

Board of Directors Meeting

AGENDA

October 14, 2010

2:45 p.m. – 5:00 p.m.



Meeting Location:

Marriott Courtyard
1782 Tribute Road
Sacramento, California 95815
(916) 929-7900

California Mental Health Service Authority
(CalMHSA)

Board of Directors Meeting

Agenda

Thursday, October 14, 2010

2:45 p.m. – 5:00 p.m.

Marriott Courtyard
1782 Tribute Road
Sacramento, California 95815
(916) 929-7900

Call-In Information: 1-888-278-0296 Access Code: 4463464

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Kim Santin at (916) 859-4820 (telephone) or (916) 859-4805 (facsimile). Requests must be made as early as possible, and at least one full business day before the start of the meeting.

Materials relating to an item on this agenda submitted to this Board after distribution of the agenda packet are available for public inspection at: 3043 Gold Canal Drive, Suite 200, Rancho Cordova, CA, 95670, during normal business hours.

1. CALL TO ORDER

2. ROLL CALL AND INTRODUCTIONS

3. INSTRUCTIONS FOR PUBLIC COMMENT AND STAKEHOLDER INPUT - The Board welcomes and encourages public participation in its meetings. This time is reserved for members of the public (including Stakeholders) to address the Board concerning matters on the Agenda. Comments will be limited to three minutes per person and twenty minutes total.

For Agenda items, public comment will be invited at the time those items are addressed. Each interested party is to complete the Public Comment Card and provide it to CalMHSA staff prior to start of item. When it appears there are several members of the public wishing to address the Board on a specific item, at the outset of the item, the Board President may announce the maximum amount of time that will be allowed for presentation of testimony on that item. Comment cards will be retained as a matter of public record.

4. APPROVAL OF AGENDA AS POSTED (OR AMENDED)

5. CONSENT CALENDAR - If the Board would like to discuss any item listed, it may be pulled from the Consent Calendar

- A. Minutes from the September 10, 2010 Board of Director’s Meeting 6
- B. Corrections to Notes from the August 19, 2010 Implementation Ad Hoc 7
- C. CalMHSA Membership and Outreach Documents 19
- D. Summary Report of Stakeholder Input 20
- E. Finance Ad Hoc Committee Meeting Notes 22

Recommendation: Staff recommends the Board formally consider approval of the Consent Calendar.

6. NEW COUNTY MEMBERSHIP APPLICATION(S)

- A. CalMHSA New County Membership Application(s) 25

Recommendation: Approve membership to CalMHSA for applying County(ies).

7. FINANCIAL MATTERS

- A. CalMHSA Budget Update 37

Recommendation: Approval of the revised 2010–2011 CalMHSA budget.

- B. Board Member Training & Travel Budget 43

Recommendations: Request staff to develop a travel and expense policy for Board approval at the November meeting.

8. PROGRAM MATTERS

- A. Report from Implementation Ad Hoc Committee Chair – Wayne Clark 45
Recommendation: Approval of the addition of Stigma and Discrimination recommended actions 1.3 and 2.3 in addition to Board direction on the current draft Work Plan.
- B. California Institute for Mental Health (CiMH) – Technical Assistance and Capacity Building 55
Recommendation: Approval of new contract with CiMH – PEI Technical Assistance and Capacity Building for program performance.
- C. Department of Mental Health, Office of Suicide Prevention Presentation 81
Recommendation: Information only.

9. ADMINISTRATIVE MATTERS

- A. Draft Purchasing and Procurement Policies 82
Recommendation: Approval of the resolutions adopting the revised Procurement Policy and the Conflict of Interest & Non-Conflict of Interest Statement.
- B. Draft Core Values 100
Recommendation: Approval of the CalMHSA core values.

10. CalMHSA – GENERAL DISCUSSION

- A. Report from CalMHSA Executive Director – John Chaquica 101
Recommendation: For discussion and/or action should action be deemed appropriate.

11. PUBLIC COMMENTS

A. Public Comments Non-Agenda Items

This time is reserved for members of the public to address the Board relative to matters of CalMHSA not on the agenda. No action may be taken on non-agenda items unless authorized by law. Comments will be limited to three minutes per person and twenty minutes in total. The Board may also limit public comment time regarding agenda items, if necessary, due to a lengthy agenda.

B. Stakeholder Non-Agenda Items

This time is reserved for members of the public to address the Board relative to matters of the CalMHSA not on the agenda. No action may be taken on non-agenda items unless authorized by law. Comments will be limited to three minutes per person and twenty minutes in total.

12. NEW BUSINESS

- A. General Discussion Regarding any New Business Topics for Future Meetings

13. CLOSING COMMENTS - This time is reserved for comments by Board members and staff to identify matters for future Board business.

- A. Board
- B. Staff

14. ADJOURNMENT

Notice: The next Board of Directors Meeting is scheduled for Friday, November 12, 2010 from 1:00 p.m. to 3:30 p.m. at the Napa Valley Marriott, 3425 Solano Avenue, Napa, CA 94558.

CONSENT CALENDAR
Agenda Item 5

SUBJECT: Consent Calendar

BACKGROUND AND STATUS:

The Consent Calendar consists of items that require approval or acceptance but are self-explanatory and require no discussion. If the Board would like to discuss any item listed, it may be pulled from the Consent Calendar.

- A. Minutes from the September 10, 2010 Board of Director's Meeting
- B. Corrections to Notes from the August 19, 2010 Implementation Ad Hoc Committee's Meeting
- C. CalMHSA Membership and Outreach Documents
- D. Summary Report of Stakeholder Input
- E. Finance Ad Hoc Committee Meeting Notes

RECOMMENDATION:

Staff recommends the Board formally consider approval of the Consent Calendar.

REFERENCE MATERIALS ATTACHED:

- Corrections to Notes from the August 19, 2010 Implementation Ad Hoc Committee's Meeting
- Minutes from the September 10, 2010 Board of Directors Meeting
- CalMHSA Membership Roster
- Categorized County Outreach
- Summary Report of Stakeholder Input
- Finance Ad Hoc Committee Meeting Notes

MINUTES
CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (CalMHSA)
BOARD OF DIRECTORS MEETING – REGULAR MEETING

CiMH Building
September 10, 2010

MEMBERS PRESENT

Allan Rawland, MSW, ACSW, CalMHSA President, San Bernardino County

Wayne Clark, PhD, CalMHSA Vice-President, Monterey County

Karen Baylor, PhD, MFT, CalMHSA Treasurer, San Luis Obispo County

Maureen Bauman, LCSW, CalMHSA Secretary, Placer County

William Arroyo, MD, Los Angeles County (alternate)

Denise Hunt, MFT, Stanislaus County (alternate)

Scott Gruendl, MPA, Glenn County

Mary Ann Bennett, Sacramento County

Anne Robin, MFT, Butte County

Noel J. O’Neill, MFT, Trinity County

Jayleen M. Richards, MPA/HAS, Solano County (alternate)

Karen Stockton, PhD, MSW, Modoc County

Mark Refowitz, MSW, Orange County

William Cornelius, PhD, Colusa County

Tom Sherry, MFT, Sutter/Yuba County (alternate)

MEMBERS ABSENT

Bruce Gurganus, MFT, Marin County

Kim Suderman, LCSW, Yolo County

Leslie Tremaine, EdD, Santa Cruz County

Michael Kennedy, MFT, Sonoma County

STAFF PRESENT

John Chaquica, CPA, MBA, ARM, CalMHSA Executive Director

Edward Walker, LCSW, CalMHSA Program Director

Laura Li, CalMHSA Program Executive Assistant

Maya Maas, CalMHSA Executive Assistant

Doug Alliston, Legal Counsel, Murphy Campbell Guthrie & Alliston

MEMBERS OF THE PUBLIC

Michelle Callejas, MFT, Sacramento County

Stephanie Welch, California Mental Health Directors Association (CMHDA)

David Kopperud, California Department of Education

Lin Benjamin, California Department of Aging

Monica Nepomuceno, California Department of Education

Stacie Hiramoto, Racial and Ethnic Mental Health Disparities Coalition (REMHDCO)

Karolyn Stein, Humboldt County

Katheryn Skrabo, Sacramento County

Al Santana, Sacramento Latino Non Profit

Will Rhett-Mariscal, CiMH

Viviana Criado, California Elder Mental Health and Aging Coalition (CEMHAC)

Kathleen Derby, National Alliance of Mental Health (NAMI California)

Norma Rivera, Runyon Saltzman & Einhorn

Scott Rose, Runyon Saltzman & Einhorn

Sherman Blackwell, National Alliance of Mental Health (NAMI California)

1. CALL TO ORDER

8:30a.m. The CalMHSA Board Meeting was called to order.

2. ROLL CALL AND INTRODUCTIONS

President Rawland asked the clerk to call the roll.

Laura Li, CalMHSA staff, called roll of the board and confirmed a quorum.

3. INSTRUCTIONS FOR PUBLIC COMMENT AND STAKEHOLDER INPUT

Ms. Li was asked to review the instructions for public comment to include the process of public comment cards. It was also mentioned that public comment and stakeholder input on non-agenda items would be taking place at the end of the meeting.

4. APPROVAL OF AGENDA AS POSTED

President Rawland asked if there were amendments to the agenda; none were made.

A motion was made to approve the agenda as posted.

Motion – Mark Refowitz, MSW, Orange County

Second – Noel O’Neill, MFT, Trinity County

Motion passed unanimously.

Before moving on President Rawland asked William Cornelius, PhD, Colusa County, to give an update on his status within Colusa County.

Dr. Cornelius indicated as of a few weeks ago he was appointed interim director, but two weeks after he was informed Mr. Curtis Bower would not be returning, therefore, appointing him as Director.

President Rawland reminded everyone Mr. Curtis was a founding member and wanted to recognize him as such. He added Mr. Curtis was in recovery from his illness.

5. CONSENT CALENDAR

President Rawland acknowledged the consent calendar adding item 5F would be deferred as a separate item.

A motion was made to accept the consent calendar without item 5F.

Motion – Denise Hunt, MFT, Stanislaus County

Second – Mark Refowitz, MSW, Orange County

Motion passed unanimously.

President Rawland called for item 5F of the consent calendar, an update to the Technical Assistance and Capacity Building program which was given by Will Rhett-Mariscal, PhD, CiMH.

6. NEW COUNTY MEMBERSHIP

Edward Walker, CalMHSA Program Director, indicated no new members at this time but confirmed Riverside County had received BOS approval, however, there was not enough time for them to submit their application for today's meeting so will be on the October meeting. He added MHSA staff of Fresno County had indicated going to their BOS on September 14th as well as Contra Costa County. There are ongoing discussions with some other counties.

Mr. Walker continued by mentioning once Riverside comes on board they would be at 21 counties, 20 members.

Mr. Walker was asked what percentage of the population they would be at with Riverside County and he indicated that they would be at 60% of the population, which tracks close to the allocated funding.

President Rawland asked for an update from San Diego County and their participation under an MOU.

Mr. Walker confirmed discussions with the director, Alfredo Aguirre, and administrative staff would be taking place the following week on the 14th. A written summary of the meeting will be given at the end of next week.

President Rawland stated this was the first county to execute an MOU as a JPA partner and not member.

Mr. Walker added San Diego's intent was to become a member, but wanted to start out with an MOU. In addition, they have already assigned their funds from DMH to CalMHSA thru Information Notice 10-05.

7. PROGRAM MATTERS

i. Implementation Timeline

Mr. Walker indicated notes from the previous Ad Hoc Committee meeting were included in the packet and mentioned some changes had been made to the implementation timeline to include an extension of 15 days starting in phase one in January. In addition, he confirmed the MHSOAC review for approval meeting would be taking place on December 16, 2010, after which he requested Board approval of the Implementation Timeline being presented.

President Rawland turned it over to Wayne Clark, PhD, Monterey County, who chairs the Implementation Ad Hoc Committee, acknowledging the hard work of the committee and the active involvement of the stakeholders in the process. Dr. Clark clarified there were two items they would be talking about and asked that they address the Implementation Timeline first then the Priority of Recommended Actions. As such, Dr. Clark motioned for approval of the Implementation Timeline followed by discussions and questions.

A motion was made to approve the Implementation Timeline as presented.

Motion – Wayne Clark, PhD, Monterey County

Second –Karen Stockton, PhD, Stanislaus County

ii. Priority of Recommended Actions

Mr. Walker acknowledged the error pointed out by Ms. Derby. As well, Betsy Sheldon had recommended a revision to the SMH section in the recommended actions of the summary report, for clarity purposes. The corrections were made to the report but meeting notes failed to reflect that, therefore, those corrections will be made.

Mr. Walker summarized the layout of the report and indicated the recommendations were not fixed or binding priorities for the Board.

Dr. Clark reiterated Mr. Refowitz comment indicating they had an opportunity to take a very extensive stakeholder process and take a subsequent 52 day stakeholder process and worked with the Implementation Ad Hoc Committee to bring this forward.

Ms. Bauman asked for clarification, they mentioned dollars would be expended in 3 years rather than 4 years and with the timing before them, asked if that was true?

President Rawland clarified the contract with the State was for the maximum amount, which is the four year amount they initially came out with in 2007, however, the contracts terminates on June 30, 2014. What they now have to do is work with DMH to see if they can extend that contract.

Mr. Walker went through the summary report and recommended actions in detail; Dr. Clark clarified the selected priorities were not in rank order, but the Strategic Directions were.

Mr. Refowitz had a question similar to the previous regarding the timeline. He wanted to make sure the recommended actions and work of the Implementation Ad Hoc Committee was built upon the work that had taken place with the previous in depth stakeholder process.

Mr. Walker affirmed it was and stated William Arroyo, MD, Los Angeles County, had recommended a foot note be added on page 56 so that very point would not be overlooked.

President Rawland acknowledged the comments made and moved forward with the agenda.

A motion was made to accept the priority recommended actions from the Implementation Ad Hoc Committee.

Anne Robin, MFT, Butte County, asked to amend the motion and include a values statement acknowledging state-wideness and other comments brought up so that it is clear in the report.

Ms. Bennett indicated the continuous theme of consumer and family-driven and how it is not included in the report and asked staff to respond to how they came about the priorities, what was done, and how they included stakeholders to make it a driven process.

Mr. Walker responded stakeholders first asked the board to ensure there was stakeholder participation in the Implementation Ad Hoc Committee process, to which the board granted. Information was published in the meeting of September 3rd. How they came to the priorities was summarized in the text of the report, but Mr. Walker explained staff advised Board members of starting

with a blank slate and asked member to go through their own exercise, looking at using Appendix 1 and rank order the recommended action they thought would merit priority status, which they did. This was done before the meeting on September 3rd and committee members (Bauman, Arroyo, Baylor and Clark) held discussions about those, some suggested adjustments were accepted by Board members, one or two were not. The report reflects the result of the stakeholder reactions to the initial draft of September 3rd.

Ms. Bennett was satisfied with Mr. Walker's responses.

A motion was made to approve the recommended actions to include a value statement reflecting state wideness, non-traditional settings and the foundation of stakeholder process that has preceded us.

**Motion – Wayne Clark, PhD, Monterey County
Second – William Cornelius, PhD, Colusa County**

Motion passed unanimously.

President Rawland acknowledged comments from stakeholders which would be taken into consideration.

**8. Administrative Matters
a. CalMHSB Bylaws**

Mr. Chaquica explained the JPA Agreement had the distinction of voting by majority, however, upon motion and approval could vote on weighted voting basis. This option was not appropriately reflected on the Bylaws. The Bylaws before them reflects the JPA language on the voting mechanics.

President Rawland added the voting structure parallels that of CSAC's structure for counties and they did not want to deviate from that since the BOS had already approved it and being that they represent the BOS they wanted to be consistent. His research indicates they have never actually used weighted voting.

A motion was made to accept staff's modification to the Bylaws.

**Motion – Denis Hunt, MFT, Stanislaus County
Second – William Cornelius, PhD, Colusa County**

Motion passed unanimously.

b. Draft Purchasing and Procurement Policy

Mr. Chaquica indicated the Procurement Policy was submitted in draft form as the previous policy was very general and in moving forward with plan submission and RFP process felt the language needed to be expanded. He added some input had been provided by the member and look to the Board to provide additional input on the draft, which would then be re-drafted and submitted to the Board for approval at the October meeting.

Doug Alliston, Legal Counsel, Murphy Campbell Guthrie & Alliston, added he had highlighted areas where he needed direction from the Board.

Ms. Bauman commented they should establish as they do with limits of authority, such as with expenditures, etc. She added decisions like this should only be done by the Executive Committee, which is already in place, unless they have intentions of establishing a Fiscal Committee.

President Rawland acknowledged there would be discussion on a Fiscal Committee further down on the agenda.

c. Draft Participation Agreement

Mr. Chaquica indicated they were still working on getting the draft agreement completed by CiMH, therefore, nothing was provided.

President Rawland this may be something to be deferred to the Fiscal Committee if established.

d. Draft Core Values

Mr. Walker confirmed he and Karen Baylor, PhD, San Luis Obispo County, had worked on the Core Values and indicated there was reference to some of the values being the same as the MHSOAC core values, therefore eliminated that reference and just stated the values.

Noel O'Neill, MFT, Trinity County suggested adding a bullet to give some recognition to unique geographical locations.

President Rawland asked the board's approval to defer this back to Dr. Baylor and Mr. Walker so they may re-draft to include comments made from members and stakeholders then bring back to the October meeting. All members agreed.

Mr. Walker asked Ms. Derby and Ms Benjamin to end him emails to confirm their comments.

9. CalMHSA – General Discussion
Report from CalMHSA Executive Director – John Chaquica

Mr. Chaquica noted four items for discussion starting with the fact that due to the increase in membership a new budget would be presented at the October Board meeting.

Relative to the signing of the JPA Agreement, they are still in the process of completing that tabulation which they hope to have completed and finalized by the October meeting.

President Rawland added he had received inquiries from counties who would like a copy of the complete process of signed agreements so they can move forward with their process. Mr. Chaquica confirmed it was a high priority for staff.

Mr. Chaquica continued by adding it had been discussed in the plan development steps there is an important fiscal part, which is the development of the three year plan. It was suggested they add a Finance Ad Hoc Committee to deal with the allocations and formulas. As such, he asked the Board if they wanted to establish that committee at that time.

President Rawland added it is something needed and would have the consultant, Mike Geiss, work with the committee along with Mr. Walker and Mr. Chaquica. Adding he would chair the committee and asked Tom Sherry, MFT, Sutter/Yuba Counties, and Dr. Clark to participate in the committee then opened it up for other members to volunteer their participation. Dr. Arroyo and Scott Gruendl, MPA, Glenn County, volunteered to participate as well. President Rawland confirmed the members of the committee and acknowledged he wanted the same process as the other committee with stakeholder input, for transparency.

Dr. Clark added the need for the committee to start meeting rather quickly.

Mr. Chaquica lastly brought up that the November scheduled CalMHSA meeting is on Thursday, November 11th which coincides with CMHDA's calendar and noted in November is the strategic planning session for CMHDA in Napa. He realized not all CalMHSA Board members are involved in that meeting and would like to try to schedule the CalMHSA Board meeting around that meeting. The CMHDA meeting takes place on Wednesday, Thursday and Friday morning. He

added the need to not lose site of the timeline giving motivation to meet that week possibly Friday afternoon in Sacramento or Napa.

President Rawland reiterated it was a meeting not all members attended and in addition wanted to be sensitive to people's travel plans.

A motion was made to hold the Board meeting the afternoon of Friday, November 12, 2010, in Napa.

**Motion – Wayne Clark, PhD, Monterey County
Second – William Arroyo, MD, Los Angeles County**

A member called the question, as such President Rawland confirmed the question had been called and asked for a raise of hands of those in favor of the motion. Ms. Li confirmed the following:

**7 Ayes
5 Nays
3 Abstentions**

President Rawland then confirmed the motion to hold the Board meeting on Friday, November 12, 2010 in the afternoon in Napa.

Motion carried unanimously.

President Rawland asked staff to survey the Board in attendance to ensure a quorum at the November meeting.

Dr. Clark asked staff to explore the capabilities and legalities of teleconference.

10. Public Comment

President Rawland clarified the request for the current meeting came in late and did not allow for Brown Act compliance as call-in information must also be posted 72 hours prior to the meeting.

Mr. Walker added the Office of Suicide Prevention, under Zoey Todd and staff, were putting together a matrix display which would show how they feel they could participate and link to CalMHSA Implementation. That matrix is expected to be complete in a couple of weeks.

11. New Business

Mr. O'Neill asked at the October or November meeting he would like the agenda to include a section that will speak to providing financial assistance with travel for Board members that may need it and could this possibly come out of the training allocations.

President Rawland confirmed and asked staff to prepare a report and bring that information back to the next Board meeting. He also acknowledged and thanked Mr. Refowitz for representing CalMHSA at the NAMI conference.

Ms. Robin asked if by assigning their funds to CalMHSA they would be protected from reversion.

President Rawland confirmed it did not and added they had revised the clock to 2014 as a compromise. He would continue to have conversation with DMH to that effect.

President Rawland added he had received a request from John Cullen, Executive Director of the California Social Work Education Center (CaLSWEC), to make a presentation to the Board in the next couple of months and asked for Board comment.

It was agreed to have Mr. Cullen wait until the beginning of next year. Mr. Gruendl asked that part of Mr. Cullen's presentation should include how they organize all pots of money so students can access at one location.

Ms. Bauman asked for a general information update and whether there was a role for the JPA.

Dr. Arroyo echoed Ms. Bauman.

President Rawland stated he introduced himself to Herb Shultz, Region 9, and shared information about the JPA, which Mr. Schultz was very interested in. He asked Mr. Walker to provide him with more information relating to the JPA.

Hearing no further comments, a motion was made to adjourn at 11:04 am.

Motion: Wayne Clark, PhD, Monterey County

Second: Karen Baylor, PhD, MFT, San Luis Obispo

Respectfully submitted,

Ms. Maureen Bauman
Secretary, CalMHSA

Date

September.

Ms. Bauman voiced how the 30 day process would come about rather quickly for the 2 & 3 proposals, pending RFPs, and the potential that you could have it out a little sooner without changing the return date just to give folks out there a little more time. Again, not change the returning date.

Dr. Clark clarified it was possible that every 15 days for the first 3 phases you could do the RFP or RFQs but the timeline as far as when they are reviewed would still have those due dates.

Dr. Arroyo echoed Ms. Bauman's comments and raised a question as to how the order of initiatives came about and felt that Stigma and Discrimination Reduction could go first which would allow for learning from that process as they move forward with the others.

Dr. Clark indicated phase 2 could be moved up, but Suicide Prevention was identified as the most certificated and comprehensive of the three programs and therefore, is why it was selected to go first. Also added the difference between phase 1 and 2 is only 15 days so there really isn't much to move up.

Dr. Baylor echoed Dr. Arroyo's comments and asked that they really look at which initiative should be rolled out first. She was concerned with waiting too long to implement Student Mental Health, which would probably take place at the end of the school year delaying services to students.

Dr. Arroyo thanks Dr. Clark for pointing out the difference between the two phases being 15 days, which was shorter than he expected, therefore has less of a concern.

Betsy Sheldon, California Community Colleges, echoed Dr. Baylor's concerns.

Kathleen Derby, NAMI California, expressed her preference in implementing **Stigma and Discrimination Reduction first** which could form a foundation for the others.

Ms. Sheldon added that it was important to note that some of these programs could address more than one initiative and should take this opportunity to do something innovative by overlapping or leveraging some of these programs.

Delphine Brody, California Network of Mental Health Clients, echoed in support of Stigma being implemented first.

LIST A

(Chance of becoming a member, have indicated interest and moving forward)

El Dorado, Humboldt, Kings, Mendocino, Napa, San Diego, Siskiyou

LIST B

(Have expressed interest but not sure what to do, internal discussions necessary)

City of Berkeley, Calaveras, Madera, Merced, San Mateo

LIST C

(Don't know, have many questions)

Alameda, Alpine, Amador, Del Norte, Lassen, Mariposa, Nevada, San Benito, San Francisco, San Joaquin, Santa Barbara, Shasta, Tehama, Tri-City, Tulare, Tuolumne

LIST D

(Have opted out)

Inyo, Mono, Plumas

MEMBER COUNTIES

Butte, Colusa, Glenn, Los Angeles, Modoc, Monterey, Placer, Sacramento, San Bernardino, San Luis Obispo, Santa Cruz, Solano, Sonoma, Stanislaus, Sutter, Yuba, Trinity, Orange, Marin, Yolo (*Contra Costa, Fresno, Imperial, Kern, Lake, Riverside, Santa Clara, Ventura to rcv. CalMHSA Board approval on 10/14/10*)

California Strategic Plan on Student Mental Health Initiative:

Maximum Allocated Funding for Student Mental Health Initiative	
Annual: \$15 Million	Total Four-Year Funding: \$60 Million

HIGHER EDUCATION

Maximum Allocated Funding for SMI Higher Education	
Annual: \$8.5 Million	Total Four-Year Funding: \$34 Million
Projected Funds Available: 60–75% of Maximum	
Annual Range: \$5.1 — \$6.4 Million	Total Four-Year Funding Range: \$20.4—\$25.5 Million

Theme and Priority: Design and administer programs that will focus on three key strategic directions: training, peer support activities and suicide prevention. Any college, district, multi-campus collaborative, or system within each of the three California public higher education systems would be eligible. Successful programs will be based on demonstrated need and will emphasize culturally relevant and appropriate approaches, linkages to local community MHSA Prevention and Early Intervention plans and/or Community Services and Supports plans, and collaboration with mental health and substance abuse prevention partners. It is the intent of the MHSOAC that programs will be established in each of the three public higher education systems.

Recommended actions:

1.	Training	The program would fund training activities for students, faculty, staff or administrators to raise awareness of issues of mental health and wellness on college campuses. The training would be designed to improve recognition and responses to students experiencing mental distress, to reduce stigma and discrimination against persons who become identified with mental illness, and to promote a campus environment that enhances student success providing hope, supporting resiliency, and creating a healthy learning community.
2.	Peer-to-Peer Support	These activities would focus on mutual support, promoting acceptance of cultural diversity, disability, empowerment

KINDERGARTEN THROUGH TWELTH GRADE (K-12)

Maximum Allocated Funding for SMHI Kindergarten Through Twelfth Grade	
Annual: \$6.5 Million	Total Four-Year Funding: \$26 Million
Projected Funds Available: 60–75% of Maximum	
Annual Range: \$3.9—\$4.9 Million	Total Four-Year Funding Range: \$15.6—\$19.5 Million

Theme and Priority: Design and administer programs that address the systemic challenges in providing a comprehensive approach to addressing student mental health. Successful programs will take the variety of discrete school-based mental health interventions and programs that have been proven effective and combine them into a comprehensive student mental health program.

Recommended actions:

1.	School-Based Programs: Schools/districts funded under the SMHI should provide a continuum of prevention and early intervention services including:
	Efforts that foster supportive school climates including bullying prevention, suicide prevention, stigma reduction, and cultural awareness.
	Mental health educational programs for students that include a focus on stigma reduction, incorporate age- appropriate suicide prevention training for the general student population, and are in alignment with state Health Education Standards.
	Early identification of students with mental health concerns who seek help, including universal voluntary screenings in partnership with families and caregivers.
	Linkages to services, either provided on campus or otherwise, through school health centers, county departments of mental health, special education programs, and community-based organizations.
	Outreach and education for families that are culturally and linguistically responsive and reduce the stigma associated with accessing and using mental health services.
	Consideration for youth from communities that demonstrate a high incidence of mental health problems or where research demonstrates a high risk for specific mental health needs, for example suicide risk among African-American and Caucasian males, Asian-American females, Hispanic males and females, LGBTQ youth and Native American youth.

California Mental Health Services Authority
Finance Ad Hoc Committee
Meeting Minutes
September 20, 2010
4:05 – 5:15 p.m.

Members Present:

Wayne Clark, PhD, Monterey County
Allan Rawland, LCSW, MSW, San Bernardino County
Tom Sherry, Sutter County

Members Absent:

William Arroyo, MD, Los Angeles County
Scott Gruendl, MPA, Glenn County

Staff Present:

John Chaquica
Kim Santin

1. Review Purpose of Committee

- a. To discuss methodology for the budget preparation and inclusion in project plans by October 7, 2010.
- b. To discuss the allocation formula to use for programs and county JPA membership participation

2. Discussion Regarding Budget

- a. To develop based on member participation
- b. To make assumption members will participate all four years
- c. To allocate in proportion to allotment i.e. 37.5% for Stigma, 37.5% for Student Mental Health, 25% for Suicide, based on known and anticipated membership. To provide a range of funds based on current membership and projected.
- d. To allocate amongst JPA members based on same allocation model DMH used for e.g. San Bernardino .054% or \$8m.
- e. Need to evaluate after plan development the allocation of statewide vs. regional.

- f. Obtain allocation model from Mike Geiss (CMHDA)

3. Questions to Present to Department of Mental Health – Mark Heilman

- a. John Chaquica and Kim Santin meeting with Mark Heilman on September 21, 2010.
- b. Evaluation perimeters in the contract with DMH
 - 1. Does DMH support the OAC guideline range of evaluation expenditure of 5-15%?
 - 2. Is the cost of evaluation included in the Administration percentage?
 - 3. Can the evaluation effort be combined with the evaluation effort of OAC?
 - 4. Can the Evaluation process be included in each contract and included in direct costs? Or a portion thereof?
 - 5. Is the evaluation required in total, by each program, or is project (recommended action)?
- c. Any flexibility to incurring greater than 15% admin charge with evaluation costs included based on range above?
- d. If CalMHSA JPA members do not assign all years to JPA then are the new reversion guidelines applicable to them?
- e. Discuss OAC forms and his understanding for completion.
- f. Discuss extension of contract with DMH through reversion period.
- g. How should revisions be addressed for budget changes, if applicable?
- h. Confirm reporting differences for Option 3 vs. 1 and what impact, if any, if a member chooses 1 and other members choose 3?
- i. What formula was used by DMH to allocate by county the \$160m?
- j. What is the impact of the state not passing budget this year and in the future?

4. Consultation with OAC for Program Budget Submission Requirements

- a. Discuss detail of budget expected in submission of plans.
- b. The guidelines (page 8) refer to Additional guidance will be provided, when will this be available?
- c. Confirm reporting differences for Option 3 vs. 1 and what impact, if any, if a member chooses 1 and other members choose 3?

- d. Discuss the difficulty in submitting detailed program budgets as it relates to unknowns only to be answered through RFP process, and/or dynamic environment of members.
- e. Meet with OAC finance committee to discuss budget submissions.

5. Confirm from JPA Agreement members ability to opt in or out of programs/projects

6. Meeting Action Items

- a. Determine intent for Counties not assigning all years to CalMHSA
- b. Determine Dollars by County participation in JPA by Members, Members submitted application for membership, Expected Members.
- c. Request Allocation Model from Mark Heilman and Mike Geiss
- d. John and Kim to see if Mike Geiss can be available for phone consultation.
- e. Staff to create program participation matrixes and allocate dollars available for programs in accordance to identified program percentages.

7. Next Meeting Scheduled for Thursday, September 23, 2010 at 1:00 pm

NEW COUNTY MEMBERSHIP APPLICATION(S)

Agenda Item 6.A.

SUBJECT: CalMHSA New County Membership Application(s)

BACKGROUND AND STATUS:

During each Board meeting, the staff and members shall update the Board on the status of prospective new members. Additionally, staff has developed a spreadsheet to track activity of members and prospective members (See consent item C).

At this meeting, the Counties of Contra Costa, Fresno, Imperial, Kern, Lake, Riverside Santa Clara, Siskiyou and Ventura have received approval from their Board of Supervisors, submitted their new membership applications to CalMHSA, and now request approval as members of CalMHSA.

RECOMMENDATION:

Approve membership to CalMHSA for applying County (ies).

REFERENCE MATERIALS ATTACHED:

Membership Application(s) for:

- Contra Costa County
- Fresno County
- Imperial County
- Kern County
- Lake County
- Riverside County
- Santa Clara County
- Siskiyou County
- Ventura County



New Member Data Fee Form California Mental Health Services Authority

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

County Information

Population

Date Population Recorded

I. Population Information:

(Based on most recent population published by State Department of Finance)

1,060,435

January 2009

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 \$ _____

OR

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

III. Requested Date of Membership: September 12, 2010

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).

Contra Costa County

County/City

Donna M. Wigand, LCSW

Printed Name

Donna M. Wigand, LCSW

Signature

9/21/10

Date

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

We have not yet completed our stakeholder planning process and determined the amount of funds we are assigning to the CalMHSA JPA.

New Member Data Fee Form California Mental Health Services Authority

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

County Information

Population

Date Population Recorded

953,761

May 2010

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 \$ _____

OR

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

III. Requested Date of Membership: 10/1/10

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).

Fresno County

County/City

Donna Taylor

Printed Name

Donna Taylor

Signature

9/20/10

Date

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

**New Member Data Fee Form
California Mental Health Services Authority**

3043 GOLD CANAL DRIVE, SUITE 200 * RANCHO CORDOVA, CA 95670 * PHONE: (916) 859-4800 FACSIMILE: (916) 859-4803

County Information

Population

Date Population Recorded

179,254

2009

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 \$ 500

OR

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

III. Requested Date of Membership: 9/7/10

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).

Imperial County

County/City

Michael W. Horn

Printed Name

Signature

[Handwritten Signature]
9/23/10

Date

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



New Member Data Fee Form
California Mental Health Services Authority

3043 GOLD CANAL DRIVE, SUITE 200 + RANCHO CORDOVA, CA 95670 + PHONE: (916) 459-4800 FACSIMILE: (916) 459-4805

County Information

Population

Date Population Recorded

I. Population Information:

839,587

01/2010

(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 \$ 500

OR

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

III. Requested Date of Membership: 09/28/2010

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).

Kern/Bakersfield

County/City

James A. Waterman, Ph.D

Printed Name

Signature

Date **9-28-10**

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



New Member Data Fee Form California Mental Health Services Authority

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

County Information

Population

Date Population Recorded

I. Population Information:

64,053

1/1/10

(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 \$ _____

OR

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

III. Requested Date of Membership: 11/1/10


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).

Lake County

County/City

Kristy Kelly

Printed Name



Signature

9/16/10

Date

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



New Member Data Fee Form California Mental Health Services Authority

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

County Information

Population

Date Population Recorded

I. Population Information:

2,127,612

2009 estimate

(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 \$ _____

OR

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

III. Requested Date of Membership: _____

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).

Jerry Wengerd, Director of Mental Health

Printed Name

Jerry Wengerd

Signature

9-14-10

Date

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



New Member Data Fee Form California Mental Health Services Authority

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

County Information

Population

Date Population Recorded

802,983

2009-US Census

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 \$_____

OR

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

III. Requested Date of Membership: October 2010

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).

Ventura/Oxnard

County/City

Meloney Roy

Printed Name

Signature

9.28.10

Date

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

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA CLARA
APPROVING THE COUNTY'S MEMBERSHIP IN
THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (CalMHSA)**

WHEREAS, The Mental Health Services Act (MHSA), passed by California voters in 2004, anticipated that counties would find it most efficient to act jointly both statewide and regionally to use the funds provided by the MHSA for specified projects; and

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

WHEREAS, Welfare and Institutions Code Section 5897 (added by the Act) states as follows:

- "Notwithstanding any other provision of State law, the Department of Mental Health shall implement the mental health services provided by Parts 3, 3.6 and 4 of this Division through contracts with county mental health programs or counties acting jointly. A contract may be exclusive and may be awarded on a geographic basis; and
- "Two or more counties acting jointly may agree to deliver or subcontract for the delivery of such mental health services. The agreement may encompass all or any part of such mental health services provided pursuant to these parts. Any agreement between counties shall delineate each county's responsibilities and fiscal liability;" and

WHEREAS, through counties acting jointly, programs to address local needs can in one county can be coordinated with programs to address similar needs in other counties or regions of the State; and

WHEREAS, through counties acting jointly, resources can be maximized and administrative costs can be reduced; and

WHEREAS, a centralized entity is better suited to house, share and disseminate research, information and specific strategies that are the most effective and quality assured; and

WHEREAS, a joint powers authority is an efficient and effective vehicle for developing and implementing statewide and regional mental health projects; and

WHEREAS, the California Mental Health Services Authority (CalMHSA) provides a vehicle through which counties can act jointly, provides an alternative to having the State Department of Mental Health (DMH) administer statewide MHSA projects, and provides counties with an alternative to assigning county MHSA funds to DMH to implement state and regional MHSA projects;

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors for the County of Santa Clara approves the County's membership in CalMHSA so that the County can work with other counties to jointly develop and fund statewide or regional mental health projects.

BE IT FURTHER RESOLVED, that the Board of Supervisors appoints the Mental Health Department Director to act as the County's representative on the CalMHSA Board of Directors.

BE IT FURTHER RESOLVED, that the Board of Supervisors authorizes the Mental Health Department Director to designate an alternate representative who shall have the authority to attend, participate in and vote at any meeting when the Director of the County Mental Health Department is absent.

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BE IT FURTHER RESOLVED, that the Board of Supervisors delegates authority to the Mental Health Department Director to execute the Joint Exercise of Powers Agreement that will allow the County to become a member of CalMHSa.

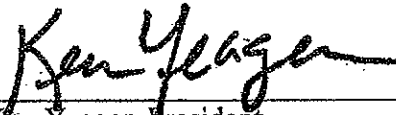
PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this SEP 28 2010 by the following vote:

AYES: CORTIENE, GAGE, ~~KNISS~~, SHIRAKAWA, YEAGER

NOES: None


ABSTAIN: None

ABSENT: KNISS



Ken Yeager, President
Board of Supervisors

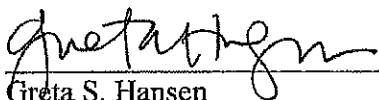
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST: 

Maria Marinis, Clerk
Board of Supervisors

DATED: SEP 28 2010

APPROVED AS TO FORM AND LEGALITY:



Greta S. Hansen
Deputy County Counsel

DATED: 9/15/10



New Member Data Fee Form California Mental Health Services Authority

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

County Information

Population

Date Population Recorded

I. Population Information:

45,789

1-1-06

(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 --\$ _____

OR

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

III. Requested Date of Membership: 10/1/10

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).

Michael Noda

Printed Name

Michael Noda

Signature

9-1-10

Date

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

FINANCIAL MATTERS

Agenda Item 7.A.

SUBJECT: CalMHSA Budget Update

BACKGROUND AND STATUS:

Ms. Kim Santin, CalMHSA Finance Director, will discuss the proposed changes to the CalMHSA June 30, 2011 budget. In April/May 2010 CalMHSA approved a 14 month budget ending June 30, 2011, based on current and projected membership. As of September 2010, significant progress and development has occurred in the membership of the JPA, necessitating revisions to our current budget.

The attached budget takes into consideration the current membership of 19 members, the 9 additional members anticipated for approval at the October 14th meeting, and the projected growth of membership. The revised budget reflects the anticipated activity as coordinated with the recent PEI Statewide Funding request, included in CalMHSA's plan.

RECOMMENDATION:

Approval of the revised 2010-2011 CalMHSA budget.

REFERENCE MATERIALS ATTACHED:

- Proposed Revised CalMHSA Budget 2010-2011
- Adopted Budget for 14 Months Ended June 30, 2011

California Mental Health Services Authority
Proposed Revised Budget
For 14 Months Period May 1, 2010 to June 30, 2011

	14 Months May 1, 2010 to June 30, 2011		
	Adopted Budget	Proposed Budget Revisions	Proposed New Budget
	(1)	(2)	(3)
Revenues			
Technical Assistance/Capacity Building - Cimh Contract	\$ 1,281,114	\$ (1,181,114)	\$ 100,000
Community Planning (5%)	18,739,200	(14,652,888)	4,086,312
PEI Statewide Program Funding	-	11,318,977	11,318,977
Application Fees	10,000	(10,000)	-
Investment Income	120,000	(120,000)	-
Total Revenues	\$ 20,150,314	\$ (4,515,025)	15,505,289
Expenses			
Program Expenses:			
Technical Assistance/Capacity Building - Cimh Contract	1,088,947	(988,947)	100,000
PEI Statewide Program Funding	*	10,000,000	10,000,000
Evaluation Expense	-	-	-
Planning Expense	15,928,320	(11,842,008)	4,086,312
Total Program Expenses	17,017,267	(2,830,955)	14,186,312
General and Administrative Expenses			
General Management	* 780,000	(144,667)	635,333
Other Contract Services		123,069	123,069
Legal Services	30,000	119,624	149,624
Financial Audit	15,000	3,388	18,388
Insurance	20,000	4,518	24,518
<u>Meetings:</u>			-
JPA Meetings	20,000	28,000	48,000
Conferences	15,000	4,424	19,424
Regulatory	5,000	19,000	24,000
Member Services		51,393	51,393
Fees	5,000	7,000	12,000
Web Site & Other	10,000	14,518	24,518
Travel & Lodging	20,000	(7,741)	12,259
Marketing/PR Materials	25,000	(12,735)	12,265
Miscellaneous	20,000	21,116	41,116
Indirect Expense Reserve	-	123,069	123,069
Total General and Administrative Expenses	965,000	353,977	1,318,977
Total Expenses	17,982,267	(2,476,978)	15,505,289
Projected Net Assets	\$2,168,047	-\$2,038,047	\$0

(1) Numbers have been summarized from the CalMHSA Adopted Budget.

(2) Proposed Revisions to the Adopted Budget

(3) Proposed Revised Budget with updated County Participation.

* The General Management Contract with George Hills Company has been estimated by the terms of the contract as \$794,166. An allocation of 20% of this contract has been made to PEI Statewide Program Funding based on costs related to direct program expenses. \$794,166-158,833=\$635,333.

REVENUES	Budget Notes	Current Membership 13 Counties	Information Only	
			Medium Membership - 30	Maximum Membership - 58
Technical Assistance/Capacity Building 08/09 Assignment	1	\$ 339,614		
Technical Assistance/Capacity Building 09/10 Planning Est	2	941,500	3,766,000	6,000,000
Planning Est. State Wide Projects-MHSA 2008-09 Assignment		5,934,080	23,750,000	38,000,000
Community Planning (5%) 2008-2009		312,320	1,250,000	2,000,000
<i>Subtotal PEI Planning Est 2008-2009</i>	3	6,246,400	25,000,000	40,000,000
Planning Est. State Wide Projects-MHSA 2009-10 Assignment		5,934,080	23,750,000	38,000,000
Community Planning (5%) 2009-2010		312,320	1,250,000	2,000,000
<i>Subtotal PEI Planning Est 2009-2010</i>		6,246,400	25,000,000	40,000,000
Planning Est. State Wide Projects-MHSA 2010-11 Assignment		5,934,080	23,750,000	38,000,000
Community Planning (5%) 2010-2011		312,320	1,250,000	2,000,000
<i>Subtotal PEI Planning Est 2010-2011</i>		6,246,400	25,000,000	40,000,000
Application Fees		10,000	20,000	40,000
Investment Income		120,000	250,000	325,000
Total Revenue		20,150,314	79,036,000	126,365,000
EXPENSES				
<u>Program Expenses:</u>				
Technical Assistance/Capacity Building - Cimh Contract	1	120,134		
Technical Assistance/Capacity Building - Phase 2	4	168,538		
		288,672		
Technical Assistance/Capacity Building - Programs	4	800,275	3,201,100	5,100,000
Planning Est. State Wide Projects-MHSA 2008-09 Assignment		5,274,440	21,215,000	33,965,000
Formation Fee Allocation	5	35,000	35,000	35,000
<i>Subtotal PEI Planning Est 2008-2009</i>	4	5,309,440	21,250,000	34,000,000
Planning Est. State Wide Projects-MHSA 2009-10 Assignment		5,274,440	21,215,000	33,965,000
Formation Fee Allocation		35,000	35,000	35,000
<i>Subtotal PEI Planning Est 2009-2010</i>	4	5,309,440	21,250,000	34,000,000
Planning Est. State Wide Projects-MHSA 2009-10 Assignment		5,274,440	21,215,000	33,965,000
Formation Fee Allocation		35,000	35,000	35,000
<i>Subtotal PEI Planning Est 2010-2011</i>	4	5,309,440	21,250,000	34,000,000
Total Program Costs		17,017,267	66,951,100	107,100,000
<u>General and Administrative Expenses</u>				
General Management	6	780,000	2,371,080	3,790,950
Legal Services		30,000	30,000	30,000
Financial Audit		15,000	15,000	15,000
Insurance		20,000	20,000	20,000
Meetings:				
JPA Meetings		20,000	20,000	20,000
Stakeholder		15,000	15,000	20,000
Legislative		5,000	5,000	5,000
Bank Fees		5,000	5,000	5,000
Web Site & Other		10,000	10,000	10,000
Travel & Lodging		20,000	25,000	30,000
Marketing/PR Materials		25,000	25,000	30,000
Non-recurring Expenses		10,000	10,000	20,000
Miscellaneous		10,000	10,000	10,000
Total General and Administrative Expenses		965,000	2,561,080	4,005,950
Total Expenses		17,982,267	69,512,180	111,105,950
Projected Net Assets		\$ 2,168,047	\$ 9,523,820	\$ 15,259,050

California Mental Health Services Authority
Projected Budget - Variable Membership
14 Months
May 1, 2010 through June 30, 2011

Budget Notes:

Note 1 - Technical Assistance/Capacity Building - Invoiced to Members

TECHNICAL ASSISTANCE/CAPACITY BUILDING:	Population	Revenues
Butte County	Not participating	\$ -
Colusa County	21,997	3,100
Monterey County	431,892	68,400
Placer County	339,577	42,000
San Bernardino County	2,060,950	60,714
San Luis Obispo County	270,429	38,400
Solano County	426,729	50,000
Stanislaus County	526,383	77,000
Sutter/Yuba	Not participating	-
	<u>4,077,957</u>	<u>\$ 339,614</u>

CalMHSA has contracted with Cimh for \$120,134 for the first phase of the Technical Ass/Capacity Building Program. This program started in March 2010 and is included in this budget for complete forecasting.

Note 2 - Technical Assistance/Capacity Building - Planning Estimate

Butte County	\$ 32,700
Colusa County	3,100
Glenn County *	4,000
Monterey County	68,400
Placer County	42,000
Sacramento County	202,700
San Bernardino County	322,900
San Luis Obispo County	38,400
Solano County	61,200
Sonoma County *	68,000
Stanislaus County	77,400
Sutter County	12,400
Yuba County	10,300
	<u>\$ 941,500</u>

* New Members to be approved at the April 15, 2010 meeting
 Above Planning Estimates take from Notice 08-37

Note 3 - Planning Est. Statewide Projects-MHSA Assignments

	2008-09	2009-10	2010-11
Butte County	\$ 218,800	\$ 218,800	\$ 218,800
Colusa County	25,000	25,000	25,000
Glenn County	27,100	27,100	27,100
Monterey County	456,600	456,600	466,600
Placer County	274,100	274,100	274,100
Sacramento County	1,331,800	1,331,800	1,331,800
San Bernardino County	2,153,800	2,153,800	2,153,800
San Luis Obispo County	258,000	258,000	258,000
Solano County	401,100	401,100	401,100
Sonoma County	439,700	439,700	439,700
Stanislaus County	510,200	510,200	510,200
Sutter County	82,300	82,300	82,300
Yuba County	67,900	67,900	67,900
	<u>\$ 6,246,400</u>	<u>\$ 6,246,400</u>	<u>\$ 6,246,400</u>

Note 4 - Program Expenses have been estimated based on 85% of Allocation for Direct Program Expenses

Technical Assistance - Assigned to JPA	288,672	(339,614 x .85)
Technical Assistance	800,275	(941,500 x .85)
PEI Statewide Projects	5,309,440	(6,246,400 x .85)

California Mental Health Services Authority
Projected Budget - Variable Membership
14 Months
May 1, 2010 through June 30, 2011

Budget Notes:

Note 5 - Formation Costs

The purpose of establishing the CalMHSA JPA has been to Jointly develop and fund Mental Health Services. The intention of the Formation Committee members would be to share the administration costs on a temporary basis until funding was obtained from the State Department of Mental Health (DMH) for monies for the Prevention and Early Intervention State Administered Projects. In addition to the anticipated formation costs are the unanticipated legal costs associated with working the DMH and OAC to secure the funding for the JPA. Staff has prepared a forecast of these costs through the end of the formation period, anticipated to be April 30, 2010. The total formation costs have been estimated as follows:

	Budget 2009-2010	Actual March 31, 2010	Estimated April 30, 2010	Estimated June 30, 2010
General Management	\$ 82,500	\$ 60,500	\$ 7,500	\$ 68,000
Formation Fees	10,000	10,000	-	10,000
Legal Services	5,000	34,938	13,718	48,656
Financial Audit	-			-
Insurance	5,000	2,500		2,500
Meetings	2,000		500	500
Filing Fees	1,000			-
Bank Fees	1,000		1,200	1,200
Web Site & Other	5,000	3,433	-	3,433
Marketing & Conferences	5,000	4,091	500	4,591
Miscellaneous	5,000	-	1,120	1,120
Totals	\$ 121,500	\$ 115,462	\$ 24,538	\$ 140,000

The formation costs will be allocated to the JPA membership based on the following assumptions:

1. Expense of Formation shall be allocated to each PEI projection year.
\$140,000 / 4 years is \$35,000 per year and recognized for 2 PEI years as of June 30, 2011.
2. Additional formation costs are not anticipated beyond April 30, 2010.
3. Cost of Formation shall be born by all JPA members through the term of the PEI funds which shall be June 30, 2012.
4. The expense of Formation shall be allocated to each PEI projection year and the costs will be rebalanced and allocated to the JPA membership as of June 30, 2012. The allocation to the JPA membership as of June 30, 2012, will be based on the revenue allocation of the PEI funds as the accounting will be kept by JPA member.

CaIMHSA

Note 6 - Staffing Budget

April 15, 2010

Total Staffing	Percent	Current Membership 13 members	Medium Membership 30 members	Maximum Membership 58 members
Salaries and Benefits:				
Executive Services		\$ 154,710	\$ 238,950	\$ 293,220
Administrative Services		214,650	273,780	294,030
Program & Member Services		262,440	379,080	524,880
Total Salary and Benefits	81%	631,800	891,810	1,112,130
Equipment	3%	23,400	33,030	41,190
Office Lease	7%	54,600	77,070	96,110
Telephone, Postage, Photocopies & Supplies	4%	31,200	44,040	54,920
Travel	5%	39,000	55,050	68,650
Total Staffing	100%	\$ 780,000	\$ 1,101,000	\$ 1,373,000

FINANCIAL MATTERS

Agenda Item 7.B.

SUBJECT: Board Member Training & Travel Budget

BACKGROUND AND STATUS:

At the September 10th board meeting, it was requested that consideration of a budget item for Board Member Training & Travel.

Staff has obtained and reviewed the attached travel and expense policy from CSAC, which is limited in detail but provides a reference for consideration. It is customary for JPA's to send a defined number of Board Members to certain conferences for the training value and promotion of the JPA.

Staff has included in the budget a conference & travel item, whereas funds are available to send up to four members to three various conferences during the year. The estimate is based on developing a similar policy as CSAC, get a more detailed policy denoting process for reimbursement, per diems, mileage, etc.

Upon direction from the Board, staff will develop a CalMHSA Travel and Expense Policy with other specific criteria directed by Board approval in November.

RECOMMENDATION:

Request staff to develop a travel and expense policy for Board approval at the November meeting.

REFERENCE MATERIALS ATTACHED:

- CSAC Travel and Expense Policy for CSAC Officers and NACo Representatives

CSAC TRAVEL AND EXPENSE POLICY FOR CSAC OFFICERS AND NACo REPRESENTATIVES

The CSAC Officers, Nation Association of Counties (NACo) Board of Directors and Western Interstate Region (WIR) Board of Director representatives shall receive full reimbursement for travel, registration and meals in the course of all CSAC and NACo business.

Overall, expenditures are to be kept to a moderate level. It is understood that CSAC's association business will at times include the purchase of alcoholic beverages. CSAC volunteer leaders shall use good judgment and keep these purchases at reasonable levels.

ANNUAL MEETING EXPENSE POLICY FOR CSAC OFFICERS

CSAC Officers receive complimentary conference registration to the Annual Meeting and to any other CSAC meeting they attend. They also receive on complimentary Annual Banquet ticket, if needed, for a guest to accompany him/her to the banquet.

CSAC Officers receive a complimentary one-bedroom suite for the duration of the meeting (Monday or Tuesday through Friday). The suite will have complimentary wine/beer/soft drinks. If any additional items are needed, CSAC's Conference Coordinator is authorized to approve all requests. The suite is billed to the CSAC Master Account. Any personal charges such as room service, phone calls, laundry, etc. are not reimbursable by CSAC and are the responsibility of the Officer.

Transportation charges incurred are reimbursed by CSAC.

PROGRAM MATTERS

Agenda Item 8.A.

SUBJECT: Report from Implementation Ad Hoc Committee Chair – Wayne Clark

BACKGROUND AND STATUS:

During each Board meeting, Dr. Wayne Clark, Implementation Ad Hoc Committee Chair, will provide an oral report on the status of the Implementation Ad Hoc Committee.

At September 10th Board meeting, since the Priority of Recommended Actions were approved, the Implementation Ad Hoc Committee met on September 17th and Oct. 4th to discuss Work Plan development.

The Board approved the Priority of Recommended Actions at the September 10th meeting. The Implementation Ad Hoc Committee met on September 17th and October 4th to continue Work Plan development.

On September 27th a draft Work Plan was distributed for review. Comments received were discussed at the October 4th meeting. During the meeting, Stakeholders proposed two Recommended Actions for inclusion as priorities. Committee members agreed with those inclusions and will recommend the Board approve the addition of Recommended Actions 1.3 and 2.3 for Stigma and Discrimination Reduction to the priorities for implementation.

There was significant input on the September 27, 2010 draft from stakeholders, DMH, OAC and other interested partners. This input and additional comments were discussed at the October 4th meeting, subsequent to that meeting the draft was substantially revised.

The attached revised draft Work Plan was posted for the 30-day public comment period on October 7th.

Public comment will conclude on November 6th and will be included as an appendix to the Work Plan.

The following Ad hoc committee meetings have been scheduled:

- October 18, 2010 4:00pm – 5:30pm
- November 1, 2010 4:00pm – 5:30pm

The Implementation Ad Hoc Committee will continue to use input to refine the Work Plan during the 30-day public comment period.

A final Work Plan will be submitted to the CalMHSA Board on November 12, 2010.

RECOMMENDATION:

Approval of the addition of Stigma and Discrimination recommended actions 1.3 and 2.3 in addition to Board direction on the current draft Work Plan.

REFERENCE MATERIALS ATTACHED:

- Ad Hoc Committee Meeting Notes, September 17, 2010
- Ad Hoc Committee Meeting Notes, October 4, 2010
- Implementation Work Plan (*please see website at www.calmhsa.org*)



"A George Hills Company Administered JPA"

California Mental Health Services Authority
Implementation Ad Hoc Committee
Meeting Notes from September 17, 2010

Members Present:

Wayne Clark, PhD, Monterey County
William Arroyo, MD, Los Angeles County
Karen Baylor, MFT, PhD, San Luis Obispo County
Maureen Bauman, LCSW, Placer County
Michelle Callejas, LCSW, Sacramento County

Staff Present:

Edward Walker, CalMHSA
Laura Li, CalMHSA
Maya Maas, CalMHSA

Stakeholders Present:

Lin Benjamin, CA Department of Aging
Stacie Hiramoto, Racial and Ethnic Mental Health Disparities Coalition (REMHDCO)
Vivian Criado, California Elder Mental Health and Aging Coalition
Delphine Brody, California Network of Mental Health Clients
Kathleen Derby, National Alliance on Mental Illness (NAMI California)
Stephanie Welch, California Mental Health Directors Association (CMHDA)
Zoey Todd, CA Department of Mental Health
Estelle Saltzman, Runyon, Saltzman & Einhorn
Belinda Vea, University of California, Office of the President, Student Affairs
Norma Rivera, Runyon, Saltzman & Einhorn
Cielo Avalos, MPH, CA Department of Mental Health, Office of Suicide Prevention

The chair, Wayne Clark, PhD, called the meeting to order at 8:02 a.m., after which the chair asked everyone to introduce themselves.

1. Work Plan Development Status, comments on first drafts, advice and input

Dr. Clark stated the draft document distributed to meeting participants was not a finished product. He briefly walked through the layout of the draft implementation Work Plan noting the budget and evaluation sections were not included in this draft. Editorial comments and thoughts on wording are to be emailed to Edward Walker, CalMHSA. The content will change as feedback is received from the committee members and other stakeholders. Participants were invited to discuss the structure of the work plan, which the committee is planning to use for all three programs.

Stephanie Welch, CMHDA, asked if the idea was that the document be structured to be consistent with the forms outlined in the guidelines in preparation for submission to the OAC. Mr. Walker shared Information Notice 10-06, enclosure C presented some directions as to what needs to be included in the work plan; the structure reflects the instructions from that enclosure. Ms. Welch concluded this was a great way to frame and structure the response.

Maureen Bauman, Placer County, shared this was a great way to translate stakeholder input into potential programs and to prioritize potential programs. She was appreciative of the work and felt like it moved the committee forward.

Dr. Clark reviewed the priorities and program descriptions as outlined in the draft work plan.

Ms. Bauman felt it was consolidating the work that was already done, not duplicating but pulling it together and prioritizing what is going to be funded.

Mr. Walker asked to hear feedback from Zoey Todd and Cielo Avalos from the Department of Mental Health. Ms. Todd noted that the only missing piece she saw at this time was reflection of the ongoing work of the Office of Suicide Prevention, but she recognized they had not yet gotten their materials to the committee. Mr. Walker responded the intent is to reflect the office's work. CalMHSA staff has a meeting with Ms. Todd and her group next week. Ms. Todd's group has been working on information to share with staff on how this work plan would best be connected to the current, as well as the anticipated, work of the Office of Suicide Prevention. Ms. Avalos will be sending the current draft to Mr. Walker today.

Dr. Clark continued walking through the framework with an overview of the Scope of Work, Anticipated Number of Awards, Program Budget Detail and Program Evaluation sections. He then asked for comments from board members and participating stakeholders.

Lin Benjamin, CA Department of Aging, commented that the structure looks good. She recommended an appendix be included similar to Appendix 1 of the Stakeholder Input Summary Report. She asked for clarification that all stakeholder input from the 52-day response period was in fact included in Appendix 1 of the Summary Report; Mr. Walker and Laura Li, CalMHSA, confirmed that all input was included. Dr. Clark affirmed Appendix 1 could be included in the work plan and as the text is developed there will be opportunities to use quotes from the stakeholder input that illustrates some of the programs being proposed.

Dr. Clark turned the discussion to the evaluation structure being proposed—each program be required to have an evaluation and to provide state-wide data. He cited the Children’s System of Care who does a local evaluation as well as collecting nation-wide data.

Ms. Baylor stated CalMHSA wants to be able to show the effectiveness of the dollars on the local level so the committee feels that it would not make sense for each program do an evaluation on their own and not collect state-wide figures as well. The committee is proposing to do both program and state-wide evaluations so the programs’ outcomes can be report on a regular basis. This information can then be used to replicate programs in the future that have been shown to be affective.

Ms. Welch asked if the issue was that there are individual proposers who take on a piece of each of the three projects and then there would be an additional evaluator who CalMHSA has a contract with whose job is to work with each proposer to tell a story. Dr. Clark affirmed Ms. Welch’s understanding and continued by saying the evaluator would provide data as well—baseline, time 1, time 2. Mr. Walker clarified that each program would have their own evaluation but would also participate with the state-wide evaluation as described by Dr. Clark. Ms. Welch stated that this made sense to her but suggested having a conversation with the state-wide evaluator first so that they can help in shaping the individual evaluation submissions. She further suggested working and building a relationship with the OAC who is interested in doing state-wide PEI evaluation work. Mr. Walker shared he and Dr. Clark were working on scheduling a discussion with the OAC regarding evaluation.

Ms. Welch asked about weaving some of the recommendations together, referencing a section that discusses creating specific workgroup to deal with target populations in the Suicide Prevention plan. She asked if there was a youth workgroup talking about suicide prevention, does that relate to the Student Mental Health Initiative. She suggested a section that talks about ideas and efforts to not leave the programs working in isolation and facilitating a relationship between contractors. Mr. Walker stated that if the document is structured correctly proposals will be submitted that go across and implement elements in the three plans in a strategic and coordinated way. Dr. Clark added that in the RFP process, to be covered in about a month, the requirement can be included that a successful bidder assure they are working across the initiatives.

Dr. Clark concluded the discussion on the work plan framework.

2. Stakeholder Participation - Work Plan Development, dates, times, and availability of stakeholders for next calls

Dr. Clark moved the discussion to the schedule leading up to October 7th when the final document is posted for a 30-day public comment period. He shared drafts will be going out over the next few weeks. Comments from committee members and participating stakeholders will be integrated as drafts are created. The final draft discussion, prior to posting, will take place at the October 4th committee meeting. The deadline for posting for public comment is October 7th.

Discussion was held on the work plan development schedule with participation by Dr. Clark; Mr. Arroyo; Mr. Walker; Ms. Welch; Ms. Benjamin; Ms. Bauman; Stacie Hiramoto, Racial and Ethnic Mental Health Disparities Coalition (REMHDCO); Vivian Criado, California Elder Mental Health and Aging Coalition; Delphine Brody, California Network of Mental Health Clients; Kathleen Derby, National Alliance on Mental Illness (NAMI California); Zoey Todd, CA Department of Mental Health; and Estelle Saltzman, Runyon, Saltzman & Einhorn.

The final consensus on dates was as follows (to be posted on the CalMHSA Website):

September 22nd – comments on draft 1 due back from participating stakeholders

September 27th – draft 2 distributed to participating stakeholders

October 4th – final draft discussed at committee meeting

October 7th – final draft posted for 30-day public comment period

3. Begin thinking about and request candidates for RFP Scoring & Panel Composition Categories (i.e. subject matter expert, consumer, family, youth, cultural diversity, etc.)

Dr. Clark shared that the process of looking for panel members—subject matter experts (for RFP creation), consumers, family, youth, racial and ethnic minorities—would begin over the next few weeks. He invited suggestions, which can be submitted to Mr. Walker, and copy Ms. Li.

Ms. Welch expressed the importance of participants being familiar with the CalMHSA conflict of interest policy as it relates to being involved in the review process and submitting bids. Dr. Clark stated that the next steps for George Hills Company will be gathering names and releasing a conflict of interest policy.

Ms. Derby asked if state-wide advocates and members of organizations would be disqualified from participating in the RFP process if the group or organization is bidding. Dr. Clark responded they will double check and then asked Mr. Walker to make sure this was clarified. Mr. Walker asked Ms. Derby to please send a list of names she thinks would

be well-suited to help develop the RFPs and scoring rubrics. At the October meeting more time will be spent on CalMHSA's procurement policies and conflict of interest process.

Ms. Benjamin asked if CalMHSA would be posting a request for review panel applications on the Website. Dr. Clark affirmed that a request would be posted along with a formal process. The committee wanted to give participants a heads up along with answering any questions.

Ms. Hiramoto asked if only counties can bid, could community organizations bid, or both. Are community organizations only going to be subcontractors? Can a private non-profit or even a private for-profit organization submit a bid independent of a county? Dr. Clark said he expects very few actual counties will bid, unless they are part of a region. It will principally be organizations who want to bid on a specific program.

Ms. Derby asked for something in writing that explains what a regional program is and differentiates that from a multi-county collaborative. Mr. Walker cited option 2 in the implementation guidelines that describes two or more counties developing and submitting something independent of option 1 or option 2 state-wide. Under a state-wide implementation, a regional collaborative would focus on issues that are considered highly relevant and crucial to something in that regional. He also cited Information No. 10-06 and the OAC PEI guidelines. Dr. Clark directed her to the plans which talk about state-wide versus local projects.

4. Member Counties and Stakeholder Intending to Submit Proposals

Mr. Walker briefly asked for anyone participating in the process who believes they are likely to submit a proposal to declare that fact, specifically member counties and stakeholder organizations. This particularly relates to laying out the RFPs, panel compositions and scoring rubric, not to participating in committee meetings.

5. Meeting Wrap Up

a. Schedule Next Meeting

There was discussion of furlough Fridays being an issue for some participants as well as some Counties having furlough Mondays. Mr. Arroyo expressed the need for all parties to be flexible and that those who can join the scheduled calls join. Dr. Clark emphasized scheduling future meetings Tuesday through Thursday as much as possible.

The next meeting will take place on October 4th.

6. Adjourn

The meeting was adjourned at 9:17 a.m.



"A George Hilli Company Administered JPA"

CalMHSA Implementation Ad Hoc Committee

Teleconference Notes from October 4, 2010

The teleconference start time: 4:03pm

ROLL CALL:

MEMBERS:

Karen Baylor, PhD, San Luis Obispo
Maureen Bauman, LCSW, Placer County (not present)
Wayne Clark, PhD, Monterey County
William Arroyo, MD, Los Angeles County
Michelle Callejas, Sacramento

STAFF:

Edward Walker, CalMHSA
John Chaquica, CalMHSA
Dorothy Lebron, PhD
Laura Li, CalMHSA
Maya Maas, CalMHSA

OTHERS:

Kathleen Derby, National Alliance of Mental Health (NAMI California)
Viviana Criado, California Elder Mental Health and Aging Coalition (CEMHAC)
Amber Burkan, CA Youth Empowerment Network (CAYEN)
Sandra Black, Department of Mental Health
Zoey Todd, Department of Mental Health
Theresa Lee, Department of Mental Health
Cielo Avalos, Department of Mental Health
Betsy Sheldon, California Community Colleges, Chancellor's Office
Stacie Hiramoto, Racial and Ethnic Mental Health Disparities Coalition (REMHDCO)
Lin Benjamin, California Department of Aging
Estelle Saltzman, Runyon Saltzman & Einhorn
Jamie Garcia, Kern County
Enrica Bertoldo (and other staff), MHSOAC
David Blackwell

Wayne Clark, PhD, Monterey County, Chair reviewed meeting process:

- Members comments first and followed by stakeholders.
- Speakers identify by name for others on the call.
- New Meetings Dates:
 - October 18, 2010 – 4:00pm to 5:30pm
 - November 1, 2010 – 4:00pm to 5:30pm
- Stakeholder input for the work plan would continue during the 30-day public comment October 7 to November 6, 2010

Dr. Clark led a review of the draft work plan by sections.

Betsy Sheldon explained the different process used for Stigma & Discrimination Reduction and Suicide Prevention strategic plans than was used for Student Mental Health Initiative. Ms. Sheldon would provide a written summary of those differences. Ms. Sheldon explained funding proportionality within SMHI.

Lin Benjamin, Stacie Hiramoto and Kathleen Derby all summarized their comments as they had all previously submitted in writing.

Recommendations were made to enhance the work plan for better overall coordination and leveraged programming.

In reviewing the various sections, as it relates to Stigma & Discrimination Reduction, stakeholders articulated the rationale for recommended actions 1.3 and 2.3 being included in the Stigma and Discrimination implementation. Members agreed and will recommend approval of the additions to the CalMHS Board at Oct. 14, 2010 meeting.

The Department of Mental Health commented on the work plan structure and content to which they will follow-up with written recommendations. Ms. Benjamin will provide information regarding stakeholder input for older adults.

Stacie Hiramoto explained the significance of multi-cultural media as part of the plan and recommended language be added to reflect multi-cultural media and racial & ethnic minorities, which the committee agreed to include.

Comments concluded that Appendix 6 was confusing and should be removed. Members agreed.

Dr. Clark noted that the work plan would include numerous contributions from stakeholders.

Dr. Clark thanked the members and stakeholders for the substantive and productive discussion and encouraged continuous feedback in the coming weeks.

Dr. Clark adjourned the meeting at 5:30 pm.

PROGRAM MATTERS

Agenda Item 8.B.

SUBJECT: California Institute for Mental Health (CiMH) – Statewide PEI Training Technical Assistance and Capacity Building

BACKGROUND AND STATUS:

In December of 2008 DMH issued Information Notice 08-37 which was to provide counties with Statewide PEI Training Technical Assistance and Capacity Building funds. These funds had been submitted and received by the counties. As such CalMHSa Board wished to explore the possibilities of moving those county funds to the JPA for consideration of joint projects.

In November 2009 CiMH presented to the CalMHSa Board (8 members at the time) their interest of administering the Statewide PEI Training Technical Assistance and Capacity Building Projects. In December of 2009 the CalMHSa Board moved to approve two of the proposed projects presented by CiMH: Project 2 - Program Performance Evaluation and Quality Improvement, Project 3 - System Design & Change. Of the two projects, Project 2 was approved to move forward and in February 2010 the contract in the amount of \$120,000 to CiMH was awarded. Project 3 was decided to be postponed and not be conducted simultaneously.

The contract for services with CiMH has expired and as such CiMH has drafted a renewal contract for Board approval. The new contract includes a change in scope of services as it relates to two learning collaborative as opposed to one, which increases costs by \$15,000 due to additional staff, additionally there is a proposed increase for county travel of \$20,000. The attached provides additional information and the revised contract.

As of October 1, 2010 there are nine member counties of the “Program Performance Evaluation and Quality Improvement” project with expectations of more counties joining. Initial phone calls have been made to health directors and/or designees to describe the project and to begin discussion regarding evaluation activities and technical assistance needs. Site visits are still process but will be completed by October 15, 2010. The attached Technical Assistance and Capacity Building report provides greater detail.

RECOMMENDATION:

Approval of new contract with CiMH – PEI Technical Assistance and Capacity Building for program performance.

RERERENCE MATERIALS ATTACHED:

- Contract Service Agreement
- DMH – PEI Training and Technical Assistance Planning Estimates
- CalMHSA PEI Technical Assistance and Capacity Building Spreadsheet
- Technical Assistance and Capacity Building Status Report

California Institute for Mental Health

MEMO

TO: California Mental Health Services Authority
Board of Directors

FROM: Sandra Naylor Goodwin, PhD, MSW
President and CEO

RE: Contract Renewal

Attached is the proposed renewal contract for the current evaluation project CiMH is working on for CalMHSA. Our current contract expired June 30, 2010. In addition, as you are aware, I have been informing the CalMHSA Board for several months that we would need to revise the contract in September once we had conducted site visits with the counties. We delayed the contract revision to October as the ability of counties to participate in the site visits has been difficult, and to revise the amount to reflect collection of funds in FY 09/10.

Our original conception was that we would have one learning collaborative of the participating counties. Once we conducted the conference calls and site visits with the participating counties, it became clear that the counties are so far apart in their capacity that we need to have two, rather than one learning collaboratives.

Thus, the scope of work is different in this contract, reflecting the two learning collaboratives. The amount is also different. We increased the cost to reflect the increased staff and travel for two learning collaboratives. We were able to keep the increase down as we reduced the number of staff/consultants for each learning collaborative. This is possible due the fewer number of counties in each collaborative. The increased amount is approximately \$15,000. We also added \$20,000 into the budget to pay for county staff travel to the meetings. Some counties indicated that they could not pay for travel and asked that this be provided by the project. The total cost of the contract is \$155,705. We collected \$36,040 on the previous contract. Therefore, the amount of this contract is \$119,665.

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
"CalMHSA"
STANDARD SERVICES AGREEMENT

This Agreement is by and between the California Mental Health Services Authority ("CalMHSA") and California Institute for Mental Health ("CiMH").

CalMHSA desires to obtain services which are more fully described in Exhibit A hereto ("Scope of Services"), and Contractor represents that it is willing and professionally qualified to provide such services to CalMHSA.

CalMHSA agrees to retain Contractor to provide services, and Contractor accepts such engagement, on the basis of the Provisions stated in the following exhibits indicated by a checked box, which are attached and incorporated into this Agreement by reference:

- Exhibit A Scope of Services
- Exhibit B Payment Terms*
- Exhibit C General Terms and Conditions
- Exhibit D Special Terms and Conditions

*The maximum amount payable under this Agreement is \$119,665.00.

The term of this Agreement is July 1, 2010 through June 30, 2012.

CalMHSA

Signed: _____ Name (Printed): Allan Rawland, MSW

Title: _____ Date: _____

CiMH

Signed: _____ Name (Printed): Sandra Naylor Goodwin, PhD

Title: President and CEO Date: _____

Exhibit A

CalMHSA Statewide Training, Technical Assistance and Capacity Building Project

Component A – The CalMHSA PEI Evaluation Learning Collaborative

Component B – Evaluation and/or Continuous Quality Improvement Individual County TA

Scope of Work (Component A)

This scope of work addresses Component A Only.

GENERAL OVERVIEW

The CalMHSA Technical Assistance and Capacity Building Evaluation Project is a statewide initiative that provides an array of evaluation training and support services that will strengthen counties and their community partners' ability to implement a PEI component plan. The project proposes that JPA counties work together within a Learning Collaborative framework that will allow counties to create and share a common framework for PEI evaluation, learn from each other in peer-to-peer activities, strengthen individual county efforts, and create and disseminate information, particularly lessons learned, to other California entities evaluating PEI projects.

Component A: The CalMHSA PEI Evaluation Learning Collaborative – JPA Counties will participate in a joint PEI Project Evaluation process that results in a common framework sharing approaches that support local evaluation and disseminates state level information regarding PEI Evaluation.

The CalMHSA PEI Evaluation Learning Collaborative is a project that is available to all CalMHSA counties that have well developed PEI evaluation efforts, as well as those that are developing specialized PEI evaluation projects. The CalMHSA PEI Evaluation Learning Collaborative will facilitate an effective exchange of knowledge and the integration of new ideas and behaviors, that will result in a common evaluation framework utilized across this set of California counties.

DELIVERABLES & ACTIVITIES

Deliverable #1 - Approximate completion date: October 30, 2010

Provide individualized assessment via onsite visits. The purpose of this session is to:

- Review existing PEI evaluation projects

- Identify new PEI evaluation projects
- Clarify evaluation needs for each county
- Develop a training approach and content that will have statewide relevance while simultaneously addressing local need

Milestones

- Site visits to collect information regarding county resources and needs for use in the development of the learning collaborative content and activities
- Development of targeted capacity building and technical assistance plans for each cohort and/or county

Assumptions

Individual county evaluation assessments are conducted on site with designated management and evaluation staff, as well as county partners as identified by the county director or his/her designee. Information collected will be used to identify need and to formulate an evaluation technical assistance plan specifically for each county. Directors will be contacted via telephone prior to site visit to clarify assessment purpose and process, as well as to assist in the identification and scheduling of appropriate staff. CIMH staff and consultants will travel to the designated site to conduct the assessment. Follow-up contact may be needed when information is not available during the site visit.

Deliverable #2 - Approximate completion date: January 31, 2010

#2 Learning Collaborative Group 1 – First Session: Convene Learning Collaborative meeting with county PEI project evaluation teams. The purpose of this session is to:

- Describe the overall technical assistance project
- Describe common evaluation frameworks for prevention: i.e. engaging stakeholders, defining outcomes, gathering credible evidence – baselines, measurement, data collection, data analysis, conclusions, reports, dissemination of findings
- Identify county PEI evaluation projects
- Organize ongoing cohorts or individual technical assistance for more specific training

#2 Learning Collaborative Group 2 – First Session: Convene Learning Collaborative meeting with county PEI project evaluation teams. The purpose of this session is to:

- Describe the overall technical assistance project
- Describe common evaluation frameworks for prevention: i.e. engaging stakeholders, defining outcomes, gathering credible evidence – baselines, measurement, data collection, data analysis, conclusions, reports, dissemination of findings
- Identify county PEI evaluation projects
- Organize ongoing cohorts or individual technical assistance for more specific training

Milestones

- Integrate county site visit results for overall assessment of CalMHSA's current evaluation training and technical assistance needs
- Development of evaluation training curriculum based upon assessment results inclusive of training materials
- Organize logistics for the first session
- Conduct 1 day learning collaborative meeting
- Development of protocols for assessing training effectiveness and content

Assumptions

The following counties will participate in **Component A: The CalMHSA PEI Evaluation Learning Collaborative**: San Bernardino, San Luis Obispo, Butte, Colusa, Monterey, Placer, Solano, Stanislaus and Sutter-Yuba. Counties will develop teams of key stakeholders who will participate in project activities. Team members may include agency administrators who oversee PEI and/or program evaluation, evaluators/researchers, community members, and stakeholders involved in program development and/or evaluation and any other necessary representatives as identified. The training content will be determined based upon needs identified during county assessments. Follow-up questions will be addressed via telephone or email.

Deliverable #3 - Approximate completion date: April 31, 2011

#3 Learning Collaborative Group 1 - Second Session: Convene Learning Collaborative meeting to review all county PEI Evaluation Project Plans. The purpose of this session is to:

- Offer counties the opportunity to share specific PEI evaluation projects utilizing the framework and approaches agreed upon in the first session
- Organize peer-to-peer activities that allow counties to offer feedback to each other and to make adaptations to their local plans
- Highlight county staff with expertise in evaluation that can provide future support after the project is completed
- Finalize PEI evaluation implementation plans

#3 Learning Collaborative Group 2 - Second Session: Convene Learning Collaborative meeting to review all county PEI Evaluation Project Plans. The purpose of this session is to:

- Offer counties the opportunity to share specific PEI evaluation projects utilizing the framework and approaches agreed upon in the first session
- Organize peer-to-peer activities that allow counties to offer feedback to each other and to make adaptations to their local plans
- Highlight county staff with expertise in evaluation that can provide future support after the project is completed
- Finalize PEI evaluation implementation plans

Milestones

- Review individual counties progress toward project goals
- Organize evaluation / CQI training curriculum and materials based upon reported progress
- Organize logistics for the second session

- Conduct 1 day learning collaborative meeting
- Development of protocols for assessing training effectiveness and content

Assumptions

Designated staff and other team members from all JPA counties will participate in the learning collaborative. The training content will be determined based upon project updates. Follow-up questions will be addressed via telephone or email.

Deliverable #4 - Approximate completion date: July 31, 2011

4 Learning Collaborative Group 1 - Third Session: This is the final learning collaborative meeting. The purpose of this session is to allow participating counties the opportunity to:

- Review steps toward project implementation and/or planning
- Report project outcomes
- Ascertain lessons learned
- Describe best practices
- Highlight specific projects and unique findings

#4 Learning Collaborative Group 2 - Third Session: This is the final learning collaborative meeting. The purpose of this session is to allow participating counties the opportunity to:

- Review steps toward project implementation and/or planning
- Report project outcomes
- Ascertain lessons learned
- Describe best practices
- Highlight specific projects and unique findings

Milestones

- Review individual counties progress toward project goals
- Organize evaluation training activities and materials based upon reported progress
- Organize logistics for the third session
- Conduct 1 day learning collaborative meeting
- Development of protocols for assessing training effectiveness and content

Assumptions

Designated staff from all JPA counties will participate in the learning collaborative. The training content will be determined based upon project updates. Follow-up questions will be addressed via telephone or email.

Deliverable #5 - Conducted in between Learning Collaborative Meetings

Conference Calls and Webinars: CiMH will host up to six conference calls and/or webinars between learning collaborative meetings. The purpose of the calls and webinars is to:

- Assess progress toward desired goals
- Engage in peer-to-peer problem solving when barriers arise
- Provide technical support for common issues

Milestones

- Review progress reports for individual evaluation projects
- Organize curriculum and materials for webinar and conference calls
- Conduct up to 3 conference calls/ webinars

Assumptions

Conference calls and webinars are used to identify and address barriers to project progress, as well as provide specific training in those areas where it is evident that there is a group need for more information. It is estimated that there will be one conference call or webinar provided midway between each learning collaborative meeting resulting in up to 3 conference calls or webinars. Designated staff from all counties will participate in the conference calls and/or webinars. The training content will be determined based upon project updates.

Deliverable #6 - Approximate completion date: August 31, 2011

Dissemination of Results: CiMH will collect, analyze and report information generated during the learning collaborative project. This deliverable is a document that will:

- Describe the impact of this project, a statewide effort
- Highlight best practices in PEI evaluation and lessons learned
- Showcase models suitable for replication
- Document CalMHSA's first collaborative effort

Milestones

- Aggregate and site specific PEI evaluation reports
- Statewide project report written inclusive of description of model projects, lessons learned, and recommendations
- Formal report to the CalMHSA

Assumptions

CiMH will generate a report based upon information collected via data and activities of participating counties during the learning collaborative project. County participants will have a role in describing the results and approving the final draft. The report will be presented in writing and verbally to CalMHSA upon completion.

Exhibit B
Payment Terms

California Institute for Mental Health
Contract No. _____

1. Invoicing and Payment

- A. For services (deliverables specified in Exhibit A) satisfactorily rendered, and upon receipt and approval of the invoices, CalMHSA agrees to make payments to Contractor as set forth below.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears.
- C. Payment shall not be due until the later of:
 - (a) The date of acceptance of goods or performance of services,
 - (b) Receipt of an accurate invoice.
- D. For contracts which allow partial payments to be made, partial payments of the contract price during the progress of the work shall have a minimum TEN PERCENT of the gross payment withheld pending satisfactory final completion of the entire contract.

2. Instructions to Contractor

- A. To expedite the processing of invoices submitted to CalMHSA for payment, all invoice(s) will be submitted to the CalMHSA Manager for review at the following "Bill To" Address:

CalMHSA
c/o Kim Santin, JPA Manager
George Hills Company, Inc.
3043 Gold Canal Drive, Suite 200
Rancho Cordova, CA 95670-6394

- B. The following items are required for all invoices:
 - i. Letterhead printed with Contractor's name and address, or on template provided by JPA Manager.
 - ii. Bill To address (see section 2, A. above).
 - iii. JPA Manager's name.
 - iv. Specific description of services or products provided
 - v. Dates of services provided.

- vi. Contract number.
- vii. Invoice date.
- viii. Invoice total, per deliverable.
- ix. Authorized signature on behalf of Contractor.

3. Agreed Price and Payment Schedule

CalMHSA will make an initial payment of twenty-five percent after execution of this Agreement and Contractor providing the insurance documents required in Exhibit C, and will make progress payments upon Contractor’s satisfactory completion of deliverables as certified in its billing invoice according to the schedule shown below. The final ten percent is a holdback payment to be made after completion of all services called for under Agreement, upon review and approval by the Board.

The agreed price for completion of the Deliverables described in Exhibit A is \$119,665.00 for the nine Counties that are members of CalMHSA and participating in the project. The amount in this contract includes travel costs for participating counties if needed. The parties anticipate that the price may be revised by further agreements as additional Counties join CalMHSA and choose to join the project. However, any such change in price will require action by the CalMHSA Board.

Execution of Agreement:	25% of the agreed price
Completion of Deliverable No. 1:	10% of the agreed price
Completion of Deliverable No. 2:	10% of the agreed price
Completion of Deliverable No. 3:	10% of the agreed price
Completion of Deliverable No. 4:	10% of the agreed price
Completion of Deliverable No. 5:	10% of the agreed price
Completion of Deliverable No. 6:	15% of the agreed price
Final Board Approval:	10% of the agreed price

PAYMENT WILL IN NO EVENT EXCEED THE AMOUNT AGREED TO BY CalMHSA

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** It is understood and agreed that Contractor is an independent contractor, and no relationship of employer and employee is created by this Agreement. Contractor is not the agent or employee of CalMHSA in any capacity whatsoever, and CalMHSA shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with labor used by Contractor or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees. Contractor agrees to indemnify and hold CalMHSA harmless from any and all liability which CalMHSA may incur because of Contractor's failure to pay such amounts.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify CalMHSA, its governing board, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance under this Agreement, even if caused by or contributed to by the negligence of an indemnitee, except that Contractor shall have no obligation to indemnify damages resulting from the sole negligence or willful misconduct of any indemnitee. CalMHSA may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

3. **INSURANCE AND BOND:** Contractor shall purchase and maintain policies of insurance with an insurer or insurers, admitted in the State of California, and with a current A.M. Best's rating of no less than A-, which will protect Contractor and CalMHSA from claims arising out of Contractor's performance under this Agreement, regardless of whether such performance is by Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include:

a. If Contractor has employees, Contractor shall carry workers' compensation and employers liability insurance in accordance with the laws of the State of California, and such insurance shall waive subrogation against CalMHSA.

b. Contractor shall carry automobile liability insurance including coverage for owned, non-owned, and hired autos. Contractor shall also carry commercial general liability

insurance with coverage for liability assumed by contract. Such policies shall have limits of not less than \$1,000,000 per accident or occurrence.

c. If applicable, Contractor shall carry professional liability insurance, including contractual liability, with limits of at least \$1,000,000 per occurrence. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five years thereafter. In the event that Contractor subcontracts any portion of Contractor's duties, Contractor shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subsection c.

d. Each policy of insurance required in subsection b. above shall name CalMHSA and its agents, officers, governing board, and employees as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by CalMHSA or its agents, officers, governing board or employees is excess and non-contributory with such primary insurance; shall state that not less than thirty days' written notice shall be given to CalMHSA prior to cancellation; and, shall waive all rights of subrogation against the additional insureds. The additional insured endorsement issued on the commercial general liability policy shall be a CG 2010 or equivalent.

e. Contractor shall notify CalMHSA in the event of material change in, or failure to renew each policy required under subsections a., b., or c.

f. As to any policy of insurance required by this section, Contractor shall disclose any self-insured retention or deductible exceeding \$5,000. CalMHSA may require that an endorsement be obtained reducing or eliminating such self-insured retention or deductible as to the CalMHSA and its officers, agents, board and employees; or may require Contractor to provide a financial guarantee guaranteeing payment of any necessary expenses of investigation, costs of defense, settlement or judgments.

g. Prior to commencing work, Contractor shall deliver to CalMHSA certificates of insurance and any required additional insured endorsements demonstrating compliance with these requirements. In the event Contractor fails to secure or maintain any required policy of insurance, CalMHSA may, at its sole discretion, secure such insurance in the name of and for the account of Contractor, and in such event Contractor shall reimburse CalMHSA upon demand for the cost thereof. Any failure of CalMHSA to require certificates of insurance and additional insured endorsements shall not operate as a waiver of these requirements.

4. CONFORMITY WITH LAW AND SAFETY:

a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services provided. Contractor shall indemnify and hold CalMHSA harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance under this Agreement, Contractor shall immediately notify CalMHSA's manager by telephone. Contractor shall promptly submit to CalMHSA a written report, in such form as may be required by CalMHSA of all accidents which occur in connection with this Agreement. This report must include the following information:

- (1) name and address of the injured or deceased person(s);
- (2) name and address of Contractor's subcontractor, if any;
- (3) name and address of Contractor's liability insurance carrier; and
- (4) a detailed description of the accident and whether any of CalMHSA's staff, equipment or materials were involved.

c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to CalMHSA the opportunity to review and inspect such evidence, including the scene of the accident.

5. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B.

6. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

7. TAXES: Payment of all applicable federal, state, and local taxes imposed on Contractor shall be the sole responsibility of Contractor.

8. OWNERSHIP OF DOCUMENTS: Contractor assigns to CalMHSA all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) concerning the subject matter of this Agreement, whether prepared by CalMHSA, Contractor, Contractor's subcontractors or third parties at the request of Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to CalMHSA all copyright and other use rights in any Documents and Materials including electronic copies within Contractor's control, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by CalMHSA to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants CalMHSA and any assignee of CalMHSA an express royalty-free license to retain and use said Documents and Materials. CalMHSA's rights under this section shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its subcontractors to grant CalMHSA the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold CalMHSA harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold CalMHSA harmless from any claims for infringement of patent or copyright arising out of such selection. CalMHSA's rights under this Section 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFIDENTIALITY: Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify CalMHSA by notices provided in accordance with Section 10 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. This provision shall remain fully effective five years after termination of services to CalMHSA hereunder.

10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Facsimile transmission: When sent by facsimile to the last known facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day.

Contact information for purpose of giving notice are as follows:

CalMHSA:

Name: _____

Address: _____

Phone: _____ Fax: _____

Contractor: _____

Name: _____

Address: _____

Phone: _____ Fax: _____

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that Contractor will comply with Title VII of the Civil Rights Act of 1964 and the California Fair Employment and Housing Act, and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, marital status, national origin, age, religion, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an “Equal Opportunity Employer” or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, political affiliation, or any other non-merit factor.

b. Contractor shall, if requested to so do by CalMHSA, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, political affiliation, or any other non-merit factor.

c. Contractor shall, if requested to do so by CalMHSA, provide CalMHSA with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

12. **AUDITS; ACCESS TO RECORDS:** Contractor shall make available to CalMHSA for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to CalMHSA, and shall furnish to CalMHSA such other evidence or information as CalMHSA may require with regard to any such expenditure or disbursement charged by the Contractor.

Contractor shall maintain full and adequate records in accordance with CalMHSA requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the State of California, Contractor shall, upon request of CalMHSA, make such books and records available to CalMHSA for inspection at a location within the state or Contractor shall pay to CalMHSA the reasonable, and necessary costs incurred by CalMHSA in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. CalMHSA further reserves the right to examine and reexamine said books, records and data during the three year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by CalMHSA, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three years after CalMHSA makes the final or last payment or within three years after any pending issues between CalMHSA and Contractor with respect to this Agreement are closed, whichever is later.

13. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to CalMHSA for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Section 8 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by CalMHSA), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three years following CalMHSA's last payment to Contractor under this Agreement.

14. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

15. **TERMINATION:** CalMHSA has and reserves the right to suspend, terminate or abandon the execution of any work by Contractor without cause at any time upon giving to Contractor prior written notice. In the event that CalMHSA should abandon, terminate or suspend Contractor's work without cause, Contractor shall be entitled to payment for services provided prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed consistently with Exhibit B hereto. If CalMHSA terminates the Agreement because

Contractor has failed to perform as required under the Agreement (i.e., “for cause”), CalMHSA may recover or deduct from amounts otherwise owing under the Agreement any costs it sustains resulting from Contractor’s breach.

16. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.

17. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between CalMHSA and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

19. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

20. ADVERTISING OR PUBLICITY: Contractor shall not use the name of CalMHSA, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of CalMHSA in each instance.

21. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties, expressed in writing and signed by authorized representatives of both parties.

22. ASSURANCE OF PERFORMANCE: If at any time CalMHSA believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, CalMHSA may request from Contractor prompt written assurances of performance and a written plan acceptable to CalMHSA, to correct the observed deficiencies in Contractor’s performance. Contractor shall provide such written assurances and written plan within ten calendar days of its receipt of CalMHSA’s request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

23. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without CalMHSA's prior written approval.

a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

b. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.

24. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Section 2), Ownership of Documents (Section 8), and Confidentiality (Section 9), shall survive termination or expiration.

25. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

26. **AUTHORITY TO SIGN:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

**Enclosure 1
PEI Training and Technical Assistance Planning Estimates**

	Total Planning Estimates				
	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	Four Year Total Planning Estimates
Alameda	\$220,800	\$220,800	\$220,800	\$220,800	\$883,200
Alpine	\$200	\$200	\$200	\$200	\$800
Amador	\$4,600	\$4,600	\$4,600	\$4,600	\$18,400
Butte	\$32,700	\$32,700	\$32,700	\$32,700	\$130,800
Calaveras	\$6,100	\$6,100	\$6,100	\$6,100	\$24,400
Colusa	\$3,100	\$3,100	\$3,100	\$3,100	\$12,400
Contra Costa	\$138,700	\$138,700	\$138,700	\$138,700	\$554,800
Del Norte	\$3,800	\$3,800	\$3,800	\$3,800	\$15,200
El Dorado	\$21,700	\$21,700	\$21,700	\$21,700	\$86,800
Fresno	\$151,300	\$151,300	\$151,300	\$151,300	\$605,200
Glenn	\$4,000	\$4,000	\$4,000	\$4,000	\$16,000
Humboldt	\$19,000	\$19,000	\$19,000	\$19,000	\$76,000
Imperial	\$28,300	\$28,300	\$28,300	\$28,300	\$113,200
Inyo	\$2,100	\$2,100	\$2,100	\$2,100	\$8,400
Kern	\$129,200	\$129,200	\$129,200	\$129,200	\$516,800
Kings	\$22,700	\$22,700	\$22,700	\$22,700	\$90,800
Lake	\$8,900	\$8,900	\$8,900	\$8,900	\$35,600
Lassen	\$3,800	\$3,800	\$3,800	\$3,800	\$15,200
Los Angeles	\$1,755,300	\$1,755,300	\$1,755,300	\$1,755,300	\$7,021,200
Madera	\$24,600	\$24,600	\$24,600	\$24,600	\$98,400
Marin	\$34,600	\$34,600	\$34,600	\$34,600	\$138,400
Mariposa	\$2,200	\$2,200	\$2,200	\$2,200	\$8,800
Mendocino	\$12,300	\$12,300	\$12,300	\$12,300	\$49,200
Merced	\$42,700	\$42,700	\$42,700	\$42,700	\$170,800
Modoc	\$1,200	\$1,200	\$1,200	\$1,200	\$4,800
Mono	\$1,700	\$1,700	\$1,700	\$1,700	\$6,800
Monterey	\$68,400	\$68,400	\$68,400	\$68,400	\$273,600
Napa	\$18,600	\$18,600	\$18,600	\$18,600	\$74,400
Nevada	\$13,200	\$13,200	\$13,200	\$13,200	\$52,800
Orange	\$493,300	\$493,300	\$493,300	\$493,300	\$1,973,200
Placer	\$42,000	\$42,000	\$42,000	\$42,000	\$168,000
Plumas	\$2,100	\$2,100	\$2,100	\$2,100	\$8,400
Riverside	\$327,100	\$327,100	\$327,100	\$327,100	\$1,308,400
Sacramento	\$202,700	\$202,700	\$202,700	\$202,700	\$810,800
San Benito	\$8,300	\$8,300	\$8,300	\$8,300	\$33,200
San Bernardino	\$322,900	\$322,900	\$322,900	\$322,900	\$1,291,600
San Diego	\$508,800	\$508,800	\$508,800	\$508,800	\$2,035,200
San Francisco	\$119,600	\$119,600	\$119,600	\$119,600	\$478,400
San Joaquin	\$101,400	\$101,400	\$101,400	\$101,400	\$405,600
San Luis Obispo	\$38,400	\$38,400	\$38,400	\$38,400	\$153,600
San Mateo	\$100,000	\$100,000	\$100,000	\$100,000	\$400,000
Santa Barbara	\$67,700	\$67,700	\$67,700	\$67,700	\$270,800
Santa Clara	\$289,900	\$289,900	\$289,900	\$289,900	\$1,159,600
Santa Cruz	\$42,900	\$42,900	\$42,900	\$42,900	\$171,600
Shasta	\$26,700	\$26,700	\$26,700	\$26,700	\$106,800
Sierra	\$400	\$400	\$400	\$400	\$1,600
Siskiyou	\$5,400	\$5,400	\$5,400	\$5,400	\$21,600
Solano	\$61,200	\$61,200	\$61,200	\$61,200	\$244,800
Sonoma	\$66,000	\$66,000	\$66,000	\$66,000	\$264,000
Stanislaus	\$77,400	\$77,400	\$77,400	\$77,400	\$309,600
Sutter	\$12,400	\$12,400	\$12,400	\$12,400	\$49,600
Tehama	\$9,100	\$9,100	\$9,100	\$9,100	\$36,400
Trinity	\$1,600	\$1,600	\$1,600	\$1,600	\$6,400
Tulare	\$72,700	\$72,700	\$72,700	\$72,700	\$290,800
Tuolumne	\$7,300	\$7,300	\$7,300	\$7,300	\$29,200
Ventura	\$125,300	\$125,300	\$125,300	\$125,300	\$501,200
Yolo	\$31,200	\$31,200	\$31,200	\$31,200	\$124,800
Yuba	\$10,300	\$10,300	\$10,300	\$10,300	\$41,200
City of Berkeley	\$19,300	\$19,300	\$19,300	\$19,300	\$77,200
Tri-City	\$30,800	\$30,800	\$30,800	\$30,800	\$123,200
Total	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$24,000,000

COUNTY	ALLOTMENT Per/FY	PAID	Original PROJECT 2	Revised PROJECT 2	REMAINING FUNDING
*Butte					
Colusa	3,100.00	3,100.00	648.02	839.89	2,260.11
Monterey	68,400.00	68,400.00	12,723.26	16,490.54	51,909.46
Placer	42,000.00	42,000.00	10,003.72	12,965.76	29,034.24
San Bernardino	322,900.00	60,714.27	60,714.27	78,691.42	-17,977.15
San Luis Obispo	38,400.00	38,400.00	7,966.67	10,325.56	28,074.44
Solano	61,200.00	50,000.00	12,571.16	16,293.41	33,706.59
Stanislaus	77,400.00	77,000.00	15,506.91	20,098.42	56,901.58
*Sutter/Yuba					
Total	613,400.00	339,614.27	120,134.01	155,705.00	183,909.27

* County not participating

Report to: Board of Directors
California Mental Health Services Authority

From: Sandra Naylor Goodwin, PhD, President & CEO
Lynne Marsenich, LCSW, Project Lead
California Institute for Mental Health

Re: Evaluation Capacity Building

Date: October 1, 2010

Goal: This project is a statewide initiative that provides an array of evaluation training and support services that will strengthen counties and their community partners' ability to implement a PEI component plan.

Participating Counties: Butte, Colusa, Monterey, Placer, San Bernardino, San Luis Obispo, Solano, Stanislaus and Sutter-Yuba

Activities: Initial phone calls with mental health directors and/or designees. The purpose is to describe the project and to begin a discussion regarding evaluation activities and technical assistance needs. Calls have been completed with all participating counties.

Site visits: The purpose of the site visits is to review PEI programs, assess evaluation plans and develop specific technical assistance activities that support current and ongoing evaluation. We have had eight site visits. The last site visit is scheduled for October 15. The last site visit was delayed due to a county staff hire.

A matrix is attached delineating the individual counties and their participation progress.

Successes: Developing clarification on the diversity of evaluation needs among counties, leading to development of tools to address multiple issues. This is still in the development phase and will require further assessment.

Barriers/Action Plans to Alleviate:

- 1) The major barrier experienced to date is the time constraints on staff in county mental health departments. Specifically, departments are

- understaffed and stressed by the demands of the current workload and declining budgets. As a consequence it is difficult to arrange site visits (cancellations are common). Therefore, the original time line for learning collaboratives and project reports have been delayed. Participation by the County Mental Health Director at the beginning of the project to get it started is critical for staff to prioritize.
- 2) Small counties have limited capacity for developing and carrying out evaluations. We will cluster the small counties in a learning collaborative or process that explores the use of qualitative approaches such as case studies.
 - 3) There is tremendous variability across the counties regarding evaluation capacity. We have developed a “menu of options” that we believe is responsive to the diversity of needs. Examples include: evaluation design; developing measurement and data collection tools, developing protective factor surveys and evaluations, strategies for communicating outcomes to diverse audiences.
 - 4) As budgets continue to be cut, travel out of county meetings is a barrier for some of the participants. The new proposed contract for FY 10/11 does contain funds for county travel to project activities in the budget.
 - 5) We will delay adding additional counties to the project until initial learning collaborative meetings have been conducted. An initial assessment of the project will determine whether additional groups will be added to the project.

Fiscal Year 10/11 Contract: The fiscal year 09/10 contract is expired. This month, October, has a proposed contract for FY 10/11 for consideration by the CalMHSa Board of Directors.

The changes in the contract include changes related to the need to conduct two separate learning collaboratives that are designed to cluster the counties based on county capacity and need.

Specifically, Deliverables 2, 3 & 4 are increased from one learning collaborative to two learning collaboratives. Deliverable 5 will be increased from three calls/webinars to six calls/webinars.

Further, funds are added to the contract to pay for county travel and expenses to attend the learning collaboratives for those counties that require this process.

Budget Report:

Total billing for FY 09/10: \$36,040.18

**JPA Evaluation Capacity Building Project
Status Report
October 1, 2010**

County	Date of Call	Date of Site Visit	TA Needs
Butte	6.16.10	9.30.2010	Place-based evaluation – a strategy for clustering community based initiatives
Colusa	4.23.10	5.26.10	Case study methods which demonstrate how PEI funded programs increase access to prevention and early intervention mental health programs.
Monterey	4.5.10	7.1.10	Engaging stakeholders in the evaluation design and developing effective communication plans
Placer	4.9.10	5.24.10	Developing a matrix: PEI contracted programs – populations and intended outcomes. Increasing protective factors as a common evaluation strategy
San Bernardino	4.8.10	6.23.10	Implementation evaluation to help determine outcome strategies. Engaging stakeholders in designing evaluation.
San Luis Obispo	5.4.10	8.17.10	CBO capacity building
Solano	4.6.10	7.30.10	Interest in continuous quality improvement project
Stanislaus	4.12.10	10.15.2010	The meeting is scheduled for the 15th of October
Sutter Yuba	3.31.10	8.11.10	Case study methods which demonstrate how PEI funded programs increase access to prevention and early intervention mental health programs. Will likely include an emphasis on increasing community capacity to provide prevention activities and strategies.

Progress

We have completed most of our site visits and have clustered the counties based upon our assessment of current evaluation capacity. Learning collaborative meetings and technical assistance will be delivered to two cohorts. Cohort one (the ordering is for clarity only)

consists of the following counties: Placer, Sutter-Yuba, Butte and Colusa. Cohort two consists of the following counties: Stanislaus, Solano, San Bernardino, San Luis Obispo and Monterey.

We are in the process of planning the agenda for the first meeting. We will utilize the CDC Framework for evaluation (see proposal for description). We will provide information about each stage in the framework and how to use it to carry out evaluation activities that are PEI specific. In addition, we will propose a menu of technical assistance activities to be carried out at each stage, activities which are based upon assessments from out site visits.

For example, some of the counties we visited are interested in making sure that diverse stakeholders participate in evaluation design and help choose measures of impact or outcome. Engaging stakeholders is a critical stage in the CDC framework, so as we describe how this stage is related to the overall framework, we will suggest technical assistance activities that will increase the participation of a variety of stakeholders. We will work with each of the counties to ensure that the agenda is responsive to their needs.

PROGRAM MATTERS

Agenda Item 8.C.

SUBJECT: Department of Mental Health, Office of Suicide Prevention Presentation

BACKGROUND AND STATUS:

Sandra Black, CA Department of Mental Health, will be presenting on current activity of the Office of Suicide Prevention.

RECOMMENDATIONS:

Information only.

REFERENCE MATERIALS ATTACHED:

- DMH Presentation (*Handout*)

ADMINISTRATIVE MATTERS

Agenda Item 9.A.

SUBJECT: Draft Purchasing and Procurement Policies

BACKGROUND AND STATUS:

At last month's board meeting, staff presented a proposed new Purchase and Procurement Policy modeled in part on a similar policy adopted by First 5 Monterey County. Since then, the proposed new Purchase and Procurement Policy has been revised to eliminate specific reference to PEI Statewide Projects, in view of the potential that CalMHSA may expand to other functions later. Also, after concern was expressed that the initial threshold for the RFP process was too low, the threshold was revised to \$100,000. To provide a more specific procedure for members of committees preparing RFPs, Section 6 was revised to change the requirement to "declare a conflict" to a requirement of completion of a Non-Conflict Statement.

Also provided is the revised Conflict of Interest Policy, and the newly edited Non-Conflict Statement. The policy has been revised to encompass the expanded language in the Procurement Policy and the needed parameters addressing the PEI Plan.

The Statement of Non-Conflict of Interest has been developed to clearly document acknowledgment of conflict and to have a developed process for compliance of the Conflict of Interest Policy.

RECOMMENDATION:

Approval of the resolutions adopting the revised Procurement Policy and the Conflict of Interest & Non-Conflict of Interest Statement.

REFERENCE MATERIALS ATTACHED:

- Resolution 10-01 Purchasing and Procurement Policy
- Resolution 10-02 Conflict of Interest Policy and Non-Conflict Statement

PURCHASING AND PROCUREMENT POLICY
FOR
CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

Resolution No. 10-01
Replacement of Resolution 09-08

WHEREAS, the California Mental Health Services Authority (“CalMHSA”) adopted an initial procurement policy specifying broad principals regarding competitive and non-competitive procurement, authorization to procure, and conflicts of interest;

WHEREAS, the initial version of the Procurement Policy did not address the specifics of Requests for Proposals and other methods of procurement, or exceptions to the requirement of competitive procurement; and

WHEREAS, the Board wishes to provide additional guidance in these areas;

NOW THEREFORE BE IT RESOLVED THAT:

The Board of Directors of CalMHSA hereby adopts the following revised policy to govern its procurement of goods and services.

**CalMHSA
PURCHASING AND PROCUREMENT POLICY**

SECTION 1: PURPOSE

The purpose of this purchasing policy is to provide a framework describing the different methodologies used to procure goods and services. The methodologies described below are intended to insure fairness and accountability in the selection process while affording the flexibility necessary to efficiently conduct the business affairs of CalMHSA.

SECTION 2: POLICY

California Mental Health Services Authority (CalMHSA) is a Joint Powers Authority (JPA) of county (and in some cases, city) mental health programs (Counties) acting jointly. Under its Joint Exercise of Powers Agreement, CalMHSA has the power to enter into contracts necessary or appropriate to carry out its purpose. No individual may contract on behalf of CalMHSA unless he or she has been specifically delegated authority by this policy or other act of the CalMHSA Board of Directors.

CalMHSA is not required to award a contract for services to the proposal with the lowest cost. CalMHSA will select the service provider that best meets the needs of the Program.

SECTION 3: PURCHASE OF GOODS

Procurement of goods by CalMHSA must be approved by the Board, or by Committee of the Board to whom such authority is delegated.

The purchase of goods with the unit cost of less than \$100,000 for the same or similar goods from the same vendor in the same fiscal year may be procured using an informal selection process as described in Section 5.

The purchase of goods over \$100,000 for the same or similar goods from the same vendor in the same fiscal year requires an Invitation to Bid (ITB) as described in Section 7 or a similar process. Incremental contracting with the same vendor cannot be used to avoid the requirements of this policy.

SECTION 4: PURCHASE OF SERVICES

Procurement of services by CalMHSA must be approved by the Board, or by a Committee of the Board to whom such authority is delegated; provided, however, that any contract for administrative or legal services shall be approved by the full Board.

The purchase of services less than \$100,000 for the same or similar services from the same vendor in the same fiscal year may be procured by using an informal selection process as described in Section 5.

The purchase of services over \$100,000 for the same or similar services from the same vendor in the same fiscal year requires a Request for Proposals process unless the Selection Process Exceptions in Section 8 apply.

The Board has the authority to extend a contract in order to enable the contractor to complete the Scope of Work as long as there are no additional costs incurred.

Incremental contracting with the same vendor cannot be used to avoid the requirements of this policy.

SECTION 5: INFORMAL SELECTION PROCESS

No documented process is required for purchases of the same or similar goods or services from a single vendor in the same fiscal year if the total purchase price does not exceed \$5,000.

For purchases of the same goods or services from a single vendor in the same fiscal year above \$5,000 but less than \$100,000, an Informal Selection Process involves a price request over the phone, fax or email from at least three vendors and selecting the vendor that best fits CalMHSA's needs, considering quality and price. The request and any responses must be documented. If it is not possible to obtain at least three offers, the reasons should be documented in writing. A written record must be created for phone solicitations. An Informal Selection

Process may be used only if the goods or services are clearly defined and a potential vendor can give an accurate price quotation. If the goods or services are not so clearly defined, the procedures in Sections 6 or 7 should be used instead.

Upon successful completion of the initial term, contracts for services procured through an informal selection process may be extended for up to an additional year if it is in CalMHSA's best interest to do so.

For purchases of goods or services from a single vendor in the same fiscal year above \$100,000, the procedures in Sections 6 and 7 apply.

SECTION 6: REQUEST FOR PROPOSALS (RFP)

A Request for Proposal (RFP) is used for solicitation purposes when CalMHSA's requirements are not well defined but CalMHSA needs to achieve specified outcomes. The solicitation requires the potential vendor to prepare a written proposal that explains in detail how the potential vendor plans to meet CalMHSA's requirements. Innovative ideas and techniques that may benefit CalMHSA may be included in the proposal.

An RFP award is not made based on the lowest price, but upon technical superiority of the proposal within a reasonable proximity to the other proposed prices. The initial term and provisions for allowable extensions will be specified in the RFP.

The full possible contract term includes the initial term and any allowable extensions as specified in the RFP. After the full contract term and any allowable extensions, CalMHSA will evaluate the service delivery and determine whether to conduct a new selection process or whether it is in CalMHSA's best interest to extend the contract with the same provider for the same or similar services.

NOTE: This paragraph uses words and phrases defined in Section 9. Persons who have a relationship with a potential Proposer may not be involved in drafting the RFP. Before an RFP for a particular program is prepared, members of the Board or Committee responsible for preparing the RFP will be expected to complete a Non-Conflict Statement. Any person with a "conflict of interest" must declare it and take no part in preparation of the RFP.

An RFP should contain the following:

1. A brief description of CalMHSA and its purpose.
2. A description of the overall program of which the RFP is a part.
3. A clear and concise Requirements Statement describing the problem to be solved and what the Proposer is expected to accomplish. The requirements statement may include standards for quality and quantity, expected deliverables and time lines, outcome evaluation, eligibility requirements, staffing requirements, or financial requirements. The specifications contained in the requirements statement shall be nonrestrictive to provide an equal basis for competition and participation and an optimum number of potential vendors.

4. A statement of the budget for the service to be provided, or price limitations if there is not a specified budget amount. The budget or price description will describe the payment provisions under the contemplated contract, including a percentage limit on administrative costs, an absolute prohibition of payment beyond the contract price, and notice of any applicable holdback pending distributions of funds by DMH or other funding source in that such entities may have a policy of holding their final distribution until they receive completed fiscal and programmatic reports.
5. Proposer responsibility criteria that may include references, financial statements, licenses, bonding and insurance.
6. A sample of the contract the successful proposer will be expected to sign. The contract will incorporate provisions required by statute, by DMH and/or the OAC, and by CalMHSA. The RFP shall include a statement that by submitting a proposal, the Proposer has no objection to the attached draft or any of its provisions such that, if selected, the Proposer will enter into a final agreement based upon the sample contract.
7. Submission criteria including a calendar of key dates and times, instructions where and to whom proposals are to be submitted, and any formatting requirements.
8. A description of the review process and criteria for evaluating the proposal. The RFP shall set forth the criteria and may include the weight each is given. An oral interview may be included as part of the review process. Selection shall be based on the proposal most advantageous to CalMHSA based on the findings of the review panel.
9. Terms and conditions of the RFP process including, but not limited to CalMHSA's right to reject all proposals, amend, or cancel the RFP at any time for any reason before the contract is executed, to accept all or a portion of any proposal, and to waive any minor irregularities or informalities in any proposal, and to request clarification from any proposer.
10. A stated appeals process outlining the time, place and person to whom an appeal must be filed.
11. A contact person at CalMHSA who is available during the RFP process.
12. A statement that all proposals shall be treated as confidential until the selection process is completed, but thereafter all proposals will be deemed public records.

Proposals must be received at the time and place specified in the RFP solicitation. Late proposals cannot be accepted. Proposals remain confidential until a contract is executed.

While specifications can be obtained from potential service providers, CalMHSA is responsible for ensuring that those specifications are not unduly restrictive.

An RFP may be amended if the change is issued in writing in the form of an Addendum to all vendors who received the original solicitation and advertised in a manner consistent with the original RFP.

Review Panel

Members of the review panel will be appointed by CalMHSA staff, subject to approval by the President of CalMHSA's Board or other Board member designated by the President. Review panel composition may include, but is not be limited to, mental health consumer and family

representatives, subject matter experts, staff, Board members, and members of other specialties as may be indicated by a particular set of proposals.

All review panel members must sign a Non-Conflict Statement and comply with CalMHSA's Conflict of Interest Policy. Review panel deliberations are confidential.

Review Panel Recommendation to Board for Approval

The review panel evaluates the proposal and recommends the proposal to the board for approval. Board members with a conflict of interest as to any of the Proposers must recuse themselves from deliberations and voting. The Board then determines whether to accept the proposal, or some part thereof, accept another proposal, or restart the process.

Should it become apparent that a Request for Applications or Request for Qualifications process would be suitable, the board may adopt procedures consistent in spirit with this Policy.

SECTION 7: INVITATION TO BID (ITB)

An Invitation to Bid (ITB) is used to obtain clearly specified goods in excess of \$100,000 from the same vendor in the same fiscal year. The initial term and provisions for allowable extensions will be specified in the ITB. After the initial term, CalMHSA may extend or enter into a new contract with the same vendor for the same or similar goods without conducting a new selection process if the vendor is meeting the service delivery goals. After the second term or the contract, CalMHSA will review the contract and determine whether or not a new selection process is needed or if it is in CalMHSA's best interest to continue the contract.

All ITBs shall include the following:

1. A clear and concise specification that describes the goods sought, but it must not be too restrictive. For instance, if the specification requires "brand name or equal," the bidder offering "equal" must submit complete specifications and/or samplers with their bids. Determination of equity is the sole discretion of CalMHSA.
2. The bidder's responsibility criteria that may include references, plan capacity, credit data, financial statements, licenses, bonding and insurance.
3. Submission criteria that may include a calendar of key dates and times, instructions where and to whom bids are to be submitted, the number of bids to be submitted, cost/pricing instructions, signature requirements and contact information.
4. Terms and conditions that will be incorporated into the purchase order or contract including, but not limited to, CalMHSA's right to reject all bids, amend, or cancel the ITB at any time for any reason before the contract is executed, to accept all or a portion of any bid, and to waive any minor irregularities or informalities in any bid and to request clarification from any bidder.

After the bids are opened, they are evaluated by the individual, committee or panel to whom the Board has delegated authority for that purpose. Bids are to be evaluated based on the requirements set forth in the ITB, which may include criteria to determine acceptability such as

inspection, testing, quality, workmanship, delivery, or suitability for a particular purpose. The evaluation shall be based on the face value of the bid and shall consider the following cost factors: the total bid price including discounts, the unit or extended price and the administrative costs, hour rates for specified personnel, CalMHSA's administrative costs, maintenance costs and warranty provisions, life cycle cost, repurchase value or residual value of goods after a specified number of years in cases where the residual value can be objectively ascertained, the cost and rate of consumables, freight shipping and handling, assembly and start up.

The evaluation shall also include consideration of the following responsibility and responsiveness factors: general reputation and experience of the bidder, the bidder's ability to service CalMHSA, financial ability to meet the requirements, prior knowledge of and experience with the bidder based on past performance, nature and extent of company data furnished by bidder upon request, size and location of bidder's warehouse, bidder's ability to meet delivery and stocking requirements, bidder's experience with commodities or systems, length of time the commodities or systems have been on the market, adherence to the requirements and condition of the ITB, quality and quantity of merchandise offered, compatibility with existing commodities or systems, overall completeness of the commodity line offered and delivery or completion date. After the panel evaluates the bids, the award shall be made to the lowest responsible responsive bidder that meets the ITB requirements.

SECTION 8: COMPETITIVE SELECTION PROCESS EXCEPTIONS

All goods or services over \$5,000 shall be procured by a competitive selection process unless the Board determines one of the circumstances below is satisfied. The selection process or the exception must be documented.

1. Sole Source. If the goods or services are a sole source a written justification is required, and the written justification must be distributed with the agenda materials in advance of the meeting at which the contract is approved. One or more of the following factors may justify use of a sole source contract.
 - a. The uniqueness of a vendor's capabilities or goods offered to meet the needs of CalMHSA as compared to other contractors.
 - b. There is only one viable provider of the required service in the geographic area.
 - c. The prior experience of the proposed vendor is vital to the goods or services.
 - d. The facilities, staff or equipment the proposed vendor has that are specialized and vital to the services required.
 - e. Whether the contractor has a substantial investment that would have to be duplicated at the expense of CalMHSA if another vendor provided services.
 - f. The vendor's ability to provide goods or services in the required time frame.
 - g. Retaining professional services, such as but not limited to, an attorney, auditor, manager or administrator, to maintain expertise, continuity, consistency and knowledge of CalMHSA.
 - h. After a solicitation of a number of sources, competition is determined to be inadequate.
 - i. Patent rights or copyrights or secret processes the contractor possesses, compatibility with existing CalMHSA goods.
 - j. Existing equipment maintenance programs or contracts.

- k. All relevant providers of a particular service in the geographic area will receive funding.
- l. CalMHSA is contemplating a Program unlike any previously conducted and therefore has insufficient information to develop an RFP process or identify potential competitive providers.
- 2. Emergency. When goods or services are necessary to further the purpose of the Act or for the protection of CalMHSA personnel or property and time is of the essence.
- 3. State, County, or Federal Vendor. CalMHSA may use a vendor under contract with the State, a County, or Federal vendor without a competitive selection process if the State, County or Federal contract was procured by a competitive selection and the vendor accepts the same terms of the contract.

SECTION 9: DEFINITIONS

- 1. “Conflict of interest.” A person has a conflict of interest if the person, the person’s spouse, the person’s dependent child, or the person’s resident relative has an “economic interest” in or “disqualifying relationship” with a Provider; and
 - a. It is foreseeable that the decision will have a material effect on the “economic interest” of the person (or the person’s spouse or dependent child or resident relative) which is distinguishable from its effect on the public generally, or
 - b. It is foreseeable that the decision will have a material effect on the economic interest of a Proposer with whom the person (or the person’s spouse or dependent child or resident relative) has a significant relationship.
- 2. “Disqualifying relationship” means the position of officer, director, employee or volunteer, regardless of whether the position is compensated.
- 3. “Economic interest” means any fee, money, or financial gain, or other valuable benefit received directly or indirectly from or by reason of any dealings with or service for CalMHSA. “Economic interest” includes, but is not limited to, investments, business positions, interests in real property, services, and reportable sources of income.
- 5. “Provider” means a person or organization that provides goods or services to CalMHSA, and includes but is not limited to Proposers and Sub-Contractors.
- 6. “Proposer” means a person or organization responding to a Request for Proposals or Invitation to Bid.
- 7. “Sub-Contractor” means a current sub-contractor of the Proposer, or a sub-contractor under a proposed agreement with the Proposer.

CONFLICT OF INTEREST POLICY
AND
NON-CONFLICT STATEMENT
FOR
CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

Resolution No. 10-02

WHEREAS, the Board of the California Mental Health Services Authority (“CalMHSA”) wishes to avoid all actual or apparent conflicts of interest in its procurement process; and

WHEREAS, the Purchasing and Procurement Policy addresses the addresses authority and procedure but does not establish a procedure for recognizing and reporting conflicts that might affect that procedure; and

WHEREAS, Section 6 of the Purchasing and Procurement Policy provides that those preparing RFPs and those reviewing Proposals are required to submit a Non-Conflict Statement; and

WHEREAS, the Board wishes to avoid influence on its decision making process by those with actual or perceived conflicts of interest;

NOW THEREFORE BE IT RESOLVED THAT:

The Board of Directors of CalMHSA hereby adopt the following Conflict of Interest Policy and approve the following Non-Conflict Statement.

CalMHSA

CONFLICT OF INTEREST POLICY

SECTION 1: PURPOSE

The purpose of this policy is to define a conflict of interest and to establish a procedure for recognizing and reporting conflict of interest issues.

SECTION 2: POLICY

CalMHSA promotes business practices that comply with conflict of interest and disclosure requirements, including but not limited to, the California Political Reform Act of 1974 and California Government Code sections 1090-1097 and 1125-1129. When a Board member, staff

member, contractor or agent in a position to influence a decision or who has decision making power identifies a conflict of interest, that person must not participate in or give consideration to the matter from that point forward.

SECTION 3: DEFINITIONS

1. “Conflict of interest.” A person has a conflict of interest if the person, the person’s spouse, the person’s dependent child, or the person’s resident relative has an “economic interest” in or “disqualifying relationship” with a Provider; and
 - a. It is foreseeable that the decision will have a material effect on the “economic interest” of the person (or the person’s spouse or dependent child or resident relative) which is distinguishable from its effect on the public generally, or
 - b. It is foreseeable that the decision will have a material effect on the economic interest of a Proposer with whom the person (or the person’s spouse or dependent child or resident relative) has a significant relationship.
2. “Disqualifying relationship” means the position of officer, director, employee or volunteer, regardless of whether the position is compensated.
3. “Economic interest” means any fee, money, or financial gain, or other valuable benefit received directly or indirectly from or by reason of any dealings with or service for CalMHSA. “Economic interest” includes, but is not limited to, investments, business positions, interests in real property, services, and reportable sources of income.
4. “Influence or decision making power.” A person has decision making power when the person is a board member, committee member or review panelist for CalMHSA and has the power to recommend or approve a proposal, bid or contract with a Provider. A person has influence when he or she discusses, advises, or makes recommendations to a person with decision making power either directly or indirectly, that is, without significant intervening substantive review.
5. “Provider” means a person or organization that provides goods or services to CalMHSA, and includes but is not limited to Proposers and Sub-Contractors.
6. “Proposer” means a person or organization responding to a Request for Proposals or Invitation to Bid.
7. “Sub-Contractor” means a current sub-contractor of the Proposer, or a sub-contractor under a proposed agreement with the Proposer.

Government salaries, per diem expenses and reimbursement for travel from a nonprofit entity, are all specifically excluded from the definition of income under the Fair Political Practices Act. Salaries from a nonprofit agency are considered an “economic interest”.

A Government salary also does not constitute an interest in a contract (under Government Code section 1090) unless the contract directly involves the department of the entity that employs a

person in a decision making position, in which case, the person discloses the interest on the record and does not participate in the decision.

SECTION 4: PROHIBITIONS

A person with influence or decision making power at CalMHSA is prohibited from:

1. Serving on a board, committee or review panel that evaluates a proposal or application by a Provider as to whom the person has a conflict of interest.
2. Deliberating or voting on a proposal or application by a Provider as to whom the person has a conflict of interest.
3. Negotiating on behalf of CalMHSA with a Provider as to whom the person has a conflict of interest.
4. Attempting to influence, directly or indirectly, a decision or selection by CalMHSA with regard to a Provider as to whom the person has a conflict of interest.
5. Preparing a Request For Proposal if the person has a conflict of interest as to a Proposer expected to respond to that Request For Proposal.

SECTION 5: REPORTING A CONFLICT OF INTEREST

When a person with influence or decision making power first becomes aware of a conflict of interest or potential conflict of interest regarding a matter before CalMHSA or a committee or panel thereof, he or she must notify CalMHSA's Executive Director in writing. This notification shall include a description of the material facts relating to the conflict of interest. The Executive Director will determine if a conflict of interest or potential conflict of interest exists and the appropriate action to take.

When a Board Member has a conflict regarding a matter before the Board or Committee, as the issue is called, the Board Member must state on the record that he or she has or may have an interest in the matter, that he or she has not participated in any discussions, and he or she will not be participating in the matter. The Board Member should then leave the room while the matter is considered.

The fact of the disclosure and the Board Member's abstention from the matter will be recorded in the minutes of the Board or Committee meeting.

Each Board Member is personally responsible for his or her conduct and can be prosecuted civilly and criminally for violations under the California Political Reform Act of 1974, among other laws. Board Members may contact the Fair Political Practices Commission, the State enforcement agency, directly to discuss their individual issues. Resources available from the Fair Political Practices Commission include www.fppc.ca.gov and 1-866-ASK-FPPC.

Staff members, contractors, consultants, or agents of CalMHSA who identify a conflict of interest or potential conflict of interest, must notify the Executive Director immediately.

SECTION 6: ANNUAL REPORTING REQUIREMENTS

All persons identified in the Appendix to CalMHSA's Conflict of Interest Code must file a Form 700, Statement of Economic Interest, in accordance with the California Political Reform Act of 1976.

To assist in the early identification of possible conflicts, Board Members must file an annual statement listing all organizations which they are affiliated with as an employee, director or officer. The statement should be updated when any changes occur.

SECTION 7: COUNTIES AS SERVICE PROVIDERS: ELIGIBILITY REQUIREMENTS

Member Counties or Cities are eligible enter into contracts with CalMHSA as Providers if the following requirements are adhered to: The County's or City's representative on CalMHSA's Board must to recuse himself or herself from any participation or consideration of the contract before the Board, Committee or Review Panel considering the matter; and the Board member may not participate in any way in the preparation of the RFP, presentation of the proposal in response to the RFP, discussion of the proposal with other Board Members, or participation in the deliberation and vote on the proposal. The recusal requirement applies to Committee meetings as well as Board meetings.

STATEMENT OF NON-CONFLICT OF INTEREST

CalMHSA
Request for Proposals No. _____
[name of project]

I acknowledge that I have been appointed as a member of a Committee that will prepare a Request for Proposals (RFP), or as a Member of a Review Panel to review proposals submitted in response to an RFP.

I understand that persons preparing RFPs and reviewing proposals must be free of any real or perceived conflict of interest. For purposes of this Statement, I understand that a conflict of interest exists whenever I have any relationship with a Proposer or Sub-Contractor of a Proposer that could interfere with my ability to exercise objectivity in the evaluation process.

I understand that if I participate in preparation of an RFP or on a Review Panel and have a conflict of interest, the process may be tainted and may have to be started over.

As used in this document, "Proposer" means a person or organization who has responded or expects to respond to the Request for Proposals described above. Throughout this document, "Sub-Contractor" means a prospective or current sub-contractor of the Proposer, or a sub-contractor under a proposed agreement with the Proposer.

Circumstances that may create a real or perceived conflict of interest include, but are not limited, to the following situations in which I:

1. Have a monetary or personal interest in the outcome of the RFP or evaluation process regarding the proposals.
2. Am employed or has been employed by a Proposer or have a close relative (spouse, parent, child, or sibling) who is so employed by the Proposer.
3. Am an officer, director, or volunteer for a Proposer.
4. Am employed or has been employed by a Sub-Contractor or have a close relative (spouse, parent, child, or sibling) who is so employed by the Sub-Contractor.
5. Am or have been a consultant to the Proposer or a Sub-Contractor.
6. Am or have been a student, intern, trainee, volunteer or any other non-paid staff placed at a program of the Proposer or a Sub-Contractor.
7. Have a close personal relationship with an individual or individuals employed at, placed at, or volunteering at a program of the Proposer or a Sub-Contractor.
8. Am currently receiving or have previously received services from a Proposer or a Sub-Contractor.
9. Have a spouse, parent, child, or sibling who is currently receiving or who has previously received services from a Proposer or a Sub-Contractor.
10. Have a close personal relationship with an individual who is currently receiving or who has previously received services from a Proposer or a Sub-Contractor.

11. Have submitted or been directly or indirectly involved in preparing the proposal of a Proposer.

THIS SECTION FOR REVIEW PANELISTS ONLY: I have reviewed the following list of Proposers that have submitted proposals that are under consideration by this RFP Evaluation Panel:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

and Sub-Contractors:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

After due consideration and review of the above,

1. I affirm that to the best of my knowledge neither I, any member of my immediate family, nor a person with whom I have a close personal relationship has a material personal or financial interest or fiduciary relationship with any actual or anticipated Proposer or Sub-Contractor under the RFP that I am preparing or reviewing proposals in response.
2. I affirm to the best of my knowledge that there is no conflict or potential conflict of interest that would preclude me from participating in preparation of the RFP or the evaluation process and in rendering a fair and impartial service and that none of the circumstances or situations that may create a real or perceived conflict of interest exist.
3. I further certify that I have no bias, whether positive or negative, toward any actual or anticipated Proposer or Sub-Contractor and there exists no circumstance that would prevent me from fairly specifying requirements or evaluating proposals under the RFP.

4. I further agree to give written notice to CalMHSA's Executive Director if at any time during this process, my personal, financial, or fiduciary relationship to one of the Proposers or Sub-Contractors is altered and a real or perceived conflict of interest should arise or I am no longer able to affirm that I can render fair and impartial service free of bias.

Name: _____
Signature Date

Name: _____
Print Name Title

CalMHSA

CONFLICT OF INTEREST POLICY

SECTION 1: PURPOSE

The purpose of this policy is to define a conflict of interest and to establish a procedure for recognizing and reporting conflict of interest issues.

SECTION 2: POLICY

CalMHSA promotes business practices that comply with conflict of interest and disclosure requirements, including but not limited to, the California Political Reform Act of 1974 and California Government Code sections 1090-1097 and 1125-1129. When a Board member, staff member, contractor or agent in a position to influence a decision or who has decision making power identifies a conflict of interest, that person must not participate in or give consideration to the matter from that point forward.

SECTION 3: DEFINITIONS

1. “Conflict of interest.” A person has a conflict of interest if the person, the person’s spouse, the person’s dependent child, or the person’s resident relative has an “economic interest” in or “disqualifying relationship” with a Provider; and
 - a. It is foreseeable that the decision will have a material effect on the “economic interest” of the person (or the person’s spouse or dependent child or resident relative) which is distinguishable from its effect on the public generally, or
 - b. It is foreseeable that the decision will have a material effect on the economic interest of a Proposer with whom the person (or the person’s spouse or dependent child or resident relative) has a significant relationship.
2. “Disqualifying relationship” means the position of officer, director, employee or volunteer, regardless of whether the position is compensated.
3. “Economic interest” means any fee, money, or financial gain, or other valuable benefit received directly or indirectly from or by reason of any dealings with or service for CalMHSA. “Economic interest” includes, but is not limited to, investments, business positions, interests in real property, services, and reportable sources of income.
4. “Influence or decision making power.” A person has decision making power when the person is a board member, committee member or review panelist for CalMHSA and has the power to recommend or approve a proposal, bid or contract with a Provider. A person has influence when he or she discusses, advises, or makes recommendations to a person with decision making power either directly or indirectly, that is, without significant intervening substantive review.

5. “Provider” means a person or organization that provides goods or services to CalMHSA, and includes but is not limited to Proposers and Sub-Contractors.
6. “Proposer” means a person or organization responding to a Request for Proposals or Invitation to Bid.
7. “Sub-Contractor” means a current sub-contractor of the Proposer, or a sub-contractor under a proposed agreement with the Proposer.

Government salaries, per diem expenses and reimbursement for travel from a nonprofit entity, are all specifically excluded from the definition of income under the Fair Political Practices Act. Salaries from a nonprofit agency are considered an “economic interest”.

A Government salary also does not constitute an interest in a contract (under Government Code section 1090) unless the contract directly involves the department of the entity that employs a person in a decision making position, in which case, the person discloses the interest on the record and does not participate in the decision.

SECTION 4: PROHIBITIONS

A person with influence or decision making power at CalMHSA is prohibited from:

1. Serving on a board, committee or review panel that evaluates a proposal or application by a Provider as to whom the person has a conflict of interest.
2. Deliberating or voting on a proposal or application by a Provider as to whom the person has a conflict of interest.
3. Negotiating on behalf of CalMHSA with a Provider as to whom the person has a conflict of interest.
4. Attempting to influence, directly or indirectly, a decision or selection by CalMHSA with regard to a Provider as to whom the person has a conflict of interest.

SECTION 5: REPORTING A CONFLICT OF INTEREST

When a person with influence or decision making power first becomes aware of a conflict of interest or potential conflict of interest regarding a matter before CalMHSA or a committee or panel thereof, he or she must notify CalMHSA’s Executive Director. This notification shall include a description of the material facts relating to the conflict of interest. The Executive Director will determine if a conflict of interest or potential conflict of interest exists and the appropriate action to take.

When a Board Member has a conflict regarding a matter before the Board or Committee, as the issue is called, the Board Member must state on the record that he or she has or may have an interest in the matter, that he or she has not participated in any discussions, and he or she will not be participating in the matter. The Board Member should then leave the room while the matter is considered.

The fact of the disclosure and the Board Member's abstention from the matter will be recorded in the minutes of the Board or Committee meeting.

Each Board Member is personally responsible for his or her conduct and can be prosecuted civilly and criminally for violations under the California Political Reform Act of 1974, among other laws. Board Members may contact the Fair Political Practices Commission, the State enforcement agency, directly to discuss their individual issues. Resources available from the Fair Political Practices Commission include www.fppc.ca.gov and 1-866-ASK-FPPC.

Staff members, contractors, consultants, or agents of CalMHSA who identify a conflict of interest or potential conflict of interest, must notify the Executive Director immediately.

SECTION 6: ANNUAL REPORTING REQUIREMENTS

All persons identified in the Appendix to CalMHSA's Conflict of Interest Code must file a Form 700, Statement of Economic Interest, in accordance with the California Political Reform Act of 1976.

To assist in the early identification of possible conflicts, Board Members must file an annual statement listing all organizations which they are affiliated with as an employee, director or officer. The statement should be updated when any changes occur.

SECTION 7: COUNTIES AS SERVICE PROVIDERS: ELIGIBILITY REQUIREMENTS

Member Counties or Cities are eligible enter into contracts with CalMHSA as Providers if the following requirements are adhered to: The County's or City's representative on CalMHSA's Board must to recuse himself or herself from any participation or consideration of the contract before the Board, Committee or Review Panel considering the matter; and the Board member may not participate in any way in the preparation of the RFP, presentation of the proposal in response to the RFP, discussion of the proposal with other Board Members, or participation in the deliberation and vote on the proposal. The recusal requirement applies to Committee meetings as well as Board meetings.

ADMINISTRATIVE MATTERS
Agenda Item 9.B.

SUBJECT: Draft Core Values

BACKGROUND AND STATUS:

In drafting and finalizing the CalMHSA Purpose and Vision statements, it was determined that a Values Statement was needed as well. A draft version of the statement was presented and discussed at the August 12, 2010 board meeting. A revised version was presented at the September 10, 2010 board meeting where further comments were received and incorporated.

CalMHSA shall continually promote:

- *Systems and services which strengthen and transform community mental health and reduce disparities in access, utilization and outcomes by age, race, ethnicity and gender;*
- *Efficiency, expertise, innovation, accountability and quality;*
- *Transparency and stakeholder input;*
- *Prevention and early intervention;*
- *Community collaboration; cultural competence;*
- *Client/family-driven mental health system for children, transition age youth adults, older adults;*
- *Wellness focus, including recovery and resilience;*
- *Integrated service experiences and interactions; (integration may occur in other systems such as primary care, aging services, education, etc)*
- *Qualified, culturally competent and diverse public mental health workforce with the knowledge and skills to work with age-specific and racially, ethnically and culturally diverse populations.*

RECOMMENDATION:

Approval of CalMHSA core values.

REFERENCE MATERIALS ATTACHED:

- None

CALMHSA – GENERAL DISCUSSION
Agenda Item 10

SUBJECT: Report from CalMHSA Executive Director – John Chaquica

BACKGROUND AND STATUS:

CalMHSA Executive Director, John Chaquica, will provide general information and updates regarding the JPA.

- JPA Agreement Status
- CalMHSA Draft Quarterly Newsletter
- Teleconference Availability at Board Meetings

RECOMMENDATIONS:

For discussion and/or action should action be deemed appropriate.

REFERENCE MATERIALS ATTACHED:

- CalMHSA Draft Quarterly Newsletter Template (*Handout*)