

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
BY: 8/19/10 DATE  
MARSHAL VICTOR

Dep't Recomm.: ☐ Consent ☒ Policy  
Per Exec. Ofc.: ☐ Consent ☒ Policy

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

985



FROM: Department of Mental Health

SUBMITTAL DATE:

August 19, 2010

SUBJECT: California Counties' Mental Health Services Authority

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Adopt Resolution No. 2010-262;
2. Authorize Riverside County Department of Mental Health (RCDMH) to participate and represent Riverside County in the CalMHSA to jointly develop and fund mental health services and education programs as determined on a statewide, regional or other basis;
3. Authorize the assignment of Riverside County's portion of funds for the three (3) statewide programs to CalMHSA; and,
4. Approve the Joint Exercise of Powers Agreement joining the California Counties' Mental Health Services Authority (CalMHSA) and authorize the Chairman to sign.

(BACKGROUND begins on page 2)

JW:KS

Jerry Wengert  
Jerry Wengert, Director  
Department of Mental Health

FINANCIAL  
DATA

Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Debra Cournoyer  
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: August 31, 2010  
xc: Mental Health

Kecia Harper-Ihem  
Clerk of the Board  
By: Kecia Harper-Ihem  
Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

3.60

**SUBJECT:** California Counties' Mental Health Services Authority

**BACKGROUND:** Approval of this item will allow the Department of Mental Health to enter into the California Counties' Mental Health Services Authority (CalMHSA) in order to jointly develop and fund certain mental health services and education programs as determined on a statewide or regional basis.

In January and September of 2007, the Mental Health Services Oversight and Accountability Commission (MHSOAC), the State body with authority over the Prevention and Early Intervention (PEI) component of the Mental Health Services Act (MHSA), approved five PEI Statewide Projects. In May of 2008, the MHSOAC determined that three of these projects would be most effectively implemented through a single administrative entity. The (3) statewide projects are: 1) Suicide Prevention 2) Student Mental Health Initiative 3) Stigma and Discrimination Reduction. The State Department of Mental Health (DMH) agreed to administer these projects but could only do so if each county "assigned" the funds designated for those projects to DMH. However, in late 2008, DMH announced they neither had the authority to require counties to assign the statewide funds back to DMH nor the process for counties to access the funds.

In July 2009, several counties partnered to form a single administrative entity in the form of a Joint Powers Authority (JPA), which was subsequently named the California Mental Health Services Authority (CalMHSA). This created a mechanism for PEI Projects to be developed and implemented through a single administrative entity with each County Mental Health Director as a voting member representing their respective County for the Board of Supervisors. This accomplishes the goal of the three Statewide PEI projects achieving 'statewideness' as originally intended.

The RCDMH is requesting approval to become a participating member of the CalMHSA. This will allow RCDMH to act jointly with other counties maximizing the MHSA funding reserved for counties in the development and implementation of the statewide PEI projects. CalMHSA will provide the county with many benefits including flexibility in use of the funds, decreasing administrative costs and duties created by combining resources with multiple counties. Resources will 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. In addition, counties can increase cost efficiency in administration by centralizing compliance with reporting requirements. Moreover the CalMHSA will provide a centralized voice before State Legislature, State DMH, the MHSOAC, and other parties to address funding of county public mental health services, including PEI Statewide funding. This centralized entity is also better suited to house, share and disseminate research, information and specific strategies that are the most effective and quality assured.

There are currently nineteen (19) counties participating in the CalMHSA, including Los Angeles and Orange Counties. An additional fourteen (14) counties are expected to join in the near future. A proposed timeline for implementation, although not final until September 2010, includes three (3) distinct phases: 1) Suicide Prevention to begin implementation in January 2011; 2) Stigma and Discrimination Reduction to begin implementation in February 2011; and, 3) Student Mental Health Initiative to begin implementation in March 2011. Currently, CalMHSA is seeking Stakeholder input (through August 31, 2010) to prioritize the already "established actions" outlined in each of the three (3) respective strategic plans. Each project will have its own budget and each county can decide whether or not to participate. Riverside County's allocation for statewide projects is listed in the Financial Impact section on page 3. The CalMHSA website, which publishes updated JPA information, documents and meeting information can be found at <http://www.calmhsa.org/index.htm>.

**SUBJECT:** California Counties' Mental Health Services Authority

**FINANCIAL IMPACT:**

There is a \$750 application fee to participate in CalMHSA, which will be paid upon the assignment of program funds. Aside from the application fee, participation in the CalMHSA will not impose any additional County costs as MHSA funding for the Statewide PEI projects has been reserved for counties by the State and is separate from local PEI funding for programs developed and approved by individual counties. Riverside County was allocated \$8.8 million (\$2.2 for each year for 4 years) as their portion of the statewide funding. There is no financial impact to County funds.

**RESOLUTION No. 2010-262**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE APPROVING THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (CalMHSA) AND AUTHORIZING PARTICIPATION IN THE CalMSHA.**

**WHEREAS**, the Mental Health Services Act (MHSA) was approved by the voters on November 4, 2004;

**WHEREAS**, Section 3 of the MHSA states that the purpose and intent of the Act is "to ensure that all funds are expended in the most cost effective manner and services are provided in accordance with recommended best practices subject to local and state oversight to ensure accountability to taxpayers and the public".

**WHEREAS**, Welfare Institutions Code Section 5897 (added by the Act) states as follows: "Notwithstanding any other provision of State law, the Department of Mental Health shall implement the mental health services provided by Parts 2, 2.6 and 4 of this Division through contracts with county mental health programs or counties acting jointly.

**WHEREAS**, participating counties desire to exercise their common powers, outlined in Welfare and Institutions Code, jointly under the provisions of a Joint Powers Authority (JPA) which has been established and subsequently renamed to the California Mental Health Services Authority (CalMHSA).

**WHEREAS**, County wishes to participate in the Mental Health Services Act Prevention and Early Intervention Statewide project by becoming a member of the California Mental Health Services Authority (CalMHSA) to jointly develop and fund mental health services and education programs on a Statewide, regional, or other basis.

FORM APPROVED COUNTY COUNSEL  
BY: 8/19/10 DATE  
MARSHALL VICTOR

**NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED** by the Board of Supervisors of the County of Riverside, in regular session assembled on August 31, 2010, as follows:

1. Authorize the Riverside County, Department of Mental Health's participation in the CalMHSA to jointly develop and fund mental health and education programs.
2. Authorize the Director of Mental Health to represent the County on the JPA Board of Directors and participate and make decisions in the CalMHSA on behalf of Riverside County Mental Health.
3. Agree and approve the terms and conditions of the Joint Powers Authority Agreement and authorize the Chairman to sign the Agreement.
4. Authorize the Director of Mental Health to sign the Supplemental MHSA PEI Statewide Programs Assignment Agreement, assigning Riverside County's portion of the statewide funds to CalMHSA in the amount of \$8.8 Million.

ADOPTED AND APPROVED on this 31st day of August, 2010, by the  
Board of Supervisors of the County of Riverside.

ROLL CALL:

Ayes:       Buster, Tavaglione, Stone, Benoit, and Ashley  
Nays:       None  
Absent:     None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board

By: \_\_\_\_\_  
Deputy

**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;

AUG 31 2010 3.60

**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.



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.

**"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.

**ARTICLE 21**  
**AGREEMENT COMPLETE**

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

\_\_\_\_\_  
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

Marion Ashley AUG 31 2010  
Marion Ashley  
Riverside County  
Date

**CHAIRMAN, BOARD OF SUPERVISORS**

\_\_\_\_\_  
Karen Stockton  
Modoc County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maureen Bauman  
Placer County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Ann Bennett  
Sacramento County

\_\_\_\_\_  
Date

ATTEST:  
KECIA HARPER-IHEM, Clerk  
BY: Marion Ashley  
DEPUTY

WHEN DOCUMENT IS FULLY EXECUTED RETURN

**CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

FORM APPROVED COUNTY COUNSEL  
BY: Marshall Victor 8/19/10  
MARSHALL VICTOR DATE

AUG 31 2010 3.00

# **APPENDIX A**

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
BOARD OF DIRECTORS AND MEMBER LISTING**

***San Bernardino County***

**Mr. Allan Rawland, ACSW, MSW – President**  
Behavioral Health Director  
**Southern Region**  
268 West Hospitality Lane, Suite 400  
San Bernardino, CA 92415  
Phone: (909) 382-3133  
Fax: (909) 382-3105

***Monterey County***

**Dr. Wayne Clark, PhD – Vice President and  
Bay Area Representative**  
Director - Monterey County Behavioral Health  
**Bay Area Region**  
1270 Natividad Road  
Salinas, CA 93906-3198  
Phone: (831) 755-4509  
Fax: (831) 755-4980

***Placer County***

**Maureen Bauman, LCSW - Secretary**  
Director - Placer County Adult System of Care  
**Central Region**  
11512 B Avenue  
Auburn, CA 95603  
Phone: (530) 889-7256  
Fax: (530) 886-1810

***San Luis Obispo***

**Dr. Karen Baylor, PhD, MFT – Treasurer**  
Behavioral Health Administrator – San Luis  
Obispo Behavioral Health Department  
**Southern Region**  
2180 Johnson Ave  
San Luis Obispo, CA 93401  
Phone: (805) 781-4734  
Fax: (805) 781-1273

***Butte County***

**Anne Robin, MFT**  
Director - Butte County Behavioral Health  
**Superior Region**  
107 Parmac Road, Suite 4  
Chico, CA 95926  
Phone: (530) 891-2850  
Fax: (530) 895-6549

***Modoc County***

**Karen Stockton, PhD**  
Director - Modoc County Mental Health  
Services  
**Superior Region**  
441 North Main Street  
Alturas, CA 96101  
Phone: (530) 233-6312  
Fax: (530) 233-6339

***Sacramento County***

**Mary Ann Bennett**  
Deputy Director – Department of Health  
and Human Services  
**Central Region**  
7001-A East Parkway, Suite 400  
Sacramento, CA 95823  
Phone: (916) 875-9904  
Fax: (916) 875-6970

***Santa Cruz County***

**Leslie Tremaine, EdD**  
Santa Cruz County Mental Health Director  
– Santa Cruz County Behavioral Health  
**Bay Area Region**  
1400 Emeline Avenue  
Santa Cruz, CA 95060  
Phone: (831) 454-4931  
Fax: (831) 454-4663

***Solano County***

**Glenda Lingenfelter, RN**  
Interim Mental Health Director – Solano  
County Mental Health Division  
**Bay Area Region**  
275 Beck Avenue, MS 5-250  
Fairfield, CA 94533  
Phone: (707) 784-8320  
Fax: (707) 421-6619

***Sonoma County***

**Michael Kennedy, MFT**  
Director - Sonoma County Mental Health  
**Bay Area Region**  
3322 Chanate Road  
Santa Rosa, CA 95404  
Phone: (707) 565-5157  
Fax: (707) 565-4892



**Colusa County****Edmond Smith**

Interim Mental Health Director

Colusa County Department of Behavioral Health

**Superior Region**

162 E. Carson Street, Suite A

Colusa, CA 95932

Phone: (530) 458-0822

Fax: (530) 458-7751

**Glenn County****Scott Gruendl, MPA**

Director - Glenn County Health Services Agency

**Superior Region**

242 North Villa Avenue

Willows, CA 95988

Phone: (530) 934-6582

Fax: (530) 934-6592

Email:

**Los Angeles County****Marvin J. Southard, DSW**

Director of Mental Health – Los Angeles County  
Mental Health

550 S. Vermont Avenue, 12<sup>th</sup> Floor

Los Angeles, CA 90020

Phone: (213) 738-4601

Fax: (213) 386-1297

**Stanislaus County****Ms. Denise Hunt, MFT – Central Area  
Representative**

Director – Stanislaus County Behavioral  
Health and Recovery Services

**Central Region**

800 Scenic Drive

Modesto, CA 95250

Phone: (209) 525-7442

Fax: (209) 525-6291

**Sutter/Yuba County****Brad Luz, Ph.D., Board of Director  
Member**

Deputy Mental Health Director -

Sutter/Yuba Mental Health Services

**Central Region**

1965 Live Oak Blvd.

Yuba City, CA 95992

Phone: (530) 822-7200

Fax: (530) 822-7627

**Trinity County****Noel O'Neill, LMFT**

Director - Trinity County Behavioral  
Health

**Superior Region**

1450 Main Street

Weaverville, CA 96093

Phone: (530) 623-1362

Fax: (530) 623-1447