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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CALIFORNIA REGIONAL MENTAL HEALTH SYSTEM COALITION AND THE
COUNTY OF EL DORADO**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the California Regional Mental Health System Coalition (hereafter “Coalition”), a Joint Powers Authority, and the County of El Dorado (hereafter “County”), a member of the Coalition (hereafter, collectively, the “Parties”).

RECITALS

The purpose of the Coalition is to design, develop, operate and maintain a new automated system (the “System” and as defined further below) to support the business requirements for the administration of certain community mental health and substance abuse programs for the County of Amador, the County of Calaveras, the County of Colusa, the County of Del Norte, the County of El Dorado, the County of Glenn, the County of Inyo, the County of Modoc, the County of Mono, the County of San Benito, the County of Shasta, and any counties that are later added to the Coalition (hereafter “Counties”).

The Coalition is pursuing a replacement vendor or vendors (hereafter “Vendor(s)”) to obtain the necessary services and resources for the System.

After the Coalition selects the Vendor(s), the Coalition will enter into an agreement (hereafter “Agreement”) with each Vendor for the provision of equipment, software and services by the Vendor(s) to the Coalition and each of the Counties as necessary for the design, development, implementation and on-going operation and maintenance of the System.

The Agreement will set forth the requirements and obligations of the Coalition and the Vendor(s) as necessary for the timely and efficient implementation of the System.

The purpose of this MOU is to delineate the areas of understanding and agreement between the Coalition and the County with regard to the design, development, implementation and on-going operation and maintenance of the System and other areas of mutual interests in the fulfillment of the Coalition’s purpose, and the MOU is conditioned on the Coalition entering into the same MOU with the other member Counties of the Coalition.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

As used in this MOU, the following words and terms shall have the meanings described below:

1.1 “Coalition Staff”: Employees, contractors and agents, including employees contributed to the project by member counties, of the Coalition.

1.2 “Coalition’s Secretary”: The Secretary of the Coalition’s Board of Directors who is in charge of all records of the Coalition.

1.3 “Coalition’s Treasurer”: The Treasurer as designated in the Joint Exercise of Powers Agreement who is responsible for the depository, disbursements and accountability of all the accounts, funds and money and all records relating thereto.

1.4 “County Personnel”: County employees, contractors or agents who are responsible for task(s) necessary to the Project.

1.5 “County Project Manager”: That person responsible for day to day oversight of the Project on behalf of the County.

1.6 “County Site(s)”: The location(s) in the County for the equipment, software and Project Staff activities designated as necessary to the Project.

1.7 “Data”: The Coalition and County records, files, forms, and other information that will be processed on the System.

1.8 “Deliverables”: Products, including but not limited to equipment and software, provided to the Coalition and the County pursuant to the Agreement or otherwise necessary to the Project.

1.9 “Network”: The telecommunications lines, equipment, software, and services for transmitting Data and other information as required by the Project.

1.10 “Project”: The planned undertaking regarding the subject matter of the Agreement and the activities of the parties thereto.

1.11 “Project Director”: The individual chosen by the Coalition with responsibilities for the management of the Project for Coalition.

1.12 “Project Staff”: Vendor Staff, Coalition Staff, and County Personnel performing task(s) necessary to the Project.

1.13 “System”: The complete collection of the equipment, software and Network provided by Vendor(s) and accepted by the Coalition pursuant to the Agreement.

1.14 “Vendor Staff”: Employees, contractors and agents of Vendor(s) dedicated to the Project.

1.15 “Work Plan”: The plan and delineation of tasks, activities and events to be performed, Deliverables to be produced, and associated resource requirements with regard to the Project as accepted and agreed, subject to modification from time to time, by Vendor(s) and the Coalition.

2. COUNTY

2.1 Dedication of Personnel. The County, within its sole discretion, agrees to undertake best efforts to provide County Personnel to the Project as required by the Agreement, Work Plan or as otherwise necessary to Coalition's purpose. County Personnel provided to the Project or the Coalition under this provision may be subject to the oversight of the Coalition as to the schedule and manner of Project task(s) performed; however, in no case shall such oversight alter existing terms or conditions of an employment, contract or other legal relationship between County Personnel and County.

2.2 Access to County Site(s) and Facilities. County agrees to make available and provide access to County Site(s) and facilities to Project Staff as necessary for the implementation, operation and administration of the System in accord with the County's administrative and security rules and regulations. County reserves the right to refuse the Coalition Staff or Project Staff member access to County Site(s) or facilities where, in its sole discretion, the County determines that access should be refused or terminated for reasons of public health, welfare and safety or to avoid disruptions to County operations.

2.3 County's Liability for Negligence of Its Employees and Contractors. Except as to County Personnel dedicated to the Coalition on a "full time basis," as this term may be defined by further agreement between the County and the Coalition, County agrees to be individually liable for the negligence and willful misconduct of its employees, agents and contractors, including County Personnel contributed to the Project on a part-time or ad hoc basis. As to County Personnel contributed to the Project on a full time basis, County agrees to be jointly liable in the same proportion as the County's proportional share of the System funding, as provided in Section 7.2 of the Joint Exercise of Powers Agreement. Except as expressed by this provision, the County accepts no further liability either individually or collectively for the acts or omissions of the Coalition.

2.4 Release of Information to Coalition Treasurer. The County acknowledges that the Coalition Treasurer shall have an arrangement with a certified public accountant or firm as described in Section 3.3 of the Joint Exercise of Powers Agreement, and that arrangement shall set forth certain procedures for the disclosure of records of the County to the Coalition Treasurer, certified public accountant and the Project Director as the Coalition Treasurer deems necessary to resolve any funding, invoice, records, accounting or audit related Project issues. The County agrees to the best of its abilities to comply with these procedures and, further, shall cooperate with the Coalition and Coalition Treasurer in instituting acceptable modifications of these procedures as may be necessary from time to time.

3. COALITION

3.1 Compliance With County Rules. The Coalition agrees that all Project or other Coalition activities occurring at County Site(s) or facilities will occur in a manner consistent with the County's rules and regulations.

3.2 Risk of Loss for Project Deliverables. Until accepted by County under the procedures established by the Parties pursuant to Section 4.1, Coalition agrees that any risk of loss or damage for the Deliverables shall be borne solely by the Coalition.

3.3 Liability to County. The Coalition agrees to be liable for any loss, destruction or damage caused by the Coalition to County operations or property. Upon such loss, destruction, or damage, the County shall notify the Project Director and shall take all reasonable steps to protect against further loss, destruction, or damage caused by the Coalition.

3.4 Minimize Project Impact on County's Operations. The Coalition agrees to ensure that Project activities at County Site(s) and facilities shall be done in a manner that will minimize interference with the normal activities and operations of the County and shall keep County Site(s) and facilities safe, clean and orderly at all times.

3.5 Right to Use System Information and Data. The Coalition agrees that the County shall have rights equivalent to those of the Coalition in the Agreement in connection with all System information and Data developed, derived, documented, or furnished by the Coalition to the County upon notification by County to the Project Director as to the use of such System information and Data. Such Data shall include all results, technical information, and materials developed for and/or obtained by the Coalition and retained to fulfill its purpose, including, but not limited to, all reports, surveys, plans, charts, recordings (video and/or sound), pictures, drawings, analysis, source and object code, graphic representations, computer programs and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the Project. The County shall have no right, title or interest in or to Vendor's Confidential Information except to the extent permitted in the Agreement.

3.6 Cooperation With County Risk Management Assessment. The Coalition agrees to cooperate and share its records and information with the County as necessary for the County to conduct adequate risk of liability assessments and develop appropriate risk of liability management plans as to Project activities occurring at County Sites and facilities or otherwise in connection with the County.

4. MUTUAL RESPONSIBILITIES

4.1 Development of Procedures for Acceptance/Rejection of Deliverables. The Parties agree to develop and implement procedures for the timely acceptance or rejection of Deliverables by County as necessary for the Agreement, Work Plan or as otherwise necessary to the Project.

4.2 Ownership of Accepted Deliverables. The Parties agree that all rights, titles and interests to Deliverables accepted by County pursuant to the procedures developed as called for under Section 4.1, shall belong to the Coalition and shall not pass to the County except as otherwise agreed to by the Parties in writing.

4.3 Sharing of Business Records. Subject to Section 2.4, to ensure financial accountability of the Project by Coalition and County, the Parties agree to cooperate to disclose

to the other all business records, including, but not limited to, certified copies of records of all accounts, funds and moneys for the Project.

4.4 Access to Books and Records by Regulatory Agencies. The Parties agree to maintain and make available for inspection sufficient records, files and documentation necessary in the case of audit by the State, Federal, or other regulatory agency.

4.5 Dispute Resolution. The Parties shall use their reasonable best efforts to resolve disputes arising in the normal course of business at the lowest organizational level between the Party's staff with appropriate authority to resolve the disputes. When a dispute arises between the Coalition and the County that cannot be resolved in the normal course of business, the Project Director and County Project Manager shall each notify the other of the dispute, with the notice specifying the disputed issue(s). The Project Director and County Project Manager shall use their reasonable best efforts to resolve the dispute within five (5) business days of submission by either party to the other of such dispute notice. If the Project Director and the County Project Manager cannot resolve the disputed issue(s) within five business days, the matter shall be escalated to the Board of Directors of the Coalition for resolution.

4.6 No Alteration of Joint Exercise of Powers Agreement. The Parties agree that entering into this MOU or performing as provided hereunder shall not in anyway change the obligations, rights or authority of the Parties as set forth in the Joint Exercise of Powers Agreement establishing the Coalition between the Counties. Should any provision of this MOU conflict with any provision of the Joint Exercise of Powers Agreement, the provision of the Joint Exercise of Powers Agreement shall prevail.

5. TERM/TERMINATION MODIFICATIONS

5.1 Term. The MOU shall commence upon that date when executed by the Parties and the same MOU is executed between the Coalition and the other member Counties of the Coalition. The MOU shall remain in effect for a one year period, and shall continue in effect for successive one (1) year periods, unless terminated as specified herein below.

5.2 Termination of Coalition or County's Coalition Membership. The MOU shall immediately terminate upon the termination of the Coalition's Joint Powers Authority or County's membership in the Coalition's Joint Powers Authority, including if the County withdraws from the Coalition according to Section 6.2 of the Joint Exercise of Powers Agreement.

5.3 Debts and Liabilities Upon Termination. Should this MOU terminate as provided herein, the debts, liabilities, and/or obligations of the Coalition shall remain those of the Coalition.

5.4 Entire Agreement/Amendments. This MOU constitutes the entire MOU between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous MOU or other agreements of any kind or nature relating to the same shall be deemed merged herein. Except as provided herein, any modifications to, or termination of, this MOU must be in writing and signed by the Parties.

6. MISCELLANEOUS PROVISIONS

6.1 Notices. Written notices provided hereunder shall be sufficient if addressed to the offices listed below and shall be deemed given upon receipt or three days after deposit in the U.S. mail, first class, certified, postage prepaid.

If to County: El Dorado County Mental Health Department
Barry Wasserman, Interim Director
344 Placerville Drive, Suite 20
Placerville, CA 95667

If to the Coalition: California Regional Mental Health System
Coalition
c/o Chief Deputy Director
Glenn County Health Services
242 North Villa
Willows, CA 95988

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF EL DORADO

CALIFORNIA REGIONAL MENTAL
HEALTH SYSTEM COALITION

By Charlie Paine
Printed Name **CHARLIE PAINE**
Title CHAIRMAN
Date 9-27-05

By Cecilia Hutsell
Printed Name Cecilia Hutsell
Title Interim HSA Director
Date Jan. 30, 2006

ATTEST: CINDY KECK, Clerk
of the Board of Supervisors

By Cindy Keck
DEPUTY 09-27-05

JOINT EXERCISE OF POWERS AGREEMENT
OF
CALIFORNIA REGIONAL
MENTAL HEALTH SYSTEM COALITION

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JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made by and among the County of Amador, County of Calaveras, County of Colusa, County of Del Norte, County of El Dorado, County of Glenn, County of Inyo, County of Modoc, County of Mono, County of San Benito, and County of Shasta (individually, a "County," and collectively, the "Counties"), and is effective on the date when it has been approved by the Board of Supervisors for each Member of the Agreement.

RECITALS

Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code, permits two or more public agencies to enter into an agreement for the joint exercise of powers; and

Chapter 1 (commencing with Section 5600) of Part 2 of Division 1 of the California Welfare and Institutions Code is intended to organize and finance community mental health services for the mentally disordered in every county through locally administered and locally controlled community mental health programs; and

The Counties, to be known as the California Regional Mental Health System Coalition, desire to join together contractually to jointly exercise powers and create a Joint Powers Authority ("JPA") for the purpose of the design, development, implementation and on-going operation and maintenance of an automated mental health data and substance abuse system to be used by each of the Counties.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual promises and agreements herein contained, the Counties do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions.

"Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code.

"Agreement" means this Joint Exercise of Powers Agreement.

"Board" means the Board of Directors of the Coalition referred to in Section 2.4, which shall be the governing body of the Coalition.

"Bylaws" means the bylaws that are adopted by the Board for the conduct of its meetings and that are necessary for the purposes of this Agreement.

“Coalition” means the California Regional Mental Health System Coalition established pursuant to this Agreement.

“Director(s)” means the representatives of the Counties appointed to the Board pursuant to Section 2.4.

“Executive Committee” means the committee appointed by the Board pursuant to Section 4.1, which shall have the power to transact certain business between Board meetings.

“Fiscal Year” means the period from July 1st to and including the following June 30th.

“Member” means one of the individual Counties which is a party to this Agreement.

“Members” mean collectively the Counties which are parties to this Agreement.

“Secretary” means the Secretary of the Coalition appointed pursuant to Section 3.2.

“State” means the State of California.

“Treasurer” means the Treasurer of the Coalition appointed pursuant to Section 3.3.

ARTICLE II

GENERAL PROVISIONS REGARDING PURPOSE, CREATION AND OPERATION OF THE COALITION

Section 2.1 Purpose. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500, relating to the joint exercise of powers common to public agencies, in this case the Counties. These Counties each possess the powers referred to in the Recitals hereof. The purpose of this Agreement is to exercise such powers for the design, development, implementation and on-going operation and maintenance of an automated mental health data and substance abuse system to be used by each of the Counties.

Section 2.2 Term. The term of this Agreement shall begin upon the date when it has been approved by the Board of Supervisors for each and every Member and shall continue in full force and effect until terminated in accordance with Section 6.3.

Section 2.3 Creation of the Coalition. Pursuant to the Act, there is hereby created a public entity to be known as the “California Regional Mental Health System Coalition” (the “Coalition”). The Coalition shall be a public entity separate and apart from the Members and shall administer this Agreement.

Section 2.4 Board of Directors. The Coalition shall be governed and administered by a Board of Directors consisting of Directors appointed by each of the Members. All power of the Coalition shall reside in the Board.

Section 2.5 Meetings of the Board.

(a) Regular Meetings: The Board of Directors of the Coalition shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each quarter of every year. The date, hour and place of the regular meetings shall be fixed by action of the Board of Directors and may be contained in the Bylaws.

(b) Special Meetings: Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the California Government Code.

(c) Call, Notice and Conduct of Meetings: All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of The Ralph M. Brown Act (Section 54950, *et seq.*, of the California Government Code).

Section 2.6 Minutes. The Secretary shall cause minutes of the meetings of the Board to be kept and shall, as soon as reasonably possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

Section 2.7 Quorum; Required Votes; Approvals. A majority of the Board of Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the Directors present at any meeting at which a quorum is present shall be required to take any action by the Board.

Section 2.8 Bylaws. The Board shall adopt, from time to time, Bylaws. The Board may adopt, from time to time, additional resolutions, rules, regulations, and policies for the conduct of its meetings and as are necessary for the purposes hereof.

Section 2.9 Annual Budget. The Board shall adopt an annual budget for each Fiscal Year. The Bylaws may further provide for the presentation and content of the budget as well as an annual fiscal report by the Treasurer.

Section 2.10 Annual Operational and Fiscal Report. The Board shall cause an annual operational report and annual fiscal report to be prepared and provided to each Member.

Section 2.11 Insurance. The Board shall provide for insurance covering liability exposure in an amount as the Board determines necessary to cover risks of activities of the Coalition.

Section 2.12 Previous Joint Powers Agreement. This Agreement replaces and supercedes the previous California Mental Health Data System Microcomputer Users Association Joint Powers Agreement.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.1 Chairperson and Vice-Chairperson. The Board of Directors shall elect from among its members a Chairperson and Vice-Chairperson. Each such officer shall serve for a term of two (2) years. Elections for such officers shall be held each other year with terms running concurrently with the anniversary of the Coalition's Fiscal Year. The Chairperson shall sign all contracts on behalf of the Coalition, unless the Bylaws of the Coalition provide otherwise, and shall perform such other duties as may be assigned by the Board in the Bylaws. The Vice-Chairperson shall sign contracts and perform all of the Chairperson's duties in the absence of the Chairperson.

Section 3.2 Secretary. The Board of Directors shall appoint a Secretary to the Board. The Secretary shall serve at the pleasure of the Board. The Secretary shall countersign all contracts signed by the Chairperson or Vice-Chairperson on behalf of the Coalition, unless the Bylaws provide otherwise. The Secretary shall cause a notice of this Agreement to be filed with the California Secretary of State pursuant to Section 6503.5 of the Act and Section 53051 of the California Government Code. The Secretary shall be responsible to the Board for the calling, noticing and conduct of the meetings pursuant to The Ralph M. Brown Act (Section 54950, *et seq.*, of the California Government Code). The Board may further provide for the duties and responsibilities of the Secretary in the Bylaws.

Section 3.3 Treasurer. Pursuant to Section 6505.6 of the Act, the Board of Directors shall appoint an officer or employee of the Coalition as Treasurer of the Coalition. The Treasurer shall be the depository; shall have custody of all of the accounts, funds and money of the Coalition from whatever source; shall have the duties and obligations set forth in Sections 6505 and 6505.5 of the Act; and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Coalition. As provided in Sections 6505 and 6505.6 of the Act, the Treasurer shall make arrangements with a certified public accountant or firm of certified public accountants for the annual audit of accounts and records of the Coalition.

Section 3.4 Officers in Charge of Records, Funds and Accounts. Pursuant to Section 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Coalition and all records of the Coalition relating thereto. The Treasurer shall also file an official bond in accordance with Section 6505.1 of the Act. The Secretary shall have charge of, handle and have access to all other records of the Coalition.

Section 3.5 Legal Advisor. The Board of Directors shall appoint an attorney to serve as legal advisor and counsel to the Coalition.

Section 3.6 Other Employees. The Board shall have the power by adoption of Bylaws, resolutions or other official action to appoint and employ employees, consultants and independent contractors as may be necessary to achieve the purpose of this Agreement.

Section 3.7 Officers and Employees of the Coalition.

(a) All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, employees, volunteers and contractors of a public agency when performing their respective functions shall apply to the members of the Executive Committee and other officers, agents, employees, volunteers and contractors of the Coalition to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents, employees, volunteers and contractors under this Agreement.

(b) None of the officers, agents, employees, volunteers and contractors directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by any of the Counties or, by reason of their employment by the Board, to be subject to any of the requirements of the Members.

ARTICLE IV

COMMITTEES

Section 4.1 Executive Committee. The Board may designate and appoint an Executive Committee according to the voting provisions in Section 2.7. The Executive Committee shall consist of no fewer than three or greater than five Directors, and shall include the Chairperson, Secretary, and Treasurer. Subject to any limitations in the Bylaws or any limitation imposed by the Board, the Executive Committee shall have the power to transact all regular business of the Coalition between meetings of the Board. Actions taken by the Executive Committee shall be submitted for ratification by the Board at the next Board meeting after the action is taken.

Section 4.2 Creation of Other Committees. The Board may create additional committees of Directors and other individuals. Each committee must consist of two or more Directors, and may include other individuals, all of whom serve at the pleasure of the Board.

Section 4.3 Authority. No committee shall have the authority to:

- (a) Amend, alter, or repeal this Agreement or the Bylaws;
- (b) Elect, appoint, or remove any member of a committee or any Director or officer of the Coalition; or
- (c) Adopt a plan for the distribution of the assets of the Coalition not in the ordinary course of business.

Section 4.4 Term. Each member of a committee shall continue to serve as such until his or her successor is appointed, unless such member is removed or resigns from such committee, or unless such member ceases to qualify as a member thereof.

Section 4.5 Quorum. A majority of the members of a committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE V

POWERS

Section 5.1 General Powers. The Coalition shall exercise, in the manner herein provided, the powers which are common to each of the Members, or as otherwise permitted under the Act, and necessary to the accomplishment of the purpose, as provided in Section 2.1 of this Agreement.

Section 5.2 Specific Powers. The Coalition is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing general powers, including but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents, contractors, or employees;
- (c) to sue and be sued in its own name;
- (d) to incur debts, liabilities or obligations, provided that no such debt, liability, or obligation shall constitute a debt, liability or obligation of the Members;
- (e) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State;
- (f) to invest any money in the treasury pursuant to Section 6509.5 of the Act which is not required for the immediate necessities of the Coalition, as the Coalition determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code; and
- (g) to carry out and enforce all the provisions of this Agreement.

Section 5.3 Restrictions on Powers. Pursuant to Section 6509 of the Act, the above powers shall be subject to the restrictions upon the manner of exercising the power of one of the Members, which shall be designated as Glenn County.

Section 5.4 Obligations of the Coalition. The debts, liabilities and obligations of the Coalition shall not be the debts, liabilities and obligations of the Members.

ARTICLE VI

PARTIES

Section 6.1 Addition of New Members. Any county in the State which is not a Member and which desires to become a Member shall submit a written request to the Chairperson. The Board of Directors may approve or ratify this addition according to the voting provisions of Section 2.7. All new Members are subject to the approval of each Member's Board of Supervisors. If the request is approved by the Board and each Member's Board of Supervisors, an amendment to this Agreement adding the additional county as a new Member shall be executed by the additional county and the Coalition. A copy of the executed amendment shall be furnished by the new Member to the other Members. The Board shall determine the costs that the new Member shall pay for its addition to the Coalition and the prior developmental costs that the new Member shall pay. Previous Members shall receive credits towards future Coalition contributions in amounts determined by the Board for costs that are paid by new Members.

Section 6.2 Withdrawal.

(a) **Conditions.** Any Member desiring to withdraw from the Coalition may do so only if one of the following conditions is met:

(i) The request to withdraw is submitted to all the remaining Members on or before April 1st of the then current Fiscal Year. The requested withdrawal will be effective at the end of that Fiscal Year;

(ii) The request to withdraw is submitted to all the Members at least thirty (30) days prior to desired withdrawal date. In such a case, the withdrawal shall be effective only if consented to by a majority of the remaining Members; or

(iii) The request to withdraw is submitted to all the Members within thirty (30) days of the date on which notice is given to the withdrawing Member that the Coalition has entered into contractual relations with a vendor or vendors for the purposes described in Section 2.1. In such a case, the withdrawing Member shall be deemed not to be a Member of the Coalition for the purposes of the new vendor contract(s).

(b) **No Refund.** In the event any Member hereto terminates its participation in this Agreement except under the provisions of Section 6.3, no contributions or share of property held jointly by the Members hereto shall be refunded to such withdrawing Member at the time of withdrawal.

Section 6.3 Termination or Transfer.

(a) This Agreement shall be terminated after written notice thereof has been given to all other Members by a majority of the Members hereto; provided, however, that the Coalition shall continue to exist for the purpose of disposing of all liabilities, the distribution of assets and all other functions necessary to wind up its affairs.

(b) In the event the Board determines to transfer all or part of the Coalition's assets and liabilities to a successor joint powers authority or other legal entity, no disposition of net assets shall be made to any Member. Notwithstanding the vote of the Members, the Board shall remain in existence until provisions for the assignment and transfer of all assets, liabilities and functions of the Coalition to a successor joint powers authority or other legal entity have been completed.

(c) The provisions of this Section 6.3 shall supersede any provision to the contrary in this Agreement or in the Bylaws.

ARTICLE VII

CONTRIBUTIONS, ASSETS AND DISTRIBUTION UPON TERMINATION

Section 7.1 Contributions. The Members may: make contributions from their treasuries for the purpose set forth in Section 2.1; make payments of public funds to defray the cost of such purpose; make advances of public funds for such purpose; and/or use personnel, equipment or property in lieu of other contributions or advances. The provisions of Section 6512 of the Act are hereby incorporated into this Agreement by this reference:

§ 6512. Provision for return of surplus moneys

The agreement shall provide that after the completion of its purpose, any surplus money on hand shall be returned in proportion to the contributions made.

Section 7.2 System Funding. Each Member County hereby agrees to contribute to the Coalition a minimum cost basis and a proportion of its funding reimbursement according to the Member's Medi-Cal caseload as provided in California Welfare and Institutions Code Section 5720 for the purposes stated in Section 2.1 herein. The minimum cost basis and proportion of the reimbursement to be contributed by each Member will be determined by the Board. Changes to the minimum cost basis and proportion of the reimbursement to be contributed by each Member shall be made by the Board no more than once per year. Such changes shall be made on or before April 1st of the then current Fiscal Year, and shall be effective at the end of that Fiscal Year.

Section 7.3 Distribution of Assets Upon Termination. Upon termination of this Agreement and after resolution of all debts, liabilities and obligations, all property, both real and personal, of the Coalition shall be divided among the Members proportional to that Member's contributions provided under Section 7.2, except that any Member contributions provided under Section 7.1 herein shall be returned to the contributing Member.

ARTICLE VIII

INDEMNIFICATION

Section 8.1 Coalition Indemnification of Members. The Coalition shall, to the extent permitted by applicable law, indemnify, defend and hold harmless each of the Members and their

authorized officers, employees, agents, contractors and volunteers from any and all claims, actions, losses, damages and/or liability arising from the Coalition's acts, errors or omissions and for any costs or expenses incurred by the Member(s) on account of any claim therefor, except where such indemnification is prohibited by law.

Section 8.2 Member Indemnification. Pursuant to the provisions of California Government Code Section 895, *et seq.*, and except as provided in Section 8.1 herein, each Member agrees, to the extent permitted by applicable law, to defend, indemnify and hold harmless each other Member from any liability, claim, or judgment for injury or damages caused by any negligent or wrongful act or omission of any agent, contractor, volunteer, officer and/or employee of the indemnifying Member which occurs or arises out of the performance of this Agreement.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1 Notices. Notices hereunder shall be in writing and shall be sufficient if addressed to the offices listed below and shall be deemed given upon delivery in person, by a recognized courier, via facsimile, or when deposited with the U.S. Postal Service as first class certified mail, postage prepaid, return receipt requested:

If to Amador County:	County of Amador Jennifer Fahlenkamp 1001 Broadway, Suite 201 Jackson, CA 95642
If to Calaveras County:	Rita T. Downs Director Calaveras County Behavioral Health Services 891 Mountain Ranch Road San Andreas, CA 95249
If to Colusa County:	County of Colusa Dee Coggeshall 162 E. Carson Street Colusa, CA 95932
If to Del Norte County:	County of Del Norte Michael Miller, Director Mental Health and Drug & Alcohol 206 Williams Drive Crescent City, CA 95531

If to El Dorado County: El Dorado County Mental Health Department
Barry Wasserman, Interim Director
344 Placerville Drive, Suite 20
Placerville, CA 95667

If to Glenn County: County of Glenn
Cecilia Hutsell
242 North Villa
Willows, CA 95988

If to Inyo County: Inyo County Behavioral Health
Gail Zwier, Ph.D
162 J. Grove Street
Bishop, CA 93515

If to Modoc County: Phillip J. Smith, LCSW, Director
Modoc County Health Services
441 N. Main Street
Alturas, CA 96101

If to Mono County: Tom Wallace, HHS Director
Mono County Health and Human Services
P.O. Box 3329
Mammoth Lakes, CA 93546

If to San Benito County: County of San Benito
Alan Yamamoto
Maria Sanchez
1111 San Felipe Road, Ste 104
Hollister, CA 95023

If to Shasta County:

Don Kingdon, Ph.D., Director
Shasta County Mental Health
P.O. Box 496048
Redding, CA 96049-6048

If to the Coalition:

California Regional Mental Health System
Coalition
c/o Chief Deputy Director
Glenn County Health Services
242 North Villa
Willows, CA 95988

The Members and the Coalition may change the above addresses for notice purposes by written notice as provided above to each of the other Members and the Coalition. Such change of address shall be filed with the Coalition's Bylaws.

Section 9.2 Law Governing. This Agreement is made in the State of California under the constitution and laws of the State, and is to be so construed.

Section 9.3 Amendments. This Agreement may be amended at any time, or from time to time, by one or more supplemental agreements executed by mutual agreement of the Members hereto. All amendments are subject to the approval of each Member's Board of Supervisors.

Section 9.4 Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 9.5 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members, respectively. None of the Members may assign any right or obligation hereunder without the written consent of the other Members.

Section 9.6 Section Headings. All article and section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or defining or limiting the scope of any provision of this Agreement.

Section 9.7 Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be deemed an original for any purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

AMADOR COUNTY

Approved as to Form:

AMADOR COUNTY COUNSEL

By Richard M. Forster
Printed Name Richard M. Forster
Title Chairman
Date August 23, 2005

By Martin J. Shaver for
Printed Name John Hahn
Title County Counsel
Date August 23, 2005

CALAVERAS COUNTY

Approved as to Form:

CALAVERAS COUNTY COUNSEL

By _____
Printed Name _____
Title _____
Date _____

By _____
Printed Name _____
Title _____
Date _____

COLUSA COUNTY

Approved as to Form:

COLUSA COUNTY COUNSEL

By _____
Printed Name _____
Title _____
Date _____

By _____
Printed Name _____
Title _____
Date _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

AMADOR COUNTY

Approved as to Form:

AMADOR COUNTY COUNSEL

By _____
Printed Name _____
Title _____
Date _____

By _____
Printed Name _____
Title _____
Date _____

CALAVERAS COUNTY

Approved as to Form:

CALAVERAS COUNTY COUNSEL

By Victoria Erickson
Printed Name Victoria Erickson
Title Chair-Board of Supervisors
Date September 19, 2005

By James Jones
Printed Name JAMES JONES
Title County Counsel
Date Sept 7, 05

COLUSA COUNTY

Approved as to Form:

COLUSA COUNTY COUNSEL

By _____
Printed Name _____
Title _____
Date _____

By _____
Printed Name _____
Title _____
Date _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

AMADOR COUNTY

Approved as to Form:

AMADOR COUNTY COUNSEL

By _____
Printed Name _____
Title _____
Date _____

By _____
Printed Name _____
Title _____
Date _____

CALAVERAS COUNTY

Approved as to Form:

CALAVERAS COUNTY COUNSEL

By _____
Printed Name _____
Title _____
Date _____

By _____
Printed Name _____
Title _____
Date _____

COLUSA COUNTY

Approved as to Form:

COLUSA COUNTY COUNSEL

By Curtis R Brewer
Printed Name Curtis Brewer
Title Director Behavioral Health
Date August 30, 2005

By [Signature]
Printed Name Lenny Rodegerols
Title Colusa County Counsel
Date 8/30/05

DEL NORTE COUNTY

Approved as to Form:

DEL NORTE COUNTY COUNSEL

By _____
Printed Name _____
Title _____
Date _____

By _____
Printed Name _____
Title _____
Date _____

EL DORADO COUNTY

Approved as to Form:

EL DORADO COUNTY COUNSEL

By *James R. Sweeney*
Printed Name JAMES R. SWEENEY
Title First-Vice Chairman
Date 9-27-05

By *Louis B. Green*
Printed Name Louis B. Green
Title County Counsel
Date 4/25/06

of the Board of Supervisors
By *Cynthia Johnson*
DEPUTY

GLENN COUNTY

Approved as to Form:

GLENN COUNTY COUNSEL

By _____
Printed Name _____
Title _____
Date _____

By _____
Printed Name _____
Title _____
Date _____

INYO COUNTY

Approved as to Form:

INYO COUNTY COUNSEL

By _____
Printed Name _____
Title _____
Date _____

By _____
Printed Name _____
Title _____
Date _____

DEL NORTE COUNTY

Approved as to Form:

DEL NORTE COUNTY COUNSEL

By _____
Printed Name _____
Title _____
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By _____
Printed Name _____
Title _____
Date _____

EL DORADO COUNTY

Approved as to Form:

EL DORADO COUNTY COUNSEL

By _____
Printed Name _____
Title _____
Date _____

By _____
Printed Name _____
Title _____
Date _____

GLENN COUNTY

Approved as to Form:

GLENN COUNTY COUNSEL

By Cecilia Hutsell
Printed Name Cecilia Hutsell
Title Chief Deputy Director
Date 8/16/05

By Jean Rumiano
Printed Name Jean Rumiano
Title Interim County Counsel
Date 8-10-05

INYO COUNTY

Approved as to Form:

INYO COUNTY COUNSEL

By _____
Printed Name _____
Title _____
Date _____

By _____
Printed Name _____
Title _____
Date _____

DEL NORTE COUNTY

Approved as to Form:

DEL NORTE COUNTY COUNSEL

By _____
Printed Name _____
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Printed Name _____
Title _____
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EL DORADO COUNTY

Approved as to Form:

EL DORADO COUNTY COUNSEL

By _____
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Title _____
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By _____
Printed Name _____
Title _____
Date _____

GLENN COUNTY

Approved as to Form:

GLENN COUNTY COUNSEL

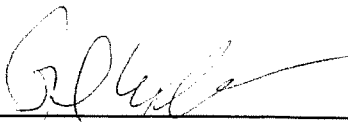
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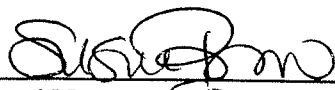
By _____
Printed Name _____
Title _____
Date _____

INYO COUNTY

Approved as to Form:

INYO COUNTY COUNSEL


By 
Printed Name Ted Williams
Title Chairperson, Inyo Co. Board of Supervisors
Date December 13, 2005

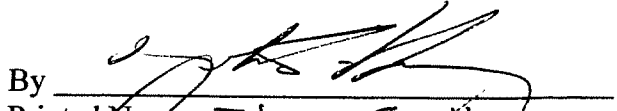
By 
Printed Name Susanne Parsons
Title Deputy County Counsel
Date 12/27/05

MODOC COUNTY

Approved as to Form:

MODOC COUNTY COUNSEL

By 
Printed Name Phillip J. Smith
Title LCSW, Director
Date 8/25/05

By 
Printed Name John S. Kenny
Title County Counsel
Date _____

MONO COUNTY

Approved as to Form:

MONO COUNTY COUNSEL

By _____
Printed Name _____
Title _____
Date _____

By _____
Printed Name _____
Title _____
Date _____

SAN BENITO COUNTY

Approved as to Form:

SAN BENITO COUNTY COUNSEL

By _____
Printed Name _____
Title _____
Date _____

By _____
Printed Name _____
Title _____
Date _____

SHASTA COUNTY

Approved as to Form:

SHASTA COUNTY COUNSEL

By _____
Printed Name _____
Title _____
Date _____

By _____
Printed Name _____
Title _____
Date _____

MODOC COUNTY

Approved as to Form:

MODOC COUNTY COUNSEL

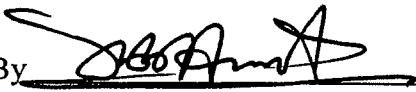
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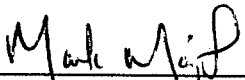
By _____
Printed Name _____
Title _____
Date _____

MONO COUNTY

Approved as to Form:

MONO COUNTY COUNSEL

By 
Printed Name M. B. HUNT
Title BOARD CHAIR
Date 11-1-05

By 
Printed Name MARK MAGIS
Title ASSISTANT COUNTY COUNSEL
Date 10/14/2005

SAN BENITO COUNTY

Approved as to Form:

SAN BENITO COUNTY COUNSEL

By _____
Printed Name _____
Title _____
Date _____

By _____
Printed Name _____
Title _____
Date _____

SHASTA COUNTY

Approved as to Form:

SHASTA COUNTY COUNSEL

By _____
Printed Name _____
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By _____
Printed Name _____
Title _____
Date _____

MODOC COUNTY

Approved as to Form:

MODOC COUNTY COUNSEL

By _____
Printed Name _____
Title _____
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By _____
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Title _____
Date _____

MONO COUNTY

Approved as to Form:

MONO COUNTY COUNSEL

By _____
Printed Name _____
Title _____
Date _____

By _____
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Title _____
Date _____

SAN BENITO COUNTY

Approved as to Form:

SAN BENITO COUNTY COUNSEL

By _____
Printed Name _____
Title _____
Date _____

By _____
Printed Name _____
Title _____
Date _____

SHASTA COUNTY

Approved as to Form:

SHASTA COUNTY COUNSEL

By *Patricia A. Clarke*
Printed Name PATRICIA A. CLARKE
Title CHAIRMAN, BOARD OF SUPERVISORS
Date FEB 28 2006

By *[Signature]*
Printed Name JOHN L. LOOMIS
Title SENIOR DEPUTY CO. COUNSEL
Date 12/22/05

Don Kingdon
DON KINGDON, Ph.D., Director
Shasta County Mental Health

APPROVED
RISK MANAGEMENT
[Signature] 12/25/05
Jonathan P. Hill

CEL

BYLAWS
OF
CALIFORNIA REGIONAL
MENTAL HEALTH SYSTEM COALITION

Adopted effective _____.

Amendments are listed on page ii.

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**CALIFORNIA REGIONAL
MENTAL HEALTH SYSTEM COALITION**

AMENDMENTS

Date of Amendment	Article	Effect of Amendment
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[Fill in table]

**BYLAWS
OF
CALIFORNIA REGIONAL
MENTAL HEALTH SYSTEM COALITION**

PURPOSE

The California Regional Mental Health System Coalition (the "Coalition") Counties have created a Joint Powers Authority ("JPA") for the purpose of the design, development, implementation and on-going operation and maintenance of automated mental health systems for each County. The systems will be used by the Counties to manage the programs for which they are responsible.

**ARTICLE I
BOARD OF DIRECTORS**

The functions of the Board of Directors (the "Board") are contained in the Coalition Joint Exercise of Powers Agreement (the "Agreement").

**ARTICLE II
BOARD PROCEDURES**

Section 2.1 Regular Meetings. Regular meetings of the Coalition Board of Directors shall be held on the second Thursday of each month. All regular meetings of the Board shall commence at 2:30 p.m. Pacific Time.

Section 2.2 Meeting Place. Regular meetings of the Board of Directors shall be held at 2125 19th Street, 2nd Floor, Sacramento, California or by conference call. Closed sessions shall be held in the same room or by conference call unless the Chairperson of the Board designates another location.

Section 2.3 Order of Business. The regular order of business of the Board shall be:

- (a) Agenda of the Board;
- (b) Closed Session; and
- (c) Adjournment.

Section 2.4 Chairperson and Vice-Chairperson. A Chairperson and a Vice-Chairperson shall be elected in accordance with procedures in the Agreement. The Chairperson of the Board shall preserve order and decorum and shall decide questions of order subject to appeal to the Board. In the Chairperson's absence, the Vice-Chairperson shall act as Chairperson. All documents approved by the Board which require a signature shall be signed by the Chairperson or, in his/her absence, the Vice-Chairperson.

Section 2.5 Questions of Law. All questions of law shall be referred to Counsel designated in the Agreement for opinion. All contracts and contract amendments shall be referred to such Counsel for approval as to form.

Section 2.6 Preparation of Agenda and Fair Statement. An agenda shall be prepared by the Secretary to the Board, or his/her designee(s), for each meeting of the Board and shall contain a brief general description of each item of business to be transacted or discussed at the meeting. The agenda shall specify the time and location of the regular meeting and shall be posted at least 72 hours before the meeting in a location that is freely accessible to members of the public. The Chairperson of the Board of Directors, or his/her designee(s), should approve agenda items before agenda items are placed on the agenda by the Secretary of the Board. The Secretary of the Board, or his/her designee(s), shall prepare a fair statement of proceedings of meetings of the Board of Directors.

Section 2.7 Agenda Procedure. Except as otherwise provided herein, any matter to be presented to or acted upon by the Board of Directors at a regular meeting must be filed in the Office of the Secretary of the Board of Directors not later than 10:00 a.m. Friday preceding the Thursday meeting. Unless so filed, the matter will not be considered by the Board of Directors until the next succeeding meeting of the Board; provided, however, that with the consent of the Chairperson, or his/her designees, a matter may be placed on the agenda at any time prior to 72 hours before the regular meeting. No action shall be taken on any item not appearing on the posted agenda; provided, however, the Board may take action on items of business not appearing on the posted agenda under any of the following conditions:

(a) Upon determination by a majority vote of the Board that an emergency situation exists, as defined in Section 54956.5 of the Government Code.

(b) Upon a determination by a two-thirds (2/3) vote of the Board, or if less than two-thirds (2/3) of the Board members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the responsible staff subsequent to the posting of the agenda.

(c) The item was posted on the agenda for a prior meeting of the Board occurring not more than five (5) calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

Section 2.8 Referrals. Any matter coming before the Board may, if deemed necessary, be referred to the JPA staff concerned therewith.

Section 2.9 Reconsideration. At the same meeting or at the meeting succeeding that at which a final vote on any question has been taken, such vote may be reconsidered on the motion of any member of the Board, if notice of intention to move such reconsideration has been given at the meeting at which such final vote was taken by a member voting with the majority.

Section 2.10 Addressing the Board. Any member of the public may address the Board: (a) on an agenda item before or during the Board's consideration of the item, and (b) on any matter not on the Agenda that is within the subject matter jurisdiction of the Board at the time provided on the agenda for public comment. The person wishing to address the Board shall,

Davis Wright Tremaine LLP
SEATTLE OFFICE

MEMORANDUM

TO: California Regional Mental Health System Coalition

FROM: Rich Wyde

DATE: July 25, 2005

RE: California Regional Mental Health System Coalition Task List

Below is a list of suggested tasks that the California Regional Mental Health System Coalition (the "Coalition") and Coalition members should consider in order to proceed with establishing the Coalition Joint Powers Authority.

I. COUNTY TASKS

- A.** Review the documents carefully to make sure the information is correct and the parties understand their responsibilities.
- B.** Acquire approval of the County Board of Supervisors.
- C.** Have the appropriate County official and County Counsel sign the Joint Exercise of Powers Agreement and the Memorandum of Understanding. Send the original signed documents to the Coalition notice address and retain copies of the signed documents.

II. COALITION TASKS

- A.** Elect a Chairperson and Vice-Chairperson.
- B.** Appoint a Secretary, who shall cause notice of the Joint Exercise of Powers Agreement (the "Agreement") to be filed with the California Secretary of State in accordance with the Agreement.
- C.** Appoint a Treasurer, who shall make arrangements for audits and file an official bond in accordance with the Agreement.
- D.** Appoint a Legal Advisor.
- E.** Adopt Bylaws, which shall be certified by the Secretary.
- F.** Appoint Executive Committee members in addition to the Chairperson, Secretary, and Treasurer, if there shall be any additional Executive Committee members.

- G. Appoint or employ additional committees, employees, consultants, or independent contractors, as necessary.**



Davis Wright Tremaine LLP

ANCHORAGE BELLEVUE LOS ANGELES NEW YORK PORTLAND SAN FRANCISCO SEATTLE SHANGHAI WASHINGTON, D.C.

RICHARD S. WYDE
DIRECT (206) 628-7796
richwyde@dwt.com

2600 CENTURY SQUARE
1501 FOURTH AVENUE
SEATTLE, WA 98101-1688

TEL (206) 622-3150
FAX (206) 628-7699
www.dwt.com

August 10, 2005

Dear El Dorado County Board of Supervisors:

This letter provides an overview of the proposed California Regional Mental Health System Coalition (the "Coalition") and the documents under which the Coalition will operate. The Coalition is comprised of 11 counties, including El Dorado County, that propose to join together to purchase and utilize a new automated system for the administration of mental health and substance abuse programs. (Attached is a list of the counties in the Coalition). The current automated system that the counties are using is out of date and will soon be obsolete. The counties propose to form a Joint Powers Authority that will function as a separate entity from the counties as provided by California law. The Joint Powers Authority will allow the counties to share the costs of purchasing, implementing and maintaining the new system. The Coalition will replace the current Mental Health Data System Microcomputer Users Association. Staff for each of the Coalition counties have negotiated and agreed on a Joint Exercise of Powers Agreement, Bylaws, and Memoranda of Understanding that describe the responsibilities of the parties and the operation of the new Joint Powers Authority. These documents are included with this letter.

The proposed Joint Exercise of Powers Agreement (the "Agreement") for the Coalition describes the structure, funding, powers and liabilities of the Coalition. The Agreement also explains how Counties can join and withdraw from the Coalition. The proposed Agreement differs from the current Mental Health Data System Microcomputer Users Association Joint Powers Agreement in that it describes more explicitly that the Coalition will function as a separate entity from the individual counties, both legally and administratively. These provisions are intended to limit the liability of the individual counties for the acts of the Coalition and to separate the administration of the Coalition from the administration of the individual counties.

The Coalition Bylaws describe the procedures for the meetings and other functions of the Coalition Board of Directors.

Each county in the Coalition will also sign a separate Memorandum of Understanding ("MOU") between the county and the Coalition. The MOU sets forth areas of understanding

El Dorado County Board of Supervisors
August 10, 2005
Page 2

between the county and the Coalition regarding personnel, liability, ownership of deliverables, access to information, and termination issues.

If I can answer any questions or provide any further information regarding the attached documents, please do not hesitate to contact me.

Very truly yours,

Davis Wright Tremaine LLP

Richard S. Wyde

El Dorado County Board of Supervisors
August 10, 2005
Page 3

California Regional Mental Health System Coalition Counties

Amador County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Inyo County
Modoc County
Mono County
San Benito County
Shasta County