

# Board of Directors Meeting

## AGENDA

October 15, 2009

3:15 p.m. – 5:00 p.m.



California Mental Health  
Services Authority

Joint Powers Association

Established in 2009

Holiday Inn Capitol Plaza

300 J Street

Sacramento, CA 95814

(916) 446-0100

# California Mental Health Service Authority

(CMHSA)

Board of Directors Meeting

Agenda

Thursday, October 15, 2009

3:15 p.m. – 5:00 p.m.

Holiday Inn Capitol Plaza

300 J Street

Sacramento, CA 95814

(916) 446-0100

*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. NEW MEMBER OUTREACH/DEVELOPMENT**
- A. Approval of New Applicants for Membership in CMHSA 4  
**Recommendation: For discussion and/or action should action be deemed appropriate.**
  - B. Discussion regarding CMHSA Membership Development-Conference Attendance 5  
**Recommendation: For discussion and/or action should action be deemed appropriate.**
  - C. CMHSA Survey Results 6  
**Recommendation: For discussion and/or action should action be deemed appropriate.**
- 6. CONSENT CALENDAR-** If the Board would like to discuss any item listed, it may be pulled from the Consent Calendar. 7
- \*A. Minutes from the September 9, 2009, Strategic Planning Board Meeting  
**Recommendation: Staff recommends the Board formally consider approval of the Consent Calendar.**
- 7. ADMINISTRATIVE MATTERS**
- \*A. CMHSA Agreement for Administrative and Financial Services with Optimum Risk Advisors (ORA) a division of George Hills Company. 16  
**Recommendation: For discussion and/or action should action be deemed appropriate.**
  - \*B. Consideration/Approval of CMHSA Legal Counsel-Murphy, Campbell, Guthrie, and Alliston 27  
**Recommendation: For discussion and/or action should action be deemed appropriate**
  - \*C. Memorandum of Understanding (MOU)/Scope of Work for CMHSA Projects 33  
**Recommendation: For discussion and/or action should action be deemed appropriate**
  - D. Debrief of CMHSA Workgroup and Meeting with Dr. Mayberg 36  
**Recommendation: For discussion and/or action should action be deemed appropriate.**
  - \*E. Governing Document: Review and discuss Draft CMHSA Bylaws 37  
**Recommendation: Review and Discuss Draft CMHSA Bylaws**
  - \*F. Discussion/Consideration of Alternative Voting Structure for CMHSA 40  
**Recommendation: For discussion and/or action should action be deemed appropriate.**
  - \*G. Designate Presenter and Discuss Presentation for Oversight Accountability Committee (OAC) Meeting 42  
**Recommendation: For discussion and/or action should action be deemed appropriate.**

\* = Material on Agenda Item Enclosed

	<b><u>PAGE</u></b>
*H. CMHSA Logo <b>Recommendation: For discussion and/or action should action be deemed appropriate.</b>	64
I. CMHSA Strategic Planning, September 9, 2009-Goals and Objectives <b>Recommendation: Accept the Goals and Objectives for the Strategic Plan.</b>	66
<b>8. FINANCIAL MATTERS</b>	
A. CMHSA Financial Report <b>Recommendation: For discussion and/or action should action be deemed appropriate.</b>	67

**9. ADJOURNMENT**

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

October 15, 2009  
 Agenda item 5.A.

**NEW MEMBER OUTREACH/DEVELOPMENT**

**SUBJECT: Approval of New Applicants for Membership in CMHSA**

**BACKGROUND AND STATUS:**

The Board of Directors will discuss the Membership of new applicants to CMHSA. Current Membership and Representatives are:

- |    |                         |   |                        |
|----|-------------------------|---|------------------------|
| 1. | Allan Rawland, MSW      | President                                   | San Bernardino County  |
| 2. | Mike Oprendeck, LCSW    | Vice President                              | Solano County          |
| 3. | Dr. Wayne Clark         | Secretary<br>Bay Area Representative        | Monterey County        |
| 4. | Curtis Boewer, MPA, MFT | Treasurer                                   | Colusa County          |
| 5. | Dr. Karen Baylor        | Board of Director and Southern Area<br>Rep. | San Luis Obispo County |
| 6. | Denis Hunt, MFT         | Board of Director and Central Area Rep.     | Stanislaus County      |
| 7. | Dr. Mark Montgomery     | Board of Director Member                    | Shasta County          |
| 8. | Tom Sherry, MFT         | Board of Director Member                    | Sutter/Yuba County     |

**RECOMMENDATIONS:**

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

**REFERENCE MATERIALS ATTACHED:**

To be distributed under separate cover

October 15, 2009  
Agenda item 5.B.

**NEW MEMBER OUTREACH/DEVELOPMENT**

**SUBJECT: Discussion regarding CMHSA Membership Development-Conference Attendance**

---

**BACKGROUND AND STATUS:**

To assist in new member outreach/development the Board of Directors may discuss attendance at relevant conferences to increase and develop JPA participation. The Board shall discuss relevant Conferences and JPA representatives to attend these Conferences.

**RECOMMENDATIONS:**

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

**REFERENCE MATERIALS ATTACHED:**

None

October 15, 2009

Agenda item 5.C.

**NEW MEMBER OUTREACH/DEVELOPMENT****SUBJECT: CMHSA Survey Results**

---

**BACKGROUND AND STATUS:**

At the September 9, 2009, Board of Directors Meeting, it was suggested a follow up survey be sent to the thirty-three (33) Counties are in the process of joining the JPA. The survey was to ask each County as to where they were in the process, barriers they were encountering, and if they needed any help. CiMH sent a Zoomerang Survey October 7, 2009.

**RECOMMENDATIONS:**

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

**REFERENCE MATERIALS ATTACHED:**

None

October 15, 2009

Agenda Item 6

**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. Minutes from the September 9, 2009 Strategic Planning Board Meeting

**RECOMMENDATION:**

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

**REFERENCE MATERIALS ATTACHED:**

\*Minutes from the September 9, 2009, Strategic Planning Board Meeting

**MINUTES**  
**CALIFORNIA MENTAL HEALTH SERVICE AUTHORITY**  
**STRATEGIC PLANNING MEETING**

Napa Valley Marriott, Napa, CA 94558  
Wednesday, September 9, 2009

**MEMBERS PRESENT**

Allan Rawland, MSW, CMHSA President, San Bernardino County  
Mike Oprendek, LCSW, CMHSA Vice President, Solano County  
Dr. Wayne Clark, PhD, CMHSA Secretary, Monterey County  
Denise Hunt, MFT, CMHSA Central area Rep., Stanislaus County  
Curtis Boewer, MPA, MFT, CMHSA Treasurer, Colusa County  
Dr. Mark Montgomery, CMHSA Board Member, Shasta County  
Dr. Karen Baylor, PhD, MFT, CMHSA Southern Area Rep., San Luis Obispo

**MEMBERS ABSENT**

Tom Sherry, MFT, CMHSA Board Member, Sutter/Yuba County

**OTHERS PRESENT**

Meliah Bird, George Hills Company, Inc.  
Alice Washington, California Institute for Mental Health  
Pat Ryan, CMHDA  
Bruce Gogenas, Marin County  
Anne Marillo, Planning Council  
Michael Laffert, Colusa County  
Dr. Sandra Naylor-Goodwin, California Institute for Mental Health  
Karolyn Stein, Humboldt County  
Ed Walker, Butte County  
Dr. Steve Mayberg, DMH  
Dr. Larry Polster, OAC Vice Chair

**1. CALL TO ORDER**

The meeting was called to order at 1:09 p.m. by President, Allan Rawland.

**2. INTRODUCTIONS**

Everyone present introduced him/herself. Allan Rawland, President, San Bernardino County; Mike Oprendek, Vice President, Solano County; Dr. Wayne Clark, Secretary, Monterey County; Curtis Boewer, Treasurer, Colusa County; Denise Hunt, Central Area Representative, Stanislaus County; Dr. Mark Montgomery, Board Member, Shasta County.

### 3. PUBLIC COMMENT

Dr. Mark Montgomery of Shasta County stated that there have been some concerns from his County Counsel with his involvement with the JPA. He is allowed to participate as a member but not allowed to vote. Shasta is currently working with Humboldt and the wording issues. He has forward the questions and concerns to Ms. Santin at George Hills Company.

Karolyn from Humboldt County stated that her County as well as three others at this point was in the process of putting together a letter to the JPA that addresses their questions and concerns. Karolyn stated the following questions from these Counties. One question was that the counties want to know if each Board of Supervisors is receiving the same JPA Agreement version and if each Board member is allowed to sign the "changing version" of the agreement. Suggestion was that a copy of the JPA Agreement being attached to the Resolution at the time of signing. Another question was in regards to the validity of the agreement and the original "40" Counties that was originally mentioned. Another question was that the JPA Agreement mentions the limits or cap detailing the MHSA Funding and the amount each county gets. Another question or recommendation that the JPA Agreement mention insurance against tort claims for the individual counties. They are requesting more time to look into the Govt. Code 6503 and the JPA Powers. The final question was in reference to the voting and the proportions and allotment per County.

Mr. Boewer stated that his County Counsel approved the current JPA Agreement and Bylaws knowing that as Counties added the changes or additions would be made and at the final version when all counties are in then the County Counsel would then look over again at that point.

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

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

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

### 5. NEW MEMBER OUTREACH/DEVELOPMENT

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

No Counties were presented for membership. It was stated that Marin County and LA County are in process with their Board of Supervisors.

### 6. CONSENT CALENDAR

6.A. Minutes from August 13, 2009 Board Meeting.

6.B. Minutes from August 28, 2009 Teleconference Board Meeting.

***Dr. Clark motioned to approve the Consent Calendar which included the Minutes of August 13, 2009 and the Minutes of August 28, 2009. Seconded by Mr. Boewer. The motion carried unanimously.***

## **7. STRATEGIC PLANNING**

### **7.A. CMHSA Strategic Plan**

As a group all CMHSA Board members participated in a Strategic Planning Session. Please see attached document.

Dr. Steve Mayberg, from Department of Mental Health (DMH) presented at 1:57 p.m. Dr. Mayberg stated he sees many opportunities with the JPA. He stated that there was tremendous opportunity with statewide, local, regional, and special projects. The JPA is a mechanism that can allow the individual counties to get their funds from the state. The focus should remain on doing the projects right, efficiently, and with accountability. There is opportunity at the state, regional, and local levels. Dr. Mayberg stated that DMH would like to contract with the JPA to establish accountability and get projects done. He is excited to do future business with the JPA and would like to see more than eight (8) counties. He feels that we are all on the same page and trying to achieve the same goals and objectives. Dr. Mayberg mentioned that the JPA must be compatible with the Oversight Accountability Committee (OAC) guidelines and that the strategic direction needs to be executed. Currently there is a three (3) County anomaly that has gone to the OAC Board and been approved to move forward. The JPA can submit a plan, with a reasonable approach; get the OAC to review, and then implement the plan.

Dr. Larry Polster, the Vice Chair from the OAC stated it was very gratifying to see where the JPA was and its growth. He stated for the OAC front and center is the idea to implement strategic direction of the projects. He stated the OAC is looking forward to working with the JPA and there are many opportunities to make important things happen. Currently the OAC is working on guidelines and on the fast track to adopt in November. He stated that there is a huge commitment from the OAC to these statewide projects. Any resources the OAC can provide they will assist the JPA. The JPA will need to construct plans that are along the lines of the guidelines of the OAC to further the statewide projects. Workforce, Education, and Training (WET). was mentioned by the audience, and it was noted by Dr. Mayberg that the funding was not assigned back, a standard was presented and the funds were sent directly versus the reassigning funds from the state. The guest speakers concluded at 2:44 p.m.

***Mr. Boewer motioned to create a Workgroup with three (3) Board Members. Mr. Oprendeck Seconded. Motion carried unanimously. Allan Rawland, Mike Oprendeck, and Dr. Wayne Clark will be the Workgroup.***

Meeting Break at 2:45 p.m. for five minutes.

Meeting called to order at 2:50 p.m.

## 8. ADMINISTRATIVE MATTERS

### **8.A. Memorandum of Understanding (MOU) CMHSA PEI Capacity Building Project**

Dr. Clark presented Exhibit A: Description of Services. The document was developed collaboratively with his staff and Dr. Sandra Naylor-Goodwin, Executive Director of California Institute for Mental Health (CIMH). The document was presented to the board. Dr. Clark stated that this could be used as a Scope of Work and then clarification be put into the Bylaws regarding the projects and the language that is needed. After the Scope of Work is approved then the Request for Proposal (RFP) and contracting can be done. Ms. Hunt stated she would like the document modified to say under "Statewide Projects" – Statewide Projects but not limited to...Ms. Hunt also asked that a Project 6/Letter F. be added to state Other Projects as determined by the members of the JPA. Ms Hunt also suggested that in the title it is added Technical Assistance after the Capacity Building. Mr. Rawland asked how it would be then operational or put into action. Mr. Opredek stated this document would allow an invoice to the Counties to get funding to the JPA for the projects. It was noted and the Workgroup made up of Allan Rawland, Mike Opredek, and Dr. Wayne Clark stated that they would collaborate and make these changes as well as make the document appropriate for it to be approved by the Board next meeting to be able to take to their individual Board of Supervisors for approval.

***Mr. Opredek motioned to move forward with the document provided with appropriate changes. Mr. Boewer Seconded. Motion passed unanimously.***

The document will be worked on by the workgroup and presented again at the next Board Meeting for adoption to take to each individual County Board of Supervisors.

Mr. Boewer requested from the Board which document is accessible to sign and send to the state to rescind the funding from the state and have it sent to the JPA. It was stated by the Board that the Workgroup will also work on the document that will go to the state to rescind the funding.

### **8.B. CMHSA Agreement for Administrative and Financial Services with Optimum Risk Advisors (ORA) a division of George Hills Company**

Mr. Rawland presented the Contract for Administrative and Financial Services that was looked over and modified by his County Counsel. For lack of time Mr. Rawland instructed each Board member to take the Contract with him/her and review and get back to him within two weeks regarding any changes or modifications. Mr. Rawland wants to have the Contract ready for signature at the next meeting.

### **8.C. Governing Document: Review and discuss Draft CMHSA Bylaws.**

Mr. Rawland noted that the Bylaws are still in draft form. There was no conversation or presentation regarding the Bylaws.

---

**8.D. Consideration/Appointment of CMHSA Legal Counsel-Murphy, Campbell, Guthrie, Alliston.**

The Board had requested a recommendation from George Hills Company in regards to legal counsel. Mr. Rawland noted that John Chaquica of George Hills Company provided a proposal from Legal Counsel Murphy, Campbell, Guthrie, and Alliston. Due to time constraints Mr. Rawland asked the Board Members to look over the proposal and next meeting present any question or concern. Mr. Rawland also noted that he, Mr. Boewer, and members of George Hills Company would need to collaborate regarding funding and getting more to the JPA because at this time the legal council could not be afforded.

**9. ADJOURNMENT**

Meeting was adjourned at 3:56 p.m. by President, Allan Rawland.

---

Respectfully submitted,

---

Dr. Wayne Clark, PhD

Secretary, CMHSA

---

Date

---

**California Mental Health Services Authority (CMHSA)****Strategic Planning Workshop – Draft Notes**

**September 9, 2009**Note: all of the following is subject to confirmation by CMHSA members and reflects a synthesis of discussion.

**Vision:**

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 Statement** (A mission statement typically describes how an organization operates in order to meet its vision.):

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.

**Stakeholders** (This area requires further discussion)

The following reflects discussion of a list of stakeholders related to CMHSA and definition of the relationship:

Stakeholder	Role related to JPA	Business Partner	Customer	Friend	Need to discuss
MHSAOC	X				
DMH	X				
Planning Council		X			
Family (NAMI)			X		
Consumer Network			X		
Board of Supervisors	X				
Member Counties			X		
CMHDA				X	
CiMH		X			
Stakeholder Agencies					X
CCCMHA		X			
MHSA State Level Partners					X
CSAC		X			
Legislature	X				

There was also consideration given to the notion that CMHSA has a single group of customers/stakeholders consisting of member counties and their Boards of Supervisors. This point of view acknowledges that member counties may have stakeholder relationships with all of the above, but that CMHSA is specifically focused on serving its members' interests.

***Goals & Objectives:***

There was not adequate time to develop the goals and objectives. The following are a general list of areas to address in the next strategic planning session:

1. Figure out the mechanism to move funds from state to county to JPA
2. Retain Legal Counsel
3. Explore statewide administration funds to support administering the projects
4. Create and Implement Specific Projects
5. Research/Analyze effectiveness of those projects
6. Distribute findings and conclusions of projects

*Goals/Objectives*

Purpose: How you know you are addressing your mission.

Plan to get other counties on board

- Outreach to stakeholders
- Figure out how to get money
  - Mechanism from state (step-by-step)
    - From counties to JPA
    - Unstuck group
- Retain legal counsel
  - Strategize funding
- Explore MHSAs administrative money (5%)
- Evaluate O/C and effectiveness
  - Distribute funding
- Operationalize authorities
- Operationalize program work
- Survey member counties to determine interest for Training, TA & Capacity Building
- - +other counties

October 15, 2009

Agenda 7.A.

**ADMINISTRATIVE MATTERS****SUBJECT: CMHSA Agreement for Administrative and Financial Services with Optimum Risk Advisors (ORA) a division of George Hills Company, Inc.**

---

**BACKGROUND AND STATUS:**

At the September 9, 2009 Strategic Planning Board Meeting Mr. Rawland presented a CMHSA Agreement for Administrative and Financial Services with Optimum Risk Advisors (ORA) a division of George Hills Company, Inc. Mr. Rawland suggested all CMHSA Board Members review and then notify him of any suggestions or changes within two weeks. Mr. Rawland wanted to have a final version by October 15, 2009, to be discussed and presented for approval at the October 15, 2009 Board of Directors Meeting.

**RECOMMENDATION:**

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

**REFERENCE MATERIALS ATTACHED:**

\*Draft CMHSA Agreement for Administrative and Financial Services with Optimum Risk Advisors (ORA) a division of George Hills Company, Inc.

# **AGREEMENT FOR ADMINISTRATIVE AND FINANCIAL SERVICES**

This Agreement is made and entered into this First day of July of the year 2009 by and between the California Mental Health Services Authority, hereinafter referred to as "CMHSA," and Optimum Risk Advisors, hereinafter referred to as "ORA", a division of George Hills Company, a California Corporation.

## **I. SCOPE OF AGREEMENT**

CMHSA enters into this Agreement, with ORA for the purpose of having ORA conduct day-to-day management, operational, general administration, and financial affairs of CMHSA.

## **II. INTENT OF THIS AGREEMENT**

It is the intent of both parties to provide all of the necessary services which may be required of CMHSA; however, the scope of this Agreement is to provide for those requirements which are known to the parties at the time this Agreement was prepared. The recital of duties and responsibilities are not necessarily all inclusive, and CMHSA reserves unto itself the authority to authorize any services which are not specifically set forth in this Agreement.

## **III. AUTHORITY OF THIS AGREEMENT**

ORA shall have the authority to conduct the day-to-day operations and services of CMHSA, carrying out the programs authorized by the Board of Directors of CMHSA, hereinafter referred to as the Board.

## **IV. APPOINTMENT AS AGENT OF CMHSA**

ORA shall be appointed as the principal agent for CMHSA. CMHSA shall notify all other agencies, members, and firms doing business with CMHSA of such appointment and that ORA is authorized to conduct CMHSA business and provide general supervision of CMHSA's administration and related financial programs.

## **V. ORA Responsibilities**

The services listed in this section include activities which ORA staff members and subcontractors are authorized to perform for CMHSA. *Any activities not specified in this agreement shall need prior approval from CMHSA.*

### **A. General Administration Responsibilities**

- 1) Maintain a business office *in Sacramento County*, in a location of ORA's choosing and pay all costs incidental to the occupancy and maintenance of the office;
- 2) Retain sufficient personnel to conduct the business affairs of CMHSA and to perform the services identified in this agreement. Such personnel shall possess the appropriate experience or be trained to do so; personnel retained by ORA shall not be considered employees of CMHSA;
- 3) Ensure that the members of ORA's staff and subcontractors who are necessary for the efficient conduct of business, *as determined by CMHSA*, attend Board meetings;
- 4) *With pre-approval from CMHSA, will* negotiate fees and other agreements on behalf of CMHSA to minimize costs and obtain the best services. *ORA shall present all resolutions, agreements, and contracts for Services to the Board for approval;*
- 5) Prepare all reports, forms, books, and other documents under this Agreement in a form and content that is acceptable to the Board; and
- 6) To the extent required, provide advice and assistance to members of the Board

regarding service related issues within the scope of this agreement.

- 7) To be truthful and honest with CMHSA in furnishing all information, whether oral or written.

#### B. Management Responsibilities

- 1) Provide oversight for other consultants and contractors who provide services for CMHSA;
- 2) Maintain CMHSA's Governing Documents;
- 3) At Board direction, maintain and carry out the Member Criteria for admitting proposed new members;
- 4) Keep CMHSA informed of the need for and timing of financial audits, state filings, and other similar forms of technical assistance;
- 5) Assist CMHSA in the selection of professionals who may from time to time be required to provide services to CMHSA;
- 6) Review alternatives for financially strengthening CMHSA and report on the status of such alternatives; *Financial Strengthening strategies may include but is not limited to additional Counties becoming members, assisting in securing funds from the state for Statewide Projects, and new services or changes in procedure or service provided that achieves fiscal savings. All monies shall be invested by the executive team.*
- 7) Act as filing officer to ensure compliance with the Conflict of Interest Code;
- 8) Monitor the status of CMHSA's programs and operations as they are intended and defined in the *Program* MOU's and provide appropriate status reports pertaining thereto. *Status reports shall be provided at intervals to be determined by CMHSA at a later date;*
- 9) Develop and maintain record retention policy. Maintain all records and documents as required by such policy.

#### C. Recording Secretarial Responsibilities

- 1) Prepare and distribute descriptive agendas for meetings of the Board in accordance with CMHSA's Governing Documents;
- 2) Prepare and distribute minutes of all meetings;
- 3) Assist ~~other staff members (and other service providers~~ *and the staff members of providers who respond to or enter into contracts with CMHSA)* in carrying out the terms of this Agreement between ORA and CMHSA;
- 4) Prepare *and obtain Board approval for* all correspondence necessary to the operation of CMHSA;
- 5) Maintain a general file of all CMHSA documents including, but not limited to, correspondence, reports, insurance policies, notices, agendas, minutes, and CMHSA's Governing Documents;
- 6) Maintain administrative records and update as necessary;
- 7) When required, prepare and file updated California Secretary of State Statement of Facts form for CMHSA and comply with other reporting requirements of the State of California.

#### D. Financial Responsibilities

- 1) Annually prepare and submit a budget to the Board of CMHSA for approval;
- 2) Annual budget shall be submitted to the Board of CMHSA within 60 days following the conclusion of each fiscal year.
- 3) Maintain detailed records of all income, expenditures, deposits, and withdrawals;
- 4) Administer all accounts payable and accounts receivable. *Accounts payable will require at least two signatures, at least one being from the Board. Accounts payable and receivable are subject to audit as specified in item 10 below;*
- 5) Maintain necessary banking relationships and perform monthly bank reconciliations of CMHSA accounts;
- 6) Prepare quarterly financial statements in accordance with Generally Accepted Accounting Principles (GAAP), including Budget to Actual comparisons.
- 7) Prepare and submit to CMHSA's Treasurer for approval a Quarterly Treasurer's Report detailing all funds on hand, classified by depository.
- 8) Prepare and timely file updated California State Controllers Annual Report of Financial Transactions form, and comply with other reporting requirements of the State of California;
- 9) Prepare and monitor CMHSA policy on investments, in accordance with the applicable California Code of Regulations, and oversee the management of CMHSA funds;
- 10) Arrange and ensure an annual financial audit is completed by a CPA firm which has been selected by the Board, *within 6 months of year end;*
- 11) Respond to requests for confirmation of JPA participation made by the financial auditors of CMHSA's members;
- 12) Prepare and timely file Form 1099s with the Revenue Service for all necessary expenditure payments;
- 13) Maintain any additional financial or other records as may be necessary to the operation of CMHSA;
- 14) All financial statements must receive CMHSA Board approval before submission.

#### E. Support Services Responsibilities

- 1) Provide the support services required to satisfactorily conduct CMHSA's business, including *administrative and* clerical support. *If support services are not conducted by ORA, then with CMHSA approval, ORA will locate and/or hire the necessary support;*
- 2) Maintain up-to-date mailing lists of all CMHSA members, Board members, Executive Committee members, subcommittee members, service providers, and other related parties;
- 3) Arrange meeting facilities including accommodations, equipment, and meals, if desired, for Board meetings;
- 4) Maintain subscriptions to the professional periodicals required to carry out the purposes of this Agreement.

## VI. CMHSA Responsibilities

### A. General Responsibilities

- 1) Appoint a membership committee and develop criteria to disapprove, approve, or approve with conditions, all applications for membership;
- 2) To require members to provide any information required by ORA in carrying out the duties pursuant to this Agreement;

### B. Fiscal Responsibilities

- 1) To name ORA and members of ORA's staff, while working for or on behalf of CMHSA, as additional covered parties on CMHSA's General Liability coverage with the same coverage and limits of coverage provided any other officer of CMHSA; or if CMHSA is insured for these risks, at CMHSA's expense, provide this coverage for ORA and ORA's staff for occurrences where ORA is performing services on behalf of or is in the process of providing any service for CMHSA;
- 2) To pay annual CMHSA membership costs to relevant professional associations;
- 3) To pay all valid invoices for services performed by ORA in a timely fashion; and
- 4) To be truthful and honest with ORA in furnishing all relevant information, whether oral or written.

## VII. TERM & TERMINATION OF AGREEMENT

### A. Term of Agreement

- 1) This Agreement shall be in effective July 1, 2009 through and June 30, 2014, but is subject to earlier termination as outlined below in Paragraph B, Termination.
- 2) This Agreement may be extended for one-year periods upon written agreement of both parties, unless terminated earlier as outlined below in Paragraph B, Termination.

### B. Termination

- 1) This Agreement may be terminated prior to the expiration of the term specified in Paragraph A, Term of Agreement, above in any one of the following ways:
  - (a) By mutual agreement of the parties, expressed in writing.
  - (b) By either party, without cause, by providing the other party not less than one hundred ~~twenty~~ *ninety days* (~~120~~*90*) days written notice.
  - (c) By either party at any time, for good cause, by providing the other party not less than sixty days (60) days written notice. The party attempting to terminate this Agreement for good cause shall specifically outline in writing the factual bases for the allegations of good cause as defined herein, and shall give the other party thirty (30) days after receiving the written notice of termination for good cause to cure the alleged cause for termination. The terminating party shall not unreasonably refuse to accept the proposed cure offered by the other party.
  - (d) If CMHSA determines that ORA is abusing or defrauding, or has abused or defrauded CMHSA or others in relation to this Agreement, CMHSA may immediately terminate this Agreement upon verbal notice to ORA to be followed by written notice.
  - (e) If, during the term of this Agreement, State funds appropriated for the purpose of this Agreement are reduced or eliminated, CMHSA may immediately terminate this Agreement upon written notice to ORA.
- 2) The parties agree that any party attempting to terminate this Agreement for good

cause shall be objectively fair, reasonable, and honest regarding the factual reasons for the termination, and acknowledge that this Agreement contains a covenant of good faith and fair dealing. Each party agrees not to terminate this Agreement for reasons that are trivial, arbitrary, capricious, pretextual, or unrelated to the legitimate business purposes or goals of either party.

- 3) "Good cause" is defined as:
  - (a) A substantial and material failure to comply with the obligations in this Agreement that causes an adverse and material financial loss to the other party; or
  - (b) One that affords a material legal excuse to terminate this Agreement, including the inability to meet its financial obligations to the other party; or
  - (c) Actions or omissions constituting gross negligence or willful misconduct in the performance of the obligations in this Agreement that causes an adverse and material financial loss to the other party.
- 4) In the event of termination, ORA shall deliver to CMHSA, or its designated recipient, all files, reports, and documents, and other work performed by ORA under this Agreement, and upon receipt thereof, CMHSA shall pay ORA, pursuant to the terms of this Agreement, for services performed and authorized reimbursable expenses incurred to the date of termination. ~~The parties will attempt to mutually agree on the amount of payment and the amount of work completed at the time of termination.~~ *ORA shall receive a prorated payment for the month of termination based on the date of termination.* Said amount will be paid to ORA within no more than thirty (30) calendar days from the date of receipt of the items listed above.
- 5) ORA will only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. ORA will not be reimbursed for costs incurred after the date of termination.
- 6) The CMHSA Board of Directors is empowered to terminate this Agreement on behalf of CMHSA.

### C. Suspension of Services

- 1) In the event CMHSA is unable to obtain funding, subject to negotiations, this contract maybe suspended until funding acquired and/or terminated as outlined above in Paragraph B, Termination.

## VIII. COST OF SERVICES

The following fees represent the total compensation for the services described in Article V, ORA Responsibilities. To the extent the services provided to CMHSA under this Agreement should substantially increase because of the demand for additional services, the parties agree to negotiate in good faith the cost of such additional services.

### A. Fees

- 1) Formation Fees – time spent in consultation prior to the official start (July 1, 2009) of CMHSA - \$10,000. *(Question: What consultation services are they being compensated for?)*
- 2) The initial Service fees, beginning July 1, 2009, are FIVE THOUSAND DOLLARS (\$5,000) to be paid per month. Accrual of these fees will begin on the first day CMHSA begins operations with ORA. This amount shall continue until CMHSA secures program revenues.

- 3) Upon the first Program transaction, CMHSA agrees to pay ORA an Annual Contract Price prorated for the number of months remaining in the fiscal year in which the first program transaction occurs. The Fiscal Year contract fees are increased to \$7,500 per month.

#### B. Fee Adjustments

Due to the fact that the growth and rate of growth is unknown, fees beyond the term of this Agreement shall be subject to mutual agreement based on scope and size of service. Factors determining fee adjustment shall include but not limited to:

- Number of members
  - Number of Programs
  - Complexity of Programs
  - Meeting frequency
  - Change in scope of service
- 1) In the event that additional services or extra work not covered by this Agreement are desired by CMHSA, such services will be billed on a time and materials basis at the standard hourly rates ORA charges its other clients or on an agreed upon flat rate basis. Prior to commencing any additional services or extra work, ORA shall prepare a task order describing the scope of work and the costs for the extra services. CMHSA shall have no obligation to pay for extra services by ORA until after the approval of the task order by the President or the Board, as appropriate.
  - 2) All valid and approved invoices are due and payable within 30 days of receipt and shall be considered delinquent if not paid in this time period. All delinquent invoices shall accrue interest at the rate of 2% per annum from the due date until payment is received by ORA.

#### C. Payment

- 1) During the term of this Agreement, payments shall be made by CMHSA to ORA in arrears on a monthly basis;
- 2) ORA shall bill CMHSA monthly in arrears for services provided by ORA;
- 3) Claims received by CMHSA will be paid by in arrears, on a monthly basis with 30 days of receipt of claim.

### IX. PROPERTY RIGHTS

#### A. Ownership of Records

For the purposes of this section, "public records" shall mean public records as defined by the Public Records Act (Govt. Code Section 6250 et seq.), in its current form and as may be amended during the term of this Agreement.

All public records relating to the operations, administration, activities, and finances of CMHSA and its programs shall at all times be and remain the property of CMHSA. ORA shall make them available to the public pursuant to the Public Records Act. Except as provided below, all computer hardware and equipment and computer software programs shall at all times be and remain the property of ORA.

All records relating to the operations, administration, activities, and finances of CMHSA shall at all times be and remain the property of CMHSA. At the termination of this Agreement, all such materials shall be returned to CMHSA. ORA may, at its sole cost and expense, and with the permission of CMHSA, make and maintain copies of any CMHSA records (but not including confidential or privileged records) for use and retention both during and

after the termination of this Agreement. The copies may be made on paper, computer disk, or any other format or media deemed desirable by ORA.

#### **B. Client Intellectual Property**

All data, information, documents, books and records, processes, business methods, equipment, software (in source and object code form), data, or other materials supplied or purchased from vendors outside this agreement, by CMHSA relating to, or for use in, the provision of the Services to CMHSA, and all intellectual property rights therein, will be and remain the sole property of CMHSA. ORA shall have no rights or interest in the property described in this section.

#### **C. ORA Intellectual Property**

All software and other intellectual property (a) owned by ORA prior to the Effective Date which is used in connection with the Services, or (b) of which ORA acquires ownership after the Effective Date and which is used in connection with the Services, or (c) developed by or on behalf of ORA for use by CMHSA after the Effective Date will be and remain the exclusive property of ORA, hereafter "ORA and CMHSA will have no rights or interests in the ORA IP except as described in this Section.

#### **D. Copyrights and Trademarks**

Any proprietary work including materials that may be copyrighted and names used with respect to products and services provided by ORA in the performance of this Agreement are also the property of ORA, whether formally copyrighted or registered as a servicemark. All rights of use, if any, provided to CMHSA, are subject to ORA's right to terminate use of such materials and names and upon termination are not subject to further use by CMHSA. In the event that such materials have been registered by copyright or trademark, CMHSA as part of this Agreement as to any materials provided to the Board, members affiliates, agents, successors and assigns, agrees to use the appropriate designations; TM, SM, as appropriate and when so advised by ORA.

### **X. EMPLOYMENT RELATIONSHIP OF ORA**

#### **A. Status**

- 1) ORA is and at all times shall remain an independent contractor. Neither CMHSA nor any of its agents shall have control over, nor vicarious liability for, the conduct of ORA employees or subcontractors.
- 2) During the term of this Agreement and for twelve (12) months following termination of this Agreement, CMHSA agrees that it will not approach, solicit, attempt to hire, hire, or cause another entity or person to hire any ORA employee without the prior express written permission of ORA.

### **XI. INDEMNIFICATION**

ORA agrees to indemnify, protect, defend, and hold harmless CMHSA and its officers, employees, and agents, from any and all liability claims for damages by reason of any injury to person or persons, including, but not limited to, ORA, its associates or employees, or property damage claims of any kind whatsoever and to whomsoever belonging, including, but not limited to, ORA, its associates, and employees from any cause or causes whatsoever arising out of the negligent performance or failure to perform of ORA, its associates, or employees pursuant to its obligations under the terms of this Agreement; provided, however, that ORA shall not be liable to indemnify CMHSA for any injury to persons or property which may result from the action or non-action of CMHSA, or its directors, officers, agents, or employees (but not including ORA or its employees). ORA shall also hold CMHSA harmless against any liability which the Authority may incur toward ORA's employees, specifically including liability for the payment of workers' compensation benefits.

**XII. INSURANCE REQUIREMENTS**

ORA shall at all times maintain in full force and effect workers' compensation insurance covering all employees of ORA in an amount required by the laws of the State of California. ORA hereby declares that said employees are the employees of ORA and at no time shall said employees be deemed to be in the employ of CMHSA. ORA shall hold CMHSA harmless against any liability which it may incur toward said employees, specifically including liability for the payment of workers' compensation benefits.

ORA shall maintain Commercial General Liability (CGL), general liability and automobile (vehicles owned or leased by ORA) liability insurance in an amount no less than \$1,000,000 per occurrence.

ORA shall maintain Professional Liability insurance in an amount of not less than \$1,000,000 per occurrence with a deductible of not more than \$25,000.

ORA shall maintain premises property insurance which shall include a provision to provide reimbursement for the expense of reproduction of papers which may be lost due to a fire.

**XIII. ASSIGNMENT**

CMHSA and ORA each binds itself, its principals, successors, assigns, and legal representatives to the other party to this Agreement and to the principals, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CMHSA nor ORA shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

**XIV. ASSURANCES & DISCLAIMERS**

**A. Conflicts of Interest**

ORA hereby certifies, to the best of its knowledge, that it has no conflict of interest in carrying out the provisions of this Agreement. Should any conflict, apparent or real, occur in the future, all parties to this Agreement shall be notified immediately in writing.

**B. Disclaimer of Guarantee**

ORA has made no promise or guarantee to CMHSA about the outcome of CMHSA's matters, and nothing in this Agreement shall be construed as such a promise or guarantee.

**C. Non-Discrimination**

ORA agrees that it will not discriminate in any way in the providing of these services on the basis of any characteristic or condition that is illegal or prohibited by law.

**D. Further Assurances**

Each party agrees to execute any additional documents and to perform any further acts which may be reasonably necessary to effect the purposes of this Agreement.

**XV. NOTICES**

Except as may otherwise be required by law, any notice to be given shall be in writing and shall be personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

CMHSA:

ORA:

John E. Chaquica

Optimum Risk Advisors

Notice delivered personally or successfully sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first-class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the address to which notice is to be given by providing written notice pursuant to this section.

## **XVI. DISPUTES CONFLICT RESOLUTION**

### **A. Arbitration**

If any dispute, controversy, or claim arises out of or relates to the enforcement, or interpretation of this Agreement or any part thereof, the parties agree to submit the dispute, controversy, or claim to binding arbitration. Such arbitration shall be conducted by a single arbitrator. If, within twenty (20) days from the receipt of a request to arbitrate (or such longer period mutually agreed to by the parties), the parties are unable to agree on an arbitrator, then a single arbitrator shall be appointed pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Except as provided in Section V, each party shall bear its own costs and expenses of any arbitration. Each party shall pay one-half of the costs of the arbitrator.

Any arbitration under this section shall be conducted in the County of Sacramento, unless otherwise agreed to by both parties.

The prevailing party in any arbitration, mediation, court trial, jury trial or appeal to enforce or interpret any provision of this Agreement shall be entitled to reasonable attorneys' fees and costs.

### **B. Waiver**

The waiver by either party of a breach by the other party of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

### **C. Severability**

If any section or provision of this Agreement is held to be void, invalid or unenforceable, the remaining sections and provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

### **D. Interpretation, Terms, and Conditions**

- 1) This Agreement shall be governed by and interpreted under the laws of the State of California.
- 2) This Agreement integrates all terms and conditions mentioned herein or incidental hereto, and supersedes all oral negotiations and prior writings with respect to the matter hereof. In the event of conflict between terms, conditions or provisions of this Agreement and such document or instrument, the terms and conditions of the Agreement shall prevail.

IN WITNESS HEREOF, the parties hereto have executed this Agreement the day and year first above written.

Optimum Risk Advisors

\_\_\_\_\_  
John Chaquica, President

\_\_\_\_\_  
Dated

California Mental Health Services Authority

\_\_\_\_\_  
President

\_\_\_\_\_  
Dated

California Corporations Code section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the board, the president or any vice-president and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Optimum Risk Advisors is the DBA for George Hills Company, Inc,

Federal Employer Identification Number 94-2546177.

October 15, 2009  
Agenda Item 7.B.

**ADMINISTRATIVE MATTERS**

**SUBJECT: Consider/Approval of CMHSA Legal Counsel-Murphy, Campbell, Guthrie, and Alliston**

**BACKGROUND AND STATUS:**

Optimum Risk Advisors (ORA), a division of George Hills Company, Inc. presented a suggestion for CMHSA Legal Counsel at the September 9, 2009 Meeting. The Board was instructed to look over the proposal and bring any questions or concerns to the October Board Meeting.

**RECOMMENDATION:**

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

**REFERENCE MATERIALS ATTACHED:**

\*General Counsel Proposal

**GENERAL COUNSEL SERVICES PROPOSAL**

**Responsible Attorneys:**

**DOUGLAS R. ALLISTON**

**GEORGE E. MURPHY**

## **Relevant Experience of Murphy, Campbell, Guthrie & Alliston**

Douglas Alliston understands the nature and needs of California Joint Powers Authorities, having provided general counsel services to primary and excess joint powers authorities since the mid-1990s. Such services include:

- Closed session advice and consultation to JPA boards, committees and their managers regarding operational matters and related legal issues;
- Providing guidance about the Brown Act, the Public Records Act, the Political Reform Act, and the Tort Claims Act and other pertinent legislation;
- Review and revise JPA organizational documents such as JPA agreements, bylaws and coverage memoranda and insurance;
- Provide training and seminar services to JPA manager staffs; and
- Represent the JPAs in legal disputes.

Mr. Alliston has advised school district JPAs such as the Northern and Southern California Regional Liability Excess Funds (ReLiEF) and the Statewide Association of Community Colleges (SWACC), but also for other entities such as CSAC-Excess Insurance Authority, North Bay Schools Insurance Authority, BETA Healthcare Group Risk Management Authority, Schools Alliance for Workers Compensation Excess II (SAWCX-II), and San Gabriel Valley School District SIA. In the past, Mr. Alliston served as acting board counsel to California Affiliated Risk Management Authorities (CARMA), where he periodically appeared at board meetings.

The firm has additional public entity experience. George Murphy has represented over 40 different public entities, mostly in the context of appeals and coverage. He has obtained approximately 20 published opinions establishing significant precedent favorable to public entities in California.

The firm's members have consistently participated in JPA educational efforts. Mr. Alliston has attended CAJPA conferences since the 1990s, and was a speaker at the 2005 Annual Meeting about CIGA, its coverage for specific excess workers' compensation policies purchased by JPAs, and the legislative resolution of a pending dispute with such JPAs and others. At the 2007 annual PARMA meeting, George Murphy gave a presentation about public entities and the civil appellate process.

Murphy, Campbell, Guthrie & Alliston has earned the highest possible rating of "A-V" from the preeminent attorney rating service of Martindale – Hubbell Law Directory. The "A" signifies that the firm has very high to preeminent legal ability; the "V" signifies "Very High" for general recommendations. The firm is an associate member of the California Association of Joint

Powers Authorities (CAJPA). A more specific discussion of the firm's experience with JPAs follows for your review. A firm résumé is attached.

### **Philosophy in Representation of JPAs**

Our job is to make your job easier, with fewer legal distractions so you can direct your time and energy to your JPA's primary mission.

The firm's attorneys recognize that some issues require immediate analysis and advice, and structure their practices accordingly. Mr. Alliston makes it a point to be available to his clients at all times, so that a call to him will typically be answered immediately, or returned within the hour. Unlike many firms, the firm recognizes that attorneys with significant consultation and transactional practices cannot consistently make themselves available to clients if they attempt at the same time to engage in a heavy litigation workload. Thus, for example, Mr. Alliston limits his litigation practice to coverage disputes or other similar matters where the issues are primarily legal, so that he is able to remain reachable by his clients as much as possible. Other attorneys at the firm engage in litigation full time, so that their expertise is available when needed.

If Mr. Alliston cannot be reached and immediate action is required, George Murphy will be available in most cases to assist. Mr. Alliston and Mr. Murphy have "smart" phones and can be reached virtually any time by voice, email or text messaging. Clients always receive a prompt response.

The firm is also sensitive to the need of JPAs to conserve their financial resources, and therefore will assist in avoiding unnecessary expense. For example, while it is sometimes important for board counsel to be present at board meetings, regular meetings do not necessarily require counsel's attendance. Thus, the firm can be available by telephone if issues arise, or can be contacted by the manager following the meeting if research, analysis and advice are needed by the time of the next board meeting.

### **Billing**

The professional services of Douglas Alliston and George Murphy will be billed at \$185 per hour. Any associate time would be billed at \$150 per hour.

There is no charge for communications such as toll charges for long distance telephone calls, U.S. Mail postage, or sending and receiving facsimiles. We charge our actual costs for use of overnight delivery or messenger services, where they are necessary due to circumstances beyond our control. Photocopying is charged at \$0.15 per page for in-house copying, or our actual cost for out-sourced copying, which is reserved for larger jobs.

Travel expenses such as airfare, car rental, parking, lodging and meals are billed at our actual cost, which we seek to minimize as much as reasonably possible. Mileage is charged at the per-mile rate set by the Internal Revenue Service. We do not charge mileage for travel within Sacramento County.

Our billings are normally sent out monthly with payment to be made within 30 days of statement of services. However, we will follow existing practices for the JPA if their billing cycles are otherwise.

### **Insurance**

The firm maintains professional liability, CGL, Business Auto and Workers' Compensation coverages, and will provide certificates of insurance or other verification upon request.

## **References**

Erik Knak, Manager  
Northern Calif. Schools Insurance Group  
c/o InterWest Insurance Services, Inc.  
PO Box 992337  
Redding, CA 96099  
(530) 222-1737

Gordon Templeton  
North Bay Schools Insurance Authority  
380-A Chadbourne Road  
Fairfield, CA 94534  
(707) 428-1830

Michael Simmons  
Vice Chairman Public Entities  
Alliant Insurance  
500 Washington Street, Suite 300  
San Francisco, CA 94111-2933  
(415) 403-1425

Tony Hayes  
Keenan & Associates  
1111 Broadway, Suite 2000  
Oakland, CA 94607  
(510) 986-6750

Andrea Raub, V.P. Claims  
BETA Healthcare Group Risk Mgmt. Auth.  
1443 Danville Boulevard  
Alamo, CA 94507-1911  
(925) 838-6070

Jack Blyskal  
CSAC Excess Insurance Authority  
3017 Gold Canal Drive  
Rancho Cordova, CA 95670  
(916) 631-7363

## **List of Current JPA Clients of the Firm**

North Bay Schools Insurance Authority  
BETA Healthcare Group Risk Management Authority  
California Joint Powers Risk Management Authority  
Southern California Regional Liability Excess Funds (ReLiEF)

## **Entities Also Advised or Represented**

Statewide Association of Community Colleges (SWACC)  
Northern California ReLiEF  
CSAC-Excess Insurance Authority  
Schools Alliance for Workers Compensation Excess II (SAWCX-II)  
San Gabriel Valley School District SIA  
California Affiliated Risk Management Authorities (CARMA)

October 15, 2009  
Agenda Item 7.C.

**ADMINISTRATIVE MATTERS**

**SUBJECT: Memorandum of Understanding/Scope of Work for CMHSA Projects**

---

**BACKGROUND AND STATUS:**

At the September 9, 2009 Strategic Planning Board Meeting Dr. Clark presented "Exhibit A Description of Services". According to Dr. Clark this document could be used for each County to take to their County Councils to request funding be sent to CMHSA for future projects. Mr. Rawland suggested the newly formed CMHSA Workgroup (Allan Rawland, Mike Oprendeck, and Dr. Wayne Clark) make revisions, additions, and minor changes to the document to make it more universally appropriate for all County Councils. The CMHSA Workgroup was to work on the document, perfect it, and present it at the October Board Meeting.

**RECOMMENDATION:**

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

**REFERENCE MATERIALS INCLUDED:**

\*Exhibit A Description of Services

## **EXHIBIT A DESCRIPTION OF SERVICES**

### **PREVENTION & EARLY INTERVENTION CAPACITY BUILDING PROJECTS**

The ADMINISTRATOR, in collaboration with the COUNTY, will provide administration of the JPA and serve as the fiscal agent for one or more of the following Projects:

- A. Project 1 – Community Development to Foster Wellness**
  - a. Statewide Goal – System change to wellness focus
  - b. Statewide Activities:
    - i. Develop a “toolkit” of materials to support community-level and organization-level development for Prevention & Early Intervention (PEI) and wellness
    - ii. Facilitate a learning collaborative of members interested in working together on this project
    - iii. Document local activities, lessons learned, and outcomes
  - c. Local Activities: To be determined by COUNTY
  
- B. Project 2 – Primary Care Linkage**
  - a. Statewide Goal – Increased collaboration and funding
  - b. Statewide Activities:
    - i. Collect/develop best practices materials and policy papers on behavioral health/primary care integration.
    - ii. Facilitate training/symposia on behavioral health/primary care integration
    - iii. Document member activities, lessons learned and outcomes
  - c. Local Activities: To be determined by COUNTY
  
- C. Project 3 – Evaluation and Quality Improvement**
  - a. Statewide Goal - Program performance evaluation and quality improvement
  - b. Statewide Activities:
    - i. Develop dashboard of common PEI outcomes and collect and report data for JPA members
    - ii. Identify and disseminate evaluation tools
  - c. Local Activities: To be determined by COUNTY
  
- D. Project 4 – Promoting Wellness in Culturally Diverse Communities**
  - a. Statewide Goal – Reducing disparities and stigma
  - b. Statewide Activities:
    - i. Identify and disseminate resources for culturally relevant PEI strategies
    - ii. Training on culturally effective practices and strategies
  - c. Local Activities: To be determined by COUNTY

**EXHIBIT A**  
**DESCRIPTION OF SERVICES, continued**

**E. Project 5 – Implementing “Triple P”, a parenting skills curriculum**

- a. Statewide Goal – Implementing best practice
- b. Statewide Activities:
  - i. Arrange training with practice developers
  - ii. Provide statewide implementation and evaluation support
- c. Local Activities: To be determined by COUNTY

Additional Projects, and/or modifications to the above-listed Projects, as mutually determined by ADMINISTRATOR, on behalf of the CMHSA and COUNTY may be added only by written modification of this **Exhibit A** during the term of this Agreement.

October 15, 2009

Agenda Item 7.D.

**ADMINISTRATIVE MATTERS****SUBJECT: Debrief of the CMHSA Workgroup and Meeting with Dr. Mayberg from the  
Department of Mental Health**

---

**BACKGROUND AND STATUS:**

At the September 9, 2009 Strategic Planning Meeting the Board suggested creating a Workgroup, comprised of three (3) individuals from CMHSA (Allan Rawland, Mike Oprendeck, and Dr. Wayne Clark). The workgroup was to meet with Dr. Mayberg, discuss and develop a document that could be sent to the state requesting each Counties funds be transferred to CMHSA. Dr. Mayberg will be presenting at the October Board Meeting a Draft MOU between Department of Mental Health (DMH) and California Mental Health Service Authority (CMHSA).

- Meeting: Allan Rawland and Mike Oprendeck with Dr. Mayberg –September 23, 2009
- Meeting: John Chaquica with Mark Heilman and Denise Arend-October 7, 2009

**RECOMMENDATION:**

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

**REFERENCE MATERIALS ATTACHED:**

None

---

October 15, 2009

Agenda Item 7.E.

**ADMINISTRATIVE MATTERS**

**SUBJECT: Governing Document-Review and Discuss Draft CMHSA Bylaws**

---

**BACKGROUND AND STATUS:**

Please bring copy of Draft CMHSA Bylaws to the October 15, 2009 Board Meeting, they can be found at the following link <http://www.cimh.org/About/California-Mental-Health-Services-Authority.aspx>. Bylaws are currently in draft form. The staff recommends keeping the Bylaws in draft form as new members are added to the Board and approve as final before end of December.

**RECOMMENDATION:**

Review and Discuss Draft CMHSA Bylaws.

**REFERENCE MATERIALS ATTACHED:**

\*CMHSA Bylaw Changes

## CMHSA Bylaw changes

### 9.1—Budget Approval

The Board shall adopt an annual budget by July 1, of each year, with receipt of first draft budget by May 1. The budget shall first be reviewed by the Executive Committee by April 1 of each year. The membership of the Authority shall receive the draft budget by June 1 of each year.

### 9.2—Design of Budget

The budget shall be prepared in the composite for the benefit of the Authority, and for each approved or proposed programs of the Authority. The budget shall include sufficient background, methodologies, and support for understanding by the Board and the Authorities members. The budget shall further be detailed to disclose each member's participation in each program and respective share of each program.

The budget shall be sufficiently detailed to coincide with standards of which the Authority's financial statements are prepared and as defined in Section 10.3. This shall include the allocable share of administrative costs.

### 9.3—Revisions

Any revisions of the budget can be approved by the Executive Committee, as long as the revisions are within the original appropriations approved by the board. All other revisions shall only be approved by the Board.

### 9.4—Compliance

The Authority shall prepare any additional financial budget analysis that is required as a result of regulatory provisions from funding sources.

### 10.1 leave as is, except change title to Administration of Funds--General

### 10.2—General Fund

A general fund shall be established and maintained to receive monies of the Authority, and to account for the general operations. A separate accounting system shall be kept for each program administered by the Authority.

### 10.3—Program Funds

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.

### 10.4—Reserve Fund

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

### 10.5—Member Accounts

For certain programs and activities it will be necessary for the accounting 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.

### 10.6—General and Administrative Costs

The Authority shall incur costs that are general and administrative in nature, and which support any 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.

#### 10.7—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.

#### 10.8—Deposit –PUT IN WHAT IS THERE ALREADY AT SECTION 10.2, SAME GOES FOR 10.3>>10.9

October 15, 2009

Agenda Item 7.F.

**ADMINISTRATIVE MATTERS****SUBJECT: Discussion/Consideration of Alternative Voting Structure for CMHSA****BACKGROUND AND STATUS:**

The current voting structure as defined in the CMHSA JPA Agreement – Article 5 is as follows:

*A majority of the membership of the **Board** shall constitute a quorum for the transaction of business. For voting purposes there shall be a total of 75 votes, whereas each **member** shall have one vote. The remaining votes shall be allocated to each **member** based on each **member's** proportionate percentage of the population based on the most recent census. This calculation shall be performed and reviewed annually in June, prior to the next fiscal year. Except as otherwise provided in this **Agreement** or any other duly executed **Agreement** of the **members**, all actions of the **Board** shall require the affirmative vote of a majority of the **members** present and voting; provided, that any action which is restricted in effect to only one of the **Authority's Programs**, shall require the affirmative vote of a majority of those **Board members** who participate in that **Program**.*

Staff was directed to research alternative JPA voting systems and a summary of CSAC's voting system is attached. This information has been provided for discussion and consideration in addressing one of the issues expressed by the small counties. The Board could define the authority of the Board of the Directors and define the voting system to be utilized as done in Article 4.3.1 of the Draft Bylaws.

Items for Board Discussion/Consideration:

- General JPA operations and Program approval - utilize the "weighted voting."
- Program operations – utilize one member, one vote. (Language may need to be added to the Program documents to protect fiscal solvency).

**RECOMMENDATION:**

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

**REFERENCE MATERIALS ATTACHED:**

\*CSAC Voting System Information

## SUMMARY OF CSAC-CALIFORNIA STATE ASSOCIATION OF COUNTIES VOTING

Executive Committee: serves at the discretion of the Board includes up to fifteen (15) voting members

- President, First Vice President, Second Vice President, Immediate Past President, six (6) Directors representing the urban caucus, three (3) Directors representing the suburban caucus, two (2) directors representing the rural caucus

Board of Directors: composed of sixty-two (62) members: one designated supervisor member from each CA member County, plus the president, immediate past president, first vice president, and second vice president. Each county Board of Supervisors may designate additional county supervisors from their board as alternate board member for the purpose of voting in the absence of the designated board member.

A simple majority of members present and voting following the establishment of a quorum for board meetings is required to pass measures. A two-thirds affirmation vote of all board members is required to amend the constitution.

Voting: the Board of Directors is the final authority for any matter requiring a vote, except as provided in the Constitution relative to Executive Committee and general membership powers. Matters requiring votes can take four forms:

- Acclamation
- Voice Votes
- Roll Call Votes
- Weighted Votes

Alternates: may only participate in voice, roll call, or weighted votes if they are replacing the absent board of director member from their county.

Caucuses: votes taken in the caucuses will be by a one-county, one-vote rule of those present and voting.

**Weighted Votes: weighted voting can only be employed by the Board of Directors (not by the Executive Committee, Policy Committees, or task force). Weighted votes can be requested by any Board member, with a required second from another Board member. Any weighted vote will be a roll call vote. Weighted votes must be cast in whole by the voting county and may not be split.**

**A simple majority of members present and voting is required for passage except that amendments to the Constitution require a 2/3 vote of members. On state ballot positions a quorum of fifty percent plus one of the member counties and a minimum of fifty percent plus one of the member counties must cast votes to adopt a position on a ballot proposition by the Board.**

Weighted votes are based on a CSAC dues structure formula with a ceiling and a floor. Votes per county under the formula range from one vote for the lowest dues bracket to fourteen for the highest dues bracket.

Rural Caucus Policy for Executive Committee member Selection: executive committee is comprised of four rural members, including one officer and one alternate. The alternate member will be elected at large. Authority for the conduct of the caucus rests with each caucus.

Suburban Caucus Policy for Executive Committee Member Selection: executive committee is comprised of five suburban members, including one officer and one alternate. This plan divides the state into three areas, with one member from each area. The fourth and fifth members may be selected from any suburban county.

Urban Caucus Policy for Executive Committee Member Selection: executive committee is comprised of eight urban members, including one officer and one alternate. The primary criterion for recommendation to the executive committee shall be the willingness to participate and attend the meetings of the committee. A rotation schedule shall be used as a secondary method for selection if more counties are interested in appointments than seats available.

---

October 15, 2009

Agenda Item 7.G.

**ADMINISTRATIVE MATTERS**

**SUBJECT: Designate Presenter and Discuss Presentation for the Oversight Accountability  
Committee Meeting**

---

**BACKGROUND AND STATUS:**

It was brought to the CMHSA Board's attention that there may be a request from the Oversight Accountability Committee (OAC) for a presentation about the JPA at the October 22, 2009 meeting. It should be discussed and decided who and what should be included in the presentation upon receipt of an invitation from the OAC. Suggestions regarding the presentation:

- 1) Who is the CMHSA Board?
- 2) What is the CMHSA JPA?
- 3) How many Counties have signed on and are intending to sign on?
- 4) How can the JPA could be a potential vehicle for the implementation of the PEI statewide project goals?

**RECOMMENDATION:**

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

**REFERENCE MATERIALS ATTACHED:**

\*Presentation to OAC Committee in June

“There Is Nothing More Powerful Than  
An Idea Whose Time Has Come.”

— VICTOR HUGO

Presentation  
Regarding  
**California Mental Health  
Services Authority  
(CMHSA)**

June 17, 2009

# Purpose of Presentation

## This Presentation will Provide:

1. Basic information regarding the form and function of a Joint Power Authority (JPA)
2. Basic information about why county governments, through their county mental health departments, are creating a JPA
3. Status Report on the Formation of such a JPA
4. Frame discussion about MHSA PEI Statewide Projects and JPA

# What is a Joint Powers Authority?

- **Definition:** JPA is an institution permitted under law, whereby two or more public authorities (e.g. [local governments](#), or utility or transport districts) can operate collectively.
  - Section 6500 State Government Code
  - Distinct from the member authorities
  - Separate operating boards of directors
  - Powers derived from & established by participating agencies
  - Can employ/contract staff and establish policies independently of the constituent authorities.

# CMHSA—What's Its all About?

## Why a Joint Powers Authority (JPA)?

- Background and Purpose of California JPAs

## How Will Creating CMHSA Increase Our Operational Efficiency and Maximize Service Performance?

- Purposes
- Benefits
- Risks

## CMHSA—Stages of Growth



# Defining your JPA

## **JPA Purpose:**

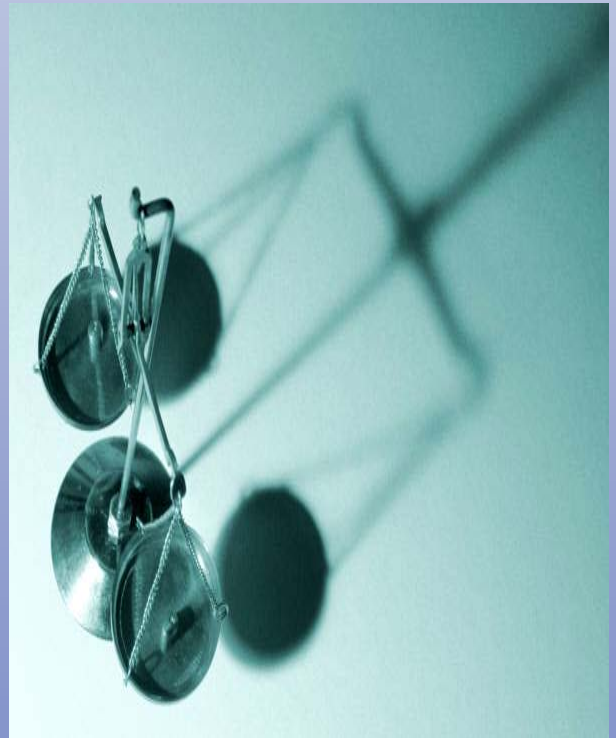
To increase the fiscal and operation efficiency and performance of the entities involved. This distinguishing purpose comes in many forms with shared goals, objectives and desired outcomes.

- Self Insurance and Risk Management
- Joint Services Delivery – mental health, fire, police, sanitation, education, legal and others
- Financing Facilities
- Facility Construction or Operation

# Defining your JPA

## Benefits

- Ease of Formation & Regulations
- Shared Operational & Admin Costs
- Flexible/Dynamic/Scalable
- Managed by Member-Selected Board



# JPA Governance

## Participatory

- Member Representation/Officer on the Board
- Sub-Committees/Executive Committees
- Governing Documents and Policies
- Membership Criteria
- Management of the JPA
- Board Voting-by member or weighted
- Public Review and Comment

## Shared

- JPA Agreement
- JPA Bylaws



# CMHSA—Defining, Developing, Delivering

## Blueprint for Success *Stages of JPA Growth*

- Formation
- Strategy
- Operation
- Finance
- Program
- Service Provider
- Strategic Partner



# California Mental Health Services Authority JPA Purpose

This Agreement is entered into by the Members in order to jointly develop, and fund mental health services and education Programs as determined on a regional, statewide, or other basis. Such Programs may include, but are not limited to, the following:

- Addressing Suicide Prevention.
- Ethnic and Cultural Outreach.
- Reducing Stigma and Discrimination Related to Mental Illness.
- Student Mental Health and Workforce Training and Education.
- Training, technical assistance, and capacity building.
- The Provision of Necessary Administrative Services. Such Administrative Services May Include, but Shall Not be Limited to, Establishing a Depository for Research Materials and Information Regarding “Best Practices.”

# California Mental Health Services Authority

## JPA Benefits

- The Programs developed comply with state guidance/ regulation but are designed to meet local and diverse needs
- Administrative efficiencies for counties seeking to act regionally or jointly to achieve statewide goals
  - Jointly management of administrative requirements for work plans therefore reducing individual county burden and overhead costs
- Flexibility and Scalability of Program Design
- Centralize forum to collect information about statewide trends and accomplishments

# Important Issues to Remember

- In the JPA, counties choose if they want to act jointly on a project. If a county does not want to participate, they can freely elect not to.
- The JPA, is a vehicle for counties to act jointly on a project, but the JPA would contract with other entities to implement the project and to monitor the performance of the project.
- Counties acting jointly through the JPA on a project would still be required to follow any guidance or regulations governing the use of funds for the project.
- As a governmental entity the JPA is required to comply with the Brown Act, therefore meetings are public with public comment.

# California Mental Health Services Authority

## Formation Committee

- Curtis Boewer, MPA, MFT – Colusa County
- Karolyn Rim Stein, RN – Humboldt County
- Wayne Clark, PhD – Monterey County
- Allan Rawland, MSW – San Bernardino County
- Karen Baylor, PhD, MFT – San Luis Obispo County
- Mike Oprendek, LCSW – Solano County
- Denise Hunt, MFT – Stanislaus County

# California Mental Health Services Authority

## Proposed Slate of Officers

- President, Allan Rawland – San Bernadino County
- Vice President , Mike Oprendek – Solano County
- Secretary, Wayne Clark, Bay Area Representative – Monterey County
- Treasurer , Curtis Boewer – Colusa County
- Southern Area Representative , Karen Baylor – San Luis Obispo County
- Central Area Representative , Denise Hunt – Stanislaus County
- Superior Area Representative , Karolyn Rim Stein – Humboldt County

# JPA – Status and Timeline

- June
  - 7 Counties have joined CMHSA
  - 15 Counties are in the process of joining
  - The JPA was filed this week with the Secretary of State
  - CMHDA is assisting counties and county mental health directors to learn more about the JPA, its governance, benefits and purpose, to support their joining the CMHSA
- July
  - Officially filing the CMHSA with appropriate state authorities
  - Once filed, CMHSA can enter into contracts and must follow the requirements for JPA – including the Brown Act

# JPA – Status and Timeline

CMHDA felt it was important to provide MHSOAC Services Committee with information regarding the JPA (CMHSA) formation, function and timeline for becoming operational

At this time what is clear is that CMHSA could provide a vehicle for counties to act jointly to meet statewide goals – including the goals of the PEI Statewide Projects

If CMHSA was such a vehicle, and the MHSOAC has expenditure approval authority, a committed partnership would be needed

## **BUT**

It is premature to discuss the details of what or how CMHSA could accomplish this specifically for PEI Statewide Projects

# JPA – Status and Timeline

The CMHSA formation committee is focused on establishing the membership of the CMHSA prior to determine what programs it will administer.

CMHDA and county mental health representatives on the MHSOAC committee look forward to working in a small group on further details and recommendations.

# CMHDA Position on Statewide PEI Projects

CMHDA reported at the MHSA MHSOAC meeting that the Governing Board passed the following motion on May 13, 2009:

*CMHDA is committed to supporting the Suicide Prevention, Stigma and Discrimination Reduction, Student Mental Health, Training, Technical Assistance and Capacity Building and Reducing Ethnic and Cultural Disparities PEI Statewide Initiatives.*

# CMHDA Position on Statewide PEI Projects

CMHDA has demonstrated a willingness as an advocacy association to resolve obstacles and barriers to achieving the goals of the PEI Statewide Projects, but we also remain focused on solutions that will be time and cost efficient and effective.

CMHSA (JPA) could be a viable solution to meeting statewide goals without the assignment of local county assistance funds to the State Department of Mental Health but it needs further investigation and such a decision to be directed by member counties of CMHSA

# CMHDA Position on Statewide PEI Projects

In preparation for this meeting CMHDA's Governing Board made the following motion:

*Decisions should be equitable to all counties. As a result, if the MHSOAC decides that Statewide PEI Project funds can be used for local or regional programs, counties that have assigned their portion of Statewide PEI Projects funds back to the state should be able to retrieve the funds for local or regional use.*

# CMHDA Position on Statewide PEI Projects

Counties could elect to pool their Statewide PEI Project funds and use the CMHSA to meet Statewide goals

MHSOAC would provide guidance for how counties could submit workplans (individually, jointly or as regions) to accomplish identified Statewide PEI Projects goals.

The input of stakeholders in developing this guidance would be necessary as it is part of MHSOAC's role

# CMHSA—Questions and Answers



October 15, 2009

Agenda Item 7.H.

**ADMINISTRATIVE MATTERS**

**SUBJECT: CMHSA Logo**

---

**BACKGROUND AND STATUS:**

Mr. Opredek suggested that the CMHSA Board members discuss a logo for the CMHSA JPA website and other JPA material. Mr. Opredek suggested the logo visualize who the JPA is and what the JPA stands for. CiMH has compiled some samples which are attached.

**RECOMMENDATION:**

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

**REFERENCE MATERIALS ATTACHED:**

\*CMHSA Logo Samples

**CalMHSA**  
California Mental Health Services Authority



**CalMHSA**  
California Mental Health Services Authority



**CalMHSA**  
California Mental Health Services Authority



**CalMHSA**

California Mental Health Services Authority

---

October 15, 2009

Agenda Item 7.I.

**ADMINISTRATIVE MATTERS**

**SUBJECT: CMHSA Strategic Planning, September 9, 2009-Goals and Objectives**

---

**BACKGROUND AND STATUS:**

A Strategic Planning Session took place at the Board of Directors Meeting on September 9, 2009. It was suggested that there be a follow up discussion regarding whether action or work is needed. The following are general areas that need to be addressed:

- Figure out a mechanism to move funds from state to County to JPA
- Retain Legal Counsel
- Explores Statewide Administration Funds to support administering the projects
- Create and Implement Specific Projects
- Research/Analyze effectiveness of those Projects
- Distribute findings and conclusions of Projects

**RECOMMENDATION:**

Accepts the Goals and Objectives for the Strategic Plan.

**REFERENCE MATERIALS ATTACHED:**

None

October 15, 2009

Agenda Item 8.A.

**FINANCIAL MATTERS**

**SUBJECT: CMHSA Financial Report**

---

**BACKGROUND AND STATUS:**

CMHSA is currently comprised of eight (8) Counties: San Bernardino County, Solano County, Monterey County, Colusa County, San Luis Obispo County, Stanislaus County, Shasta County, and Sutter/Yuba County. Optimum Risk Advisors (ORA) along with CMHSA Treasurer, Curtis Boewer of Colusa County will present an updated Financial Report.

**RECOMMENDATION:**

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

**REFERENCE MATERIALS ATTACHED:**

None