

# Board of Directors Meeting

## AGENDA

January 14, 2010

3:30 p.m. – 5:30 p.m.



Doubletree Hotel

2001 Point West Way

Sacramento, CA 95815

(916) 929-8855

California Mental Health Service Authority

(CalMHSA)

Board of Directors Meeting

Agenda

Thursday, January 14, 2010

3:30 p.m. – 5:30 p.m.

Doubletree Hotel

2001 Point West Way

Sacramento, CA 95815

(916) 929-8855

*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 or (916) 859-4805 (fax). 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: 2125 19<sup>th</sup> Street, Sacramento, CA 95818, during normal business hours.*

**1. CALL TO ORDER**

**2. INTRODUCTIONS**

**3. PUBLIC COMMENTS**

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

**4. APPROVAL OF AGENDA AS POSTED (OR AMENDED)**

**\* = Material on Agenda Item Enclosed**

5. **CONSENT CALENDAR-** If the Board would like to discuss any item listed, it may be pulled from the Consent Calendar. 3
- A. Approval of New Applicants for Membership in CalMHSA
  - \*B. Minutes from the December 10, 2009, Board of Director’s Meeting
  - C. Governing Document: Review and discuss CalMHSA draft Bylaws
- Recommendation: Formally approve the Consent Calendar**
6. **FINANCIAL MATTERS**
- \*A. CalMHSA Financial Report 11  
**Recommendation: For discussion and/or action should action be deemed appropriate.**
  - \*B. CalMHSA Public Officials Liability Approval Quote 15  
**Recommendation: For discussion and/or action should action be deemed appropriate.**
7. **NEW MEMBER OUTREACH/DEVELOPMENT**
- A. Discussion regarding CalMHSA Membership Development-Conference Attendance 26  
**Recommendation: For discussion and/or action should action be deemed appropriate.**
  - B. Update on Survey Responses 27  
**Recommendation: For discussion and/or action should action be deemed appropriate.**
  - \*C. Placer County Counsel-Edits to Bylaws 28  
**Recommendation: For discussion and/or action should action be deemed appropriate.**
8. **ADMINISTRATIVE MATTERS**
- A. Technical Assistance and Capacity Building Statewide Projects 30  
**Recommendation: For discussion and/or action should action be deemed appropriate.**
  - B. CalMHSA MOU with Department of Mental Health 31  
**Recommendation: For discussion and/or action should action be deemed appropriate**
  - \*C. Oversight Accountability Commission (OAC) Guidelines 32  
**Recommendation: For discussion and/or action should action be deemed appropriate.**
  - D. CalMHSA Strategic Planning 58  
**Recommendation: For discussion and/or action should action be deemed appropriate.**

9. **ADJOURNMENT**

**\* = Material on Agenda Item Enclosed**

January 14, 2010

Agenda Item 5

**CONSENT CALENDAR**

**SUBJECT: Consent Calendar**

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**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. Approval of New Applicants for Membership in CalMHSA
  - Placer County
- B. Minutes from the December 10, 2009 Board of Director's Meeting
- C. Governing Document: Review and Discuss CalMHSA Bylaws

**RECOMMENDATION:**

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

**REFERENCE MATERIALS ATTACHED:**

\*Minutes from the December 10, 2009 Board of Director's Meeting

**MINUTES**  
**CALIFORNIA MENTAL HEALTH SERVICE AUTHORITY**  
**BOARD OF DIRECTORS MEETING-REGULAR MEETING**

Doubletree Hotel Sacramento, CA

December 10, 2009

**MEMBERS PRESENT**

Allan Rawland, MSW, CalMHSA President, San Bernardino County  
Mike Oprendek, LCSW, CalMHSA Vice President, Solano County  
Dr. Wayne Clark, PhD, CalMHSA Secretary, Monterey County  
Denise Hunt, MFT, CalMHSA Central area Rep., Stanislaus County  
Curtis Boewer, MPA, MFT, CalMHSA Treasurer, Colusa County  
Dr. Karen Baylor, PhD, MFT, CalMHSA Southern Area Rep., San Luis Obispo  
Edward Walker, LCSW, CalMHSA Board Member, Butte County  
Brad Luz, CalMHSA Alternate Board Member, Sutter/Yuba County

**MEMBERS ABSENT**

None.

**STAFF PRESENT**

John Chaquica, CPA, MBA, ARM, George Hills Company, Inc  
Kim Santin, CPA, George Hills Company, Inc  
Meliah Bird, George Hills Company, Inc.  
Doug Alliston, Murphy, Campbell, Guthrie & Alliston

**MEMBERS OF THE PUBLIC**

Alice Washington, California Institute for Mental Health (CiMH)  
Stephanie Welch, California Mental Health Directors Association (CMHDA)  
Patricia Ryan, CMHDA  
Dr. Sandra Naylor-Goodwin, CiMH  
Ann Collentine, Oversight Accountability Commission (OAC)  
Michael Laffin, Colusa County  
Karen Hurley, Stanislaus County  
Karen Stockton, Modoc County  
Bailaeo LaHaie, Humboldt County  
Michelle Callesas, Sacramento County  
Lima Zykofsky, Sacramento County  
Will Rhett-Mariscal, CiMH

**1. CALL TO ORDER**

The meeting was called to order at 3:30 p.m. by President, Allan Rawland.

**2. INTRODUCTIONS**

Those present introduced themselves.

**3. PUBLIC COMMENT**

Question from Karen Stockton from Modoc County regarding cost for membership. Staff responded there is a membership application fee, and a monthly administration fee based on population. Colusa County was charged \$33.00 a month. It was clarified the total fee was not required by each County. Staff was instructed to send the fee details to Karen Stockton.

**4. APPROVAL OF AGENDA AS POSTED (OR AMMENDED)**

**The Board considered approval of the agenda as posted or amended.**

**\*\*Dr. Naylor-Goodwin requested Item 7.D. Technical Assistance and Capacity Building Statewide projects to be moved to first Item of Agenda. The Board voted and approved Item 7.D. to be taken out of order.\*\***

***Dr. Clark motioned to approve the agenda. Seconded by Mr. Opredek Motion passed unanimously.***

**7.D. Technical Assistance and Capacity Building Statewide Projects**

Dr. Naylor-Goodwin and Will Rhett-Mariscal representing CiMH, presented a power point presentation to the Board regarding the Technical Assistance and Capacity Building Statewide Projects. CiMH met with representatives from each member County the group adopted Project One: PEI Evaluation and Continuous Quality Improvement. Four projects were presented to the staff of each County and this Project was targeted as a priority. The goal is to make this project community inclusive. Some of the project will be learning collaborative and some of the project will be individual. There would be two phases to the project. Phase one would be the local PEI evaluation and framework and the cost is estimated between \$100,000 and \$120,000. Each County will receive a plan, a framework, and evaluation at the end of the project. Each County will be met with initially, and specific needs will be evaluated at which time the information will be collected and again a collaborative learning meeting will take place. Phase Two the deliverables would give each county an implemented and defined framework and training. Phase two would consist of the training and the implementation and the cost is estimated between \$110,000 and \$130,000. Dr. Clark asked for a copy of the presentation to be sent to all members. Mr. Walker asked for a list of benefits and how this project will help operationally. Ms. Hunt wanted clarification in regards to the evaluation. Mr. Rhett-Mariscal clarified the evaluation would be on a local level and share what each County is doing and what is working and not working. Mr. Walker also suggested having the project offer a response burden included, so that it is properly evaluated for all Counties.

Ms. Hunt raised the question as to how non-member Counties may want to participate in, not specific to this proposal but those in the future. Mr. Opredek suggested including some state wideness, such as early intervention. Mr. Opredek also suggested offering information to other Counties that are not actual participants. Staff suggested to the Board will have to review as to how to handle in the future new members joining as well as the financials. This project on an annual basis, would take

approximately 20% of the projects funds, staff asked CiMH as to if this was on target. Dr. Naylor-Goodwin responded it would depend on the other projects, and that a budget can always be made to fit the funds available. The projects would promote both collaborative and local learning.

***Mr. Boewer motioned to approve the preliminary plan by CiMH and await their Budget and Scope of Work at the January meeting. Seconded by Dr. Baylor. Dr. Clark and Ms. Hunt abstained. Motion passed unanimously.***

## **5. NEW MEMBER OUTREACH/DEVELOPMENT**

### **5.A. Approval of New applicants for Membership**

No new applicants were presented for membership. Staff asked the Board if they would like a letter to be sent out as an outreach. Mr. Walker and Mr. Boewer indicated they would be working alongside mall Counties and offering any assistance available. Dr. Clark indicated the JPA was still a standing item on the Bay Area Counties meeting. Mr. Oprendeck also asked for a section to be put on the website that possibly indicated in detail – How to Join the JPA. Mr. Oprendeck suggested placing in the How to Join section: Samples of what to take to the Board, membership application, Bylaws, and talking points. The Board instructed staff to re-send a Zoomerang Survey to evaluate any Counties that may need assistance. All Board members agreed to reach out to surrounding Counties and put those Counties in contact with their staff to assist in needs or difficulties they may be encountering with their Board of Supervisors.

### **5.B. Discussion regarding CalMHSA Membership Development and Conference attendance**

Staff presented the information and estimated cost to participate in the CiMH Behavioral Health Information Management Conference in April. The Board discussed as to whether or not this conference would be beneficial. Mr. Walker felt that this conference would not be as beneficial as possibly the February conference in Riverside, California. Karen Stockton from Modoc County stated a conference would not be as beneficial as more local assistance with the Counties who are trying to become members and is having difficulties with their Boards. Mr. Walker suggested possibly looking at the marketing and survey responses as to who we still need to reach and what is the best way to reach those individuals. Mr. Walker suggested the Policy Forum in February. Mr. Walker also suggested sending letters to the California State Association of Counties (CSAC) and the County Administrative Officers association of California (CAOAC) to either be part of a public venue or part of a meeting agenda to introduce the JPA and at that time answer any questions or concerns. Staff was instructed to research the estimated costs of the February Policy Forum Conference in Riverside as well as draft letters to both CSAC and CAOAC. Karen Stockton stated the Counties need assistance in joining versus information about the JPA.

***Mr. Oprendeck motioned to instruct staff to research the Policy Forum Conference in February as well as sending introduction letters. Seconded by Mr. Walker. Motion passed unanimously.***

## **6. CONSENT CALENDAR**

### **6.A. Minutes from November 13, 2009 Board of Directors Meeting.**

**6.B. Statement of Facts Roster of Public Filing-Update****6.C. Governing Document: Review and Discuss Draft CalMHSA Bylaws**

*Dr. Clark motioned to approve the consent calendar items 6.A – 6.C. Seconded by Mr .Boewer. The motion carried unanimously.*

**7. ADMINISTRATIVE MATTERS****7.A. CalMHSA MOU with Department of Mental Health**

Mr. Alliston presented an update to the Board in regards to his meeting with the Department of Mental Health (DMH) as well as the status of the MOU. Mr. Alliston stated there are currently three versions of the MOU. Two versions from DMH, one referring to Welfare and Inst. Code 5897 (b) and another version referring to Welfare and Inst. Code 5897 (a). The third version is Draft #7 by CalMHSA. After meeting with DMH he felt there are options as to how this may be done. One option referred to a 59<sup>th</sup> County, which would be able to use the fiscal tracker the DMH already has established but did not protect from reversion. Another option was to follow similar to the CalFHA process, a form of conditional re-assignment. The third option would be to directly assign to the JPA in a form of a sub-contract. Mr. Opredek was also at the meeting and felt there was not disagreement in regards to the MOU it was just a matter of figuring the proper language and mechanism to complete it. Mr. Opredek indicated it was noted in the meeting an important figure in this process would be resigning at the end of the month, Mr. Mark Heilman. Mr. Heilman has been a large part of the process and it was stated it may be beneficial to try and get this finalized before Mr. Heilman leaves.

Mr. Opredek also indicated encouraging DMH to complete their info notice so it may be distributed with the MOU. One objective is to determine what the 19 Counties who have already assigned some of their funds will do in regards to the MOU. There would then need to be an agreement between DMH and the JPA to re-assign or get access to those funds. The second issue was how to get the funds moved. The counties would assign there funds to DMH, who in turn would send the funds to the JPA. Mr. Boewer stated Mr. Heilman indicated there are still MHSA funds sitting in the account and will revert if something is not done. Mr. Walker indicated a teleconference can be held to speed up the next steps of the process. DMH is referring to the Controller/Auditor definition as to expended. Stephanie Welch stated she feels the problem is the fiscal tracking of the funds from County to state to JPA. The stakeholder process was also discussed in that trying to incorporate the process into one source instead of the County and the State and the JPA having to complete reports. The question remains as to if other Counties who are not members can participate and if so how and also as to the administrative fees on the JPA side that will need to be worked out.

Mr. Alliston concluded the MOU was close to being completed but still needed work. The Board instructed Mr. Alliston to continue working with DMH and indicated they would assist in empowering him to finalize the MOU.

Stephanie Welch from CMHDA stated after the most recent CMHDA meeting she was instructed to assist the JPA in any way possible to make sure a meeting between Senator Steinberg, Department of Mental Health (DMH), Oversight and Accountability Commission (OAC), and CalMHSA as soon as possible.

\*\*Mr. Allan Rawland left the meeting at 4:52 p.m.

\*\*Dr. Wayne Clark left the meeting at 4:55 p.m.

#### **7.B. CalMHSA Resolutions 09-05, 09-06, 09-07 JPA Agreement Revisions**

Staff presented Resolution 09-05-JPA Agreement Revision Article Five. The Resolution is an attempt to amend the voting structure of CalMHSA. Humboldt County and other smaller Counties were concerned with the current voting system. This Resolution was to address the Voting issue. The Resolution indicates that the CalMHSA will follow the CSAC Voting system in that one County one vote will be the method of voting, unless the Board wishes to use weighted voting which is reviewed annually as to calculations. The Resolution will stand until the JPA Agreement is amended in the future. If adopted the JPA agreement would be amended at a later time after more Counties have joined the JPA. At the time the JPA Agreement is amended each County will take these changes to their individual Board's for approval.

***Mr. Boewer motioned to adopt Resolution 09-05. Seconded by Dr. Baylor. Dr. Clark and Mr. Rawland were absent. Motion passed unanimously.***

Staff presented Resolution 09-06-JPA Addition Article Three to the Board. This Resolution was created by request from Humboldt County regarding the addition of an article three titled Creation of the Authority. The Resolution refers to Government Code 6508.1, and the responsibility for, specific debts, liabilities, or obligations of the Authority. If adopted the JPA agreement would be amended at a later time after more Counties have joined the JPA.

***Mr. Walker motioned to adopt Resolution 09-06. Seconded by Ms. Hunt Dr. Clark and Mr. Rawland were absent. Motion passed unanimously.***

Staff presented Resolution 09-07-JPA Agreement Amendment Article One to the Board. This Resolutions was developed by request of Humboldt County and their concern with be responsible financially for more than they could undertake as a smaller County. Each County would not be responsible for in an amount greater than the amount to which the member previously agreed. If adopted the JPA agreement would be amended at a later time after more Counties have joined the JPA.

***Ms. Hunt motioned to adopt Resolution 09-07 Seconded by Mr. Luz. Dr. Clark and Mr. Rawland were absent. Motion passed unanimously.***

#### **7.C. CalMHSA Resolution 09-08 Procurement Policy**

Staff presented Resolution 09-08-Procurement Policy to the Board. The full Board will be needed to accept procurement for services. Those who are on the Board and have other obligations to other Boards may be part of a service needed for the JPA will abstain from voting on items pertaining to those entities. The policy was said to be efficient, fair, and open. Dr. Baylor had questions in regards to the dollar amount referred to in the policy. The policy allows for the Board to then vote accepting the services regardless of the cost of the project. If adopted this policy would then be used for all future service needs of CalMHSA. The policy allows for the Board to vote amending the policy if needed.

***Mr. Boewer motioned to adopt Resolution 09-08. Seconded by Ms.Hunt. Dr. Clark and Mr. Rawland were absent. Motion passed unanimously.***

#### **7.D. Technical Assistance and Capacity Building Statewide Projects**

Item addressed earlier in the meeting.

#### **7.E. CalMHSA Strategic Planning, September 9, 2009**

Staff provided an update to the conference call with Ms. Hunt, Mr. Walker, and George Hills regarding CalMHSA Strategic Planning. Four Goals were discussed: Fully developed JPA Infrastructure, Promote Regional and Statewide Collaboration in Planning, Execution, and Reporting, JPA Administers County Directed Funding, and Contribute to Statewide Accountability. It was concluded that another Strategic Planning session should be set for the first of the year (2010) so that the Vision and Goals can be clearly defined not by sub-committee but by the entire Board.

#### **7.F. CalMHSA Role Descriptions-Org Chart-Rules of Procedure**

Staff presented the ongoing draft Role Descriptions and the Organizational Chart with the most recent suggested changes. Mr. Walker stated the box indicating "Stakeholders" should now be called "Member Counties". Staff acquired a Rules of Procedure handout from the Mental Health Oversight and Accountability Committee (MHSOAC), and created a draft CalMHSA version and used for future informational piece. The handout was descriptive in CalMHSA mission, members, Committees, and organization. Mr. Walker indicated after the discussion regarding the Org Chart, that Stakeholders should now be replaced with Member Counties. The items were to be reviewed by the Board members.

#### **7.G. CalMHSA Website Host and Management**

Staff presented three quotes to the Board for the website hosting and management of CalMHSA website. Proposal Bid #1 from CoChel Communications estimated the first year to cost approximately \$2850.00 and the second year \$600.00. Proposal Bid #2 from That Agency estimated the first year at \$4470.00 and the second year \$720.00. Proposal Bid #3 from Impressions Design estimated the first year at \$3100 to \$4050 and the second year at \$900-\$1800.00. Staff indicated they had experience working with those of Proposal Bid #1, Mady Gorrell who also assisted with the Logo and is familiar with JPA's. Staff also indicated Proposal Bid #1 included all options of the other proposals but at a lower price.

***Mr. Boewer motioned to accept Proposal Bid #1. Seconded by Dr. Baylor. Dr. Clark and Mr. Rawland were absent. Motion passed unanimously.***

**8. FINANCIAL MATTERS**

**8.A. CalMHSA Public Officials Liability Approval Quote**

Staff was instructed to research and obtain quotes for CalMHSA Insurance. No other companies were able to match or beat the first proposal given by John O Bronson Company. Ms. Hunt asked for clarification for the purpose of insurance. Staff indicated the insurance was for the members of CalMHSA. Ms. Hunt asked if this is standard to other JPA's and what insurance they may hold and also Legal Counsel had reviewed the policy and proposal. Mr. Alliston had not yet seen the proposal or policy. Ms. Hunt suggested sending both the proposal and the policy to all CalMHSA members as well as legal counsel for review and requested the item be put back on the agenda for the January Board meeting.

***Ms. Hunt motioned to adjourn the CalMHSA Board of Directors December Meeting. Mr. Luz seconded. The motion carried unanimously.***

**9. ADJOURNMENT**

Meeting was adjourned at 5:13 by Vice President, Mike Oprendeck.

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Respectfully submitted,

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Dr. Wayne Clark, PhD

Secretary, CalMHSA

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Date

January 14, 2010

Agenda Item 6.A.

**FINANCIAL MATTERS**

**SUBJECT: CalMHSA Financial Report**

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**BACKGROUND AND STATUS:**

CalMHSA is currently comprised of the following Members: San Bernardino County, Solano County, Monterey County, Colusa County, San Luis Obispo County, Stanislaus County, Sutter/Yuba County, and Butte County. Optimum Risk Advisors (ORA) along with CalMHSA Treasurer, Curtis Boewer of Colusa County will present an updated Financial Report. An update on the CalMHSA Budget along with a Technical Assistance Budget will also be discussed.

**RECOMMENDATION:**

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

**REFERENCE MATERIALS ATTACHED:**

\*December 31, 2009 Balance Sheet, Income Statement, Cash Flow Statement

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY**

**BALANCE SHEET**

**December 31, 2009**

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**ASSETS**

Current Assets:	<b>2009</b>
Cash CB&T	\$ 214,396.50
Accounts Receivable - Admin Fee	12,641.00
Accounts Receivable - Tech Asst	200,000.00
Total Current Assets	<u>\$ 427,037.50</u>

**LIABILITIES AND NET ASSETS**

Current Liabilities:	
Accounts Payable - Conference Expense Estimate	\$ 2,600.00
Unearned Revenue - Solano County	977.00
Total Current Liabilities	<u>3,577.00</u>
Net Assets - Since Inception of July 1, 2009	<u>423,460.50</u>
Total Liabilities and Net Assets	<u>\$ 427,037.50</u>

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY**

**STATEMENT OF REVENUES, EXPENSES AND  
CHANGES IN NET ASSETS**

**Inception through December 31, 2009**

	<u>2009</u>	<u>JPA Administration</u>	<u>Tech Asst/ Capacity Building</u>
OPERATING REVENUES:			
Technical Assistance/Capacity Building	\$ 436,900.00		\$ 436,900.00
Administrative Fees	49,500.00	\$ 49,500.00	
Total Operating Revenue	<u>486,400.00</u>	<u>49,500.00</u>	<u>436,900.00</u>
OPERATING EXPENSES:			
Administration Services	\$ 38,000.00	\$ 38,000.00	
Conferences - ESTIMATED	2,600.00	2,600.00	
Formation Fees	10,000.00	10,000.00	
Legal Expense	12,339.50	12,339.50	
Total Operating Expenses	<u>62,939.50</u>	<u>62,939.50</u>	<u>-</u>
Change in Net Assets	<u>423,460.50</u>	<u>(13,439.50)</u>	<u>436,900.00</u>
Net Assets, Inception	<u>-</u>		
Net Assets, October 31, 2009	<u>\$ 423,460.50</u>	<u>\$ (13,439.50)</u>	<u>\$ 436,900.00</u>

# CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

## STATEMENT OF CASH FLOWS

Inception through December 31, 2009

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	2009
Cash Flows from Operating Activities:	
Cash Received from Members for Administrative Fee	\$ 37,836.00
Cash Payments for GHC Services	(45,000.00)
Cash Payments for Cimh	(3,000.00)
Cash Payments for Legal Services	(12,339.50)
Tech Asst Money - Members	236,900.00
	<hr/>
Net Cash Provided by Operating Activities	214,396.50
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Cash and Cash Equivalents, Inception	0
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Cash and Cash Equivalents, October 15, 2009	\$ 214,396.50
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Reconciliation of Operating Income to Net Cash Provided by Operating Activities:	
Operating Income	\$ 423,460.50
Adjustment to net cash used by operating activities:	
(Increase) Decrease in A/R	(212,641.00)
(Decrease) Increase in Accounts Payable	2,600.00
(Decrease) Increase in Unearned Revenue	977.00
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Net Cash Provided By (Used For) Operating Activities	\$ 214,396.50
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January 14, 2010

Agenda Item 6.B.

**FINANCIAL MATTERS**

**SUBJECT: CalMHSA Public Officials Liability Approval Quote**

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**BACKGROUND AND STATUS:**

Staff presented the proposal of John O Bronson Co. at the December Board of Directors Meeting. Staff forwarded the policy information per the Boards request to all members as well as Legal Counsel for review.

**RECOMMENDATION:**

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

**REFERENCE MATERIALS ATTACHED:**

\* Public Officials Liability Sample Policy



**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY POLICY**



In consideration of the premium charged, and in reliance upon the statements in the Application attached hereto and made a part hereof, and subject to the Limit of Liability stated in Item 3 of the Declarations and the terms and conditions contained herein, the Company and the Insured agree as follows:

**1. INSURING AGREEMENTS**

To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as Damages resulting from any Claim first made against the Insured during the Policy Period or the Discovery Period (if applicable) and reported to the Company pursuant to the terms of this policy for any Wrongful Act of the Insured in the performance of duties for the Public Entity.

**2. DEFENSE PROVISIONS**

a) The Company shall, in addition to the Limit of Liability, appoint an attorney and defend any Claim against the Insured alleging a Wrongful Act, even if such Claim is groundless, false or fraudulent; and pay on behalf of the Insured Defense Costs.

b) The Insured shall not admit liability or settle any Claim or incur any cost or expense without the written consent of the Company. The Company shall have the right to make such investigation and negotiations and, with the written consent of the Public Entity, such settlement of any Claim as the Company deems expedient. If the Public Entity refuses to consent to any settlement recommended by the Company, the Insured shall thereafter negotiate or defend such Claim independently of the Company and the liability of the Company shall not exceed the amount for which the Claim could have been settled plus Defense Costs incurred with the Company's consent up to the date of such refusal.

c) The Company shall not be obligated to pay any Damages or Defense Costs or to undertake or continue defense of any Claim after the Limit of Liability has been exhausted by payment of Damages or after deposit of the applicable limit of the Company's liability in a court of competent jurisdiction, and in such case the Company shall have the right to withdraw from the further defense thereof by tendering control of said defense to the Insured.

**3. DEFINITIONS**

(a) "Arising Out Of" means originating from, having its origin in, growing out of, flowing from, incident to or having connection with, whether directly or indirectly;

(b) "Claim" means a judicial proceeding alleging a Wrongful Act that is filed against an Insured in a court of law or equity and which seeks Damages or other relief. Claim shall also mean an administrative proceeding alleging a Wrongful Act, provided an enforceable award of Damages can be made against an Insured at the administrative proceeding.

- (c) "Damages" means a monetary judgment or settlement agreed to with the consent of the Company.
- (d) "Defense Costs" means reasonable and necessary fees, costs, and expenses incurred by the Company, or incurred by the Insured with the written consent of the Company, (including premiums for any appeal bond, attachment bond, or similar bond but without any obligation to apply for or furnish any such bond) resulting from the investigation, adjustment, defense, and appeal of a Claim against any Insured; provided, however, that Defense Costs do not include salaries of employees or officers of the Company.
- (e) "Employment Practice Violation(s)" means any actual or alleged:
- (1) wrongful dismissal, discharge or termination (either actual or constructive) of employment, including breach of an implied contract;
  - (2) harassment (including sexual harassment whether "quid pro quo", hostile work environment or otherwise);
  - (3) discrimination, (including but not limited to discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability);
  - (4) Retaliation (including lockouts);
  - (5) employment-related misrepresentation(s) to an employee or applicant for employment with the Public Entity;
  - (6) wrongful failure to employ or promote;
  - (7) wrongful deprivation of career opportunity, wrongful demotion or negligent employee evaluation, including the giving of negative or defamatory statements in connection with an employee reference;
  - (8) wrongful discipline;
  - (9) failure to grant tenure;
  - (10) failure to provide or enforce adequate or consistent policies and procedure relating to any Employment Practices Violation;
  - (11) violation of an individual's civil rights relating to any of the above
- but only if the Employment Practices Violation relates to an employee or applicant for employment with the Public Entity whether direct, indirect, intentional or unintentional.
- (f) "Insured" means the Public Entity and:
- (1) all persons who were, now are or shall be lawfully elected or appointed officials or employees while acting for or on behalf of the Public Entity;

- (2) commissions, boards, or other units, and members and employees thereof, operated by and under the jurisdiction of such Public Entity and within an apportionment of the total operating budget indicated in the application for this policy;
  - (3) volunteers acting for or on behalf of, and at the request and under the direction of, the Public Entity;
  - (4) officials and employees of the Public Entity appointed at the request of the Public Entity to serve with an outside tax exempt entity.
- (g) "Policy Period" means the period from the inception date of this policy shown in Item 2 of the Declarations to the earlier of the expiration date shown in Item 2 of the Declarations or the effective date of cancellation of this policy.
- (h) "Public Entity" means the municipality, governmental body, department or unit which is named in Item 1 of the Declarations.
- (i) "Retaliation" means a wrongful act of an Insured relating to or alleged to be in response to any of the following activities: (1) the disclosure or threat of disclosure by an Employee of the Public Entity to a superior or to any governmental agency of any act by an Insured which act is alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder; (2) the actual or attempted exercise by an Employee of the Public Entity of any right that such employee has under law, including rights under workers' compensation laws, the Family and Medical Leave Act, the Americans with Disabilities Act or any other law relating to Employee rights; (3) the filing of any claim under the Federal False Claims Act or any other federal, state, local or foreign "whistle-blower" law; (4) Strikes by Employees of the Public Entity or (5) political affiliation:
- (j) "Wrongful Act" means any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission or Employment Practices Violation by an Insured solely in the performance of duties for the Public Entity.

#### 4. EXTENSIONS

Subject otherwise to the terms hereof, the policy shall cover Claims made against the estates, heirs, or legal representatives of deceased Insureds, and the legal representatives of Insureds in the event of an Insured's incompetency, insolvency or bankruptcy, who were Insureds at the time the Wrongful Acts upon which such Claims are based were committed.

Subject otherwise to the terms hereof, this policy shall cover Claims made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) of an Insured for all Claims arising solely out of his or her status as the spouse of an Insured, including a Claim that seeks damages recoverable from marital community property, property jointly held by the Insured and the spouse, or property transferred from the Insured to the spouse; provided, however, that this extension shall not afford coverage for any Claim for any Wrongful Act of the spouse, but shall apply only to Claims Arising Out Of the Wrongful Acts of an Insured, subject to the policy's terms, conditions and exclusions.

## 5. EXCLUSIONS

This policy does not apply to any Damages or Claim:

- (a) alleging fraud, dishonesty or criminal acts or omissions; however, the Insured shall be reimbursed for the reasonable amount which would have been collectible under this policy if such allegations are not subsequently proven;
- (b) seeking relief or redress in any form other than Damages, or attorney's fees, costs or expenses which the Insured shall become obligated to pay as a result of an adverse judgment or settlement for a Claim seeking such relief; however, the Company shall defend such a Claim in accordance with Clause 2, subject to a Policy Period aggregate; limit of \$100,000. This limit shall be part of the Limit of Liability stated in Item 3 of the Declarations;
- (c) Arising Out Of (1) false arrest, detention or imprisonment, (2) libel, slander or defamation of character, (3) assault or battery, (4) malicious prosecution or abuse of process, (5) wrongful entry or eviction, or invasion of any right of privacy, (6) any allegation relating to the foregoing exclusions 5(c)(1) through 5(c)(5) that an Insured negligently employed, investigated, supervised or retained any person, or based on an alleged practice, custom or policy and including, without limitation, any allegation that the violation of a civil right caused or resulted from such Damages or Claim;
- (d) Arising Out Of (1) bodily injury to, or sickness, disease, emotional distress or death of any person, (2) damage to or destruction of any property, including the loss of use thereof, (3) any allegation relating to the foregoing exclusions 5(d)(1) through 5(d)(2) that an Insured negligently employed, investigated, supervised or retained a person, or based on an alleged practice, custom or policy and including, without limitation, any allegation that the violation of a civil right caused or resulted from such Damages or Claim;
- (e) Arising Out Of inverse condemnation, temporary or permanent taking, adverse possession or dedication by adverse use;
- (f) Arising Out Of strikes, riots or civil commotions;
- (g) Arising Out Of the failure to effect or maintain any insurance or bond, which shall include, but not be limited to, insurance provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges or any other plan or agreement of risk transfer or assumption; however, the Company will defend such a Claim but without obligation to pay Damages;
- (h) Arising Out Of the gaining in fact of any profit or advantage to which the Insured is not legally entitled; the return of taxes, assessments, penalties, fines or fees; any award of salary, wages or earnings;
- (i) alleging, Arising Out Of, based upon, attributable to, or in any way involving, directly or indirectly:
  - (1) the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants, or

- (2) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants.

"Pollutants" include, but are not limited to, any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, asbestos, lead and Waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed;

- (j) Arising Out Of the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste storage or disposal site or any other nuclear facility, or the transportation of nuclear material;
- (k) Arising Out Of a breach of fiduciary duty, responsibility or obligation in connection with any employee benefit or pension plan, or to any amount due under any fringe benefit or retirement program; however, the Company will defend such a Claim but will have no obligation to furnish any benefits due or pay Damages;
- (l) brought by or on behalf of one Insured against another Insured, however, as respects any Claim alleging an Employment Practices Violation, this exclusion shall only apply to cross-claims or counter-claims brought by one Insured against another Insured;
- (m) Arising Out Of breach of contract, except this exclusion shall not apply to any Claim alleging an Employment Practices Violations;
- (n) Arising Out Of the operation of or activities of any schools, airports, transit authorities, hospitals, clinics, nursing homes or other health care operations, utilities, housing authorities, jails or detention facilities, law enforcement agencies or fire fighting authorities unless specifically included in Item 7 of the Declarations or by endorsement attached
- (o) for fines, penalties, or punitive, exemplary or the multiplied portion of multiplied Damages; however, only where permitted by law, this policy shall cover, subject to all the terms, conditions and exclusions contained herein, up to \$50,000 punitive, exemplary or the multiplied portion of multiplied Damages, as part of and not in addition to the Limit of Liability of the Company otherwise afforded by this policy;
- (p) arising from all pending or prior litigation or hearing as well as future Claims Arising Out Of said pending or prior litigation or hearing. If this policy is a renewal of a policy issued by the Company, this exclusion shall only apply with respect to a pending or prior litigation or hearing prior to the effective date of the first policy issued and continuously renewed by the Company;
- (q) Arising Out Of, based upon or attributable to the facts alleged, or to the same or related Wrongful Acts alleged or contained, in any Claim which has been reported, or in any circumstances of which notice has been given, under any policy of which this policy is a renewal or replacement or which it may succeed in time;
- (r) Arising Out Of any Wrongful Act prior to the inception date of the first policy issued by the Company and continuously renewed and maintained, if on or before such date any Insured knew or could have reasonably foreseen that such Wrongful Act could lead to a Claim.

The following exclusions shall also apply to any Claim alleging an Employment Practices Violation(s)

This policy does not apply to any Damages or Claim:

- (s) Arising Out Of any obligation pursuant to any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law; provided, however, this exclusion shall not apply to a Claim for Retaliation;
- (t) Arising Out Of any violation of the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, any rules or regulations of the foregoing promulgated thereunder and amendments thereto or any similar provisions of any federal, state, local or foreign statutory law or common law; provided however, this exclusion shall not apply to a Claim for Retaliation;
- (u) Arising Out Of any costs or liability incurred by any Insured to modify any building, property or facility to make said building, property or facility more accessible or accommodating to any disabled person as mandated by the Americans With Disabilities Act of 1992, and as amended, or any similar federal, state or local law, regulation or ordinance.

## 6. LIMIT OF LIABILITY

- (a) The total liability of the Company for all Damages arising from all Claims made against the Insured during the Policy Period and during the Discovery Period, if applicable, shall not exceed the Limit of Liability stated in Item 3 of the Declarations. The inclusion herein of more than one Insured shall not increase the Limit of Liability of the Company. The Limit of Liability stated in Item 3 of the Declarations shall apply to all Claims Arising Out Of the same Wrongful Act or related Wrongful Acts.
- (b) If additional Claims are subsequently made which Arise Out Of the same Wrongful Act or series of continuous, repeated or interrelated Wrongful Acts as Claims already made and reported to the Company, then all such Claims, whenever made, shall be considered first made within the Policy Period or the Discovery Period in which the earliest Claim Arising Out Of such Wrongful Act or series of continuous, repeated or interrelated Wrongful Acts was first made and reported to the Company, and all such Claims shall be subject to one such Limit of Liability.
- (c) If two or more policies of Public Officials and Employment Practices Liability Insurance issued by the Company or any other member company of American International Group, Inc. ("AIG") apply to the same Claim for which the Insured is liable, then the Company shall not be liable under this policy for a greater proportion of Defense Costs and Damages than the liability of the Company under this policy bears to the total liability of the AIG member companies under all such applicable valid and collectible insurance issued by the AIG member companies; however, the maximum amount payable under all such policies shall not exceed the Limit of Liability of that policy referred to above that has the highest applicable Limit of Liability. In determining the applicable Limit of Liability of any policy for purposes of this paragraph, it shall not be a factor that Defense Costs may be payable as part of the Limit of Liability, in addition to the Limit of Liability or subject to a sublimit of liability. Nothing contained herein shall be construed to increase the Limit of Liability of this policy.

## 7. DEDUCTIBLE

Subject to the Limit of Liability, exclusions and other terms of this policy, the Company shall only be liable for those Damages and Defense Costs which are in excess of the Deductible stated in Items 4(a) or 4(b) of the Declarations. This Deductible shall apply to each Wrongful Act or Employment Practice Violation or series of continuous, repeated or interrelated Wrongful Acts or Employment Practice Violations and shall be borne by the Public Entity and remain uninsured. The Public Entity shall also be responsible for payment of the Deductible. The Company may direct the Public Entity to make partial or full payment of the Deductible to others.

## 8. NOTICE / CLAIM REPORTING PROVISIONS

**Notice hereunder shall be given in writing to the Company named in Item 6 of the Declarations at the address indicated in Item 6 of the Declarations.**

**If mailed, the date of mailing shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice. A Claim shall be considered to have been first made against an Insured when written notice of such Claim is received by any Insured, by the Public Entity on the behalf of any Insured or by the Company, whichever comes first.**

- (a) The Public Entity or the Insureds shall, as a condition precedent to the obligations of the Company under this policy, give written notice to the Company of any Claim made against an Insured as soon as practicable and either:
- (1) anytime during the Policy Period or during the Discovery Period (if applicable)
  - (2) within 30 days after the end of the Policy Period or the Discovery Period (if applicable), as long as such Claim is reported no later than 30 days after the date such Claim was first made against an Insured.
- (b) If written notice of a Claim has been given to the Company pursuant to Clause 8(a) above, then any Claim which is subsequently made against the Insureds and reported to the Company Arising Out Of the facts alleged in the Claim for which such notice has been given, or alleging any Wrongful Act which is the same as or related to any Wrongful Act alleged in the claim of which such notice has been given, shall be considered made at the time such notice was given.
- (c) If during the Policy Period or during the Discovery Period (if applicable) the Public Entity or the Insureds shall become aware of any circumstances which may reasonably be expected to give rise to a Claim being made against the Insureds and shall give written notice to the Company of the circumstances and the reasons for anticipating such a Claim, with full particulars as to dates, persons and entities involved, then any Claim which is subsequently made against the Insureds and reported to the Company Arising Out Of such circumstances or alleging any Wrongful Act which is the same as or related to any Wrongful Act alleged or contained in such circumstances, shall be considered made at the time such notice of such circumstances was given.

## 9. DISCOVERY CLAUSE

(a) Automatic Discovery Period

If the Company or the Public Entity shall cancel or refuse to renew this policy and the Public Entity does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the Public Entity shall have the right to a period of sixty (60) days following the effective date of such cancellation or non-renewal in which to give written notice to the Company of any Claim made against the Insured during said 60 day period for any Wrongful Act before the end of the Policy Period. This Automatic Discovery Period shall immediately expire upon the purchase of replacement coverage by the Public Entity.

(b) Optional Discovery Period

If the Company or the Public Entity shall cancel or refuse to renew this policy, the Public Entity shall have the right, upon payment of an additional premium of 50% of the total policy premium, to a period of twelve (12) months following the effective date of such cancellation or non-renewal in which to give written notice to the Company of any Claim made against the Insured during said twelve (12) month period for any Wrongful Act before the end of the Policy Period. This right shall terminate, however, unless written notice of such election together with the additional premium due is received by the Company within thirty (30) days after the effective date of cancellation or non-renewal. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.

## 10. CANCELLATION CLAUSE

This policy may be canceled by the Public Entity by surrender of this policy or by giving written notice to the Company stating when thereafter such cancellation shall be effective. This policy may also be canceled by the Company by delivering to the Public Entity or by mailing to the Public Entity by registered, certified, or other first class mail, at the address shown in Item 1 of the Declarations, written notice stating when, not less than thirty (30) days thereafter, the cancellation shall be effective. However, if the Company cancels this policy because the Public Entity has failed to pay a premium when due, or has failed to reimburse the Company such amounts as the Company has paid as Damages or Defense Costs within the amount of the applicable Deductible, or excess of the Limit of Liability, this policy may be canceled by the Company by mailing to the Public Entity by registered, certified, or other first class mail, at the address shown in Item 1 of the Declarations, written notice stating when, not less than ten (10) days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this policy shall terminate at the date and hour specified in such notice.

If this policy shall be canceled by the Public Entity, the Company shall retain the customary short rate proportion of the premium hereon. If this policy shall be canceled by the Company, the Company shall retain the pro rata proportion of the premium hereon. Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

## 11. REIMBURSEMENT OF THE COMPANY

If the Company has paid any Damages in excess of the Limit of Liability or Damages or Defense Costs within the applicable Deductible, the Insureds, jointly and severally, shall be liable to the Company for any and all such amounts and, upon demand, shall pay such amounts to the Company.

## **12. SUBROGATION**

In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery against any person or organization, and the Insured shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights for the Company. The Insured shall do nothing to prejudice such rights. Any amount recovered in excess of the total payment by the Company shall be restored to the Insured, less the cost to the Company of recovery.

## **13. OTHER INSURANCE**

Subject to Clause 6(c), such Insurance as is provided under this policy shall apply only as excess over any other valid and collectible insurance, self insurance, or indemnification or any similar agreement, whether such other insurance or agreement is stated to be primary, pro rata, contributory, excess, contingent or otherwise.

## **14. COOPERATION CLAUSE**

The Insured shall cooperate with the Company and, upon the Company's request, assist in making settlements and in the conduct of Claims. The Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at the Insured's own cost, voluntarily make any payment, assume any obligation or incur any expense.

## **15. NOTICE AND AUTHORITY**

By the acceptance of this policy, the Public Entity agrees to act on behalf of all Insureds with respect to the giving of notice of Claim, the giving or receiving of notice of cancellation or non renewal, the payment of premiums, the receiving of any premiums that may become due under this policy, consenting to any settlement and exercising the right to the Discovery Period. All Insureds agree that the Public Entity shall act on their behalf.

## **16. ASSIGNMENT**

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; however, subject otherwise to the terms hereof, this policy shall cover the estate heirs, legal representatives or assigns of the Insured in the event of the death, bankruptcy or insolvency of the Insured or the Insured being adjudged incompetent.

## **17. ACTION AGAINST THE COMPANY**

No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the obligation of the Insured to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

Any Insured or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No Insured shall have any right under this policy to join the Company as a party to any action against other Insureds or the Public Entity to determine the Insureds' liability, nor shall the Company be impleaded by the Insureds or the Public Entity or their legal representatives. Bankruptcy or insolvency of the Insured or the estate of the Insured shall not relieve the Company of any obligation hereunder.

## **18. REPRESENTATIONS AND SEVERABILITY**

In granting coverage under this policy, it is agreed that the Company has relied upon the statements and representations contained in the application for this policy (including materials submitted thereto and, if this is a renewal application, all such previous policy applications for which this policy is a renewal) as being accurate and complete. All such statements and representations shall be deemed to be material to the risk assumed by the Company, are the basis of this policy and are to be considered as incorporated into this policy.

With respect to such statements and representations, no knowledge or information possessed by any Insured shall be imputed to any other Insured. If any person who executed the application knew that such statement or representation was inaccurate or incomplete, such statement shall not be imputed to any Insured other than such signator and any other Insureds who knew such statement or representation was inaccurate or incomplete.

## **19. POLICY TERRITORY**

This policy applies to Wrongful Acts committed anywhere in the world provided Claim is made in the United States of America, its territories or possessions, or Canada.

## **20. HEADINGS**

The descriptions in the headings of this policy are solely for convenience, and form no part of the terms and conditions of coverage.

January 14, 2010

Agenda item 7.A.

**NEW MEMBER OUTREACH/DEVELOPMENT****SUBJECT: Discussion regarding CalMHSA Membership Development-Conference Attendance****BACKGROUND AND STATUS:**

The Board instructed staff to look into the cost of attending the California Mental Health Policy Forum February, 2010 held in Riverside, CA.

Wednesday, February 10<sup>th</sup>-Riverside Convention Center  
 California Mental Health Directors Association (CMHDA) Committee Meetings - 10:00 AM - 5:00 PM  
 Governing Board Meeting - 5:30 PM - 9:00 PM

Thursday, February 11<sup>th</sup> –Riverside Convention Center  
 Policy Forum Day - 8:30 AM - 5:30 PM  
 7:30 AM - Registration / 8:30 AM - Conference Begins

Friday, February 12<sup>th</sup> –Mission Inn, Riverside CA-CMHDA Meeting  
 7:45 AM - Registration / 8:30 AM - 12:00 PM

Staff has researched the February Conference and found the following estimates:

Registration	\$298 per person
Exhibit Table	\$500
Staff Costs: Hotel	\$115 per person per night
Car	\$100 each day
Flight	\$150-\$300 roundtrip per person
Per Diem	<u>\$71 (Meals and Incidentals)</u>

APPROXIMATE TOTAL: \$1700-\$2200 (one night stay)

**RECOMMENDATIONS:**

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

**REFERENCE MATERIALS ATTACHED:**

None

January 14, 2010

Agenda item 7.B.

**NEW MEMBER OUTREACH/DEVELOPMENT****SUBJECT: Update on Survey Responses**

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**BACKGROUND AND STATUS:**

An update will be provided by Alice Washington with California Institute of Mental Health (CiMH) regarding the Zoomerang Survey. The survey was sent out to all non-member Counties, regarding their status in the process of joining the JPA. The most recent Zoomerang Survey was sent December 15, 2009 with the following questions asked:

- Is your County considering joining CalMHSA?
- If so, what stage are you at?
- What barriers are you encountering?
- Does your County need any assistance, if so describe?

**RECOMMENDATIONS:**

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

**REFERENCE MATERIALS ATTACHED:**

None

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January 14, 2010

Agenda item 7.C.

**NEW MEMBER OUTREACH/DEVELOPMENT**

**SUBJECT: Placer County Counsel-Edits to Bylaws**

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**BACKGROUND AND STATUS:**

Placer County is interested in becoming a member of CalMHSA. Placer County Counsel has suggested the following edits that once addressed will be able to submit their application for joining.

Current Bylaws read:

12.2.3 Any member seeking to withdraw without proper and effective notice shall be responsible for the full cost of the subsequent year's contribution, and the notice will be deemed effective for the following year.

Placer County Counsel suggests:

12.2.3 Any member seeking to withdraw without proper and effective notice, as described in the bylaws governing that program shall be responsible for the full cost of the subsequent year's contribution, and the notice will be deemed effective for the following year.

Current Bylaws read:

Section 13.2 – Timely Payment: Each Member Entity shall timely pay all premiums, fees, charges and assessments imposed or levied by the Authority.

Placer County Counsel suggests:

Section 13.2 – No General Fund Obligations for JPA Programs

Article one of the JPA states that it "shall be the intent of CMHSA that all such programs are fiscally self-contained requiring no additional funding from members. In addition, the indirect costs to operate the Authority shall be allocated to each of the Programs operated by the Authority as directed by its members." In line with this statement, no member entity shall be responsible for any costs associated with any programs that are not being supported by State funding. Each Member Entity shall timely pay all premiums, fees, charges and assessments imposed or levied by the Authority.

Staff Suggests adding Placer County edits to Section 10.4 of the Revised Draft Bylaws

**RECOMMENDATIONS:**

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

**REFERENCE MATERIALS ATTACHED:**

\*Revised Draft Bylaws: Section 10.3 – 10.9

### Section 10.3 - Program Funds

The accounting method for each program will be in accordance with the provisions of the Bylaws governing that program and the principles established by the Government Accounting Standards Board. The Authority shall establish as separate funds for each major program of the Authority. Each fund shall be a stand-alone fund and be fiscally self-sustaining, unless otherwise approved. The program fund shall be responsive to the requirements of the funding source, if required.

### Section 10.4 – No General Fund Obligations for JPA Programs

Article one of the JPA states that it “shall be the intent of CMHSA that all such programs are fiscally self-contained requiring no additional funding from members. In addition, the indirect costs to operate the Authority shall be allocated to each of the Programs operated by the Authority as directed by its members.” In line with this statement, no member entity shall be responsible for any costs associated with any programs that are not being supported by State funding.

### Section 10.5-Reserve Fund

The Authority may establish a fund for specific reserve needs or for general contingency purposes to assist with fiscal stabilization.

### Section 10.6-Member Accounts

For certain programs and activities it will be necessary for the account of funds be maintained on a member by member basis. Such programs shall note this requirement so that the accounting application can be established at the beginning of such programs.

### Section 10.7-General and Administrative Costs

The Authority shall incur costs that are general and administrative in nature, and which support and all programs administered by the Authority. These funds will be allocated to programs based on a formulaic process, of which shall be approved in the budget process by the board.

### Section 10.8-Specific Programs

The members of the Authority shall be solely responsible for assigning their individual Counties Statewide Prevention and Early Intervention and Technical Assistance and Capacity Building funds allocated to the member. These programs, which are approved by the Board, shall be funded with these assignments. Members may withdraw from these funds as noted in these bylaws.

### Section 10.9-Deposit

The Treasurer may deposit and invest Authority funds, subject to the same requirements and restrictions that apply to the deposit and investment of the general funds in accordance with California Government Code and in accordance with the Investment Policy annually.

January 14, 2010

Agenda Item 8.A.

**ADMINISTRATIVE MATTERS****SUBJECT: Technical Assistance and Capacity Building Statewide Projects**

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**BACKGROUND AND STATUS:**

Dr. Sandra Naylor-Goodwin from California Institute of Mental Health (CiMH) presented a Project Proposal at the December Board Meeting. The Project #1 PEI Evaluation and Continuous Quality Improvement involved two phases. Phase one would be the local PEI evaluation and framework and Phase two would consist of the training and implementation. The Board approved the preliminary plans and asked CiMH to prepare a Budget and Scope of Work for review at the January Board Meeting.

**RECOMMENDATION:**

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

**REFERENCE MATERIALS ATTACHED:**

To be distributed under separate cover

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January 14, 2010  
Agenda Item 8.B.

### **ADMINISTRATIVE MATTERS**

#### **SUBJECT: CalMHSA Memorandum of Understanding (MOU) with Department of Mental Health**

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#### **BACKGROUND AND STATUS:**

At the December Board meeting the next steps were discussed regarding the draft Memorandum of Understanding (MOU) between the Department of Mental Health (DMH) and CalMHSA.

- Meeting December 14, 2009 with OAC

The meeting confirmed that OAC wants an MOU, with provision that OAC wants to ensure being included in the overall plan approval. Separate contract will be needed to address specific funding requirements. The focus of the OAC guidelines still favors joining the JPA. The JPA will have a formal role of all elements.

- Meeting December 22, 2009 with OAC and DMH

DMH, OAC, and CalMHSA along with legal counsel met regarding the MOU. All parties perceived the JPA to be a good solution. The MOU appears to be really close, and the flow of money issues, while not perfect is resolved and must go from DMH to the Counties to the JPA. The Stakeholder input on annual updates is still unclear, DMH and OAC do not agree. DMH and OAC are still working on the draft guidelines and the “when” and “how” appeared to be daunting. The process outlined by Mr. Heilman would be as follows: counties submit plans, OAC issues letter of approval to DMH for each approved plan, DMH initiates a modification to existing MHPA Agreements, DMH issues warrants to counties, Counties transfer funds to JPA, each subsequent year counties submit updated or new plans, and counties annually submit reports on expenditures. Mr. Alliston plans to work with the attorneys from DMH to finalize the MOU. OAC will evaluate the December 22 meeting and attempt to re-draft the guidelines for its Service Committee meeting on January 6<sup>th</sup>.

#### **RECOMMENDATION:**

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

#### **REFERENCE MATERIALS ATTACHED:**

None

January 14, 2010

Agenda Item 8.C.

**ADMINISTRATIVE MATTERS****SUBJECT: Oversight Accountability Commission (OAC) Guidelines****BACKGROUND AND STATUS:**

The Oversight and Accountability Commission (OAC) issued a November 19, 2009 draft of the PEI Statewide Project Funding Flowchart. The OAC intends to vote on the MHSOAC guidelines in January. The objective is to have the Memorandum of Understanding finalized in the hopes that the OAC guidelines will encompass the JPA as well as ability to use the JPA as a mechanism for Statewide Projects. A meeting with the OAC on December 16, 2009 arrived at the following:

- Addressed the Matrix that OAC drafted to clarify the role of the JPA.
- Discussed the stakeholder/interested parties involvement—we will design the process.
- Discussed additional guidelines, from OAC, in areas such as “evaluation” and “monitoring”.
- Focus of guidelines to still favor joining the JPA. This will be furthered with the JPAs commitment to ensure that these dollars will address the “projected activities (as defined in the plans) to have a visible statewide impact.
- OAC to talk to their Service Committee and then further the guidelines based on above.

OAC Service Committee met on January 5, 2010 and both Mr. Rawland and Mr. Alliston were in attendance. The meeting went well and the OAC continues to be very supportive of the JPA as the most appropriate vehicle to get the statewide projects implemented. Commissioner Gould and David Pating were to meet with Dr. Mayberg presumably to press for direct contract between the JPA and DMH. The OAC Guidelines are supposed to be posted for comment by January 8<sup>th</sup> to allow for a second review and possible approval by January 28<sup>th</sup>. Staff will provide further discussion on this matter.

**RECOMMENDATION:**

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

**RERERENCE MATERIALS ATTACHED:**

\*Draft PEI Statewide Project Funding Flowcharts

\*OAC Power Point Presentation January 5, 2010

\*Operational Alternatives Flowchart

# 11/19/2009 DRAFT

## PEI STATEWIDE PROJECT FUNDING FLOWCHART FOR STAFF WORKGROUP DISCUSSION

### MHSOAC Issues Guidelines

County Obtains Stakeholder Input And Decides On One Or More Of The Following Options

#### Option 1—Statewide Projects through JPA

- County develops and submits to DMH and MHSOAC**
- Brief Description of CPP requirements
  - Transfer of responsibility to implement PEI Statewide Projects to JPA
  - Request to Transfer Planning Estimate to JPA (All 4 years may be transferred)
  - County has 30 day review (and public hearing if PEI plan not approved)

- DMH Review, MHSOAC Approval**
- Execution of Agreement document between DMH and JPA

#### Initial Funding

- Phase I: Initial Year Funding provided directly to JPA (Cannot be used for services prior to project approval)
- Phase II: JPA obtains stakeholder input and provides plan update to DMH and MHSOAC including link to strategic plans, project description, budgets, evaluation strategy
- DMH reviews and MHSOAC approves projects

#### Funding For Additional Years

- JPA submits funding request directly to DMH/MHSOAC as plan update/annual updates with a list of approved projects
- JPA provides required reports to DMH/MHSOAC

#### Option 2—Statewide Projects Through Multi-County Collaboration

- County develops and submits to DMH and MHSOAC**
- Brief Description of CPP
  - Certification of meeting MHSO requirements
  - Funding Request—Amount to be provided to the county for the collaborative project(s)
  - Collaborative obtains stakeholder input, develops and provides to counties
    - Identification of Link to Strategic Plans
    - Description of Project(s) and budgets
    - Description of Evaluation Strategy
    - Description of Collaborations including list of other participating counties.
  - County has 30 day review (and public hearing if PEI plan not approved)

- DMH Review, MHSOAC Approval**
- Modification of Agreement (Between DMH and County)

#### Initial Funding

- FY 09/10 and FY 10/11 funding provided to County consistent with existing practice

#### Funding for Additional Years

- County submits funding request as plan update/ annual updates with a list of approved projects
- County provides required reports to DMH/MHSOAC

#### Option 3—Replicable Projects Through Multi-County Collaboration

- County develops and submits to DMH and MHSOAC**
- Brief Description of CPP
  - Certification of meeting MHSO requirements
  - Funding Request—Amount to be provided to the county for the collaborative project(s)
  - Collaborative obtains stakeholder input, develops and provides to counties
    - Identification of Link to Strategic Plans
    - Description of Project(s) and budgets
    - Description of Evaluation Strategy
    - Description of Collaborations including list of other participating counties.
  - County has 30 day review (and public hearing if PEI plan not approved)

- DMH Review, MHSOAC Approval**
- Modification of Agreement (Between DMH and County)

#### Initial Funding

- FY 09/10 and FY 10/11 funding provided to County consistent with existing practice

#### Funding for Additional Years

- County submits funding request as plan update/ annual updates with a list of approved projects
- County provides required reports to DMH/MHSOAC

#### Option 4—Assignment of Funds to DMH for Statewide Projects

- County develops and submits to DMH and MHSOAC**
- Supplemental MHSO PEI Statewide Projects Assignment Agreement (See DMH Information Notice No.: 0825)
  - County has 30 day review (and public hearing if PEI plan not approved)

DMH Review, MHSOAC Approval

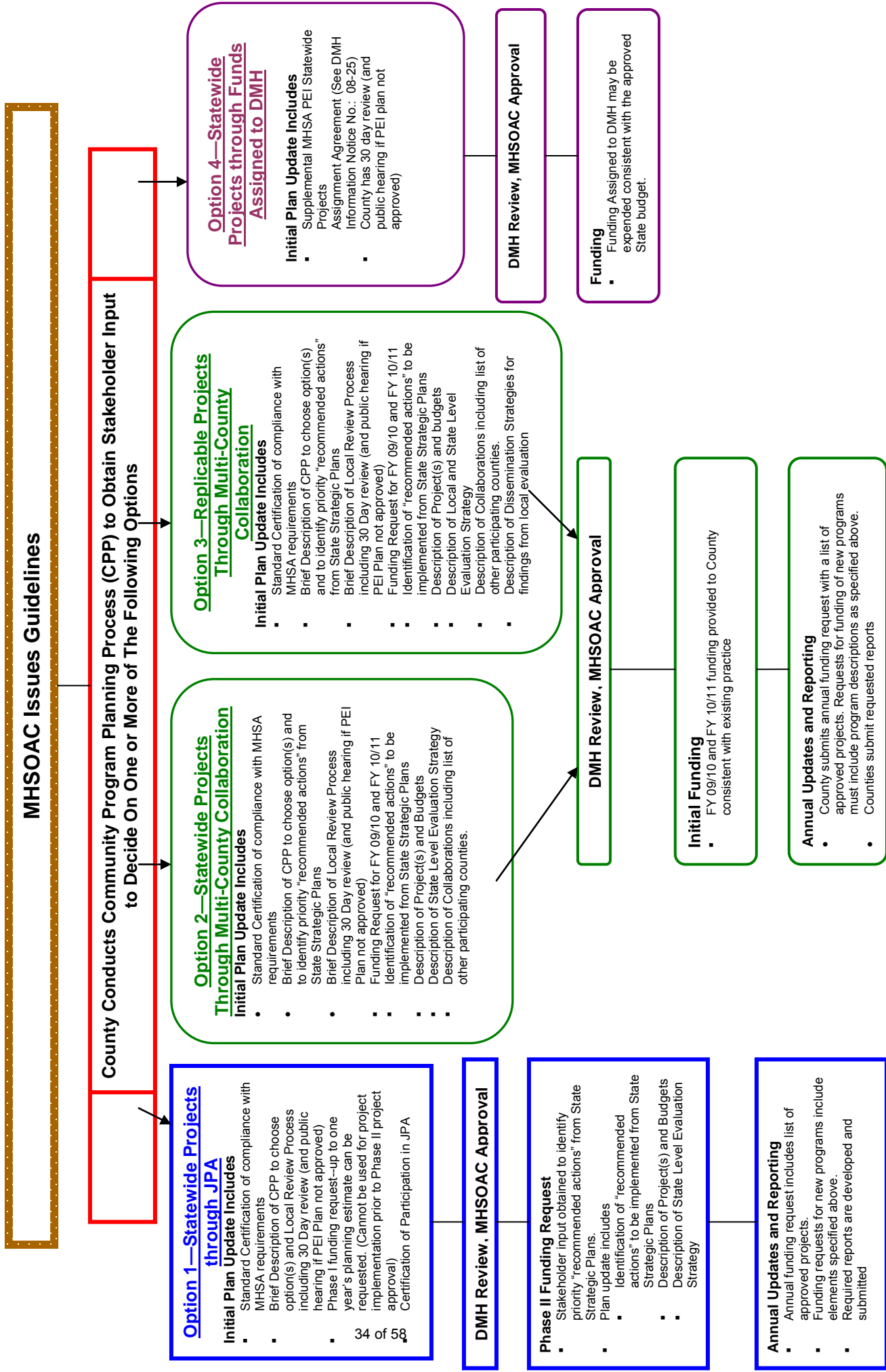
#### Funding

- Funding Assigned to DMH may be expended consistent with the approved State budget.

# 1/4/2010 DRAFT

## PEI STATEWIDE PROJECT FUNDING FLOWCHART

FOR MHSOAC Services Committee Discussion



**Services Committee**  
**Input on**  
**Draft Guidelines for**  
**PEI Statewide Project Funds**

**January 5, 2010**

**Issue:**

The MHSOAC charged MHSOAC staff with developing guidelines for county use of PEI statewide project funds for

- Suicide Prevention
- Stigma and Discrimination Reduction and
- Student Mental Health

Note: Reduction of Disparities project remains under development and is not included in these recommendations.

## **Objective:**

To issue Guidelines that:

- Provide clear direction to counties with a streamlined process to request and receive approval of PEI Statewide Projects Funds being used for “statewide” projects developed through a single statewide entity; and
- Reflect the values and principles adopted by the MHSOAC regarding PEI Statewide Projects Funds for the three project areas

## **Background:**

- On 8/27/09, the MHSOAC provided strategic direction and a timeline for development of guidelines for PEI Statewide Project Funds
- Services Committee developed recommendations to operationalize the values discussed by the MHSOAC into “principles” that could be the basis for such guidelines
- On 9/22/09, the MHSOAC approved principles to be addressed in the guidelines.

## **MHSOAC Principles for PEI Statewide Project Funds**

- Continuous Stakeholder Input
- Conform with Strategic Direction
- Preserve State-wideness
- Collaboration
- Move Forward All Three Projects
- Evaluate Impact
- Consider Incentives
- Core Principles Are Incorporated

## Recap of Events

- 10/20/09 Services Committee input on draft Guidelines
- 10/22/09 MHSOAC meeting - First Read of Guidelines
- 10/22 – 10/31 Additional written public comment period
- 11/4/09 Services Committee reviewed general public comment and proposed changes to draft Guidelines
- 11/5/09 Staff workgroup incorporated input received
- 11/19/09 MHSOAC meeting canceled
- Staff continued to work on refining guidelines and on operational issues with DMH

## **DRAFT Guidelines: Summary of Contents**

- Executive Summary
- Background: History, Core Values and Context
- Requirements for Use of PEI Statewide Project Funds
- Content and Format Requirements to Request Funds
- Forms

## **County Options**

(No Change from 10/20/09 version)

- #1: Statewide Projects through JPA
- #2: Statewide Projects through multi-county collaboration
- #3: Replicable Projects through multi-county collaboration
- #4: Statewide Projects through assignment of funds to DMH

## Option #1

- County provides funds to JPA
- Expedited approval process for release of year 1 funds
- Year 1 funds advanced prior to approval of “recommended actions” and program design\*

\*Funds cannot be used for project implementation prior to Phase II approval

## **Option #2**

- No advancement of funds prior to approval of “recommended actions” and program design

## **Option #3**

- No advancement of funds prior to approval of “recommended actions” and program design
- Additional requirement of local level evaluation and dissemination strategies

## **Option #4**

- Assign up to all 4 years of funds to DMH

## **Changes to Guidelines since 10/20/09 Services Committee Meeting**

- Reorganized content to make it more reader friendly
- Changed terminology
  - “State Strategic Plans”
  - “Replicable Projects” to “Multi-county Replicable Projects”
  - “Project activities” to “Recommended Actions”
- Developed forms

## **Changes since 10/20/09 (Cont'd)**

- Expanded evaluation options
- Clarified local and state level stakeholder input
- Encouraged “across the life span” strategies
- Emphasized past “statewide” stakeholder processes in the development of the approved State Strategic Plans
- County can choose one or more options
- Added description of project and budget requirement

## Issue to be Resolved: Proportionality— Summary of Policy

- Counties must address goals identified for **all three** project areas. Goal is that the statewide projects would be proportional to the amounts budgeted for each project.
  - Very small counties with a population of less than 100,000 must address at least one project area.

## **Issue to be Resolved: How to Achieve Proportionality**

- **Alternative 1**

- **Option 1** (Statewide Projects by JPA)—

- If proportionality is not evident in the program and budget detail provided by the JPA, additional information must be included about how proportionality will be maintained in the larger context of PEI Statewide Project Fund expenditures.

- **Options 2 and 3**--Statewide Project by Multi-county Collaborative or Replicable Projects)—

- Total expenditures in the budget detail provided for that collaborative shall be consistent with the proportions of funds originally intended for the three project areas and evident in the budget detail provided.

## **Issue to be Resolved: How to achieve proportionality?**

- **Alternative 2**

- All Counties would be required
  - to designate which projects will be developed for each of the Options selected
  - with budgeted amounts consistent
    - with the proportions of funds originally intended for the three project areas and
    - evident in the budget detail provided.

## **Policy Issue to be Resolved: Evaluation of Statewide Projects**

- Should the MHSOAC evaluation – yet to be designed – be the only required option for evaluation of “statewide” projects implemented with PEI Statewide Project Funds?

**OR**

- Should a JPA or multi-county collaborative implementing “statewide” projects *be encouraged or required* to develop and implement an evaluation of any “statewide” projects they administer?

## **Policy Issue to be Resolved: Evaluation of Replicable Projects**

- Should the counties participating in “replicable projects” be required to participate in both a local evaluation of the replicable projects and, if applicable, the MHSOAC statewide evaluation?

## **Unresolved Operational Issue**

- **When County Chooses Option 1—  
Statewide Projects through JPA—  
Will it be implemented through**
  - Alternative 1—New direct contract between DMH and JPA
  - or
  - Alternative 2—Existing contract between DMH and county. (County would be paid by state then transfer funds to JPA.)

## **Unresolved Operational Issue**

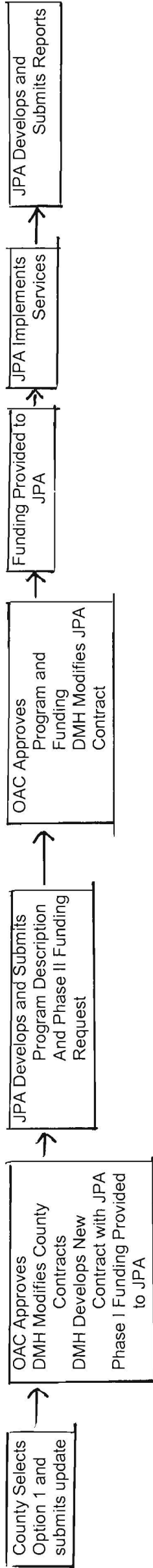
- **Analysis of Alternatives**
  - Stakeholder process same
  - No impact on reversion policy
  - Accountability—both options provide accountability for funding.
  - Workload—varying impact on workload for those involved.
  - Other issues?
- **Which promotes timely implementation of statewide PEI projects?**

## **Next Steps**

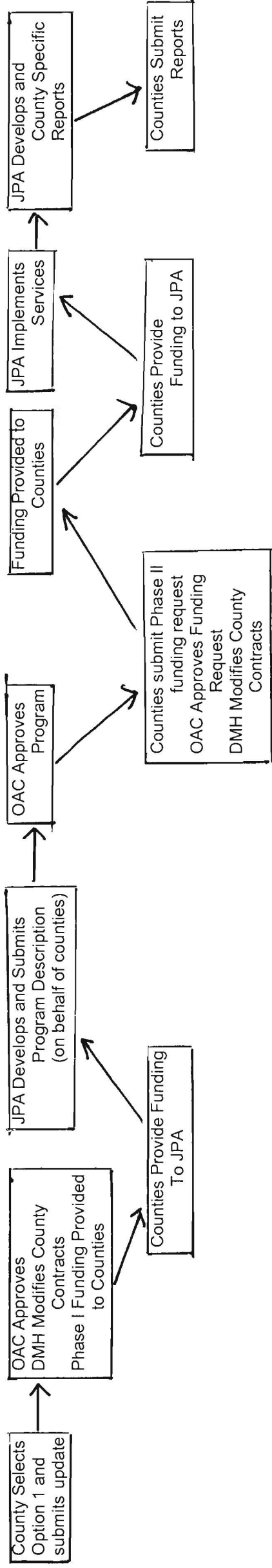
- 1/8/10 Release draft Guidelines
- 1/8 – 1/18 General written comment period
- 1/28/10 MHSOAC meeting – 2<sup>nd</sup> Read of Guidelines and possible approval
- Tentative: February 2010 approved Guidelines scheduled to be issued

**OPERATIONAL ALTERNATIVES  
PEI STATEWIDE PROJECT FUNDS  
Option 1: Statewide Projects Through JPA  
DRAFT FOR DISCUSSION AT  
1/5/10 MHSOAC Services Committee Meeting**

**Alternative 1—New Direct Contract with JPA**



**Alternative 2—Existing Contracts with Counties**



January 14, 2010  
Agenda Item 8.D.

**ADMINISTRATIVE MATTERS**

**SUBJECT: CalMHSA Strategic Planning**

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**BACKGROUND AND STATUS:**

Staff presented the revised goals at the December 10, 2009 Board Meeting. Staff recommended that a date be set for another Strategic Planning session. The sub-committee comprised of Ms. Hunt, Mr. Walker, and George Hills Company was unable to move forward with any other Strategic Planning decisions and recommended the Board set another Strategic Planning Session.

The Vision Statement as well as the CalMHSA Goals will need the participation and efforts of the entire CalMHSA Board.

**RECOMMENDATION:**

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

**REFERENCE MATERIALS ATTACHED:**

None