

# Board of Directors Meeting

## AGENDA

August 13, 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 Service Authority  
(CMHSA)

Board of Directors Meeting

Agenda

Thursday, August 13, 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 AGENDA AS POSTED (OR AMENDED)**

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

<b>5. NEW MEMBER OUTREACH/DEVELOPMENT</b>	
A. Approval of New Applicants for Membership in CMHSA <b>Recommendation: For discussion and/or action should action be deemed appropriate.</b>	<b>3</b>
*B. CMHSA Survey Results-Membership Interest <b>Recommendation: For discussion and/or action should action be deemed appropriate.</b>	<b>4</b>
<b>6. CONSENT CALENDAR-</b> If the Board would like to discuss any item listed, it may be pulled from the Consent Calendar.	
*A. Minutes from the July 9, 2009, Board Meeting <b>Recommendation: Staff recommends the Board formally consider approval of the Consent Calendar.</b>	<b>14</b>
<b>7. PRESENTATIONS</b>	
A. Training, Technical Assistance and Capacity Building <b>Recommendation: For Discussion and/or action should action be deemed appropriate.</b>	<b>21</b>
<b>8. ADMINISTRATIVE MATTERS</b>	
*A. CMHSA Agreement for Administrative and Financial Services with Optimum Risk Advisors (ORA) a division of George Hills Company. <b>Recommendation: None</b>	<b>22</b>
B. CMHSA Website <b>Recommendation: None</b>	<b>34</b>
*C. CMHSA Investment in the Local Agency Investment Fund (LAIF) - Resolution No. 09-04 <b>Recommendation: Adopt Resolution No. 09-04-CMHSA Investment in the Local Agency Investment Fund (LAIF)</b>	<b>36</b>
D. Governing Document: Review and Discuss Draft CMHSA Bylaws <b>Recommendation: Review and Discuss Draft CMHSA Bylaws</b>	<b>45</b>
E. CMHSA Calendar of Meetings and Strategic Planning <b>Recommendation: For discussion and/or action should action be deemed appropriate.</b>	<b>46</b>
<b>9. PROGRAMS</b>	
<b>10. ADJOURNMENT</b>	

\* = Material on Agenda Item Enclosed

August 13, 2009

Agenda item 5.A.

**NEW MEMBER OUTREACH/DEVELOPMENT**

**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 CMHSA.

- Sutter/Yuba Mental Health Services-Tom Sherry, Deputy Director

**RECOMMENDATIONS:**

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

**REFERENCE MATERIALS ATTACHED:**

To Be Distributed at Meeting

August 13, 2009  
Agenda item 5.B.

**NEW MEMBER OUTREACH/DEVELOPMENT**

**SUBJECT: CMHSA Survey Results-Membership Interest**

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**BACKGROUND AND STATUS:**

In July CiMH distributed a survey on behalf of CMHSA. This survey requested information regarding the progress and/or consideration of other Counties about joining the JPA. The summarized Survey results are attached.

**RECOMMENDATIONS:**

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

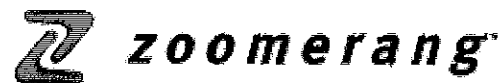
**REFERENCE MATERIALS ATTACHED:**

- \*Summary of Respondents
- \*Summary of Zoomerang Survey Results
- \*Technical Assistance Requests

Counties Who Have Not Responded	Counties Who Have Responded	Members
<ol style="list-style-type: none"> <li>1. Alameda</li> <li>2. Alpine</li> <li>3. Amador</li> <li>4. Berkeley City</li> <li>5. Del Norte</li> <li>6. Fresno</li> <li>7. Imperial</li> <li>8. Inyo</li> <li>9. Kern</li> <li>10. Modoc</li> <li>11. Mono</li> <li>12. Nevada</li> <li>13. Plumas</li> <li>14. San Benito</li> <li>15. Santa Barbara</li> <li>16. Siskiyou</li> <li>17. Tri-City</li> </ol>	<ol style="list-style-type: none"> <li>1. Butte</li> <li>2. Calaveras</li> <li>3. Colusa</li> <li>4. Contra Costa</li> <li>5. El Dorado</li> <li>6. Glenn</li> <li>7. Humboldt</li> <li>8. Kings</li> <li>9. Lake</li> <li>10. Lassen</li> <li>11. Los Angeles</li> <li>12. Madera</li> <li>13. Marin</li> <li>14. Mariposa</li> <li>15. Mendocino</li> <li>16. Merced</li> <li>17. Monterey</li> <li>18. Napa</li> <li>19. Orange</li> <li>20. Placer</li> <li>21. Riverside</li> <li>22. Sacramento</li> <li>23. San Bernardino</li> <li>24. San Diego</li> <li>25. San Francisco</li> <li>26. San Joaquin</li> <li>27. San Luis Obispo</li> <li>28. San Mateo</li> <li>29. Santa Clara</li> <li>30. Santa Cruz</li> <li>31. Shasta</li> <li>32. Sierra</li> <li>33. Solano</li> <li>34. Sonoma</li> <li>35. Stanislaus</li> <li>36. Sutter-Yuba</li> <li>37. Tehama</li> <li>38. Trinity</li> <li>39. Tulare</li> <li>40. Tuolumne</li> <li>41. Ventura</li> <li>42. Yolo</li> </ol>	<ol style="list-style-type: none"> <li>1. Colusa</li> <li>2. Humboldt</li> <li>3. San Bernardino</li> <li>4. Solano</li> <li>5. Monterey</li> <li>6. San Luis Obispo</li> <li>7. Stanislaus</li> <li>8. Shasta</li> </ol>

# California Mental Health Services Authority (CMHSA)

## Results Overview



Date: 7/31/2009 7:39 AM PST

Responses: Completes

Filter: No filter applied

Colleagues, The members of the California Mental Health Services JPA are interested in the progress and/or consideration of other counties about joining the JPA. Please take 5 minutes to provide us with the attached information. Thank you, Sandra Naylor Goodwin, PhD MSW DEADLINE: July 7, 2009

### 2. Is your county actively considering joining the California Mental Health Services Authority-JPA?

Yes		31	84%
No		6	16%
Total		37	100%

### 3. If so, what stage are you at:

Reviewing internal to the mental health department		21	57%
Reviewing with county counsel		10	27%
Reviewing with CAO		4	11%
Preparing board action		3	8%
Board action is scheduled		2	5%

### 4. Does your county need any consultation to assist in the process?

Yes		11	30%
No		26	70%
Total		37	100%

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<b>County</b>	<b>County Contact</b>	<b>Type of TA needed</b>	<b>What stage</b>	<b>Person assigned to provide TA</b>	<b>Issues/Date Resolved Yes or No</b>
<b>Kings</b>	Mary Ann Ford Sherman 559-582-3211 Ext. 2382 <a href="mailto:Maryanne.fordsherman@co.kings.ca.us">Maryanne.fordsherman@co.kings.ca.us</a>	None	Reviewing with county counsel		
<b>Lake</b>	Kristy Kelly 707-263-4338 <a href="mailto:kristyk@co.lake.ca.us">kristyk@co.lake.ca.us</a>	None	Reviewing with county counsel		
<b>Lassen</b>	Ken Crandall 530-251-8108 <a href="mailto:kcrandall@co.lassen.ca.us">kcrandall@co.lassen.ca.us</a>	None	Reviewing with CAO		
<b>Los Angeles</b>	Marvin Southard 213-738-4601 <a href="mailto:msouthard@dmh.lacounty.gov">msouthard@dmh.lacounty.gov</a>	Yes	Reviewing with county counsel	ORA CiMH	
<b>Madera</b>	Janice Melton 559-675-7926 <a href="mailto:jmelton@madera-county.com">jmelton@madera-county.com</a>	None	Reviewing internal to the mental health department		
<b>Marin</b>	Bruce Gurganus 415-499-6769 <a href="mailto:bgurganus@co.marin.ca.us">bgurganus@co.marin.ca.us</a>	None	Reviewing internal to the mental health department		
<b>Mariposa</b>	James A. Rydingsword 209-966-2000 <a href="mailto:jryding@mariposacounty.org">jryding@mariposacounty.org</a>	None	Reviewing internal to the mental health		



<b>County</b>	<b>County Contact</b>	<b>Type of TA needed</b>	<b>What stage</b>	<b>Person assigned to provide TA</b>	<b>Issues/Date Resolved Yes or No</b>
<b>Butte</b>	Edward Walker 530-891-2850 <a href="mailto:ewalker@buttecounty.net">ewalker@buttecounty.net</a>	None	Reviewing with CAO		
<b>Calaveras</b>	Rita T. Downs 209-754-6525 <a href="mailto:rdowns@co.calaveras.ca.us">rdowns@co.calaveras.ca.us</a>	None	Reviewing internal to the mental health department		
<b>Colusa</b>	Curtis Boewer 530-701-2660 <a href="mailto:cboewer@gmail.com">cboewer@gmail.com</a>	None	Board action is scheduled		Member
<b>Contra Costa</b>	Donna M. Wigand 925-957-5111 <a href="mailto:dwigand@hsd.cccounty.us">dwigand@hsd.cccounty.us</a>	None	Preparing board action		
<b>El Dorado</b>	Neda West 530-621-6149 <a href="mailto:nwest@co.el-dorado.ca.us">nwest@co.el-dorado.ca.us</a>	None	Reviewing JPA materials and will attend meetings		
<b>Glenn</b>	Scott Gruendl 530-343-7832 <a href="mailto:sgruendle@glenncountyhealth.net">sgruendle@glenncountyhealth.net</a>	None	Reviewing internal to the mental health department		
<b>Humboldt</b>	Karolyn Rim Stein				Member

<b>County</b>	<b>County Contact</b>	<b>Type of TA needed</b>	<b>What stage</b>	<b>Person assigned to provide TA</b>	<b>Issues/Date Resolved Yes or No</b>
			department		
<b>Mendocino</b>	Mary Elliott 707-463-5481 <a href="mailto:elliottm@co.mendocino.ca.us">elliottm@co.mendocino.ca.us</a>	None	Reviewing internal to the mental health department		
<b>Merced</b>	Manuel J. Jimenez, Jr. 209-381-6813 <a href="mailto:Manual.jimenez@co.merced.ca.us">Manual.jimenez@co.merced.ca.us</a>	Yes, using Troy Dean Fox	Reviewing internal to the mental health department		
<b>Monterey</b>	Wayne Clark 831-755-4509 <a href="mailto:clarkww@co.monterey.ca.us">clarkww@co.monterey.ca.us</a>				Member
<b>Napa</b>	Olga Austin 707-299-2119 <a href="mailto:oaustin@co.napa.ca.us">oaustin@co.napa.ca.us</a>	Yes	Reviewing internal to the mental health department		
<b>Orange</b>	Mark Refowitz 714-834-6032 <a href="mailto:mrefowitz@ocha.com">mrefowitz@ocha.com</a>	Yes	Reviewing internal to the mental health department		
<b>Placer</b>	Maureen Bauman 530-889-7256 <a href="mailto:mbauman@placer.ca.gov">mbauman@placer.ca.gov</a>	None, but will let us know if they need assistance	Preparing board action		
<b>Riverside</b>	Jerry Wengerd 513-584-4501	None	Reviewing internal to the		

County	County Contact	Type of TA needed	What stage	Person assigned to provide TA	Issues/Date Resolved Yes or No
	<a href="mailto:wengerd@rcmhd.org">wengerd@rcmhd.org</a>		mental health department		
<b>Sacramento</b>	Mary Ann Bennett 916-875-9904 <a href="mailto:bennettma@saccounty.net">bennettma@saccounty.net</a>	None	Reviewing internal to the mental health department		
<b>San Bernardino</b>	Allan Rawland 909-383-3133 <a href="mailto:arawland@dbh.sbcounty.gov">arawland@dbh.sbcounty.gov</a>				Member
<b>San Diego</b>	Alfredo Aguirre 619-563-2765 <a href="mailto:Alfredo.aguirre@sdcounty.ca.gov">Alfredo.aguirre@sdcounty.ca.gov</a>	None	Reviewing internal to the mental health department		
<b>San Francisco</b>	Robert Cabaj 415-255-3401 <a href="mailto:Bob.cabaj@sfdph.org">Bob.cabaj@sfdph.org</a>	None	Reviewing internal to the mental health department		
<b>San Joaquin</b>	Vic Singh 209-468-8750 <a href="mailto:vsingh@sjcbhs.org">vsingh@sjcbhs.org</a>	None	Reviewing internal to the mental health department		
<b>San Luis Obispo</b>	Karen Baylor 805-781-4734 <a href="mailto:kbaylor@co.slo.ca.us">kbaylor@co.slo.ca.us</a>				Member
<b>San Mateo</b>	Louise Rogers	None	Preparing		

<b>County</b>	<b>County Contact</b>	<b>Type of TA needed</b>	<b>What stage</b>	<b>Person assigned to provide TA</b>	<b>Issues/Date Resolved Yes or No</b>
	650-573-2532 <a href="mailto:lrogers@co.sanmateo.ca.us">lrogers@co.sanmateo.ca.us</a>		board action		
<b>Santa Clara</b>	Nancy Pena 408-885-5782 <a href="mailto:Nancy.pena@hhs.sccgov.org">Nancy.pena@hhs.sccgov.org</a>	None	Preparing board action		
<b>Santa Cruz</b>	Alicia Najera 831-454-4931 <a href="mailto:Alicia.najera@co.santa-cruz.ca.us">Alicia.najera@co.santa-cruz.ca.us</a>	None	Reviewing internal to the mental health department		
<b>Shasta</b>	Mark Montgomery 530-225-5900 <a href="mailto:mmontgomery@co.shasta.ca.us">mmontgomery@co.shasta.ca.us</a>	Yes, please send final by-laws and sample board action letter	Board action is scheduled	ORA CiMH	Member
<b>Sierra</b>	Carol Roberts 530-993-6701 <a href="mailto:croberts@sierracounty.us">croberts@sierracounty.us</a>	Yes	Reviewing with county counsel		
<b>Solano</b>	Mike Opredek 707-784-8330 <a href="mailto:mjoprendek@solanocounty.com">mjoprendek@solanocounty.com</a>				Member
<b>Sonoma</b>	Mike Kennedy 707-565-5157 <a href="mailto:MKennedy@sonoma-county.org">MKennedy@sonoma-county.org</a>	Yes	Reviewing internal to the mental health		

County	County Contact	Type of TA needed	What stage	Person assigned to provide TA	Issues/Date Resolved Yes or No
			department		
<b>Stanislaus</b>	Denise Hunt 209-525-7442 <a href="mailto:dhunt@stancounty.com">dhunt@stancounty.com</a>				Member
<b>Sutter-Yuba</b>	Tom Sherry 530-822-7200 <a href="mailto:tsherry@co.sutter.ca.us">tsherry@co.sutter.ca.us</a>	None	Reviewing with county counsel  Reviewing with CAO		
<b>Tehama</b>	Ann Houghtby 530-527-8491 <a href="mailto:houghtby@tcha.net">houghtby@tcha.net</a>	Yes	Reviewing internal to the mental health department		
<b>Trinity</b>	Noel J. O'Neill 530-623-8293 <a href="mailto:Noneill@kingsview.org">Noneill@kingsview.org</a>	No	Reviewing with CAO		
<b>Tulare</b>	Cheryl L. Duerksen 559-737-4660 Ext. 2300 <a href="mailto:cduerkse@tularehhsa.org">cduerkse@tularehhsa.org</a>	None	Reviewing internal to the mental health department		
<b>Tuolumne</b>	Bea Readell 209-533-6245 <a href="mailto:breadel@co.tuolumne.ca.us">breadel@co.tuolumne.ca.us</a>	None	Reviewing with county counsel		

<b>County</b>	<b>County Contact</b>	<b>Type of TA needed</b>	<b>What stage</b>	<b>Person assigned to provide TA</b>	<b>Issues/Date Resolved Yes or No</b>
<b>Ventura</b>	Meloney Roy 805-981-2214 <a href="mailto:Meloney.roy@ventura.org">Meloney.roy@ventura.org</a>	None	Reviewing with county counsel		
<b>Yolo</b>	Kim Suderman 530-666-8516 <a href="mailto:Kim.suderman@yolocounty.org">Kim.suderman@yolocounty.org</a>	None	Reviewing internal to the mental health department		

August 13, 2009

Agenda Item 6

**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 July 9, 2009 Board of Directors Meeting

**RECOMMENDATION:**

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

**REFERENCE MATERIALS ATTACHED:**

\*Minutes from the July 9, 2009, Board of Directors Meeting

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

Double Tree Hotel, Sacramento CA 95818

Thursday, July 9, 2009

**MEMBERS PRESENT**

Allan Rawland, MSW, San Bernadino County

Mike Opredek, LCSW, Solano County

Dr. Wayne Clark, PhD, Monterey County

Denise Hunt, MFT, Stanislaus County

Curtis Boewer, MPA, MFT, Colusa County

Mark Montgomery, Shasta County

**MEMBERS ABSENT**

Dr. Karen Baylor, PhD, MFT, San Luis Obispo County

**OTHERS PRESENT**

John Chaquica, CPA, MBA, ARM, George Hills Company Inc

Kim Santin, CPA, George Hills Company, Inc

Meliah Bird, George Hills Company, Inc.

Alice Washington, California Institute for Mental Health

Patricia Ryan, MPA, California Mental Health Directors Association

Bill Carter, LCSW, CiMH

**1. CALL TO ORDER**

The meeting was called to order at 3:25 p.m. by President Mr. Allan Rawland.

**2. INTRODUCTIONS**

Everyone present introduced him/herself. Allan Rawland, acting President; Mike Opredek, Solano County acting Vice President; Wayne Clark acting as Secretary, Monterey County; Denise Hunt, Stanislaus County, and Curtis Boewer representing Colusa County acting as treasurer.

**3. PUBLIC COMMENT**

Carolyn Ribstine from Humboldt County acknowledged the Board with questions regarding potential wording changes in the JPA agreement. Humboldt County council recommended they work with the definitions about funding and wording of Article 1 of the JPA Agreement. This item was discussed further under Agenda item 8.A.



**4. APPROVAL OF CMHSA BOARD OF DIRECTORS & SLATE OF OFFICERS**

**Approval of Board and Slate of Officers, Item 4 of the Agenda.**

The slate was recommended at the last meeting, staff recommends the Board entertains motion to accept. Denise Hunt requests title change from Mental Health Director to Behavioral Health Director.

President	Mr. Allan Rawland	San Bernardino County
Vice President	Mr. Mike Oprendeck	Solano County
Treasurer	Mr. Curtis Boewer	Colusa County
Secretary/Bay Area Rep.	Dr. Wayne Clark	Monterey County
Southern Area Rep.	Dr. Karen Baylor	San Luis Obispo County
Central Area Rep.	Ms. Denise Hunt	Stanislaus County
Board Member	Mark Montgomery	Shasta County

*Mike Oprendeck motioned to approve Board and Slate of Officers. Denise Hunt seconded the motion, Motion passed unanimously.*

**5. APPROVAL OF AGENDA**

**The Board considered approval of the agenda as posted or amended. Recommendation to take item 10 out of order.**

*Curtis Boewer moved to process item 10 in the agenda out of order, second by Mike Oprendeck. Motion passed unanimously.*

Curtis Boewer presents Shasta County as a new member.

*Mike Oprendeck moved to approve Shasta County, Seconded by Curtis Boewer. Motion passed unanimously.*

Shasta County accepted to the JPA. Shasta application given to John Chaquica with George Hills Company.

**6. CONSENT CALENDAR**

**6.A. Minutes from June 11, 2009 Formation Committee Meeting.**

Staff recommends board accepts the minutes.

*Dr. Wayne Clark enters motion to accept minutes. Mike Oprendeck seconded the motion. Motion passed unanimously.*

## **7. PRESENTATIONS**

### **7.A. Training, Technical Assistance and Capacity Building.**

Presentation by Bill Carter of CiMH regarding the Training, Technical Assistance and Capacity Building. Context that there are five statewide TA components CiMH would like to work with the member counties to develop a plan for statewide, regional, and local implementation of Training, TA and Capacity Building. The plan would start with the counties approved PEI plans. CiMH was looking for permission from board to move forward with developing a proposal for consideration by CMHSA. Denise Hunt comments that she may have a conflict regarding also being a member of the board on CiMH as well as Dr. Wayne Clark states same. Staff recommends the Board move forward with the planning and the proposal conflict will be addressed subsequently. Questions arise from Mike Opredek in regards to the procurement policy and whether if accepted the training is then drawn up in a contract and goes out to bid. Bill Carter states CiMH is requesting “guiding” the proposal. These issues will need to be addressed subsequently.

Questions arise in regards to how monies would go from County to JPA to the Training. It is then clarified motion is solely for preparation of the proposal, not funding etc. John recommends that the JPA allows flexibility and will not limit options. Even County’s that are not in the JPA will be able to participate.

***Mike Opredek motions to move forward regarding plan for the proposal by CiMH. Seconded by Denise Hunt. Motion carried unanimously.***

### **7.B. Report on Member Outreach.**

Survey done on Zoomerang shows increased interest in joining the JPA. Approximately 24 County’s are looking into the JPA. Clarification about projects and not usurping the authority of the OAC and the process of approval was addressed. Another question arose in regards to JPA and elimination of the bid process. Mr. Walker with Butte County has questions regarding now that the JPA is established how does a county adding get involvement in each project and how the JPA is funded. Mike Opredek states each project will have a manager group. Every county will have involvement and not just the larger County’s or the board will have final decision. The funding is split amongst the County’s involved, so depending on the population size would determine your County’s funding responsibility.

General consensus, by the Board referring the survey shows a high level of interest with multiple Counties’. Those County’s interested are at different levels of adding, once added the funding is then spread amongst the entire JPA.

## **8. ADMINISTRATIVE MATTERS**

### **8.A. Staff recommends approval signatures, and file CMHSA Joint Exercise of Power Agreement.**

John Chaquica explains the Agreement can be ratified in the future once more County's join the JPA. The document is static, and each time a change is made it has to go back to each County's Board of Supervisors for approval. President, Allen indicates that the Bylaws have more flexibility and are an easier process than changes on the agreement. Denise Hunt suggests that under Appendix A, her title should be noted as Behavioral Mental Health Director.

*Allen Rawland makes a motion to approve the agreement, seconded by Mike Oprendeck. Motion passed unanimously.*

All board members present signed the JPA agreement.

### **8.B. CMHSA Formation and State Filings.**

Status report to the Board that the JPA agreement has been filed with the State. Statement of Facts is completed and needs to be signed. Professional Liability has not been sought as no financial transactions have been made.

Statement of Facts is signed by President Allan Rawland.

### **8.C. Review and discuss CMHSA Bylaws.**

Formation committee worked through the Bylaws and staff has not made any other changes. A tally of comments have been recorded and saved by members of the Mental Health Directors Committee. The bylaws are a governing document approved by this body, with new members joining staff suggests to keep suggestions and comments, and change when membership is more static.

### **8.D. CMHSA Resolutions No. 09-01 Conflict of Interest Policy.**

Staff indicates the resolution will need to be signed by the secretary.

*Allan Rawland makes a motion to approve Resolution 09-01. Motion seconded by Mike Oprendeck. Motion passed unanimously.*

CMHSA Resolution 09-01 is signed by President Allan Rawland.

**8.E. CMHSA Resolution No. 09-02 Record Retention Policy.**

Policy protects all members of the board.

*Motion by Dr. Wayne Clark, Seconded by Denis Hunt. Motion passed unanimously.*

**8. F. CMHSA Calendar of Meetings**

Calendar presented from July 2009 to June 2010. Staff indicates meetings can be done in person, telephonic, monthly, annual etc. Board discusses continuing the meetings on a monthly basis through September at which time October meeting may change. Following the past events the next Meeting would be on August 13th, 2009 and the following being on September 10, 2009.

*Curtis Boewer motions to approve next meeting date of August 13, 2009 and the following being September 10, 2009. Denise Hunt seconded. Motion passed unanimously.*

**9. FINANCIAL MATTERS**

**9.A. Establishment of Bank Accounts and Bank Account Signature Procedures.**

Staff suggests to the Board having at least five available signatories. Staff recommends three officers of the board and at least two staff. Staff indicates two staff are unable to sign alone.

*Mike Oprende moved to approve five signatories and having three from the Board and two staff. Seconded by Allan Rawland. Motion passed unanimously.*

**9.B. CMHSA Expense Budget-July 1, 2009 to Jun 30, 2010.**

The governing documents required the Board to adopt an annual budget and staff presented the draft budget. President points out notation on budget that the budget will change with growth in size as JPA. Curtis Boewer presents two questions, one being when the \$5000 requirement becomes \$7500 and the second question in regards to the billing and the contract to bill with CiMH. At this time there is no contract set up with George Hills in regards to billing. Staff responds that the \$5000 will continue until financial transactions take place at which for one year no matter the size of the JPA the monthly amount would be \$7500. At the end of the year the fees will then be re-evaluated. He suggests in regards to the second question regarding billing that George Hills can bill the JPA and the members can pay the JPA. President states for members to check with County

Council's to see if that will be allowed and if not billing through CiMH may be the solution at least for the months of June and July.

*Dr. Wayne Clark moved to approve CMHSA expense budget. Motion seconded by Curtis Boewer. Motion passed unanimously.*

**9.C. Domain Names Discussion.**

A list of potential domain names was presented to the board members. Seven choices were presented; board members looked over and selected the first choice on the list being calmhsa.org. Twenty five dollars was the suggested cost annually for the site. Mike Oprendeck donated twenty five dollars towards the cost.

*Denise Hunt moved to approve domain name calmhsa.org, seconded by Allan Rawland. Motion passed unanimously. \*\*(please see handout)\*\**

**10. NEW MEMBER OUTREACH/DEVELOPMENT**

**10.A. Approval of New Applicants-Moved up in the agenda to Item 5.**

Shasta County was voted and accepted into the JPA. Membership application was given to John Chaquica with George Hills Company.

**11. PROGRAMS**

Nothing was discussed regarding Programs.

**12. ADJOURNMENT**

Meeting was adjourned at 4:37 p.m. by President, Allen Rawland.

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Respectfully submitted,

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Dr. Wayne Clark, PhD  
Secretary, CMHSA

---

Date

August 13, 2009

Agenda 7.A.

**PRESENTATIONS**

**SUBJECT: Training, Technical Assistance, and Capacity Building**

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**BACKGROUND AND STATUS:**

On July 17, 2009, the California Institute for Mental Health convened and developed preliminary plans for Training, Technical Assistance, and Capacity Building. Bill Carter of CiMH will present the update.

**RECOMMENDATION:**

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

**REFERENCE MATERIALS ATTACHED:**

None

August 13, 2009  
Agenda Item 8.A.

**ADMINISTRATIVE MATTERS**

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

---

**BACKGROUND AND STATUS:**

CMHSA has utilized the services of ORA for JPA Administration Services. The agreement states ORA will provide General and Management Services, Recording Secretarial Services, Financial and Support Services. The agreement shall be in effect July 2009 through June 30, 2014.

**RECOMMENDATION:**

None

**REFERENCE MATERIALS ATTACHED:**

\*CMHSA Agreement for Administrative and Financial Matters

**AGREEMENT  
FOR  
ADMINISTRATIVE AND FINANCIAL SERVICES**

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

**I. SCOPE OF AGREEMENT**

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

**II. INTENT OF THIS AGREEMENT**

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

**III. AUTHORITY OF THIS AGREEMENT**

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

**IV. APPOINTMENT AS AGENT OF CMHSA**

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

**V. DUTIES OF ORA**

The services listed in this section include activities which ORA staff members and subcontractors are authorized to perform for CMHSA.

**A. General Services**

- 1) Maintain a business office in a location of ORA's choosing and pay all costs incidental to the occupancy and maintenance of the office;



- 2) Retain sufficient personnel to conduct the business affairs of CMHSA; personnel retained by ORA shall not be considered employees of CMHSA;
- 3) Ensure that the members of ORA's staff and subcontractors who are necessary for the efficient conduct of business attend Board meetings;
- 4) Negotiate fees and other agreements on behalf of CMHSA to minimize costs and 5) obtain the best services;
- 5) Prepare all reports, forms, books, and other documents under this Agreement in a form with content acceptable to the Board; and
- 6) To the extent required, provide advice and assistance to members with regards to service related issues within the scope of the contract pertaining to CMHSA.

#### B. Management Services

- 1) Provide oversight for other consultants and contractors who provide services for CMHSA;
- 2) Maintain CMHSA's Governing Documents;
- 3) At Board direction, maintain and carry out the Member Criteria for admitting 4) proposed new members;
- 4) Keep CMHSA informed concerning the need for and timing of financial audits, state filings, and other similar forms of technical assistance;
- 5) Assist CMHSA in the selection of professionals who may from time to time be required to provide services to CMHSA;
- 6) Review alternatives for financially strengthening CMHSA and report on the status of such alternatives;
- 7) Act as filing officer to ensure compliance with the Conflict of Interest Code;
- 8) Monitor the status of CMHSA's programs and operations and provide appropriate status reports pertaining thereto;
- 9) Develop and maintain record retention policy. Maintain all records and documents as required by such policy.

#### C. Recording Secretarial Services

- 1) Prepare and distribute descriptive agendas for meetings of the Board in accordance with CMHSA's Governing Documents;
- 2) Prepare and distribute minutes of all meetings;

- 3) Assist other staff members in carrying out the terms of this Agreement between ORA and CMHSA;
- 4) Prepare all correspondence necessary to the operation of CMHSA or for the clarification of CMHSA's business or operations;
- 5) Maintain a general file of all CMHSA documents including, but not limited to, correspondence, reports, insurance policies, notices, agendas, minutes, and CMHSA's Governing Documents;
- 6) Maintain administrative records and update as necessary;
- 7) When required, prepare and file updated California Secretary of State Statement of Facts form for CMHSA and comply with other reporting requirements of the State of California.

#### D. Financial Services

- 1) Annually prepare and submit a budget to the Board of CMHSA for approval;
- 2) Maintain detailed records of all income, expenditures, deposits, and withdrawals;
- 3) Administer all accounts payable and accounts receivable;
- 4) Maintain necessary banking relationships and perform monthly bank reconciliations of CMHSA accounts;
- 5) Prepare quarterly financial statements in accordance with Generally Accepted Accounting Principles (GAAP), including Budget to Actual comparisons.
- 6) Prepare and submit to CMHSA's Treasurer for approval a Quarterly Treasurer's Report detailing all funds on hand, classified by depository.
- 7) Prepare and timely file updated California State Controllers Annual Report of Financial Transactions form, and comply with other reporting requirements of the State of California;
- 8) Prepare and monitor CMHSA policy on investments, in accordance with the applicable California Code of Regulations, and oversee the management of CMHSA funds;
- 9) Arrange for an annual financial audit by a CPA firm which has been selected by the Board;
- 10) Respond to requests for confirmation of JPA participation made by the financial auditors of CMHSA's members;

Prepare and timely file Form 1099s with the Revenue Service for all necessary expenditure payments;

11) Maintain any additional financial or other records as may be necessary to the operation of CMHSA.

E. Support Services

- 1) Provide the support services required to satisfactorily conduct CMHSA's business, including clerical support;
- 2) Maintain up-to-date mailing lists of all CMHSA members, Board members, Executive Committee members, subcommittee members, service providers, and other related parties;
- 3) Arrange meeting facilities including accommodations, equipment, and meals, if desired, for Board meetings;
- 4) Maintain subscriptions to the professional periodicals required to carry out the purposes of this Agreement.

VI. OBLIGATIONS OF CMHSA

A. General Obligations

- 1) To appoint a membership committee and develop criteria to disapprove, approve, or approve with conditions, all applications for membership;
- 2) To require members to provide any information required by ORA in carrying out the duties pursuant to this Agreement;
- 3) To name ORA and members of ORA's staff, while working for or on behalf of CMHSA, as additional covered parties on CMHSA's General Liability coverage with the same coverage and limits of coverage provided any other officer of CMHSA; or if CMHSA is insured for these risks, at CMHSA's expense, provide this coverage for ORA and ORA's staff for occurrences where ORA is performing services on behalf of or is in the process of providing any service for CMHSA;
- 4) To pay annual membership costs for CMHSA's to relevant professional associations;
- 5) To pay all invoices for services performed by ORA in a timely fashion; and

To be truthful and honest with ORA in furnishing all information, whether oral or written.

VII. TERM & TERMINATION OF AGREEMENT

A. Term of Agreement

- 1) This Agreement shall be in effect from the first day in July, 2009 through and including June 30, 2014, subject to earlier termination as set forth below.

- 2) By mutual agreement of the parties, on financial terms mutually agreed upon, this Agreement may be extended for an additional period of time.

## B. Termination

- 1) This Agreement may be terminated prior to the expiration of the term specified in subsection a) above in any one of the following ways:
  - (a) By mutual agreement of the parties, expressed in writing.
  - (b) By either party, without cause, by providing the other party not less than one hundred twenty days (120) days written notice.
  - (c) By either party at any time, for good cause, but only after sixty (60) days written notice to the other party. The party attempting to terminate this Agreement for good cause shall specifically outline in writing the factual bases for the allegations of good cause as defined herein, and shall give the other party thirty (30) days after receiving the written notice of termination for good cause to cure the alleged cause for termination. The terminating party shall not unreasonably refuse to accept the proposed cure offered by the other party.
- 2) The parties agree that any party attempting to terminate this Agreement for good cause shall be objectively fair, reasonable, and honest regarding the factual reasons for the termination, and acknowledge that this Agreement contains a covenant of good faith and fair dealing. Each party agrees not to terminate this Agreement for reasons that are trivial, arbitrary, capricious, pretextual, or unrelated to the legitimate business purposes or goals of either party.
- 3) "Good cause" is defined as:
  - (a) A substantial and material failure to comply with the obligations in this Agreement that causes an adverse and material financial loss to the other party; or
  - (b) One that affords a material legal excuse to terminate this Agreement, including the inability to meet its financial obligations to the other party; or
  - (c) Actions or omissions constituting gross negligence or willful misconduct in the performance of the obligations in this Agreement that causes an adverse and material financial loss to the other party.
- 4) In the event of termination, ORA shall deliver to CMHSA, or its designated recipient, all files, reports, and documents, and other work performed by ORA under this Agreement, and upon receipt thereof, CMHSA shall pay ORA, pursuant to the terms of this Agreement, for services performed and authorized reimbursable expenses incurred to the date of termination. The parties will attempt to mutually agree on the amount of payment and the amount of work completed at the time of termination. Said amount will be paid to ORA within no more than ten (10) calendar days from the date of receipt of the items listed above.

- 5) The CMHSA Board of Directors is empowered to terminate this Agreement on behalf of CMHSA.

### C. Suspension of Services

- 1) In the event CMHSA is unable to obtain funding, subject to negotiations, this contract maybe suspended until funding acquired.

## VIII. COST OF SERVICES

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

### A. Fees

- 1) Formation Fees – time spent in consultation prior to the official start (July 1) of CMHSA - \$10,000.
- 2) The initial Service fees, beginning July 1, 2009, are FIVE THOUSAND DOLLARS (\$5,000) to be paid in advance, on a monthly basis. Accrual and payment of these fees will begin on the first day CMHSA begins operations with ORA. This amount shall continue until CMHSA secures program revenues.
- 3) Upon the first Program transaction, CMHSA agrees to pay ORA an Annual Contract Price prorated for the number of months remaining in the fiscal year in which the first program transaction occurs. The Fiscal Year contract fees are increased to \$7,500 per month.

### B. Fee Adjustments

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

- Number of members
  - Number of Programs
  - Complexity of Programs
  - Meeting frequency
  - Change in scope of service
- 1) In the event that additional services or extra work not covered by this Agreement are desired, such services will be billed on a time and materials basis at the standard hourly rates ORA charges its other clients or on an agreed upon flat rate basis. Prior to commencing any additional services or extra work, ORA shall prepare a task order describing the scope of work and the costs for the extra services. CMHSA shall have no obligation to pay for extra services by ORA until after the approval of

the task order by the President or the Board, as appropriate.

All invoices are due and payable within 30 days of receipt and shall be considered delinquent if not paid in this time period. All delinquent invoices shall accrue interest at the rate of 10% per annum from the due date until payment is received by ORA.

## IX. PROPERTY RIGHTS

### A. Ownership of Records

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

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

All records relating to the operations, administration, activities, and finances of CMHSA shall at all times be and remain the property of CMHSA. At the termination of this Agreement, all such materials shall be returned to CMHSA. ORA may, at its sole cost and expense, make and maintain copies of any CMHSA records (but not including confidential or privileged records) for use and retention both during and after the termination of this Agreement. The copies may be made on paper, computer disk, or any other format or media deemed desirable by ORA.

### B. Client Intellectual Property

All data, information, documents, books and records, processes, business methods, equipment, software (in source and object code form), data, or other materials supplied or purchased from vendors outside this agreement, by CMHSA relating to, or for use in, the provision of the Services to CMHSA, and all intellectual property rights therein, will be and remain the sole property of CMHSA.

### C. ORA Intellectual Property

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

### D. Copyrights and Trademarks

Any proprietary work including materials that may be copyrighted and names used

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

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

### A. **Status**

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

## XI. **INDEMNIFICATION**

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

## XII. **INSURANCE REQUIREMENTS**

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

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

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

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

### XIII. **ASSIGNMENT**

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

### XIV. **ASSURANCES & DISCLAIMERS**

#### A. **Conflicts of Interest**

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

#### B. **Disclaimer of Guarantee**

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

#### C. **Non-Discrimination**

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

#### D. **Further Assurances**

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

### XV. **NOTICES**

Except as may otherwise be required by law, any notice to be given shall be in writing and shall be personally delivered, sent by facsimile transmission or sent by first class



mail, postage pre-paid and addressed as follows:

CMHSA:

ORA:

John E. Chaquica

Optimum Risk Advisors

3043 Gold Canal Drive, Suite 200  
Rancho Cordova CA 95670

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

## **XVI. DISPUTES CONFLICT RESOLUTION**

### **A. Arbitration**

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

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

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

### **B. Waiver**

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

### **C. Severability**

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

D. Interpretation, Terms, and Conditions

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

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

Optimum Risk Advisors

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

\_\_\_\_\_  
Dated

California Mental Health Services Authority

\_\_\_\_\_  
President

\_\_\_\_\_  
Dated

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

Optimum Risk Advisors is the DBA for George Hills Company, Inc,  
Federal Employer Identification Number 94-2546177.

August 13, 2009  
Agenda Item 8. B.

**ADMINISTRATIVE MATTERS**

**SUBJECT: CMHSA Website**

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**BACKGROUND AND STATUS:**

Current website can be found at the following link <http://www.cimh.org/About/California-Mental-Health-Services-Authority.aspx>. After a vote at the July Board Meeting the motion unanimously passed that the domain name for CMHSA would be calmhsa.org. George Hills Company is in the process of obtaining registration for the domain name.

**RECOMMENDATION:**

None

**REFERENCE MATERIALS INCLUDED:**

\*Current location of Site Printout



[ABOUT](#)   [LEARNING](#)   [SERVICES](#)   [INITIATIVES](#)

[Home](#) > [About CiMH](#) > [California Mental Health Services Authority \(CMHSA\)](#)

**CiMH is Hiring**

- Deputy Director, Center for Multicultural Development
  - Administrative Assistant II
- Details at [cimh.org/careers](http://cimh.org/careers)

**Topics of Interest**

- [Conferences and Training Calendar](#)
- [CalWORKS Project](#)
- [EPSDT Chart Manual](#)
- Services: [Adult/Older Adult](#) • [Children/Family](#) • [Multicultural](#)
- [Evidence-Based Practice](#)
- [MHSA Workforce Education & Training Regional Partnership](#)
- [Mental Health Services Act](#)

## California Mental Health Services Authority (CMHSA)

**Purpose/Description:** This website provides information about the California Mental Health Services Authority (CMHSA). The CMHSA was officially filed with the Secretary of State on June 22, 2009. The first formal meeting of the CMHSA will occur July 9, 2009 at 3:00 pm. Check this website for meeting notices, agendas, and handouts. This webpage also provides resources to counties considering joining the California Mental Health Services Authority. (CMHSA).

### CMHSA Information

[Joint Exercise of Powers Agreement](#)

[Bylaws](#)

### CMHSA Membership Application

Please submit completed applications to [kim.santin@georgehills.com](mailto:kim.santin@georgehills.com).

[Download Membership Application Form](#)

[Conte](#)

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August 13, 2009  
Agenda Item 8. C.

**ADMINISTRATIVE MATTERS**

**SUBJECT: CMHSA Investment in the Local Agency Investment Fund (LAIF) -  
Resolution No. 09-04**

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**BACKGROUND AND STATUS:**

Staff has drafted a resolution for Board consideration and review for authorizing investments of monies in the Local Agency Investment Fund (LAIF).

**RECOMMENDATION:**

Adopt Resolution No. 09-04-CMHSA Investment in the Local Agency Investment Fund (LAIF)-Resolution No. 09-04.

**REFERENCE MATERIALS ATTACHED:**

\*CMHSA Resolution No. 09-04-Local Agency Investment Fund

\*Local Agency Investment Fund General Information

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# Resolution No. 09-04

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## Resolution of California Mental Health Services Authority

### AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

**WHEREAS**, Pursuant to Chapter 730 of the statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

**WHEREAS**, the California Mental Health Service Authority (CMHSA) does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein as in the best interests of CMHSA .

**NOW THEREFORE, BE IT RESOLVED**, that the California Mental Health Services Authority does hereby authorize the deposit and withdrawal of CMHSA monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

**BE IT FURTHER RESOLVED**, that the following CMHSA officers **and their delegated staff** shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

_____	_____	_____	_____
<b>NAME</b>	<b>NAME</b>	<b>NAME</b>	<b>NAME</b>
_____	_____	_____	_____
<b>PRESIDENT</b>	<b>VICE PRESIDENT</b>	<b>TREASURER</b>	<b>SECRETARY</b>
_____	_____	_____	_____
<b>SIGNATURE</b>	<b>SIGNATURE</b>	<b>SIGNATURE</b>	<b>SIGNATURE</b>

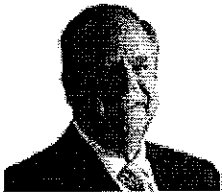
_____	_____
<b>NAME</b>	<b>NAME</b>
_____	_____
<b>STAFF</b>	<b>STAFF</b>
_____	_____
<b>SIGNATURE</b>	<b>SIGNATURE</b>

**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: \_\_\_\_\_



*Bill Lockyer*  
*California State Treasurer*

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## Local Agency Investment Fund

### Program Description

The Local Agency Investment Fund (LAIF), is a voluntary program created by statute; began in 1977 as an investment alternative for California's local governments and special districts and it continues today under Treasurer Bill Lockyer's administration. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code.

This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the Treasurer's Office investment staff at no additional cost to the taxpayer. This in-house management team is comprised of civil servants who have each worked for the State Treasurer's Office for an average of 20 years.

The LAIF is part of the Pooled Money Investment Account (PMIA). The PMIA began in 1955 and oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

The Local Investment Advisory Board (LIAB) provides oversight for LAIF. The Board consists of five members as designated by statute. The Chairman is the State Treasurer or his designated representative. Two members qualified by training and experience in the field of investment or finance, and the State Treasurer appoints two members who are treasurers, finance or fiscal officers or business managers employed by any county, city or local district or municipal corporation of this state. The term of each appointment is two years or at the pleasure of the appointing authority.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian. All investments are purchased at market and a market valuation is conducted monthly.

Additionally, the PMIA has Policies, Goals and Objectives for the portfolio to make certain that our goals of Safety, Liquidity and Yield are not jeopardized and that prudent management prevails. These policies are formulated by investment staff and reviewed by both the PMIB and the LIAB on an annual basis.

The State Treasurer's Office is audited by the Bureau of State Audits on an annual basis and the resulting opinion is posted to the STO website following its publication. The Bureau of State Audits also has a continuing audit process throughout the year. All investments and LAIF claims are audited on a daily basis by the State Controller's Office as well as an in-house audit process involving three separate divisions.

Under Federal Law, the State of California cannot declare bankruptcy, thereby allowing the Government Code Section 16429.3 to stand. This Section states that "moneys placed with the Treasurer for deposit in the LAIF by cities, counties, special districts, nonprofit corporations, or qualified quasi-governmental agencies shall not be subject to either of the following: (a) transfer or loan pursuant to Sections 16310, 16312, or 16313, or (b) impoundment or seizure by any state official or state agency."

During the 2002 legislative session, California Government Code Section 16429.4 was added to the LAIF's enabling legislation. The Section states that "the right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the LAIF, upon demand, June not be altered, impaired, or denied in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year."

The LAIF has grown from 293 participants and \$468 million in 1977 to more than 2,746 participants and \$25.2 billion at the end of June 2009.



# Frequently Asked Questions about LAIF

QUESTION	YES	NO	EXPLANATION
<b>I. SECURITIES</b>			
1. Does the pool provide a written statement of investment policy and objectives?	YES		
2. Does the statement contain:	YES		
a. a description of eligible investment instruments?	YES		
b. the credit standards of investments?	YES		
c. the allowable maturity range of investments?	YES		
d. the maximum allowable dollar weighted average portfolio maturity?	YES		
e. the limits of portfolio concentration permitted for each type of security?	YES		
f. the policy on reverse repos?	YES		
3. Are changes in the policies communicated to the pool participants?	YES		
4. Is the fund rated?		NO	
<b>II. INTEREST</b>			
<b>Interest Calculations</b>			
1. Does the pool disclose the following about yield calculations:			
a. Which methodology is used to calculate interest? (simple maturity, yield to maturity, etc.)			On dollars per day.
b. What is the frequency of interest payments?			Quarterly.
c. How is interest paid? (credited to principal at the end of the month, each quarter, mailed?)			Credited to principal at end of quarter.
d. How are gains/losses reported? (factored monthly or only when realized?)			When realized.

# Frequently Asked Questions about LAIF

QUESTION	YES	NO	EXPLANATION
Reporting			
1. Is the yield reported to participants of the pool monthly? (if not, how often?)	YES		
2. Are expenses of the pool deducted before quoting the yield?		NO	Expenses of the pool are deducted quarterly prior to interest allocation.
3. Is the yield generally in line with the market yields for securities in which you usually invest?	YES		
III. SECURITY			
1. Does the pool disclose safekeeping practices? (If yes, what are they?)	YES		Statute requires all instruments of title of all investments of the fund to remain in the Treasurer's vault or be held in safekeeping under control of the Treasurer in any federal reserve bank, or any branch thereof, or the Federal Home Loan Bank of San Francisco, with any trust company, or the trust department of any state or national bank.
2. Is the pool subject to audit by an independent auditor?	YES		
3. Is the copy of the audit available to participants?	YES		
4. Who makes the portfolio decisions?			State Treasurer, Investment Division staff.
5. How does the manager monitor the credit risk of the securities in the pool?			Written Statement of Policies, Goals, Objectives, annual independent market valuation.

# Frequently Asked Questions about LAIF

QUESTION	YES	NO	EXPLANATION
6. Is the pool monitored by someone on the board or a separate, neutral party external to the investment function to ensure compliance with written policies.	YES		Pooled Money Investment Board, Local Investment Advisory Board, Auditor General.
7. Does the pool have specific policies with regard to repurchase agreements?	YES		Government Code 16430/16480, Portfolio Management Goals, Objectives & Policies.
a. What are those policies?	YES		Monthly. (Reporting purposes only, values are not adjusted for unrealized gains or losses.)
8. Does the pool report the portfolio's market value?	YES		Quarterly.
9. Does the pool disclose the following about portfolio valuations:	YES		Amortized cost, current value.
a. The frequency with which the portfolio securities are valued?			
b. The method used to value the portfolio (cost, current value, or some other method)?			
<b>IV. STATEMENTS</b>			
1. Are statements for each account available online?	YES		Go to <a href="http://www.treasurer.ca.gov/pmia-laif">www.treasurer.ca.gov/pmia-laif</a>
a. Do statements show balances and transactions?	YES		
2. Does the pool distribute detailed reports of its holdings? (regularly or on request only?)	YES		On a regular monthly basis.
<b>V. FEES</b>			
1. Is there a written schedule of administrative costs?	YES		Statute 16429.1 requires administrative costs not to exceed 1/2 of 1% of earnings quarterly. However, the fees are directly correlated to the costs of operation only.
a. What are the fees?			

# Frequently Asked Questions about LAIF

QUESTION	YES	NO	EXPLANATION
b. How often are they assessed?			Quarterly.
c. How are they paid?			Prior to interest allocation.
d. Are there additional fees for wiring funds?		NO	
2. Are expenses deducted before quoting the yield?		NO	
<b>VI. OPERATIONS</b>			
1. Does the pool limit eligible participants?		NO	
a. What entities are permitted to invest in the pool?			Local governmental units, non-profit corporation whose membership is confined to public agencies or public officials, qualified quasi-governmental agencies.
2. Does the pool allow multiple accounts and subaccounts?		NO	
3. Is there a minimum or maximum account size?	YES		**\$40 million maximum \$5 thousand minimum
4. Does the pool limit the number of transactions each month?	YES		**15 transactions per regular account.
a. What is the number of transactions permitted each month?	YES		**\$40 million maximum \$ 5 thousand minimum.
5. Is there a limit on transaction amounts for withdrawals and deposits?	YES		**\$40 million maximum \$ 5 thousand minimum.
a. What is the minimum and maximum withdrawal amount permitted?			
b. What is the minimum and maximum deposit amount permitted?			

# Frequently Asked Questions about LAIF

QUESTION	YES	NO	EXPLANATION
6. Does the pool require one or more days notice for deposits and/or withdrawals?		NO	However, we ask that withdrawals of \$10 million or more give 24 hour notice.
7. Is there a cutoff time for deposits and withdrawals?	YES		Call by 10:00 a.m. for same day credit.
8. Are the funds 100% withdrawable at any time?	YES		
9. Are there procedures for making deposits and withdrawals?	YES		
a. What paperwork is required, if any?			Once resolution is authorized by governing body, and banking information has been filed, authorized caller needs PIN # and sending bank name for deposits plus receiving bank name and account # to be credited for withdrawals.
b. What are the wiring procedures?			Authorized caller needs PIN #, receiving bank name and account # to be credited for interbranch transfers or fed wires.
10. Can an account remain open with a zero balance?	YES		
11. Are confirmations sent following transactions?			Included as part of monthly statement.

\*\*\* BOND PROCEEDS ARE ONE-TIME DEPOSIT, HAVE NO MAXIMUM DEPOSIT AMOUNT, AND ARE MAINTAINED ON THIRTY DAY INCREMENTS.

August 13, 2009  
Agenda Item 8. D.

**ADMINISTRATIVE MATTERS**

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

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**BACKGROUND AND STATUS:**

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

**RECOMMENDATION:**

Review and Discuss Draft CMHSA Bylaws.

**REFERENCE MATERIALS ATTACHED:**

None

August 13, 2009  
Agenda Item 8.E.

**ADMINISTRATIVE MATTERS**

**SUBJECT: CMHSA Calendar of Meetings and Strategic Planning**

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**BACKGROUND AND STATUS:**

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

Discuss Planning Workshop to be held September 9, 2009 in Napa.

Discuss September Board Meeting date.

**RECOMMENDATION:**

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

**REFERENCE MATERIALS ATTACHED:**

None