

# Board of Directors Meeting

## AGENDA

July 9, 2009

3:00 p.m. – 5:00 p.m.



Doubletree Hotel Sacramento  
2001 Point West Way  
Sacramento, CA 95818  
916-929-8855

California Mental Health Services Authority  
(CMHSA)

Board of Directors Meeting

Agenda

Thursday, July 9, 2009

3:00 p.m. – 5:00 p.m.

Doubletree Hotel Sacramento

2001 Point West Way

Sacramento, CA 95818

916-929-8855

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

*Materials relating to an item on this agenda submitted to this Board after distribution of the agenda packet are available for public inspection at: 2125 19<sup>th</sup> Street, Sacramento, CA 95818, during normal business hours.*

**1. CALL TO ORDER**

**2. INTRODUCTIONS**

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

**\*4. APPROVAL OF CMHSA BOARD OF DIRECTORS AND SLATE OF OFFICERS**

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

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

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

\*A. Minutes from the June 11, 2009, Formation Committee Meeting  
**Recommendation: Staff recommends the Board formally consider approval of the Consent Calendar.**

7. **PRESENTATIONS**

\*A. Training, Technical Assistance and Capacity Building (DMH Info Notice 08-37)  
**Recommendation: For discussion and/or action should action be deemed appropriate.**

B. Report on Member Outreach  
**Recommendation: For discussion and/or action should action be deemed appropriate.**

8. **ADMINISTRATIVE MATTERS**

\*A. Governing Document - Approve and File CMHSA Joint Exercise of Power Agreement  
**Recommendation: Approve and File the Joint Exercise of Power Agreement**

\*B. CMHSA Formation and State Filings  
**Recommendation: Accept and File the Required Formation State Filings**

\*C. Governing Document - Review and Discuss Draft CMHSA Bylaws  
**Recommendation: Review and Discuss Draft CMHSA Bylaws**

\*D. CMHSA Resolution No. 09-01-Conflict of Interest Policy  
**Recommendation: Approve CMHSA Resolution No. 09-01-Conflict of Interest Policy.**

\*E. CMHSA Resolution No. 09-02-Record Retention Policy  
**Recommendation: Approve CMHSA Resolution No. 09-02-Record Retention Policy.**

\*F. CMHSA Calendar of Meetings  
**Recommendation: For discussion and/or action should action be deemed appropriate.**

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

**9. FINANCIAL MATTERS**

- \*A. CMHSA Resolution 09-03- Authorizing Establishment of Bank Accounts and Account Signatures.

***Recommendation: Approve CMHSA Resolution No. 09-03-Authorizing Establishment of Bank Accounts and Account Signatures.***

- \*B. CMHSA Administrative Expense Budget - July 1, 2009 to June 30, 2010

***Recommendation: Adopt the Administrative Expense Budget for July 1, 2009 to June 30, 2010.***

**10. NEW MEMBER OUTREACH/DEVELOPMENT**

- \*A. Approval of New Applicants for Membership in CMHSA

***Recommendation: For discussion and/or action should action be deemed appropriate.***

**11. PROGRAMS**

**12. ADJOURNMENT**

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

July 9, 2009  
Agenda Item 4.

**APPROVAL OF CMHSA BOARD OF DIRECTORS AND SLATE OF OFFICERS**

**SUBJECT: Approval of CMHSA Board of Directors and Slate of Officers**

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**BACKGROUND AND STATUS:**

At the May 14, 2009, Formation Committee Meeting the election of officers resulted in the following:

<b>President</b>	Mr. Allan Rawland	San Bernardino County
<b>Vice President</b>	Mr. Mike Oprendeck	Solano County
<b>Treasurer</b>	Mr. Curtis Boewer	Colusa County
<b>Secretary/ Bay Area Rep.</b>	Dr. Wayne Clark	Monterey County
<b>Southern Area Representative</b>	Dr. Karen Baylor	San Luis Obispo County
<b>Central Bay Area Representative</b>	Ms. Denise Hunt	Stanislaus County

Section 5.3- Terms of Office of the draft bylaws defines the terms of office as follows:

*The terms of office for the President, Vice President, Treasurer, and Secretary shall be for two years, commencing with the fiscal years each of the odd calendar years or until their successors are elected.*

**RECOMMENDATION:**

Ratify the CMHSA Board of Directors and Slate of Officers.

**REFERENCE MATERIALS ATTACHED**

\*Minutes of May 14, 2009 Formation Committee.

\*Board of Directors and Member Listing.

California Mental Health Services Authority  
Information/Formation Meeting  
Minutes  
May 14, 2009

1. Review Status of Documents
  - a. JPA Agreement – revised (attached)
  - b. Revised By-Laws – revised (attached)
  - c. Once reviewed by county counsels, send out to all counties
2. Timeline
  - a. Reviewed (attached)
3. Budget
  - a. \$5000 per month for the consultant to do formation work approved. To be assessed to member counties based on the CMHDA MHSA assessment formula.
  - b. Application fee – deferred
  - c. Ongoing budget - deferred
4. Election of Officers
  - a. President Allan Rawland
  - b. Vice President Mike Oprendeck
  - c. Secretary Wayne Clark (also representing the Bay Area)
  - d. Treasurer Curtis Boewer
  - e. Southern Area representative Karen Baylor
  - f. Central Area representative Denise Hunt
  - g. Superior Area representative Karolyn Rim Stein
5. Member Outreach
  - a. Continue to advise all counties of progress
  - b. Invite all counties to Formation Committee meetings and future JPA meetings
  - c. Send information out via email
  - d. Set up web site on CiMH site, eventually on JPA web site
  - e. Current members to have conversations w colleagues
  - f. John Chaquica and Sandra Naylor Goodwin available to answer questions
6. Discuss First Programs – deferred
7. Next Meeting: June 11 immediately following All Directors Meeting

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PUBLIC AGENCIES PARTY TO THE JOINT POWERS AGREEMENT**

**Mr. Allan Rawland, MSW - President**  
Mental Health Director  
**San Bernardino County**  
268 West Hospitality Lane, Suite 400  
San Bernardino, CA 92415  
Phone: (909) 382-3133  
Fax: (909) 382-3105

**Dr. Karen Baylor, PhD, MFT - Southern  
Area Representative**  
Mental Health Director  
**San Luis Obispo County**  
San Luis Obispo, CA 93401  
Phone: (805) 781-4734  
Fax: (805) 781-1273

**Mr. Mike Oprendek, LCSW - Vice President**  
Mental Health Director  
**Solano County**  
275 Beck Avenue  
Fairfield, CA 94533  
Phone: (707) 784-8330  
Fax: (707) 421-6619

**Ms. Denise Hunt, MFT - Central Area  
Representative**  
Mental Health Director  
**Stanislaus County**  
800 Scenic Drive  
Modesto, CA 95250  
Phone: (209) 525-7442  
Fax: (209) 525-6291

**Dr. Wayne Clark, PhD - Secretary and Bay  
Area Representative**  
Behavioral Health Director  
**Monterey County**  
1270 Natividad Road  
Salinas, CA 93906-3198  
Phone: (831) 755-4509  
Fax: (831) 755-4980

**Mr. Curtis Boewer, MPA, MFT - Treasurer**  
Mental Health Director  
**Colusa County**  
162 E. Carson Street, Suite A  
Colusa, CA 95932  
Phone: (530) 458-0520  
Fax: (530) 458-7751

July 9, 2009  
Agenda Item 6.A

**CONSENT CALENDAR**

**SUBJECT: Consent Calendar**

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**BACKGROUND AND STATUS:**

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

A. Minutes from the June 11, 2009, Formation Committee Meeting

**RECOMMENDATION:**

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

**REFERENCE MATERIALS ATTACHED:**

\*Minutes from the June 11, 2009, Formation Committee Meeting.

California Mental Health Services Authority  
Formation Committee  
June 11, 2008  
Minutes

Meeting called to order by Allan Rawland at 3:15 PM.

1. JPA Documents

- a. San Bernardino County Counsel comments were reviewed with the following additions to the CMHSA final agreement.

*Article 1 to include the following:*

*It shall be the intent of CMHSA that all such programs are fiscally self-contained requiring no additional funding from members. In addition, the indirect costs to operate the Authority shall be allocated to each of the Programs operated by the Authority as directed by its members.*

*Article 5 to include the following:*

*To adhere to the regulations of the Fair Political Practices Commission (Title 2, Division 6, California Code of Regulations), each Director and alternate shall file with the Authority the required Fair Political Practices Commission (FPPC) forms upon assuming office, during office, and upon termination of office.*

*Additional minor conforming and typographical corrections were made.*

- b. The agreement was finalized with the above changes.

2. Review Fees for Formation Committee Members: Members reviewed and approved the proposed formula for administrative fees. (Attached)
3. Review Draft Application and Proposed Fee for New Members: The proposal was reviewed and changes made. The application fees were reduced. Information requesting program interest of applicants was removed. (Attached)
4. Review Member Outreach: Discussion of sharing information about the CMHSA to additional potential members.
5. Review Application to Secretary of State: Members determined June 11 as the application date.
6. Discuss Stakeholder Communication: Presentation to be made to the Oversight and Accountability Commission Services Committee was discussed. Additional communication discussion was deferred.
7. Discuss First Program (Training, TA, & Capacity Building): CiMH was requested to develop a proposal for the members to review based on the model approved by the CMHDA Governing Board. (Attached) CiMH is to work with the member's training coordinators in the development of the proposal.
8. Other: No other agenda items.

Meeting adjourned at 5:00 PM.

July 9, 2009  
Agenda 7.A.

**PRESENTATIONS**

**SUBJECT: Training, Technical Assistance, and Capacity Building  
(DMH Info Notice 08-37)**

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**BACKGROUND AND STATUS:**

On June 10 2009, the California Mental Health Directors Association approved a model for Training, Technical Assistance and Capacity Building (DMH Info Notice 08-37). CiMH is requesting approval of the Board to develop the related plan to be presented for review and approval at a future meeting.

**RECOMMENDATION:**

For discussion and/or action if action deemed appropriate.

**REFERENCE MATERIALS ATTACHED:**

\*Court Administered Statewide PEI Training, TA, Capacity Building Draft Model

# **County Administered Statewide PEI Training, TA, Capacity Building Draft Model**

All Directors Meeting

June 11, 2009



# Context

- 5 Statewide PEI Components
- One component OAC approved to be county administered: Training, TA, Capacity Building
- Demonstrates county ability to meet statewide goals & address regional & local needs
- Provides potential model for counties to operate jointly

# Approach: Based on County Needs

- Statewide goals derived from county approved PEI plans
- Example Goal: Increase early access to care to broad community sectors:
  - Provide MH PEI in primary care
  - Provide MH PEI to youth involved w JuvJust
  - Provide MH PEI targeting first break

# County Services

- County services provided as determined by approved county plan
- Trg, TA, Capacity Building provided to county & providers that tie to statewide goals - as determined by county
- Evaluation support – as determined by county

# Example

- *Statewide goal: Increasing early access to care to broad community sectors, specifically by partnering w primary care*
- *Local: as determined by county*
  - *Support activities (assessment, consultation, implementation support)*
  - *Support training & capacity building*

# Potential Regional Activities

- Regional cohorts of counties implementing specific practice thru CDT
- Regional cohorts of counties in Learning Collaborative to achieve common goal
- Regional trg & TA for common themes
- Develop regionally specific materials
- Providers determined by region



# Potential Statewide Activities

- Documentation of activities, lessons learned & outcomes
- Evaluation design, support & analysis
- Develop recos, protocols, resources for common goals
- Develop/identify curricula
- Compendium of practices, criteria



# Potential Statewide Activities

- Website of resources
- Information events
- Facilitate peer support – county to county strategies

# Next Steps

- CiMH to provide support to develop model

July 9, 2009  
Agenda 7.B.

**PRESENTATIONS**

**SUBJECT: Report on Member Outreach**

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**BACKGROUND AND STATUS:**

**RECOMMENDATION:**

For discussion and/or action if action deemed appropriate.

**REFERENCE MATERIALS ATTACHED:**

July 9, 2009  
Agenda Item 8. A.

**ADMINISTRATIVE MATTERS**

**SUBJECT: Governing Document-Approve and File CMHSA Joint Exercise of Power Agreement**

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**BACKGROUND AND STATUS:**

At the June 11, 2009, Formation Committee Meeting the committee reviewed the Joint Exercise of Power Agreement and integrated the comments and recommendations of responding County Counsel Reviews.

Key items added to the agreement for finalization were:

- 1.) Attach the member application to the agreement
- 2.) Article 1 - Add wording related to funding of CMHSA
- 3.) Article 5 - Include wording for adherence to the Fair Political Practices Commission (FPPC)
- 4.) Article 18 – (d) Last sentence changed to read...The Cost of Arbitration will be shared equally by the involved member of the Authority and the Authority.

The Joint Exercise of Power Agreement is being presented in its final version for Approval and Filing of the Board of Directors.

**REFERENCE MATERIALS INCLUDED:**

\*CMHSA Joint Exercise of Power Agreement.

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY**  
**JOINT EXERCISE OF POWERS AGREEMENT**

This **Agreement** is executed in the State of California by and among those **members**, organized and existing under the Constitution of the State of California which are parties' signatory to this **Agreement**. All such **members**, hereinafter called **member**, shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

**RECITALS**

**WHEREAS**, Article 1, Chapter 5, Division 7, Title 1 of the California **Government Code** (the "Joint Exercise of Powers Act," **Government Code** section 6500 *et seq.*) permits two or more public agencies by **Agreement** to exercise jointly powers common to the contracting parties; and

**WHEREAS**, Division 5 of the California Welfare and Institutions Code authorizes and directs California counties to obtain and administer public funds for, and to provide certain community mental health services to persons residing within said counties and cities; and

**WHEREAS**, in the November 2004 general election, the People of the State of California enacted Proposition 63, the Mental Health Services Act, which added certain provisions to the California Welfare and Institutions Code and to the California Revenue and Taxation Code, for the purpose of raising additional revenues and distribution of those revenues to California counties for use in providing expanded services in preventing, detecting, and treating mental illness among persons in their communities and other mental health sections of the Welfare and Institutions Code;

**WHEREAS**, the **members** executing this **Agreement** desire to join together for the purpose of jointly exercising their powers under some or all of the statutes referenced above.

**NOW THEREFORE**, the parties agree as follows:

## ARTICLE 1

### PURPOSES

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

- (a) Addressing suicide prevention.
- (b) Ethnic and cultural outreach.
- (c) Stigma and discrimination reduction related to mental illness.
- (d) Student mental health and workforce training and education.
- (e) Training, technical assistance, and capacity building.
- (f) The provision of necessary administrative services. Such administrative services may include, but shall not be limited to, establishing a depository for research materials and information regarding “best practices.”

It shall be the intent of CMHSA that all such programs are fiscally self-contained requiring no additional funding from **members**. In addition, the indirect costs to operate the **Authority** shall be allocated to each of the Programs operated by the **Authority** as directed by its **members**.

## ARTICLE 2

### PARTIES TO THE AGREEMENT

Each **member**, as a party to this **Agreement**, certifies that it intends to and does contract with all other **members** as parties to this **Agreement** and, with such other **members** as may later be added as parties to this **Agreement**. Each **member** also certifies that the removal of any party from this **Agreement**, pursuant to Article 9, shall not affect this **Agreement** or the **member's** obligations hereunder.

**ARTICLE 3**  
**POWERS OF THE AUTHORITY**

The **Authority** shall have all of the powers common to General Law counties in California and all additional powers set forth in the Article 1, Chapter 5, Division 7, Title 1 of the California **Government Code** (beginning with Section 6500), and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

- (a) To make and enter into contracts.
- (b) To incur debts, liabilities, and obligations.
- (c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- (d) To sue and be sued in its own name, and to settle any claim against it.
- (e) To receive and use contributions and advances from **members** as provided in **Government Code** Section 6504, including contributions or advances of personnel, equipment, or property.
- (f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to **Government Code** Section 6509.5.
- (g) To carry out all provisions of this **Agreement**.
- (h) To define fiscal and **Program** participation and withdrawal provisions of **members**.
- (i) Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

**ARTICLE 4**  
**TERM OF THE AGREEMENT**

This **Agreement** shall become effective on July 1, 2009. This Agreement shall continue in effect until lawfully terminated as provided herein and in Bylaws.

**ARTICLE 5**  
**BOARD OF DIRECTORS**

The **Authority** shall be governed by the **Board of Directors**, which shall be composed of the local county or city mental health director from each **member**, appointed or designated, and acknowledged in writing, by the **member** governing body and serving at the pleasure of that body. Each director shall also designate an alternate director who shall have the authority to attend, participate in and vote at any meeting of the **Board** when the director is absent. A Director or alternate director, upon termination of office or employment with the county, shall automatically terminate membership on the **Board**.

To adhere to the regulations of the Fair Political Practices Commission (Title 2, Division 6, California Code of Regulations), each Director and alternate shall file with the **Authority** the required Fair Political Practices Commission (FPPC) forms upon assuming office, during office, and upon termination of office.

Any vacancy in a director position shall be filled by the appointing governing body, subject to the provisions of this Article.

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**.

At any meeting at which a quorum is initially present, the **Board** may continue to transact business notwithstanding the withdrawal of enough **members** to leave less than a quorum, provided that each action is approved by at least a majority of the number required to constitute a quorum, and is taken subject to the above-stated proviso concerning actions restricted to one **Program** and to special voting requirements, if any, stated elsewhere in this **Agreement**.

## ARTICLE 6

### ACCOUNTS AND RECORDS

- (a) Annual Budget. The **Authority** shall annually adopt an operating budget which shall include a separate budget for each **Program** under development or adopted and implemented by the **Authority**.
- (b) Funds and Accounts. The **Authority** shall establish and maintain such funds and accounts as may be required by Generally Accepted Accounting Principles, or by any provision of law or any resolution of the **Authority**. Books and records of the **Authority** shall be open to inspection at all reasonable times by authorized representatives of **members**. Additionally, the **Authority** shall adhere to the standard of strict accountability for funds set forth in **Government Code** Section 6505.
- (c) Annual Audit. Pursuant to **Government Code** Section 6505, the **Authority** shall either make or contract with a certified public accountant to make an annual **Fiscal Year** audit of all accounts and records of the **Authority**, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with each of the **members** and also with the county auditor of the county where the home office of the **Authority** is

located and shall be sent to any public agency or person in California that submits a written request to the **Authority**. The report shall be filed within twelve months of the end of the **Fiscal Year** or years under examination. Costs of the audit shall be considered a general expense of the **Authority**.

## ARTICLE 7

### RESPONSIBILITIES FOR FUNDS AND PROPERTY

The Treasurer of the **Board** shall have the custody of and disburse the **Authority's** funds. He or she may delegate disbursing authority to such persons as may be authorized by the **Board** of Directors to perform that function, subject to the requirements of (b) below.

Pursuant to **Government Code** Section 6505.5, the Treasurer of the **Board** shall:

- (a) Receive and acknowledge receipt for all funds of the **Authority** and place them in the treasury so designated by the Treasurer of the **Board** to the credit of the **Authority**.
- (b) Be responsible upon his or her official bond for the safekeeping and disbursements of all **Authority** funds so held by him or her.
- (c) Be responsible for oversight of payment, when due, out of money of the **Authority** so held, all sums payable by the **Authority**. The **Board** of Directors may delegate authority to anybody or person to make such payments from **Authority** funds.
- (d) Verify and report in writing to the **Authority** and to **members**, as of the first day of each quarter of the **Fiscal Year**, the amount of money then held for the **Authority**, the amount of receipts since the last report, and the amount paid out since the last report.

Pursuant to **Government Code** Section 6505.1, the **Authority** shall designate the public office or officers or person(s) who shall have charge of, handle, and have access to the property of the **Authority** and shall require such officer(s) or person(s) to file an official bond in amount fixed by the contracting parties.

**ARTICLE 8**  
**WITHDRAWAL**

- a) A **member** may withdraw as a party to this **Agreement** upon written notice no later than December 31 of the **Fiscal Year**, effective the end of the **Fiscal Year**, to the **Authority** if it has never become a participant in any **Program** or if it has previously withdrawn from all **Programs** in which it was a participant.
- b) **Member's Program** Withdrawal from **Programs** will be defined in the specific **Program** Bylaws.

**ARTICLE 9**  
**CANCELLATION**

Notwithstanding the provisions of Article 8, the **Board** of Directors may:

- (a) Cancel any **member** from this **Agreement** and membership in the **Authority**, on a two-thirds (2/3) vote of the **Board members** present and voting. Such action shall have the effect of canceling the **member's** participation in all **Programs** of the **Authority** as of the date that its membership is canceled.
- (b) Cancel any **member's** participation in a **Program** of the **Authority**, without canceling the **member's** membership in the **Authority** of participation in other **Programs**, on a majority vote of the **Board members** present and voting who represent participants in the **Program**.

The **Board** shall give sixty (60) days advance written notice of the effective date for any cancellation under the foregoing provisions. Upon such effective date, the **member** shall be treated the same as if it had voluntarily withdrawn from this **Agreement**, or from the **Program**, as the case may be.

## ARTICLE 10

### EFFECT OF WITHDRAWAL OR CANCELLATION

If a **member's** participation in a **Program** of the **Authority** is cancelled with or without cancellation of membership in the **Authority**, and such cancellation is effective before the end of the **Fiscal Year** for that **Program**, the **Authority** shall promptly determine and return to that **member** the amount of any unearned payment from the **member** for the **Fiscal Year**, such amount to be computed on a pro-rata basis from the effective date of cancellation.

Except as provided above, a **member** which withdraws or is cancelled from this **Agreement** and membership in the **Authority**, or from any **Program** of the **Authority**, shall not be entitled to the return of any payment to the **Authority**, or of any property contributed to the **Authority**. However, in the event of termination of this **Agreement**, such **member** may share in the distribution of assets of the **Authority** to the extent provided in Article 11 provided.

Those **members** who have withdrawn or been cancelled pursuant to Article 9 from any **Program** of the **Authority** during a coverage year shall pay any charges which the **Board** of Directors determines are due from the **members** for which were incurred during the **members** participation in any **Program**.

## ARTICLE 11

### TERMINATION AND DISTRIBUTION OF ASSETS

A two-thirds vote of the total voting membership of the **Authority**, consisting of **members**, acting through their governing bodies, and the voting **Board members** from the **member** public entities, is required to terminate this **Agreement**; provided, however, that this **Agreement** and the **Authority** shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of the **Authority**.

Upon termination of this **Agreement**, all assets of the **Authority** in each **Program** shall be distributed among those **members** who participated in that **Program** in proportion to their

cash contributions and property contributed (at market value when contributed). The **Board** of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the **Program**.

## ARTICLE 12

### LIABILITY OF BOARD OF DIRECTORS, OFFICER, COMMITTEE MEMBERS AND ADVISORS

The **members** of the **Board** of Directors, Officers, committee **members** and advisors to any **Board** or committees of the **Authority** shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this **Agreement**. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by the agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of **Authority** funds, or failure to invest.

No **Board** of Director, Officer, committee **member** or advisor to any **Board** or committee shall be responsible for any action taken or omitted by any other **Board** of Director, Officer, committee **member**, or advisor to any committee. No **Board** of Director, Officer, committee **member** or advisor to any committees shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this **Agreement**.

The funds of the **Authority** shall be used to defend, indemnify and hold harmless the **Authority** and any **Board** of Director, Officer, committee **member** or advisor to any committee for their actions taken within the scope of the **Authority**. Nothing herein shall limit the right of the **Authority** to purchase insurance to provide such coverage as is hereinabove set forth.

## ARTICLE 13

### BYLAWS

The **Board** shall adopt Bylaws consistent with this **Agreement** which shall provide for the administration and management of the **Authority**.

## ARTICLE 14

### NOTICES

The **Authority** shall address notices, billings and other communications to a **member** as directed by the **member**. Each **member** shall provide the **Authority** with the address to which communications are to be sent. **Members** shall address notices and other communications to the **Authority** to the Executive Director of the **Authority**, at the office address of the **Authority** as set for in the Bylaws.

## ARTICLE 15

### AMENDMENT

A two-thirds vote of the total voting membership of the **Authority**, consisting of **members**, acting through their governing bodies, is required to amend this **Agreement**.

## ARTICLE 16

### PROHIBITION AGAINST ASSIGNMENT

No **member** may assign any right, claim or interest it may have under this **Agreement**, and no creditor, assignee or third party beneficiary of any **member** shall have any right, claim or title to any part, share, interest, fund, or asset of the **Authority**.

## ARTICLE 17

### EFFECTIVE DATE OF THE AMENDMENTS

Any duly-adopted amendment to this **Agreement** shall become effective upon the date specified by the **Board** and upon approval of any amended **Agreement** as required in Article 15. Approval of any amendment by the voting governing body of the **members** must take place no later than 60 days following the effective date specified by the **Board**.

## ARTICLE 18

### DISPUTE RESOLUTION

When a dispute arises between the **Authority** and the **member**, the following procedures are to be followed:

- (a) Request for Reconsideration. The **member** will make a written request to the **Authority** for the appropriate committee to reconsider their position, citing the arguments in favor of the **member** and any applicable case law that applies. The **member** can also request a personal presentation to the governing body, if it so desires.
- (b) Committee Appeal. The committee responsible for the **program** having jurisdiction over the decision in question will review the matter and reconsider the **Authority's** position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the **member** requesting reconsideration is represented on the committee having jurisdiction, the committee **member** shall be deemed to have a conflict and shall be excluded from any vote.
- (c) **Executive Committee** Appeal. If the **member** is not satisfied with the outcome of the committee appeal, the matter will be brought to the **Executive Committee** for reconsideration upon request of the **member**. If the **member**

requesting reconsideration is represented on the **Executive Committee**, that **Executive Committee** member shall be deemed to have a conflict and shall be excluded from any vote.

- (d) Arbitration. If the **member** is not satisfied with the outcome of the **Executive Committee** appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for the determination. If binding arbitration is selected, then of course the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved **member** of the **Authority and the Authority**.
- (e) Litigation. If, after the following the dispute resolution procedures above either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as possible means of seeking a remedy to the dispute.

## ARTICLE 19

### DEFINITIONS

“**Agreement**” shall mean the Joint Powers **Agreement** of the California Mental Health Services **Authority**”

“**Authority**” shall mean the California Mental Health Services **Authority** created by this **Agreement**.

“**Board of Directors**” or “**Board**” shall mean the governing body of the **Authority**.

**Authority** “**Fiscal Year**” shall mean that period of twelve months which is established by the **Board** of Directors as the **Fiscal Year** of the **Authority**.

“**Government Code**” shall mean the California **Government Code**.

“**Executive Committee**” shall be defined by the bylaws, as to composition, powers, and terms.

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

“**Member**” shall mean any county or city which, through the membership of its Director of Mental Health as appointed by the governing body (pursuant to Welfare & Institutions Code Section 5751 has executed this **Agreement** and become a **member** of the **Authority**.

“**Program**” shall mean the mental health initiatives, but not limited to, that are described in this **Agreement**. The **Board** of Directors or the **Executive Committee** may determine applicable criteria for determining **Member’s** eligibility in any **Program**, as well as establishing **Program** policies and procedures.

## ARTICLE 20

### AGREEMENT COMPLETE

This **Agreement** constitutes the full and complete **Agreement** of the parties.

Allan Rawland  
San Bernardino County

Date

Mike Opredek  
Solano County

Date

Wayne Clark  
Monterey County

Date

Curtis Boewer  
Colusa County

Date

Karen Baylor  
San Luis Obispo County

Date

Denise Hunt  
Stanislaus County

Date

# APPENDIX A

## Appendix A

### CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY BOARD OF DIRECTORS AND MEMBER LISTING

**Mr. Allan Rawland, MSW – President**  
Mental Health Director  
**San Bernardino County**  
268 West Hospitality Lane, Suite 400  
San Bernardino, CA 92415  
Phone: (909) 382-3133  
Fax: (909) 382-3105

**Dr. Karen Baylor, PhD, MFT – Southern Area Representative**  
Mental Health Director  
**San Luis Obispo County**  
San Luis Obispo, CA 93401  
Phone: (805) 781-4734  
Fax: (805) 781-1273

**Mr. Mike Opredek, LCSW - Vice President**  
Mental Health Director  
**Solano County**  
275 Beck Avenue  
Fairfield, CA 94533  
Phone: (707) 784-8330  
Fax: (707) 421-6619

**Ms. Denise Hunt, MFT – Central Area Representative**  
Mental Health Director  
**Stanislaus County**  
800 Scenic Drive  
Modesto, CA 95250  
Phone: (209) 525-7442  
Fax: (209) 525-6291

**Dr. Wayne Clark, PhD – Secretary and Bay Area Representative**  
Behavioral Health Director  
**Monterey County**  
1270 Natividad Road  
Salinas, CA 93906-3198  
Phone: (831) 755-4509  
Fax: (831) 755-4980

**Mr. Curtis Boewer, MPA, MFT – Treasurer**  
Mental Health Director  
**Colusa County**  
162 E. Carson Street, Suite A  
Colusa, CA 95932  
Phone: (530) 458-0520  
Fax: (530) 458-7751

Effective June 11, 2009

# CMHSA

## Membership Application California Mental Health Services Authority

**3043 GOLD CANAL DRIVE, SUITE 200 \* RANCHO CORDOVA, CA 95670 \* PH: (916)  
859-4800 FAX: (916) 859-4805**

Name/Title	Telephone
County	Email Address

### County Information

2008

Estimated 2009

#### I. Population Information:

--	--

#### II. Application Fee Schedule (*Based on 2008 population*)

- Population greater than 10 million: \$1,000
- Population 1 million to 10 million: \$ 750
- Population 100,000 to 1 million: \$ 500
- Population less than 100,000: \$ 250

*Please issue warrant to California Mental Health Services Authority*

\$ \_\_\_\_\_

OR

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

#### III. Requested Date of Membership: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Please complete form and submit via email to kim.santin@georgehillscms. Print and/or save completed form for your records.*

July 9, 2009  
Agenda Item 8. B.

**ADMINISTRATIVE MATTERS**

**SUBJECT: CMHSA Formation and State Filings**

---

**BACKGROUND AND STATUS:**

On June 11, 2009, The Formation Committee, under authorization from their Board of Supervisors entered into a Joint Exercise of Power Agreement to jointly develop, and fund Mental Health Services and education programs as determined on a regional, statewide, or other basis.

The steps necessary for the formation and operation of CMHSA are as follows:

1. File notice of a Joint Powers Agreement with the Secretary of State-Filed.
2. File Roster of Public Agencies –Statement of Facts.
3. Obtain JPA Professional Liability Insurance for the CMHSA Board of Directors.

**RECOMMENDATION:**

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

**REFERENCE MATERIALS ATTACHED:**

\*Notice of a Joint Powers Agreement to the Secretary of State.

\*Roster of Public Agencies-Statement of Facts



State of California
Secretary of State

FILE NO. \_\_\_\_\_

NOTICE OF A JOINT POWERS AGREEMENT

(Government Code Section 6503.5 or 6503.7)

Instructions:

- 1. Complete and mail to: Secretary of State, P.O. Box 942877, Sacramento, CA 94277-0001 (916) 653-3984
2. Include filing fee of \$1.00.
3. Do not include attachments, unless otherwise specified.

(Office Use Only)

The name of the agency or entity created under the agreement and responsible for the administration of the agreement is: California Mental Health Services Authority

Mailing Address: 2125 19th Street, Sacramento, CA 95818

Provide a short title of the agreement if applicable: California Mental Health Services Authority Joint Exercise of Powers Agreement

The public agencies party to the agreement are:

- (1) See Attached Document
(2)
(3)

If more space is needed, continue on a separate sheet and attach it to this form.

The effective date of the agreement is: June 11, 2009

Provide a condensed statement of the agreement's purpose or the powers to be exercised: This Agreement is entered into by the Members in order to jointly develop, and fund Mental Health Services and education programs.

June 15, 2009
Date

[Handwritten Signature]
Signature
ALLAN RAWLAND, PRESIDENT
Typed Name and Title

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PUBLIC AGENCIES PARTY TO THE JOINT POWERS AGREEMENT**

**Mr. Allan Rawland, MSW - President**  
Mental Health Director  
**San Bernardino County**  
268 West Hospitality Lane, Suite 400  
San Bernardino, CA 92415  
Phone: (909) 382-3133  
Fax: (909) 382-3105

**Dr. Karen Baylor, PhD, MFT - Southern  
Area Representative**  
Mental Health Director  
**San Luis Obispo County**  
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Fax: (805) 781-1273

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Mental Health Director  
**Solano County**  
275 Beck Avenue  
Fairfield, CA 94533  
Phone: (707) 784-8330  
Fax: (707) 421-6619

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Representative**  
Mental Health Director  
**Stanislaus County**  
800 Scenic Drive  
Modesto, CA 95250  
Phone: (209) 525-7442  
Fax: (209) 525-6291

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Area Representative**  
Behavioral Health Director  
**Monterey County**  
1270 Natividad Road  
Salinas, CA 93906-3198  
Phone: (831) 755-4509  
Fax: (831) 755-4980

**Mr. Curtis Boewer, MPA, MFT - Treasurer**  
Mental Health Director  
**Colusa County**  
162 E. Carson Street, Suite A  
Colusa, CA 95932  
Phone: (530) 458-0520  
Fax: (530) 458-7751



**DEBRA BOWEN** | SECRETARY OF STATE | STATE OF CALIFORNIA  
BUSINESS PROGRAMS | SPECIAL FILINGS

1500 11th Street, 2nd floor | Sacramento, CA 95814 | P.O. Box 942877 | Sacramento, CA 94277-0001 | (916) 653-3984 | www.sos.ca.gov

June 18, 2009

Allan Rowland, President  
California Mental Health Services Authority  
2125 19th St.  
Sacramento, CA 95818

The enclosed Notice of Joint Powers Agreement filing which was sent to our office pursuant to Government Code Section 6503.5 or 6503.7 is being returned for the reason indicated below.

- (x) The public agencies party to the agreement are required to be listed. Do not attach a list of Board of Directors and Members.

If there are questions please contact this office. Also enclosed is check #10587 for \$1.00.

Sincerely,

Special Filings Unit



State of California
Secretary of State

FILE NO. \_\_\_\_\_

NOTICE OF A JOINT POWERS AGREEMENT

(Government Code Section 6503.5 or 6503.7)

Instructions:

- 1. Complete and mail to: Secretary of State, P.O. Box 942877, Sacramento, CA 94277-0001 (916) 653-3984
2. Include filing fee of \$1.00.
3. Do not include attachments, unless otherwise specified.

(Office Use Only)

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Mailing Address: 2125 19th Street, Sacramento, CA 95818

Provide a short title of the agreement if applicable: California Mental Health Services Authority Joint Exercise of Powers Agreement

The public agencies party to the agreement are:

- (1) See Attached Document
(2)
(3)

If more space is needed, continue on a separate sheet and attach it to this form.

The effective date of the agreement is: June 11, 2009

Provide a condensed statement of the agreement's purpose or the powers to be exercised: This Agreement is entered into by the Members in order to jointly develop, and fund Mental Health Services and education programs.

June 15, 2009
Date

[Signature]
Signature
Allan Rowland, President
Typed Name and Title

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
BOARD OF DIRECTORS AND  
MEMBER LISTING**

**Mr. Allan Rawland, MSW - President**

Mental Health Director

**San Bernardino County**

268 West Hospitality Lane, Suite 400

San Bernardino, CA 92415

Phone: (909) 382-3133

Fax: (909) 382-3105

E-mail: [arawland@dbh.sbcounty.gov](mailto:arawland@dbh.sbcounty.gov)

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Area Representative**

Mental Health Director

**San Luis Obispo County**

San Luis Obispo, CA 93401

Phone: (805) 781-4734

Fax: (805) 781-1273

E-mail: [kbaylor@co.slo.ca.us](mailto:kbaylor@co.slo.ca.us)

**Mr. Mike Oprendeck, LCSW - Vice President**

Mental Health Director

**Solano County**

275 Beck Avenue

Fairfield, CA 94533

Phone: (707) 784-8330

Fax: (707) 421-6619

E-mail: [mjoprendeck@solanocounty.com](mailto:mjoprendeck@solanocounty.com)

**Ms. Denise Hunt, MFT - Central Area  
Representative**

Mental Health Director

**Stanislaus County**

800 Scenic Drive

Modesto, CA 95250

Phone: (209) 525-7442

Fax: (209) 525-6291

E-Mail: [dhunt@stancounty.com](mailto:dhunt@stancounty.com)

**Mr. Wayne Clark, PhD - Secretary and Bay  
Area Representative**

Behavioral Health Director

**Monterey County**

1270 Natividad Road

Salinas, CA 93906-3198

Phone: (831) 755-4509

Fax: (831) 755-4980

E-mail: [clarkww@co.monterey.ca.us](mailto:clarkww@co.monterey.ca.us)

**Mr. Curtis Boewer, MPA, MFT - Treasurer**

Mental Health Director

**Colusa County**

162 E. Carson Street, Suite A

Colusa, CA 95932

Phone: (530) 458-0520

Fax: (530) 458-7751

E-mail: [cboewer@gmail.com](mailto:cboewer@gmail.com)

Effective June 11, 2009

**George Hills Co., Inc.**  
 Insurance Adjusters  
 3043 Gold Canal Dr 2nd Floor  
 Rancho Cordova, CA 95670

California Bank and Trust  
 Sacramento Main Office  
 1332 Broadway  
 Sacramento, CA 95818

10587

06/15/09

Pay One And 00/100 Dollars \$ 1.00

to the  
 Order of State of California

State of California  
 Secretary of State  
 P O Box 942877  
 Sacramento, CA 94277-0001

*James Ryan*  
 Authorized Signature

⑈010587⑈ ⑆121002042⑆ 1030182421⑈

NAME: State of California

DATE: 06/15/09 10587

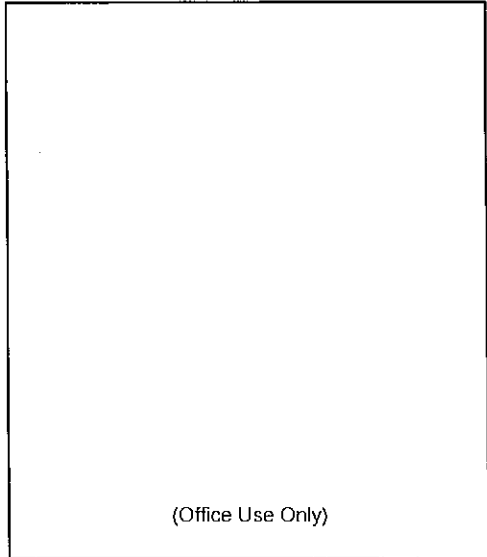
INV. DATE	INVOICE NO.	AMOUNT	DISCOUNT	AMOUNT PAID
06/15/09	CMHSA JEP A	1.00	0.00	1.00

YEAR TO DATE	AMOUNT BILLED	DISCOUNT TAKEN	TOTAL PAID AMOUNT PAID	\$	1099 YTD Total
	1.00	0.00	1.00		1.00
					0.00



State of California
Secretary of State

STATEMENT OF FACTS
ROSTER OF PUBLIC AGENCIES FILING
(Government Code section 53051)



(Office Use Only)

Instructions:

- 1. Complete and mail to: Secretary of State, P.O. Box 942877, Sacramento, CA 94277-0001 (916) 653-3984
2. A street address must be given as the official mailing address or as the address of the presiding officer.
3. Complete addresses as required.
4. If you need additional space, attach information on an 8 1/2" X 11" page, one sided and legible.

New Filing [checked] Update [ ]

Legal name of Public Agency: California Mental Health Services Authority

Nature of Update: N/A-New Filing

County: Sacramento

Official Mailing Address: 2125 19th Street
Sacramento, CA 95818

Name and Address of each member of the governing board:

Chairman, President or other Presiding Officer (Indicate Title): President

Name: Mr. Allan Rawland, MSW Address: 268 West Hospitality Lane, Suite 400 San Bernadino, CA 92415

Secretary or Clerk (Indicate Title): Secretary

Name: Mr. Wayne Clark, PhD Address: 1270 Natividad Road, Salinas, CA 93906-3198

Members:

Name: See Attached Address:

Name: Address:

Name: Address:

Name: Address:

Name: Address:

RETURN ACKNOWLEDGMENT TO: (Type or Print)

NAME [ Kim Santin ]

Date

ADDRESS 3043 Gold Canal Drive, Suite 200

Signature

CITY/STATE/ZIP [ Rancho Cordova, CA 95670 ]

Allan Rawland, President

Typed Name and Title

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
BOARD OF DIRECTORS AND  
MEMBER LISTING**

**Mr. Allan Rawland, MSW – President**  
Mental Health Director  
**San Bernardino County**  
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Mental Health Director  
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Behavioral Health Director  
**Monterey County**  
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Salinas, CA 93906-3198  
Phone: (831) 755-4509  
Fax: (831) 755-4980

**Mr. Curtis Boewer, MPA, MFT – Treasurer**  
Mental Health Director  
**Colusa County**  
162 E. Carson Street, Suite A  
Colusa, CA 95932  
Phone: (530) 458-0520  
Fax: (530) 458-7751

July 9, 2009  
Agenda Item 8. C.

**ADMINISTRATIVE MATTERS**

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

---

**BACKGROUND AND STATUS:**

The draft Bylaws were reviewed by the Formation Committee at the May 14, 2009 meeting and distributed for review to all counties. The current draft is included here. The staff recommends keeping the Bylaws in draft form as new members are added to the Board and approve as final before the end of December.

**RECOMMENDATION:**

Review and Discuss Draft CMHSA Bylaws.

**REFERENCE MATERIALS ATTACHED:**

\*Draft CMHSA Bylaws.

**CALIFORNIA MENTAL HEALTH  
SERVICES AUTHORITY**

**BYLAWS**

DRAFT

**BYLAWS  
of the  
CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY**

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DRAFT

**BYLAWS  
of the  
CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY**

ARTICLE 1

Section 1.1 - Purpose

The CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (Authority) is established for the purpose of the Members to jointly develop, and fund mental health services and education Programs as determined on a regional, statewide, or other basis. Such Programs may include, but are not limited to the following:

- (a) Addressing suicide prevention.
- (b) Ethnic and cultural outreach.
- (c) Stigma and discrimination related to mental illness.
- (d) Student mental health and workforce training and education.
- (e) 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.”

ARTICLE 2 - GOVERNING DOCUMENTS

Section 2.1 - Governing Documents

The governing documents of the Authority shall be the Joint Powers Agreement of the Authority (Agreement), these Bylaws, and the Bylaws for each program developed.

ARTICLE 3 - MEMBER ENTITIES

Section 3.1 - Membership

Each party to the Agreement is a member. Only those agencies defined in the Joint Powers Agreement are eligible to become a member of the Authority by agreeing to be bound by the governing documents and by complying with all of the following requirements:

- 3.1.1 Submit a completed application for membership 30 days before becoming a member. The application must be accompanied by the approved fee.
- 3.1.2 Submit applicant’s signed resolution acknowledging intent to become a member under the terms and conditions then prevailing;
- 3.1.3 Execute the Agreement then in effect and agree to be bound by any subsequent amendments to the Agreement;
- 3.1.4 Be accepted for membership as provided in Section 3.2;

- 3.1.5 Appoint, by resolution, a director, who will designate an alternate to the Board as provided in Article 4.
- 3.1.6 Ensure all representatives (director and alternate) file with the Executive Director the required Fair Political Practices Commission ("FPPC") forms upon assuming office, during office, and upon termination of office.

### Section 3.2 - Approval of Membership

The Executive Director shall review each applicant's submittal and may schedule a meeting with the applicant to discuss. The Executive Director shall report the results which shall be the basis for the recommendation to the Board. The Board shall either approve, as provided in Section 4.1.3.1, or disapprove the application based upon the Executive Director's recommendation, the application, and any inspections, reports, or other material which would be pertinent to the decision.

## ARTICLE 4 - BOARD

### Section 4.1 – Board Composition

- 4.1.1 The Board of the Authority shall be comprised of one representative from each member. In addition to the director, an alternate is designated by the director, who may vote in the absence of the director.
  - 4.1.1.1 Each representative, when voting on Authority business, shall have the authority to bind his or her member to the action taken by the Board.
  - 4.1.1.2 The member may change any of its representatives (director or alternate) to the Board by filing a resolution with the Authority.
  - 4.1.1.3 At a Board meeting only one representative, if more than one representative is present, may vote.
- 4.1.2 The Board shall provide policy direction for the Executive Committee, and the Executive Director, and other appointed committees. The Board may delegate any of its responsibilities except those requiring a vote by the Board as specified in the Agreement or the Governing Documents.
- 4.1.3 The Board reserves unto itself the authority to do the following (except where specifically otherwise noted, the majority of the Board members present at a meeting may take action):
  - 4.1.3.1 Accept a new member into the Authority;
  - 4.1.3.2 Approve indebtedness (two-thirds vote of the entire Board);
  - 4.1.3.3 Adopt a budget;
  - 4.1.3.4 Amend these Bylaws;
  - 4.1.3.5 Approve contracts for Authority administrative services and legal counsel;
  - 4.1.3.6 Approve Program Bylaws (Participants in Program only);
  - 4.1.3.7 Approve dividends and assessments to members of a program year;

- 4.1.3.8 Establish or terminate a program (Participants in Program only);
- 4.1.3.9 Expel a member from the Authority (two-thirds vote of the entire Board);
- 4.1.3.10 Terminate or suspend the rights of a member in default (two-thirds vote of the entire Board); and
- 4.1.3.11 Approve dissolution of Authority (two-thirds vote of entire Board.)

#### Section 4.2 - Meetings of the Board

- 4.2.1 The Board shall hold at least two regular meetings each year to review all operations of the Authority. The Board will establish a time and place to hold such regular meetings and notice shall be sent to each director, alternate. The Authority Secretary shall be responsible for minutes of the meetings, submission of copies of such minutes to the directors, and alternate representatives.
- 4.2.2 Every member is expected to have its director or alternate attend Board meetings.
- 4.2.3 All meetings of the Board shall be conducted in accordance with the Ralph M. Brown Act (Government Code §54950 et seq.)
- 4.2.4 A special meeting may be called by the President or Vice President in the absence of the President, or 20% of the Board members by notifying the Executive Director of the purpose of the meeting. The Executive Director shall provide 24 hours written notice to each director and alternate representative stating the purpose, date, time, and place of the meeting.

#### Section 4.3 - Voting

All matters within the purview of the Board may be decided by a majority vote of the Board, except for as those matters which are specified as requiring a super majority vote of the Board, which then must be decided by the vote specifically prescribed in Section 4.1.3.

### ARTICLE 5 – OFFICERS OF THE BOARD

#### Section 5.1 - Officers

The Officers of the Authority shall consist of President, Vice President, Treasurer, and a Secretary to the Board.

#### Section 5.2 - Eligibility for President, Vice President, Treasurer and Secretary

Eligibility for election and continuation in office as President, Vice President, Treasurer and Secretary shall be limited to one representative, of a member entity, to the Board.

#### Section 5.3 - Terms of Office

- 5.3.1 The terms of office for the President, Vice President, Treasurer, and Secretary shall be for two years, commencing with the start of the fiscal years in each of the odd calendar years or until their successors are elected.

- 5.3.2 In accordance with Government Code § 53607 and CMHSA Investment Policy, the Treasurer (an elected position) shall be appointed every year as the investment delegate by the President of the Board.

#### Section 5.4 - Elections

- 5.4.1 Election of officers shall be performed biennially.
- 5.4.2 As referenced in Section 6.2, after receiving nominations from members of the Board the Nominating Committee shall be responsible for developing a slate of nominees for regular elections.
- 5.4.3 Elections shall occur at the last regular Board meeting of the fiscal year in which the applicable officer term concludes. Those candidates receiving a majority of votes in each office will succeed to those offices. If no nominee receives a majority vote, the nominee with the least votes shall be deleted as a nominee and a new vote taken. This elimination process will continue until one nominee receives a majority vote. Each director to the Board or in the absence of any member, his/her alternate shall be eligible to vote.
- 5.4.4 The officers will serve for their elected terms with the Authority or until termination of office or employment with their member, or until removal from office by a majority vote of the Board, whichever is earliest.
- 5.4.5 Vacancies in any office shall be appointed by the President, with the approval of the Board, at the next regularly scheduled Board meeting held after the vacancy occurs. A vacancy in the position of President shall be filled by election at the next regularly scheduled Board meeting held after the vacancy occurs.

#### Section 5.5 - Duties

- 5.5.1 President - The President shall preside at all meetings of the Authority. The President shall appoint the members of all ad hoc committees, which may be formed as necessary or appropriate for carrying on the activities of the Authority. The President shall execute documents, or delegate to the Executive Director on behalf of the Authority as authorized by the Board, and shall serve as the primary liaison between this and any other organization. The President shall serve as ex-officio member of all committees.
- 5.5.2 Vice President - The Vice President shall also serve as ex-officio member of all committees, when the President is unable to attend. In the absence of or temporary incapacity of the President, the Vice President shall exercise the functions covered in Section 5.5.1 above.
- 5.5.3 Secretary - The Secretary will be responsible for the oversight of staff's preparation of all minutes and agendas of the Board, and any other committee meetings, preparing necessary correspondence, and maintaining files and records.
- 5.5.4 Treasurer - The Treasurer shall be responsible for: 1) ensuring the custody of and disbursement of Authority funds, accounts, and property, in accordance with the California Government Code; 2) supervising the maintenance of such records to assure that financial accounts, records, funds, and property are maintained in accordance with

accepted accounting practices and procedures prescribed by the Government Accounting Standards Board; 3) providing for inspection of all financial records; 4) overseeing, monitoring, and reporting on investment action; and, 5) overseeing and monitoring the financial audit.

## ARTICLE 6 - COMMITTEES

### Section 6.1 – Executive Committee

- 6.1.1 Members - To facilitate the expeditious handling of transactions relating to the Authority's operations, an Executive Committee is established. The members shall be: 1) the offices of President, Vice President, Treasurer, Secretary; and 2) five directors representing the five areas. On July 1 of each even numbered year, four of the representatives shall be elected for a two-year term to commence on July 1 of each even numbered year. On July 1 of each odd numbered year, one representative shall be elected for a two-year term to commence July 1 of each odd numbered year to serve on the Executive Committee along with the President, Vice President, Treasurer and Secretary. A majority of the members of the Executive Committee is a quorum for the transaction of business.
- 6.1.2 Meetings - The Executive Committee will meet as required by business, but not less than four times a year. Such meetings will be duly noticed to all Board directors and alternate representatives. The Authority Secretary shall be responsible for minutes of the meetings and shall send copies of such minutes to all Board directors, and alternate representatives
- All meetings of the Executive Committee shall be conducted in accordance with the Ralph M. Brown Act (Government Code § 54950, et seq.).
- 6.1.3 Duties - The Executive Committee shall have the same authority as that of the Board except for those authorities specifically reserved unto the Board in Article 4.1.3.
- 6.1.4 Attendance - Attendance of Executive Committee members is essential to conducting the business of the Authority. An Executive Committee member missing a maximum of two meetings in a fiscal year, shall be subject to review by the Board or Executive Committee concerning forfeiture of his/her membership on the Executive Committee.
- 6.1.5 Vacancies - The remaining term of the vacant representative position shall be appointed by the President, with the approval of the Board, at the next regularly scheduled Board meeting held after the vacancy occurs.
- 6.1.6 Appeal Process - Any action taken by the Executive Committee may be appealed by a minimum of 20% of the members of the Authority to the Board by filing a written appeal with the Executive Director within 14 days following the date the minutes are mailed as provided in Section 6.1.2. Upon receipt of such appeal, the Executive Director shall stay the action, and place the appeal on the agenda of the next regularly scheduled Board meeting. The decision of the Board shall be final.

## Section 6.2 - Nominating Committee

- 6.2.1. A nominating committee shall be appointed by the President with the consent of the Board for the purpose of annual elections of Executive Committee members and the biennial elections of officers. The Nominating Committee shall consist of a minimum of three and a maximum of five members, and shall not include more than two members of the Executive Committee.
- 6.2.2. The nomination of candidates for the officers and Executive Committee shall be made in writing to the Board no later than 30 days prior to the last regular Board meeting of the fiscal year. The slate of nominees will be mailed to each member at least seven days before the last regular Board meeting of the fiscal year. Additional candidate(s) may be nominated at the time of the meeting, provided the candidate(s) meet the requirements set forth in Sections 5.4 and 6.1.

## Section 6.3 - Other Committees

- 6.3.1. At any time the President may appoint an ad hoc committee.
- 6.3.2. The Executive Committee has the authority to add additional committee(s) as deemed necessary.

## ARTICLE 7 – FINANCIAL AUDIT

### Section 7.1 - Audit Required

The Board shall cause to be made, by a qualified, independent individual or firm, an annual audit of the financial accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by State law.

### Section 7.2 - Filing an Audit

The financial audit report shall be filed with the State Controller's Office within 6 months of the end of the fiscal year under examination. The Authority shall have a copy of the audit report filed as a public record with each member.

### Section 7.3 - Costs of Audit

The Authority shall bear all costs of the audit. Such costs shall be charged against the operating funds of the Authority.

## ARTICLE 8 - FISCAL YEAR

### Section 8.1 - Fiscal Year

The fiscal year of the Authority shall be the period from July 1st of each year through June 30th of the subsequent year.

## ARTICLE 9 - BUDGET

### Section 9.1 - Budget

The Board shall adopt an annual budget by July 1 of each year, with receipt of a draft budget forty-five days prior thereto.

## ARTICLE 10 - ESTABLISHMENT AND ADMINISTRATION OF FUNDS

### Section 10.1 - Administration of Funds

The Authority is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It shall comply with every provision of law relating to the subject, particularly Section 6505 of the California Government Code.

The funds received for each program shall be accounted for separately on a full-accrual basis. The portion of each program contribution allocated for payment of expenses, if any, shall be held by the Authority for the program participants for each program, and accounted for as prescribed by program bylaws.

### Section 10.2 - Deposit and Investment of Authority Funds

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

### Section 10.3 - Accounting Method for Programs

The accounting method for each program will be in accordance with the provisions of the Bylaws governing that program and the principles established by the Government Accounting Standards Board.

## ARTICLE 11 - ADMINISTRATION

### Section 11.1 - Executive Director

The Board shall appoint the Authority's Executive Director. The Executive Director shall be responsible for the daily administration, management, and operation of the Authority's programs and shall be subject to the direction and control of the Board and the Executive Committee. The Executive Director may, but need not be, an employee of the Authority, a consultant, or a corporation. Such arrangement shall be governed by contract and approved by Board.

### Section 11.2 - Compensation and Employment

The Authority shall compensate the Executive Director for services rendered to the Authority in such amount and manner as may be approved by the Board. Details respecting compensation, termination, and other employment related matters pertaining to the Executive Director shall be governed by such terms and conditions as the Board shall establish.

## ARTICLE 12 - PROGRAMS

### Section 12.1 - Formation of Programs

- 12.1.1 The Authority may establish, as provided in Section 4.1.3.8, programs in such areas as the Board may determine.
- 12.1.2 The Authority may authorize and use administrative funds to study the development/feasibility of new programs. In the event of such development, the estimated member contributions shall be developed by the Executive Director and presented in writing to each member. Each member shall have 60 days from the date of such notice to state in writing its intent to join or refrain from joining the new program. Unless written notice of acceptance into a program is provided to the Executive Director by the member, it shall be presumed that the member declines to participate in the program. Upon conclusion of the notice period, member contributions will be determined and billed to the members committed to join. Each member that elects to participate will be bound to the new program for the period of time so required by the Bylaws of that program.
- 12.1.3 The Board shall adopt and maintain Program Bylaws to establish the operating guidelines of the program.

### Section 12.2 – Program Withdrawal or Expulsion

- 12.2.1 Withdrawal or expulsion by a member from any program shall be in accordance with the provisions of the Bylaws governing that program.
- 12.2.2 The withdrawal or expulsion of any member of any program after the effective date of such program shall not terminate its responsibility to contribute its share of contributions to any fund or program created by the Authority. All current and past members shall be responsible for their respective share of the expenses, as determined by the Executive Director, until all unpaid liabilities, covering the period of the member's participation in the program have been finally resolved and a determination of the final amount of payments due by, or credit to, the member for the period of its participation has been made. The withdrawal or expulsion of any member from any program shall not require the repayment or return to that member of all or any part of any contributions, payments, advances, or distributions except in conformance with the provisions set forth herein and in the program's Bylaws.
- 12.2.3 Any member seeking to withdraw without proper and effective notice shall be responsible for the full cost of the subsequent year's contribution, and the notice will be deemed effective for the following year.
- 12.2.4 No member can be expelled from a program except as provided by Article 14 of these Bylaws.

ARTICLE 13 – RESPONSIBILITIES OF THE MEMBER ENTITIES

Section 13.1 – Governing Documents

Each Member Entity shall comply with the provisions of the governing documents.

Section 13.2 – Timely Payment

Each Member Entity shall timely pay all premiums, fees, charges and assessments imposed or levied by the Authority.

Section 13.3 – Late Fees

Members with delinquent amounts due shall be assessed a penalty which shall be one percent of the unpaid amount due and payable to the Authority 30 days after the initial invoice due date. A penalty of another one percent shall accrue after an additional 45 days. Interest shall accrue on all delinquent amounts due and payable to the Authority at the applicable rate of 5% per annum from the due date of the billing until the date finally posted by the designated financial institution. Each member shall indemnify the Authority from any expense resulting from its failure to pay the sum due on or before the due date. The Board may elect to temporarily suspend service or other deliverables, as deemed appropriate if a member fails to pay its contribution. For the purpose of assessing penalties and interest, the fee calculation shall be based on each calendar day the delinquent amount is late and notwithstanding the foregoing no late fee or other charge shall exceed the maximum authorized by law.

Any late fee assessed in accordance with the provisions of this Section may be appealed. Such appeal shall be in accordance with the Authority’s Dispute Resolution Policy.

Section 13.4 – Cooperation

13.4.1 Each Member Entity shall provide the Authority with requested information and assistance in order to fulfill the programs under this Agreement.

13.4.2 Each Member Entity shall in all ways cooperate with and assist the Authority in all matters relating to this Agreement and comply with the policies, procedures and rules promulgated by the Authority.

Section 13.5 – Confidential Records

Each Member Entity shall maintain all confidential records in accordance with state regulations under the California Government Code § 6250, et seq., the California Public Records Act.

ARTICLE 14 - DEFAULTS AND EXPULSION FROM THE AUTHORITY

Section 14.1 - Events or Conditions of Default Defined

14.1.1 The following shall be "defaults" under the Agreement and these Bylaws:

- 14.1.1.1 Failure by a member to observe and/or perform any covenant, condition, or agreement under the Governing Documents.
- 14.1.1.2 Consistent failure to: attend meetings, submit requested documents and cooperate in the fulfillment of the program objectives;
- 14.1.1.3 Failure to pay any amounts, including penalties and interest, due to the Authority for more than 30 days;
- 14.1.1.4 The filing of a petition applicable to the member in any proceedings instituted under the provisions of the Federal Bankruptcy Code or under any similar act which may hereafter be enacted; or
- 14.1.1.5 Any condition of the member which the Board believes jeopardizes the financial viability of the Authority.

#### Section 14.2 - Remedies on Default

14.2.1 Whenever any event of default referred to in Section 14.1 of this article shall have occurred, it shall be lawful for the Authority to exercise any and all remedies available pursuant to law or granted pursuant to the Agreement and these Bylaws. However, no remedy shall be sought for defaults, until the member has been given 30 days written notice of default from the Board, except defaults under Sections 14.1.1.4 and 14.1.1.5.

14.2.2 Expulsion of a Member Entity from the Authority:

- 14.2.2.1 The Board, as provided in Section 4.1.3.1, may expel any member (from the Authority) that is in default, as defined in Section 14.1.1 of this Article.
- 14.2.2.2 Such expulsion shall be effective on the date prescribed by the Board, but not earlier than 30 days after written notice of expulsion has been personally served on or sent certified mail to the member.
- 14.2.2.3 The expulsion of any member from any program shall not terminate the member's responsibility to contribute its share of contributions or funds to any fund or program created by the Authority, nor its responsibility to provide requested data. All current and past participants shall be responsible for their respective share of the expenses, as determined by the Executive Director, until all unpaid liabilities, covering the period of the participant's participation in the program have been finally resolved and a determination of the final amount of payments due by, or credit to, the participant for the period of its participation has been made.

14.2.3 Cancellation of a Program:

- 14.2.3.1 Upon the occurrence of any default, the Board may temporarily cancel all rights of the defaulting member in any program in which such member is in default until such time as the condition causing default is corrected.
- 14.2.3.2 Upon the occurrence of any default, the Board, as provided in Section 4.1.3.10, may cancel permanently all rights of the defaulting member in any program in which such member is in default.

14.2.4 No remedy contained herein is intended to be exclusive. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

#### Section 14.3 - Agreement to Pay Attorney's Fees and Expenses

In the event either the Authority or a member entity is in breach of the Agreement and the other party employs attorneys or incurs other expenses for the collection of moneys or the enforcement of performance or observance of any obligation under the Agreement on the part of the defaulting party, the defaulting party shall pay to the other party the reasonable fees of such attorneys and such other expenses so incurred by the other party.

#### Section 14.4 - No Additional Waiver Implied by One Waiver

In the event any condition contained in the governing documents is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

### ARTICLE 15 - LEGAL REPRESENTATION

#### Section 15.1 - Counsel Authorized

Legal counsel, to advise on matters relating to the operation of the Authority, may be recommended by the Executive Director and approved by the Board.

The Authority shall have the right to pay such legal counsel reasonable compensation for said services.

### ARTICLE 16 - EXECUTION OF CONTRACTS

#### Section 16.1 - Authorization by Board

The Board or Executive Committee may authorize the Executive Director, any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Authority and such authorization may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the Authority by any contract or to pledge its credit or to render it liable for any purpose or to any amount.

#### Section 16.2 – Representative and Officers Insurance

The Authority may purchase insurance indemnifying the Directors, Officers, and Administrative staff for personal liabilities arising out of wrongful acts in the discharge of their duties to the Authority or may elect to self-insure such risk.

## ARTICLE 17

### Section 17.1 – Termination and Distribution

The Agreement, these Bylaws, and the Authority continue to exist after termination for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the obligations and affairs of the Authority.

Upon termination of the Authority, the assets of the Authority shall be distributed and apportioned among the member entities that have been members in its programs, including those member entities which previously withdrew or were expelled pursuant to ARTICLES 13 and 14 of these Bylaws, and as provided by the Program Bylaws. Any additional funds received after the above distributions are made shall be returned in proportion to the contributions made.

## ARTICLE 18 - NOTICES

### Section 18.1 - Notices

Any notice to be given or to be served upon any party hereto in connection with these Bylaws must be in writing (which may include facsimile) and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Any party may, at any time by giving five days prior written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice will be given.

### Section 18.2 - Claims Against the Authority

Claims against the Authority shall be presented to the mailing address of the Authority.

## ARTICLE 19 - EFFECTIVE DATE

### Section 19.1 - Effective Date and Supremacy

These Bylaws shall be effective immediately upon the date of approval and upon adoption shall supersede and cancel any prior Bylaws and/or amendments thereto.

However, the adoption of these Bylaws shall not affect the Agreement or any amendments to it. Any clauses in these Bylaws that are inconsistent with the Agreement shall be superseded by those clauses in the Agreement but only to the extent of the inconsistency.

## ARTICLE 20 - AMENDMENTS

### Section 20.1 – Procure to Amend

These Bylaws may be amended or repealed from time to time as provided in Section 4.1.3.4 provided, however, that at least 30 days prior to the taking of such action, written notice has been given to each director, alternate representative, substitute alternate representative (if applicable).

July 9, 2009  
Agenda Item 8. D.

**ADMINISTRATIVE MATTERS**

**SUBJECT: CMHSA Resolution No. 09-01-Conflict of Interest Policy**

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**BACKGROUND AND STATUS:**

The Political Reform act, Government Code Sections 81000, et, seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes.

**RECOMMENDATION:**

Approve CMHSA Resolution No. 09-01-Conflict of Interest Policy.

**REFERENCE MATERIALS ATTACHED:**

\*CMHSA Resolution No. 09-01 – Conflict Of Interest Policy.

CONFLICT OF INTEREST CODE  
FOR  
CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

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**Resolution No. 09-01**

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I. Background

The political Reform Act, Government Code Section 81000, et, seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regulations/Section 18730, which contains the terms of a standard Conflict Of Interest, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearing. Therefore, the terms of 2 Cal. Code of Regulations/Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of the California Mental Health Services Authority (CMHSA).

II. Designated Positions

Pursuant to the standard code all designated employees shall file their statements of economic interests with CMHSA which shall make the statements public inspection and reproduction (Government Code Section 82008).

III. Disclosure Categories

Individuals specified under these categories shall disclose any relevant information concerning investments in, source of income from, or his or her status as a director, officer, partner, trustee, employee, or any position of management in any business entities described below.

For the purpose of this code, the following disclosure categories are established:

- Category 1. Business entities which are of the type to supply to CMHSA materials, products, supplies, commodities or equipment utilized by the CMHSA.

- Category 2. Business entities which are of the type to supply to CMHSA services, including professional services, utilized by CMHSA.
- Category 3. Business entities engaged in the business of insurance including, but not limited to, insurance companies, carriers, holding companies, underwriters, brokers, solicitors, agents, adjusters, claims managers and actuaries.
- Category 4. Financial institutions including, but not limited to, banks, savings and loan associations and credit unions which are located in, doing business in, plan to do business in, or have done business in the jurisdiction of CMHSA.
- Category 5. Business entities or persons who have filed a claim, or have a claim pending, against CMHSA or any member of CMHSA.
- Category 6. All interests in real property located within the jurisdiction of CMHSA.

Date Adopted:

Date of Last Revision: N/A

Replaces Resolution No: N/A

Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Abstains: \_\_\_\_\_ Absent: \_\_\_\_\_

APPENDIX

TO  
CONFLICT OF INTEREST CODE  
OF  
CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

**Designated Positions**

**Disclosure Categories**

Members of the Board of Directors (including all officers)	All
Alternate Members of the Board of Directors	All
Administrator	All
Consultants*	All
General Counsel	All
Legal Position	All
Auditor	All

\*With respect to Consultants, the President of the Board, in the absence of an Administrator, may determine in writing that a particular consultant, although a designated person is hired to perform a range of duties that are limited in scope and thus is not required to comply with the disclosure requirements described in this Section. Such determination shall include a description of the consultant's duties and based upon that description, a statement of the extent of disclosure requirements. A copy of this determination shall be retained by the Joint Powers Authority. Nothing herein excuses any such consultants from any other provisions of the Conflict of Interest Code.

- (1) If these Designated Positions are business firms, the Statement shall be filed by the individual in the firm who has primary responsibility for conducting the firm's business activities for CMHSA.
- (2) "Consultants" shall include any natural person who provides, under contract, information, advise, recommendation or counsel to a state or local government agency.

July 9, 2009  
Agenda Item 8.E.

**ADMINISTRATIVE MATTERS**

**SUBJECT: CMHSA Resolution No. 09-02- Record Retention Policy**

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**BACKGROUND AND STATUS:**

CMHSA has an obligation to create, maintain, and dispose of records in accordance with accepted records management practices and standards pursuant to California Government Code Sections 60200-60204 (applicable to special districts). Staff has drafted a resolution for the Boards Review.

**RECOMMENDATION:**

Approve CMHSA Resolution No 09-02-Record Retention Policy.

**REFERENCE MATERIALS ATTACHED:**

\*CMHSA Resolution No. 09-02- Record Retention Policy.

# CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

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## Resolution No. 09-02

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### *Subject: Record Retention Policy*

**WHEREAS**, The California Mental Health Services Authority (“CMHSA”) has an obligation to create, maintain, and dispose of records and information in accordance with accepted records management practices and standards; and

**WHEREAS**, CMHSA adopts this policy pursuant to California Government Code Sections 60200-60204 (applicable to special districts);

### **NOW THEREFORE, BE IT RESOLVED, THAT:**

The Board of Directors of CMHSA hereby adopts this policy to maintain and dispose of records.

1. For purposes of this policy, “record” means any writing containing information relating to the conduct of the public’s business prepared, owned, used or retained by CMHSA regardless of physical form or characteristics. “Writing” means handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communications or representation, including letters, words, pictures, sounds, or symbols, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, magnetic or punched cards, discs, drums, and other documents.
2. At any time, CMHSA may destroy and dispose of any copy or duplicate of an original record, so long as the original record is retained in accordance with this policy.
3. CMHSA will maintain all records until the expiration of the retention period in CMHSA with the Records Retention Schedule set forth below. Once the retention period has ended, CMHSA may destroy or cause to be destroyed those records. However, an individual member may request that records specific to that entity be returned to its possession, in which case the records will be provided to the member entity upon expiration of the retention period.
4. After a paper record has been on file for at least two years, CMHSA may destroy the original paper record and retain a copy on computer disk, magnetic tape, microfilm or other storage medium in accordance with Government Code Section 60203. The Copy on the storage medium must be retained for at least the period provided by this policy.
5. This policy superseded any prior records retention policy.
6. The Board of Directors of the CMHSA hereby resolves to maintain records in accordance with the following Records Retention Schedule:

CMHSA Record Retention Policy, Resolution 09-02

## Records Retention Schedule

The retention of these records will be the responsibility of the administrative firm unless others were contractually required by another organization, as indicated with an “\*”.

### Category

### Retention Policy

#### ADMINISTRATION

Agreements/Contracts (Excluding Capital Improvements)	Termination + 5 years
Agreements/Contracts for Capital Improvements	Permanent
All Other Governing Documents	Permanent
Correspondence	3 years
Joint Exercise of Powers Agreement and Amendments	Permanent
Requests for Proposals/Request for Qualifications	5 yrs or contract termination+ 5 yrs, whichever latest
Responses to Proposals/Request for Qualifications	5 yrs of contract termination+ 5 yrs, whichever latest
Roster of Public Agency Filing	Permanent

#### BOARD OF DIRECTORS/COMMITTEES

Agendas	Current + 2 years
Meeting Notes	5 years
Minutes	Permanent
Reports	Completion/close of matter + 5 years
Resolutions	Permanent

#### ELECTIONS/CONFLICT OF INTEREST

Ballots	Permanent
Conflicts of Interest Code	Current + 7 years
Statement of Economic Interest (Fair Political Practices Commission Form 700)	7 years from filing

#### FINANCIAL

##### Accounts Payable

A/P Distribution Journal	Audit + 5 years
Cash Distribution	Audit + 5 years
Correspondence	Audit + 5 years
Expense Reports	Audit + 5 years
Invoices	Audit + 5 years



July 9, 2009  
Agenda Item 8.F.

**ADMINISTRATIVE MATTERS**

**SUBJECT: CMHSA Calendar of Meetings**

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**BACKGROUND AND STATUS:**

The Formation Committee historically met following the conclusion of the Monthly All Directors Meetings on the second Thursday of each month at 3:00 p.m.

CMHSA is organized as a Joint Powers Authority in accordance with Title I, Division 7, Chapter 5 of the Government Code of the State of California. CMHSA is a local government body and is subject to Conducting Meetings in accordance to the Ralph M. Brown Act which is contained in Section 54950 et. seq. of the Government Code. CHMSA may conduct live, or teleconference meetings and meet notice requirements established in the Brown Act.

The CHMSA Board may discuss the meetings schedule and provide direction to staff.

**RECOMMENDATION:**

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

**REFERENCE MATERIALS ATTACHED:**

\*Calendar July 2009-June 2010.

# 2009

July						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

# 2010

January						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 9, 2009  
Agenda Item 9.A.

**FINANCIAL MATTERS**

**SUBJECT: CMHSA Resolution 09-03-Authorizing Establishment Of Bank Accounts and Account Signatures**

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**BACKGROUND AND STATUS:**

Staff has drafted a resolution for Board consideration and review for the establishment and operation of the Bank account.

**RECOMMENDATION:**

Approve CMHSA Resolution No 09-03-Record Retention Policy.

**REFERENCE MATERIALS ATTACHED:**

\*CMHSA Resolution No. 09-03-Authorizing Establishment of Bank Accounts and account signatures.

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY**

**Resolution No. 09-03**

**Subject: Authorizing Establishment of Bank Accounts and Account Signatures**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (CHMSA)** that Banks insured by the FDIC and the Local Agency Investment Fund (LAIF) may be used as the depositories of Authority funds; and

**WHEREAS**, the Board of Directors does hereby find that the deposit and withdrawal of money in Banks insured by the FDIC and the Local Agency Investment Fund (LAIF) are in accordance with the provisions of Section 53600-53609 and 53630-53686 of the Government Code for the purpose of investment as stated therein as in the best interests of CHMSA.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Directors does hereby authorize the deposit and withdrawal of CMHSA monies in the Banks insured by the FDIC and in LAIF in the State Treasury for the purpose of investment as stated therein.

**BE IT FURTHER RESOLVED that:**

1. The following CHMSA officers and designated staff shall be authorized to order the deposit or withdrawal of monies;
2. There shall be required two signatures on any bank account for the disbursement of funds.

_____	_____	_____	_____
(NAME)	(NAME)	(NAME)	(NAME)
_____	_____	_____	_____
<b>PRESIDENT</b>	<b>TREASURER</b>	(TITLE)	(TITLE)
_____	_____	_____	_____
(SIGNATURE)	(SIGNATURE)	(SIGNATURE)	(SIGNATURE)

**PASSED AND ADOPTED**, by the Board of Directors of CHMSA on \_\_\_\_\_

Date of last Revision: N/A

Replaces Resolution No: N/A

Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Abstains: \_\_\_\_\_ Absent: \_\_\_\_\_

July 9, 2009  
Agenda Item 9.B.

**FINANCIAL MATTERS**

**SUBJECT: CMHSA Administrative Expense Budget-July 1, 2009 - June 30, 2010**

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**BACKGROUND AND STATUS:**

In compliance with the CHMSA governing documents the role of the Board of Directors is to adopt an annual budget by July 1 of each year, with receipt of a draft budget forty-five days prior. CMHSA was formed on June 11, 2009 and a proposed budget has been presented for Board adoption.

**RECOMMENDATION:**

Adopt the Administrative Expense Budget for July 1, 2009 to June 30, 2010.

**REFERENCE MATERIALS ATTACHED:**

\*CMHSA Administrative Expense Budget – July 1, 2009 to June 30, 2010.

**California Mental Health Services Authority**  
**Administrative Expense Budget**  
**July 1, 2009 to June 30, 2010**  
**Proposed Draft - May 14, 2009**

			<u>Budget</u> <u>2009-2010</u>
General Management	(1)	\$	82,500
Formation Fees			10,000
Legal Services			5,000
Financial Audit			-
Insurance			5,000
Meetings			2,000
Filing Fees			1,000
Bank Fees			1,000
Web Site & Other			5,000
Marketing			5,000
Miscellaneous			5,000
Totals		<u>\$</u>	<u>121,500</u>

**Notes:**

1. Optimum Risk Advisor (ORA) services have been estimated at \$5,000 per month until CMHSA is fiscally established. The fees will then increase to \$7,500 per month. This arrangement will remain until such time the JPA expands.

July 9, 2009  
Agenda10.A.

**NEW MEMBER OUTREACH/PRESENTATIONS**

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

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**BACKGROUND AND STATUS:**

Board of Directors to discuss the membership of new applicants to CHMSA.

**RECOMMENDATION:**

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

**REFERENCE MATERIALS ATTACHED:**