COUNTY OF HUMBOLDT

Date: May 25, 2011

To: Board of Supervisors

From: Phillip R. Crandall, Director
Department of Health and Human Services

Subject: Joint Exercise of Powers Agreement for the California Mental Health Services Authority

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve and authorize the Chair to sign the attached Participating Resolution approving membership in the California Mental Health Services Authority, a Joint Powers Authority.

2. Approve the Joint Exercise of Powers Agreement for the California Mental Health Services Authority.

3. Appoint the DHHS Director, Phillip R. Crandall, and his designated alternate, Barbara LaHaie, DHHS Assistant Director, as Humboldt County’s representatives to this Authority.

4. Authorize the Department of Health and Human Services to apply for membership to the Joint Powers Authority which includes the submission of the New Member Application Form (Attachment A); the Participating Resolution (Attachment B); the Joint Powers Agreement (Attachment C); and the appointed Humboldt County representatives.

5. Authorize the DHHS Director, Phillip R. Crandall, to sign the Joint Exercise of Powers Agreement.

...
6. Authorize the Department of Health and Human Services to expend the application fee to participate in the California Mental Health Services Authority.

7. Direct Humboldt County’s appointed representatives to file with the California Mental Health Services Authority’s Executive Director the required Fair Political Practices Commission forms upon assuming office, during office, and upon termination of office.

8. Direct the Clerk of the Board to return two executed copies of the Participating Resolution to the Department of Heath and Human Services.

9. Rescind the Board of Supervisors’ Action of March 10, 2009 signing a Joint Exercise of Powers Agreement for the California Counties Mental Health Services Authority and appointing Humboldt County’s representatives to this Authority.

SOURCE OF FUNDING: Statewide Mental Health Services Act

DISCUSSION:

The California Mental Health Services Authority is a Joint Powers Authority. Membership is open to California counties and cities. Its purpose is for the members to jointly develop, and fund mental health services and education programs as determined on a regional, statewide, or other basis.

The Mental Health Services Act provides opportunities to expand and develop innovative and integrated mental health services. When passed by California voters in 2004, the Mental Health Services Act anticipated that counties would act jointly to develop mandated statewide initiatives that support and complement county level programs for specific projects.

The California State Department of Mental Health has set aside three statewide Prevention and Early Intervention mental health initiatives to be developed and implemented throughout the State. They are the Suicide Prevention Initiative, which will support and coordinate with counties in the implementation of the California Strategic Plan on Suicide Prevention; the Stigma and Discrimination Reduction Initiative, which will coordinate efforts to develop a strategic plan to reduce stigma and discrimination against people living with mental illness; and the Student Mental Health Initiative, which will provide an opportunity for California schools and higher education campuses to strengthen student mental health programs.

The California Mental Health Services Authority will be administering these initiatives for member counties. As an independent administrative and fiscal governmental agency focused on the efficient delivery of California mental health projects, the California Mental Health Services Authority will optimize the use of Mental Health Services Act statewide initiative funding. It allows counties to jointly develop, fund, and implement mental health services, projects, and educational programs at the state, regional, and local levels.

The California Mental Health Services Authority is currently funded by the participating counties assignment of Statewide Mental Health Services Act - Prevention and Early Intervention funds. Individual counties have assigned statewide funds to the State Department of Mental Health which then contracts with the California Mental Health Services Authority. The Authority will hold counties statewide Prevention and Early Intervention funds in trust, and account for them separately from its other funds. The Authority will deposit counties statewide funds with the Local Agency Investment Fund (LAIF) and hold them
separately until the individual county joins the authority or enters into a memorandum of understanding that provides for usage of the funds for Statewide Prevention and Early Intervention projects and programs. The funds individual counties assign is based on a formula and set by the State. Counties are unable to access these statewide funds directly for local use; however counties must ensure that the mandated initiatives are implemented.

On December 14, 2010, the Humboldt County Board of Supervisors received and filed the report of the Department of Health and Human Services, Mental Health Branch Director’s intent to sign the Mental Health Services Act - Prevention and Early Intervention Statewide Programs Funding Assignment Agreement with the State Department of Mental Health for $125,700 for four years, from Fiscal Year 2008/2009 through Fiscal Year 2011/2012. The purpose of the assignment was to fund the contract between the State Department of Mental Health and the California Mental Health Services Authority.

On March 10, 2009, the Humboldt County Board of Supervisors approved and authorized the Chair to execute the Joint Exercise of Powers Agreement for the California Counties Mental Health Services Authority. This agreement never went into effect because it required forty counties to sign before it became effective.

Subsequently, the organizers of the Joint Powers Authority drafted a new, separate Joint Exercise of Powers Agreement naming the Joint Powers Authority the California Mental Health Services Authority. This agreement did not require forty signatures to become effective. Sixteen counties signed initially and the California Mental Health Services Authority was formed. Notice of a Joint Powers Agreement has been filed with the Secretary of State.

Recently, the members of the Joint Powers Authority amended their Joint Exercise of Powers Agreement which included modifications proposed by Humboldt County. This is the agreement presented to the Board of Supervisors today.

FINANCIAL IMPACT:

There is an application fee of $500 to join the California Mental Health Services Authority. Otherwise, participation in the Authority will not impose any additional County costs as the California Mental Health Services Authority funds are from statewide Mental Health Services Act - Prevention and Early Intervention funds. These funds must be expended consistent with the statewide Prevention and Early Intervention funds project requirements outlined by the State Department of Mental Health. There is no additional impact to the County Mental Health Fund and no impact on the County General Fund. This action will not result in any net County cost.
OTHER AGENCY INVOLVEMENT:

California counties currently participating in The California Mental Health Services Authority Joint Exercise of Powers Agreement are:

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<tr>
<th>Butte County</th>
<th>Marin County</th>
<th>San Mateo County</th>
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<td>Yuba County</td>
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ALTERNATIVES TO STAFF RECOMMENDATIONS:
The Board may choose not to approve membership in the California Mental Health Services Authority, however, that would result in the County’s inability to access regional and state-wide Mental Health Services Act funding to support these mandated prevention and early intervention initiatives.

ATTACHMENTS:
A. California Mental Health Services Authority – New Member Application Form
B. Resolution- California Mental Health Services Authority Joint Exercise of Powers Agreement
C. Joint Exercise of Powers Agreement Creating the California Counties Mental Health Services Authority
New Member Data Fee Form
California Mental Health Services Authority

3043 GOLD CANAL DRIVE, SUITE 200 * RANCHO CORDOVA, CA 95670 * PHONE: (916) 359-4800 FAX: (916) 359-4805

County Information

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

<table>
<thead>
<tr>
<th>Population Information</th>
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<th>Date Population Recorded</th>
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<tr>
<td>Population greater than 10 million:</td>
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<td>July 1, 2010</td>
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<tr>
<td>Population 1 million to 10 million:</td>
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<td></td>
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<tr>
<td>Population 100,000 to 1 million:</td>
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<td></td>
</tr>
<tr>
<td>Population less than 100,000:</td>
<td>$250</td>
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</table>

☐ 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: July 1, 2011

IV. Participation in CalMHSA represents your four year intention to assign program funds and the intention to release three years of planning funds (Enclosure 1/Information Notice 12-05).

Humboldt County

County/City

Phillip R. Crandall

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

Name/Title
Phillip R. Crandall, DHHS Director

Physical Address

Street Name
507 F Street

Suite / Mail Stop / Floor

City          State          Zip Code
Eureka        California     95501

Telephone: 707-441-5400   Facsimile: 707-441-5412

Email:

Alternate Contact Information

Alternate Name/Title
Barbara LaHaie, DHHS Assistant Director

Physical Address

Street Name
507 F Street

Suite / Mail Stop / Floor

City          State          Zip Code
Eureka        California     95501

Telephone: 707-441-5400   Facsimile: 707-441-5412

Email:
Executive Assistant
Contact Information

Name: Alane Frayer
Title: Executive Secretary
Address: 507 F Street
        Eureka, Ca 95501

Telephone: 707 441-5400
Facsimile: 707 441-5412
Email:

Support Person For:
Phillip R. Crandall

Executive Assistant
Contact Information

Name: Cindy Bogardus
Title: Executive Secretary
Address: 507 F Street
        Eureka Ca, 95501

Telephone: 707 441-5400
Facsimile: 707 441-5412
Email:

Support Person For:
Barbara LaHaie

Please complete form and submit via email
to laura.li@georgehills.com. Print and/or
save completed form for your records.
BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting on June 28, 2011

PARTICIPATION IN THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY AGREEMENT

Authority for Humboldt County to apply for membership and participate in the California Mental Health Services Authority and appoint Phillip R. Crandall, Department of Health and Human Services Director and his alternate Barbara LaHaie, Department of Health and Human Services Assistant Director of Programs as the County's representatives to the Authority

WHEREAS, The Humboldt County Department of Health and Human Services may act jointly with other counties to develop mandated statewide initiatives that support and complement county level Mental Health Services Act programs; and

WHEREAS, The California Mental Health Services Authority (CalMHSA), as an independent administrative and fiscal governmental agency, will optimize the use of Mental Health Services Act statewide funding to jointly develop, fund, and implement services, projects, and educational programs which may include, but are not limited to the:
- Suicide Prevention Initiative, which will support and coordinate with counties in the implementation of the California Strategic Plan on Suicide Prevention
- Stigma and Discrimination Reduction Initiative, which will coordinate efforts to develop a strategic plan to reduce stigma and discrimination against people living with mental illness
- Student Mental Health Initiative, which will provide an opportunity for California schools and higher education campuses to strengthen student mental health programs;

NOW, THEREFORE, BE IT RESOLVED
That the Humboldt County Board of Supervisors authorizes Humboldt County to apply for membership and participate in the California Mental Health Services Authority and appoint the Department of Health and Human Services Director, Phillip R. Crandall and his alternate, DHHS Assistant Director, Barbara LaHaie, as the County's representatives to the Authority.
MARK LOVELACE, Chair of the Board

Adopted on motion by Supervisor , Seconded by Supervisor , and the following vote:

AYES: 
NAYS: 
ABSENT: 
ABSTAIN: 

STATE OF CALIFORNIA )
County of Humboldt )

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be a full, true, and correct copy of the original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California as the same now appears of record in my Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors.

NICOLE TURNER
Deputy Clerk of the Board of Supervisors of the County of Humboldt, State of California
CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT

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

RECITALS

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

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

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

NOW THEREFORE, the parties agree as follows:

ARTICLE 1
PURPOSES

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

(a) Addressing suicide prevention.
(b) Ethnic and cultural outreach.
(c) Stigma and discrimination reduction related to mental illness.
(d) Student mental health and workforce training and education.
(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.


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

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

This Agreement constitutes the full and complete Agreement of the parties.
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<td>Brad Luz</td>
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<td>Marvin J. Southard</td>
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<td>Ann Robin, MFT</td>
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<td>Maureen Bauman</td>
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<td>Stacey Cryer</td>
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<td>Jo Robinson</td>
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<td>James A. Waterman, PhD</td>
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<td>Bruce Gurganus</td>
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<td>Michael Noda</td>
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