

Board of Directors Meeting

AGENDA

February 15, 2013

12:30 p.m. – 2:00 p.m.



Call-In Information: 1-877-230-9053

Conference Code: 96314436

(listen in only)

Meeting Locations:

Holiday Inn Capitol Plaza
300 Capitol Plaza
Sacramento, CA 95814
(916) 446-0100

Ventura County Behavioral Health Administration
1911 Williams Drive, Suite 200
Oxnard, CA 93036
(805) 981-2220

California Mental Health Service Authority
(CalMHSA)
Board of Directors Meeting
Agenda

February 15, 2013

12:30 p.m. – 2:00 p.m.

Call-In Information: 1-877-230-9053
Conference Code: 96314436
(listen in only)

Holiday Inn Capitol Plaza
300 Capitol Plaza
Sacramento, CA 95814
(916) 446-0100

Ventura County Behavioral Health Administration
1911 Williams Drive, Suite 200
Oxnard, CA 93036
(805) 981-2220

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 Laura Li at (916) 859-4818 (telephone) or (916) 859-4805 (facsimile). 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 3043 Gold Canal Drive, Suite 200, Rancho Cordova, CA, 95670, during normal business hours.

1. CALL TO ORDER

2. ROLL CALL AND INTRODUCTIONS

3. INSTRUCTIONS FOR PUBLIC COMMENT AND STAKEHOLDER INPUT - The Board welcomes and encourages public participation in its meetings. This time is reserved for members of the public (including stakeholders) to address the Board concerning matters on the agenda. Items not on the agenda are reserved for the end of the meeting. Comments will be limited to three minutes per person and 20 minutes total.

For agenda items, public comment will be invited at the time those items are addressed. Each interested party is to complete the Public Comment Card and provide it to CalMHSA staff prior to start of item. When it appears there are several members of the public wishing to address the Board on a specific item, at the outset of the item, the Board President may announce the maximum amount of time that will be allowed for presentation of testimony on that item. Comment cards will be retained as a matter of public record.

4. CMHDA STANDING REPORT	
A. CMHDA Standing Report	5
Recommendation: None, information only.	
5. STATEWIDE PEI PROGRAMS	
A. Program Partner Resources	6
Recommendation: None, information only.	
6. APPROVAL OF AGENDA AS POSTED (OR AMENDED)	
7. CONSENT CALENDAR - If the Board would like to discuss any item listed, it may be pulled from the Consent Calendar.	
A. Routine Matters:	
a. Minutes from the December 13, 2012 Board of Directors Meeting	13
B. Reports/Correspondence:	
a. CalMHSA Business Plan Priorities Grid	22
b. CalMHSA Goal Statements Grid	24
c. Leading Resources, Inc. Executed Contract	26
d. Treasurer's Report as of December 31, 2012	44
Recommendation: Staff recommends approval of the Consent Calendar.	
8. MEMBERSHIP	
A. County Outreach Report – Allan Rawland, Associate Administrator– Government Relations	48
Recommendation: None, information only.	
9. ADMINISTRATIVE MATTERS	
A. JPA Agreement Amendment	51
Recommendation: Approval of CalMHSA JPA Agreement as presented, with an effective date of July 1, 2013 to allow time for members' Boards of Supervisors to approve.	
10. PROGRAM MATTERS	
A. Report from CalMHSA Program Director – Ann Collentine	72
Recommendation: None, information only.	
B. Statewide Hospital Bed Planning Update	85
Recommendation: None, information only.	

- C. Lime Green: Promote Mental Health Awareness – William Arroyo 95
Recommendation: Endorse and actively promote the lime green ribbon for mental health awareness and explore ways to incorporate the color lime green in Stigma and Discrimination Reduction efforts.

11. GENERAL DISCUSSION

- A. Report from CalMHSA President – Wayne Clark 96
- Strategic Planning Session, April 12, 2013
 - Finance Committee Task Force: George Hills Company Contract Update
 - General

Recommendation: Discussion and/or action as deemed appropriate.

- B. Report from CalMHSA Executive Director – John Chaquica 97
- Department of Health Care Services Contract
 - WET Program Scholarships
 - General

Recommendation: Discussion and/or action as deemed appropriate.

12. PUBLIC COMMENTS

A. Public Comments Non-Agenda Items

This time is reserved for members of the public to address the Board relative to matters of CalMHSA not on the agenda. No action may be taken on non-agenda items unless authorized by law. Comments will be limited to three minutes per person and 20 minutes in total. The Board may also limit public comment time regarding agenda items, if necessary, due to a lengthy agenda.

13. NEW BUSINESS - General Discussion Regarding any New Business Topics for Future Meetings

14. CLOSING COMMENTS - This time is reserved for comments by Board members and staff to identify matters for future Board business.

- A. Board
- B. Staff

15. ADJOURNMENT

CMHDA STANDING REPORT

Agenda Item 4

SUBJECT: CMHDA Standing Report

BACKGROUND AND STATUS:

In discussions amongst CalMHSA and CMHDA staff, and later proposed to CalMHSA officers, there will be a standing agenda item for CMHDA staff to present items that are relevant to be discussed at CalMHSA Board meetings. To the extent there are such items, CMHDA will address CalMHSA at each Board meeting. Such discussions, unless otherwise known, are intended to be informational only and not subject to action.

RECOMMENDATION:

None, information only.

REFERENCE MATERIAL(S) ATTACHED:

- None

STATEWIDE PEI PROGRAMS

Agenda Item 5.A

SUBJECT: Program Partner Resources

BACKGROUND AND STATUS:

CalMHSA Program Partners continue to produce valuable resources as part of their program activities. Below we have highlighted some of the materials and Websites that have been produced to date.

Prevention and Early Intervention Brochures

The Prevention and Early Intervention (PEI) statewide brochure has been finalized. Currently 31,000 brochures—26,000 in English and 5,000 in Spanish—are being printed and will be shipped directly to counties. The initial distribution was completed in early February, and counties should expect delivery of the full set of English and Spanish language brochures by early March (preview the brochure at <http://tinyurl.com/bfzc7cw>). Customized replaceable inserts featuring program partner Websites and resources (such as those below) will be included in each brochure.

Suicide Prevention Highlights

- **Suicide Prevention Network:** Didi Hirsch Mental Health Services
 - Suicide Prevention Best Practices Data Handbook – Bay Area Region
<http://tinyurl.com/be6ouac>
 - Suicide Prevention Best Practices Data Handbook – Superior Region
<http://tinyurl.com/bgccbzr>
 - Suicide Prevention Best Practices Data Handbook – Southern (San Diego) Region
<http://tinyurl.com/alnet9y>
 - Suicide Prevention Best Practices Data Handbook – Central Region
<http://tinyurl.com/a3amc2g>
 - California Suicide Prevention Network – Southern Region
<http://cspn-socal.com/about-us/calmhsa/>
- **Regional and Local Suicide Prevention Capacity Building**
 - Family Service Agency of the Central Coast- Suicide Prevention Resource Website
www.suicidepreventionservice.org
- **Social Marketing:** AdEase
 - www.YourVoiceCounts.org
 - www.SuicideIsPreventable.org

- www.DirectingChange.org

Directing Change is a contest open to high school students to direct and film a PSA that focuses on suicide prevention or eliminating mental illness stigma.

Save the Date! Directing Change Screening and Award Ceremony

Thursday, May 23, 2013 from 4 PM to 6:30 PM

Crest Theatre, 1013 K Street, Sacramento, CA 95814

[Directing Change Event Invitation](#) or <http://tinyurl.com/ajdtmjr>

Stigma and Discrimination Reduction Highlights

- **Social Marketing:** Runyon, Saltzman & Einhorn, Inc.
 - www.ReachOutHere.com; www.BuscaApoyo.com (Spanish) – Features forums where teens and young adults can connect anonymously to discuss personal issues or support others. The forums are moderated by trained peers.
 - Articles featured in LA Youth magazine:
 - [Struggling with OCD](#): *I saw germs everywhere so I couldn't stop washing my hands* (Henry's struggle to confront and manage his diagnosis of obsessive-compulsive disorder). See the attached LA Youth Letter to the Editor: Henry's Story. (<http://www.layouth.com/struggling-with-ocd/>)
 - [I'm Here to Listen](#): *It's been rewarding working at an online forum where teens get help with their problems* (Eric's experiences working as a Reach Out forum peer leader). See the attached LA Youth Letter to the Editor: Eric's Story. (<http://www.layouth.com/im-here-to-listen/>)
- **Capacity Building:** United Advocates for Children and Families recently conducted a series of focus groups to assess gaps in stigma and discrimination reduction programs in California. The report is available on their Website at www.uacf4hope.org/calmhsa ([2012 Stigma and Discrimination Reduction Focus Group Report](#)).
- **SDR Consortium:** Mental Health Consumer Concerns provides guidance from diverse stakeholder perspectives to aid program partners in the development and implementation of the PEI projects. Their SDR Consortium Work Plan is available at <http://tinyurl.com/a9g6und>.
- **Partnering with Media and the Entertainment Industry:** Entertainment Industries Council, Inc. has produced materials to guide reporters and media staff in accurately depicting mental illness ([AP Style Guide](#), [Interview Tips](#), [Mental Health Story Ideas](#), [News Media Analysis](#), [Sample Articles](#), all of which are available at <http://www.eiconline.org/calmhsa/>).

- **Promoting Integrated Health:** Community Clinics Initiative (www.ibhp.org) has created a tool kit of integrated care practices for primary care and mental health providers. The Partners in Health: Primary Care/County Mental Health Tool Kit is available at http://www.ibhp.org/uploads/file/IBHP%20Integration%20Tool%20Kit%202009%20B_D_Lurie.pdf.
- **Promoting Mental Health in the Workplace:** Mental Health America of California, a relatively new program partner, will provide assessments, materials, and trainings to California's employers through their program Wellness Works! Read more on their Website at mhac.org/programs/wellness-works.cfm.
- **SDR in Mental Health and System Partners:** NAMI California conducted a survey of all 45 of NAMI's affiliates in California to determine their cultural competency improvement needs. The Affiliate Needs Assessment Initial Findings - September 2012 is available at <http://tinyurl.com/b39gopj>.
- **Advancing Policy to Eliminate Discrimination:** Disability Rights California (www.disabilityrightsca.org/CalMHSA/CalMHSA.html) is disseminating information on legal topics that reduce stigma and discrimination and encourage provision of services in the community ([Factsheets](#), [Trainings and Materials](#)).

Student Mental Health Highlights

- **Regional K-12:** California County Superintendents Educational Services Association (CCSESA) (www.regionalk12smhi.org/) has created a clearinghouse of resources and regional best practices that promote the mental health and wellness of students in grades K-8, with linkages to preschool and grades 9-12.
- **Statewide K-12:** California Department of Education's student mental health policy workgroup Website is located at www.cde.ca.gov/ls/cg/mh/smhpworkgroup.asp.
- **California Community Colleges:** California Community Colleges Chancellor's Office Website for student mental health training and technical assistance through CalMHSA is located at <http://cccstudentmentalhealth.org>. A project brochure has been created, which is available at http://cccstudentmentalhealth.org/docs/CCCSMHP_ProjectBrochure.pdf. A brochure has been created profiling each of the CCC campus grants (<http://calmhsa.org/wp-content/uploads/2011/11/CCC-SMHP-CBG-Profiles.pdf>).
- **California State University:** Campuses have individual Websites which highlight the campus activities (<http://calmhsa.org/wp-content/uploads/2011/11/CSU-Websites.pdf>). One resource that is customized monthly for each campus is the on-line magazine Student Health 101, which is available to all students and parents and features a monthly story featuring a topic related to student mental wellness (<http://tinyurl.com/StudentMH101>).
- **University of California:** All UC campuses (calmhsa.org/programs/student-mental-health-initiative-smhi/) are developing and distributing a "Red Folder," with resources for

assisting students in distress. The red folders are distributed to all campus staff and faculty. Examples of these red folders are available on our Website for viewing:

- [UC Davis Red Folder – Jan 2013](#)
- [UC Irvine Red Folder – Jan 2013](#)
- [UC Riverside – Jan 2013](#)

Evaluation Highlights

RAND Corporation (calmhsa.org/programs/evaluation/) recently published literature reviews for student mental health, stigma and discrimination reduction, and suicide prevention, which are available at:

- [Stigma and Discrimination Reduction 01-02-13](#)
- [Suicide Prevention 01-02-13](#)
- [Student Mental Health 01-02-13](#)

RECOMMENDATION:

None, information only.

REFERENCE MATERIAL(S) ATTACHED:

- LA Youth Letter to the Editor: Henry's Story
- LA Youth Letter to the Editor: Eric's Story

November 16, 2012

Letter to the Editor

LA Youth

5967 W. 3rd St. Suite 301

Los Angeles, CA 90026

Dear Editor,

The article "Struggling with OCD" was quite absorbing, interesting. I have to give credit to the anonymous writer, and thank them for sharing their first hand experience. Honestly, I never viewed obsessive-compulsive disorder as a serious dilemma. But after having read the author's struggle with OCD, I see it is not something that should be taken lightly. The fact that OCD makes you have repetitive behaviors to calm down anxiety, fear, or worry is disturbing. Knowing there is help for this disorder is a relief, I hope things go better for the author.

Sincerely,

[Redacted]

Dear Editor,

The article "Struggling with OCD" was quite absorbing, interesting. I have to give credit to this anonymous writer, and thank them for sharing their first hand experience. Honestly, I never viewed obsessive-compulsive disorder as a serious dilemma. But after having read the author's struggle with OCD, I see it is not something that should be taken lightly. The fact that OCD makes you have repetitive behaviors to calm down anxiety [...] is disturbing. Knowing [there] is help for this disorder is a relief, I hope things get better for the author.

November 26, 2012

Letters to the Editor

L.A. Youth

5967 W. 3rd St., Ste. 301
Los Angeles, CA 90036.

Dear Editor,

I really love, I'm here to listen, by Eric Whitt. I wish there was more ways to help people with their problems. I have so many friends, that have gotten depression because of series of problems at home. I always give, or try to, give them advice. I know that many people have problems, including me. I will look at the website, soon. I know they will help me. And I thank them for doing this. It helps so many teens out.

My friend, has a problem now. I can't tell her or give advice, because I never experienced or heard it before. It's pretty hard. But I listen. I let her know I'm there for her. To see other people helping others with their problems is helpful. Not everyone knows what to say. But at least they care.

Sincerely,

[Redacted]

CONSENT CALENDAR
Agenda Item 7

SUBJECT: Consent Calendar

BACKGROUND AND STATUS:

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

A. Routine Matters

1. Minutes from the December 13, 2012 Board of Directors Meeting

B. Reports/Correspondence

1. CalMHSA Business Plan Priorities Grid
2. CalMHSA Goal Statements Grid
3. Treasurer's Report as of December 31, 2012

RECOMMENDATION:

Staff recommends approval of the Consent Calendar.

REFERENCE MATERIAL(S) ATTACHED:

- Minutes from the December 13, 2012 Board of Directors Meeting
- CalMHSA Business Plan Priorities Grid
- CalMHSA Goal Statements Grid
- Leading Resources, Inc. Executed Contract
- Treasurer's Report as of December 31, 2012

MINUTES

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (CaMHSA) BOARD OF DIRECTORS MEETING – REGULAR MEETING

Sacramento, California
Corona, California
Oxnard, California
Los Angeles California

December 13, 2012

MEMBERS PRESENT

Wayne Clark, PhD, CalMHSA President, Monterey County
Maureen F. Baumann, LCSW, CalMHSA Vice President, Placer County
Karen Baylor, PhD, MFT, CalMHSA Secretary, San Luis Obispo County
Scott Gruendl, MPA, CalMHSA Treasurer, Glenn County
Michael Kennedy, MFT, Bay Area Region Representative, Sonoma County
William Arroyo, MD, Los Angeles Region Representative, Los Angeles County
CaSonya Thomas, MPA, CHC, Southern Region Representative, San Bernardino County
Anne Robin, MFT, Butte County
Gary R. Blatnick, Del Norte County
Asha George, PhD, Humboldt County (alternate)
Gail Zwier, PhD, Inyo County
Kristy Kelly, MFT, Lake County
Janice Melton, LCSW, Madera County
Jim Rydingsword, Mariposa County
Karen Stockton, PhD, MSW, Modoc County
Jaye Vanderhurst, LCSW, Napa County
Mary Hale, Orange County
Jerry Wengerd, LCSW, Riverside County
Mary Ann Carrasco, Sacramento County
Jean Anderson, San Joaquin County (alternate)
Stephen Kaplan, San Mateo County
Suzanne Tavano, BSN, PhD, Santa Cruz County
Donnell Ewert, MPH, Shasta County
Halsey Simmons, MFT, Solano County
Adrian Carroll, MFT, Stanislaus County (alternate)
Brad Luz, PhD, Sutter/Yuba County
Noel J. O'Neill, MFT, Trinity County
Rita Austin, LCSW, Tuolumne County
Kerryann Schuette, Ventura County (alternate)
Kim Suderman, LCSW, Yolo County

ALTERNATES PRESENT

Dean True, Shasta County (alternate)

MEMBERS/ALTERNATES LISTENING IN

Christy Lupkes, Tulare County (alternate)

MEMBERS ABSENT

Karyn Tribble, PsyD, LCSW, City of Berkeley

Michael Laffin, Colusa County (alternate)

Mary Roy, MFT, Contra Costa County

Daniel Nielson, MPA, El Dorado County

Donna Taylor, RN, Fresno County

Michael Horn, MFT, Imperial County

Jim Waterman, PhD, Kern County

Mary Ann Ford Sherman, MA, Kings County

Ken Mannel, Lassen County

Margaret Kisliuk, HHS, Marin County

Stacey Cryer, Mendocino County

Robin Roberts, MFT, Mono County

Michael Heggarty, MFT, Nevada County

Alan Yamamoto, LCSW, San Benito County

Alfredo Aguirre, LCSW, San Diego County

Jo Robinson, San Francisco City and County

Nancy Pena, PhD, Santa Clara County

Michael Noda, Siskiyou County

Jesse Duff, Tri-City Mental Health Center

STAFF PRESENT

John Chaquica, CPA, MBA, ARM, CalMHSA Executive Director

Kim Santin, CPA, CalMHSA Finance and Administration Director

Ann Collentine, MPPA, CalMHSA Program Director

Allan Rawland, Associate Administrator – Government Relations

Stephanie Welch, MSW, CalMHSA Program Manager

Laura Li, CalMHSA Program Analyst

Amy Shearer, CalMHSA Research Assistant

Michelle Yang, CalMHSA Executive Assistant

Doug Alliston, Legal Counsel, Murphy Campbell Guthrie & Alliston

MEMBERS OF THE PUBLIC

Mary Marx, Los Angeles County

Holly Davison, NAMI California

Veronica Delgado, NAMI California
Dixie Galapon, Union of Pan Asian Communities (UPAC)
Gaye Smoot, California County Superintendents Educational Services Association (CCSESA)
Sandra Marley, Private Client Advocate
David Kopperud, California Department of Education
Frank Topping, Sacramento County Mental Health Board
Rocco Cheng, Pacific Clinics
Kurt Schweigman, Native American Health Center
Theresa Ly, Education Development Center

1. CALL TO ORDER

The regular meeting of the Board of Directors of the California Mental Health Services Authority (CalMHSA) was called to order by President Wayne Clark, PhD, Monterey County 3:40 p.m. on December 13, 2012, at the Holiday Inn Capitol Plaza, located at 300 J Street, Sacramento, California. President Clark asked Laura Li, Program Analyst, to call roll in order to confirm a quorum of the board.

2. ROLL CALL AND INTRODUCTIONS

Ms. Li called roll and informed President Clark a quorum had been reached. President Clark asked staff and members of the public to introduce themselves.

3. INSTRUCTIONS FOR PUBLIC COMMENT AND STAKEHOLDER INPUT

Doug Alliston, Legal Counsel, announced that no action had been taken in closed session. He then reviewed the instructions for public comment, including the process of public comment cards, and explained the process of the previous closed session. He also noted items not on the agenda would be reserved for public comment at the end of the agenda.

4. CMHDA STANDING REPORT

President Clark called on Jerry Wengerd, Riverside County, to give a brief update on CMHDA business that might be of interested to the board.

5. STATEWIDE PEI PROGRAMS

A. Program Partners Presentation – NAMI California

Stephanie Welch, Program Manager, introduced the NAMI California team who provided the board with a presentation on their current activity. They informed the board of their intent to visit counties to carry out outreach efforts through their affiliates. For those counties without affiliates, NAMI staff will spread out as much as possible to cover all communities and have been reaching out to the Department of Mental Health for contacts and assistance.

Public comment was heard from the following individual(s):

None

6. APPROVAL OF AGENDA AS POSTED (OR AMENDED)

President Clark called for approval of the agenda as posted and asked for comment from Board members. Hearing none, President Clark entertained a motion to approve the agenda as posted.

Action: *A motion was made to approve the agenda as posted.*

Motion: *Michael Kennedy, Sonoma County*

Second: *Jaye Vanderhurst, Napa County*

Motion carried by unanimous consent.

Public comment was heard from the following individual(s):

None

7. CONSENT CALENDAR

President Clark acknowledged the consent calendar and asked for comment from Board members. Hearing none, President Clark entertained a motion to approve the consent calendar.

Action: *A motion was made to approve the consent calendar.*

Motion: *Anne Robin, Butte County*

Second: *Michael Kennedy, Sonoma County*

Motion carried unanimously.

Public comment was heard from the following individual(s):

None

8. Membership

A. County Outreach Report

Allan Rawland, CalMHSA Associate Administrator – Government Relations, provided an update on outreach efforts. Several of the non-member counties have informed staff of the intention of applying for membership over the next few months. Staff has provided those interested counties with membership materials.

Action: *None, information only.*

Public comment was heard from the following individual(s):

None

9. FINANCIAL MATTERS

A. Report from the Finance Committee – Scott Gruendl

Scott Gruendl, Glenn County, provided an update on the Finance Committee's November 26, 2012 teleconference and reviewed the documents included in the agenda packet. The Committee recommended the board receive and file the Unaudited Financial Statements for the First Quarter ended September 30, 2012.

Action: *A motion was made to receive and file the Unaudited Financial Statements for the First Quarter ended September 30, 2012.*

Motion: *Jerry Wengerd, Riverside County*

Second: *Noel O'Neill, Trinity County*

Motion carried unanimously.

Public comment was heard from the following individual(s):

None

B. CalMHSA Financial Audit for the Fiscal Years Ended June 30, 2012 and 2011

Kim Santin, Finance Director, gave a brief introduction of the financial audit and then introduced David Becker, James Marta & Company to give a detailed presentation. Mr. Becker explained that any issues found would have been noted in the Communication with Those Charged with Governance and noted they did not find any deficiencies or weaknesses. He then provided an overview of the draft audit. James Marta & Company's has given CalMHSA an unqualified opinion.

Action: *A motion was made to receive and file the CalMHSA Financial Audit for the Fiscal Years Ended June 30, 2012 and 2011.*

Motion: *Karen Baylor, San Luis Obispo County*

Second: *Stephen Kaplan, San Mateo County*

Motion carried unanimously.

Public comment was heard from the following individual(s):

None

10. PROGRAM MATTERS

A. Report from CalMHSA Program Director – Ann Collentine

Ann Collentine, Program Director, gave a brief review of current Program Partner activities, including a demonstration of magazine ads and information on billboards. She referred the board members to pages 133 through 139 of the agenda packet for more information on current activities including links to materials.

Ms. Collentine gave an overview of the second PEI Statewide Projects Implementation Dashboard. As implementation moves forward and more data is received, staff will continue to refine and enhance the dashboards.

Action: *None, information only.*

Public comment was heard from the following individual(s):
None

B. Report from the CalMHSA Advisory Committee – Maureen Bauman

Maureen Bauman, Placer County, who serves as CalMHSA Advisory Committee Co-chair, gave an update on the Committee's November 29, 2012 meeting.

Action: *None, information only.*

Public comment was heard from the following individual(s):
None

C. Statewide PEI Implementation Work Plan Update – Ann Collentine

Ms. Collentine presented staff recommendations for the Plan Update amended contracts, the details of which were provided in the agenda packet.

Action: *Authorizing staff to negotiate amended contracts for Program Partners as recommended by the Advisory Committee, and authorize the Executive Director and President to execute such amendments on behalf of CalMHSA.*

Motion: *Noel O'Neill, Trinity County*

Second: *Jerry Wengerd, Riverside County*

Motion passed unanimously.

Public comment was heard from the following individual(s):
Theresa Ly, Education Development Center
Rocco Cheng, Pacific Clinics

D. Statewide Hospital Beds

John Chaquica, Executive Director, provided a brief overview of the Statewide Hospital Beds Workgroup progress to date. Mr. Chaquica suggested a Webinar, possibly in late January, to discuss the participation agreement and details of the functions, operations, and fiscal arrangements. He referred the board to the draft participation agreement (page 167) and a response to the JPA from the Department of State Hospitals (DSH) (page 171). He then reviewed data collected by staff, explained the bed tiers and 17601 annual election.

Mary Marx, Los Angeles County Department of Mental Health and Chair of the Workgroup, discussed the need for this project and reasons for support of CalMHSA's current activities for better collaboration with DSH.

Following further discussion, staff was directed to continue collaborating with the Work Group to resolve any issues with DSH.

Recommendation: *Approval for interested members to obtain approval of State Hospital Services Program Participation Agreement by respective Boards of Supervisors and/or City Councils.*

Recommendation not acted upon.

Public comment was heard from the following individual(s):
None

11. ADMINISTRATIVE MATTERS

A. JPA Agreement Amendment

Mr. Chaquica introduced the consideration for recommended JPA Agreement changes which will broaden the agreement to allow for the JPA to be more responsive to member's needs. The actual expanding to any new areas will remain a decision of the board and of each member at that time. He then asked the board members for their input as no action was required at the time.

Recommendation: *Approval of changes to the JPA Agreement.*

Recommendation not acted upon.

Public comment was heard from the following individual(s):
None

B. Executive Committee Special Election

Mr. Chaquica reminded the board of their decision to expand representation on the Executive Committee to include two regional representatives per CMHDA region instead of the current one representative. The slate of nominees was provided in the agenda packet, with the exception of the Superior Region, which is still in need of nominees.

Upon completion of Mr. Chaquica's presentation, Karen Stockton, Modoc County, nominated Anne Robin, Butte County, as the first representative for the Superior Region. Ms. Robin then nominated Ms. Stockton as the second representative for the Superior Region.

Action: *Approval of the Executive Committee slate as presented to expanded regional representation to two (2) representatives per region.*

Motion: *Scott Gruendl, Glenn County*
Second: *Karen Stockton, Modoc County*

Motion passed unanimously.

Public comment was heard from the following individual(s):
None

12. GENERAL DISCUSSION

A. Report from CalMHSA President – Wayne Clark

President Clark informed the board of plans to hold their annual strategic planning session on April 12, 2013. A task force will be convened to determine focus. The task force will be made up of Wayne Clark (Monterey County), Maureen Bauman (Placer County), Karen Baylor (San Luis Obispo County), Scott Gruendl (Glenn County), William Arroyo (Los Angeles County), Jerry Wengerd (Riverside County), and Anne Robins (Butte County).

Recommendation: *None, information only.*

Public comment was heard from the following individual(s):
None

B. Report from CalMHSA Executive Director – John Chaquica

Mr. Chaquica briefly discussed CalMHSA's contract with the Department of Health Care Services, the 2013 meeting calendars and the plans for Board Member Orientation Webinars in January and February.

Recommendation: *None, information only.*

Public comment was heard from the following individual(s):
None

13. PUBLIC COMMENTS

A. Public Comments – Non-Agenda Items

President Clark invited members of the public to make comments on non-agenda items.

Public comment was heard from the following individual(s):
Frank Topping, Sacramento County Mental Health Board

14. NEW BUSINESS AND CLOSING COMMENTS

President Clark asked the board if there was any new business or closing comments. Hearing none, he entertained a motion to adjourn.

15. ADJOURNMENT

There being no further comments, the meeting was adjourned at 5:09 p.m.

Action: *To adjourn meeting.*

Motion: *Scott Gruendl, Glenn County*

Second: *Karen Baylor, San Luis Obispo County*

Motion carried unanimously.

Respectfully submitted,

Karen Baylor, PhD, LMFT
Secretary, CalMHSA

Date

Proposed County Business Plan Short Term Priorities

CalMHSA Priorities

March 12, 2012

Updated February 2013

	Opportunity	Challenge	Priority ¹	Lead/Second	Start Date	Completion Date	Status	Estimated Cost	Revenue Source
A. 1991 Realignment									
1.	State Hospital Beds	Single Contract	A. Complete the FY 12/13 state hospital bed purchase contract negotiations with DMH/Department of State Hospitals, including consideration of the development and implementation of a bed pool purchasing agreement.	CalMHSA/CMHDA	4/2012	6/30/13	In process	\$300-\$600K	Counties
C. Mental Health Services Act (MHSA)									
1.		County Assign MHSA	A. Continue to implement the funded statewide PEI projects, and	CalMHSA	4/30/12	6/30/14	In process	Per plan	MHSA
			B. Develop a sustainability plan for those that prove successful.	CalMHSA	1/1/13	6/30/14	In process	TBD	TBD
2.	Collective approaches	Accountability							
			B. <i>Provide financial support for an outcomes and accountability resource to counties for statewide policy and implementation strategy development. This resource would be managed by CMHDA/CiMH and CalMHSA to facilitate this work.</i>	CMHDA/CalMHSA	4/1/12	9/30/12	<i>Not to be implemented at this time</i>	NA	NA
			C. Develop and implement a policy that ensures that county funds transferred to the JPA for a specified purpose are considered expended by the county for that purpose.	CalMHSA	4/1/12	5/9/12	Complete	\$0	n/a
F. 2011 Realignment									
1.	Fiscal Risk Pools	Out of County placements	A. Assist in the fiscal management of AB 100 and 2011 Realignment county mental health revenues and risk pools.	CMHDA/CalMHSA	Unknown	Unknown	Not started	TBD	TBD

¹ A = 12 months or less
 B = 12–24 months
 C = more than 24 months

	Opportunity	Challenge	Priority ¹	Lead/ Second	Start Date	Completion Date	Status	Estimated Cost	Revenue Source
6.	Counties acting jointly	County isolation							
			B. In collaboration with county and CMHDA staff, develop and implement a short and long term public communication and information program that educates and informs the public and other stakeholders regarding the role of counties in the community mental health system.	CMHDA/ CalMHSA	8/2012	6/2014	In process	\$3,000/ month	PEI/GSA
			C. Develop public information resources for county mental health departments and CMHDA (this was recommended at the Governing Board retreat two years ago).	CMHDA/ CalMHSA	Unknown	Unknown	Not started	TBD	TBD
			E. Continue to support individual and collective county mental health projects that require expedited implementation and contracting.	CalMHSA	4/1/12	On-going	No requests; will solicit interest	TBD	TBD

GOAL 1: Provide Effective Services to Member Counties

Objectives	Strategies	Target Completion Date	Status
1.1 Complete the three statewide PEI projects	1.1.1 Continue to implement the funded statewide PEI projects.	6/30/14	In process
	1.1.2 Develop a sustainability plan for those projects that prove successful.	6/30/14	Not started
1.2 Provide additional services in fiscal and administrative management	1.2.1 Prepare analysis of the capacity CalMHSA needs to implement objectives (e.g., staff, other resources) for Executive Committee and determine options and pricing.	Unknown	On hold until objectives determined
	1.2.2 Serve as fiscal agent for the counties' EPSDT funds.	n/a	CalMHSA not eligible
	1.2.3 Serve as fiscal agent and project manager for local PEI funds (at risk of reversion).	5/9/2012	Position research paper completed
	1.2.4 Upon direction of CMHDA, negotiate contracts with the state (e.g., to manage state hospital beds).	6/30/13	Working with state on development of contract, operational plans
	1.2.5 Serve as fiscal and administrative agent for procurement of services (e.g., legal, public relations, facilitation, fiscal, economic or financial expertise). <ul style="list-style-type: none">• Work with Executive Committee to draft language that counties could use with their Board of Supervisors to create the mechanism that enables them to use these services (amend JPA agreement).	On-going	Proposed changes to JPA Agreement (December 2012) February 15, 2013
	1.2.6 On a case-by-case basis, procure services for counties in order to achieve economies of scale (e.g., to purchase residential services for adolescents or to manage risk).		
	a. Prepare list of regional needs and ideas, send to CalMHSA Executive Committee	8/2012	Not started
	b. <i>Discuss topic of electronic medical records with Scott Gruendl</i>	<i>New software vendor being utilized alleviating the need</i>	
	c. Meet with Small Counties Group to vet possibilities.	6/2012	Met on 6/29/2012 no interested expressed

GOAL 1: Provide Effective Services to Member Counties

Objectives	Strategies	Target Completion Date	Status
	1.2.7 Assist in the fiscal management of AB100 and 2011 realignment county mental health revenues and risk pools.	Unknown	Pending CMHDA
	1.2.8 At the request of counties, hold and manage contracts with the state.	n/a	None requested
	1.2.9 Offer fiscal and administrative support to counties and associations (e.g., CADPAAC).	Unknown	On hold pending further direction
	1.2.10 On behalf of counties, apply for state or federal grants.	Unknown	None requested
1.3 Assure effective communication and public relations	1.3.1 Develop public information resources for county mental health departments and CMHDA.	In process	First product PEI brochure in print
	1.3.2 In collaboration with county and CMHDA staff, develop and implement a short and long term public communication and information program that educates and informs the public and other stakeholders regarding the role of counties in the community mental health system.	6/2014	In process

GOAL 2: Assure Accountability to Counties

Objectives	Strategies	Target Completion Date	Status
2.1 Assure project tracking systems are in place	2.1.1 Continual use of CalMatrix for project tracking and reporting.	n/a	On-going
	2.1.2	n/a	On-going
2.2 Assure governance systems are effective	2.2.1 Conduct CalMHSA Evaluation of Performance (governance, administration, fiscal, program, etc.).	n/a	On-going
	2.2.2	n/a	On-going
2.3 Assure fiscal systems are in place	2.3.1 Regularly report to Finance Committee.	n/a	On-going
	2.3.2	n/a	On-going
2.4 Assure staff receive appropriate training and development	2.4.1 Staff to assess and develop a training plan.	n/a	On-going
	2.4.2	n/a	On-going

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
"CalMHSA"
STANDARD SERVICES AGREEMENT

This Agreement is by and between the California Mental Health Services Authority ("CalMHSA") and Leading Resources, Inc. ("Contractor").

CalMHSA desires to obtain services which are more fully described in Exhibit A hereto ("Scope of Work"), and Contractor represents that it is willing and professionally qualified to provide such services to CalMHSA.

CalMHSA agrees to retain Contractor to provide services, and Contractor accepts such engagement, on the basis of the Provisions stated in the following exhibits indicated by a checked box, which are attached and incorporated into this Agreement by reference:

- Exhibit A Scope of Work
- Exhibit B Budget and Payment Terms*
- Exhibit C General Terms and Conditions
- Exhibit D Special Terms and Conditions

*The maximum amount payable under this Agreement will be no more than \$9,940.

The term of this Agreement is January 1, 2013 through April 30, 2013, or until the completion of the project deliverables are met.

By the signature of the qualified officer below, the client agrees to the terms of this contract:

CalMHSA

Signed: [Signature] Name (Printed): John Chaquica

Title: Executive Director Date: _____

Address: 3043 Gold Canal Drive Ste 200 Rancho Cordova

Phone: 916-859-4824 Email: john.chaquica@calmhsa.org

Contractor

Signed: [Signature] Name (Printed): Eric Douglas

Title: President Date: 2/6/13

Address: 1812 J Street #2, Sacramento, CA 95811

Phone: (916) 325-1190 Email: edouglas@leadingresources.com

Exhibit A
 Scope of Work

1. OVERVIEW

The goal of this engagement is to facilitate an effective planning meeting for CalMHSA's Board of Directors. The table below details the anticipated activities and estimated consulting hours.

2. REPRESENTATIVES

Representatives during the term of this agreement will be as follows:

For CalMHSA:
 John Chaquica
 CalMHSA c/o George Hills Co.
 3043 Gold Canal Drive, Suite 200
 Rancho Cordova, CA 95670
 916-859-4824

For LRI:
 Eric Douglas
 Leading Resources, Inc.
 1812 J St #2
 Sacramento, CA 95811
 (916) 325-1190

Eric Douglas, as senior partner, will facilitate this planning process and will be assisted by senior consultant Marcia Tennyson and by Contractor staff.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective upon issuance of the notice to proceed and continue in effect through April 30, 2013, or until the deliverables are met, unless terminated earlier as provided in Exhibit C, General Terms and Conditions. Contractor shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

4. DELIVERABLES

Step	Activity	Details	Partner	Staff
1.	Planning	Read background materials and work with Board chair, executive director and others to understand underlying issues and develop overall outcomes of planning meeting.	Estimate: 10 hours	Estimate: 1 hour
2.	Facilitate Board meeting	Plan for and facilitate Board planning meeting. Prepare agenda and related materials; facilitate meeting; prepare synopsis.	Estimate: 24 hours	Estimate: 2 hours
Estimated Total:			34 hours	3 hours

Exhibit B
Budget and Payment Terms

1. FUNDING

This Agreement will be funded from date of the notice to proceed through no later than April 30, 2013. Maximum payments by CalMHSA to CONTRACTOR for staff time shall not exceed \$9,940, and subject to the availability of State Mental Health Services Act, Prevention and Early Intervention funds. CalMHSA is not responsible for any staff costs incurred above or beyond the contracted amount. Any expenses, including travel, overnight accommodations and meals, will be billed at cost.

2. STAFFING BUDGET

Type	Rate/hr.	Estimated hours	Estimated Total
Senior partner	\$295	26	\$7,670
Senior consultant	\$250	8	\$2,000
Staff	\$90	3	\$270
Total:			\$9,940

3. PAYMENT

In accordance with Schedule B, Section 2, and with an invoice submitted to CalMHSA by CONTRACTOR within fifteen (15) working days from the last day of each calendar month, CalMHSA shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. For this Agreement, send the original invoice to:

Kim Santin, CPA
CalMHSA
3043 Gold Canal Dr., Suite 200
Rancho Cordova, CA 95670-6394

a. Each invoice shall contain a minimum of the following information: CONTRACTOR name, invoice number and date; remittance address and phone number; the service month; remittance address; Agreement account number (provided by CalMHSA), quantities, number of hours, item/activities descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b. Invoices shall be rendered monthly in arrears.

4. CONTRACTOR SUMMARY OF COSTS AND PAYMENTS

Within forty-five (45) days of the expiration or termination of this Agreement, whichever comes first, CONTRACTOR shall submit to CalMHSA a summary of actual CONTRACTOR costs and payments. The final contract settlement shall be based on the actual allowable cost of services provided, and shall not exceed the maximum obligation of CalMHSA. CalMHSA will withhold any final monetary payments due the CONTRACTOR until the cost report is complete. No claims for reimbursement will be accepted by CalMHSA after the final cost report is submitted.

5. PAYMENT WITHHOLDINGS

CalMHSA may delay or withhold any monetary payments due to the CONTRACTOR as listed:

- a. CalMHSA will withhold any monetary payments due the CONTRACTOR until the cost report(s) referred to in Section 4 is (are) complete.
- b. Reimbursement may be withheld at the discretion of the CalMHSA Finance Director or designee due to material contract non-compliance, including audit disallowances, or non-compliance with Deliverables of Exhibit A. Material non-compliance is the failure to timely complete a deliverable, and includes failure to make progress toward completion of a deliverable to an extent that timely completion becomes infeasible. CONTRACTOR shall inform the Program Manager if delays are expected so a reasonable extension or revision to Schedule-B 1 can be made.
- c. CalMHSA will conduct a preliminary settlement based on the final summary of cost and payments report provided in response to Section 4. CalMHSA shall have the option:
 1. To withhold payment, or any portion thereof, pending outcome of a termination audit to be conducted by CalMHSA;
 2. To withhold any sums due CONTRACTOR as a result of a preliminary cost settlement, pending outcome of a termination audit or similar determination regarding CONTRACTOR's indebtedness to CalMHSA and to offset such withholdings as to any indebtedness to CalMHSA.

6. FINAL SETTLEMENT/ AUDIT

CONTRACTOR agrees to maintain and retain all appropriate records as provided in Exhibit C.

- a. CONTRACTOR agrees to furnish duly authorized representatives from CalMHSA and State of California access to records and to disclose to State of California and CalMHSA representatives all financial records necessary to review or audit Contract services and to evaluate the cost, quality, appropriateness and timeliness of services. CalMHSA or State of California representative shall provide a signed copy of a confidentiality statement similar to that provided for in Section 5328(e) of the Welfare and Institutions Code, when requesting access to any patient records. CONTRACTOR will retain said statement for its records.
- b. If the appropriate agency of the State of California, or CalMHSA, determines that all, or any part of, the payments made by CalMHSA to CONTRACTOR pursuant hereto are not reimbursable in accordance with this Agreement, said payments will be repaid by CONTRACTOR to CalMHSA. In the event such payment is not made on demand, CalMHSA may withhold monthly payment on CONTRACTOR's invoice until such disallowances are paid by CONTRACTOR and /or CalMHSA may terminate and/or indefinitely suspend this Agreement immediately upon serving written notice to the CONTRACTOR.

- c. If a post Contract audit finds that funds reimbursed to CONTRACTOR under this Agreement were in excess of actual costs or in excess of claimed costs of furnishing the services, the difference shall be reimbursed on demand by CONTRACTOR to CalMHSA using the following methods, which shall be at the election of CalMHSA:
 - 1. Payment of total.
 - 2. Payment on a monthly schedule of reimbursement.
- d. If there is a conflict between a State of California audit of the Agreement and a CalMHSA audit of the Agreement, the State of California audit shall take precedence.

Prior to receiving final payment hereunder, CONTRACTOR shall submit a signed, written release discharging CalMHSA, its officers and staff, from all liabilities, obligations, and claims arising out of or under the Contract, except for any claims specifically described in detail in such release.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR:

It is understood and agreed that Contractor is an independent contractor, and no relationship of employer and employee is created by this Agreement. Contractor is not the agent or employee of CalMHSA in any capacity whatsoever and CalMHSA shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with labor used by Contractor or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees. Contractor agrees to indemnify and hold CalMHSA harmless from any and all liability which CalMHSA may incur because of Contractor's failure to pay such amounts.

2. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify CalMHSA, its governing board, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from Contractor's performance under this Agreement, even if caused by or contributed to by the negligence of an indemnitee, except that Contractor shall have no obligation to indemnify damages resulting from sole negligence or willful misconduct of any indemnitee. CalMHSA may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

3. INSURANCE AND BOND:

Contractor shall purchase and maintain policies of insurance with an insurer or insurers, admitted in the State of California, and with a current A.M. Best's rating of no less than A-, which will protect Contractor and CalMHSA from claims arising out of Contractor's performance under this Agreement, regardless of whether such performance is by Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include:

- a. If Contractor has employees, Contractor shall carry workers' compensation and employers' liability insurance in accordance with the laws of the State of California, and such insurance shall waive subrogation against CalMHSA.

- b. Contractor shall carry automobile liability insurance including coverage for owned, non-owned, and hired autos. Contractor shall also carry commercial general liability insurance with coverage for liability assumed by contract. Such policies shall have limits of not less than \$1,000,000 per accident or occurrence. In the event this Agreement is for a total amount of \$5,000,000 or more, such policies shall have limits of at least \$2,000,000 per accident or occurrence. *The limit of liability requirement can be met with any combination of primary and excess/umbrella policies.*
- c. Contractor shall carry professional liability insurance, including contractual liability, with limits of at least \$1,000,000 per claim, or at least \$2,000,000 per claim if the total amount of this Agreement exceeds \$5,000,000. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five years thereafter. In the event that Contractor subcontracts any portion of Contractor's duties, Contractor shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subsection c.
- d. Each policy of insurance required in subsection b. above shall name CalMHSA and its agents, officers, governing board, and employees as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by CalMHSA or its agents, officers, governing board or employees is excess and non-contributory with such primary insurance; shall state that not less than thirty days' written notice shall be given to CalMHSA prior to cancellation; and, shall waive all rights of subrogation against the additional insureds. The additional insured endorsement issued on the commercial general liability policy shall be a CG 2010 or equivalent.
- e. Contractor shall notify CalMHSA in the event of material change in, or failure to renew each policy required under subsections a., b., or c.
- f. As to any policy of insurance required by this section, Contractor shall disclose any self-insured retention or deductible exceeding \$5,000. CalMHSA may require that an endorsement be obtained reducing or eliminating such self-insured retention or deductible as to the CalMHSA and its officers, agents, board and employees; or may require Contractor to provide a financial guarantee guaranteeing payment of any necessary expenses of investigation, costs of defense, settlement or judgments.
- g. Prior to commencing work, Contractor shall deliver to CalMHSA certificates of insurance and any required additional insured endorsements demonstrating compliance with these requirements. In the event Contractor fails to secure or maintain any required policy of insurance, CalMHSA may, at its sole discretion, secure such insurance in the name of and for the account of Contractor, and in such event Contractor shall reimburse CalMHSA upon demand for the cost thereof. Any failure of CalMHSA to require certificates of insurance and additional insured endorsements shall not operate as a waiver of these requirements.

This section shall not apply to a Contractor that is a California public entity.

4. CONFORMITY WITH LAW AND SAFETY:

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services provided. Contractor shall indemnify and hold CalMHSA harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance under this Agreement, Contractor shall immediately notify CalMHSA's manager by telephone. Contractor shall promptly submit to CalMHSA a written report, in such form as may be required by CalMHSA of all accidents which occur in connection with this Agreement. This report must include the following information:
 1. name and address of the injured or deceased person(s);
 2. name and address of Contractor's subcontractor, if any;
 3. name and address of Contractor's liability insurance carrier; and
 4. a detailed description of the accident and whether any of CalMHSA's staff, equipment or materials were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to CalMHSA the opportunity to review and inspect such evidence, including the scene of the accident.

5. PAYMENT:

For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B. Other than as specified in Exhibit B, no additional amounts will be allowed or paid for expenses incurred during performance.

6. TAXES:

Payment of all applicable federal, state, and local taxes imposed on Contractor shall be the sole responsibility of Contractor.

7. CHILD SUPPORT COMPLIANCE ACT:

"For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in

Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- b. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

8. OWNERSHIP OF DOCUMENTS AND MATERIALS:

Any and all proposals, plans, specifications, designs, drawings, sketches, resource materials, curricula, training materials, renderings, models, reports and related documents (including computerized or electronic copies) first created pursuant to this Agreement, whether prepared by CalMHSA, Contractor, Contractor's subcontractors or third parties at the request of Contractor (collectively, "Documents and Materials") shall be considered a work for hire owned by CalMHSA. This explicitly includes the electronic copies of all above stated documentation. "Documents and Materials" does not include previously created materials acquired or produced by or on behalf of Contractor.

To the extent that the Documents and Materials fail to qualify as a work for hire, Contractor assigns to CalMHSA all copyright and other use rights in Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by CalMHSA to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants CalMHSA and any assignee of CalMHSA an express royalty-free license to retain and use said Documents and Materials. CalMHSA's rights under this section shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

In Contractor's contracts with subcontractors, Contractor shall expressly obligate them to grant CalMHSA the aforesaid rights as to Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold CalMHSA harmless from any damage caused by a failure of the Contractor to obtain such rights from its subcontractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into its work pursuant to this Agreement, and shall defend, indemnify and hold CalMHSA harmless from any claims for infringement of patent or copyright arising out of such selection. CalMHSA's rights under this Section 8 shall not extend to any computer software used to create such Documents and Materials.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CalMHSA shall grant to Contractor a non-exclusive license to use CalMHSA's interest in such copyrighted work first created in the performance of this Agreement. Subject to the provisions in Section 9 (Confidentiality), such license shall grant to Contractor a non-exclusive, right to publish, reproduce, distribute, use, and make derivative works of all or any part of the copyrighted work first created in the performance of this Agreement for non-commercial, research or education purposes, and Contractor may authorize others to do the same by or on behalf of Contractor for non-commercial purposes. This explicitly includes the

electronic copies of such copyrighted works. In no event shall this Agreement be interpreted to grant an express or implied license, except as expressly granted herein.

9. CONFIDENTIALITY:

Contractor agrees that any confidential information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify CalMHSA by notices provided in accordance with Section 10 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. This provision shall remain fully effective five years after termination of services to CalMHSA hereunder.

10. NOTICES:

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Facsimile transmission: When sent by facsimile to the last known facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day.

Contact information for the purpose of giving notice is that stated in the Standard Service Agreement. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant

for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, sexual orientation, and use of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

12. AUDITS; ACCESS TO RECORDS:

Contractor shall make available to CalMHSA for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to CalMHSA, and shall furnish to CalMHSA such other evidence or information as CalMHSA may require with regard to any such expenditure or disbursement charged by the Contractor.

Contractor shall maintain full and adequate records in accordance with CalMHSA requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the State of California, Contractor shall, upon request of CalMHSA, make such books and records available to CalMHSA for inspection at a location within the state or Contractor shall pay to CalMHSA the reasonable, and necessary costs incurred by CalMHSA in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. CalMHSA further reserves the right to examine and reexamine said books, records and data during the three year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by CalMHSA, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three years after CalMHSA makes the final or last payment or within three years after any pending issues between CalMHSA and Contractor with respect to this Agreement are closed, whichever is later.

13. DOCUMENTS AND MATERIALS:

Contractor shall maintain and make available to CalMHSA for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Section 8 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by CalMHSA), and Contractor shall in no

event dispose of, destroy, alter or mutilate said Documents and Materials, for three years following CalMHSA's last payment to Contractor under this Agreement.

It is the responsibility of Contractor to insure all documents and materials are in compliance with applicable industry regulations and standards.

14. TIME OF ESSENCE:

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

15. EARLY TERMINATION:

CalMHSA reserves the right to suspend, terminate or abandon the execution of any work by Contractor without cause at any time upon giving to Contractor 30 days' written notice. In the event that CalMHSA should abandon, terminate or suspend Contractor's work without cause, Contractor shall be entitled to payment for services provided prior to the effective date of said suspension, termination or abandonment, computed consistently with the requirements of this contract. If CalMHSA terminates the Agreement because Contractor has failed to perform as required under the Agreement (see Section 22), CalMHSA may recover or deduct from amounts otherwise owing under the Agreement any costs it sustains resulting from Contractor's breach. Upon receipt of notice of termination, Contractor shall stop work as of the date specified, and transfer to CalMHSA any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to CalMHSA.

16. CHOICE OF LAW:

This Agreement shall be governed by the laws of the State of California.

17. WAIVER:

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. ENTIRE AGREEMENT:

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between CalMHSA and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

19. ADVERTISING OR PUBLICITY:

Contractor shall not use the name of CalMHSA, its officers, directors, employees or agents, in advertising, social marketing campaigns, publicity releases or otherwise without securing the prior written consent of CalMHSA in each instance.

20. MODIFICATION OF AGREEMENT:

This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties, expressed in writing and signed by authorized representatives of both parties.

21. CORRECTION OF DEFICIENCIES:

Failure of Contractor to comply with the provisions of this Agreement shall constitute a material breach. In the event of such a breach, CalMHSA may, at its sole discretion (and in addition to any other remedies available at law or under this Agreement):

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of CalMHSA; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by CalMHSA those monies disallowed pursuant to subdivision "b." of this section; and/or
- e. Terminate this Agreement immediately.

22. SUBCONTRACTING/ASSIGNMENT:

Contractor shall not assign this Agreement or its duties or obligations hereunder without CalMHSA's prior written approval. Contractor shall disclose subcontracts and subcontractors to CalMHSA, which will be deemed to have notice of those subcontractors and subcontracts disclosed in the bid or proposal.

- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this section shall confer no rights on any party and shall be null and void.
- b. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors and regardless of whether CalMHSA approved the subcontract.

23. SURVIVAL:

The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Section 2), Ownership of Documents (Section 8), and Confidentiality (Section 9), shall survive termination or expiration.

24. BUDGET CONTINGENCY CLAUSE:

It is mutually understood that CalMHSA is funded by amounts that Counties voluntarily transfer or assign to it, that such funding originates with the State and may be reduced or eliminated by the State, and that CalMHSA has no authorization to obtain additional funding by imposition of taxes, fees, or mandatory contributions. At the time it enters into this Agreement, CalMHSA's Board has reason to believe that it has sufficient funding to satisfy its obligations under the Agreement. If due to unforeseen contingencies CalMHSA determines that it will not be able to fully fund the obligations it has undertaken:

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

25. SEVERABILITY:

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

26. AUTHORITY TO SIGN:

By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

CalMHSA may request Contractor to provide CalMHSA a copy of Contractor's most recent compiled, reviewed or audited financial reports.

27. SUBSTITUTIONS:

Contractor's key personnel as indicated in its proposal may not be substituted without notice to CalMHSA.

28. PROVISIONS RELATING TO DATA:

- a. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Contract. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- b. "Proprietary data" is such data as the Contractor has identified as being under the Contractor's control prior to commencement of performance of this Agreement and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Agreement is commenced.
- c. "Generated data" is that data which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at CalMHSA expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
- d. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to CalMHSA.
- e. Deliverable data shall be the property of CalMHSA. Proprietary data and generated data that does not constitute deliverable data shall be the property of Contractor. However, as to generated data, Contractor grants a no-cost, non-exclusive, non-transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, produce and to authorize others to produce, translate, publish and use the data, subject to any restrictions imposed by federal and state laws protecting the confidentiality of private or individually identifiable medical information.
- f. Prior to the expiration of the three year retention period stated in Section 12 above and before destroying any data, Contractor shall notify CalMHSA of any such contemplated action; and CalMHSA may within 30 days of said notification determine whether or not this data shall be further preserved. If it makes such a determination, CalMHSA shall pay the expense of further preserving this data. CalMHSA shall have unrestricted reasonable access to the data that is preserved in accordance with this Contract.

29. PUBLICATION OF EVALUATION DATA OR REPORTS:

- a. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of CalMHSA. However, all public entities shall comply with California Public Records Act (Government Code Sections 6250 et seq.) and the Freedom of Information Act (Title 5 of the United States Code Section 552), as applicable.

- b. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasions except as otherwise provided in the Contract or required by law.
- c. If requested by CalMHSA, Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by CalMHSA and shall supply CalMHSA with evidence thereof.
- d. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- e. After any data or documents submitted has become a part of the public records of CalMHSA, Contractor may at its own expense and upon written approval by CalMHSA, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the California Mental Health Services Authority (CalMHSA), but does not necessarily represent the views of CalMHSA or its staff except to the extent, if any, that it has formally been approved by CalMHSA. For information regarding any such action, communicate directly with CalMHSA's Executive Director. Neither CalMHSA, nor any officer or staff thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

30. PUBLIC HEARINGS:

If public hearings on the subject matter dealt with in this Agreement are held within one year from the contract expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. CalMHSA shall reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by CalMHSA.

31. USE OF PUBLIC FUNDS:

Contractor, including its officers and members, shall not use funds received from CalMHSA pursuant to this Agreement to support or pay for costs or expenses related to the following:

- a. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or
- b. Lobbying for either the passage or defeat of any legislation.

This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

32. **DISCLAIMER OF RESPONSIBILITY FOR CONTENT OF CONTRACTOR'S PUBLICATIONS:**

- a. CalMHSA will not be responsible for the content of Contractor's publications, whether electronic, broadcast, printed, or otherwise.
- b. If Contractor allows members of the public to contribute to its website, blog, social media page, or other site, Contractor shall display a disclaimer substantially similar to the following:
 - i. All information, data, text, software, music, sound, photographs, video, messages, blog posts, user comments and other materials, whether publicly posted or privately transmitted, are the sole responsibility of the individual source of said content. Individuals using this site are entirely responsible for the content they upload, post, e-mail, transmit, or otherwise make available here. [Contractor] and CalMHSA are in no way responsible for the content posted here, and therefore cannot guarantee its accuracy, integrity, or quality. By using this site, you may be exposed to content that is offensive or objectionable. Under no circumstances are we liable for content that includes errors or omissions, or for loss or damage of any kind incurred as a result of using this site's content.

If CalMHSA is identified as a sponsor of the site, the disclaimer should mention both Contractor and CalMHSA, as in the example above.

33. **PROJECT MANAGER TERMINATION:**

In the event that the Project Manager that has been assigned by Contractor to this Agreement is involuntarily or voluntarily terminated during the course of performance, Contractor shall:

- a. Provide immediate (48 hours or less) notification to the CalMHSA Executive Director and Contract Manager assigned to the Agreement.
- b. Submit a written Transition Plan and identify its interim Project Manager within fourteen calendar days.
- c. Within 90 calendar days, identify its permanent Project Manager and arrange for a meeting between its permanent Project Manager and CalMHSA's Contract Manager.

[END OF GENERAL TERMS AND CONDITIONS]

Exhibit D
Special Terms and Conditions

1. During the course of this project, CalMHSA may provide confidential and proprietary financial and operational information. All such materials are the property of CalMHSA. CONTRACTOR agrees not to divulge these materials to any parties without the express written authorization of CalMHSA. CONTRACTOR agrees to return such materials at the request of CalMHSA at any time during or after the term of this agreement.
2. During the course of this project, CONTRACTOR may provide training curricula, consulting tools, online services, and other writings and software. All such materials are the copyrighted intellectual property of CONTRACTOR unless otherwise specified. CalMHSA agrees not to copy, display, distribute, publish, or sell any such materials without the express written authorization of CONTRACTOR.
3. This agreement may be terminated at any time by either party with 30 days written notice. CalMHSA shall be responsible for full payment for the work performed by CONTRACTOR up to and including the date of termination of the agreement.
4. CONTRACTOR will be acting as an independent contractor for the purposes of this agreement. CONTRACTOR's consultants will be responsible for providing their own workspace and materials for the performance of this agreement, subject to their right to reimbursement of expenses as provided above.
5. This contract constitutes the sole and entire agreement between CalMHSA and CONTRACTOR concerning the matters described in this agreement, and both CONTRACTOR and CalMHSA agree that they have not relied upon any oral statements or promises outside of this agreement. This agreement can only be amended in writing, and the parties do not intend to waive any rights under this agreement except by a signed, written waiver to this agreement. Each party shall give notices to the other at the addresses set forth at the top of this letter.
6. Any controversy or claim arising between the parties out of this agreement involving the construction or application of any of the terms, covenants or conditions of this agreement will, on written request of one party served on the other, be submitted to binding arbitration.



"A George Hills Company Administered JPA"

Treasurer's Report

As of December 31, 2012

	Book Balance	Market Value	Effective Yield
Local Agency Investment Fund	\$22,178,025	\$22,203,025	.326%
Morgan Stanley Smith Barney	91,102,268	91,300,182	1.89%
Cash with California Bank & Trust	86,385	86,385	0.00%
Total Cash and Investments	\$113,366,678	\$113,589,592	

Attached are the Local Agency Investment Fund (LAIF) statements detailing all investment transactions.

The LAIF market value was derived by applying the March fair value factor of 1.001127231 to the book balance.


I certify that this report reflects all cash and investments and is in conformance with the Authority's Investment Policy. The investment program herein shown provides sufficient cash flow liquidity to meet the Authority's expenditures for the next six (6) months.

Respectfully submitted,

Accepted,



Kim Santin, Finance Director



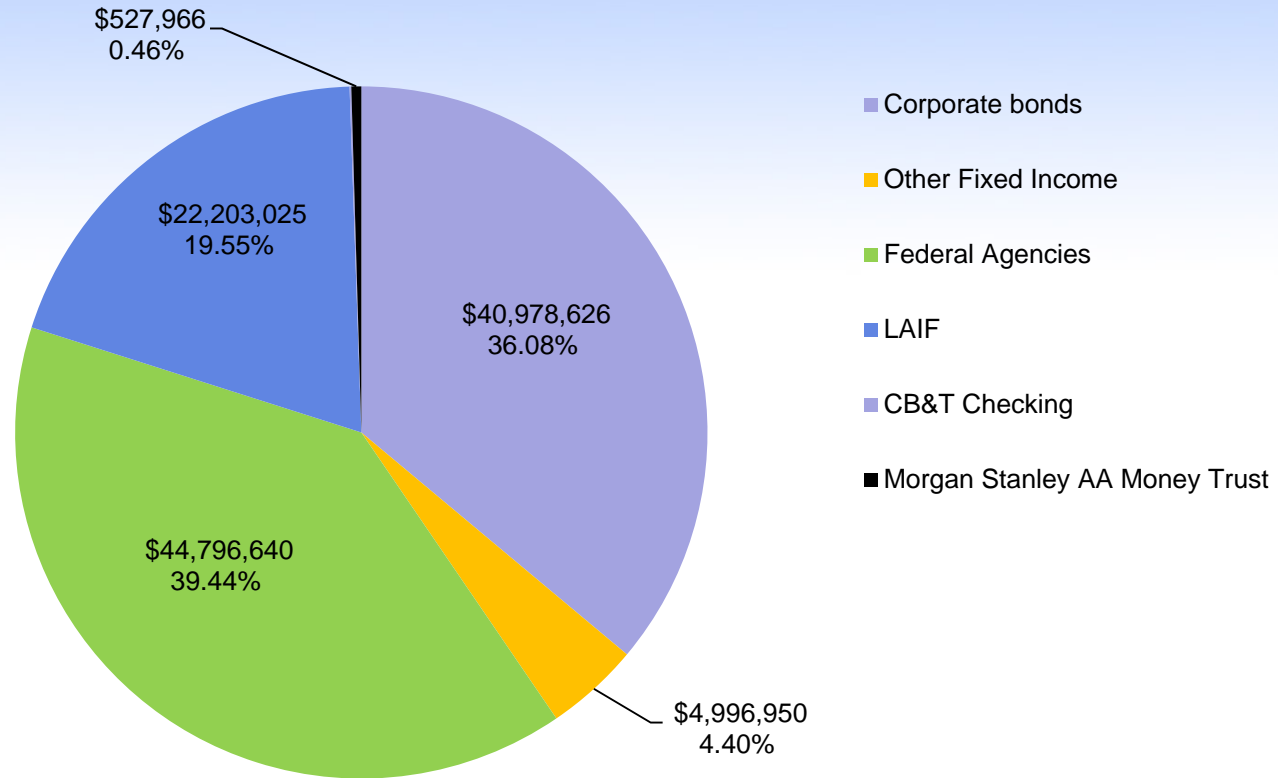
Scott Gruendl, Treasurer

Total Cash Portfolio Dollars – December 31, 2012

Investment Policy Objectives

- Safety of Principal
- Meeting Liquidity Needs
- Rate of Return

Summary of Investment Portfolio



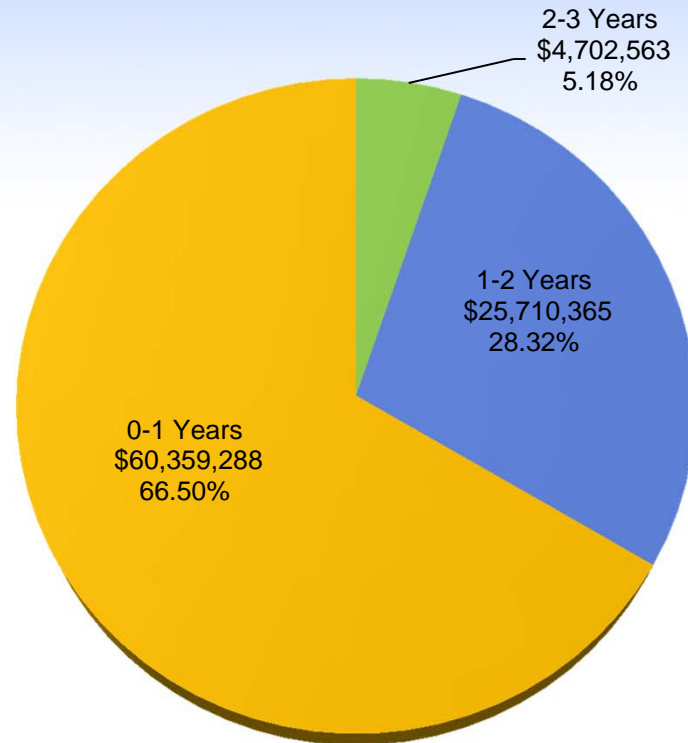
Total Cash and Investments \$113,589,592

Compassion. Action. Change.



Total Cash Portfolio Dollars – December 31, 2012

Summary of Maturities



Total Investments \$90,772,216

Compassion. Action. Change.



**CALMHSA'S QUARTERLY TREASURER'S REPORT
AS OF DECEMBER 31, 2012**

	Date of Purchase	Date of Maturity	Par Value	Adjusted Cost	Market Value	YTM (at Cost)	YTM (at Market)	YTD Unrealized Gains/(Losses)
INVESTMENTS								
Corporate Bonds:								
Westpac Bking Corp NY	1/20/2012	1/22/2013	5,000,000	5,000,000	5,001,900	0.73%	0.73%	1,900
Standard Chartered Bk New York	10/22/2012	3/19/2013	5,000,000	5,000,000	5,002,900	0.47%	0.47%	2,900
Wacovia Corp	10/11/2012	8/1/2013	5,000,000	5,154,970	5,155,850	5.53%	5.53%	880
PepsiCo Inc/NC	1/20/2012	10/25/2013	4,950,000	4,967,172	4,972,671	0.87%	0.87%	5,499
Westpac Bking Corp NY	12/3/2012	12/3/2013	5,000,000	5,000,000	4,999,050	0.38%	0.38%	(950)
General Electric Capital Corp	1/20/2012	1/7/2014	2,945,000	2,970,616	2,993,327	2.08%	2.07%	22,711
John Deere Capital Corp	1/20/2012	3/3/2014	2,275,000	2,299,415	2,304,848	1.58%	1.58%	5,433
Bank of New York Mellon	1/20/2012	5/15/2014	2,760,000	2,887,644	2,900,677	4.11%	4.09%	13,033
JPMorgan Chase & Co	1/20/2012	6/1/2014	2,795,000	2,906,402	2,944,840	4.47%	4.41%	38,438
Coca-Cola Co	12/13/2012	3/13/2015	4,667,000	4,692,485	4,702,563	0.75%	0.74%	10,078
Total corporate bonds			40,392,000	40,878,704	40,978,626	1.93%	1.93%	99,922
Other Fixed Income:								
Toyota Motor Credit Co	7/19/2012	4/15/2013	5,000,000	4,982,440	4,996,950	N/A	N/A	14,510
Federal Agencies								
FHLB Notes .5%	1/20/2012	8/28/2013	4,970,000	4,976,666	4,980,437	0.50%	0.50%	3,771
FHLB Notes 3.875%	1/20/2012	6/14/2013	4,740,000	4,818,092	4,819,774	3.81%	3.81%	1,682
FHLMC Notes 4.5%	1/20/2012	7/15/2013	4,700,000	4,807,532	4,810,215	4.40%	4.40%	2,683
FHLMC 5%	1/20/2012	7/15/2014	2,695,000	2,881,144	2,890,980	4.68%	4.66%	9,836
FNMA .5%	1/20/2012	8/9/2013	4,970,000	4,976,224	4,979,592	0.50%	0.50%	3,368
FNMA DEBS 4.125%	1/20/2012	4/15/2014	2,740,000	2,869,664	2,877,329	3.94%	3.93%	7,665
FHLMC 1%	1/20/2012	7/30/2014	2,940,000	2,963,421	2,975,280	0.99%	0.99%	11,859
FHLMC .375%	1/20/2012	10/30/2013	4,990,000	4,991,032	4,997,635	0.37%	0.37%	6,603
FNMA 2.75%	1/20/2012	2/5/2014	2,825,000	2,896,663	2,905,908	2.68%	2.67%	9,245
FNMA MED 2.75%	6/6/2012	12/18/2013	650,000	652,705	653,744	0.75%	0.75%	1,039
FNMA 3%	1/20/2012	9/16/2014	2,785,000	2,901,467	2,917,176	2.88%	2.86%	15,709
FNMA .75%	1/20/2012	12/18/2013	4,960,000	4,978,548	4,988,570	0.75%	0.75%	10,022
Total government & GSE bonds			43,965,000	44,713,158	44,796,640	2.11%	2.11%	83,482
Total Portfolio Investments			89,357,000	90,574,302	90,772,216			197,914
Local Agency Investment Fund (LAIF)			-	22,178,025	22,203,025			-
Morgan Stanley AA Money Trust			-	527,966	527,966			-
Checking Account			-	86,385	86,385			-
Total Cash and Investments			89,357,000	113,366,678	113,589,592			197,914

*Government Sponsored Entity

Summary of Portfolio Investments		Year to Date Activity of		NOTES:
Corporate Bonds	40,978,626	Fair Market Value 7/1/12	90,699,394	Market Value is an approximation of the total worth of the asset, and fluctuates on a daily basis depending on market factors. YTM at Cost is the constant interest rate that makes the net present value of future principals & interest cash flows equal the purchase price of the security on the acquisition date. YTM at Market is the constant interest rate that makes the net present value of future principal & interest cash flows equal the current market price of the security. Market values and Yields are from the following sources: Morgan Stanley Smith Barney Financial Management Account Summaries; all investments are in compliance with CalMHSA's current investment policy. CalMHSA has sufficient funds to meet its expenditure requirements for the next six months.
Other Fixed Income	4,996,950	Purchases	34,280,080	
Federal Agencies	44,796,640	Sales/Maturities	(33,799,924)	
		Net Unrealized Gains/(Losses)	(407,334)	
	<u>90,772,216</u>	Fair Market Value 12/31/12	<u>90,772,216</u>	
2-3 year	\$ 4,702,563			
1-2 year	25,710,365			
0-1 year	<u>60,359,288</u>			
	<u>\$ 90,772,216</u>			

Prepared by

Treasurer

MEMBERSHIP
Agenda Item 8.A

SUBJECT: County Outreach Report - Allan Rawland, Associate Administrator - Government Relations

BACKGROUND AND STATUS:

During each Board of Directors meeting, Allan Rawland, Associate Administrator–Government Relations, will update the Board on the status of prospective new members. Staff has developed a spreadsheet to track activity of prospective members, which is attached as reference material.

RECOMMENDATION:

None, information only.

REFERENCE MATERIAL(S) ATTACHED:

- CalMHSA Membership Roster
- County Outreach By Region



Current Membership Roster

50 members (49 counties, 1 JPA, 1 City)

- San Bernardino County (July 9, 2009)
- Solano County (July 9, 2009)
- Colusa County (July 9, 2009)
- Monterey County (July 9, 2009)
- San Luis Obispo County (July 9, 2009)
- Stanislaus County (July 9, 2009)
- Sutter/Yuba County (August 13, 2009)
- Butte County (November 13, 2009)
- Placer County (January 14, 2010)
- Sacramento County (March 12, 2010)
- Glenn County (April 7, 2010)
- Trinity County (April 15, 2010)
- Sonoma County (May 13, 2010)
- Modoc County (May 13, 2010)
- Santa Cruz County (June 10, 2010)
- Los Angeles County (June 10, 2010)
- Marin County (August 12, 2010)
- Orange County (August 12, 2010)
- Yolo County (August 12, 2010)
- Contra Costa County (October 14, 2010)
- Fresno County (October 14, 2010)
- Imperial County (October 14, 2010)
- Kern County (October 14, 2010)
- Lake County (October 14, 2010)
- Riverside County (October 14, 2010)
- Santa Clara County (October 14, 2010)
- Siskiyou County (October 14, 2010)
- Ventura County (October 14, 2010)
- Madera County (November 12, 2010)
- Mendocino County (December 9, 2010)
- San Diego County (February 10, 2011)
- San Francisco City & County (February 10, 2011)
- El Dorado County (March 11, 2011)
- San Mateo County (March 11, 2011)
- Napa County (June 9, 2011)
- Humboldt County (July 14, 2011)
- Lassen County (July 14, 2011)
- Mariposa County (August 11, 2011)*
- Tuolumne County (August 11, 2011)
- San Benito County (October 13, 2011)*
- Tri-City Mental Health Center (October 13, 2011)
- Del Norte County (December 15, 2011)*
- Shasta County (February 10, 2012)*
- Tulare County (February 10, 2012)*
- Kings County (April 13, 2012)*
- San Joaquin County (April 13, 2012)[§]
- City of Berkeley (June 14, 2012)*
- Inyo County (June 14, 2012)
- Mono County (June 14, 2012)
- Nevada County (June 14, 2012)*

Non-Member Counties w/Assigned Funds

Amador, Calaveras, Merced and Santa Barbara

Remaining Non-Member Counties

Alameda, Alpine, Plumas, Sierra and Tehama

CalMHSA's Regional Representatives

Bay Area Regional Representatives	Michael Kennedy, Sonoma County
	Jo Robinson, San Francisco City & County
Central Regional Representatives	Brad Luz, Sutter/Yuba Counties
	Rita Austin, Tuolumne County
Los Angeles Regional Representatives	Marvin Southard, Los Angeles County
	William Arroyo, Los Angeles County
Southern Regional Representatives	CaSonya Thomas, San Bernardino County
	Frank Warren, San Luis Obispo County
Superior Regional Representatives	Karen Stockton, Modoc County
	Anne Robin, Butte County

*Member has elected not to assign funds to CalMHSA.

Updated 2/4/2013

§Member has elected to participate only in the Statewide PEI Suicide Prevention Project, Program 3: Social Marketing Program.

CaIMHSA COUNTY OUTREACH

Superior Region

1. **Calaveras** (*assigned funds*), Rita D. retired and staff will continue to reach out to the county agency director until such time a new mental health director is in place;
2. **Amador** (*assigned funds*), Staff has conversed with Mr. Foley and they intent to move forward with membership, currently waiting on status update;
3. **Tehama**, interested in joining; Scott Gruendl and Allan Rawland continue to work Mr. Michael Peña to address questions;
4. **Plumas**, Not interested in joining at this time;
5. **Sierra**, Staff continues to work with the county to address questions as they prepare to present to their BOS;

Central Region

6. **Merced** (*assigned funds*) Staff continues to work with Mr. Jimenez to address questions, as he has discussions with his CAO;
7. **Alpine**, interested in joining, Allan Rawland continues to work with the county and address all questions;

Bay Area Region

8. **Alameda** (*approved PEI Plan with the City of Berkeley*), Staff continues to work with the county in addressing their questions as they prepare to present to their BOS;

Southern Region

9. **Santa Barbara** (*assigned funds*), MHD has retired, and staff continues to work with Ms. Garrity to address questions as they consider membership.

ADMINISTRATIVE MATTERS

Agenda Item 9.A

SUBJECT: JPA Agreement Amendment

BACKGROUND AND STATUS:

Attached for your review, consideration and approval is an amended version of the CalMHSA Joint Exercise of Powers Agreement, with the amendments shown with underline and strike-through. Amendment requires approval by the Board as well as ratification by the Board of Supervisors of two-thirds of the members.

The original Agreement was adopted in 2009, and, at the request of various counties as they joined, clarifying amendments were approved by the Board in June 2010, after which the amendment was ratified by the requisite number of member governing boards.

Staff proposes an effective date of July 1, 2013 for the amendment, so that ratification by two-thirds of members' governing boards would be needed by June 30, 2013. (Ratification can take place up to 60 days after the effective date specified by the Board.)

The proposed changes are intended to

- Incorporate into the recitals additional statutory basis for counties to act together through CalMHSA.
- Broaden the described purpose of CalMHSA to expressly embrace mental and behavioral health programs including joint contracting for state hospital beds; joint administration of other state or federal programs such as the Drug Medi-Cal Treatment Program, managed mental health care for Medi-Cal beneficiaries, and specialty mental health services; operation of program risk pools; provision of fiscal or administrative services useful to the members; litigation management; information sharing and public awareness; grant writing and research, development and execution of policy requests from CMHDA and/or CSAC.
- Clarify that the Board exercises the powers and conducts the business of CalMHSA.
- Expressly incorporate reference to matters provided for more specifically in the Bylaws including election of officers, creation of and delegation to committees, and action by the Executive Committee in the absence of a quorum of the Board.
- Clarification of which Government Code provision regarding treasurers is utilized by CalMHSA.
- Clarification of termination and disposition procedures.
- Clarification of the amendment procedure.
- Clarification of the definition of member and expansion of the definition of program to include behavioral health as well as mental health.

RECOMMENDATION:

Approval of CalMHSA JPA Agreement as presented, with an effective date of July 1, 2013 to allow time for members' Boards of Supervisors to approve.

REFERENCE MATERIAL(S) ATTACHED:

- Proposed CalMHSA JPA Agreement (redline)
- Template for Board Recommendation

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** 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 various provisions~~ of the California Welfare and Institutions Code ~~authorizes and directs~~ allow California counties to ~~obtain and jointly conduct or~~ administer ~~public funds for, mental~~ and/or behavioral health programs; and

~~WHEREAS, counties are authorized to provide certain community~~ jointly contract for state hospital beds (WIC § 4330 *et seq.*); and

~~WHEREAS, Division 5 of the Welfare and Institutions Code authorizes counties to jointly implement various~~ mental health services ~~to persons residing within said counties and cities; governed by that division (including but not limited to §5600 et seq., §5800 et seq., §5840 et seq. and §5850 et seq.); and~~

WHEREAS, ~~in Chapter 6.3 of Division 3 of the November 2004 general election, Government Code authorizes joint county contracts with the People of state for administration of programs, services, or activities including the State of California enacted Proposition 63, Drug Medi-Cal Treatment Program (GC §30029.7); and~~

~~WHEREAS, Division 9 of 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 (including but not limited to WIC §14712) authorizes joint county implementation of managed mental health care for use in providing expanded services in preventing, detecting, and treating mental illness among persons in their communities, and other Medi-Cal beneficiaries and joint county delivery of specialty mental health sections services; and~~

~~WHEREAS, statewide program risk pools for mental health plan (MHP) services are authorized under Division 9 of the Welfare and Institutions Code; (including but not limited to WIC § 14718); and~~

~~WHEREAS, the Members executing this Agreement desire to join together for the purpose of jointly exercising their powers under some any or all of the statutes referenced above, or any other statute governing county provision of mental and/or behavioral health programs, services or activities.~~

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 PURPOSES

This **Agreement** is entered into by the **Members** in order to ~~jointly develop, create a separate public entity to provide administrative and fund mental health fiscal services and education **Programs** as determined on a regional, statewide, in support of the Members' Mental/Behavioral Health Departments acting alone or in collaboration with other basis. Such~~

Programs such Departments, which may include, ~~but are not limited to, the following operation~~
of Programs to:

~~(a) Addressing suicide~~ Administer prevention-

(a) ~~Ethnic and cultural outreach~~ early intervention services under the Mental Health Services Act;

~~(b) Stigma and discrimination reduction related to mental illness.~~

~~(c) Student mental health and workforce training and education.~~

~~(b) Training~~ Contract and/or negotiate with the State or other providers of mental hospital beds and similar or related services;

~~(c) Contract and/or negotiate with the State or federal government for administration of mental health services, programs or activities including but not limited to the Drug Medi-Cal Treatment Program, managed mental health care, delivery of specialty mental health services;~~

~~(d) Operate program risk pools;~~

~~(d) Provide any other similar or related fiscal or administrative services that would be of value to Members such as group purchasing, contract management, fiscal management, research and development, data management/warehousing, litigation management, information sharing and public awareness, grant writing, maintenance of a research depository, training, technical assistance, and capacity building.~~

~~(b)(e) _____ The provision of necessary administrative services. Such administrative services may include, but shall not be limited to, establishing a depository for research materials, education and information regarding "best practices." training; and~~

~~(f) Research, develop, and execute any appropriate policy requests from the California Mental Health Directors Association ("CMHDA," which was the Authority's original sponsor), or the California State Association of Counties ("CSAC," with which the Authority is affiliated).~~

It shall be the intent of the **Authority** that all such **Programs** are fiscally self-contained requiring no additional funding from **Members**. Accordingly, no **Member** shall be obligated to fund the **Authority** or any **Program** in an amount greater than the amount to which the **Member** has previously agreed. 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 withdrawal, expulsion, or other removal of any party from this **Agreement** shall not terminate this **Agreement** or the **Member's** obligations hereunder.

ARTICLE 3 CREATION OF THE AUTHORITY

Pursuant to the Joint Powers Act, there is hereby created a public entity separate and apart from the parties, hereto, to be known as the California Mental Health Services Authority, with such powers as are hereinafter set forth.

Pursuant to the Government Code, Section 6508.1, the assets, debts, liabilities, and obligations of the **Authority** shall not constitute assets, debts, liabilities, or obligations of any party to this **Agreement**. However, a party to the Agreement may separately contract for, or assume responsibility for, specific debts, liabilities, or obligations of the **Authority**.

ARTICLE 4
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 5
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 6
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**.

The **Board** shall exercise all powers and conduct all business of the **Authority**, either directly or by delegation except to the extent prohibited by this **Agreement**, the Bylaws, or applicable law.

The **Board** shall elect officers, consisting of a president, vice-president, treasurer, and secretary, according to procedures specified in Bylaws. The **Board** may create committees, including an **Executive Committee**, consistent with the procedures set forth in Bylaws.

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.

The presence of a majority of the membership of the Board shall constitute a quorum for the transaction of business. Following the establishment of a quorum, measures may normally be passed by a simple majority of **Members** present and voting. As to an action that affects only one of the **Authority's Programs**, only those **Members** who represent counties participating in that **Program** will be counted in determining whether there is a quorum and whether there is approval by a majority.

Notwithstanding the preceding paragraph, upon the motion of any Board **Member**, seconded by another, passage of a measure by the Board will require approval through a weighted voting procedure. For weighted voting purposes there shall be a total of 75 votes. Each **Member** shall have one vote. The remaining votes shall be allocated among the **Members** based on the most recent census. This calculation shall be performed and reviewed annually in June, prior to the next fiscal year. Any weighted vote will be a roll call vote. Weighted votes must be cast in whole by the voting county and may not be split.

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**. If a quorum of the **Board** is not present, the **Executive Committee** may act in the **Board's** stead if a quorum of the **Executive Committee** is present, except as to those actions listed in the Bylaws as requiring action of the full **Board**.

ARTICLE 7

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. By unanimous request of the Board, the audit may be biennial as permitted by **Government Code** section 6505, subdivision (f). 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 8

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 consistent with **Government Code Section 6505.6**, 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 9
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) A **Member** Withdrawal from **Programs** will be defined in the specific **Program** Bylaws.

ARTICLE 10
EXPULSION

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

- (a) Expel 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 terminating the **Member's** participation in all **Programs** of the **Authority** as of the date that its membership is terminated.
- (b) Expel any **Member** from participation in a **Program** of the **Authority**, without expelling the **Member** from the **Authority** or 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 expulsion 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 11

EFFECT OF WITHDRAWAL OR EXPULSION

Except as provided below, a **Member** who withdraws or is expelled 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**.

A **Member** that has withdrawn from a **Program** pursuant to Article 9 or that has been expelled from a **Program** pursuant to Article 10 shall be obligated for its prorata share of expenses incurred during the **Member's** participation in any **Program**, including any expenses unavoidably incurred thereafter. The **Authority** will return any contribution made by the **Member** that exceeds the expenses allocated to that **Member**.

In the event of termination of this **Agreement**, a withdrawn or expelled **Member** may share in the distribution of assets of the **Authority** to the extent provided in Article 12.

ARTICLE 12

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~~ and following disposition of all claims against and obligations of the Authority, all remaining 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 13

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 Director, Officer, committee member or advisor to any **Board** member, Officer or committee member shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or advisor to any committee. No 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 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 14

BYLAWS

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

ARTICLE 15

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 16
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**.~~ Adoption of any amendment to this **Agreement** requires approval by the **Board**, followed by ratification of the amendment by the governing boards of two-thirds of the **Members**. Such **Agreement** shall become effective upon ratification by governing boards of the requisite number of **Members**.

ARTICLE 17
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 18
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 19
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, and both sides agree to abide by

the decision of the arbitrator. The cost of arbitration will be shared equally by the involved **Member** ~~of~~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 ~~2019~~

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 operating a mental health program 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 and/or behavioral 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 ~~24~~20

AGREEMENT COMPLETE

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

DRAFT

REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS

FROM: Director, County Department of Mental/Behavioral Health

SUBJECT: California Mental Health Services Authority

DATE:

RECOMMENDATION

- 1) Approve the amendment to the Joint Exercise of Powers Agreement that governs operations of the California Mental Health Services Authority (CalMHSA).

BACKGROUND INFORMATION

The California Mental Health Directors Association (CMHDA) had for some time contemplated sponsoring the formation of a joint powers authority to facilitate joint county mental health programs. This idea was ultimately acted upon with the 2009 formation of CalMHSA. Counties saw the value of acting together, as a JPA, to effectuate Statewide Prevention and Early Intervention projects funded under Prop 63, the Mental Health Services Act. Consequently, the Joint Exercise of Powers Agreement for CalMHSA focused on those projects. Now that the Statewide PEI projects have been launched successfully and the value of a JPA recognized, and are in progress, CMHDA and the member Counties want CalMHSA to take on other roles as initially contemplated. As such, the existing Agreement may be too narrowly drafted. In particular, counties have sought to negotiate and contract jointly through CalMHSA with the California Department of State Hospitals for civil commitment (LPS) beds, as provided for in WIC 4330 to 4335, but CDSH has stated the Agreement does not specifically authorize CalMHSA to do so under its existing agreement.

Accordingly, the amendments for which your approval is requested are focused primarily on broadening CalMHSA's breadth of programs to include all mental and/or behavioral health programs, as requested by the CalMHSA Board and CMHDA. The recommended changes reflect anticipated potential areas for counties to act jointly (you may choose to include one or all of the following recommended changes):

- Incorporate into the Recitals additional statutory bases for Counties to act together through CalMHSA.
- Broaden the described Purpose of CalMHSA to expressly embrace mental and behavioral health programs including joint contracting for state hospital beds; joint administration of other state or federal programs such as the Drug Medi-Cal Treatment Program, managed mental health

care for Medi-Cal beneficiaries, and specialty mental health services; operation of program risk pools; provision of fiscal or administrative services useful to the Members; and research, development and execution of policy requests from CMHDA and/or CSAC.

- Clarify that the Board exercises the powers and conducts the business of CalMHSA.
- Expressly incorporate reference to matters provided for more specifically in the Bylaws including election of officers by the Board, creation of and delegation to committees, and authority for the Executive Committee to act in the absence of a quorum of the Board.
- Clarify which Government Code provision regarding treasurers is utilized by CalMHSA.
- Clarify termination and disposition procedures.
- Clarify the amendment procedure.
- Clarify the definition of Member and expansion of the definition of Program to include behavioral health programs as well as mental health programs.
- Other miscellaneous clarifications as a matter of general cleanup.

CalMHSA's fiscal structure remains unchanged. Under that structure, CalMHSA Programs are fiscally self-contained and Member counties choose which, if any, of the Programs they will participate in, and pay their share of only those Programs in which they participate.

REVIEW

This item has been reviewed by County Counsel on _____ and the County Administrative Office on _____.

PROGRAM MATTERS

Agenda Item 10.A

SUBJECT: Report from CalMHSA Program Director – Ann Collentine

BACKGROUND AND STATUS:

CalMHSA Program Director, Ann Collentine, will provide general information and updates regarding the Statewide Prevention and Early Intervention Projects.

Implementation Status

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

Communication

Training/Technical Assistance and Capacity Building

Evaluation

RECOMMENDATION:

None, information only.

REFERENCE MATERIAL(S) ATTACHED:

- CalMHSA Program Director's Update Report
- County Liaison Description and Communications Survey
- 2013 Tools for Change Conference Flyer

CalMHSA Program Director's Update Report

PEI Statewide Project Implementation Status

Stigma and Discrimination Reduction

CalMHSA is excited to support "Tools for Change: Freeing Our Communities from the Stigma of Mental Illness," the first statewide conference targeted to reduce stigma and discrimination towards people with mental health challenges. Taking place on March 21st and 22nd and hosted by San Mateo County, this inaugural event is sponsored by CalMHSA program partner, The Center for Dignity, Recovery & Stigma Elimination, a project of the Mental Health Association of San Francisco. The aim is to launch and create lasting stigma and discrimination reduction (SDR) efforts by empowering communities with effective tools to use locally. County staff, professional partners (educators, law enforcement, health care providers) and local community stakeholders (consumers, families, caregivers) who act as stigma change agents would be key participants for this conference.

Keynote presenters include: Patrick Corrigan Psy.D., Professor of Psychology at the Illinois Institute of Technology and with the National Consortium on Stigma and Empowerment, (NCSE); Lawrence Yang Ph.D., Assistant Professor of Epidemiology at Columbia University and with the Center for the Study of Social Inequalities and Health; and Keris Jan Myrick M.B.A., Ph.D.(c), President and Chief Executive Officer of Project Return Peer Support Network, CalMHSA Advisory Committee member, and President of NAMI National Board of Directors. Workshops and Institutes will feature the dissemination of the work of several CalMHSA program partners, as well as highlight county activities in stigma reduction. Topics include: SDR student mental health efforts; media, social media and marketing SDR efforts; SDR and cultural responsiveness and practices in underserved communities; addressing self-stigma and use of peer support groups; SDR strategies for Families and Children and Public Policy for SDR (e.g., NIMBY Reduction/Housing and Employment Rights).

We encourage you to support staff and stakeholder participation for this unique learning and skill building opportunity. We have developed a discounted registration for CalMHSA members as well as a need and merit based scholarships. Contact Monica@mentalhealthsf.org for more information regarding scholarship applications and to register please see <http://www.mentalhealthsf.org/stigma-conference/>.

Suicide Prevention

California Suicide Prevention Network Program - Didi Hirsch Mental Health Services partners with crisis centers around the state to organize regional task force meetings. The purpose of these task forces is to improve regional suicide prevention efforts and develop or identify best practices. Upcoming meetings are as follows:

- February 15th - Los Angeles

- February 21st - Central Region (North- Sacramento)
- February 27th - Central Region (South- Madera)
- March 5th - Bay Area Region
- March 11th - Southern Region (Santa Barbara)
- March 14th - Superior Region
- April 11th - Southern Region (Orange County)

Best Practices Planning Committees are convening in each region to review data and select priority topics to be addressed by best practices. County input into this process is sought through these committees and upcoming regional conference calls. For more information, please contact Lyn Morris at (310) 895-2305 or LMorris@didihirsch.org.

Regional Crisis Center Capacity Building – Crisis centers are increasing access to Californians by offering services in additional languages and through online and mobile services. Program investments include training, technology (e.g., improving data collection), improved practices and adherence to standards (e.g., accreditation). Recent examples of regional capacity building efforts and accomplishments include the creation of new crisis services:

- Kings View Behavioral Health Launched the Central Valley Suicide Prevention Hotline (CVSPH) in January 2013. This new hotline serves five counties in the Central Valley (Fresno, Madera, Mariposa, Merced and Stanislaus). CVSPH will provide immediate support to callers in crisis or for the family or friends of someone who may be suicidal. Hotline staff and volunteers have received Applied Suicide Intervention Skills Training (ASIST) training, 18 hours of classroom teaching and an additional 16 hour apprenticeship prior to taking calls. The hotline is a provisional member of the National Suicide Prevention Lifeline and can be reached at 1-888-506-5991.
- Crisis services are now available via text message through The Effort: Text HOPE to (916) 668-iCAN. (*The Effort is a partner of the Institute on Aging contract.*)

Suicide Prevention Training – LivingWorks, together with their partner organizations Didi Hirsch, The Effort and Contra Costa Crisis Center, have achieved the following training deliverables to date:

- During the past 18 months, CalMHSJPA funding has provided 7 Applied Suicide Intervention Skills Training (ASIST) Trainings for Trainers (T4Ts) and 3 safeTALK T4Ts. This translates into 193 new ASIST trainers and 27 new safeTALK trainers. So far, these trainers have conducted 76 ASIST workshops training 1,467 people in ASIST.
- Developed an electronic version of suicideTALK.

Student Mental Health – Focusing on Higher Education

During implementation of the PEI Statewide Projects, CalMHSA has emphasized the importance of creating synergy and legacy between partners. An example of this is the quarterly meeting of the Higher Education Partners, which allows for discussion of campus CalMHSA projects and engages each higher education system with opportunities to leverage and coordinate activities. Examples of this include:

- Trainings offered by UC, CSU, and CCC are open to each other's systems. Recent examples include Mental Health First Aid T4T, Social Media Ethics Training, and Best Practices in Campus Threat Assessment. Following a recent ASIST training, a trainee shared her experience:

[The] training was used right away for me. First day of school a student with a detailed suicide plan was in my office at 8:15 a.m. Barely had my coffee and I was rolling up my new ASIST sleeves! WOW! My student is doing better and has remained in school. Thank you, thank you for the opportunity to be part of the training.

- Templates developed by one higher education system being adapted for use by another higher education system. One recent example is the campus profile template being used by CCC campus grantees (please see Section 5 of the agenda packet).
- Future collaboration on campus campaigns such as Alive Mental Health Fairs, Send Silence Packing, and Stamp Out Stigma.

Our CSU and CCC systems report that many campuses are improving their connection with County Mental Health departments resulting in new opportunities for prevention activities. As a result campuses and counties report more opportunities to leverage resources between each other. Another trend reported by our CSU partners is that more than fifty percent of the CSU campuses have merged their Health Service Centers with their Behavioral Health Centers. Change is happening in Higher Education and CalMHSA funding continues to strengthen the mental wellness of students across California.

Communication

CalMHSA staff utilize a variety of strategies to communicate internally and with the public:

Internal Communication Strategies

- Monthly Program Partner Technical Assistance Bulletin: Provides technical assistance specific to contractors, on issues ranging from cultural competency to sustainability.

- Monthly Program Partner Technical Assistance conference call: Used to address timely issues in contract reporting, provide updates from fellow program partners, and facilitate collaboration across programs and initiatives.
- Monthly County Liaison conference call: County Liaisons receive an update from selected program partners each month, are briefed on pertinent issues, provided resources relevant to the PEI programs, and apprised of upcoming events and opportunities for collaboration.
- CalMatrix web portal: Password-protected website where program partners report on contract deliverables and submit quarterly program reports. Also used to post internal documents that are relevant to program partners and county liaisons, such as CalMHSA's marketing and style guides.
- Statewide Coordination Workgroups: Biannual meetings between program partners and county liaisons, hosted by CalMHSA, to facilitate coordination across programs and counties. The next meeting is March 20, 2013, at the Westin San Francisco Airport in Millbrae, CA.
- Program Partner and County Liaison email distribution lists: Provide timely information on upcoming events, available resources, and requests for input, etc.

Public Communication Strategies

- Weekly CalMHSA Express: Newsletter on specific current and upcoming activities (www.calmhsa.org/documents/newsletters-reports/)
- Monthly Program Partner Spotlight: In-depth article featuring program highlights from one contractor (www.calmhsa.org/documents/newsletters-reports/)
- PEI Statewide and Regional Brochures: Developed through CalMHSA's contract with MIG, these brochures highlight statewide and regional program activities. View the statewide brochure at <http://tinyurl.com/bfzc7cw>.
- General (public) email distribution list: List members receive public meeting announcements, CalMHSA Express newsletters, Program Partner Spotlights, RFP postings, and all other public communication.
- www.CalMHSA.org Website: Currently undergoing some organizational changes to make it more user-friendly and prominently display resources being developed by program partners.

Training/Technical Assistance and Capacity Building

A cohort of counties is continuing to fund the Training, Technical Assistance and Capacity Building (TTACB) program in FY 2012–13 and 2013–14 in order to receive technical assistance from the RAND/SRI team, and participate in regional evaluation activities. Based on recommendations from counties, Phase II activities are underway: continued provision of technical assistance to counties and regional data workgroup meetings.

- **Capacity Building Webinar** – RAND is offering a webinar on the topic of “Utilizing Data to Plan, Deliver & Evaluate Prevention Programs” (the RAND [Getting to Outcomes](http://www.rand.org/health/projects/getting-to-outcomes.html) model available at <http://www.rand.org/health/projects/getting-to-outcomes.html>). Counties provided feedback that it would be helpful to offer training that would provide a foundation for staff new to evaluation, or wishing to revisit evaluation topics, prior to the next regional data workgroups. The two-hour webinar will feature:
 - A basic overview of the Getting to Outcomes steps and tools.
 - Material to support planning, delivering and evaluating PEI programs from the perspective of reaching desired outcomes.
 - A presentation by Kate Watkins on the statewide framework logic models for PEI programs.

The webinar will be offered on multiple dates. Please note: registration will be required and counties contributing to the TTACB program will receive priority.

- Thursday, February 14th, 9-11 a.m.
 - Thursday, February 28th, 9-11 a.m.
 - Thursday, March 14th, 9-11 a.m.
 - Thursday, April 18th, 9-11 a.m.
- **Regional Data Workgroups** – A series of regional data workgroups are being planned for March 2013. The workgroup will build upon the last regional data workgroups and provide counties with skills to map their programs onto the evaluation framework. Participants will learn how to use the recently developed RAND evaluation frameworks to:
 - Explain the logic of how PEI investments relate to the goals of addressing unmet need/reducing disparities and improving long-term public health outcomes.
 - Categorize and describe their PEI programs in terms of these goals.
 - Systematically view how program goals and target populations are distributed in your county.
 - Discuss how program description, participation and short and long term outcomes can be consistently measured and reported in order to make comparisons across programs.

Counties that are interested in participating can modify existing or enter into new participation agreements with CalMHSA. Please contact Sarah Brichler at (916) 859-4827 or sarah.brichler@calmhsa.org with any questions.

Evaluation

The RAND Team has moved quickly into the implementation stage of the statewide strategic evaluation plan. On January 31st, RAND submitted their first progress report which outlines the status of implementation for the various components of the statewide evaluation, which include: statewide population impact studies, program-level structure studies (resources/capacities), program-level process studies (activities), program-level outcome studies, and syntheses of statewide impact studies. Information from this report will be shared with the Statewide Evaluation Experts (SEE) Team on February 20th.

RAND's peer-reviewed literature reviews for Suicide Prevention, Stigma and Discrimination Reduction, and Student Mental Health have been published and are available on the CalMHSA Website at <http://calmhsa.org/programs/evaluation/>. The literature reviews are an excellent resource that showcase the current state of knowledge on best practices for SP, SDR, and SMH and recognize gaps in existing knowledge in order to identify critical research questions for future evaluation and analysis.

In addition, the RAND Team has been working closely with program partners to support their successful participation in the statewide evaluation ranging from refining survey questions to supporting quality data collection and reporting. RAND has also provided guidance to program partners to improve reporting for the quarterly program report. This work will strengthen CalMHSA's ability to more accurately report on key demographic information such as reach into underserved communities of color.

RAND first annual report, which will include the first preliminary analysis of intended outcomes, will be available in the fall of 2013 after review and comment from the SEE Team.

Role of the CalMHSa County Liaison

To maximize the county return on investment in statewide Prevention and Early Intervention programs, and to ensure collaboration, coordination, and non-duplication of efforts, CalMHSa asks that each CalMHSa Board member designate a County Liaison to help facilitate the flow of information between counties, CalMHSa staff, and CalMHSa Program Partners (contractors).

A County Liaison is identified by each CalMHSa county member to be **the single point of contact for program activities for a county**, who is responsible for:

1. Keeping the county behavioral/mental health director informed of PEI program activities statewide and in their county. The purpose here is to avoid inundating MH Directors with information and to provide only pertinent information in a timely manner.
2. Being the point-of-contact for Program Partners working in the county

Only one person per county must be designated as the County Liaison; however, in some cases, a county may wish to assign additional staff to assist with these tasks. Additional staff may be listed in Question 2 of the survey below.

The county liaison will be asked to:

- Provide feedback to CalMHSa staff on **monthly one-hour calls**
- Attend the biannual Statewide Coordination Workgroup to network and collaborate with Program Partners
- Disseminate relevant information to internal and external contacts within their county, on an as-needed basis

The county liaison will be kept informed of PEI activities by CalMHSa through:

- County-specific communications from CalMHSa, on an as-needed basis (upcoming events, media campaign highlights, etc)
- Weekly CalMHSa Express newsletters (brief, two page highlights of Program Partner activities)
- Monthly Program Partner Spotlights (in-depth articles featuring Program Partners)
- Monthly Program Partner TA Bulletins (provides technical assistance designed to be relevant to Program Partners, and of possible interest to counties)
- Access to CalMatrix, CalMHSa's password-protected web portal
- Optional participation in local and/or regional meetings, task forces, workgroups, etc. offered by program partners

County Liaison Communications Survey
Please complete and return to CalMHSA staff

Attached is the current list of County Liaisons. Please review the list and respond to the following questions:

1. Is the person identified on the list your county’s primary point of contact for CalMHSA program matters? **Yes / No**

a. If not, who should be the County Liaison for your county?

Name: _____

Role: _____

2. **Are there additional people** who should receive regular program updates/communication from CalMHSA? **If so, please complete the table below:**

Who else (other than the County Liaison) should receive these communications?	Weekly CalMHSA Express	Monthly Program Partner Spotlight	Periodic emails specific to my county	General (public) distribution list emails	Listed as a point of contact
Name: _____ Role: _____ (E.g. Suicide Prevention Coordinator)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name: _____ Role: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name: _____ Role: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CalMHSA County Liaisons

Updated February 6, 2013

COUNTY	LIAISON	TITLE	EMAIL
Alameda			
Alpine			
*Amador	Christa Thompson	MHSA Coordinator	cthompson@amadorgov.org
Butte	(Elizabeth) Betsy Gowan	MHSA Coordinator	egowan@buttecounty.net
*Calaveras	Susan Sells	MHSA Senior Administrative Analyst	ssells@calaveras.ca.us
Colusa	Dereck Parks	MHSA Coordinator	dparks@countyofcolusa.org
Contra Costa	Mary Roy	MHSA Coordinator	mroy@hsd.cccounty.us
	Gerold Loenicker	MH Program Supervisor	gerold.loenicker@hsd.cccounty.us
Del Norte	Gary Blatnick	Mental Health Director	gblatnick@co.del-norte.ca.us
El Dorado			
Fresno	Karen Markland	MHSA Coordinator	kmarkland@co.fresno.ca.us
Glenn	Roxanne Baillergeon	Mental Health Program Manager	rbaillegeon@glenncountyhealth.net
Humboldt	Asha George	Mental Health Director	asgeorge@co.humboldt.ca.us
	Jaclyn Culleton	Administrative Analyst/Ethnic Services Mgr	JCulleton@co.humboldt.ca.us
Imperial	Andrea Kuhlen, MPA	Senior Behavioral Health Manager	andreakuhlen@co.imperial.ca.us
Inyo	Gail Zwier, Ph.D.	Director	gzwier@inyocounty.us
Kern	Meghan Boaz Alvarez, M.S., MFT	Mental Health Unit Supervisor	mboaz@co.kern.ca.us
Kings	Ahmad Bahrami	Program Manager	ahmadreza.bahrami@co.kings.ca.us
Lake	Jim Isherwood	MHSA Coordinator	Jim.Isherwood@lakecountyca.gov
Lassen	Barbara Pierson	Mental Health Director	bpierston@co.lassen.ca.us
Los Angeles	Matthew Wells		MWells@dmh.lacounty.gov
Madera	Debbie C. DiNoto	Division Manager	ddinoto@kingsview.org
Marin	Kristen Gardner	PEI Coordinator	kgardner@marincounty.org
	Kasey Clarke	MHSA Coordinator	kclarke@marincounty.org
Mariposa	John Lawless	Deputy Director, Behavioral Health & Recovery Services	jlawless@mariposahsc.org
Mendocino	Jenine Miller	Crisis Manager	millerje@co.mendocino.ca.us
*Merced	Sharon Jones	MHSA Coordinator	sharon.jones@co.merced.ca.us
Modoc	Tara Shepherd	Deputy Director	tarashepherd@co.modoc.ca.us
Mono	Robin Roberts, MFT	Director	rroberts@mono.ca.gov
Monterey	Rosemary Soto		sotory1@co.monterey.ca.us
Napa	Rocio Canchola		roocio.canchola@countyofnapa.org
Nevada	Michael Heggarty, MFT	Behavioral Health Director	michael.heggarty@co.nevada.ca.us
Orange	Dori Budde	County Liaison	DBudde@ochca.com
Placer	Jennifer Cook		jcook@placer.ca.gov

CalMHSA County Liaisons

Updated February 6, 2013

COUNTY	LIAISON	TITLE	EMAIL
Plumas			
Riverside	Bill Brenneman	MHSA Project Manager	bhbrenneman@rcmhd.org
	Ryan M. Quist		rmquist@rcmhd.org
	Janine Moore	PEI Coordinator	jamoore@rcmhd.org
Sacramento	Jane Ann LeBlanc	MHSA Program Planner	LeblancJ@saccounty.net
San Benito	Yani Bundros, LMFT	Childrens/Tay Behavioral Health Clinical Supervisor	ybundros@sbcmh.org
San Bernardino	Michelle Dusick	Program Manager	mdusick@dbh.sbcounty.gov
San Diego	Karen Ventimiglia	MHSA Coordinator	karen.ventimiglia@sdcounty.ca.gov
San Francisco	Kim Ganade-Torres	Program Manager	Kimberly.Ganade-Torres@sfdph.org
San Joaquin	Becky Gould, LCSW	Clinical Deputy Director, MHSA Coordinator	bgould@sjcbhs.org
San Luis Obispo	Frank Warren	MHSA Division Manager	fwarren@co.slo.ca.us
San Mateo	Dr. Jei Africa		jafrica@smcgov.org
	Sandra Santana-Mora	MHSA Coordinator	ssantana-mora@smcgov.org
	Kristin Dempsey	BHRS Workforce Development Director	kdempsey@smcgov.org
*Santa Barbara	Refujio "Cuco" Rodriguez-Rodriguez	MHSA Division Director	cucorodriguez@co.santa-barbara.ca.us
Santa Clara	Evelyn Tirumalai	Suicide Prevention Coordinator	evelyn.tirumalai@hhs.sccgov.org
Santa Cruz	Alicia Nájera	Program Manager	anajera@co.santa-cruz.ca.us
Shasta	Jamie Hannigan	MHSA Coordinator	jhannigan@co.shasta.ca.us
Sierra			
Siskiyou	Sheila Kuck	MHSA Coordinator	skuck@co.siskiyou.ca.us
Solano	Niccore Tyler	MHSA Project Manager	njtyler@solanocounty.com
Sonoma	Susan Castillo	MHSA Coordinator	Susan.Castillo@sonoma-county.org
Stanislaus	Ruben Imperial	PEI Manager	rimperial@stanbhhs.org
	Chong Yang		cyang@stanbhhs.org
Sutter/Yuba	Jackie Stanfill	Program Manager CSOC and PEI Services	istanfill@co.sutter.ca.us
Tehama			
Tri-City	Rimmi Hundal, M.A.	MHSA Coordinator	rhundal@tricitymhs.org
Trinity	Marlinda O'Diear	MHSA Coordinator	mbutler@kingsview.org
Tulare	Christi Lupkes	MHSA Manager	clupkes@tularehhsa.org
Tuolumne	Willow Thorpe	MHSA Coordinator	wthorpe@co.tuolumne.ca.us
Ventura	Kerryann Schuette, M.S., PPS	PEI Manager	kerryann.schuette@ventura.org
	Susan Kelly	MHSA Coordinator	Susan.Kelly@ventura.org
Yolo	Joan Beesley	MHSA Coordinator	joan.beesley@yolocounty.org

Non-CalMHSA Member, although not members all counties will benefit from some of CalMHSA's Statewide PEI Projects, such as media campaigns etc.

*Non- CalMHSA Member that has assigned funds, therefore will be included in all CalMHSA's Statewide PEI Projects

2013 Tools for Change Conference

Presented by

the center for

DIGNITY, RECOVERY & STIGMA ELIMINATION

Freeing Our Communities from the Stigma of Mental Illness

Get the word out -

**The Conference to
Fight Stigma is Here**



The 2013 **Tools for Change Conference**, presented by the Center for Dignity, Recovery and Stigma Elimination, is the inaugural multidisciplinary training conference on effective tools, methods, and practices for the reduction of discrimination and stigma associated with mental health and mental illness. Bringing together community-based programs, consumers, county and state agencies, and experts throughout California and the nation to provide community change agents with the knowledge, skills and tools of the CalMHSA Stigma Discrimination Reduction initiative in order to maximize their impact and effectiveness.

Keynote Presentations by

Register at: www.mentalhealthsf.org/stigma-conference/



Patrick Corrigan, Psy.D.



Lawrence Yang, Ph.D.



Keris Jän Myrick M.B.A.,
M.S., Ph.D.c

March 21st and 22nd, 2013

The Westin San Francisco Airport Hotel



Page 82 of 97

WELLNESS • RECOVERY • RESILIENCE



Program Matters
Agenda Item 10.B

SUBJECT: State Hospital Bed Planning Update

BACKGROUND AND STATUS:

On January 24, 2013, staff distributed an email to the CalMHSA Board with an update relative to State Hospital Bed procurements and recent meeting with the Department of State Hospitals (DSH). Participation in the meeting included CMHDA, CalMHSA, and counties.

In the above update to the Board, staff requested members indicate whether they had signed and returned the MOU sent by DSH, and/or did they request an extension. As of February 7, 2013, staff collected information from the counties identified below.

The Work Group met on January 23rd and expressed the strong desire to meet with DSH as soon as possible regarding the revised MOU. Additionally there was significant discussion regarding the 17601 election and consideration of next steps. The Work Group members further confirmed their collective interest to continue to have counties act jointly on this subject, specifically for MOU negotiations as well as evaluate alternatives to State Hospitals—replacement and options. All meetings with DSH will be in collaboration with CMHDA, CalMHSA, and counties.

During the week of February 4, 2013, staff emailed a copy of the attached template addressing the 17601 issue. Additionally staff submitted a letter to DSH with the revised MOU requesting a meeting to discuss within 30 days.

RECOMMENDATION:

None, information only.

REFERENCE MATERIAL(S) ATTACHED:

- CalMHSA State Hospital Bed Work Group – Board Update Email (January 24, 2013)
- Request for Extension Letter (template)
- Email regarding WIC 17601 Template (February 8, 2013)
- WIC 17601 Election Letter (template)
- Listing of known counties requesting extensions/signed MOUs

January 24, 2013

CalMHSA Board and Alternate Member(s),

On December 13, 2012, CalMHSA held a Board Meeting where staff indicated Department of State Hospital (DSH), had released a new MOU to counties, relative to the procurement of state hospital beds. The MOU was released in late November with a request for execution of the MOU by December 31, 2012. CalMHSA directed staff to develop a template response for counties to use in order to request an extension of time from DSHAs such, we would like to know if your county either:

_____ Signed and returned the MOU to DSH

_____ Did not sign the MOU, and requested an extension (in whatever form)

Additionally, as discussed at the board meeting, the Work Group has prepared a revised MOU. These revisions were made with input from workgroup members, CalMHSA staff, CMHDA, and CalMHSA's counsel, but have not been submitted to county counsel in any county so far as we know. Based on the results of the meeting with the DSH the work group would like to submit this revised MOU to DSH so collaborative discussions can begin. Prior to submitting we are seeking full CalMHSA input.

Please note that the revisions/recommendations are non-binding and simply allows us to commence discussions regarding necessary revisions. **Please submit your input to Laura.li@CalMHSA.org no later than Thursday, January 31, 2013, as the work group is seeking to meet with DSH soon.** If at all possible, please obtain input from your county counsel as well so that we can make as many needed changes as possible before submitting a draft to DSH.

BACKGROUND INFORMATION:

On Tuesday, January 15, 2013, DSH facilitated a meeting (upon request of CMHDA) with CMHDA, CalMHSA, and some members of the Work Group, to include Maureen Bauman of Placer County, to discuss the recent MOU and other issues. Others that participated in the meeting were Cliff Allenby, Kathy Gaither, Mark Beckley, Cynthia Rodriguez, Irene Briggs and a representative from HHS.

In summary:

1. DSH agreed to distribute the MOU to counties with a 30 day comment period, for recommended revisions, which they will review and consider for next year. No desire was expressed to revise the current MOU.
2. DSH did agree to meet with a group of counties and CMHDA to discuss the submitted comments. Monthly calls were also proposed as a means for addressing concerns.
3. Director Allenby acknowledged the current MOU needed to change and they expressed a desire to change the MOU next year. They indicated that they are considering moving from a "Bed Commitment" to billing based on actual usage.

4. It was also clear that they believe an issue still exists as to CalMHSA's authority to act under its JPA Agreement; therefore, we should proceed with amending the JPA Agreement to "specifically" state the purpose includes joint negotiation or purchase of State Hospital Beds.
5. Ms. Gaither expressed concern regarding counties comments on quality of patient care and offered to take any and all calls on this matter.
6. DSH acknowledged they have never been able to track, determine, or otherwise validate actual cost of beds due to their accounting system. They indicated counties are charged based on an average of all costs, which includes a blend of PC and LPS, all hospitals, and all operations.
7. DSH committed to look into issues of bed types at Metro and inconsistency with other hospitals.
8. DSH will ask the Department of Finance look into the 17601 Election, at the same time expressed this is old and implied no longer applicable, but acknowledged it is still in statute and current law.

CMHDA and Counties did a great job leading the meeting, raising good comments and questions.

If you have any questions and/or would like more information, please do not hesitate to contact me or John Chaquica, and please remember to submit your input on the revised MOU by Thursday, January 31, 2013.

December 17, 2012

Mr. Mark Beckley
Deputy Director
Division of Administration
Department of State Hospitals
1600 Ninth Street, Room 150
Sacramento, CA 95814

Dear Mr. Beckley:

This letter shall serve as _____ County's formal request, for an extension of time for signing and returning the Memorandum of Understanding (MOU) for LPS Bed Commitment FY 12-13.

_____ County seeks bilateral negotiations with the Department of State Hospitals (DSH) regarding the terms of the MOU. Such negotiations and agreement must occur before we seek approval from our Mental Health Commission or Board, and Board of Supervisors. The approval by the Commission or Board and Board of Supervisors is a mandated prerequisite for signing, pursuant to WIC section 5600 et seq. This process can take up to six months as the document has changed from a contractual agreement to an MOU.

DSH, in developing the MOU, did not offer to discuss any terms and conditions with _____ County, but rather sent it without notice in November 2012. We have reviewed the MOU and are providing the DSH with our items we wish to discuss with the DSH:

1. Recitals

- a. Acknowledge all hospitals shall comply with all terms of the MOU.
- b. Acknowledge pursuant to Section 4330 of the WIC that counties may act in combination with other counties.
- c. Acknowledge that Section 17601 of the WIC is an annual election by the counties.

2. Terms and Condition

- a. Communication process for referral of patients
- b. Provide description of covered hospital services
 - Defining bed types and uses
 - Standards of Care
 - Licensure

- c. Admissions and Discharge Procedures
 - PC conversion—beds shall be deemed in excess of contracted bed total
 - Transfer plan—change in process and terms desired
 - Denials shall be in writing
 - Discharge planning shall begin at admission
3. Inconsistency between hospitals regarding levels of acuity and hospital bed rates; for example, Metropolitan State Hospital charges counties for all beds at the acute rate (except for Skilled Nursing Facility beds) regardless of a patient's level of acuity. This includes patients identified by the hospital treatment team as ready for alternative levels of care (ALOC)
4. Appeal process for admissions and discharges added
5. Penalties for failure to comply with MOU added
6. Bed Usage
 - a. PC commitments shall be deemed as excess contracted bed total and invoiced monthly.
 - b. Changes to bed totals under the MOU shall be provided and evidences by changes to the Enclosure B, as provided by the county.
7. Bed Payment
 - a. First payment under the 2012-13 MOU shall be delayed 60 days post signing.
 - b. Pursuant to the WIC 17601 each county and city shall reimburse the controller.
8. Utilization review shall be performed at a minimum of one time per year and include county participation.
9. Records
 - a. DSH shall prepare and maintain accurate and complete financial records in support of rates charged in the MOU, and such records shall be available for review and audit.
 - b. DSH shall begin electronic record keeping.
10. Notices—shall be adjusted for PC conversion
11. Special Provisions—mutual indemnification to be added

12. Conflict resolution process

It is important that the above issues be addressed by DSH in consultation with _____ County, and be resolved prior to seeking Board of Supervisors approval for this MOU.

Please contact my office to arrange a meeting to discuss and address the above issues.

Sincerely,

Name
Director of Mental Health
_____ County

cc: _____ CAO
_____ County Counsel
_____ County Behavioral Health Commission
Cliff Allenby, Director, DSH
Kathy Gaither, Chief Deputy Director, DSH
Patricia Ryan, Executive Director, CMHDA
John Chaquica, Executive Director, CalMHSA

February 8, 2013

Subject: WIC 17601 Template

CalMHSA Board and Alternate Member(s),

As you are probably aware, as a result of CalMHSA's work on the purchase of state hospital beds, we have become aware that counties have the right to elect whether to have the Controller's office withhold funds from a county's 1991 realignment funds in order to pay DSH (formerly DMH) for county use of state hospital beds. Although the statute (WIC 17601, subd. (b)(3)(B)) describes an annual election, it would appear that the Controller has long acted as if the election had been made permanently. The assumption is that if the Controller's office did not take the county's money automatically, the county might have some additional clout in its interaction with DSH.

Attached is a draft letter that can be adapted to your county's use to inform the Controller that it is not authorized to pay DSH on behalf of your county. The letter may be more effective if it comes from the county's CAO or Auditor-Controller. Each county will need to consider whether to send such a letter, and whether the default statutory payment provision is preferable to the Controller automatically taking the funds. The default arrangement in the absence of the annual election is provided for by subd. (b)(1) of section 17601:

From the amounts allocated in accordance with Schedule A, each county and city shall reimburse the Controller for reimbursement to the State Department of Mental Health, or its successor, the State Department of State Hospitals, for the 1991-92 fiscal year only, an amount equal to one-ninth of the amount identified in Schedule B as modified to reflect adjustments pursuant to paragraph (2) of subdivision (a) of Section 4330. The reimbursements shall be due the 24th day of each month and the first payment shall be due on October 24, 1991. During the 1992-93 fiscal year and fiscal years thereafter, each monthly reimbursement shall be one-twelfth of the total amount of the county's contract with the State Department of Mental Health, or its successor, the State Department of State Hospitals, for state hospital services. If a county has not contracted with the State Department of State Hospitals by July 1 of any given fiscal year, each monthly reimbursement shall be an amount equal to one-twelfth the number of beds provided to the county the previous fiscal year multiplied by the current state rate as determined by the State Department of State Hospitals.

Under the foregoing provision, each county must make reimbursement monthly of one-twelfth of its annual contract amount. In the absence of a contract, the amount is one-twelfth of the product of the number of beds provided to the county during the previous fiscal year multiplied by the current state rates. This is the same formula imposed by WIC sections 4330 to 4335.

Whether a county can effectively gain clout by ending automatic payments to DSH may depend on how subd. (d) of section 17601 is enforced. That subdivision states that if the county does not pay, the Controller shall withhold the amount owed and pay the State Hospital Account:

(d) The Controller shall withhold the allocation of funds pursuant to subdivision (a) in any month a county does not meet the requirements of paragraph (1) of subdivision (b) or paragraph (2) of subdivision (c), in the amount of the obligation and transfer the funds withheld to the State Department of State Hospitals and the State Department of Health Care Services for deposit in the State Hospital Account or the Institutions for Mental Disease Account in the Mental Health Facilities Fund, as appropriate.

How quickly such involuntary withholding takes place may determine how much leverage will be gained by counties exercising this option.

Thank you,

John E. Chaquica, CPA, MBA, ARM

3043 Gold Canal Drive, Suite 200
Rancho Cordova, CA 95670

President

George Hills Company, Inc.
john.chaquica@georgehills.com
(916) 859-4824

Executive Director

California Mental Health Services Authority
john.chaquica@calmhsa.org



GHC is California's Third Party Administrator and JPA Management Company of Choice.

Confidentiality Notice: This e-mail transmission, and any documents, files or previous e-mail messages attached to it, may contain confidential information that is legally privileged. If you are not the intended recipient, or person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this message is STRICTLY PROHIBITED. Interception of e-mail is a crime under the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and 2107-2709. If you have received this transmission in error, please immediately notify me by replying to this e-mail or by telephone and destroy the original transmission and its attachments without reading them or saving them to disk.

Draft # 3 (2/5/13)

John Chiang, Controller
State Controller's Office
P.O. Box 942850
Sacramento, CA 94250-5872

Re: WIC 17601 Election

Dear Mr. Chiang:

The purpose of this letter is to request the State Controller's Office to discontinue automatic payments of realignment funds from _____(Name County) and transferred to the Department of State Hospitals DSH) to cover the bed cost for civilly (LPS) committed county patients receiving state hospital services.

As background, pursuant to Welfare and Institutions Code 17601, the Controller on a monthly basis withholds funds from the County's realignment funds and transferred to the State Hospitals Account. It appears that the Controller does so pursuant to subdivision (b)(3) of section 17601 of the Welfare and Institutions Code and in accordance with the county's request annual for such services through the a contractual agreement or filing of form (Exhibit B) with DSH.

However, Subdivision (b)(3)(B) of section 17601 provides for an **annual election** in writing by each county, as follows:

For the 1992-93 fiscal year and fiscal years thereafter, counties shall notify the Controller, in writing, by July 1 of the fiscal year for which the election is made, upon making the election pursuant to paragraph (2).

_____(Name County) are unable to find any documentation that our county has made this election for the current fiscal year. This is written notice that any election made by the _____(Name County) before the current fiscal year is no longer in effect, that this County has made no such election for the current fiscal year, and that the State Controller's Office should not transfer to the State Hospital Account the realignment funds on behalf of _____(Name County). Instead, the County will reimburse the Controller pursuant to the provisions of subdivision (b)(1) of section 17601.

If you have any questions and/or would like additional clarification and information, please contact us. Thank you for your cooperation!

Respectfully,

Fresno County	Signed MOU, not issued yet
Imperial County	Was not aware of MOU
Lake County	Signed MOU, returned to DSH
Los Angeles County	Requested extension
Marin County	Requested extension
Monterey County	Requested extension
Napa County	Sending request for extension, have not signed MOU yet
Placer County	Signed MOU, returned to DSH
Sacramento County	Remaining silent
San Francisco City & County	Signed MOU, returned to DSH
Santa Barbara County	Extension requested, granted for 1/31/13
Siskiyou County	Have not signed MOU, have not requested extension
Trinity County	Don't use state hospital beds
Tulare County	Requested extension
Ventura County	Received extension, already exceeded date

PROGRAM MATTERS
Agenda Item 10.C

SUBJECT: Lime Green: Promote Mental Health Awareness – William Arroyo

BACKGROUND AND STATUS:

There is a growing grassroots movement to equate the color lime green with mental health awareness. Similar to pink ribbons for breast cancer and yellow ribbons to support veterans, advocates are promoting a lime green ribbon for mental health awareness. By promoting the lime green color on ribbons, bags and bracelets, advocates are saying that mental health is important and needs to be talked about. Los Angeles County has already endorsed this movement as well as the National Federation for Children and Families, with other cells of activity in states across the nation.

Raising awareness, tackling misperceptions and changing attitudes is most successful if done in repetition and with multiple exposures. The Stigma and Discrimination Reduction (SDR) component of the PEI statewide projects has similar goals to the lime green campaign efforts. These goals include raising awareness for mental wellness and supporting acceptance and inclusion for individuals and families living with mental health challenges in our communities.

RECOMMENDATION:

Endorse and actively promote the lime green ribbon for mental health awareness and explore ways to incorporate the color lime green in Stigma and Discrimination Reduction efforts.

REFERENCE MATERIAL(S) ATTACHED:

- None

GENERAL DISCUSSION
Agenda Item 11.A

SUBJECT: Report from CalMHSA President – Wayne Clark

BACKGROUND AND STATUS:

CalMHSA President, Wayne Clark, PhD, will provide general information and updates on the following items:

- Strategic Planning Session, April 12, 2013
- Finance Committee Task Force: George Hills Company Contract Update
- General

RECOMMENDATION:

Discussion and/or action as deemed appropriate.

REFERENCE MATERIAL(S) ATTACHED:

- None

GENERAL DISCUSSION
Agenda Item 11.B

SUBJECT: Report from CalMHSA Executive Director – John Chaquica

BACKGROUND AND STATUS:

CalMHSA Executive Director, John Chaquica, will provide general information and updates regarding the JPA.

- Department of Health Care Services Contract
- WET Program Scholarships
- General

RECOMMENDATION:

Discussion and/or action as deemed appropriate.

REFERENCE MATERIAL(S) ATTACHED:

- None