

Board of Directors Meeting

AGENDA

February 10, 2010

2:00 p.m. – 5:00 p.m.



Riverside Convention Center

3443 Orange Street

Riverside, CA 92501

(951) 346-4700

California Mental Health Service Authority

(CalMHSA)

Board of Directors Meeting

Agenda

Wednesday, February 10, 2010

2:00 p.m. – 5:00 p.m.

Riverside Convention Center

3443 Orange Street

Riverside, CA 92501

(951) 346-4700

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 19th 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 CalMHSA 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 January 14, 2010, Board of Director's Meeting*
 - C. Governing Document: Review and discuss CalMHSA draft Bylaws
Recommendation: Formally approve the Consent Calendar
6. **FINANCIAL MATTERS**
- A. Budget Projection 2010/2011 and Formation Costs 10
Recommendation: For discussion and/or action should action be deemed appropriate.
7. **NEW MEMBER OUTREACH/DEVELOPMENT**
- A. Discussion regarding CalMHSA Membership Development* 11
Recommendation: For discussion and/or action should action be deemed appropriate.
8. **ADMINISTRATIVE MATTERS**
- A. Technical Assistance and Capacity Building Statewide Projects* 12
Recommendation: For discussion and/or action should action be deemed appropriate.
 - B. CalMHSA Agreement with Department of Mental Health (DMH) 27
Recommendation: For discussion and/or action should action be deemed appropriate
 - C. Oversight and Accountability Commission (OAC) Guidelines* 28
Recommendation: For discussion and/or action should action be deemed appropriate.
 - D. CalMHSA Website* 30
Recommendation: For discussion and/or action should action be deemed appropriate.
 - E. CalMHSA Strategic Planning 32
Recommendation: For discussion and/or action should action be deemed appropriate.
 - F. CalMHSA 2010 Calendar of Meetings 33
Recommendation: For discussion and/or action should action be deemed appropriate.

9. **ADJOURNMENT**

* = Material on Agenda Item Enclosed

February 10, 2010

Agenda Item 5

CONSENT CALENDAR

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. Approval of New Applicants for Membership in CalMHSA
- B. Minutes from the January 14, 2010 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 January 14, 2010 Board of Director's Meeting

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

Doubletree Hotel Sacramento, CA

January 14, 2010

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
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

Denise Hunt, MFT, CalMHSA Central area Rep., Stanislaus County

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
Asha George, Humboldt County
Karolyn Rim Stein, Humboldt County
Barbara LaHaie, Humboldt County
Jerry Wengerd, Riverside County
Doretha Flourney, CiMH
Ann Collentine, Oversight and Accountability Commission (OAC)
Bev Whitcomb, OAC
Marta McKenzie, Shasta County
Rita Downs, Calaveras County
Neda West, El Dorado County
Mary Ann Bennett, Sacramento County
Michael Laffin, Colusa County
Kristy Kelly, Lake County
Maureen Bauman, Placer County
Dr. Mark Montgomery, Shasta County
Karen Stockton, Modoc County

1. CALL TO ORDER

The meeting was called to order at 3:23 p.m. by President, Allan Rawland.

2. INTRODUCTIONS

Those present introduced themselves.

3. PUBLIC COMMENT

Karolyn Rim Stein from Humboldt County updated the Board regarding Humboldt County and formally thanked the Board for the language changes presented and accepted. She indicated Humboldt was moving forward with their Board of Supervisors. She requested sample Board of Supervisor Reports from other Counties.

Karen Stockton from Modoc County and Kristi Kelly from Lake County requested technical assistance. They asked for the most recent JPA Agreement, Bylaws, Resolution Sample, and a representative to assist in presenting to her Board, and any other items to assist in getting their County approved for JPA membership through their Board of Supervisors. Ed walker also suggested staff creating a "How to Join" Packet available to Counties upon request that would include all information needed.

4. APPROVAL OF AGENDA AS POSTED (OR AMENDED)

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

****Dr. Sandra Naylor-Goodwin of California Institute of Mental Health (CiMH) asked the Board if Agenda Item 8.A could be moved to the first item, she needs to attend another meeting****

Dr. Clark motioned to approve the agenda with modifications. Seconded by Mr. Orpendek. Motion passed unanimously.

****8.A. Technical Assistance and Capacity Building Statewide Projects**

Dr. Naylor-Goodwin presented the Evaluation and CQI Project. The Project has two components. Each County designated a staff person to work with CiMH. CiMH then took that information and arrived at a format that has two components. The first component would take approximately twelve months for implementation. She asked the Board for approval on Component A. Component A is a statewide process that will develop a framework that can be used for this PEI Evaluation as well as others. The project provides training and support and centers around peer learning with access to expert consultants. The local Technical Assistance will be through seminars, telephone, and visits. The project would begin with individualized assessment. A series of strategies will be provided: engaging stakeholders, evaluation and design, data collection, lessons learned among Counties, Final Reports, and many other learning collaborative. Recommendations will also be given for future projects as well.

Component B is on hold, but can be looked at once Component A gets started. Component B is more individualized to each County and can begin at any time after Component A begins. Component B is more specific and will increase a common evaluation framework, accelerate peer learning, opportunity to share robust designs, networking, as well as many other things.

The cost for Component A approximately will be \$102,000. The approximate cost for component B will vary depending on needs. Mr. Boewer asked if once approved by the Board if CiMH would accept a percentage at the start of the project to get things going. Dr. Naylor-Goodwin replied that would suffice.

Counties who become members of the JPA in the few months following the start of the project would be able to be a part of this project with minimal additional cost. However too far into the project or after the first few months, an additional component would be added for those new members if desired. It was asked if the project could be done in a PIPS format, and Dr. Naylor-Goodwin said she would look into that as a possibility. The next step after Board approval will be for legal to create a contract between CiMH and CalMHSA and present to the Board in February.

Mr. Opredek motioned to approve Component A, with the Officers (not including Dr. Clark) looking at the Contract mid-month for provisional start. The Contract will then be brought to the Board for final approval at the February Meeting. Seconded by Mr. Boewer. Dr. Clark abstained. The motion carried unanimously.

5. CONSENT CALENDAR

5.A. Approval of New Applicants for Membership in CalMHSA

- Placer County approved by Board

5.B. Minutes from the December 10, 2009 Board of Directors Meeting

5.C. Governing Document: Review and Discuss Draft CalMHSA Bylaws

Mr. Opredek motioned to approve the consent calendar items 5.A – 5.C. Seconded by Mr .Boewer. The motion carried unanimously.

6. FINANCIAL MATTERS

6.A. CalMHSA Financial Report

Mr. Boewer, CalMHSA Treasurer presented the financial statements as of December 31, 2009. As of December 31, 2009 CalMHSA cash balance was \$214,396.00. Accounts payable is approximately \$18,500 which includes conferences, administrative fees, website, and legal counsel. All checks and bills have been reviewed and are in order. The current cash balance is \$198,944.84. We have accounts receivable of approximately \$217,000. San Bernardino has pledged \$200,000 for Technical Assistance funds,

those will be sent over after a scope of work and contract is forwarded to the County. The holidays have triggered a delay in funds received however, funds continue to be received. There are issues that are arising in the financials regarding the formation costs and new Counties coming in. The legal fees and website fees were not originally calculated into the budget and the formation.

Mr. Boewer wanted it called to the Board as to the newer formation fees that will need to be addressed. Mr. Alliston indicated that he would begin separating his billings as to project, meaning the work with the Department of Mental Health, Technical Assistance with CiMH, etc so that the financials can be clearly divided.

Mr. Oprendeck motioned to adopt the financial statements as of December 31, 2009 as presented. Seconded by Dr. Clark. Motion passed unanimously.

Dr. Clark mentioned that Mr. Boewer and staff should meet and design a new budget recommendation that can encompass these new formation needs as well as a new evaluation as to possible future expense needs.

Dr. Clark motioned to adopt the financials presented. Seconded by Ms. Bauman Motion passed unanimously.

6.B. CalMHSA Public Officials Liability Approval Quote

Mr. Alliston presented a Memorandum that reviewed the Proposed Public Officials Liability Policy. The proposed insurer, National Union Fire Insurance Company of Pittsburg, an AIG Company, is large and highly rated by AM Best. Mr. Alliston presented the policy to be relevant and basic. He feels that the policy is necessary and provides claims made coverage. He feels this policy is common and typical for JPA and Board members. Defense costs are paid out of the limit which is beneficial in this policy. This policy is for the JPA and members not the Counties.

Dr. Clark motioned to approve the Public Officials Liability Quote. Seconded by Mr. Walker. Motion passed unanimously.

7. NEW MEMBER OUTREACH/DEVELOPEMENT

7.A. Discussion regarding CalMHSA Membership Development-Conference Attendance

Staff presented the approximate cost for attendance per request to the February CiMH Policy Forum. The total approximate cost including, registration, flights, car, hotel, as well as an Exhibit Table etc. totaled \$1700 to \$2200 which includes a one night stay. Both Ms. Santin and Mr. Chaquica are registered to attend the Conference.

The "How to Join" Packets will be available for the Conference and the CalMHSA February meeting will be held February 10, 2010 at the Riverside Convention Center.

Mr. Walker motioned to approve the expense to attend the CiMH Policy Forum Conference. Seconded by Mr. Oprenek. Motion passed unanimously.

7.B. Update on Survey Responses

Alice Washington from CiMH, presented the outcome of the Zoomerang Survey. Eleven Counties responded, and two Counties responded with "No" that they were not considering membership in the JPA. Those Counties were both El Dorado County and San Francisco.

7.C. Placer County Counsel-Edits to Bylaws

Staff presented the changes to the Bylaws that Placer County is requesting. Staff recommended accepting the changes. The first change was suggested to be accepted per request from Placer County in Section 12.2.3. The second change suggested by Placer County was in regards to adding a section titled No General Fund Obligations for JPA Programs. Staff suggested accepting these recommendations, but placing this in section 10.4 versus 13.2.

The Bylaws remain in draft form for additional edits proposed by new members. Mr. Walker asked if there were any outstanding suggested changes to the Bylaws, and staff indicated that there was not.

Mr. Walker motioned to approve the edits presented by Placer County. Seconded by Mr. Oprenek. Motion passed unanimously.

8. ADMINISTRATIVE MATTERS

8.A. Technical Assistance and Capacity Building Statewide Projects

Presented earlier in the meeting.

8.B. CalMHSA MOU with Department of Mental Health

Mr. Rawland presented a report to the Governing Board that suggested changes to document 08-25 and developing a contractual report. Dr. Mayberg was present earlier in the day and was again very supportive of the JPA and that Mr. Heilman had language to amend the 08-25 document. There will be a meeting between DMH, OAC, and CalMHSA on Tuesday afternoon, and everyone is instructed to bring their clients. Mr. Alliston requested Board member attendance. Mr. Boewer and Ms. Bauman committed to attend with Mr. Alliston. Dr. Clark asked Mr. Alliston to forward any language he receives before the meeting to him for review prior to the meeting. Mr. Alliston will forward any important documents or information upon receipt. Mr. Rawland confirmed the funds must be

“assigned” to DMH and then “transferred” to the JPA. The language is crucial. Mr. Alliston believed the three options are as follows: 08-25 document, direct contract with JPA, multi-County collaborative and assignment, or 08-25 direct to DMH. Possibly in the future an MOU can be developed between the JPA and Counties who do not want or choose to be a member of the JPA.

8.C. Oversight Accountability Commission (OAC) Guidelines

Staff presented the Draft PEI Statewide Project Flowchart, the Operational Flowchart, and the Oversight Accountability Commission (OAC) Power Point Presentation given January 5, 2010. The OAC guidelines are in draft form and OAC is accepting any public comment regarding those guidelines until Tuesday at 5 p.m. The guidelines will continue to encompass all three options. The OAC is invited to the meeting next Tuesday with CalMHSA and DMH. Stephanie Welch pointed out the more input and public comment the better. Mr. Rawland and Mr. Walker will work together over the weekend and decide whether or not any public comment is necessary to be added or revised.

8.D. CalMHSA Strategic Planning

The Vision Statement and CalMHSA Goals will need participation and efforts of the entire Board. Staff suggested a separate meeting possibly in March. Dr. Clark agreed and suggested possibly holding it the following day after the monthly Directors Meeting. Dr. Clark suggested Friday March 12, 2010 for a longer Strategic Planning Session. Staff was instructed by the Board to look into the possibility of arranging this request and inform the Board by the next Board of Directors Meeting in February. Dr. Clark also mentioned to have the new revised budget and planning should also be part of the Strategic Planning Session. Staff suggested March being the focal point for a session in that some of these documents being drafted, and some type of infrastructure will need to be in place. Mr. Oprendeck suggested using a Budget Change Proposal that will encompass an easy read format for the public.

Mr. Oprendeck motioned to adjourn the CalMHSA Board of Directors January Meeting. Mr. Luz seconded. The motion carried unanimously.

9. ADJOURNEMENT

Meeting was adjourned at 5:09 p.m. by President, Allan Rawland.

Respectfully submitted,

Dr. Wayne Clark, PhD
Secretary, CalMHSA

Date
9 of 33

February 10, 2010

Agenda Item 6.A.

FINANCIAL MATTERS**SUBJECT: Budget Projection 2010/2011 and Formation Costs**

BACKGROUND AND STATUS:

- Budget Projection-2010/2011:

CalMHSA is working with the Department of Mental Health (DMH) to have the PEI funds transferred to CalMHSA to carry out the purpose of the Mental Health Services Act. The recently approved Oversight and Accountability Commission (OAC) guidelines will assist in the completion of our contract with DMH and hopefully the planning funds would be available in sixty (60) days, with the annual apportionments coming after plan preparation and approval.

As such, staff has prepared a draft budget with varying levels of County member participation for review, consideration, as well as providing staff with an idea of staff needs.

- Formation Costs:

At the inception of the JPA the original members agreed to share the formation costs on a temporary basis until funding was generated by the JPA. To date the JPA has been operating for seven (7) months and recently the JPA has been receiving Technical Assistance and capacity Building Funds.

In addition to the known administrative costs there are the unanticipated extent of legal costs in working with the State Department of Mental Health (DMH) and the Oversight and Accountability Commission (OAC). As such, most of these costs can be defined as formation costs. Staff met with Treasurer Curtis Boewer and are prepared to present the proposed plan in dealing with such issues today and in the future.

RECOMMENDATION:

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

REFERENCE MATERIALS ATTACHED:

To be distributed under separate cover.

February 10, 2010

Agenda item 7.A.

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

At the January Board of Directors Meeting both Lake and Modoc County requested technical assistance in their attempts to join CalMHSA. Staff was also instructed to create "New Member" Packets for handout at the February Meeting. In response the following has been completed:

- January 19, 2010 Information requested sent to Lake County and Modoc County
- CalMHSA New Member Packets include the Following:

CalMSHA Handout-What the JPA Is...What the JPA is Not...

JPA Agreement

Draft Bylaws

Frequently Asked Questions Handout

JPA Talking Points

Membership Application

BOS Samples: Staff and agenda Item and Participating Resolution Sample

CSAC Conference Power Point Presentation

George Hills Business Card & Contact Information

RECOMMENDATIONS:

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

REFERENCE MATERIALS ATTACHED:

*New Member Packet-Sample will be provided at meeting

February 10, 2010

Agenda Item 8.A.

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

BACKGROUND AND STATUS:

Dr. Sandra Naylor-Goodwin from California Institute of Mental Health (CiMH) presented the two components of the Evaluation and CQI Technical Assistance and Capacity Building Project. Component A would incorporate the CalMHSA PEI Evaluation Learning Collaborative with a implementation timeframe of twelve months and an approximate budget of total expenses being approximately \$102, 431.

Component B would incorporate the Individualized Technical Support and Training. Dr. Naylor-Goodwin asked the Board to approve Component A in an attempt to get the first Project up and running as soon as possible. The Board approved Component A at the January Board of Directors Meeting.

CiMH has drafted a "Scope of Work" and Payment Terms to be presented to the Board for approval. This contract will be for the services provided by CiMH for the first Technical assistance and Capacity Building Project.

RECOMMENDATION:

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

REFERENCE MATERIALS ATTACHED:

- *CalMHSA Services Agreement
- *Exhibit A Scope of Work
- *Exhibit B Payment Terms
- *Exhibit C General Terms and Conditions

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
"CaMHSA"
STANDARD SERVICES AGREEMENT

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

CaMHSA 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 CaMHSA.

CaMHSA 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 \$120,133.92.

The term of this Agreement is November 13, 2009 through June 30, 2012.

CaMHSA

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

Title: President Date: _____

CiMH

Signed: _____ Name (Printed): _____

Title: _____ 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

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

Learning Collaborative – 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

All JPA counties will participate in **Component A: The CalMHSA PEI Evaluation Learning Collaborative**. 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

Learning Collaborative- 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 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

Learning Collaborative - 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

Conference Calls and Webinars: CiMH will host up to three 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

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 \$120,133.92 for the ten Counties that are currently members of CalMHSA. The parties anticipate that the price may be revised by further agreements as additional Counties join CalMHSA. 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. BUDGET CONTINGENCY CLAUSE: It is mutually understood that CalMHSA is funded by amounts that Counties voluntarily transfer or assign to it, and that CalMHSA has no authorization to obtain additional funding by imposition of taxes, fees, or mandatory contributions. At the time it enters into this Agreement, CalMHSA's Board has reason to believe that it has sufficient funding to satisfy its obligations under the Agreement. If due to unforeseen contingencies CalMHSA determines that it will not be able to fully fund the obligations it has undertaken:

a. CalMHSA may give notice to Contractor that this Agreement is cancelled and the Agreement shall no longer be in full force and effect. In the event of such cancellation, CalMHSA shall have no liability to pay further funds to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to further perform any provisions of this Agreement.

b. CalMHSA may alternatively offer an Agreement amendment to Contractor to reflect the reduced amount available.

26. 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.

27. 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]

February 10, 2010

Agenda Item 8.B.

ADMINISTRATIVE MATTERS**SUBJECT: CalMHSA Agreement with Department of Mental Health (DMH)**

BACKGROUND AND STATUS:

- Meeting January 19, 2010

Mr. Heilman presented revisions to Information Notice 08-25. The document allows for Counties that choose to act jointly through CalMHSA, to assign funds to DMH specifically for the purpose of funding a contract between DMH and CalMHSA to implement statewide PEI programs. DMH would secure the necessary authority in the State Budget Act to support this contract and when funds are assigned by Counties, DMH will encumber these funds against the contract, and transfer funds to the JPA. The meeting was positive, and movement from DMH is encouraging. The first step will be to create the contract that provides a basis for money to transfer from DMH to the JPA.

Mr. Alliston will be working with the legal staff from Department of Mental Health (DMH) and the Oversight and Accountability Commission (OAC) to finish the language in the appropriate agreement. The agreement is expected this week.

- OAC Meeting January 28, 2010

Mr. Heilman represented the State Department of Mental Health (DMH).

- The draft contract is done. It will next be reviewed DMH legal staff and Mr. Alliston. Planning funds to be released upon signature and the rest when JPA plans have been submitted and approved by the Oversight and Accountability Commission (OAC).
- 08-25 revisions are to be made.
- Both targeted to be done by February 2010 meeting.

RECOMMENDATION:

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

REFERENCE MATERIALS ATTACHED:

To be distributed under separate cover.

February 10, 2010

Agenda Item 8.C.

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

- Meeting January 28, 2010

Staff attended the Mental Health Services Oversight and Accountability Commission (MHSOAC) Monthly Commission Meeting at the Doubletree Hotel in Sacramento, California. A portion of the meeting was to address and potentially adopt the PEI Statewide Program Guidelines. The Guidelines passed with a vote of 8 to 1 with 1 abstention. The Commission adopted the Draft Guidelines for PEI Statewide Project funds as written with any necessary non-substantive editorial changes.

The MHSOAC principles for PEI Statewide Project Funds are as follows:

Continuous Stakeholder Input	Move Forward All (3) Projects
Conform with Strategic Direction	Evaluate Impact
Preserve State-wideness	Consider Incentives
Collaboration	Core Principles Are Incorporated

RECOMMENDATION:

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

REFERENCE MATERIALS ATTACHED:

*MHSOAC Draft Guidelines

1/8/2010 DRAFT

**PEI STATEWIDE PROJECT FUNDING FLOWCHART
FOR DISCUSSION**

MHSOAC Issues Supplemental Guidelines*

County Conducts Community Program Planning Process (CPP) to Obtain Stakeholder Input to Decide On One or More of the Following Options

Option 1—Statewide Projects through JPA

- Initial Plan Update from County Includes**
- Standard Certification of compliance with MHSA requirements
 - Brief Description of CPP to choose option(s) and Local Review Process including 30 Day review (and public hearing if PEI Plan not approved)
 - Phase I funding request--up to one year's planning estimate can be requested. (Cannot be used for project implementation prior to Phase II project approval)
 - Certification of Participation in JPA
 - **DMH Review, MHSOAC Approval**

Phase I Funding Provided to JPA

Phase II Funding Request from JPA Includes

- Stakeholder input obtained by JPA to identify priority "recommended actions" from State Strategic Plans.
- Plan update includes
 - Identification of "recommended actions" to be implemented from State Strategic Plans
 - Description of Program(s) and Budget(s)
 - Description of State Level Evaluation Strategy
 - 30 day review

Phase II Funding Provided to JPA

Annual Updates and Reporting from JPA

- Annual funding request includes list of approved projects.
- Funding requests for new programs include elements specified above.
- Required reports developed and submitted

Option 2—Multi-County Collaboration on Statewide or Replicable Projects

- Initial Plan Update from County Includes**
- Standard Certification of compliance with MHSA requirements
 - Brief Description of County CPP to choose option(s) and Description of Multi-County Collaborative stakeholder input process to identify priority "recommended actions" from State Strategic Plans
 - Brief Description of County's Local Review Process including 30 Day review (and public hearing if PEI Plan not approved)
 - Funding Request for FY 09/10 and FY 10/11
 - Identification of "recommended actions" to be implemented from State Strategic Plans
 - Description of Program(s) and Budget(s)
 - Description of Collaborations including list of other participating counties.
 - For Statewide Projects--Description of State Level Evaluation
 - For Replicable Projects--Description of Local Evaluation Strategy
 - For Replicable Projects--Description of Dissemination Strategies
- DMH Review, MHSOAC Approval**

Initial Funding

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

Annual Updates and Reporting from County

- Annual funding request includes list of approved projects.
- Funding requests for new programs include elements specified above.
- Required reports developed and submitted

Option 3—Statewide Projects through Funds Assigned to DMH

- Initial Plan Update from County Includes**
- Supplemental MHSA PEI Statewide Projects Assignment Agreement (See DMH Information Notice No.: 08-25)
 - County has 30 day review (and public hearing if PEI plan not approved)
 - **DMH Review, MHSOAC Approval**
- *These guidelines supplement DMH Information Notice 08-25 which provided information on assignment of these funds to DMH.

Funding

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

February 10, 2010

Agenda Item 8.D.

ADMINISTRATIVE MATTERS

SUBJECT: CalMHSA Website

BACKGROUND AND STATUS:

CoChel Communications is providing the hosting and management of the CalMHSA website. CoChel Communications has redesigned the website, as well as incorporating a “How to Join” section. The newly designed CalMHSA website will be re-launched in mid February, 2010 and can be found at www.calmhsa.org. The attached copy is not final but a work in progress.

RECOMMENDATION:

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

REFERENCE MATERIALS ATTACHED:

*“greeked” Version of the CalMHSA Home Page



How to Join

Lorem ipsum dolor sit amet, consectetur adipiscing elit. Cras mollis massa diam.

[JOIN NOW](#) ✨



Contact Us

Lorem ipsum dolor sit amet, consectetur adipiscing elit. Cras mollis massa diam.

[MORE](#)



FAQs

Lorem ipsum dolor sit amet, consectetur adipiscing elit. Cras mollis massa diam.

[MORE](#)



Welcome to the California Mental Health Services Authority

The California Mental Health Services Authority (CMHSA) provides an intergovernmental structure for counties to jointly develop, fund and implement mental health services and educational programs at the state, regional, and local levels. CMHSA promotes systems and services arising from a commitment to community mental health and the values of the California Mental Health Services Act:

- Community Collaboration
- Cultural Competence
- Client/family-driven mental health system for older adults, adults and transition age youth and family-driven system of care for children and youth
- Wellness focus, which includes the concepts of recovery and resilience
- Integrated service experiences for clients and their families throughout their interactions with the mental health system

Mission

The CMHSA provides an administrative structure with flexibility for member counties to develop collaborative partnerships and pool efforts to:

1. effectively and efficiently develop and implement common strategies and programs;
2. provide fiscal integrity, protections and manage collective risk; and
3. provide accountability at the state, regional and local levels.

February 10, 2010

Agenda Item 8.E.

ADMINISTRATIVE MATTERS

SUBJECT: CalMHSA Strategic Planning

BACKGROUND AND STATUS:

The Strategic Planning Session has been set for March 12, 2010. The session will be held at the California Institute for Mental Health (CiMH) on Friday March 12, 2010 from 9:00 am to 12:00 noon. The session will be held in the Sugar Pine Room at CiMH.

Some topics for discussion at the Strategic Planning Session will include but are not be limited to the following:

- The CalMHSA Vision Statement
- CalMHSA Goals
- CalMHSA Budget and Staffing Plans

RECOMMENDATION:

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

REFERENCE MATERIALS ATTACHED:

None

February 10, 2010

Agenda Item 8.F.

ADMINISTRATIVE MATTERS**SUBJECT: CalMHSA 2010 Calendar of Meetings****BACKGROUND AND STATUS:**

The following dates, times and locations have been reserved for the CalMHSA 2010 Calendar of Meetings. Staff suggests reviewing and making any changes if needed.

<u>Date:</u>	<u>Time:</u>	<u>Location:</u>
March 12, 2010	9:00 am – 12:00 noon	CiMH-Sugar Pine Room
April 15, 2010	3:30 pm – 5:30 pm	Marriott Cal Expo
May 13, 2010	3:30 pm – 5:30 pm	Holiday Inn Capital Plaza
June 10, 2010	3:30 pm – 5:30 pm	Doubletree Sacramento
July 15, 2010	3:30 pm – 5:30 pm	Holiday Inn Capital Plaza
August 12, 2010	3:30 pm – 5:30 pm	Doubletree Sacramento
September 9, 2010	3:30 pm – 5:30 pm	Hilton Arden West
October 14, 2010	3:30 pm – 5:30 pm	Marriott Cal Expo
November, 2010	3:30 pm – 5:30 pm	NO MEETING-RETREAT
December 9, 2010	3:30 pm – 5:30 pm	Doubletree Sacramento

RECOMMENDATION:

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

REFERENCE MATERIALS ATTACHED:

None