

MENTAL HEALTH AMERICA
AFFILIATION AGREEMENT



This affiliation agreement is entered into this day of [DATE], by and between Mental Health America, hereinafter referred to as MHA, and the [AFFILIATE NAME], hereinafter referred to as the Affiliate.

A. VISION, MISSION AND PURPOSES

Mental Health America envisions a just, humane and healthy society in which all people are accorded respect, dignity and the opportunity to achieve their full potential through meaningful social inclusion that is free from discrimination. MHA's mission is to promote mental health, to prevent mental and substance use conditions and to achieve victory over mental illnesses and addictions through advocacy, education, research and service. The purposes of MHA are to work for wellness, mental health and victory over mental and substance use conditions through the development of a coordinated citizens' voluntary movement; to advocate for the improved care and treatment of persons with mental and substance use conditions; to advocate for improved methods and services in research, prevention, detection, diagnosis and treatment of mental and substance use conditions; to educate the public about mental and substance use conditions and their causes and treatments; and to fight stigma and prejudice and promote social justice and recovery from mental and substance use conditions.

B. MHA DUTIES

MHA, through its National Office, agrees:

1. to work toward increasing the awareness of MHA and the Affiliate among the general public;
2. to assure that any membership or donor address list supplied by the Affiliate shall be used by MHA exclusively for MHA communications, for solicitation of membership in the Clifford Beers Society and in MHA and for other solicitations in which the Affiliate has a 50% net revenue share; and to assure that MHA will not sell the list to any other organization or use it for any other solicitation purpose without the knowledge and agreement of the Affiliate.
3. to advocate for national public policy consistent with its mission and purposes, to keep the Affiliate informed about these activities, and to provide opportunities for the Affiliate's participation in national public policy development and advocacy;
4. to provide support to the Affiliate through policy development and dissemination, communications about current national and state challenges and developments, legislative updates, toolkits and other topical materials, and resources, which promote and support diversity, equity, inclusion and access, technical assistance, and training, as well as organizational, programmatic, and public policy models, based on an annual work program reflective of need and available resources;

5. to provide and support a path to racial equity by providing guidance on self-assessment for affiliates working to achieve racial equity both internally and externally;
6. to conduct an annual meeting of the MHA National Delegate Assembly;
7. to offer the Affiliate opportunities for input into the operation of MHA;
8. to complete an evaluation of the Affiliate at the expiration of this agreement;
9. to provide a formal charter designating the Affiliate as an affiliate of MHA;
10. to grant to the Affiliate a non-exclusive license, for the term of this agreement and subject to its terms, to use MHA's affiliate service mark, subject to the terms and restrictions of MHA's Graphic Standards Manual, <https://arc.mhanational.org/sites/default/files/Graphic%20Standards.pdf>;
11. in the case of a chartering affiliate, to permit the Affiliate to sublicense such affiliate service mark to its charteree affiliates operating in the territory of the Chartering Affiliate, with the use of the service mark by such sublicensees to be governed by the same rules and procedures as those which govern the Affiliate and subject to strict Affiliate compliance and enforcement; and
12. to grant to the Affiliate the right to reproduce and use copyrighted materials produced by MHA, conditioned on attribution of such materials to MHA.

C. AFFILIATE DUTIES

The undersigned Affiliate agrees:

1. to promote and work toward the accomplishment of the MHA Vision, Mission and Purposes;
2. to advocate for public policies in keeping with the MHA Vision, Mission and Purposes through leadership, partnerships, and/or participation in coalitions;
3. to implement the specific expectations of MHA established during the affiliation/re-affiliation process;
4. to adhere to the affiliate standards of MHA, and to accept guidance from the reader's guide to the standards, <https://www.mhanational.org/standards-affiliation>;
5. to work toward increasing the awareness of MHA and the Affiliate among the general public by establishing and maintaining a visible, positive image for the Affiliate;

6. to use the words: “An affiliate of Mental Health America” and the MHA service mark immediately below the Affiliate name and logo on its letterhead, website, publications, newsletters, signs, and all other material distributed or displayed to the public, in accordance with the MHA Graphic Standards Manual, located at: <https://arc.mhanational.org/sites/default/files/Graphic%20Standards.pdf>;
 - a) On the Affiliate's website, the phrase “An affiliate of Mental Health America” and the MHA service mark shall appear on the homepage in the visible area above the fold/scroll line. The MHA service mark shall be linked to MHA’s homepage: <https://mhanational.org/>;
7. to conduct financial operations and maintain records of fundraising costs and revenues in accordance with Generally Accepted Accounting Principles endorsed by the Financial Accounting Standards Board, <https://fasab.gov/accounting-standards/> and to disclose such information on its IRS Form 990, which shall be sent promptly to MHA upon filing with the federal government.
8. to meet the Charity Accountability Standards set by the Better Business Bureau, <http://www.give.org/for-charities/How-We-Accredit-Charities/>;
9. to engage its staff, governing board and volunteers in the development, endorsement and implementation of a statement, guiding principles, and action plan related to racial and cultural equity and linguistic competence;
10. to create a staff, board, volunteers, programs and resources that represent and respond to the diversity of the community that it serves;
11. to pay an annual affiliation fee to the Association, based on the formulas and policies adopted by MHA;
12. to designate and properly certify delegates or proxies to represent it at annual meetings of the MHA National Delegate Assembly;
13. to annually conduct a *May is Mental Health Month* public education campaign utilizing the theme and materials provided by MHA;
14. to complete and submit to MHA a self-evaluation when requested by MHA;
15. to disseminate information about the Affiliate and the MHA movement to its membership and other interested parties no less often than annually;
16. to ensure that an adequate mental health and substance use state or community needs survey is completed every three years; and create equitable opportunities for populations served;
17. to use its reasonable efforts to ensure that adequate evidence-based or promising mental health and substance use disorder programs are established or promoted to meet the needs

- of the state or community; recognize and eliminate ~~exist~~ any inequities in practices, processes, programs and services and report on organization success;
18. to plan and implement public education and media efforts in partnership with the other parts of the MHA network, and to ensure that all materials are consistent with the messages and principles of the MHA movement;
 19. to provide input, feedback and perspective within the MHA network to help shape the direction and development of the MHA movement;
 20. to supply contact information for the Affiliate, or in the case of a Chartering Affiliate, the Affiliate and its charterees, at least once a year;
 21. in the case of a Chartering Affiliate, to conduct periodic affiliation reviews to enforce the Mental Health America Standards for Affiliates, as amended, for each of its charterees and demonstrate such review and enforcement at the time of reaffiliation of the Chartering Affiliate.
 22. to enter into and maintain current agreements or other arrangements clarifying the responsibilities of the Chartering Affiliate and its charterees, and provide copies of such agreements at the time of reaffiliation with MHA
 23. to work with and support any other affiliates within the state to maximize the impact of programs, to ensure effective communication, and to enhance volunteer and staff training and development;
 24. in case of disaffiliation with MHA or dissolution as a corporation, to surrender its charter and affiliation documents, to cease using the name “Mental Health America” and the related logo and service mark, to pay off any remaining sums due to MHA, and in the event of dissolution, to donate any remaining assets to serve the mental health needs of the same or a similar geographic area.

D. GENERAL

1. This agreement will be in existence for a period of [NUMBER OF YEARS] from the date first above written and may be renewed for additional periods upon the completion of a self-evaluation, demonstrating the implementation of the minimum standards and the approval of both the Affiliate’s Board of Directors and MHA’s Board of Directors.
2. This agreement may be terminated by MHA prior to the stated expiration date if the Affiliate has not complied with the requirements of this affiliation agreement, by giving sixty (60) days notice to the Board of Directors of the Affiliate.
3. This agreement may be terminated by the Affiliate by giving sixty (60) days notice to MHA.

4. Termination shall not release either party from any financial obligation or liability then existing, except that the accrual of new affiliation fees shall cease at the end of the sixty (60) day period referred to above.
5. The Affiliate agrees to indemnify, defend and hold MHA harmless from and against all claims, demands, damages, liabilities, and injuries arising from or relating to the actions or inactions of the Affiliate's officers, directors, agents, and employees.
6. MHA agrees to indemnify, defend and hold the Affiliate harmless from and against all claims, demands, liabilities, and injuries arising from or relating to the actions of MHA's officers, directors, agents, and employees.

AUTHORIZATIONS AND APPROVALS

[AFFILIATE NAME]

Mental Health America

Signature of Authorized Officer

Signature of Authorized Officer

Name of Authorized Officer

Name of Authorized Officer

Title of Authorized Officer

Title of Authorized Officer

Date

Date