New Member Fee Form & Board Member/Alternate Designation **California Mental Health Services Authority**

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

County Information		2008	Estimated 2009
[.	Population Information:		
II.	Application Fee Schedule (<i>Based on 2008 population</i>)		
	[] Population greater than 10 million:	\$1,000	
	[] Population 1 million to 10 million:	\$ 750	
	[x] Population 100,000 to 1 million:	\$ 500	
	[] Population less than 100,000:	\$ 250	
	[x] Please issue warrant to California Mental H	ealth Services Aut	hority \$
	OR		

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

III. Requested Date of Membership:

Participation in CalMHSA represents your four year commitment to release program and planning IV. funds. Please indicate your allocation below:

Printed Name Signature

Program Funds	Planning Funds	Fiscal Year
\$	\$	2008/2009
\$	\$	2009/2010
\$	\$	2010/2011
\$	\$	2011/2012

Date

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

Board Member Contact Information

Dourd Member Contact Information			Alternate Contact Information		
Member's Name/Tit	le (including professional initials)				
County					
Email				tle (including professional initials)	
Physical Address:			Physical Address: 		
Street Name					
Suite / Mail Stop / F	loor		Suite / Mail Stop / I	r'ioor	
City	State	Zip Code	City	State Zip Code	
Telephone	Facsimile			Facsimile	

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

Executive Assistant

Contact Information

Name____

Title_

Address_____

Telephone_

Facsimile_

Email___

Support Person For:

Executive Assistant

Contact Information

Title		
Address		
Telepho	ne	
Facsimi	le	
Email		
Support	Person For:	

Please complete form and submit via email to margo.walls@georgehills.com. 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** 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;

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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**.

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

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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.
- Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

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.

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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 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:

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- (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

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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.

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.

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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.

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:

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- (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.

"Joint Powers Act" shall mean the Joint Exercise of Powers Act, set forth at Article 1, Chapter 5, Division 7, Title 1 (commencing with section 6500) of the **Government Code**.

"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.

AGREEMENT COMPLETE

This Agreement constitutes the full and complete Agreement of the parties.

CalMHSA JPA Agreement

Allan Rawland San Bernardino County	Date	Glenda Lingenfelter, RN Solano County	Date
Dr. Wayne Clark Monterey County	Date	Edmond Smith Colusa County	Date
Dr. Karen Baylor San Luis Obispo County	Date	Denise Hunt 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		
Karen Stockton Modoc County	Date		
Maureen Bauman Placer County	Date		
Mary Ann Bennett Sacramento County	Date		

Meloney Roy Ventura County	Date	Donna Taylor Fresno County	Date
Jerry Wengerd Riverside County	Date	Donna M. Wigand Contra Costa County	Date
Janice Melton Madera County	Date	Louis Rodgers San Mateo County	Date
Michael W. Horn Imperial County	Date	Neda West El Dorado County	Date

SUPPLEMENTAL MHSA PEI STATEWIDE PROGRAMS ASSIGNMENT AGREEMENT - Enclosure 1

COUNTY OF EL DORADO

County of El Dorado (the County) agrees to participate in the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Statewide Programs funded from the PEI Component of the MHSA Three-Year Program and Expenditure Plan. The three Statewide Programs intended to be funded by this agreement are: Suicide Prevention, Student Mental Health Initiative, and Stigma and Discrimination Reduction.

The County agrees that upon its execution of this Agreement, the following amounts will be assigned to DMH concurrent with the start of the State Fiscal Year (SFY) for which they are made available subject to the effective conditions specified below:

\$145,200.00 of the County's SFY 08/09 PEI Statewide Program Component Allocation \$145,200.00 of the County's SFY 09/10 PEI Statewide Program Component Allocation \$145,200.00 of the County's SFY 10/11 PEI Statewide Program Component Allocation \$145,200.00 of the County's SFY 11/12 PEI Statewide Program Component Allocation

Assignment to the Department of Mental Health

Funds in the amount specified will be transferred from the Mental Health Services Fund Local Assistance portion of the DMH state budget, item 4440-601-3085 to the DMH state budget, item 4440-101-3085, Program 10, Local Assistance.

The County makes the assignment to (please check one):

Fund a contract pursuant to WIC 5897 (a) between DMH and California Mental Health Services Authority (CalMHSA) to support CalMHSA administration of these programs.

Assignment shall be effective only upon:

- review and comment by DMH and approval by Mental Health Services Oversight and Accountability Commission (MHSOAC);
- a fully executed County MHSA Agreement with DMH; and
- appropriation of sufficient funds in the State Budget Act to allow DMH to expend the funds assigned by counties to support the PEI Statewide Programs outlined above.

Pursuant to WIC 5892(a)(3) assigned funds intended to fund a contract between DMH and CaIMHSA may be distributed to CaIMHSA only after a PEI Statewide Program and Expenditure Plan or update has been approved by the MHSOAC.

Fund DMH administration of these programs.

Release of Planning Funds

The County may request funds for the purpose of conducting the Community Program Planning and Local Review Processes, for preparing, drafting and submitting Plan/updates and for other planning activities be distributed to the JPA.

Pursuant to its Assignment above to fund a contract pursuant to WIC 5897 (a) between DMH and California Mental Health Services Authority (CalMHSA) to support CalMHSA administration of these programs, the County authorizes the release of Planning funds under this contract to the JPA in the following amounts:

\$7,260.00 of the County's SFY 08/09 PEI Statewide Program Component Allocation \$7,260.00 of the County's SFY 09/10 PEI Statewide Program Component Allocation \$7,260.00 of the County's SFY 10/11 PEI Statewide Program Component Allocation

Approved for County (by signature)	Date:
Printed Name and Title: Neda West, Health Services Direct	or