DEPARTMENT: Human Services  
BY: James Rydingsword  
PHONE: (209) 966-2000

RECOMMENDED ACTION AND JUSTIFICATION: It is respectfully requested that your board approve Mariposa County Behavioral Health to 1) Adopt a resolution authorizing County’s participation in the California Mental Health Services Authority (CalMHSA) in order to jointly develop, fund and administer mental health services and education programs as determined on a regional, statewide, or other basis. 
2) Approve the Joint Exercise of Powers Agreement (as amended in 2010) that governs operations of the California Mental Health Services Authority (CalMHSA). 
3) Authorize the Director of the Department of Human Services to sign the Joint Exercise of Powers Agreement (amended in 2010) on behalf of Mariposa County. 
4) Authorize the Director of the Department of Human Services to act as the representative of the County on the Board of Directors of the California Mental Health Services Authority, and authorize the Director to appoint an alternate to represent the County on the CalMHSA Board. 
And 5) Authorize the Director of Human Services to expend the application fee to participate in California Mental Health Services Authority (CalMHSA).

BACKGROUND AND HISTORY OF BOARD ACTIONS: Approval of this item will allow the County’s Department of Mental/Behavioral Health to join the California Mental Health Services Authority (CalMHSA) in order to jointly develop and fund mental health services and education programs as determined by CalMHSA Board on a regional, statewide, or other basis.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION: Mariposa County would not be able to Join the CalMHSA in order to act jointly with other counties to develop, fund and administer mental health services and educational programs.

Financial Impact? (X) Yes ( ) No  
Current FY Cost: $ 250  
Annual Recurring Cost: $250

Budgeted In Current FY? (X) Yes ( ) No ( ) Partially Funded

Amount in Budget:  
$250

Additional Funding Needed:  
$ __________

Source:

Internal Transfer

Unanticipated Revenue

Transfer Between Funds

Contingency

( ) General  ( ) Other

List Attachments, number pages consecutively

Page 1-2 Board Memo

Pages 2-4 CA form 700’s

Pages 5-7 New Member Data Fee Form

Pages 8-33 JPA Agreement

CLERK’S USE ONLY:

Res. No.: ________  Ord. No. ________

Vote - Ayes: ________  Noes: ________

Absent: ________

( ) Approved

( ) Minute Order Attached  ( ) No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.

Date: ________

Attest: MARGIE WILLIAMS, Clerk of the Board

County of Mariposa, State of California

By: ________________

Deputy

COUNTRY ADMINISTRATIVE OFFICER:

( ) Requested Action Recommended

No Opinion

Comments:

________________________________________

CAO: __________________________

Revised Dec. 2002
August 2, 2011

TO: Members, Board of Supervisors
    Rick Benson, CAO
FROM: James Rydingsword, Director
RE: Re-CalMHSA JPA

Recommendation
It is respectfully requested that your board approve Mariposa County Behavioral Health to 1) Adopt a resolution authorizing County’s participation in the California Mental Health Services Authority (CalMHSA) in order to jointly develop, fund and administer mental health services and education programs as determined on a regional, statewide, or other basis.
2) Approve the Joint Exercise of Powers Agreement (as amended in 2010) that governs operations of the California Mental Health Services Authority (CalMHSA).
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And 5) Authorize the Director of Human Services to expend the application fee to participate in California Mental Health Services Authority (CalMHSA).

Background/Current Situation
Approval of this item will allow the County’s Department of Mental/Behavioral Health to join the California Mental Health Services Authority (CalMHSA) in order to jointly develop and fund mental health services and education programs as determined by CalMHSA Board on a regional, statewide, or other basis.

The California Government Code (the “Joint Exercise of Powers Act”, Section 6500 et seq.) permits two or more public agencies by agreement to jointly exercise powers common to the contracting parties. Six initial member Counties formed the California Mental Health Service Authority (CalMHSA) in 2009. In April 2010, CalMHSA entered into a contract with the Department of Mental Health (DMH) to administer three statewide Prevention and Early Intervention (PEI) Projects on behalf of its member Counties. The Joint Exercise of Powers Agreement as amended in 2010 is attached as Attachment 1. Under the Agreement, each member County has a representative on CalMHSA’s Board of Directors who is entitled to vote regarding general JPA governance and to govern Programs in which the County is participating. As of May 2011, CalMHSA had 29 member Counties containing more than 85% of the state’s population.

The County Department of Human Services requests approval to join CalMHSA in order to act jointly with other counties to jointly develop, fund and administer mental health services and educational programs. CalMHSA does not deliver services itself, but facilitates efficient use of resources by multiple Counties by providing group purchasing power, joint development of RFPs.
CalMHSA also provides its member Counties with the ability to deal jointly with DMH, MHSOAC, and the legislature. CalMHSA MEMBER VOTING Representatives of Member Counties or Cities that have not participated in any Program of the Authority may attend and participate in board meetings, but may not vote or be a member of the Executive Committee until such time as their County or city takes all steps necessary to assign Statewide PEI funds or to participate in some other Program of the Authority resulting in funds being received by the Authority for or on behalf of Mariposa County.

Financial
There is no financial impact to the general fund. There is a one-time application fee of $250 to join CalMHSA. Otherwise, participation in the Authority will not impose any additional County costs except those the County voluntarily incurs by electing to participate in specific CalMHSA programs or by employing CalMHSA to provide administrative services for mental health projects.

IMPACT ON CURRENT SERVICES No direct effect on current County services will occur as a result of merely joining CalMHSA. The County may subsequently elect to have CalMHSA administer mental health projects or programs in lieu of their administration by the County, if doing so is deemed advantageous by the County. Joint administration of programs or projects by CalMHSA should result in more cost-effective rates for services, reduced demands on County administrative services, and increased efficiency in implementing services.
STATEMENT OF ECONOMIC INTERESTS
COVER PAGE

NAME OF FILER

(LAST) Lawless

(First) John

(Middle) H.

1. Office, Agency, or Court

Agency Name
Mariposa County Human Services

Deputy Director of Behavioral Health

Division, Board, Department, District, if applicable

Your Position

► If filing for multiple positions, list below or on an attachment:

Agency: ____________________________ Position: ____________________________

2. Jurisdiction of Office (Check at least one box)

☐ State

☐ Multi-County ____________________________

☐ City of ____________________________

☐ County of Mariposa

☐ Judge (Statewide Jurisdiction)

☐ Other ____________________________

3. Type of Statement (Check at least one box)


☐ Leaving Office: Date Left ____________________________ (Check one)

☐ The period covered is January 1, 2010, through the date of leaving office.

☐ The period covered is ____________________________ through the date of leaving office.

☐ Assuming Office: Date ____________________________

☐ Candidate: Election Year ____________________________ Office sought, if different than Part 1: ____________________________

4. Schedule Summary

Check applicable schedules or “None.”

☐ Schedule A-1 - Investments - schedule attached

☐ Schedule A-2 - Investments - schedule attached

☐ Schedule B - Real Property - schedule attached

☐ Schedule C - Income, Loans, & Business Positions - schedule attached

☐ Schedule D - Income - Gifts - schedule attached

☐ Schedule E - Income - Gifts - Travel Payments - schedule attached

☒ None - No reportable interests on any schedule

► Total number of pages including this cover page: ____________________________

5. Verification

MAILING ADDRESS 5362 Lernee Lane

STREET Mariposa

CITY CA

STATE 95338

ZIP CODE

DAYTIME TELEPHONE NUMBER (209) 742-0992

E-MAIL ADDRESS jlawless@mariposaounty.org

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed 8/1/2011

Signature ____________________________

(See the original signed statement with your filing officer)

FPPC Form 700 (2010/2011)

FPPC Toll-Free Helpline: 866/275-3772 www.fppc.ca.gov
STATEMENT OF ECONOMIC INTERESTS
COVER PAGE

Please type or print in ink.

NAME OF FILER (LAST) (FIRST) (MIDDLE)
Rydingsword Jim

1. Office, Agency, or Court

Agency Name
Mariposa County Human Services
Director of Human Services
Division, Board, Department, District, if applicable
Your Position

► If filing for multiple positions, list below or on an attachment.

Agency: ____________________________________________________________
Position: __________________________________________________________

2. Jurisdiction of Office (Check at least one box)

☐ State
☐ Multi-County
☐ City of __________________________________________________________
☐ Judge (Statewide Jurisdiction)
☒ County of Mariposa
☐ Other

3. Type of Statement (Check at least one box)

  -or-
  The period covered is ______/_____/______, through December 31, 2010.

☐ Leaving Office: Date Left ______/_____/______
  (Check one)
  ☐ The period covered is January 1, 2010, through the date of leaving office.
  ☐ The period covered is ______/_____/______, through the date of leaving office.

☐ Assuming Office: Date ______/_____/______

☐ Candidate: Election Year ________

Office sought, if different than Part 1: ________________________________

4. Schedule Summary

Check applicable schedules or "None."

☐ Schedule A-1 - Investments - schedule attached
☐ Schedule A-2 - Investments - schedule attached
☐ Schedule B - Real Property - schedule attached

  -or-

☐ None - No reportable interests on any schedule

☐ Schedule C - Income, Loans, & Business Positions - schedule attached
☐ Schedule D - Income - Gifts - schedule attached
☐ Schedule E - Income - Gifts - Travel Payments - schedule attached

► Total number of pages including this cover page: ______

5. Verification

MAILING ADDRESS
5362 Lemea Lane
(Street or Agency Address Recommended - Public Document)

STREET
Mariposa
CITY
CA
STATE
95338
ZIP CODE

DAYTIME TELEPHONE NUMBER
( 209 ) 742-0892

E-MAIL ADDRESS
jrydings@mariposacounty.org

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed 8/1/2011

(month, day, year)

Signature

I herebypanion this statement with my filing official.

FPPC Toll-Free Helpline: 866/275-3772 www.fppc.ca.gov
New Member Data Fee Form
California Mental Health Services Authority

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

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

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

☒ Please issue warrant to California Mental Health Services Authority $ 250.00

OR

☐ Application Fee will be paid upon the first reassignment of program funds to CalMHSA

III. Requested Date of Membership: 9/1/2011

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).

Mariposa/Mariposa

County/City

Jim Rydingsword

Printed Name

Signature

Date

8-2-2011

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

Page 1 of 3
### Member Contact Information

**Jim Rydingsword**

**Alternate Name/Title (including professional initials)**
Human Services Director

**Physical Address**
5362 Lemee Lane

**Street Name**
Lemee Lane

**Suite / Mail Stop / Floor**

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
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<tbody>
<tr>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
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</tbody>
</table>

**Telephone:** 209-742-0892  **Facsimile:** 209-742-0996

**Email:** jrydings@mariposacounty.org

### Alternate Contact Information

**John Lawless**

**Alternate Name/Title (including professional initials)**
Deputy Director of Behavioral Health and Recovery Services

**Physical Address**
5362 Lemee Lane

**Street Name**
Lemee Lane

**Suite / Mail Stop / Floor**

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<thead>
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**Telephone:** 209-742-0689  **Facsimile:** 209-742-0996

**Email:** jlawless@mariposacounty.org
Executive Assistant

Contact Information

Name: Debroah Ciapponi
Title: Office Tech II
Address: 5362 Lemee Lane

Mariposa County 95338
Telephone: 209 742-0890
Facsimile: 209 742-0996
Email: dciapponi@mariposacounty.org

Support Person For:
Jim Rydingsword

Please complete form and submit via email to laura.ii@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;
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.
<table>
<thead>
<tr>
<th>Name</th>
<th>County</th>
<th>Date</th>
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<th>County</th>
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<td>Allan Rawland</td>
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<td>Dr. Wayne Clark</td>
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<td>Dr. William Cornelius</td>
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<td>Dr. Karen Baylor</td>
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<td>Ann Robin, MFT</td>
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<td>Meloney A. Roy</td>
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<td>Kim Suderman</td>
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<td>Mary Ann Bennett</td>
<td>Sacramento County</td>
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<td>Nancy Pena</td>
<td>Santa Clara County</td>
<td></td>
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