support Person For:
_________________________

Page 3 of 3

Please complete form and submit via email to laura.h@georgehills.com. Print and/or save completed form for your records.
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.
(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 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.

CalMHSA JPA Agreement Board Amended, June 10, 2010
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 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, 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.
Allan Rawland  
San Bernardino County

Date

Halsey Simmons  
Solano County

Date

Dr. Wayne Clark  
Monterey County

Date

Dr. William Cornelius  
Colusa County

Date

Dr. Karen Baylor  
San Luis Obispo County

Date

Dr. Madelyn Schlaepfer  
Stanislaus County

Date

Brad Luz  
Sutter/Yuba County

Date

Michael Kennedy  
Sonoma County

Date

Marvin J. Southard  
Los Angeles County

Date

Noel O’Neill  
Trinity County

Date

Ann Robin, MFT  
Butte County

Date

Leslie Tremaine  
Santa Cruz County

Date

Scott Gruendl  
Glenn County

Date

Kristy Kelly  
Lake County

Date

Karen Stockton  
Modoc County

Date

Meloney A. Roy  
Ventura County

Date

Maureen Bauman  
Placer County

Date

Kim Sudeman  
Yolo County

Date

Mary Ann Bennett  
Sacramento County

Date

Nancy Pena  
Santa Clara County

Date
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<td>Donna Taylor</td>
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<td>Alfredo Aguirre</td>
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<td>Ken Crandall, MSW</td>
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<td>Phillip R. Crandall, DHHS Director</td>
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<td>Jaye Vanderhurst, LCSW</td>
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<td>Jesse H. Duff</td>
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CalMHSA JPA Agreement

Board Amended, June 10, 2010
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<td>Robin Roberts, MFT</td>
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<td>Victor Singh, LCSW</td>
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<td>San Joaquin County</td>
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CalMHSA JPA Agreement
Board Amended, June 10, 2010
APPENDIX A
CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
BOARD OF DIRECTORS AND MEMBER LISTING

**Butte County**
Anne Robin, MFT
Director
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Interim Mental Health Director
Colusa County Department of Behavioral Health
Superior Region - Representative
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Madera County
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Mendocino County
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