

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Behavioral Health and Recovery Services

BOARD AGENDA # *B-4

Urgent

Routine

AGENDA DATE August 31, 2010

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval of Amendment to Joint Exercise of Powers Agreement with the California Mental Health Services Authority

STAFF RECOMMENDATIONS:

1. Approve the amendment to the Joint Exercise of Powers Agreement with the California Mental Health Services Authority.
2. Authorize the Behavioral Health Director or her designee to sign the Joint Exercise of Powers Agreement Amendment with the California Mental Health Services Authority.

FISCAL IMPACT:

Funding for membership in the California Mental Health Services Authority and for trainings developed as a part of the Authority is provided through the Mental Health Services Act Prevention and Early Intervention allocation. These funds are designated specifically for this purpose and cannot be used for other services. Appropriations and estimated revenue in the amount of \$9,240 have been included in the Fiscal Year 2010-2011 Adopted Proposed Budget for Behavioral Health and Recovery Services as Stanislaus County's share of administrative costs for the Authority. There is no impact to the County General Fund associated with this agreement.

BOARD ACTION AS FOLLOWS:

No. 2010-541

On motion of Supervisor O'Brien, Seconded by Supervisor Monteith
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:

CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

During calendar year 2007, the State's Mental Health Services Act Oversight and Accountability Commission approved five Prevention and Early Intervention projects to be administered on a statewide basis. It was determined that three of those five projects would be more effectively implemented through a single entity. A total of \$40 million per year will be used for these projects. This amount reflects Mental Health Services Act Prevention and Early Intervention funds that have been assigned back to the California Mental Health Services Authority, through the California Department of Mental Health, to administer on the counties' behalf. Assignment of these funds was approved by the Board of Supervisors on November 25, 2008.

California Government Code Sections 6500 through 6536 permit two or more public agencies by agreement to exercise, jointly, powers common to the contract parties. In collaboration with the California Department of Mental Health and county local Mental Health Directors, a Joint Exercise of Powers Authority was developed to administer the statewide training, technical assistance and capacity building Prevention and Early Intervention programs as well as other programs, as needed. The California Mental Health Services Authority was created to allow member counties the opportunity to collaborate with all other members for the administration of the statewide projects. Each member county has representation on the Authority's Board of Directors and the ability to attend, participate in and vote on actions of the Board of Directors. On March 3, 2009 the Board of Supervisors approved the participation of Behavioral Health and Recovery Services in the California Mental Health Services Authority and entered into the Joint Exercise of Powers Agreement.

The Amendment to the Joint Exercise of Powers Agreement changes the original Agreement to clarify that no member shall be obligated to fund the Authority in an amount greater than the amount to which the member has previously agreed. The Amendment also adds the creation of the California Mental Health Services Authority as a public entity, separate and apart from the member entities, and stipulates the definition of a quorum and that members may only have a vote regarding programs in which they participate. In addition, language is added to allow a biennial audit, as permitted by Government Code Section 6505, subdivision (f).

POLICY ISSUES:

Approval of this agenda item supports the Board of Supervisors' priorities of A Healthy Community and the Efficient Delivery of Public Services by enabling counties with like needs to provide more cost effective and efficient mental health training through combined resources.

STAFFING IMPACT:

There are no staffing impacts associated with this item.

Approval of Amendment to Joint Exercise of Powers Agreement with the California
Mental Health Services Authority
Page 3

CONTACT INFORMATION:

Linda Downs, Assistant Director for Administrative Services, Telephone 525-6225.

8/31/10 B4

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT

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BOARD OF SUPERVISORS

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.

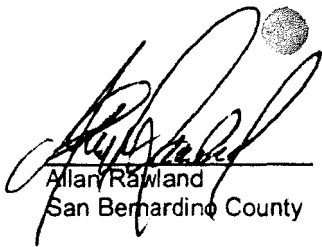
"Joint Powers Act" shall mean the Joint Exercise of Powers Act, set forth at Article 1, Chapter 5, Division 7, Title 1 (commencing with section 6500) of the **Government Code**.

"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

9/5/20
Date

Glenda Lingenfelter, RN
Solano County

Date

Dr. Wayne Clark
Monterey County

Date

Edmond Smith
Colusa County

Date

Dr. Karen Baylor
San Luis Obispo County

Date

Denise Hunt
Stanislaus County

Date

Brad Luz
Sutter/Yuba County

Date

Michael Kennedy
Sonoma County

Date

Marvin J. Southard
Los Angeles County

Date

Noel O'Neill
Trinity County

Date

Ann Robin, MFT
Butte County

Date

Leslie Tremaine
Santa Cruz County

Date

Scott Gruendl
Glenn County

Date

Karen Stockton
Modoc County

Date

Maureen Bauman
Placer County

Date

Mary Ann Bennett
Sacramento County

Date

Allan Rawland San Bernardino County	Date	Glenda Lingenfelter, RN Solano County	Date
Dr. Wayne Clark Monterey County	Date	Curtis Boewer Colusa County	Date
<i>Karen Baylor 8/13/10</i> 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	Donna Taylor Fresno County	Date
Karen Stockton Modoc County	Date	Donna Wigand Contra Costa County	Date
Maureen Bauman Placer County	Date	Kim Suderman Yolo County	Date
Mary Ann Bennett Sacramento County	Date		Date

Allan Rawland
San Bernardino County

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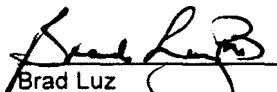
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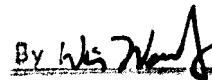
Maureen Bauman
Placer County

Date

Mary Ann Bennett
Sacramento County

Date

Approved
County Counsel
Sutter County, California

By 

Allan Rawland
San Bernardino County

Date

Glenda Lingenfelter, RN
Solano County

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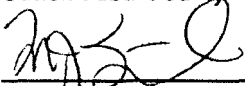
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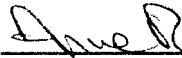
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Scott Gruendl
Glenn County

8/16/10
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Karen Stockton
Modoc County

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Maureen Bauman
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Date

Mary Ann Bennett
Sacramento County

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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

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Brad Luz
Sutter/Yuba County

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Michael Kennedy
Sonoma County

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Marvin J. Southard
Los Angeles County

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Noel O'Neill
Trinity County

Date

Ann Robin, MFT
Butte County

Date

Leslie Tremaine
Santa Cruz County

Date

Scott Gruendl
Glenn County

Date

Karen E. Stockton

Karen Stockton
Modoc County

10/26/2010

Date

Maureen Bauman
Placer County

Date

Mary Ann Bennett
Sacramento County

Date

Allan Rawland
San Bernardino County

Date

Glenda Lingenfelter, RN
Solano County

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Dr. Wayne Clark
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Leslie Tremaine
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Scott Gruendl
Glenn County

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Karen Stockton
Modoc County

Date

Maureen Bauman
Placer County

Date

MaryAnn Bennett 9-16-10

MaryAnn Bennett
Sacramento County

Date

Allan Rawland
San Bernardino County

Date

Glenda Lingenfelter, RN
Solano County

Date

Dr. Wayne Clark
Monterey County

Date

Edmond Smith
Colusa County

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Dr. Karen Baylor
San Luis Obispo County

Date

Denise Hunt

Denise Hunt

9/7/10

Date

Stanislaus County

Date

Brad Luz
Sutter/Yuba County

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Michael Kennedy
Sonoma County

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Marvin J. Southard
Los Angeles County

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Noel O'Neill
Trinity County

Date

Ann Robin, MFT
Butte County

Date

Leslie Tremaine
Santa Cruz County

Date

Scott Gruendl
Glenn County

Date

**APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL**

BY
Vicki Jean L. Costa

Vicki Jean L. Costa

Karen Stockton
Modoc County

Date

DATE: *8/13/10*

8/13/10

Maureen Bauman
Placer County

Date

Mary Ann Bennett
Sacramento County

Date

Allan Rawland
San Bernardino County

Date

Glenda Lingenfelter, RN
Solano County

Date

Dr. Wayne Clark
Monterey County

Date

Edmond Smith
Colusa County

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Dr. Karen Baylor
San Luis Obispo County

Date

Denise Hunt
Stanislaus County

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Brad Luz
Sutter/Yuba County

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Michael Kennedy
Sonoma County

Date

11/18/10

Marvin J. Southard
Los Angeles County

Date

Noel O'Neill
Trinity County

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Ann Robin, MFT
Butte County

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Leslie Tremaine
Santa Cruz County

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Scott Gruendl
Glenn County

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Karen Stockton
Modoc County

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Maureen Bauman
Placer County

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Mary Ann Bennett
Sacramento County

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Allan Rawland
San Bernardino County

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Glenda Lingenfelter, RN
Solano County

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Dr. Wayne Clark
Monterey County

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Curtis Boewer
Colusa County

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Dr. Karen Baylor
San Luis Obispo County

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Denise Hunt
Stanislaus County

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Brad Luz
Sutter/Yuba County

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Michael Kennedy
Sonoma County

Date

Marvin J. Southard
Los Angeles County

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Noel O'Neill
Noel O'Neill
Trinity County

Date
10/12/10

Ann Robin, MFT
Butte County

Date

Leslie Tremaine
Santa Cruz County

Date

Scott Gruendl
Glenn County

Date

Donna Taylor
Fresno County

Date

Karen Stockton
Modoc County

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Donna Wigand
Contra Costa County

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Maureen Bauman
Placer County

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Kim Suderman
Yolo County

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Mary Ann Bennett
Sacramento County

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Allan Rawland
San Bernardino County

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Marvin J. Southard
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Noel O'Neill
Trinity County

Date

Ann Robin, MFT
Butte County

Date

Leslie Tremaine 11/17/10

Leslie Tremaine
Santa Cruz County

Date

Scott Gruendl
Glenn County

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Karen Stockton
Modoc County

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Maureen Bauman
Placer County

Date

Mary Ann Bennett
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Sutter/Yuba County

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Michael Kennedy
Sonoma County

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Marvin J. Southard
Los Angeles County

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Noel O'Neill
Trinity County

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L. Tremaine

6-23-10

Ann Robin, MFT
Butte County

Date

Leslie Tremaine
Santa Cruz County

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Scott Gruendl
Glenn County

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Karen Stockton
Modoc County

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Maureen Bauman
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Maureen Bauman
Placer County

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Kim Suderman
Yolo County

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Mary Ann Bennett
Sacramento County

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Meloney A. Roy
Meloney A. Roy
Ventura County

10.5.10

Date

Allan Rawland
San Bernardino County

Date

Glenda Lingenfelter, RN
Solano County

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Dr. Wayne Clark
Monterey County

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Kim Suderman
Yolo County

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9-13-10

Mary Ann Bennett
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Allan Rawland
San Bernardino County

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Patrick O. Duterte
Solano County

16 Sept 10

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Dr. Wayne Clark
Monterey County

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Edmond Smith
Colusa County

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Dr. Karen Baylor
San Luis Obispo County

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Denise Hunt
Stanislaus County

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Sutter/Yuba County

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Maureen Bauman
Placer County

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Kim Suderman
Yolo County

Date

Mary Ann Bennett
Sacramento County

Date

Nancy Penz

NANCY PENZ, Dnct.
SANTA CLARA COUNTY

10/8/10
Date

Allan Rawland
San Bernardino County

Date

Glenda Lingenfelter, RN
Solano County

Date

Dr. Wayne Clark
Monterey County

Date

Edmond Smith
Colusa County

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Dr. Karen Baylor
San Luis Obispo County

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Denise Hunt
Stanislaus County

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Brad Luz
Sutter/Yuba County

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Michael Kennedy
Sonoma County

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Marvin J. Southard
Los Angeles County

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Noel O'Neill
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Ann Robin, MFT
Butte County

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Leslie Tremaine
Santa Cruz County

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Scott Gruendl
Glenn County

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Marion Ashley AUG 31 2010

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Marion Ashley
Riverside County

CHAIRMAN, BOARD OF SUPERVISORS

Karen Stockton
Modoc County

Date

Maureen Bauman
Placer County

Date

ATTEST:
KECIA HARPER-IHEM, Clerk
By *Kecia Harper-Ihem*
DEPUTY

Mary Ann Bennett
Sacramento County

Date

FORM APPROVED COUNTY COUNSEL
BY *M. Victor* 8/19/10
MARSHAL VICTOR DATE

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

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Brad Luz
Sutter/Yuba County

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Michael Kennedy
Sonoma County

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Marvin J. Southard
Los Angeles County

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Noel O'Neill
Trinity County

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Ann Robin, MFT
Butte County

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Leslie Tremaine
Santa Cruz County

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Scott Gruendl
Glenn County

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Bruce Gurganus
Bruce Gurganus 7/29/10
Marin County

Karen Stockton
Modoc County

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Maureen Bauman
Placer County

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Mary Ann Bennett
Sacramento County

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Allan Rawland
San Bernardino County

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Glenda Lingenfelter, RN
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Sonoma County

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Marvin J. Southard
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Noel O'Neill
Trinity County

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Ann Robin, MFT
Butte County

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Leslie Tremaine
Santa Cruz County

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Scott Gruendl
Glenn County

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Kristy Kelly 9/28/10

Kristy Kelly
Lake County

Date

Karen Stockton
Modoc County

Date

Maureen Bauman
Placer County

Date

Mary Ann Bennett
Sacramento County

Date

Allan Rawland
San Bernardino County

Date

Glenda Lingenfelter, RN
Solano County

Date

Dr. Wayne Clark
Monterey County

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Edmond Smith
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Dr. Karen Baylor
San Luis Obispo County

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Denise Hunt
Stanislaus County

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Brad Luz
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Michael Kennedy
Sonoma County

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Marvin J. Southard
Los Angeles County

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Noel O'Neill
Trinity County

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Ann Robin, MFT
Butte County

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Leslie Tremaine
Santa Cruz County

Date

Scott Gruendl
Glenn County

Date

 10/5/10
James A. Waterman, PhD
Kern County

Date

Karen Stockton
Modoc County

Date

Maureen Bauman
Placer County

Date

Mary Ann Bennett
Sacramento County

Date

Allan Rawland
San Bernardino County

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Glenda Lingenfelter, RN
Solano County

Date

Dr. Wayne Clark
Monterey County

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Edmond Smith
Colusa County

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Dr. Karen Baylor
San Luis Obispo County

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Brad Luz
Sutter/Yuba County

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Michael Kennedy
Sonoma County

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Marvin J. Southard
Los Angeles County

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Noel O'Neill
Trinity County

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Ann Robin, MFT
Butte County

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Leslie Tremaine
Santa Cruz County

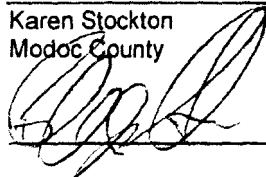
Date

Scott Gruendl
Glenn County

Date

Karen Stockton
Modoc County

Date



6-28-10
Date

Richard J. Burton, M.D., M.P.H.,
Director HHS Placer County

Mary Ann Bennett
Sacramento County

Date

Allan Rawland
San Bernardino County

Date

Glenda Lingenfelter, RN
Solano County

Date

Dr. Wayne Clark
Monterey County

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Dr. William Cornelius
Colusa County

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Dr. Karen Baylor
San Luis Obispo County

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Sutter/Yuba County

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Michael Kennedy
Sonoma County

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Marvin J. Southard
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Ann Robin, MFT
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Leslie Tremaine
Santa Cruz County

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Scott Gruendl
Glenn County

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Donna Taylor
Fresno County

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Karen Stockton
Modoc County

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Donna Wigand
Contra Costa County

Date

D.M. Wigand 9/21/10

Maureen Bauman
Placer County

Date

Kim Suderman
Yolo County

Date

Mary Ann Bennett
Sacramento County

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Allan Rawland
San Bernardino County

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Glenda Lingenfelter, RN
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Dr. Karen Baylor
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Stanislaus County

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Sutter/Yuba County

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Michael Kennedy
Sonoma County

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Marvin J. Southard
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Noel O'Neill
Trinity County

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Ann Robin, MFT
Butte County

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Leslie Tremaine
Santa Cruz County

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Scott Gruendl
Glenn County

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Donna Taylor

Donna Taylor
Fresno County

9/30/10
Date

Karen Stockton
Modoc County

Date

Donna Wigand
Contra Costa County

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Maureen Bauman
Placer County

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Kim Suderman
Yolo County

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Mary Ann Bennett
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Allan Rawland
San Bernardino County


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Glenda Lingenfelter, RN
Solano County

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Dr. Wayne Clark
Monterey County

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Dr. William Cornelius
Colusa County

Date

11/9/10

Dr. Karen Baylor
San Luis Obispo County

Date

Denise Hunt
Stanislaus County

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Brad Luz
Sutter/Yuba County

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Kim Suderman
Yolo County

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Mary Ann Bennett
Sacramento County

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Meloney Roy
Ventura County

Date

Donna Taylor
Fresno County

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Jerry Wengerd
Riverside County

Date

Donna M. Wigand
Contra Costa County

Date

Janice Melton

Janice Melton
Madera County

11-18-10

Date

Date

Meloney Roy
Ventura County

Date

Donna Taylor
Fresno County

Date

Jerry Wengerd
Riverside County

Date

Donna M. Wigand
Contra Costa County

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Janice Melton
Madera County

Date

Louis Rodgers
San Mateo County


Date

Michael W. Horn
Imperial County

Date

Neda West
El Dorado County

Date



Stacey Cryer
Mendocino County

12/21/10
Date

Meloney Roy
Ventura County

Date

Donna Taylor
Fresno County

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Jerry Wengerd
Riverside County

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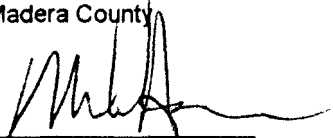
Donna M. Wigand
Contra Costa County

Date

Janice Melton
Madera County

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Michael W. Horn
Imperial County

Date

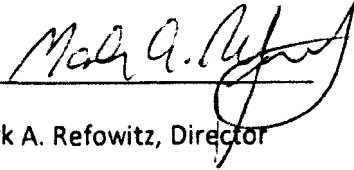
Date

FOR MONTEREY COUNTY:

By: H. Stalwood

DATE: 7/30/10

Attachment A. California Mental Health Services Authority
Joint Exercise of Powers Agreement



Mark A. Refowitz, Director

Orange County Healthcare Agency

Behavioral Health Services

Orange County

July 23, 2010

Date

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, 12th 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