



Thursday, February 4, 2020

12:00pm – 1:30pm

1 (669) 900-9128

Webinar ID – 881 7971 5443

Zoom Link: [Here](#)

AGENDA

A. Open Session

1. Call to Order
2. Roll Call and Instructions
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. Because the meeting will be held by teleconference, each interested party is invited to inform CalMHSA staff prior to discussion of the item by sending an email to laura.li@calmhsa.org indicating the item to be addressed. When it appears that 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.

4. Consent Calendar:
 - a. CalMHSA Board Meeting Minutes from December 7, 2020 ([page 3](#))

Recommendation: Approval of consent calendar.

B. Action Items:

1. Nominating Committee Recommendation

Recommendation: Approval of Slate of Officer for the remaining of the fiscal year, as recommended by the Nominating Committee.

2. Prevention and Early Intervention (PEI) RFP – Recommendations for Contract Award ([page 6](#))

Recommendation: Authorize the Executive Director to negotiate and enter into contracts for the Prevention and Early Intervention (PEI) Program Fiscal Years (FY) 2020/2021 – 2022- 2023. Funding not exceeding \$3 million for Social Marketing and \$500,000 for Community-Focused Technical Assistance, on an annual basis.

PEI FY2021 thru 2023 Contractors:

Social Marketing: Civilian (Up to \$3 million)

3. Bylaws ([page 9](#))

Recommendation: Approve the revised bylaws as presented.

4. CalMHSA Learn

Recommendation: Authorize the Executive Director to seek funding and implement an ongoing Educational Program that will allow for various types of projects/services with diverse funding sources, to be offered to members. The intent of the program is to accelerate training, certification, and broaden implementation of best practices.

C. Executive Director's Report

D. President's Report

E. Public Comments

1. Public Comments Non-Agenda Items

Adjournment

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, contact Laura Li at (279) 234-0700. Requests should be made as early as possible, and at least one full business day prior to 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 during normal business hours, upon request to Laura Li at laura.li@calmhsa.org.

This meeting will be recorded. By joining the meeting, you give consent to being recorded.



BOARD MEMBERS PRESENT

Karyn Tribble – **Alameda County**
Gail St. James – **Alpine County**
Scott Kennelly – **Butte County**
Suzanne Tavano – **Contra Costa County**
Dawan Utecht – **Fresno County**
Emi Botzler-Rodgers – **Humboldt County**
Gail Zwier – **Inyo County**
Bill Walker – **Kern county**
UnChong Parry – **Kings County** (Alternate)
Jonathan Sherin – **Los Angeles County**
Dennis Koch – **Madera County**
Karen Lovato – **Mendocino County** (Alternate)
Sharon Jones – **Merced County** (Alternate)
Alicia Hendricks – **Monterey County**
Sarah O’Malley – **Napa County**
Phebe Bell – **Nevada County**
Jeff Nagel – **Orange County**
Amy Ellis – **Placer County**
Jane Ann Zakhary – **Sacramento County** (Alternate)
Michael Knight – **San Bernardino County** (Alternate)
Luke Bergmann – **San Diego County**
Tony Vartan – **San Joaquin County**
Anne Robin – **San Luis Obispo County**
Alice Gleghorn – **Santa Barbara County**
Sherri Terao – **Santa Clara County**
Donnell Ewert – **Shasta County**
Bill Carter – **Sonoma County**
Kevin Panyanouvong – **Stanislaus County** (Alternate)
Michael Wilson – **Tuolumne County**

MEMBERS OF THE PUBLIC

None identified.

CALMHSA STAFF PRESENT

Amie Miller, Executive Director
Laura Li, Chief Administrative Officer
Jeremy Wilson, Program Director & PIO

Doug Alliston, Legal Counsel
Randall Keen, Manatt, Phelps & Phillips, LLP
Julia Byrd, Administrative Manager
Brittany Ganguly, Program Manager
Michael Helmick, Program Manager
Armando Bastida, Administrative Analyst
Erik Olson, Web/Software Developer
Erin Jernigan, Administrative Analyst
Kathy Gonzalez, Accountant
Moody Jahan, Accountant
Aileen Dizon, Training Specialist
Jessica Bell, Program Coordinator
Katie Daley, Senior Administrative Assistant

AGENDA

A. Open Session

1. Call to Order

CalMHSA President, Dawan Utecht, called the Board of Directors meeting to order at 1:06 P.M. on Monday, December 7, 2020. President Utecht directed Laura Li, Chief Administrative Director of CalMHSA, to call roll.

2. Roll Call and Instructions

Ms. Li tallied Board Members and Alternates in attendance and found a quorum of the Board of Directors was not reached. It was then determined that a quorum of the Executive Committee had been met.

3. Instructions for public comment and stakeholder input

Ms. Li reviewed the instructions for public comment and noted that items not on the agenda would be reserved for public comment at the end of the agenda. Public comment is called for after each agenda item. Public comment cards may be submitted to Laura Li and individuals on the phone were instructed to email Laura Li at laura.li@calmhsa.org to indicate which item they wish to address.

4. Consent Calendar:

President Utecht acknowledged the consent calendar, consisting of the Meeting Minutes from the November 17, 2020 Board of Directors Meeting. President Utecht asked for comments from Board members. Hearing no comments or questions, the President asked for a motion to approve the Consent Calendar. Upon hearing the motion and second, President Utecht directed Executive Committee members to vote via Zoom Webinar Chat.

Action: Approval of consent calendar.

*Motion: Jeff Nagel, Orange County
Second: Amy Ellis, Placer County*

The Consent Calendar was approved with 9 votes by the Executive Committee.

B. Action Items:

1. Review of Strategic Initiatives

Dr. Miller

Action: Support moving forward with 803 implementation and accept a grant from California Healthcare Foundation for semi-statewide EMR.

*Motion: Bill Walker, Kern County
Second: Jonathan Sherin, Los Angeles*

The motion was approved with 9 votes by the Executive Committee.

C. President's Report

President Utecht

D. Public Comments

Mr. Alliston invited members of the public to make comments on non-agenda items.

Public comments from the following individual(s):

None

Adjournment

*Motion – Bill Walker
Second – Amy Ellis*

Adjournment at 1:43pm.



ACTION ITEMS Agenda Item B.2.

SUBJECT: PREVENTION AND EARLY INTERVENTION (PEI) RFP – RECOMMENDATIONS FOR CONTRACT AWARD

Recommendation:

Approve CalMHSA to negotiate and execute contracts for the Prevention and Early Intervention (PEI) Program Fiscal Years (FY) 2020/2021 – 2022- 2023 with annual contracts not exceeding \$3 million for Social Marketing and \$500,000 for Community-Focused Technical Assistance.

Social Marketing: Civilian (Up to \$3 million)

Community Focused Technical Assistance: Your Social Marketer (Up to \$500,000)

Current Status and Background:

The California Mental Health Services Authority (CalMHSA) Prevention and Early Intervention (PEI) Program Plan has historically operated under the [Each Mind Matters](#) brand and specifically targeted three components: Suicide Prevention (SP), Stigma and Discrimination Reduction (SDR), and Student Mental Health (SMH).

Following member feedback, CalMHSA is now seeking a new social marketing campaign that builds on lessons learned from Each Mind Matters. This campaign will focus on digital deployment. This Request for Proposals (RFP) solicited proposals from organizations with the expertise and capabilities to provide services in the focus components:

Social Marketing

A new **social marketing campaign**, including utilization of various forms of marketing strategies with the goal of ensuring the campaign maximizes the reach to the target populations. The selected campaign will maximize the reach of county behavioral health initiatives while enhancing statewide population level approaches to eliminate the stigma and discrimination associated with mental health challenges and prevent death by suicide. In addition to the new marketing campaign, the selected applicant(s) will support **communication management** at a local, regional, and/or state level.

Social Marketing and Communication Management Outcomes:

- Reduce stigma and discrimination associated with wellbeing, specifically mental health.
- Increase awareness of how to prevent suicide.
- Increase messages that support access to mental health care.
- Increase understanding of the Intersectionality between mental health and other Social Determinants of Health (SDOH).
- Increase the coordination between marketing strategies deployed at the state and county level.

Community-Focused Technical Assistance



Community-focused **technical assistance** to County/City public behavioral health departments, including, and primarily, effective strategies that can prevent suicides, support postvention activities, and increases community engagement in current and future implementation of strategies.

Community Focused Technical Assistance Outcomes

- Increase County/City public behavioral health department's capacity to effectively establish, improve, or expand local or regional suicide prevention collaboratives (i.e.: Local Suicide Prevention Coalition).
- Increase County/City public behavioral health department's capacity to implement effective local suicide prevention and postvention policies, including cross-sectoral collaborations.
- Increase county and/or regional knowledge on safe messaging strategies for addressing suicide (prevention, attempts, death by, and postvention) across multiple community sectors.
- Increase knowledge of cultural norms that impact suicide prevention, attempts, death by, and postventions.
- Participate and collaborate with other suicide prevention initiatives and mental health campaigns or efforts in California to ensure collective reach and impact.

The release of the RFP was followed by a Bidders Conference, Question and Answer period, submission upload, and review by a panel that scored the proposals with the highest score resulting in the recommendation to the CalMHSA Board of Directors.

Proposed Contractor Highlights

Civilian

- Civilian has a long track record of developing social marketing campaigns which can easily be adapted by local communities (counties) to reach underserved communities, without requiring large investments.
- Civilian proposed incorporating both best-practices and novel techniques such as in-market testing and geotargeting to most effectively deliver messaging to our audiences.
- Civilian has incorporated team members from the arts, marketing, and public health to develop an evidence-based campaign. Materials will be based on public health education models such as the socio-ecological theory of behavioral health and be visually appealing to target audiences in order to encourage engagement.
- The proposed social media strategies will utilize influencers in the mental health sphere to inspire and educate our audiences. Many of these influencers will have personal experience with mental health challenges and suicide.
- CalMHSA priority populations will inform the campaign by creating focus groups for youth and TAY, Latinx/Hispanic, and many other underserved, unserved, and inappropriately served to ensure that the campaign is most effectively communicating to and with these populations. Focus groups will allow us to create culturally relevant content and partner with key community members who can disseminate the resources to their local community.

Your Social Marketer (YSM)

- Develop an individual TA plan for every interested member county/city and a statewide TA plan combining individual support, online modules, learning collaboratives, webinars, how-to guides, materials



and more. Support will focus on, but isn't limited to, suicide prevention, postvention, coalition-building, effective messaging and statewide/local roll-out of the three-digit number for suicide crisis support.

- Be responsive to emerging needs including COVID-19 (and related risk factors such as toxic stress, bereavement and trauma), social justice, a suicide death and other community-identified needs by offering timely and hands-on TA.
- Offer TA to county and city behavioral health agencies, their providers and others to assess practices including (1) identifying cultural risk and protective factors, (2) expanding screening to consider racism, discrimination and acculturation, (3) investing in cultural adaptations of existing evidence-based protocols, (4) identifying barriers to delivery of care and (5) providing workforce training in culturally competent approaches to suicide prevention and care.
- Create and implement an “Understanding the Role of Cultural Norms in Suicide Prevention” Learning Collaborative that will strengthen local suicide prevention efforts for diverse communities. Modules will facilitate understanding of the role of cultural norms when creating materials, implementing outreach, and delivering interventions and trainings.
- Create the annual Suicide Prevention Kit and disseminate online materials through presentations and strategic partnerships.

Reference Material(s) Attached:

- None

MEMORANDUM

DATE: January 29, 2021
TO: Board of Directors
FROM: Dr. Amie Miller, Executive Director
RE: Revision to Bylaws – Summary of Key Changes

Accompanying this memo are two documents that contain proposed Bylaws revisions. One document is a clean copy of the proposed Bylaws, and the other is a “comparison” version with notations from legal counsel showing the proposed revisions and highlighting the rationale for key modifications.

The Bylaws were revised to simplify, clarify and align Board governance with current best practices. Towards that end, our organizational development consultant Julie Tugend and legal counsel Randall Keen of Manatt, Phelps, & Phillips LLP have proposed several changes, resulting in Bylaws that are more streamlined and straight forward.

In summary, the proposed revised Bylaws:

1. Eliminate unnecessary duplication with the Joint Powers Authority Agreement (JPA Agreement).
2. Eliminate complicated Program adoption and implementation protocols that more appropriately belong in Participation Agreements and/or a Board Resolution.
3. Remove the Advisory Committee which is no longer active (this does not prevent us from establishing an Advisory Committee in the future if desired.)
4. Add Human Resources functions to Executive Director responsibilities (Section 11.1.1)
5. Remove the Program Director from the Bylaws as this is a staff position managed by the Executive Director.
6. Clarify membership in the Executive Committee (Section 6.1.1)
7. Clarify the purpose and composition of Finance Committee (Section 6.3.1)
8. Simplify the elections process by holding all elections—Officers, Executive Committee, and other Committees-- at the beginning of the fiscal year. (Section 5.4.2)
9. Clarify the President’s authority to fill vacant positions of Officers or committees between Board meetings. (Section 6.1.6)
10. Establish an Audit Committee in keeping with best practice. (Section 6.4)
11. Make other minor changes to streamline Board business such as eliminating the requirement for the Nominations Committee to present a slate of Officers to the Board 30-days in advance.

Please note that revising the Bylaws requires a vote of the full Board.

**CALIFORNIA MENTAL HEALTH
SERVICES AUTHORITY**

BYLAWS

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

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BYLAWS

of the

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

ARTICLE 1

Section 1.1 - Purpose

The CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (Authority) is established for the purpose of the Members to jointly develop, fund and administer mental health services and education Programs as determined on a regional, statewide, or other basis.

ARTICLE 2 - GOVERNING DOCUMENTS

Section 2.1 - Governing Documents

The governing documents of the Authority shall be the Joint Exercise of Powers Agreement of the Authority (Agreement), and these Bylaws, ~~and the Participation Agreements for Programs administered by the Authority.~~ In the event of a conflict between the Agreement and these Bylaws, the Agreement prevail~~controls~~.

[DELETING PARTICIPATION AGREEMENTS AS A “GOVERNING DOCUMENT” – PARTICIPATION AGREEMENTS ONLY GOVERN THOSE WHO ARE PARTICIPATING, NOT THE ENTIRE BOARD]

ARTICLE 3 - MEMBER ENTITIES

Section 3.1 - Membership

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

- ~~3.1.1~~ Submit a completed application for membership ~~and indicate method for payment of Application Fee;~~
- ~~3.1.2~~ Submit a copy of the resolution by the party's governing authority providing authorization to join CalMHSA;
- ~~3.1.3~~ Execute the Joint Powers Agreement;
- ~~3.1.1—3.1.4~~ Be ~~accepted~~approved for membership ~~as provided in Section 3.2;~~
Identify in writing ~~a director to represent the Member on the~~by the CalMHSA Board. The director will designate an alternate to the ~~of Directors ("Board as provided in Article 4;").~~
- ~~3.1.2~~ Ensure all representatives (director and alternate) file with the Executive Director the required Fair Political Practices Commission ("FPPC") forms upon assuming office, during office, and upon termination of office.

[DELETING ITEMS THAT ARE NOT CONDITIONS OF MEMBERSHIP BUT ARE INSTEAD OBLIGATIONS OF THE MEMBERS. IDENTIFICATION OF THE DIRECTORS IS ALREADY COVERED BELOW, AND FPPC FORMS ARE REQUIRED BY LAW, SO NO NEED TO INCLUDE THAT HERE]

Section 3.2—Approval of Membership

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

ARTICLE 4 - BOARD

Section 4.1 – Board Composition

~~The Board of the Authority~~ 4.1.1 Each Member's Behavioral or Mental Health Director shall be comprised of one representative from each Member. In addition to the director appointed to represent the Member, serve as a member of the Board ("Director"). Each Director may designate in writing an alternate is designated by the director; ("Alternate Director"), who may vote in the absence of the ~~Director.~~

~~Each representative,~~ 4.1.1.1 Each Director or Alternate Director, when –voting –on Authority –business, –shall –have– the authority to bind his or her Member to the action taken by the Board.

4.1.1.2 The Member may change ~~any of its representatives (director or alternate)~~designated Director or Alternate Director to the Board by providing written notice to Authority.

~~At~~4.1.1.3 Only a Director or Alternate Director may participate in Board votes.

4.1.1.4 If both a Member's Director and Alternate Director participate in a Board meeting, only one representative, if more than one representative is present, the Director may vote on behalf of the member.

[PLEASE NOTE WRITTEN DESIGNATION OF "ALTERNATE DIRECTOR" RATHER THAN "REPRESENTATIVE" AND CLARIFICATION THAT ONLY DIRECTORS OR DESIGNATED ALTERNATE DIRECTORS MAY PARTICIPATE IN BOARD VOTES]

4.1.2 The Board shall provide policy direction for the Executive Committee, ~~and~~ the Executive Director, and other appointed committees. The Board may delegate any of its responsibilities except those requiring a vote by the Board as specified in ~~the~~Section 4.1.3 of this Agreement or the Governing Documents.

4.1.3 The Board reserves unto itself the authority to do the following:

4.1.3.1 Approve indebtedness;

4.1.3.2 Adopt a budget;

4.1.3.3 Amend these Bylaws;

~~4.1.3.4~~ Approve dissolution of Authority.

Section 4.2 - Meetings of the Board

~~The~~4.2.1 Regular meetings of the Board shall holdbe held at least onesuch time as shall be designated in the notice of the meeting. There shall be a minimum of two (2) regular meeting eachmeetings per year, at such days and times as may be determined from time to review all operations of the Authority. Thetime by the Board will establish a time and place to hold such regular meetings and notice. Notice of meetings shall be sent to each director and alternateMember's designated Director and Alternate Director.

4.2.2 Every Member is expected to ~~have~~ensure that either its dDirector or alternate attendAlternate Director attends Board meetings.

4.2.3 All meetings of the Board shall be conducted in accordance with the Ralph M. Brown Act (Government Code §54950 et seq.).

4.2.4 A special meeting may be called by the President (or Vice President in the absence of the President,) or by a majority of the ~~Board~~Executive Committee, by notifying the Executive Director of the purpose of the meeting. The Executive Director shall provide ~~24 hours~~-written notice in compliance with the Brown Act to each ~~Director~~ and ~~alternate representative~~Alternate Representative stating the purpose, date, time, and place of the meeting.

4.2.5 Meetings may be held virtually in compliance with applicable laws and consistent with this Section.

Section 4.3 - Voting

~~4.3.1~~—The presence of a majority of the membership of the Board shall constitute a quorum for the transaction of business.

~~4.3.3~~ ~~As to votes on Program specific matters (including but not limited to motions to approve Program Participation Agreements, to terminate a Program, or to expel a participant from a Program), only those members participating in the Program will be counted in determining whether there is~~4.3.2 Upon establishment of a quorum and whether there is approval, any measure may be adopted by a simple majority of those the Directors present and voting. Voting by Program participants regarding Program matters may be by roll call of. Notwithstanding the members participating. Program specific votes shall be designated as such in the agenda for the meeting.

[DELETING BECAUSE MOST OF 4.3.3 IS ALREADY REFLECTED IN THE JPA AGREEMENT]

~~4.3.4~~ ~~Upon foregoing, and upon~~ the motion of any ~~Board Member~~Director, seconded by another Director, passage of a measure by the Board will require approval through a weighted voting procedure ~~rather than by majority or super majority vote. 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. “Census,” as used in~~accordance with the Agreement and these Bylaws, shall mean the most recent E-1 Population Estimates of county population prepared by the California Department of Finance Demographic Research Unit. 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. As to an action affecting only one of the Authority’s established Programs, the number of votes a member has shall be determined by the formula stated in this paragraph, but only the weighted votes of the participants in the Program would be counted in determining whether there is a quorum and whether there is approval by a majority of those present and voting.

[DELETING BECAUSE LANGUAGE IN 4.3.4 REGARDED “WEIGHTED VOTING” IS ALREADY REFLECTED IN THE JPA AGREEMENT]

4.3.3 Voting by proxy shall not be permitted.

4.3.4 If a quorum of the Board is not present at a regular meeting of the Board, the Executive Committee may act in the Board's stead if a quorum of the Executive Committee is present, as provided in Section 6.1.4.

~~, as provided in Section 6.1.4.~~

~~4.3.4 Representatives of Member Counties or Cities that have not financially participated in any Program of the Authority may attend and participate in Board meetings and vote on agenda items not specific to a particular Program, but may not be a member of the Executive Committee until such time as their County or City takes all steps necessary to assign Statewide PEI funds or to participate financially in some other Program of the Authority resulting in funds being received by the Authority for or on behalf of the member.~~

ARTICLE 5 – OFFICERS OF THE BOARD

Section 5.1 - Officers

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

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

~~Eligibility for election and continuation in office as President, Vice President, Treasurer and Secretary of the Board shall be limited to one representative of a No More Than One Officer From Each Member.~~

~~An Officer must be a Director. An Alternate Director may not be an Officer.~~

Section 5.3 - Terms of Office

~~5.3.1—5.3.1~~ The terms of office for the President, Vice President, Treasurer, and Secretary shall be for two years, commencing with the start of the fiscal years in each of the odd calendar(2) years or until their successors are elected.

~~In accordance with Government Code § 53607 and CalMHSA Investment Policy, the Treasurer (an elected position) shall be appointed every year. A Director may serve no more than three (3) terms as the investment delegate by the President of the Board a specific Officer, except that a Director may serve an additional term or terms if no other Director is nominated to serve for that office.~~

[PLEASE NOTE THE ADDITION OF LANGUAGE PERMITTING RENEWAL OF TERMS AND ADDING “SOFT” TERM LIMITS]

Section 5.4 - Elections of Officers

~~5.4.1 Election of officers shall be performed biennially.~~

~~As referenced in Section 6.2, after receiving nominations from directors the~~5.4.1 The Nominating Committee shall be responsible for developing a slate of nominees for regular elections pursuant to Section 6.2.

~~5.4.2 Elections shall occur bi-annually at the last~~first regular Board meeting of the fiscal year in which the applicable officer term concludes. Those candidates receiving a majority of votes in each office will succeed to those offices. ~~If no nominee receives a majority vote, the nominee with the least votes shall be deleted as a nominee and a new vote taken. This elimination process will continue until one nominee receives a majority vote. Each director to the Board or in the absence of any director, his/her alternate shall be eligible to vote.~~

~~5.4.3~~ The officers will serve for their elected terms with the Authority or until termination of office or employment with their Member, or until removal from office by a majority vote of the Board, whichever is earliest.

~~5.4.4~~ Vacancies in any office shall be appointed by the President, ~~with the approval of~~subject to confirmation by the Board, at the Board's next ~~regularly scheduled~~regular or special Board meeting held after. ~~All such appointees shall be entitled to serve as valid Officers unless and until the appointment is not ratified by the vacancy occurs.~~Board. A vacancy in the position of President shall be filled by election at the next ~~regularly~~regular or special scheduled Board meeting held after the vacancy occurs.

[CHANGES IN THIS SECTION STREAMLINE AND SIMPLIFY ELECTIONS. CHANGES BELOW ENSURE THAT ALL ELECTIONS – FOR OFFICERS, THE EXECUTIVE COMMITTEE, AND OTHER COMMITTEES –~~ALL~~ OCCUR AT THE SAME TIME]

Section 5.5 - Duties

~~5.5.1~~ President - The President shall preside at all meetings of the Authority. The President shall appoint the members of all ad hoc committees, which may be formed as necessary or appropriate for carrying on the activities of the Authority. The President shall execute documents as authorized by the Board. The President may delegate in writing the authority to the Executive Director to execute documents on behalf of the Authority. The President shall serve as an ex-officio member of all committees.

~~appropriate for carrying on the activities of the Authority. The President shall execute documents, or delegate to the Executive Director on behalf of the Authority as authorized by the Board, and shall serve as the primary liaison between this and any other organization. The President shall serve as ex-officio member of all committees.~~

[PLEASE NOTE THE PRESIDENT CAN DELEGATE THEIR AUTHORITY TO THE EXECUTIVE DIRECTOR]

5.5.2 Vice President - ~~The Vice President shall also serve as ex officio member of all committees, when~~ If the President is unable to attend. ~~In the absence of or temporary incapacity of the President~~ absent or temporarily incapacitated, the Vice President shall exercise the ~~functions covered in Section 5.5.1 above~~ President's duties.

5.5.3 Secretary - The Secretary will be responsible for the oversight of staff's preparation and distribution of all minutes and agendas of the Board, and any other committee meetings, preparing necessary correspondence, and maintaining files and records.

5.5.4 Treasurer - The Treasurer shall serve under the authority of and comply with Government Code section 6505.6, and shall be responsible for: 1) ensuring the custody of and disbursement of Authority funds, accounts, and property, in accordance with the California Government Code; 2) supervising the maintenance of such records to assure that financial accounts, records, funds, and property are maintained in accordance with accepted accounting practices and procedures prescribed by the Government Accounting Standards Board; 3) providing for inspection of all financial records; and 4) overseeing, monitoring, and reporting on investment action; ~~and, 5) overseeing and monitoring. In accordance with Government Code § 53607 the financial audit~~ Board may delegate investment authority to the Treasurer on an annual basis.

ARTICLE 6 - COMMITTEES

Section 6.1 – Executive Committee

6.1.1 Members - To facilitate the expeditious handling of transactions relating to the Authority's operations, an Executive Committee is established. The members shall be: 1) the officers of President, Vice President, Treasurer, Secretary; and 2) one director from each of the five regions ~~utilized by CMHDA: (Bay Area, Central, Los Angeles, Southern, and Superior;)~~ (the "Regional Members"), 3) a member-at-large, and 4) the immediate past President, if available. ~~The Board Members elected to represent a region on the Executive Committee may be either a County's (or City's) mental health director or If the designated alternate for such mental health director. Only the individual elected to represent the region can vote on the Executive Committee, regardless of whether that individual~~ immediate past President is a mental health director or a designated alternate, except that alternate regional representatives may vote in the absence of the regional representative. ~~no longer a Director, there shall be two members-at-large. Each Regional Member may designate in writing an alternate regional member ("Alternate Member") who must be the Behavioral or Mental Health Director of another County located in the Regional Member's region. The Los~~

Angeles region's Alternate Member may be any person who is a Behavioral or Mental Health Deputy Director.

[PLEASE NOTE THE EXECUTIVE COMMITTEE MAY HAVE TWO MEMBERS-AT-LARGE IF THE IMMEDIATE PAST PRESIDENT IS NO LONGER A DIRECTOR]

~~6.1.1 Elections~~ — At the last regularly scheduled meeting of a fiscal year ending during an even numbered year, the Bay Area, Los Angeles and Southern regions shall each elect a representative and an alternate for a two year term to commence on July 1 of the subsequent fiscal year to serve on the Executive Committee. At the last regularly scheduled meeting of a fiscal year ending during an odd numbered year, the Superior and Central regions shall each elect a representative and an alternate for a two year term to commence on July 1 of the subsequent fiscal year to serve on the Executive Committee. Only the directors for those counties within a region shall be eligible to vote for the representative of that region. At the first regularly scheduled meeting following CBHDA's annual elections, the Board shall elect a member at large who shall serve a term beginning the first day of the next month and concluding upon the first day of the month following the election of a successor member at large. If possible the member at large shall be an officer of CBHDA.

6.1.2 Executive Committee Elections and Terms – Elections of the Regional Members and the member(s)-at-large will take place simultaneously with the election of Officers. If possible, a member-at-large shall be an officer of CMHDA.

6.1.3 Meetings — The President may call meetings of the Executive Committee will meet as required by business. A majority of the members of the Executive Committee is a quorum for the transaction of business. Such meetings will be duly noticed to all ~~Board directors~~Directors and ~~alternate representatives~~Alternate Directors, and all Directors and Alternate Directors may attend the meetings of the Executive Committee. The Secretary of the Board shall be responsible for minutes of the meetings and within ~~30~~five days of the Executive Committee's ~~meeting~~adoption of the minutes, shall ~~send~~provide copies of such minutes to all Board ~~directors, alternate representatives~~Directors and Alternate Directors, and members of the public who have requested notice of such meetings. All meetings of the Executive Committee shall be conducted in accordance with the Ralph M. Brown Act (Government Code § 54950, et seq.). Meetings may be held virtually in compliance with applicable laws.

6.1.4 Authority - The Executive Committee shall have the same authority as that of the Board except for those items specifically reserved unto the Board in Section 4.1.3, ~~and as to those items the Executive Committee can act in the absence of.~~ Where a quorum of the Board is not present at a ~~regularly scheduled~~regular or special Board meeting, ~~subject to the Appeal Process stated~~the Executive Committee shall have the same authority as that of the Board for all items on the agenda for that meeting, including items specified in Section 64.1.73. The Executive Committee may also exercise the authority delegated to it by a vote of the majority of the ~~participants in a Program~~Board.

~~6.1.5 Removal for Lack of Attendance –Attendance of The Executive Committee members is essential to conducting the business may, by a majority vote, remove any member of the Authority. An Executive Committee member missing a maximum of two who misses three or more Board and/or Executive Committee meetings in a fiscal year, shall be subject to review by the Board or Executive Committee concerning forfeiture of his/her membership on the Executive Committee.~~

~~6.1.2~~ 6.1.6 Vacancies – The President may appoint a Director to fill the remaining term of any vacant representative position shall be appointed by the President, with the approval of the Board, at the next regularly scheduled Board meeting held after the vacancy occurs.

~~Appeal Process – Any action taken by the on the Executive Committee may be appealed by a minimum of five of the Members of the Authority to the Board by filing a written notice of appeal with the Executive Director within 21 days following the date the minutes are mailed as provided in Section 6.1.3. Such written appeal may be made by a single written notice of appeal signed by at least five of the Members, subject to confirmation by the Board at the Board’s next regular or by individual notices of appeal from at least five of the Members. To be effective, the notice of appeal need only state that the Member requests the action to be placed on the agenda of the next meeting of the Board for reconsideration. Upon receipt of special meeting. All such appeal, the Executive Director shall stay the action, and place the appeal on the agenda of the next regularly scheduled Board meeting. The Board may rescind, modify or ratify the challenged action appointees shall be entitled to serve as valid members of the Executive Committee, and the decision of the Board shall be final. If at the next regularly scheduled Board meeting a quorum of the Board does unless and until the appointment is not appear but a quorum of the Executive Committee is present, the Executive Committee may rescind, modify or affirm its prior action and such action shall be treated as the final action of the Board. ratified by the Board.~~

~~6.1.3 Minutes – To avoid delay in the distribution of minutes of the meetings of the Executive Committee, the Secretary of the Board shall within 14 days of the meeting send a draft copy of the minutes to each Executive Committee member who attended the meeting, and shall request that any corrections be provided within 7 days. After the 7 day correction period, the Secretary shall make any necessary corrections and shall send the minutes of the meeting to each Board member and alternate as required in Section 6.1.3.~~

[DELETING THE APPEALS PROCESS BECAUSE IT IS UNUSED AND UNNECESSARY; ALSO DELETING THE “MINUTES” PROVISION BECAUSE IT ESSENTIALLY CALL FOR A BROWN ACT VIOLATION]

Section 6.2 - Nominating Committee

6.2.1. A nominating committee shall be appointed by the President ~~with the consent of and confirmed by~~ the Board for the purpose of ~~annual~~developing a slate of nominees for all Committees and the elections of ~~Executive Committee members and the biennial elections of officers.~~Officers. The Nominating Committee shall consist of a minimum of three and a maximum of five members, ~~and shall not include more than two members of the Executive Committee.~~

~~The nomination of candidates~~6.2.2. Any Director may nominate themselves, or any other Director, as a candidate for ~~the officers and an Officer or Executive Committee member.~~ All nominations shall be made in writing to the Board ~~no later than 30~~and received at least seven days prior to~~before~~ the ~~last~~first regular Board meeting of the fiscal year. ~~The slate of nominees will be mailed to each director at least seven days before the last regular Board meeting of the fiscal year.~~ Additional candidate(s) may be nominated at the time of the meeting, provided the candidate(s) meet the applicable requirements set forth in Sections 5.4 and 6.1.

[PLEASE NOTE THE NOMINATING COMMITTEE WILL DEVELOP A SLATE OF CANDIDATES FOR OFFICERS AND ALL COMMITTEES; PLEASE ALSO NOTE REMOVAL OF THE ~~30-DAY~~30-DAY NOTICE REQUIREMENT]

Section 6.3 – Finance Committee

6.3.1 The Finance Committee is established as a standing committee to oversee, review, and provide direction to the Authority’s Board of Directors regarding the Authority’s financial matters and investment programs. ~~This Section 6.3 shall amend and supersede the Charter of the Finance Committee adopted on October 13, 2011.~~

~~6.3.1~~6.3.2 The Finance Committee shall be composed of ~~six voting members consisting of~~ the Authority’s Treasurer, who shall serve as Chair, and ~~a representative from each of the up~~ to five ~~(5) CMHDA regions.~~ voting members. Elections of the Committee members will take place simultaneously with the election of Officers. ~~Officers.~~ At least three of the Committee members shall be ~~Board Members, who shall be determined and appointed by the President and approved by the Board of Directors.~~ Directors or Alternate Directors. Two of the Committee members may be Chief Financial Officers of a ~~County member~~Member of the Authority. ~~In addition, the committee or other Member representative with fiscal expertise.~~ All members shall include the President of ~~be approved by~~ the Board of Directors, ~~who shall serve as a non-voting Ex Officio Member.~~

~~6.3.2~~6.3.3 Each committee member ~~shall~~may continue to serve until a ~~two-year term with a renewal option upon recommendation of the Committee Chair and approval by the Board of Directors.~~replacement is named. New members (to fill vacancies or at the expiration of an existing member’s term) shall be appointed by the ~~Board~~ President and approved by the Board of Directors.

~~The Treasurer's term as Chair shall correspond to his or her term as Treasurer as provided in Article 5. Other members' terms shall be two years, except that in order to create staggered terms, the initial terms of three regional members (Los Angeles, Central and Superior) shall be three years. All such terms will be deemed to begin on December 31, 2011.~~

6.3.5 The Finance Committee shall have the following duties:

6.3.5.1 Review the Authority's financial policies and make recommendations for the Board's approval.

6.3.5.2 Review the proposed annual operating budget ~~presented by the Executive Director. After any appropriate revisions, the committee will accept the budget. Then the committee chair will and~~ present the budget to the Board ~~of Directors~~ for approval.

~~6.3.2.1 Interview and recommend selection of the external auditor when directed by the Board of Directors.~~

~~6.3.2.2 Review audited financial statements and accept and file report.~~

6.3.5.3 Recommend guidelines and goals for the investment of the Authority's funds to the Board of Directors.

6.3.5.4 Review the status of the Authority's investments.

~~6.3.2.3 Because action may need to be taken on short notice, more quickly than the Board of Directors could be convened, the Finance Committee is authorized to review bids of, select, contract with and/or discharge the investment consultant and/or the investment manager, if the President concurs. When it so acts, the Finance Committee shall report such actions to the Board of Directors at its next meeting.~~

6.3.5.5 Other duties as authorized by the Board of Directors.

[DELETING 6.3.2.3 BECAUSE THIS SECTION HAS NOT BEEN UTILIZED AND THE EXECUTIVE COMMITTEE IS BETTER SUITED TO TAKE ACTION QUICKLY]

~~Section 6.4—Advisory. – Audit Committee~~

6.4.1 ~~The Board shall appoint a standing Audit Committee. Elections of the Committee members will take place simultaneously with the election of Officers. Notwithstanding the other provisions of these Bylaws, the Audit Committee shall have the following duties and composition:~~

~~6.4.1 A standing Advisory Committee may be established to serve as a hub of communication and disseminate program information to stakeholders, partners, the Executive Committee and the Board of Directors.~~

~~6.4.2 The Advisory Committee shall consist of twelve members. Six of the members shall be~~

~~current members of the Board of Directors, and of these six, one shall be a member of the Executive Committee and each of the other five shall represent a CMHDA region. There shall be six stakeholder members, five of which shall represent a CMHDA region. One Board member and one stakeholder shall act as co-Chairs of the Advisory Committee. Each stakeholder member shall occupy a position of influence and be empowered to speak for his/her organization, and shall contribute to diverse representation of consumers and families, cultural groups, and age spans and geographic regions. Stakeholder members are selected by application to CalMHSA. Vacancies will be filled by a selections committee. The Selection Committee shall attempt to fill any vacant position with a member who represents the same CMHDA region and fulfills the Committee need for representation from diverse constituencies.~~

~~6.4.36.4.1 Members serve personally, and cannot be represented on the Advisory Committee by alternates. Members serve a term of two years, except that half of the original roster of members shall serve an initial term of three years. Each of the co chairs shall serve initial three-year terms. The stakeholder co chair shall designate two other stakeholder members to serve initial three-year terms, and the Director co chair shall designate two other Director members to serve initial three-year terms. Vacancies shall be filled by a selection committee (which includes stakeholder representation) appointed by the President.~~

~~6.4.4 The Advisory Committee shall advise the Executive Committee and/or the Board of Directors regarding the following subjects:~~

~~6.4.4.1 Regular reporting from Program Partners in key areas related to Core Principles adopted by the Authority~~

~~6.4.4.2 Development and administration of a system for compiling, analyzing and reporting stakeholder feedback on the statewide PEI and other programs~~

~~6.4.4.3 New programs or structures to be created, including program monitoring, compliance, and reporting of results~~

~~6.4.4.4 Member services and expansion of the Authority's services~~

~~6.4.5 The Advisory Committee will make recommendations to the Executive Committee and/or Board of Directors that have been adopted by consensus. When consensus is not reached, opposing positions will be reported to the Board of Directors.~~

~~6.4.6 Stakeholder members of the Advisory Committee will adhere to the Advisory Committee's Stakeholder Conflict of Interest Policy. Board Members that are members of the Advisory Committee are required to comply with the Authority's Conflict of Interest Code and Conflict of Interest Policy.~~

6.4.2 It shall be the duty of the Audit Committee to:

6.4.2.1 Recommend to the Board the retention and termination of the independent auditor;

6.4.2.2 Confer with the auditor to satisfy the committee members that the financial affairs of the Authority are in order;

6.4.2.3 Review and determine whether to accept the audit;

6.4.2.4 Pre-approve and monitor performance of any non-audit services to be provided by the auditing firm;

6.4.2.5 Monitor and ensure the independent audit partner in charge is rotated in keeping with best practice; and

6.4.2.6 Negotiate the compensation of the auditor on behalf of the Board.

6.4.2 The Audit Committee shall be composed of at least one person. Audit Committee members need not be Board Members. In addition, the composition of the Audit Committee shall be restricted as follows:

6.4.2.1 The Treasurer, Chief Financial Officer, paid staff, and anyone who does business or has any financial interest in any entity that does business with the Authority may not be on the Audit Committee but may be present for information as needed.

6.4.2.2 Members of the Finance Committee must comprise less than fifty percent (50%) of the Audit Committee and the Chair of the Finance Committee may not serve on the Audit Committee as a voting member (may serve as ex officio).

[PLEASE NOTE ADDITION OF AUDIT COMMITTEE LANGUAGE THAT REFLECT BEST PRACTICES REGARDING COMMITTEE MEMBERSHIP AND ENSURES THE INDEPENDENCE AND IMPARTIALITY OF THE COMMITTEE]

Section 6.5 - Other Committees

6.5.1.—At any time, the President may appoint an ad hoc committee.

6.5.2 The Board and the Executive Committee have the authority to add additional ad hoc committee(s) as deemed necessary.

ARTICLE 7 – FINANCIAL AUDIT

Section 7.1 - Audit Required

The Board shall cause to be made, by a qualified, independent individual or firm, an annual audit of the financial accounts and records of the Authority. By unanimous request of the Board, the audit may be biennial~~conducted biennially~~and cover a two-year period as permitted by Government Code

section 6505, subdivision (f). The minimum requirements of the audit shall be those prescribed by State law.

Section 7.2 - Filing an Audit

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

Section 7.3 - Costs of Audit

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

ARTICLE 8 - FISCAL YEAR

Section 8.1 - Fiscal Year

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

ARTICLE 9 - BUDGET

Section 9.1 - Budget

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

~~ARTICLE 10 - ESTABLISHMENT AND ADMINISTRATION OF FUNDS~~

~~Section 10.1 - Administration of Funds~~

~~The Authority is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It shall comply with every provision of law relating to the subject, particularly Section 6505 of the California Government Code, and any other regulations that become applicable based on the source or nature of funding received.~~

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

Section 10.2—Deposit and Investment of Authority Funds

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

Section 10.3—Accounting Method for Programs

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

[DELETING BECAUSE THIS SHOULD NOT BE INCLUDED IN BYLAWS—INSTEAD WE RECOMMEND INCLUSION IN RESOLUTIONS OR PROGRAM AGREEMENTS]

ARTICLE 11 - ADMINISTRATION

Section 11.1 - Executive Director

11.1.1 The Board shall appoint the Authority's Executive Director. The Executive Director shall be responsible for the daily administration, management, human resources functions, and operation of the Authority's Programs—and. The Executive Director shall be subject to the direction and control of the Board and the Executive Committee. ~~The Executive Director may, but need not be, an employee of the and shall be compensated for services rendered to the Authority, a consultant, or a corporation. Such arrangement shall be governed by contract in such amount and manner as may be approved by the Board.~~

Section 11.2—Compensation and Employment of Executive Director

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

[PLEASE NOTE SECTION 11.1.1 CLARIFIES THAT HUMAN RESOURCES FUNCTIONS FALL WITHIN THE SCOPE OF THE EXECUTIVE DIRECTOR'S RESPONSIBILITIES]

Section 11.3 – Authority of the Executive Director to Execute Contracts

The Board or the Executive Committee may delegate authority to the Executive Director to execute ~~certain~~ contracts on behalf of the Authority, either as to particular contracts, or as to particular categories of contracts. ~~As used in this section, “contracts” includes Participation Agreements.~~

~~Section 11.4—Program Director~~

~~The Board, or the Executive Director if authorized by the Board, may retain a Program Director to assist CalMHSA in setting goals and priorities; developing and managing the Authority’s Programs and projects; interacting with the state, counties, stakeholders and consumers on behalf of the Authority; contracting with and monitoring contractors; keeping the Authority’s Board informed of CalMHSA activities; and reporting to the California Department of Mental Health and the Mental Health Services Oversight and Accountability Commission.~~

~~Section 11.5—Compensation and Employment of Program Director~~

~~The Authority shall provide for compensation of the Program Director if retained directly by the Authority, or if the Program Director is retained by the Executive Director, the contract with the Executive Director may be adjusted on such terms and conditions as the Board may establish to take into account the Executive Director’s obligation to compensate the Program Director.~~

[DELETING 11.4 AND 11.5 BECAUSE THEY ARE UNNECESSARY; THIS IS AN HR FUNCTION THAT FALLS WITHIN EXECUTIVE DIRECTOR’S ROLE]

ARTICLE 12—PROGRAMS

Section 12.1—Formation of Programs

~~12.1.1 The Authority may establish Programs in such areas as the Board may determine.~~

~~12.1.2 The Authority may authorize and use administrative funds to study the development/feasibility of new Programs. In the event of such development, the estimated Member contributions shall be developed by the Executive Director and each Member will be given a stated time period to state in writing whether it intends to participate in the new Program. Unless written notice of intent to participate in a Program is provided to the Executive Director by the Member, it shall be presumed that the Member declines to participate. Upon conclusion of the notice period, Member contributions will be determined and billed to the Members committed to join. Receipt by the Authority of funds from third parties on behalf of, or as the assignee of, the Member will be deemed contributions on behalf of the Member. To the extent feasible, Member contributions to a Program shall be used reimburse the Authority’s administrative funds used to study and develop the Program. Each Member that elects to participate will be bound to the new Program for the period of time so required by the Participation Agreement for that Program.~~

~~12.1.3 Establishment of a Program that may involve more than one member and contributions made directly by such Members requires a vote of the full Board. Once a Program is established, addition of other Members as participants does not require additional Board~~

~~action. Single County Programs and Programs funded entirely by grants or other non-Member sources may be established by vote of either the Board or the Executive Committee. As to such Programs, the Board or Executive Committee may delegate authority to the Executive Director to establish and execute Participation Agreements for such Programs, subject to the limits imposed in the delegation of authority.~~

~~12.1.4 The Participants in a Program shall adopt and maintain a Participation Agreement to establish the operating guidelines of that Program, except as to the Statewide PEI Program. As to the Statewide PEI Program, the relevant Information Notices, assignment documents executed on behalf of Members, CalMHSA contract with the California Department of Mental Health and these Bylaws are deemed to constitute the Participation Agreement.~~

~~12.1.5 Participation Agreements shall, among other things, specify the conditions under which additional Members will be allowed to join in the Program after its inception.~~

~~Section 12.2 Program Withdrawal or Expulsion~~

~~12.2.1 Withdrawal or expulsion by a member from any Program shall be in accordance with the provisions of the Participation Agreement governing that Program. In the absence of a Participation Agreement for a Program, withdrawal or expulsion shall be governed by the Agreement and these Bylaws.~~

~~12.2.2 The withdrawal or expulsion of any participating member of any Program after the effective date of such Program shall not terminate its responsibility to contribute its share of contributions to any fund or Program created by the Authority. All current and past participating members shall be responsible for their respective share of the expenses, as determined by the Executive Director, until all unpaid liabilities, covering the period of the member's participation in the Program, have been finally resolved and a determination of the final amount of payments due by, or credit to, the participating member for the period of its participation has been made. The withdrawal or expulsion of any member from any Program shall not require the repayment or return to that member of all or any part of any contributions, payments, advances, or distributions except in conformance with the provisions set forth herein and in the Program's Participation Agreement.~~

~~12.2.3 Any participating member seeking to withdraw without proper and effective notice shall be responsible for the full cost of the subsequent year's contribution, and the notice will be deemed effective for the following year. The notice required to withdrawal from a Program shall be stated in each Program's Participation Agreement, but in the absence of such provision shall be 6 months.~~

~~12.2.4 No member can be expelled from a Program except as provided by Article 14 of these Bylaws.~~

[DELETING ARTICLE 12 BECAUSE IT IS NOT APPROPRIATE FOR BYLAWS – INSTEAD WE RECOMMEND MOVING PROGRAM RELATED RULES TO A BOARD RESOLUTION AND PARTICIPATION AGREEMENTS]

ARTICLE 13 – RESPONSIBILITIES OF THE MEMBER ENTITIES

Section 13.1 – Governing Documents

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

Section 13.2 – Timely Payment

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

~~Section 13.3 – Late Fees~~

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

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

[DELETING AND INSTEAD INCLUDE THIS LANGUAGE IN PROGRAM RULES AND AGREEMENTS]

Section 13.4 – Cooperation

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

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

13.4.3 If a Member is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of the Agreement and pays in excess of its pro rata share in satisfaction of such judgment, such ~~public entity~~Member is entitled to contribution from each of the other Members that are parties to the Agreement. The pro rata share of each Member will be determined by its population as compared to the total

population of all Members, based on the most recent census. The right of contribution is limited to the amount paid in satisfaction of the judgment in excess of the pro rata share of the ~~public entity~~Member so paying. No ~~public entity~~Member may be compelled to make contribution beyond its own pro rata share of the entire judgment.

Section 13.5 – Confidential Records

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

ARTICLE 14 - DEFAULTS AND EXPULSION FROM THE AUTHORITY

Section 14.1 - Events or Conditions of Default Defined

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

14.1.1.1 Failure by a Member to observe and/or perform any covenant, condition, or agreement under the Governing Documents;

14.1.1.2 Consistent failure to attend meetings, submit requested documents ~~and, or~~ cooperate in the fulfillment of the Program objectives;

14.1.1.3 Failure to pay any amounts, including penalties and interest, due to the Authority for more than 30 days;

14.1.1.4 The filing of a petition applicable to the Member in any proceedings instituted under the provisions of the Federal Bankruptcy Code or under any similar act which may hereafter be enacted; or

14.1.1.5 Any condition of the Member which the Board believes jeopardizes the financial viability of the Authority.

Section 14.2 - Remedies on Default

14.2.1 14.2.1 Whenever any event of default referred to in Section 14.1 of this article shall have occurred, it shall be lawful for the Authority to exercise any and all remedies available pursuant to law or granted pursuant to the Agreement and these Bylaws. However, no remedy shall be sought for defaults, until the Member has been given 3060 days written notice of default from the Board, except defaults under Sections 14.1.1.4 and 14.1.1.5.

14.2.2 Expulsion of a Member from the Authority:

14.2.2.1 The Board may expel from the Authority any Member that is in default, as defined in Section 14.1.1 of this Article.

14.2.2.2 Such expulsion shall be effective on the date prescribed by the Board, but not earlier than ~~30~~60 days after written notice of expulsion has been personally served on or sent certified mail to the Member.

14.2.2.3 The expulsion of any Member from any Program shall not terminate the Member's responsibility to contribute its share of contributions or funds to any fund or Program created by the Authority, nor its responsibility to provide requested data. All current and past participants shall be responsible for their respective share of the expenses, as determined by the Executive Director, until all unpaid liabilities, covering the period of the participant's participation in the program have been finally resolved and a determination of the final amount of payments due by, or credit to, the participant for the period of its participation has been made.

~~14.2.2 Expulsion from a Program:~~

~~14.2.2.1 Upon the occurrence of any default, the Board may temporarily terminate all rights of the defaulting Member in any program in which such Member is in default until such time as the condition causing default is corrected.~~

~~14.2.2.2~~14.2.1.1 ~~Upon the occurrence of any default, the Board may terminate permanently all rights of the defaulting Member in any program in which such Member is in default.~~

[DELETING AND INSTEAD INCLUDE THIS LANGUAGE IN PROGRAM RULES AND AGREEMENTS]

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

~~Section 14.3 Agreement to Pay Attorney's Fees and Expenses~~

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

Section 14.4 - No Additional Waiver Implied by One Waiver

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

ARTICLE 15 LEGAL REPRESENTATION

Section 15.1—Counsel Authorized

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

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

[DELETING BECAUSE THIS IS UNNECESSARY]

ARTICLE 16 - EXECUTION OF CONTRACTS

Section 16.1 - Authorization by Board or Executive Committee

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

Section 16.2 – ~~Representative~~Directors and Officers Insurance

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

ARTICLE 17—WITHDRAWAL, EXPULSION AND TERMINATION

Section 17.1—Termination and Distribution

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

Section 17.2—Distribution Upon Termination of the Authority

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

Section 17.3—Distributions to a Member Withdrawn or Expelled from a Program

~~If a Member withdraws or is expelled from a program, the Authority shall return any program contributions by the member, but only to the extent that the Member's contribution to that program exceeds the program expenses fairly allocable to the Member based on its proportionate contribution and period of participation.~~

Section 17.4—Distributions to a Member Withdrawn or Expelled from the Authority

~~If a Member withdraws or is expelled from the Authority, the Authority shall return any contributions by the Member, but only to the extent that the Member's contribution to the Authority exceeds the Authority's expenses fairly allocable to the Member based on its proportionate contribution and period of participation in the Authority.~~

[DELETING ARTICLE 17 BECAUSE THIS IS ALREADY COVERED BY THE JPA AGREEMENT]

ARTICLE 18 – NOTICES

Section 18.1—Notices

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

Section 18.2—Claims Against the Authority

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

[DELETING ARTICLE 18 BECAUSE THIS IS ALREADY COVERED BY THE JPA AGREEMENT]

ARTICLE 19 - EFFECTIVE DATE

Section 19.1 - Effective Date and Supremacy

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

~~The Bylaws are an agreement between the Members, and supplement the Joint Powers Agreement to the extent they are not inconsistent with it. Any clauses in these Bylaws that are inconsistent with the Agreement shall be superseded by those clauses in the Agreement but only to the extent~~

of the inconsistency.

ARTICLE 20 - AMENDMENTS

Section 20.1 – Procedure to Amend

These Bylaws may be amended or repealed from time to time as provided in Section 4.1.3.

Approved: June 23, 2009
Amended: July 15, 2010
Amended: July 14, 2011
Amended: December 15, 2011
Amended: October 11, 2012
Amended: December 12, 2013
Amended: June 15, 2017
Amended: February [], 2021

**CALIFORNIA MENTAL HEALTH
SERVICES AUTHORITY**

BYLAWS

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

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

ARTICLE 1

Section 1.1 - Purpose

The CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (Authority) is established for the purpose of the Members to jointly develop, fund and administer mental health services and education Programs as determined on a regional, statewide, or other basis.

ARTICLE 2 - GOVERNING DOCUMENTS

Section 2.1 - Governing Documents

The governing documents of the Authority shall be the Joint Exercise of Powers Agreement of the Authority (Agreement) and these Bylaws. In the event of a conflict between the Agreement and these Bylaws, the Agreement prevails.

ARTICLE 3 - MEMBER ENTITIES

Section 3.1 - Membership

Each party to the Agreement is a Member. Only those agencies defined in the Joint Powers Agreement are eligible to become a Member of the Authority by agreeing to be bound by the governing documents. Any party that desires to become a member must:

- 3.1.1 Submit a completed application for membership;
- 3.1.2 Submit a copy of the resolution by the party's governing authority providing authorization to join CalMHSA;
- 3.1.3 Execute the Joint Powers Agreement;
- 3.1.4 Be approved for membership by the CalMHSA Board of Directors ("Board").

ARTICLE 4 - BOARD

Section 4.1 – Board Composition

- 4.1.1 Each Member’s Behavioral or Mental Health Director shall serve as a member of the Board (“Director”). Each Director may designate in writing an alternate director (“Alternate Director”), who may vote in the absence of the Director.
 - 4.1.1.1 Each Director or Alternate Director, when voting on Authority business, shall have the authority to bind his or her Member to the action taken by the Board.
 - 4.1.1.2 The Member may change its designated Director or Alternate Director to the Board by providing written notice to Authority.
 - 4.1.1.3 Only a Director or Alternate Director may participate in Board votes.
 - 4.1.1.4 If both a Member’s Director and Alternate Director participate in a Board meeting, only the Director may vote.
- 4.1.2 The Board shall provide policy direction for the Executive Committee, the Executive Director, and other appointed committees. The Board may delegate any of its responsibilities except those requiring a vote by the Board as specified in Section 4.1.3 of this Agreement.
- 4.1.3 The Board reserves unto itself the authority to do the following:
 - 4.1.3.1 Approve indebtedness;
 - 4.1.3.2 Adopt a budget;
 - 4.1.3.3 Amend these Bylaws;
 - 4.1.3.4 Approve dissolution of Authority.

Section 4.2 - Meetings of the Board

- 4.2.1 Regular meetings of the Board shall be held at such time as shall be designated in the notice of the meeting. There shall be a minimum of two (2) regular meetings per year, at such days and times as may be determined from time to time by the Board. Notice of meetings shall be sent to each Member’s designated Director and Alternate Director.
- 4.2.2 Every Member is expected to ensure that either its Director or Alternate Director attends Board meetings.
- 4.2.3 All meetings of the Board shall be conducted in accordance with the Ralph M. Brown Act (Government Code §54950 et seq.).
- 4.2.4 A special meeting may be called by the President (or Vice President in the absence of the President), or by a majority of the Executive Committee, by notifying the Executive Director of the purpose of the meeting. The Executive Director shall provide written notice

in compliance with the Brown Act to each Director and Alternate Representative stating the purpose, date, time, and place of the meeting.

- 4.2.5 Meetings may be held virtually in compliance with applicable laws and consistent with this Section.

Section 4.3 - Voting

- 4.3.1 The presence of a majority of the membership of the Board shall constitute a quorum for the transaction of business.
- 4.3.2 Upon establishment of a quorum, any measure may be adopted by a simple majority of the Directors present. Notwithstanding the foregoing, and upon the motion of any Director, seconded by another Director, passage of a measure by the Board will require approval through a weighted voting procedure in accordance with the Agreement.
- 4.3.3 Voting by proxy shall not be permitted.
- 4.3.4 If a quorum of the Board is not present at a regular meeting of the Board, the Executive Committee may act in the Board's stead if a quorum of the Executive Committee is present, as provided in Section 6.1.4.

ARTICLE 5 – OFFICERS OF THE BOARD

Section 5.1 - Officers

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

Section 5.2 - No More Than One Officer From Each Member

An Officer must be a Director. An Alternate Director may not be an Officer.

Section 5.3 - Terms of Office

- 5.3.1 The terms of office for the President, Vice President, Treasurer, and Secretary shall be for two (2) years or until their successors are elected. A Director may serve no more than three (3) terms as a specific Officer, except that a Director may serve an additional term or terms if no other Director is nominated to serve for that office.

Section 5.4 - Elections of Officers

- 5.4.1 The Nominating Committee shall be responsible for developing a slate of nominees for regular elections pursuant to Section 6.2.
- 5.4.2 Elections shall occur bi-annually at the first regular Board meeting of the fiscal year. Those candidates receiving a majority of votes in each office will succeed to those offices.

- 5.4.3 The Officers will serve for their elected terms with the Authority or until termination of office or employment with their Member, or until removal from office by a majority vote of the Board, whichever is earliest.
- 5.4.4 Vacancies in any office shall be appointed by the President, subject to confirmation by the Board at the Board's next regular or special Board meeting. All such appointees shall be entitled to serve as valid Officers unless and until the appointment is not ratified by the Board. A vacancy in the position of President shall be filled by election at the next regular or special scheduled Board meeting held after the vacancy occurs.

Section 5.5 - Duties

- 5.5.1 President - The President shall preside at all meetings of the Authority. The President shall appoint the members of all ad hoc committees, which may be formed as necessary or appropriate for carrying on the activities of the Authority. The President shall execute documents as authorized by the Board. The President may delegate in writing the authority to the Executive Director to execute documents on behalf of the Authority. The President shall serve as an ex-officio member of all committees.
- 5.5.2 Vice President - If the President is absent or temporarily incapacitated, the Vice President shall exercise the President's duties.
- 5.5.3 Secretary - The Secretary will be responsible for the oversight of staff's preparation and distribution of all minutes and agendas of the Board, and any other committee meetings, preparing necessary correspondence, and maintaining files and records.
- 5.5.4 Treasurer - The Treasurer shall serve under the authority of and comply with Government Code section 6505.6, and shall be responsible for: 1) ensuring the custody of and disbursement of Authority funds, accounts, and property, in accordance with the California Government Code; 2) supervising the maintenance of such records to assure that financial accounts, records, funds, and property are maintained in accordance with accepted accounting practices and procedures prescribed by the Government Accounting Standards Board; 3) providing for inspection of all financial records; and 4) overseeing, monitoring, and reporting on investment action. In accordance with Government Code § 53607 the Board may delegate investment authority to the Treasurer on an annual basis.

ARTICLE 6 - COMMITTEES

Section 6.1 – Executive Committee

- 6.1.1 Members - To facilitate the expeditious handling of transactions relating to the Authority's operations, an Executive Committee is established. The members shall be: 1) the officers of President, Vice President, Treasurer, Secretary; and 2) one Director from each of the five regions (Bay Area, Central, Los Angeles, Southern, and Superior) (the "Regional Members"), 3) a member-at-large, and 4) the immediate past President, if available. If the immediate past President is no longer a Director, there shall be two members-at-large. Each

Regional Member may designate in writing an alternate regional member (“Alternate Member”) who must be the Behavioral or Mental Health Director of another County located in the Regional Member’s region. The Los Angeles region’s Alternate Member may be any person who is a Behavioral or Mental Health Deputy Director.

- 6.1.2 Executive Committee Elections and Terms – Elections of the Regional Members and the member(s)-at-large will take place simultaneously with the election of Officers. If possible, a member-at-large shall be an officer of CMHDA.
- 6.1.3 Meetings – The President may call meetings of the Executive Committee as required by business. A majority of the members of the Executive Committee is a quorum for the transaction of business. Such meetings will be duly noticed to all Directors and Alternate Directors, and all Directors and Alternate Directors may attend the meetings of the Executive Committee. The Secretary of the Board shall be responsible for minutes of the meetings and within five days of the Executive Committee’s adoption of the minutes, shall provide copies of such minutes to all Board Directors and Alternate Directors, and members of the public who have requested notice of such meetings. All meetings of the Executive Committee shall be conducted in accordance with the Ralph M. Brown Act (Government Code § 54950, et seq.). Meetings may be held virtually in compliance with applicable laws.
- 6.1.4 Authority - The Executive Committee shall have the same authority as that of the Board except for those items specifically reserved unto the Board in Section 4.1.3. Where a quorum of the Board is not present at a regular or special Board meeting, the Executive Committee shall have the same authority as that of the Board for all items on the agenda for that meeting, including items specified in Section 4.1.3. The Executive Committee may also exercise the authority delegated to it by a vote of the majority of the Board.
- 6.1.5 Removal for Lack of Attendance – The Executive Committee may, by a majority vote, remove any member of the Executive Committee who misses three or more Board and/or Executive Committee meetings in a fiscal year.
- 6.1.6 Vacancies – The President may appoint a Director to fill the remaining term of any vacant position on the Executive Committee subject to confirmation by the Board at the Board’s next regular or special meeting. All such appointees shall be entitled to serve as valid members of the Executive Committee unless and until the appointment is not ratified by the Board.

Section 6.2 - Nominating Committee

- 6.2.1. A nominating committee shall be appointed by the President and confirmed by the Board for the purpose of developing a slate of nominees for all Committees and the elections of Officers. The Nominating Committee shall consist of a minimum of three and a maximum of five members.
- 6.2.2. Any Director may nominate themselves, or any other Director, as a candidate for an Officer or Executive Committee member. All nominations shall be made in writing to the Board and received at least seven days before the first regular Board meeting of the fiscal year.

Additional candidate(s) may be nominated at the time of the meeting, provided the candidate(s) meet the applicable requirements set forth in Sections 5.4 and 6.1.

Section 6.3 – Finance Committee

- 6.3.1 The Finance Committee is established as a standing committee to oversee, review, and provide direction to the Authority’s Board of Directors regarding the Authority’s financial matters and investment programs.
- 6.3.2 The Finance Committee shall be composed of the Authority’s Treasurer who shall serve as Chair, and up to five voting members. Elections of the Committee members will take place simultaneously with the election of Officers. At least three of the Committee members shall be Directors or Alternate Directors. Two of the Committee members may be Chief Financial Officers of a Member of the Authority or other Member representative with fiscal expertise. All members shall be approved by the Board of Directors.
- 6.3.3 Each committee member may continue to serve until a replacement is named. New members (to fill vacancies or at the expiration of an existing member’s term) shall be appointed by the President and approved by the Board of Directors. The Treasurer’s term as Chair shall correspond to his or her term as Treasurer as provided in Article 5.
- 6.3.4 The Finance Committee shall have the following duties:
 - 6.3.4.1 Review the Authority’s financial policies and make recommendations for the Board’s approval.
 - 6.3.4.2 Review the proposed annual operating budget and present the budget to the Board for approval.
 - 6.3.4.3 Recommend guidelines and goals for the investment of the Authority’s funds to the Board of Directors.
 - 6.3.4.4 Review the status of the Authority’s investments.
 - 6.3.4.5 Other duties as authorized by the Board of Directors.

Section 6.4. – Audit Committee

- 6.4.1 The Board shall appoint a standing Audit Committee. Elections of the Committee members will take place simultaneously with the election of Officers. Notwithstanding the other provisions of these Bylaws, the Audit Committee shall have the following duties and composition:
- 6.4.2 It shall be the duty of the Audit Committee to:
 - 6.4.2.1 Recommend to the Board the retention and termination of the independent auditor;

- 6.4.2.2 Confer with the auditor to satisfy the committee members that the financial affairs of the Authority are in order;
 - 6.4.2.3 Review and determine whether to accept the audit;
 - 6.4.2.4 Pre-approve and monitor performance of any non-audit services to be provided by the auditing firm;
 - 6.4.2.5 Monitor and ensure the independent audit partner in charge is rotated in keeping with best practice; and
 - 6.4.2.6 Negotiate the compensation of the auditor on behalf of the Board.
- 6.4.2 The Audit Committee shall be composed of at least one person. Audit Committee members need not be Board Members. In addition, the composition of the Audit Committee shall be restricted as follows:
- 6.4.2.1 The Treasurer, Chief Financial Officer, paid staff, and anyone who does business or has any financial interest in any entity that does business with the Authority may not be on the Audit Committee but may be present for information as needed.
 - 6.4.2.2 Members of the Finance Committee must comprise less than fifty percent (50%) of the Audit Committee and the Chair of the Finance Committee may not serve on the Audit Committee as a voting member (may serve as ex officio).

Section 6.5 - Other Committees

- 6.5.1. At any time, the President may appoint an ad hoc committee.
- 6.5.2 The Board and the Executive Committee have the authority to add additional ad hoc committee(s) as deemed necessary.

ARTICLE 7 – FINANCIAL AUDIT

Section 7.1 - Audit Required

The Board shall cause to be made, by a qualified, independent individual or firm, an annual audit of the financial accounts and records of the Authority. By unanimous request of the Board, the audit may be conducted biennially-and cover a two-year period as permitted by Government Code section 6505, subdivision (f). The minimum requirements of the audit shall be those prescribed by State law.

Section 7.2 - Filing an Audit

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

Section 7.3 - Costs of Audit

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

ARTICLE 8 - FISCAL YEAR

Section 8.1 - Fiscal Year

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

ARTICLE 9 - BUDGET

Section 9.1 - Budget

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

ARTICLE 10 - ADMINISTRATION

Section 10.1 - Executive Director

10.1.1 The Board shall appoint the Authority's Executive Director. The Executive Director shall be responsible for the daily administration, management, human resources functions, and operation of the Authority's Programs. The Executive Director shall be subject to the direction and control of the Board and the Executive Committee and shall be compensated for services rendered to the Authority in such amount and manner as may be approved by the Board.

Section 10.2 – Authority of the Executive Director to Execute Contracts The Board or the Executive Committee may delegate authority to the Executive Director to execute contracts on behalf of the Authority, either as to particular contracts, or as to particular categories of contracts.

ARTICLE 11 – RESPONSIBILITIES OF THE MEMBER ENTITIES

Section 11.1 – Governing Documents

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

Section 11.2 – Timely Payment

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

Section 11.3 – Cooperation

11.3.1 Each Member shall provide the Authority with requested information and assistance in order to fulfill the Programs under this Agreement.

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

11.3.3 If a Member is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of the Agreement and pays in excess of its pro rata share in satisfaction of such judgment, such Member is entitled to contribution from each of the other Members that are parties to the Agreement. The pro rata share of each Member will be determined by its population as compared to the total population of all Members, based on the most recent census. The right of contribution is limited to the amount paid in satisfaction of the judgment in excess of the pro rata share of the Member so paying. No Member may be compelled to make contribution beyond its own pro rata share of the entire judgment.

Section 11.4 – Confidential Records

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

ARTICLE 12 - DEFAULTS AND EXPULSION FROM THE AUTHORITY

Section 12.1 - Events or Conditions of Default Defined

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

12.1.1.1 Failure by a Member to observe and/or perform any covenant, condition, or agreement under the Governing Documents;

12.1.1.2 Consistent failure to attend meetings, submit requested documents, or cooperate in the fulfillment of the Program objectives;

- 12.1.1.3 Failure to pay any amounts, including penalties and interest, due to the Authority for more than 30 days;
- 12.1.1.4 The filing of a petition applicable to the Member in any proceedings instituted under the provisions of the Federal Bankruptcy Code or under any similar act which may hereafter be enacted; or
- 12.1.1.5 Any condition of the Member which the Board believes jeopardizes the financial viability of the Authority.

Section 12.2 – Remedies on Default

12.2.1 Whenever any event of default referred to in Section 14.1 of this article shall have occurred, it shall be lawful for the Authority to exercise any and all remedies available pursuant to law or granted pursuant to the Agreement and these Bylaws. However, no remedy shall be sought for defaults, until the Member has been given 60 days written notice of default from the Board, except defaults under Sections 12.1.1.4 and 12.1.1.5.

12.2.2 Expulsion of a Member from the Authority:

- 12.2.2.1 The Board may expel from the Authority any Member that is in default, as defined in Section 14.1.1 of this Article.
- 12.2.2.2 Such expulsion shall be effective on the date prescribed by the Board, but not earlier than 60 days after written notice of expulsion has been personally served on or sent certified mail to the Member.
- 12.2.2.3 The expulsion of any Member from any Program shall not terminate the Member's responsibility to contribute its share of contributions or funds to any fund or Program created by the Authority, nor its responsibility to provide requested data. All current and past participants shall be responsible for their respective share of the expenses, as determined by the Executive Director, until all unpaid liabilities, covering the period of the participant's participation in the program have been finally resolved and a determination of the final amount of payments due by, or credit to, the participant for the period of its participation has been made.

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

Section 12.3 - No Additional Waiver Implied by One Waiver

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

ARTICLE 13 - EXECUTION OF CONTRACTS

Section 13.1 - Authorization by Board or Executive Committee

The Board or Executive Committee may authorize the Executive Director, any Officer or Officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Authority and such authorization may be general or confined to specific instances. Approval of a contract or Program by the Board or Executive Committee shall provide implied authority for the Executive Director to execute such contract or Program Participation Agreement(s) on behalf of the Authority. Unless so authorized by the Board or these Bylaws, no officer, agent, or employee shall have any power or authority to bind the Authority by any contract or to pledge its credit or to render it liable for any purpose or to any amount.

Section 13.2 – Directors and Officers Insurance

The Authority shall purchase insurance indemnifying the Directors, Officers, and Administrative staff for personal liabilities arising from the discharge of their duties to the Authority.

ARTICLE 14 - EFFECTIVE DATE

Section 14.1 - Effective Date and Supremacy

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

ARTICLE 15 - AMENDMENTS

Section 15.1 – Procedure to Amend

These Bylaws may be amended or repealed from time to time as provided in Section 4.1.3.

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