

www.tricitymhs.org

Tri-City Mental Health Services
Administration Office
1717 North Indian Hill Boulevard, Suite B,
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Founded by Pomona, Claremont, and La Verne
in 1960



Robin Carder (La Verne), Chair
Jed Leano (Claremont), Vice-Chair
Carolyn Cockrell (La Verne), Board Member
Nora Garcia (Pomona), Board Member
Elizabeth Ontiveros-Cole (Pomona), Board Member
Ronald T. Vera (Claremont), Board Member
Vacant (Pomona), Board Member

GOVERNING BOARD AGENDA

WEDNESDAY, OCTOBER 21, 2020

5:00 P.M.

MEETING LOCATION

Pursuant to California Governor's Executive Order N-29-20 (Paragraph 3), adopted as a response to mitigating the spread of Coronavirus (COVID-19), the Governing Board is authorized to hold its public meetings via teleconference and the public seeking to observe and to address the Governing Board may participate telephonically or otherwise electronically. Therefore, this meeting will be held via teleconference. The locations from where the Board Members are participating are not listed on the agenda and are not accessible to the public.

To join the Governing Board meeting click on the following link:

https://webinar.ringcentral.com/webinar/register/WN_-koPJ69DQ4-OOEFivHShmQ

**Or you may call: 1 (720) 902-7700
Webinar ID: 149 531 4515**

Public Participation. Section 54954.3 of the Brown Act provides an opportunity for members of the public to address the Governing Board on any item of interest to the public, before or during the consideration of the item, that is within the subject matter jurisdiction of the Governing Board. Therefore, members of the public are invited to speak on any matter on or off the agenda.

The public can make a comment during general public comments or on a specified agenda item by leaving a voice mail message at (909) 451-6421 or by writing an email to molmos@tricitymhs.org. All voice mail messages and emails received by 3:30 p.m. will be read into the record at the appropriate time. No action shall be taken on any item not appearing on the Agenda. The Chair reserves the right to place limits on duration of comments.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by Tri-City Mental Health Authority to all or a majority of the Tri-City Governing Board less than 72 hours prior to this meeting are available for public inspection at <http://www.tricitymhs.org>

CALL TO ORDER

Chair Carder calls the meeting to Order.

ROLL CALL

Board Member Cockrell, Board Member Garcia, Board Member Ontiveros-Cole, Board Member Vera; Vice-Chair Leano; and Chair Carder.

POSTING OF AGENDA

The Agenda is posted 72 hours prior to each meeting on the Tri-City's website: <http://www.tricitymhs.org>

CONSENT CALENDAR**1. APPROVAL OF MINUTES FROM THE SEPTEMBER 16, 2020 GOVERNING BOARD REGULAR MEETING**

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of September 16, 2020.”

2. APPROVAL OF RESOLUTION NO. 551 ADOPTING TEMPORARY EXPANSION OF THE VACATION AND COMPENSATORY CASH OUT POLICY AND PROCEDURE NO. I.17 EFFECTIVE FISCAL YEAR 2020-22

Recommendation: “A motion to adopt Resolution No. 551 establishing a Temporary Expansion of Vacation and Compensatory Cash-Out Policy No. I.17 for Fiscal Year July 1, 2020 through June 30, 2021.”

NEW BUSINESS**3. APPROVAL OF RESOLUTION NO. 552 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH RKA CONSULTING GROUP FOR ENGINEERING SERVICES IN THE AMOUNT OF \$43,025 IN CONNECTION WITH THE THERAPEUTIC COMMUNITY GARDEN PROJECT AT 2008 N. GAREY AVENUE IN POMONA, CA**

Recommendation: “A motion to adopt Resolution No. 552 authorizing the Executive Director to enter into an Agreement with RKA Consulting Group in the sum of \$43,025.”

4. APPROVAL OF RESOLUTION NO. 553 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH WITHERS & SANDGREN, LTD. FOR LANDSCAPE ARCHITECT DESIGN AND SPECIFICATION SERVICES IN THE AMOUNT OF \$17,400.00 FOR THE THERAPEUTIC COMMUNITY GARDEN PROJECT AT 2008 N. GAREY AVENUE IN POMONA, CA

Recommendation: “A motion to adopt Resolution No. Resolution No. 553 authorizing the Executive Director to enter into an Agreement with Withers & Sandgren, Ltd in the sum of \$17,400.00.”

- 5. APPROVAL OF RESOLUTION NO. 554 AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A THREE-YEAR AGREEMENT WITH CENTRESCAPES, INC FOR LANDSCAPE MAINTENANCE SERVICES FOR FISCAL YEARS ENDING JUNE 30, 2021, 2022 AND 2023, IN THE AMOUNT OF \$81,486.00, WITH AN OPTION TO EXTEND TWO ADDITIONAL YEARS**

Recommendation: “A motion to award the Agreement for Landscape Maintenance Services to CentreScapes, Inc and adopt Resolution No. 554 authorizing the Executive Director to execute a Three-Year Agreement with CentreScapes, Inc for Fiscal Years Ending June 30, 2021, 2022 and 2023, in the amount of \$81,486.00, with an option to extend two additional years, totaling \$137,990 for five years.”

- 6. APPROVAL OF RESOLUTION NO. 555 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A NON-BINDING MEMORANDUM OF UNDERSTANDING WITH RESTORE NEIGHBORHOODS LA AND GENESIS LA TO DEVELOP 15 UNITS OF COMBINED AFFORDABLE AND PERMANENT SUPPORTIVE HOUSING IN TCMHA PROPERTY LOCATED AT 956 W. BASELINE ROAD IN CLAREMONT, CALIFORNIA.**

Recommendation: “A motion to adopt Resolution No. 555 Authorizing a non-binding MOU with RNLA and GLA to develop 15 Units of combined affordable and permanent supportive housing at Tri-City’s property located at 956 W. Baseline Road in Claremont, CA.”

- 7. APPROVAL OF RESOLUTION NO. 556 AUTHORIZING THE PURCHASE OF COMPUTER HARDWARE AND ACCESSORIES FOR 80 STAFF MEMBERS FROM INSIGHT PUBLIC SECTOR, INC. IN THE AMOUNT OF \$166,714.50**

Recommendation: “A motion to adopt Resolution No. 556 Authorizing the purchase of Computer Hardware and Accessories from Insight Public Sector, Inc. in the amount of \$166.714.50.”

- 8. APPROVAL OF RESOLUTION NO. 557 AUTHORIZING AN AMENDMENT TO FISCAL YEAR 2020-21 BUDGET BY INCREASING CONSULTING SERVICES IN THE AMOUNT OF \$85,000 AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A 12-MONTH AGREEMENT WITH BRAND PURPOSE, LLC IN THE AMOUNT OF \$127,500**

Recommendation: “A motion to adopt Resolution No. 557 approving a marketing Agreement with Brand Purpose, LLC; amending its Fiscal Year 2020-21 Budget by Increasing Consulting Services in the amount of \$85,000; and authoring the Executive Director to execute the Agreement.”

MONTHLY STAFF REPORTS

9. **TONI NAVARRO, EXECUTIVE DIRECTOR REPORT**
10. **DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT**
11. **NANCY GILL, CHIEF OPERATIONS OFFICER REPORT**
12. **ANGELA IGRISAN, CHIEF CLINICAL OFFICER REPORT**
13. **SEYAM TEIMOORI, MEDICAL DIRECTOR REPORT**
14. **RIMMI HUNDAL, DIRECTOR OF MHSA AND ETHNIC SERVICES REPORT**
15. **NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT**

Recommendation: “A motion to receive and file the month of October staff reports.”

GOVERNING BOARD COMMENTS

Members of the Governing Board may make brief comments or request information about mental health needs, services, facilities, or special problems that may need to be placed on a future Governing Board Agenda.

PUBLIC COMMENT

The public can make a comment during general public comments or on a specified agenda item by leaving a voice mail message at (909) 451-6421 or by writing an email to molmos@tricitymhs.org. All voice mail messages and emails received by 3:30 p.m. will be read into the record at the appropriate time. No action shall be taken on any item not appearing on the Agenda. The Chair reserves the right to place limits on duration of comments.

ADJOURNMENT

The next Regular Meeting of the Governing Board will be held on **Wednesday, November 18, 2020 at 5:00 p.m.**, via teleconference due to the COVID-19 pandemic.

MICAELA P. OLMOS
JPA ADMINISTRATOR/CLERK



MINUTES

REGULAR MEETING OF THE GOVERNING BOARD SEPTEMBER 16, 2020 – 5:00 P.M.

The Governing Board held on Wednesday, September 16, 2020 at 5:03 p.m. its Regular Meeting Via Teleconference pursuant to California Governor Newsom Executive Order N-25-20 wherein he suspended certain provisions of the Brown Act to allow the continuation to hold meetings without gathering in a room in an effort to minimize the spread and mitigate the effects of COVID-19 (Corona Virus Disease of 2019).

CALL TO ORDER Chair Carder called the meeting to order at 5:03 p.m.

ROLL CALL Roll call was taken by JPA Administrator/Clerk Olmos.

GOVERNING BOARD

PRESENT: Robin Carder, City of La Verne, Chair
Jed Leano, City of Claremont, Vice-Chair
Carolyn Cockrell, City of La Verne, Board Member
Nora Garcia, City of Pomona, Board Member
Elizabeth Ontiveros-Cole, City of Pomona, Board Member (joined at
Ronald T. Vera, City of Claremont, Board Member
Benita DeFrank, City of Pomona, Alternate Board Member

ABSENT: *Vacant*, City of Pomona, Board Member

STAFF: Toni Navarro, Executive Director
Darold Pieper, General Counsel
Diana Acosta, Chief Financial Officer
Nancy Gill, Chief Operations Officer
Angela Igrisan, Chief Clinical Officer
Rimmi Hundal, Director of MHSA & Ethnic Services
Natalie Majors-Stewart, Chief Compliance Officer
Mica Olmos, JPA Administrator/Clerk

OATH OF OFFICE

An Oath of Office was administered by Tri-City's counsel Darold Pieper to newly appointed Governing Board Member Nora Garcia, City of Pomona Council Member.

Chair Carder, on behalf of the Governing Board, welcomed Council Member Nora Garcia to Tri-City.



Tri-City Mental Health Authority
AGENDA REPORT

DATE: October 21, 2020

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director
Kitha Torregano, Human Resources Manager

SUBJECT: Approval of Resolution No. 551 Adopting Temporary Expansion of the Vacation and Compensatory Cash Out Policy and Procedure No. I.17

Summary:

In response to growing economic concerns as a result of the pandemic, Tri-City is temporarily requesting to expand its *Vacation Accrual Cash Out* provision as documented in the Personnel Rules and Regulations, Rule VI. Leave Benefits, Section 1F. This temporary policy expansion would allow employees to cash out an additional 40 hours of vacation accruals and any compensatory time off accruals within the current Fiscal Year 2020–21. It is our hope that with this temporary expansion of Tri-City’s cash-out provision, we provide employees more access to earned leave in an effort to meet any additional economic/financial needs that employees may be experiencing during the pandemics, while still preserving staffing for the workforce and community needs.

Background:

As part of our current Personnel Rules and Regulations, Rule VI. Leave Benefits, Section 1F: Vacation Accrual Cash Out, full-time, regular employees are allowed to cash-out up to a maximum of 80 hours of accrued vacation leave in a fiscal year provided that 40 hours of vacation accruals remain on the books after the cash-out. Additionally, we have previously not allowed compensatory time to be cashed out, but it is treated, legally, just as vacation leave.

Fiscal Impact:

None. These are leave accruals that employees have already earned and does increase the Agency’s financial obligations.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 551 establishing a Temporary Expansion of Vacation and Compensatory Cash-Out Policy No. I.17 for Fiscal Year July 1, 2020 through June 30, 2021.

Attachments

Attachment 2-A: Resolution No. 551
Attachment 2-B: Policy and Procedure No. I.17

RESOLUTION NO. 551

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ESTABLISHING POLICY AND PROCEDURE NO. I.17 –TEMPORARY EXPANSION OF THE VACATION AND COMPENSATORY CASH OUT– EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021

The Governing Board of the Tri-City Mental Health Authority does resolve as follows:

1. Findings. The Governing Board hereby finds and declares the following:

A. Tri-City Mental Health Authority (“TCMHA”) desires to create Policy and Procedure No. I.17, a Temporary Expansion of the Vacation and Compensatory Cash Out provision as documented in the Personnel Rules and Regulations, Rule VI. Leave Benefits, Section 1F, in an effort to meet any additional economic/financial needs that employees may be experiencing as a result of the COVID-19 pandemic.

B. This temporary policy expansion would allow employees to cash out an additional 40 hours of vacation accruals and any compensatory time off accruals within the current Fiscal Year 2020–21.

2. Action

The Governing Board approves the Temporary Expansion of the Vacation and Compensatory Cash Out Policy and Procedure No. I.17, and will remain in effect from July 1, 2020 through June 30, 2021.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on October 21, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ROBIN CARDER, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By: _____

By: _____



POLICY & PROCEDURE

SUBJECT: Temporary Expansion of Vacation and Compensatory Leave	POLICY NO.: I.17	EFFECTIVE DATE: 10/21/2020	PAGE: 1 of 5
APPROVED BY: Executive Director Governing Board	SUPERCEDES: All Others	ORIGINAL ISSUE DATE: 10/21/2020	RESPONSIBLE PARTIES: Finance Human Resources All Staff

1. PURPOSE

In response to growing economic concerns as a result of the pandemic, Tri-City is temporarily expanding its *Vacation Accrual Cash Out* provision as documented in the Personnel Rules and Regulations, Rule VI. Leave Benefits, Section 1F.

2. VACATION ACCRUAL CASH-OUT EXPANSION POLICY

- 2.1 Under this temporary expansion, employees will be allowed to cash out an additional 40 hours of vacation accruals, for a total of 120 hours, in the current fiscal year 2020 – 2021.
- 2.2 Employees will still be required to maintain a vacation accrual balance of 40 hours in order to complete the cash-out request.

3. PROCEDURES

3.1 Eligibility Criteria for Vacation Accrual Cash-Out Expansion

3.1.1 Eligibility criteria for a vacation accrual cash-out are as follows:

- 3.1.1.1 The employee must be a regular, full-time employee who has completed his/her/their initial probationary period, if applicable.
- 3.1.1.2 A vacation accrual balance of 40 hours will remain following the completion of the cash-out request.
- 3.1.1.3 Employee has not exceeded three cash-out requests in the current fiscal year.

4. COMPENSATORY ACCRUAL CASH-OUT EXPANSION POLICY

- 4.1 Under this temporary expansion, employees who hold a Compensatory Time Off (“comp”) accrual balance, i.e. full-time, exempt employees, will be allowed to cash out part or all of their comp accrual balance in the current fiscal year 2020 – 2021.



POLICY & PROCEDURE

SUBJECT: Temporary Expansion of Vacation and Compensation Leave	POLICY NO.: I.17	EFFECTIVE DATE: 10/21/2020	PAGE: 2 of 5
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- 4.2** There will be no remaining comp accrual balance required in order to complete the cash-out, however, employees must have a remaining balance of 40 hours of vacation to complete the comp leave cash-out request.
- 4.3** Employees will be allowed to cash out the entirety of their comp accrual balances if they choose.

5. PROCEDURES

5.1 Eligibility Criteria for Compensatory Accrual Cash Out

5.1.1 Eligibility criteria for a compensatory accrual cash-out are as follows:

- 5.1.1.1** The employee must be a regular, full-time, exempt employee, who has completed his/her/their initial probationary period, if applicable.
- 5.1.1.2** A vacation accrual balance of 40 hours will remain following the completion of the cash-out request.
- 5.1.1.3** Employee has not exceeded three cash-out requests in the current fiscal year.

6. EXPIRATION, CAPS AND INCREMENTS

- 6.1** This policy is temporary and shall expire on June 30, 2021 at which time the vacation accrual cash-out provisions will return to those set forth in the current Personnel Rules and Regulations and the compensatory cash-out provision will cease.
- 6.2** Employees are not permitted to cash out more than 120 hours of vacation accruals during fiscal year 2020-2021 (July 1, 2020 - June 30, 2021).
- 6.3** A maximum of three cash-outs will be permitted in the current fiscal year.
- 6.4** Vacation and Comp Accrual Cash-Outs will be paid out at the base rate of pay plus bilingual incentive pay, if applicable.
- 6.5** Only full hour increments of accrued vacation and comp leave may be requested.
- 6.6** Approval of an employee's Vacation and Comp Cash Out request will be limited to time periods during which an adequate cash flow is available to Tri-City to accommodate potential requests by multiple employees as determined by the Chief Financial Officer.



POLICY & PROCEDURE

SUBJECT: Temporary Expansion of Vacation and Compensation Leave	POLICY NO.: I.17	EFFECTIVE DATE: 10/21/2020	PAGE: 3 of 5
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7. FORM

- 7.1 Employees who meet the Eligibility Criteria for a vacation and/or compensatory accrual cash-out should complete and submit the Vacation and Comp Accrual Cash-Out Request Form available on Summit.
- 7.2 Human Resources and Finance will review the request form for approval or denial.
- 7.3 EXHIBIT A - Vacation and Comp Accrual Cash-Out Request Form

DRAFT



VACATION & COMPENSATORY ACCRUAL CASH-OUT REQUEST FORM

EMPLOYEE NAME: _____ DATE: _____

DEPARTMENT: _____

TYPE OF CASH OUT: VACATION COMPENSATORY BOTH

The following requirements must be met in order to be eligible for a vacation accrual cash-out:

1. I am a full-time, regular employee.
2. I am a full-time, regular, **exempt** employee if cashing out comp accruals.
3. I have not cashed out more than 120 hours of vacation accruals during the current fiscal year (July 1 – June 30).
4. I will have a remaining vacation leave balance of 40 hours upon completion of the cash-out request.

I am requesting a vacation accrual cash-out for _____ hours.

I am requesting a compensatory accrual cash out for _____ hours.

NOTE: You may cash out vacation accrual hours in any increments up to 120 hours of in a fiscal year and you may cash out the entirety of your compensatory accruals up to a maximum of three cash-out requests in the fiscal year.

EMPLOYEE SIGNATURE: _____

FOR OFFICE USE ONLY

Items (1) and (2) below to be completed by Human Resources and Finance:

(1) Total Vacation Accrual Hours available at the end of the current pay period: _____

(2) Approval PAF completed on: _____

Review and Decision by Executive/Deputy Director:

Vacation/Compensatory Accrual Cash-out Request is: ___ approved. ___ denied.

Tri City Mental Health Authority's Temporary Expansion of Vacation and Compensatory Leave policy is designed to meet the needs of employees during the growing economic concerns as a result of the pandemic. This temporary expansion policies allows for increased flexibility and access to leave accruals, specifically vacation and compensation accruals, beyond the provisions set forth in our current Personnel Rules and Regulations, Rule VI. Leave Benefits, Section 1F.

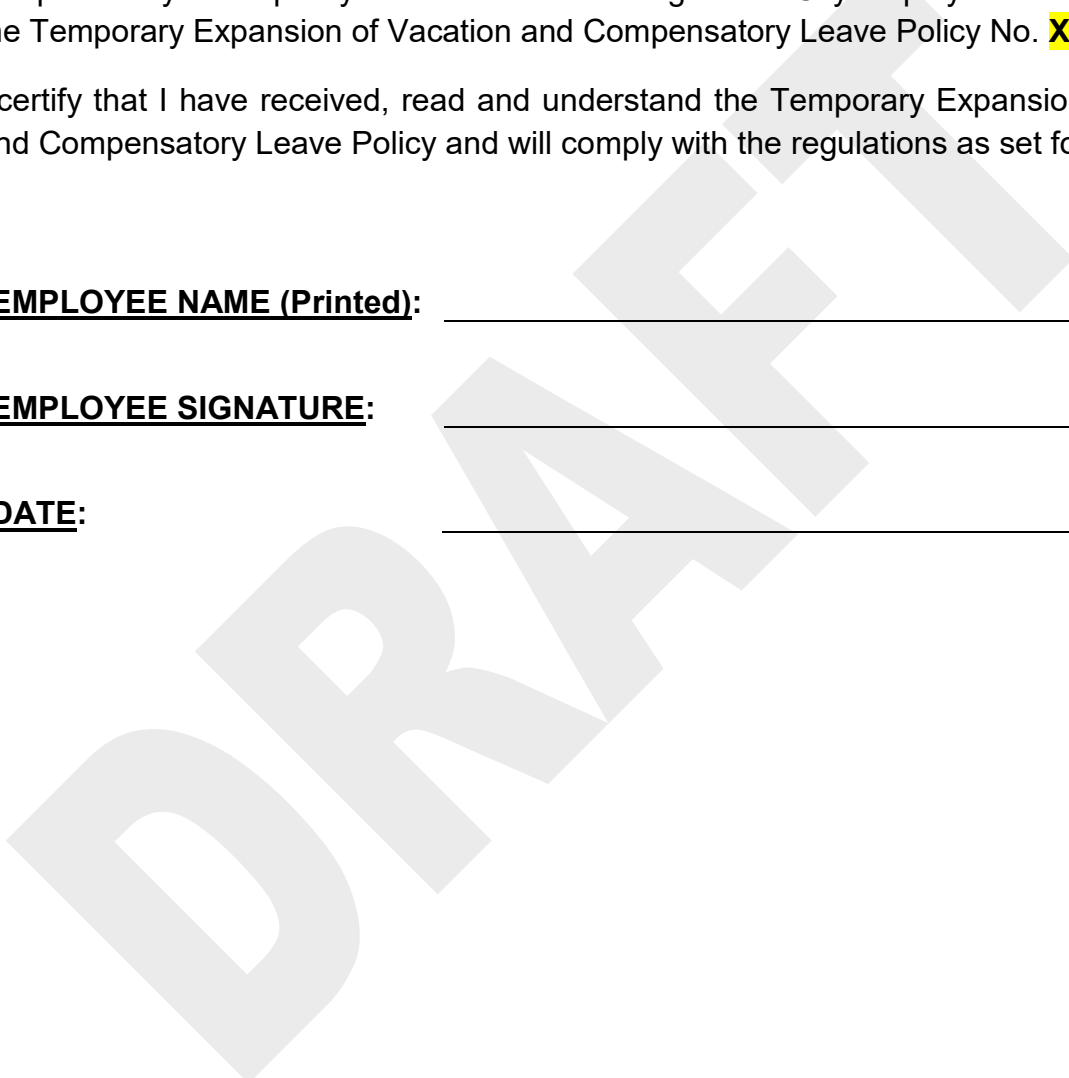
The general guidelines and eligibility criteria for the temporary expansion of vacation and compensatory leave policy are set forth for all eligible Tri-City employees and contained in the Temporary Expansion of Vacation and Compensatory Leave Policy No. **XX**.

I certify that I have received, read and understand the Temporary Expansion of Vacation and Compensatory Leave Policy and will comply with the regulations as set forth herein.

EMPLOYEE NAME (Printed): _____

EMPLOYEE SIGNATURE: _____

DATE: _____





Tri-City Mental Health Authority
AGENDA REPORT

DATE: October 21, 2020

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Nancy Gill, Chief Operations Officer

SUBJECT: Approval of Resolution No. 552 Authorizing the Executive Director to Execute an Agreement with RKA Consulting Group for Engineering Services in the Amount of \$43,025 in connection with the Therapeutic Community Garden Project at 2008 N. Garey Avenue in Pomona, CA

Summary:

On March 18, 2020 the Governing Board approved the expenditure of CFTN (Capital Facilities and Technological Needs) funds for the capital improvements for a Therapeutic Community Garden located at 2008 N. Garey Ave., Pomona in the amount of \$461,760.00. RKA Consulting Group will provide professional project construction management, inspection services, and bid document and support for this project. Staff is seeking approval to authorize Tri-City to enter into an Agreement with RKA Consulting Group (RKA) for engineering design and construction phase services in the amount of \$43,025 in connection with this project.

Background:

Tri-City Management wants to hire RKA Consulting Group to provide engineering design services for the project construction management, inspection services and bid document support for the Therapeutic Community Garden project. RKA Consulting Group submitted a proposal which was included in the Capital Facilities and Technological Needs Project Proposal and presented to the community stakeholders on January 8, 2020. The Mental Health Commission endorsed the Therapeutic Community Garden project on March 10, 2020 and the Governing Board approved and adopted the plan on March 18, 2020.

Tri-City has utilized the services of RKA on various projects over the years. RKA is also a regular contractor for all three of the cities (Pomona, Claremont and La Verne) within Tri-City's jurisdiction. RKA's knowledge and experience in working with city governments, and more specifically with Tri-City for so many years, means they have demonstrated the skills and abilities needed to effectively bid and manage this Therapeutic Community Garden project. The Chief Operations Officer did submit proposal requests to other civil engineers for this project but did not receive any other bids.

Governing Board of Tri-City Mental Health Authority

Approval of Resolution No. 552 Authorizing the Executive Director to Execute an Agreement with RKA Consulting Group for Engineering Services in the Amount of \$43,025 in connection with the Therapeutic Community Garden Project at 2008 N. Garey Avenue in Pomona, CA

October 21, 2020

Page 2

The RKA proposal outlines the scope of work for bidding support services, construction management services for contract administration, landscaping construction review, labor compliance, inspection and contractor performance management. RKA will work closely with the Facilities Department and Landscape Architect throughout the planning and construction phases of this project.

RKA Consulting Group's proposal has been updated from the preliminary budget used for civil engineering services on the CFTN plan. The proposal used for the preliminary budget was \$19,500 but it was determined after further review and discussions with both Cody Howing, Director of Engineering, and Lacey Withers, Landscape Architect that RKA's scope of work did not include costs for the utility plan, Construction Erosion Control Plan, Low Impact Development Report, and project construction specifications for the purpose of bidding the project and administering the construction phase. In the detailed budget summary of the CFTN for the TCG Garden project, construction management was budgeted under the Landscape Architect's budget. There is no change to the overall budget for this project, as costs are just being reallocated from the Landscape Architect budget to RKA Consulting Group for civil engineering services.

Fiscal Impact:

This Project will be funded 100% from MHSA Capital Facilities and Technological Funds (CFTN) funds.

Recommendation:

Staff recommends that the Governing Board approve the Agreement for engineering services with RKA Consulting Group and adopt Resolution No. 552 authorizing the Executive Director to enter into an Agreement with RKA Consulting Group in the sum of \$43,025.

Attachments:

Attachment 3-A: Resolution No. 552 - DRAFT

Attachment 3-B: Agreement with RKA Consulting Group - DRAFT

RESOLUTION NO. 552

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH RKA CONSULTING GROUP FOR ENGINEERING SERVICES IN THE AMOUNT OF \$43,025 IN CONNECTION WITH THE THERAPEUTIC COMMUNITY GARDEN PROJECT AT 2008 N. GAREY AVENUE IN POMONA, CA

The Governing Board of the Tri-City Mental Health Authority does resolve as follows:

1. Findings. The Governing Board hereby finds and declares the following:

A. Tri-City Mental Health Authority (“TCMHA” or “Authority”) adopted Resolution No. 524 on March 18, 2020 approving the expenditure in the amount of \$461,760.00 of Capital Facilities and Technological Needs (CFTN) funds for the improvements at TCMHA’s undeveloped Therapeutic Community Garden located at 2008 N. Garey Avenue in Pomona, CA.

B. The Authority desires to approve an Agreement with RKA Consulting Group in the sum of \$43,025.00 to provide engineering services for construction management, inspection services, and bid document support for the Therapeutic Community Garden construction project.

2. Action

The Authority’s Executive Director is authorized to enter into, and execute, an engineering services Agreement with RKA Consulting Group in the amount of \$43,025.00 from CFTN funds.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on October 21, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ROBIN CARDER, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By: _____

By: _____



INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN THE

TRI-CITY MENTAL HEALTH AUTHORITY

AND

RKA CONSULTING GROUP

DATED

October 22, 2020

ATTACHMENT 3-B

Section Page

- 1. Parties and Date. 1
- 2. Contractor. 1
- 3. Scope of Services. 1
- 4. Performance of Services. 1
- 5. Subcontractors. 2
- 6. Time and Location of Work. 2
- 7. Terms. 2
- 8. Termination. 2
 - a. Written Notice. 2
 - b. Breach. 2
 - c. Non-payment. 3
 - d. Effect of Termination. 3
- 9. Compensation. 3
- 10. Licenses. 3
- 11. Proprietary Information. 4
- 12. Reports and Information. 4
- 13. Audits. 4
- 14. Conflict of Interest. 4
- 15. General Terms and Conditions. 4
 - a. Indemnity. 4
 - b. Insurance. 4
 - c. Non-Discrimination and Equal Employment Opportunity. 5
 - d. Changes to the Agreement. 6
 - e. Records. 6
 - f. Contractor Attestation. 6
- 16. Project Completion. 6
- 17. Representative and Notice. 7
 - a. Tri-City’s Representative. 7
 - b. Contractor’s Representative. 7
 - c. Delivery of Notices. 7
- 18. Exhibits. 7
- 19. Entire Agreement. 8
- 20. Execution. 8

AGREEMENT

1. PARTIES AND DATE

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into as of the 22nd day of October, 2020 (“Agreement Date”) by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711 (hereinafter “Tri-City”) and RKA CONSULTING GROUP, a California corporation, with its principal place of business at 398 Lemon Creek Drive, Suite E, Walnut, CA 91789 (hereinafter “Contractor”). Tri-City and Contractor are sometimes individually referred to as a “Party” and collectively as “Parties.”

2. CONTRACTOR

The express intention of the parties is that Contractor is an independent contractor and not an employee, agent, joint venture or partner of Tri-City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between Contractor and Tri-City or any employee or agent of Contractor. At all times Contractor shall be an independent contractor and Contractor shall have no power to incur any debt, obligation, or liability on behalf of Tri-City without the express written consent of Tri-City. Neither Tri-City nor any of his agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. In executing this Agreement, Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of Tri-City.

3. SCOPE OF SERVICES

Contractor shall provide engineering services for Tri-City’s Therapeutic Community Garden Project as set forth in Contractor’s Proposal for Engineering Design and Construction Phase Services incorporated into and made a part of this Agreement as ‘Exhibit A.’

4. PERFORMANCE OF SERVICES

Contractor reserves the sole right to control or direct the manner in which services are to be performed. Contractor shall retain the right to perform services for other entities during the term of this Agreement, so long as they are not competitive with the services to be performed under this Agreement. Contractor shall neither solicit remuneration nor accept any fees or commissions from any third party in connection with the Services provided to Tri-City under this Agreement without the expressed written permission of Tri-City. Contractor warrants that it is not a party to any other existing agreement which would prevent Contractor from entering into this Agreement or which would adversely affect Contractor’s ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement. In addition:

a. Contractor shall cause the Project to be designed and constructed in accordance with Tri-City approved specifications.

b. Contractor shall comply with all applicable federal, state and local laws, codes, ordinances, rules, orders, regulations, and statutes affecting the construction of the project and/or any services performed under this Agreement.

c. Contractor shall take all reasonable steps during the course of the Project so as not to interfere with the on-going operation of Tri-City business, the adjacent residences, businesses and facilities, including but not limited to not interfering with pedestrian and vehicular access.

d. Contractor shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations. Compliance with this section by Contractor shall not in any way excuse or limit the Contractor's obligations to fully comply with all other terms in this Agreement.

5. SUBCONTRACTORS

Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. TIME AND LOCATION OF WORK

Contractor shall perform the services required by this Agreement at any place or location and at any time as Contractor deems necessary and appropriate, so long as the services are provided within the manner outlined in 'Exhibit A'.

7. TERMS

The services and/or materials furnished under this Agreement shall commence October 22, 2020 and shall be and remain in full force and effect until the TCMHA Therapeutic Community Garden Project is confirmed completed, or the Agreement amended or terminated, unless terminated in accordance with the provisions of Section 8 below.

8. TERMINATION

This Agreement may be terminated only as follows:

a. Written Notice. Either party may terminate this Agreement at any time, without cause, upon thirty (30) calendar days' prior written notice to the other party. Contractor agrees to cooperate fully in any such transition, including the transfer of records and/or work performed.

b. Breach. Tri-City, in its sole discretion, may terminate this Agreement "for cause" effective upon written notice to Contractor if Contractor has committed a material default under, or a breach of, this Agreement or has committed an act of gross misconduct. Contractor's failure to complete the engineering services on a timely basis shall constitute a material breach of this Agreement. For the purposes of this Agreement, the term "act of gross misconduct" shall mean the commission of any theft offense, misappropriation of funds, dishonest or fraudulent conduct, or any violation of any of the provisions under this Agreement.

c. Non-payment. Contractor, in its sole discretion, may terminate this Agreement effective upon written notice to Tri-City if Tri-City fails to pay the Compensation as defined in Section 9 (other than amounts which are subject to a good faith dispute between the parties) to Contractor within thirty (30) calendar days of the applicable payment's due date.

d. Effect of Termination. No termination of this Agreement shall affect or impair Contractor's right to receive compensation earned for work satisfactorily completed through the effective date of termination. In the event of termination, Contractor shall immediately deliver all written work product to Tri-City, which work product shall be consistent with all progress payments made to the date of termination.

9. COMPENSATION

For the full performance of this Agreement:

a. The Contractor will bill on a monthly basis based on work performed and completion/delivery of services/goods as detailed in Section 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional and industry standards for the area in which Contractor operates. Invoices not including the proper purchase order or any variations may cause a delay in payment. Payment will be made within thirty (30) days following receipt of invoices and approved by the staff overseeing the work. Tri-City does not pay in-advance and shall not be responsible for any interest or late charges on any payments from Tri-City to Contractor.

b. Tri-City shall pay Contractor an amount not to exceed amount as stated in 'Exhibit A'. Tri-City is not responsible for paying for any work done by Contractor or any subcontractor above and beyond the amount listed in the Contractor's Proposal for Engineering Design and Construction Phase Services ('Exhibit A'), unless agreed upon in writing by Tri-City's Executive Director.

c. Contractor is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. Tri-City will not accept or compensate Contractor for incomplete goods/services.

d. Contractor acknowledges and agrees that, as an independent contractor, the Contractor will be responsible for paying all required state and federal income taxes, social security contributions, and other mandatory taxes and contributions. Tri-City shall neither withhold any amounts from the Compensation for such taxes, nor pay such taxes on Contractor's behalf, nor reimburse for any of Contractor's costs or expenses to deliver any services/goods including, without limitation, all fees, fines, licenses, bonds, or taxes required of or imposed upon Contractor.

10. LICENSES.

Contractor declares that Contractor has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business.

11. PROPRIETARY INFORMATION.

The Contractor agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning Tri-City's business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of Tri-City. The Contractor will not disclose any Proprietary Information to any person or entity, other than persons who have a need to know about such information in order for Contractor to render services to Tri-City and employees of Tri-City, without written approval by Executive Director of Tri-City, either during or after its engagement with Tri-City, unless and until such Proprietary Information has become public knowledge without fault by the Contractor. Contractor shall also be bound by all the requirements of HIPAA.

12. REPORTS AND INFORMATION

The Contractor, at such times and in such forms as the Tri-City may require, shall furnish the Tri-City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

13. AUDITS

The Contractor shall maintain accounts and records, including all working papers, personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by Tri-City to assure proper accounting for all project funds, both Federal and non-Federal shares. These records must be made available for audit purposes to Tri-City or any authorized representative, and must be retained, at the Contractor's expense, for a minimum of seven (7) years, unless the firm is notified in writing by Tri-City of the need to extend the retention period.

14. CONFLICT OF INTEREST

Contractor hereby certifies that to the best of its knowledge or belief, no elected/appointed official or employee of Tri-City is financially interested, directly or indirectly, in the provision of goods/services specified in this Agreement. Furthermore, Contractor represents and warrants to Tri-City that it has not employed or retained any person or company employed by the Tri-City to solicit or secure the award of this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of the Agreement.

15. GENERAL TERMS AND CONDITIONS

a. Indemnity. Contractor agrees to indemnify, defend and hold harmless Tri-City, its officers, agents and employees from any and all demands, claims or liability of personal injury (including death) and property damage of any nature, caused by or arising out of the performance of Contractor under this Agreement. With regard to Contractor's work product, Contractor agrees to indemnify, defend and hold harmless Tri-City, its officers, agents and employees from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of Contractor under this Agreement.

b. Insurance. Contractor shall obtain and file with Tri-City, at its expense, a certificate of insurance before commencing any services under this Agreement as follows:

- i. **Workers Compensation Insurance:** Minimum statutory limits.
- ii. **Automobile Insurance:** \$1,000,000.00 per occurrence.
- iii. **Errors And Omissions Insurance:** \$1,000,000.00 per occurrence.

iv. **Commercial General Liability And Property Damage Insurance:** General Liability and Property Damage Combined. \$2,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.

v. **Builder's Risk Property Insurance:** request subcontractors to carry coverage for "all risk" Builder's Risk Insurance, with some exceptions, for the hard construction cost of structure.

vi. **Notice Of Cancellation:** The Tri-City requires 10 days written notice of cancellation.

vii. **Certificate Of Insurance:** Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance by an insurer licensed to do business in California, satisfactory to Tri-City, and it shall name "Tri-City Mental Health Authority, its elective and appointed officers, employees, volunteers, and contractors who serve as Tri-City officers, officials, or staff" as additional insureds. All coverage for subcontractors shall be subject to all of the requirements stated herein. All subcontractors shall be protected against risk of loss by maintaining insurance in the categories and the limits required herein. Subcontractors shall name Tri-City and Contractor as additional insured.

viii. To prevent delay and ensure compliance with this Agreement, the insurance certificates and endorsements must be submitted to:

Tri-City Mental Health Authority
Attn: JPA Administrator/Clerk
1717 N. Indian Hill Boulevard, #B
Claremont, CA 91711-2788

c. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental disability, medical condition, sexual orientation or gender identity. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, sexual orientation or gender identity.

d. Changes to the Agreement. This Agreement shall not be assigned or transferred without advance written consent of Tri-City. No changes or variations of any kind are authorized without the written consent of the Executive Director. This Agreement may only be amended by a written instrument signed by both parties. The Contractor agrees that any written change or changes in compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement and shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services.

e. Records. All reports, data, maps, models, charts, studies, surveys, calculations, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that are prepared or obtained pursuant to this Agreement and that relate to the matters covered hereunder shall be and remain the property of Tri-City. Contractor will be responsible for and maintain such records during the term of this Agreement. Contractor hereby agrees to deliver those documents to Tri-City at any time upon demand of Tri-City. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Tri-City and are not necessarily suitable for any future or other use. Failure by Contractor to deliver these documents to Tri-City within a reasonable time period or as specified by Tri-City shall be a material breach of this Agreement.

Tri-City and Contractor agree that until final approval by Tri-City, all data, reports and other documents are preliminary drafts not kept by Tri-City in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties. All work products submitted to Tri-City pursuant to this Agreement shall be deemed a "work for hire." Upon submission of any work for hire pursuant to this Agreement, and acceptance by Tri-City as complete, non-exclusive title to copyright of said work for hire shall transfer to Tri-City. The compensation recited in Section 9 shall be deemed to be sufficient consideration for said transfer of copyright. Contractor retains the right to use any project records, documents and materials for marketing of their professional services.

f. Contractor Attestation. Also in accordance with Tri-City's policies and procedures, Tri-City will not enter into contracts with individuals, or entities, or owners, officers, partners, directors, or other principals of entities, who have been convicted recently of a criminal offense related to health care or who are debarred, excluded or otherwise precluded from providing goods or services under Federal health care programs, or who are debarred, suspended, ineligible, or voluntarily suspended from securing Federally funded contracts. Tri-City requires that Contractor certifies that no staff member, officer, director, partner, or principal, or sub-contractor is excluded from any Federal health care program, or federally funded contract and will sign attached *Contractor's Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program*, incorporated herein as 'Exhibit B'.

16. PROJECT COMPLETION

Final Completion shall be deemed to occur on the last of the following events:

- a.** Recordation of a Notice of Completion for the Project;

- b. Acceptance of the Project by Tri-City;
- c. Submission of all documents required to be supplied by Contractor to Tri-City under this Agreement, including but not limited to as-build drawings, warranties, and operating manuals; and delivery to Tri-City of Certificate of Completion duly verified by Contractor.

17. REPRESENTATIVE AND NOTICE

a. Tri-City’s Representative. Tri-City hereby designates its Executive Director to act as its representative for the performance of this Agreement (“Tri-City’s Representative”). Tri-City’s Representative shall have the power to act on behalf of Tri-City for all purposes under this Agreement.

b. Contractor’s Representative. Contractor warrants that the individual who has signed the Agreement has the legal power, right, and authority to make this Agreement and to act on behalf of Contractor for all purposes under this Agreement.

c. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

If to Contractor: RKA CONSULTING GROUP
Attn: President
398 Lemon Creek Drive, Suite E,
Walnut, CA 91789

If to Tri-City: TRI-CITY MENTAL HEALTH AUTHORITY
Attn: Executive Director
1717 N. Indian Hill Boulevard, #B
Claremont, CA 91711-2788

Any notices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving Party’s regular business hours or by facsimile before or during receiving Party’s regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provision of this Section. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

18. EXHIBITS

The following attached exhibits are hereby incorporated into and made a part of this Agreement:

Exhibit A: RKA Consulting Group Proposal For Engineering Design and Construction Phase Services for Tri-City’s Therapeutic Community Garden dated June 30, 2020

Exhibit B: Contractor's Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

19. ENTIRE AGREEMENT

This Agreement shall become effective upon its approval and execution by Tri-City. This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits. This Agreement supersedes all prior agreements, written or oral, between the Contractor and Tri-City relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Contractor and Tri-City. The validity or unenforceability of any provision of this Agreement declared by a valid judgment or decree of a court of competent jurisdiction, shall not affect the validity or enforceability of any other provision of this Agreement. No delay or omission by Tri-City in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by Tri-City on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion or a waiver of any other condition of performance under this Agreement.

20. EXECUTION.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

TRI-CITY MENTAL HEALTH AUTHORITY

RKA CONSULTING GROUP, Contractor

By: _____
Antonette Navarro, Executive Director

By: _____
Dominic C. Milano, President

Attest:

By: _____
Micaela P. Olmos, JPA Administrator/Clerk

Approved as to Form and Content:
DAROLD D. PIEPER, ATTORNEY AT LAW

By: _____
Darold D. Pieper, General Counsel

EXHIBIT A



June 30, 2020

Nancy Gill
Tri-City Mental Health Authority
1717 N. Indian Hill Boulevard Suite B.
Claremont, CA 91711

RE: PROPOSAL FOR ENGINEERING DESIGN AND CONSTRUCTION PHASE SERVICES FOR THE TRI-CITY MENTAL HEALTH AUTHORITY THERAPEUTIC GARDEN PROJECT

Dear Ms. Gill:

RKA Consulting Group is pleased to submit to you our fee proposal to provide professional design services for the Tri-City Mental Health Authority Therapeutic Garden Project. This proposal is intended to supplement the primary design scope of the project provided by the landscape architect design documents with the anticipated civil design features described in detail below. It is assumed the project grading details will be addressed in the landscape architect's plans. All foundations or structural features are assumed to be provided by product manufactures, and are excluded from this scope. This proposal also includes construction phase services as described below in further detail.

SCOPE OF WORK: PROJECT DESIGN PHASE SERVICES

1. *Construction Erosion Control Plan*

The proposed project includes constructing improvements in the existing garden area located on the 2008 N. Garey Avenue site. The approximate area of the garden improvements is estimated to be .35 acres. Per the California Construction General Permit (CGP), construction sites of one acre or more, where construction activities disturb at least one acre of land are subject to the permit requirements and obligated to develop and implement a Storm Water Pollution Prevention Plan (SWPPP).

It is assumed that a SWPPP will not be required for the project, however RKA will provide an Erosion Control Plan (ECP) in anticipation of the City of Pomona requiring one for the permitting process. The plan will identify applicable construction phase BMPs for the contractor to implement and maintain. The plan will be formatted on a standard 24" X 36" plan sheet and will be coordinated with the landscape design features, assumed construction phasing of work and included with the project plans for construction.

2. *Low Impact Development Report*

Based on the proposed scope of improvements, there is a potential argument that a Low Impact Development (LID) design and report is not required. The proposed improvements add relatively minor areas of new impervious surfaces such as roofs and concrete. Application of decomposed granite may be designated as an impervious surface by the City, however that is estimated to still fall under the 10,000 square foot area threshold of requiring a full scale LID. Given that improvements are being made to the site, there still may be possibility that the City requires the development of a small scale non-designated classification of an LID report. Such a requirement would set forth a prescriptive approach to addressing water quality leaving the site.

As part of this task RKA will develop a LID report conforming to the direction of the City of Pomona on the level of water quality treatment required based on the MS4 Permit for the Los Angeles Region and applicable City of Pomona Ordinances relating to the subject. Similar work has been completed for the past parking lot improvements on this site, it is assumed that all soils investigations completed for that LID report will be accepted by the City of Pomona, and no additional site investigations will be required.

RKA will utilize existing information to integrate LID design principals into the project improvement with coordination by the landscape architect. RKA will develop the LID report for the review and approval by the City of Pomona.

3. *Utility Plan*

Based on the conceptual plan details furnished by Tri City Mental Health Authority, the proposed garden improvements will require a utility plan to be developed. RKA will provide a utility plan and coordinate features and details with the landscape architect. All three described utility features will be shown on one plan. The plan format will be 24" X 36" and scaled to fit on a single sheet.

Water – The project scope will include new irrigation improvements and a sink for the purpose of washing produce and general sanitation. RKA will provide a utility plan outlining the point of connection for the two potable water features on this project. It is assumed that no additional meters, water services or coordination with the City of Pomona Water department will be required. All connections will be on site to the existing system.

RKA assumes in this scope that accurate building as built will be furnished by Tri City Mental Health Authority for the purpose of developing the water utility design. RKA will conduct one site visit to verify the existing features with Tri City Staff prior to finalizing design.

The water utility design will describe the location where the new features will connect to the existing. The design will detail the alignment, and depth of the proposed water improvements from the point of connection to the vicinity of the proposed fixture and irrigation valves. It is assumed that the contractor will construct above ground features in accordance with applicable building and plumbing codes. The specific detailing of above ground features is excluded from this design scope.

Sewer – Per the concept plans, a sink is proposed in the garden for the purpose of washing produce and general sanitation. Accordingly, a connection to the sewer system will be required. RKA will include on the utility plan the alignment, depth and point of connection for the sewer system. The basis of this design will be as-builts furnished by Tri City Mental Health Authority. It is assumed that no new sewer main connections will be required. The design approach for this feature will be to connect to the existing system outside of the building located at 2008 N. Garey, on the project site.

The potential alignment may impact existing improvements, RKA will identify their replacement and restoration as necessary. However, redesign of any existing feature impacted by the sewer required to bring that feature up to current standards or code is excluded from this scope.

Electrical – The proposed project include some electrical features including perimeter lighting and an outlet box in the shade structure. The electrical improvements are deemed minor, circuitry and conductor sizing will be assumed to be under the contractor’s scope for construction per applicable electric and building code. RKA will develop a conduit design to provide service of the electrical features from the existing panel located on the north side of the building at 2008 N. Garey Avenue.

SCOPE OF WORK: CONSTRUCTION PHASE SERVICES

4 *Specifications and Bidding Support Services*

RKA will modify the project specifications utilizing the designer’s technical specifications and construction quantity estimate to produce a project specification for use in bidding and administering the construction contract. RKA will provide bidding support to Tri City staff the project and coordinate RFI’s with the design team. To maintain conformance with the requirements of the public contract code, RKA will coordinate the advertisement of the grading and paving project with a local newspaper.

The fee associated with the project posting is excluded from the scope of work, however RKA staff will coordinate the posting. Fees associated are anticipated to be in the range of \$2,000 for each project. RKA will also conduct contractor outreach to local contractors that are fitting of the scope and project scale. RKA will provide staff to attend and run one pre bid meeting, to be scheduled at a time acceptable to Tri City Staff. RKA will also coordinate and issue addendums during the bidding process.

Additionally, RKA will serve as the point of contact in selling construction documents and opening the bids on the behalf of Tri City Mental Health Authority.

5 Construction Management Services

Under general direction of the Tri-City Mental Health Authority's Project Manager, RKA's team shall be responsible for coordinating and conducting the bid analysis process, pre-construction meeting, construction management and quality control inspection. In addition, following are some key details of the construction phase scope:

a) Contract Administration

- The project is located predominantly on an active Facility. RKA will ensure the contractor maintains communication with the appropriate Facility staff for the duration of the project to allow for as little disruption to daily operations as possible. Its assumed access for the construction phase of the project will be via the Garey Avenue gate. In the event access from the site's existing parking lot is required, RKA will coordinate those details with staff to ensure all conditions and scheduling of Tri City operations are factored into the activity.
- During construction RKA will coordinate the review of RFIs and submittals with the design team and provide a verbal response within one business day and written response, via e-mail, within two business days of receipt.
- RKA will review the project costs on a weekly basis to identify any savings or potential cost over-runs. To minimize the potential for discrepancies in the overall cost of the project, RKA will review with the Contractor all of the quantities for each bid item.

b) Landscaping Construction Review

- RKA will provide landscaping materials inspection and site visits by the project designer as a sub consultant to RKA. A licensed landscape architect will provide a representative to attend the preconstruction meeting, conduct a review of planting materials and a weekly site visit. RKA will coordinate directly with the landscape architect to integrate their input on the construction phase to ensure the details of their design are met by the construction process.

c) Labor Compliance

- Labor compliance and other mandatory procedures and policies will be reviewed and confirmed for adherence throughout the project.

- Throughout the construction of the project, RKA will review payroll certificates and confirm the Contractor and any sub-contractors are issuing proper payment to employees working on the project site.

d) *Progress Payments and Change Orders*

- RKA will review all applications for payment and verify against the project schedule and cost schedule to ensure proper payment is made by Tri-City Mental Health Authority. Quantity calculations will be tracked and verified against the bid form through field measurements or other applicable measurable means to ensure the quantity of materials installed and constructed are in compliance with the contract documents.
- Potential change orders will be reviewed by the Construction Manager for application to the project. If a change order is deemed necessary, RKA will inform Tri-City Mental Health Authority and will conduct the appropriate negotiations to establish the scope of work, price and time of completion.

e) *Contract Closeout*

At the completion of the construction phase of the project, it will be necessary to close out the project. The following will be included in the contract closeout:

- RKA will ensure that the Contractor performs all tasks as required by the Contract Documents including the completion of the punch list items during the contract timeline.
- Final inspection reports will be provided to Tri-City Mental Health Authority to support the as-built plans and substantiate the release of the retention.

6 - *Inspection*

- The Inspector will be responsible for ensuring the Contractor maintains a proper safety program. Safety issues will be addressed at the pre-construction meeting through implementation of a safety program and will be monitored at all times by the inspection and construction management team.
- Daily observation reports will be prepared by the Inspector and reviewed by the Construction Manager. The narrative of the report will identify the Contractor's work performed and document any significant directives or conditions encountered. It's anticipated that the duration for this construction contract will be 45 working days. To address the scope of work in the most efficient manner possible, RKA proposes to provide an average of three weekly inspection visits by the project inspector.

- Quantity calculations will be tracked and verified against the bid form through field measurements or other applicable measurable means to ensure the quantity of materials installed and constructed are in compliance with the contract documents
- RKA will ensure that the Contractor performs all tasks as required by the Contract Documents including the completion of the punch list items during the contract timeline.

Fee Proposal

Task 1 Erosion Control Plan	\$ 1,200
Task 2 LID Report	\$ 6,000
Task 3 Utility Plan	\$ 4,325
Task 4 Specifications and Bidding Support	\$ 5,000
Task 5 Construction Management	\$16,500
<u>Task 6 Inspection</u>	<u>\$10,000</u>
Total Fee	\$43,025

The preceding amount is based upon a time and materials, not-to-exceed amount for the design and construction phase scope details identified and specified. If the project scope is extended beyond the specified features and requires additional hours of staff time, the additional time will be billed per the hourly rates included on this proposal pending Tri-City Mental Health Authority approval. Soils testing and survey during is excluded from this proposal.

Hourly Rate Schedule

Project Manager	\$140.00
Project Engineer	\$115.00
Public Works Inspector (Prevailing Wage)	\$105.00
Clerical	\$60.00

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you should have any questions, please do not hesitate to contact me via email at chowling@rkagroup.com or by phone at (909) 594-9702.

Sincerely,


 Cody Howing, P.E.
 Director of Engineering

EXHIBIT B



CONTRACTOR'S ATTESTATION THAT IT NOR ANY OF ITS STAFF MEMBERS IS RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM

RKA CONSULTING GROUP

Contractor's Name	Last	First
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Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded, or suspended from providing goods or services under any health care program funded by the Federal or State Government, directly or indirectly, in whole or in part, and the Contractor will notify the Tri-City Mental Health Authority (TCMHA) within thirty (30) days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a Federal or State funded health care program; and 2) any exclusionary action taken by any agency of the Federal or State Government against Contractor or one or more staff members barring it or the staff members from participation in a Federal or State funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold TCMHA harmless against any and all loss or damage Contractor may suffer arising from the Federal or State exclusion or suspension of Contractor or its staff members from such participation in a Federal or State funded health care program.

Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which TCMHA may immediately terminate or suspend this Agreement.

Is Contractor/Proposer/Vendor or any of its staff members currently barred from participation in any Federal or State funded health care program?

_____ **NO**, Contractor or any of its staff members is not currently barred from participation in any Federal or State funded health care program.

_____ **YES**, Contractor or any of its staff members is currently barred from participation in any Federal or State funded health care program. Describe the particulars on a separate page.

Dominic C. Milano, President

_____	_____	_____
Date	Contractor or Vendor's Name	Contractor or Vendor's Signature

Antonette Navarro, Executive Director

_____	_____	_____
Date	TCMHA Executive Official's Name	TCMHA Executive Official's Signature

DISTRIBUTION:

ORIGINAL
COPIES: HR Representative
Contractor
Finance



Tri-City Mental Health Authority
AGENDA REPORT

DATE: October 21, 2020

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Nancy Gill, Chief Operations Officer

SUBJECT: Approval of Resolution No. 553 Authorizing the Executive Director to Execute an Agreement with Withers & Sandgren, Ltd. for Landscape Architect Design and Specification Services in the Amount of \$17,400.00 for the Therapeutic Community Garden Project at 2008 N. Garey Avenue in Pomona, CA

Summary:

On March 18, 2020 the Governing Board approved the expenditure of CFTN (Capital Facilities and Technological Needs) funds for the capital improvements for a Therapeutic Community Garden located at 2008 N. Garey Avenue in Pomona in the amount of \$461,760.00. Staff is seeking approval to authorize Tri-City to enter into an Agreement with Withers & Sandgren, Ltd. for landscape design and specifications services in the amount of \$17,400.00 in connection with this project.

Background:

In October of 2019, Tri-City engaged the services of Lacey Withers of Withers & Sandgren, Ltd. to design a Therapeutic Community Garden and walkway on Tri-City property located at 2008 N. Garey Avenue. Lacey Withers met with the Facilities Manager, Chief Operations Officer, Chief Clinical Officer and the Clinical Program Manager for the Therapeutic Community Garden and her team to discuss the garden design and needs of the staff. After several meetings and a tour of the proposed garden site a schematic garden design with estimated construction costs was developed which was included in the Capital Facilities and Technological Needs Project Proposal and presented to the community stakeholders on January 8, 2020. The Mental Health Commission endorsed the Therapeutic Community Garden project on March 10, 2020 and the Governing Board approved and adopted the plan on March 18, 2020.

The Therapeutic Community Garden will include concrete and decomposed granite walkways, raised planting beds, complete ADA access, shepherd hook fencing, entry gate located off of Garey Avenue, benches, vegetable garden beds, planting, irrigation, entry gate element from adjacent clinic parking lot, shade pavilion with a sink and washing station and will also include a storage shed. The design will accommodate year-round garden activities and social and clinical groups for the Therapeutic Garden program and will also benefit Tri-City clients participating in other MHSA programs including Full Service Partnerships and the Peer Mentoring program.

Governing Board of Tri-City Mental Health Authority

Approval of Resolution No. 553 Authorizing the Executive Director to Execute an Agreement with Withers & Sandgren, Ltd. for Landscape Architect Design and Specification Services in the Amount of \$17,400.00 in connection with the Therapeutic Community Garden Project at 2008 N. Garey Avenue in Pomona, CA

October 21, 2020

Page 2

Withers & Sandgren, Ltd is a professional consulting firm offering services in Landscape Architecture, Urban Design, Environmental and Park Master Planning. The principals, Lacey Withers and Jan Sandgren have a shared vision of applying natural processes, ADA retrofitting and sustainable systems into projects of all scales.

Withers & Sandgren, Ltd will prepare all construction documents relating to: construction, planting and irrigation plans, preliminary grading plan, a horizontal control plan, construction details and costs estimate and landscape and irrigation specifications for this project. Withers & Sandgren, Ltd will assist Tri-City in submitting plans to the City of Pomona and for review and approval and revise drawings to meet the City's planning requirements. The Chief Operations Officer did submit proposal requests to other landscape architects for this project but did not receive any other bids.

Withers & Sandgren's proposal has been updated from the original and preliminary budget used for landscape architect services on the CFTN plan. Specifically, the proposal used for the preliminary budget was \$40,300 but it was determined after further review and discussions with both Cody Howing, Director of Engineering for RKA and Lacey Withers, Landscape Architect, that Withers & Sandgren's scope of work included costs for construction documents , specifications and management that will instead be performed by the civil engineer RKA Consulting Group and so now are included in RKA's proposal. There is no change to the overall budget for this project, as costs are just being reallocated from the Landscape Architect budget to RKA Consulting Group for civil engineering services.

Fiscal Impact:

This Project will be funded 100% from MHSA Capital Facilities and Technological Funds (CFTN) funds.

Recommendation:

Staff recommends that the Governing Board approve the Agreement for engineering services with Withers & Sandgren and adopt Resolution No. 553 authorizing the Executive Director to enter into an Agreement with Withers & Sandgren, Ltd in the sum of \$17,400.00.

Attachment:

Attachment 4-A: Resolution No. 553 - DRAFT

Attachment 4-B: Agreement with Withers & Sandgren, Ltd - DRAFT

RESOLUTION NO. 553

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH WITHERS & SANDGREN, LTD. FOR LANDSCAPE ARCHITECT DESIGN AND SPECIFICATION SERVICES IN THE AMOUNT OF \$17,400.00 FOR THE THERAPEUTIC COMMUNITY GARDEN PROJECT AT 2008 N. GAREY AVENUE IN POMONA, CA

The Governing Board of the Tri-City Mental Health Authority does resolve as follows:

1. Findings. The Governing Board hereby finds and declares the following:

A. Tri-City Mental Health Authority (“TCMHA” or “Authority”) adopted Resolution No. 524 on March 18, 2020 approving the expenditure in the amount of \$461,760.00 of Capital Facilities and Technological Needs (CFTN) funds for the improvements at TCMHA’s undeveloped Therapeutic Community Garden located at 2008 N. Garey Avenue in Pomona, CA.

B. The Authority desires to approve an Agreement with Withers & Sandgren, Ltd. in the sum of \$17,400.00 for landscape design and specifications services for the Therapeutic Community Garden construction project.

2. Action

The Authority’s Executive Director is authorized to enter into, and execute, a landscape design and specifications services Agreement with Withers & Sandgren, Ltd. in the amount of \$17,400.00 from CFTN funds.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on October 21, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ROBIN CARDER, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By:_____

By:_____



INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN THE

TRI-CITY MENTAL HEALTH AUTHORITY

AND

WHITHERS & SANDGREN, LTD.

DATED

October 22, 2020

Section Page

1.	Parties and Date.	1
2.	Contractor.	1
3.	Scope of Services.	1
4.	Performance of Services.	1
5.	Subcontractors.	2
6.	Time and Location of Work.	2
7.	Terms.	2
8.	Termination.	2
	a. Written Notice.	2
	b. Breach.	2
	c. Non-payment.	2
	d. Effect of Termination.	3
9.	Compensation.	3
10.	Licenses.	3
11.	Proprietary Information.	3
12.	Reports and Information.	4
13.	Audits.	4
14.	Conflict of Interest.	4
15.	General Terms and Conditions.	4
	a. Indemnity.	4
	b. Insurance.	4
	c. Non-Discrimination and Equal Employment Opportunity.	5
	d. Changes to the Agreement.	5
	e. Records.	6
	f. Contractor Attestation.	6
16.	Project Completion.	6
17.	Representative and Notice.	7
	a. Tri-City’s Representative.	7
	b. Contractor’s Representative.	7
	c. Delivery of Notices.	7
18.	Exhibits.	7
19.	Entire Agreement.	7
20.	Execution.	8

AGREEMENT

1. PARTIES AND DATE

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into as of the 22nd day of October, 2020 (“Agreement Date”) by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711 (hereinafter “Tri-City”) and WITHERS & SANDGREN, LTD., a California corporation, with its principal place of business at 20948 Tulsa Street, Chatsworth, CA 91311 (hereinafter “Contractor”). Tri-City and Contractor are sometimes individually referred to as a “Party” and collectively as “Parties.”

2. CONTRACTOR

The express intention of the parties is that Contractor is an independent contractor and not an employee, agent, joint venture or partner of Tri-City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between Contractor and Tri-City or any employee or agent of Contractor. At all times Contractor shall be an independent contractor and Contractor shall have no power to incur any debt, obligation, or liability on behalf of Tri-City without the express written consent of Tri-City. Neither Tri-City nor any of his agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. In executing this Agreement, Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of Tri-City.

3. SCOPE OF SERVICES

Contractor shall provide professional services for therapeutic garden schematic design, design development, construction documents and specifications, bidding support, construction administration support, and/or materials as set forth in Contractor’s Proposal for Design Services incorporated into and made a part of this Agreement as ‘Exhibit A.’

4. PERFORMANCE OF SERVICES

Contractor reserves the sole right to control or direct the manner in which services are to be performed. Contractor shall retain the right to perform services for other entities during the term of this Agreement, so long as they are not competitive with the services to be performed under this Agreement. Contractor shall neither solicit remuneration nor accept any fees or commissions from any third party in connection with the Services provided to Tri-City under this Agreement without the expressed written permission of Tri-City. Contractor warrants that it is not a party to any other existing agreement which would prevent Contractor from entering into this Agreement or which would adversely affect Contractor’s ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement. In addition:

a. Contractor shall cause the Project to be designed and constructed in accordance with Tri-City approved specifications.

b. Contractor shall comply will all applicable federal, state and local laws, codes, ordinances, rules, orders, regulations, and statutes affecting the construction of the project and/or any services performed under this Agreement.

c. Contractor shall take all reasonable steps during the course of the Project so as not to interfere with the on-going operation of Tri-City business, the adjacent residences, businesses and facilities, including but not limited to not interfering with pedestrian and vehicular access.

d. Contractor shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations. Compliance with this section by Contractor shall not in any way excuse or limit the Contractor's obligations to fully comply with all other terms in this Agreement.

5. SUBCONTRACTORS

Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. TIME AND LOCATION OF WORK

Contractor shall perform the services required by this Agreement at any place or location and at any time as Contractor deems necessary and appropriate, so long as the services are provided within the manner outlined in 'Exhibit A'.

7. TERMS

The services and/or materials furnished under this Agreement shall commence October 22, 2020 and shall be and remain in full force and effect until the construction project is confirmed completed, or the Agreement amended or terminated, unless terminated in accordance with the provisions of Section 8 below.

8. TERMINATION. This Agreement may be terminated only as follows:

a. Written Notice. Either party may terminate this Agreement at any time, without cause, upon thirty (30) calendar days' prior written notice to the other party. Contractor agrees to cooperate fully in any such transition, including the transfer of records and/or work performed.

b. Breach. Tri-City, in its sole discretion, may terminate this Agreement "for cause" effective upon written notice to Contractor if Contractor has committed a material default under, or a breach of, this Agreement or has committed an act of gross misconduct. Contractor's failure to complete the therapeutic garden design services on a timely basis shall constitute a material breach of this Agreement. For the purposes of this Agreement, the term "act of gross misconduct" shall mean the commission of any theft offense, misappropriation of funds, dishonest or fraudulent conduct, or any violation of any of the provisions under this Agreement.

c. Non-payment. Contractor, in its sole discretion, may terminate this Agreement effective upon written notice to Tri-City if Tri-City fails to pay the Compensation as defined in Section 9 (other than amounts which are subject to a good faith dispute between the parties) to Contractor within thirty (30) calendar days of the applicable payment's due date.

d. Effect of Termination. No termination of this Agreement shall affect or impair Contractor's right to receive compensation earned for work satisfactorily completed through the effective date of termination. In the event of termination, Contractor shall immediately deliver all written work product to Tri-City, which work product shall be consistent with all progress payments made to the date of termination.

9. COMPENSATION. For the full performance of this Agreement:

a. Tri-City shall pay Contractor an amount not to exceed amount as stated in 'Exhibit A', within thirty (30) days following receipt of invoice and completion/delivery of services/goods as detailed in Section 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional/industry standards for the area in which Contractor operates. Tri-City is not responsible for paying for any work done by Contractor or any subcontractor above and beyond the amount listed in the Contractor's Proposal for Construction Administration Services dated February 25, 2020, incorporated herein as 'Exhibit A'; unless agreed upon in writing by Tri-City's Executive Director.

b. Contractor is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. Tri-City will not accept or compensate Contractor for incomplete goods/services.

c. Contractor acknowledges and agrees that, as an independent contractor, the Contractor will be responsible for paying all required state and federal income taxes, social security contributions, and other mandatory taxes and contributions. Tri-City shall neither withhold any amounts from the Compensation for such taxes, nor pay such taxes on Contractor's behalf, nor reimburse for any of Contractor's costs or expenses to deliver any services/goods including, without limitation, all fees, fines, licenses, bonds, or taxes required of or imposed upon Contractor. Tri-City shall not be responsible for any interest or late charges on any payments from Tri-City to Contractor.

10. LICENSES

Contractor declares that Contractor has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business.

11. PROPRIETARY INFORMATION

The Contractor agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning Tri-City's business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of Tri-City. The Contractor will not disclose any Proprietary Information to any person or entity, other than persons who have a need to know about such information in order for Contractor to render services to Tri-City and employees of Tri-City, without written approval by Executive Director of Tri-City, either during or after its engagement with Tri-City, unless and until such Proprietary Information has become public knowledge without fault by the Contractor. Contractor shall also be bound by all the requirements of HIPAA.

12. REPORTS AND INFORMATION

The Contractor, at such times and in such forms as the Tri-City may require, shall furnish the Tri-City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

13. AUDITS

The Contractor shall maintain accounts and records, including all working papers, personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by Tri-City to assure proper accounting for all project funds, both Federal and non-Federal shares. These records must be made available for audit purposes to Tri-City or any authorized representative, and must be retained, at the Contractor's expense, for a minimum of seven (7) years, unless the firm is notified in writing by Tri-City of the need to extend the retention period.

14. CONFLICT OF INTEREST

Contractor hereby certifies that to the best of its knowledge or belief, no elected/appointed official or employee of Tri-City is financially interested, directly or indirectly, in the provision of goods/services specified in this Agreement. Furthermore, Contractor represents and warrants to Tri-City that it has not employed or retained any person or company employed by the Tri-City to solicit or secure the award of this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of the Agreement.

15. GENERAL TERMS AND CONDITIONS

a. Indemnity. Contractor agrees to indemnify, defend and hold harmless Tri-City, its officers, agents and employees from any and all demands, claims or liability of personal injury (including death) and property damage of any nature, caused by or arising out of the performance of Contractor under this Agreement. With regard to Contractor's work product, Contractor agrees to indemnify, defend and hold harmless Tri-City, its officers, agents and employees from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of Contractor under this Agreement.

b. Insurance. Contractor shall obtain and file with Tri-City, at its expense, a certificate of insurance before commencing any services under this Agreement as follows:

i. Workers Compensation Insurance: Minimum statutory limits.

ii. Commercial General Liability And Property Damage Insurance: General Liability and Property Damage Combined. \$2,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.

iii. **Automobile Insurance:** \$1,000,000.00 per occurrence.

iv. **Errors And Omissions Insurance:** \$1,000,000.00 per occurrence.

v. **Builder's Risk Property Insurance:** request subcontractors to carry coverage for "all risk" Builder's Risk Insurance, with some exceptions, for the hard construction cost of structure.

vi. **Notice Of Cancellation:** The Tri-City requires 10 days written notice of cancellation.

vii. **Certificate Of Insurance:** Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance by an insurer licensed to do business in California, satisfactory to Tri-City, and it shall name "Tri-City Mental Health Authority, its elective and appointed officers, employees, volunteers, and contractors who serve as Tri-City officers, officials, or staff" as additional insureds. All coverage for subcontractors shall be subject to all of the requirements stated herein. All subcontractors shall be protected against risk of loss by maintaining insurance in the categories and the limits required herein. Subcontractors shall name Tri-City and Contractor as additional insured.

viii. To prevent delay and ensure compliance with this Agreement, the insurance certificates and endorsements must be submitted to:

Tri-City Mental Health Center
Attn: JPA Administrator/Clerk
1717 N. Indian Hill Boulevard, #B
Claremont, CA 91711-2788

c. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental disability, medical condition, sexual orientation or gender identity. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, sexual orientation or gender identity.

d. Changes to the Agreement. This Agreement shall not be assigned or transferred without advance written consent of Tri-City. No changes or variations of any kind are authorized without the written consent of the Executive Director. This Agreement may only be amended by a written instrument signed by both parties. The Contractor agrees that any written change or changes in compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement and shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services.

e. Records. All reports, data, maps, models, charts, studies, surveys, calculations, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that are prepared or obtained pursuant to this

Agreement and that relate to the matters covered hereunder shall be and remain the property of Tri-City. Contractor will be responsible for and maintain such records during the term of this Agreement. Contractor hereby agrees to deliver those documents to Tri-City at any time upon demand of Tri-City. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Tri-City and are not necessarily suitable for any future or other use. Failure by Contractor to deliver these documents to Tri-City within a reasonable time period or as specified by Tri-City shall be a material breach of this Agreement.

Tri-City and Contractor agree that until final approval by Tri-City, all data, reports and other documents are preliminary drafts not kept by Tri-City in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties. All work products submitted to Tri-City pursuant to this Agreement shall be deemed a "work for hire." Upon submission of any work for hire pursuant to this Agreement, and acceptance by Tri-City as complete, non-exclusive title to copyright of said work for hire shall transfer to Tri-City. The compensation recited in Section 9 shall be deemed to be sufficient consideration for said transfer of copyright. Contractor retains the right to use any project records, documents and materials for marketing of their professional services.

f. Contractor Attestation. Also in accordance with Tri-City's policies and procedures, Tri-City will not enter into contracts with individuals, or entities, or owners, officers, partners, directors, or other principals of entities, who have been convicted recently of a criminal offense related to health care or who are debarred, excluded or otherwise precluded from providing goods or services under Federal health care programs, or who are debarred, suspended, ineligible, or voluntarily suspended from securing Federally funded contracts. Tri-City requires that Contractor certifies that no staff member, officer, director, partner, or principal, or sub-contractor is excluded from any Federal health care program, or federally funded contract and will sign attached *Contractor's Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program*, incorporated herein as 'Exhibit B'.

16. PROJECT COMPLETION

Final Completion shall be deemed to occur on the last of the following events:

- a. Recordation of a Notice of Completion for the Project;
- b. Acceptance of the Project by Tri-City;
- c. Submission of all documents required to be supplied by Contractor to Tri-City under this Agreement, including but not limited to as-build drawings, warranties, and operating manuals; and delivery to Tri-City of Certificate of Completion duly verified by Contractor.

17. REPRESENTATIVE AND NOTICE.

a. Tri-City's Representative. Tri-City hereby designates its Executive Director to act as its representative for the performance of this Agreement ("Tri-City's Representative"). Tri-City's Representative shall have the power to act on behalf of Tri-City for all purposes under this Agreement.

b. Contractor's Representative. Contractor warrants that the individual who has signed the Agreement has the legal power, right, and authority to make this Agreement and to act on behalf of Contractor for all purposes under this Agreement.

c. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

If to Contractor: WITHERS & SANDGREN, LTD.
 Attn: Owner
 20948 Tulsa Street
 Chatsworth, CA 91311

If to Tri-City: TRI-CITY MENTAL HEALTH AUTHORITY
 Attn: Executive Director
 1717 N. Indian Hill Boulevard, Suite B
 Claremont, CA 91711-2788

Any notices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving Party's regular business hours or by facsimile before or during receiving Party's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provision of this Section. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

18. EXHIBITS.

The following attached exhibits are hereby incorporated into and made a part of this Agreement:

- Exhibit A: Withers & Sandgren, Ltd, Proposal For Design Services dated July 2, 2020
- Exhibit B: Contractor's Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

19. ENTIRE AGREEMENT.

This Agreement shall become effective upon its approval and execution by Tri-City. This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits. This Agreement supersedes all prior agreements, written or oral, between the Contractor and Tri-City relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Contractor and Tri-City. The validity or unenforceability of any provision of this Agreement declared by a valid judgment or decree of a court of competent jurisdiction, shall not affect the validity or enforceability of any other provision of this Agreement.

No delay or omission by Tri-City in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by Tri-City on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion or a waiver of any other condition of performance under this Agreement.

20. EXECUTION.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

TRI-CITY MENTAL HEALTH AUTHORITY

**WITHERS & SANDGREN, LTD.
Contractor**

By: _____
Antonette Navarro, Executive Director

By: _____
Lacey Withers, Owner

Attest:

By: _____
Micaela P. Olmos,
JPA Administrator/Clerk

Approved as to Form and Content:
DAROLD D. PIEPER, ATTORNEY AT LAW

By: _____
Darold D. Pieper, General Counsel

EXHIBIT A

**Tri-City Mental Health Authority
Garden Health Center**

CONSULTANT SCOPE OF WORK
FOR
DESIGN SERVICES

Prepared by:
Withers & Sandgren, Ltd.
20948 Tulsa Street
Chatsworth, CA 91311

July 2, 2020

**Tri-City Mental Health Authority
February 25, 2020**

A. INTRODUCTION

Tri-City Mental Health Authority intends to create a Therapeutic Garden and Walk adjacent to the parking lot at the Tri-City Mental Health Authority.

B. LOCATION

Tri-City Mental Health Authority
2008 North Garey Avenue
Pomona, Ca 91767



C. PROJECT DESCRIPTION

The Therapeutic Garden would include: concrete walkways, boulders, decomposed granite walkways, a dry streambed, bridge, raised planting beds, complete ADA access, shepherd hook fence and entry gate off of Garey, benches, vegetable garden beds, planting, irrigation and entry gate element from adjacent parking lot. A shade pavilion (with sink for handwashing) of approximately 24' x 24' is included as well as a storage shed.

Tri-City Mental Health Authority
Consultant Scope of Work
July 2020

D. CONSULTANT SERVICES SCOPE OF WORK

The consultant services scope of work contains milestones, tasks and deliverables to be completed by the consultant team for the project described above.

MILESTONE 3 – CONSTRUCTION DOCUMENTS

Prepare construction documents, in house cost estimate and specifications

Withers & Sandgren will prepare construction documents: construction, planting and irrigation plans, preliminary grading plan that specifies spot elevations at key locations, a horizontal control plan for dimensioning proposed elements, construction details, cost estimate and landscape and irrigation specifications for the proposed improvements to be submitted at the 90% and 100% stage. Lighting fixtures will be located on the landscape construction plans but a lighting plan and electrical engineer is not included in this scope of work. It is assumed that the selected contractor will be able to complete necessary permitting for proposed lighting elements. It is also assumed that the Tri-City Engineering Consultant will develop under separate contract the utility plan, Low Impact Development Report and Construction Erosion Control Plan and the project construction specifications for the purpose of bidding the project and administering the construction phase. Withers and Sandgren will supplement those specifications with those that cover the technical garden scope items. It is assumed there will be 2 submittals in all to Tri City and two submittals to the Planning Department at the City of Pomona. Withers & Sandgren will assist the Tri-City project manager in submitting plans to the City of Pomona Planning Department for review and approval. We will revise the drawings to meet the City of Pomona planning requirements. The selected contractor will be responsible for permitting the project. Withers & Sandgren will select and specify the prefabricated structure but the construction plans will be designed and permitted by the product company and selected contractor.

Consultant Deliverables–

2 plan set submittals will be submitted electronically, including cost estimates and specifications. If paper plan sets are required for review these will be billed separately as a reimbursable expense.

MILESTONE 4 – CONSTRUCTION ADMINISTRATION

Withers & Sandgren will attend pre-bid meeting and respond to any of the bidder's questions or issue addendums as needed during the bidding process specific to the landscape architects plans. Construction administration support would be on an hourly as needed basis, which may include answering RFI's, weekly construction meetings, field inspections for quality control and design clarification, coverage tests, final inspection and

punch lists. This work is covered under the Tri-City Engineering Consultant Scope of Services.

MILESTONE 5 – SOIL MANAGEMENT REPORT

Soils Management Report

Withers & Sandgren will provide two (2) soil samples to a designated Soils Laboratory for the necessary analysis required by the State's Water Efficient Landscape Ordinance and to receive agricultural suitability recommendations for the soil improvements in the garden..

Consultant Deliverables – Soils Management Report

Geotechnical Evaluation and Hydrology Reports

Geotechnical services will **not** be provided under this scope of work but may be required for the proposed structure. This would be expected to be covered under the construction contract. Additional landscape design documents that may be required by the City pending additional details of the scope being clarified are excluded from this proposal. Hydrology Report or other similar analysis are also excluded but can be provided by Tri City Engineering Consultant on a separate proposal upon further determination of the proposed improvements for this project

This proposal does not include custom Architectural building plans, Electrical Engineering plans, Topographic Survey or Geotechnical inspections or testing services or Deputy Inspection work.

Withers & Sandgren, Hourly Rate Schedule

Principal Landscape Architect – Project Manager \$140.00
Associate Landscape Architect \$120.00
Irrigation Designer \$110.00
Clerical \$60.00



PROJECT FEE PROPOSAL FORM

PROJECT NAME: **Tri-City Mental Health Authority Garden**

PROFESSIONAL SERVICES FEE BREAKDOWN:

<i>DESIGN DEVELOPMENT & COLOR GRAPHICS-completed</i>		<i>(\$9,380.00)paid</i>
CONSTRUCTION DOCUMENTS & SPECIFICATIONS		\$16,000.00
90% Construction Documents	\$8,000.00	
100% Construction Documents	\$8,000.00	
Construction Administration /Bidding to be billed hourly	<i>(Covered in Engineering proposal)</i>	
<u>TOTAL PROFESSIONAL SERVICES FEE</u>		<u>\$16,000.00</u>
PROJECT REIMBURSABLES BUDGET: Not included -plans, scans, color graphics To be billed at cost plus 15%		\$500.00
ADDITIONAL SUB SERVICES:		
Wallace Labs - Soils Report for Water Management Plan		\$900.00
<u>TOTAL ALL SERVICES:</u>		<u>\$17,400.00</u>

Withers and Sandgren LTD understands and agrees to the above fee breakdown for the subject project assignments.

By: **Name**
Title

7-2-2020

Date



TRI-CITY MENTAL HEALTH AUTHORITY
Concept Design



4/2020

EXHIBIT B



CONTRACTOR'S ATTESTATION THAT IT NOR ANY OF ITS STAFF MEMBERS IS RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM

WITHERS & SANDGREN, LTD

Contractor's Name	Last	First
-------------------	------	-------

Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded, or suspended from providing goods or services under any health care program funded by the Federal or State Government, directly or indirectly, in whole or in part, and the Contractor will notify the Tri-City Mental Health Authority (TCMHA) within thirty (30) days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a Federal or State funded health care program; and 2) any exclusionary action taken by any agency of the Federal or State Government against Contractor or one or more staff members barring it or the staff members from participation in a Federal or State funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold TCMHA harmless against any and all loss or damage Contractor may suffer arising from the Federal or State exclusion or suspension of Contractor or its staff members from such participation in a Federal or State funded health care program.

Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which TCMHA may immediately terminate or suspend this Agreement.

Is Contractor/Proposer/Vendor or any of its staff members currently barred from participation in any Federal or State funded health care program?

_____ **NO**, Contractor or any of its staff members is not currently barred from participation in any Federal or State funded health care program.

_____ **YES**, Contractor or any of its staff members is currently barred from participation in any Federal or State funded health care program. Describe the particulars on a separate page.

Lacey Withers, Owner

_____	_____	_____
Date	Contractor or Vendor's Name	Contractor or Vendor's Signature

Antonette Navarro, Executive Director

_____	_____	_____
Date	TCMHA Executive Official's Name	TCMHA Executive Official's Signature

DISTRIBUTION:

ORIGINAL
COPIES: HR Representative
Contractor
Finance



Tri-City Mental Health Authority
AGENDA REPORT

DATE: October 21, 2020

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Nancy Gill, Chief Operations Officer

SUBJECT: Approval of Resolution No. 554 Authorizing the Executive Director to Enter into a Three-Year Agreement with CentreScapes, Inc for Landscape Maintenance Services for Fiscal Years Ending June 30, 2021, 2022 and 2023, in the amount of \$81,486.00, with an Option to Extend Two Additional Years

Summary:

Staff is seeking Governing Board approval to authorize Tri-City to enter into an agreement with CentreScapes, Inc. This agreement would allow CentreScapes, Inc to provide Landscape Maintenance Services for five properties owned by Tri-City Mental Health Authority located at 2008 N. Garey Ave in Pomona, 2001 N. Garey Ave in Pomona, 1403 N. Garey Ave in Pomona, 786 N. Park Avenue in Pomona and 956 W. Baseline Road, in Claremont.

Background:

On September 2, 2020, a Request for Proposal (RFP) for Landscape Maintenance Services was issued and distributed (Attachment A) to 20 landscape maintenance companies. Out of the twenty companies, there were five companies that attended the mandatory pre-proposal meeting on September 16, 2020. Three of the five companies submitted proposals: CentreScape, Inc, S.C. Yamamoto , Inc and Alliance Landcare, Inc.

Proposals submitted are for a three (3) year initial agreement period with the possibility of two additional annual extensions for a total of five (5) years, subject to the annual review and recommendation of the Executive Director, the satisfactory negotiation of terms, the concurrence of the Governing Board, and the annual availability of a budget appropriation. The bid amounts submitted by the three companies are listed below, amounts are based on a five year agreement term.

Company	3-Year Contract			Optional 2-Year Extension		Total
	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	5 year
CenterScape, Inc	\$28,100.00	\$26,292.00	\$27,094.00	\$27,902.00	\$28,602.00	\$137,990.00

Governing Board of Tri-City Mental Health Authority

Approval of Resolution No. 554 Authorizing the Executive Director to Enter into a Three-Year Agreement with CentreScapes, Inc for Landscape Maintenance Services for Fiscal Years Ending June 30, 2021, 2022 and 2023, in the amount of \$81,486.00, with an Option to Extend Two Additional Years

October 21, 2020

Page 2

S. C. Yamamoto, Inc	\$31,950.00	\$28,850.00	\$28,850.00	\$28,850.00	\$28,850.00	\$147,350.00
Alliance Landcare, Inc.	\$69,507.47	\$69,494.25	\$72,968.88	\$76,617.31	\$80,448.16	\$369,036.07

Proposals were reviewed and evaluated by a committee that included the Chief Operations Officer, Facilities Manager and Facilities Coordinator. The committee also interviewed the three proposers as part of the evaluation process. Evaluations were based on the following criteria:

1. Proposer's qualifications, description and experience
2. Understanding and ability to perform the Scope of Work
3. References and experience with similar projects
4. Cost Proposal

Based on these evaluations, the committee is requesting for CentreScapes, Inc to be awarded the contract for landscape maintenance services. CentreScapes, Inc is a local (Pomona) owned landscaping business since 1992. They have a current State Contractors license and have staff certified with Department of Pesticide Regulation as a Qualified Applicator (QAC) and are members of the California Landscape Contractors Association. CentreScapes, Inc was the lowest bidder, local and therefore more accessible, provides the scope of work needed for this RFP, and have excellent references providing long term landscaping services for several companies.

Under the Agreement, CentreScape, Inc will be responsible for turf mowing and edging, fertilization and weed control, trash and debris removal, tree and shrub maintenance, ground cover and beds, herbicide/pesticide application and irrigation services for the following Tri-City properties:

- 2001 N. Garey Avenue, Pomona, CA 91767 – MHSA Building
- 2008 N. Garey Avenue, Pomona, CA 91767 – Adult Outpatient Clinic and Therapeutic Community Garden
- 1403 N. Garey Avenue, Pomona, CA 91767 – Wellness Center
- 786 N. Park Avenue, Pomona, CA 91767 – Permanent Supportive Housing
- 956 W. Baseline Road, Claremont CA 91711– Permanent Supportive Housing

As included in the RFP Addendum, landscaping services and costs are subject to change for the Therapeutic Community Garden at 2008 N. Garey and 956 W. Baseline properties based on the future development at these sites.

Governing Board of Tri-City Mental Health Authority
Approval of Resolution No. 554 Authorizing the Executive Director to Enter into a Three-Year Agreement with CentreScapes, Inc for Landscape Maintenance Services for Fiscal Years Ending June 30, 2021, 2022 and 2023, in the amount of \$81,486.00, with an Option to Extend Two Additional Years
October 21, 2020
Page 3

Fiscal Impact:

The fiscal impact for the five year agreement is \$137,990 and funding will come from a combination of Realignment and MHSA funding.

FY 20/21 = \$28,100

FY 21/22 = \$26,292

FY 22/23 = \$27,094

FY 23/24 = \$27,902

FY 24/25 = \$28,602

Recommendation:

Staff recommends that the Governing Board award the Agreement for Landscape Maintenance Services to CentreScapes, Inc and adopt Resolution No. 554 authorizing the Executive Director to execute a Three-Year Agreement with CentreScapes, Inc for Fiscal Years Ending June 30, 2021, 2022 and 2023, in the amount of \$81,486.00, with an option to extend two additional years, totaling \$137,990 for five years.

Attachments:

Attachment 5-A: Resolution No. 554 - DRAFT

Attachment 5-B: Agreement with CentreScapes, Inc - DRAFT

Attachment 5-C: RFP for Landscape Maintenance Services

Attachment 5-D: Bid Opening Results-Landscape Maintenance Services 10052020

RESOLUTION NO. 554

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A THREE-YEAR AGREEMENT WITH CENTRESCAPES, INC FOR LANDSCAPE MAINTENANCE SERVICES FOR FISCAL YEARS ENDING JUNE 30, 2021, 2022 AND 2023, IN THE AMOUNT OF \$81,486.00, WITH AN OPTION TO EXTEND AN ADDITIONAL TWO YEARS

The Governing Board of the Tri-City Mental Health Authority does resolve as follows:

1. Findings. The Governing Board hereby finds and declares the following:

A. Tri-City Mental Health Authority (“TCMHA” or “Authority”) desires to provide landscape maintenance services for its five properties located at 2008 N. Garey Ave in Pomona, 2001 N. Garey Ave in Pomona, 1403 N. Garey Ave in Pomona, 786 N. Park Avenue in Pomona, and 956 W. Baseline Road, in Claremont.

B. A Request for Proposals (RFP) for Landscape Maintenance Services was issued on September 2, 2020.

C. An Ad Hoc Committee was formed to review and evaluate the Proposals received; accordingly, it recommends awarding the contract for landscape maintenance services to CentreScapes, Inc. in the amount of \$28,100 in FY 2020-21; \$26,292 in FY 2021-22; and \$27,094 in FY 2022-23; totaling \$81,486.00. The optional two-year extension will impact Tri-City’s budget by \$27,902 in FY 2023-24; and \$28,602 in FY 2024-25.

2. Action

The Governing Board awards the contract for landscape maintenance services to CentreScapes, Inc. and authorizes the Executive Director to enter into, and execute, a Three-Year Landscape Maintenance Services Agreement with CentreScapes, Inc. for Fiscal Years ending June 30, 2021, 2022 and 2023, in the sum of \$81,486.00; with an option to extend two additional years, for a total value of \$137,990.00 for five years.

3. Adoption

PASSED AND ADOPTED at a regular meeting of the Governing Board held on October 21, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ROBIN CARDER, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By:_____

By:_____



INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN THE

TRI-CITY MENTAL HEALTH AUTHORITY

AND

CENTRESCAPES, INC.

DATED

November 1, 2020

ATTACHMENT 5-B

TABLE OF CONTENTS

Section Page

1.	Parties and Date.	1
2.	Contractor.	1
3.	Scope of Services.	1
4.	Performance of Services.	1
5.	Subcontractors.	2
6.	Time and Location of Work.	2
7.	Terms.	2
8.	Termination.	3
	a. Written Notice.	3
	b. Neglect or Refusal to Comply	3
	c. Breach.	3
	d. Non-payment.	3
	e. Effect of Termination.	3
9.	Compensation.	3
10.	Licenses.	4
11.	Proprietary Information.	4
12.	Reports and Information.	4
13.	Records and Audits.	4
14.	General Terms and Conditions.	5
	a. Indemnity.	5
	b. Insurance.	5
	c. Non-Discrimination and Equal Employment Opportunity.	6
	d. Changes to the Agreement.	6
	e. Records.	6
	f. Contractor Attestation.	7
15.	Representative and Notice.	7
	a. Tri-City’s Representative.	7
	b. Contractor’s Representative.	7
	c. Delivery of Notices.	7
16.	Exhibits.	7
17.	Entire Agreement.	8
18.	Execution.	8

AGREEMENT

1. PARTIES AND DATE

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into on the 1st of November, 2020 by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711 (hereinafter “Tri-City Mental Health Center” or “Tri-City”) and CentreScapes, Inc. with its principal place of business at 165 Gentry Street, Pomona, CA 91767 (hereinafter "Contractor"). Tri-City and Contractor are sometimes individually referred to as a “Party” and collectively as “Parties.”

2. CONTRACTOR

The express intention of the parties is that Contractor is an independent contractor and not an employee, agent, joint venture or partner of Tri-City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between Contractor and Tri-City or any employee or agent of Contractor. At all times Contractor shall be an independent contractor and Contractor shall have no power to incur any debt, obligation, or liability on behalf of Tri-City without the express written consent of Tri-City. Neither Tri-City nor any of his agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. In executing this Agreement, Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of Tri-City.

3. SCOPE OF SERVICES

Contractor shall provide the specified services and/or materials as set forth in ‘Exhibit A’ of this Agreement and the Contractor’s Proposal for Landscape Maintenance Services incorporated into and made a part of this Agreement as ‘Exhibit B.’

4. PERFORMANCE OF SERVICES

Contractor reserves the sole right to control or direct the manner in which services are to be performed. Contractor shall retain the right to perform services for other entities during the term of this Agreement, so long as they are not competitive with the services to be performed under this Agreement. Contractor shall neither solicit remuneration nor accept any fees or commissions from any third party in connection with the Landscape Maintenance Services provided to Tri-City under this Agreement without the expressed written permission of Tri-City. Contractor warrants that it is not a party to any other existing agreement which would prevent Contractor from entering into this Agreement or which would adversely affect Contractor’s ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement. In addition:

a. Contractor shall cause the landscape maintenance services to be performed in accordance with Tri-City approved specifications.

b. Contractor shall provide landscape maintenance services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations and in accordance with all applicable, current industry standards, regulations codes and statutes. Unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry. All work shall be performed per the Standard Specifications for Public Works Construction (Green Book), Latest Edition. All work shall comply with the applicable licensing, federal, state, and/or all local or city ordinances, codes, rules, orders, regulations, and statutes affecting any services performed under this Agreement.

c. Contractor shall take all reasonable steps during the course of performing any of the services so as not to interfere with the on-going operation of Tri-City business, the adjacent residences, businesses and facilities, including but not limited to not interfering with pedestrian and vehicular access. Contractor shall be responsible and shall take necessary precautions to prevent public trespass into areas of work, until the time that the work is finished. Rubbish, green waste and construction debris shall be disposed at an approved dump site. After removal operations have been completed, the grounds shall be left in a neat and presentable condition, satisfactory to the Tri-City Representative. The Contractor shall verify the location of all utilities prior to construction, repair or maintenance, and shall be held liable for all damages incurred due to his operations. The Contractor shall provide traffic control per the Manual on Uniform Traffic Control Devices (M.U.T.C.D.), subject to approval by the Tri-City Representative.

Compliance with this section by Contractor shall not in any way excuse or limit the Contractor's obligations to fully comply with all other terms in this Agreement.

5. SUBCONTRACTORS

Neither party hereto may assign this Agreement, nor will Contractor subcontract any service requested hereunder to contractor(s) unless consented to in writing by the Executive Director of Tri-City or Designee. After approval from Tri-City, any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. TIME AND LOCATION OF WORK

Contractor shall perform the services required by this Agreement at any place or location and at any time as Contractor deems necessary and appropriate, so long as the services are provided within the manner outlined in 'Exhibit A'.

7. TERMS

The services and/or materials furnished under this Agreement shall commence October 1, 2020 and shall be and remain in full force and effect until amended or terminated at the end of Year-Three on September 30, 2023, with an option to extend for two additional years through September 30, 2025; unless terminated in accordance with the provisions of Section 8 below.

8. TERMINATION

This Agreement may be terminated only as follows:

a. Written Notice. Either party may terminate this Agreement at any time, without cause, upon thirty (30) calendar days' prior written notice to the other party. Contractor agrees to cooperate fully in any such transition, including the transfer of records and/or work performed.

b. Neglect or Refusal to Comply. If at any time, Contractor fails to supply suitable equipment, an adequate working force, or material of proper quality, or shall fail in any respect to perform any work with the diligence and force specified and intended in and by the terms of the contract, notice thereof will be provided in writing to Contractor. Should the Contractor neglect or refuse to provide means for satisfactory compliance with the contract, as directed by the City Representative, within the time specified in such notice, Tri-City in any such case shall have the power to terminate all or any portion of the contract.

c. Breach. Tri-City, in its sole discretion, may terminate this Agreement "for cause" effective upon written notice to Contractor if Contractor has committed a material default under, or a breach of, this Agreement or has committed an act of gross misconduct. Contractor's failure to complete Landscape Maintenance Services on a timely basis shall constitute a material breach of this Agreement. For the purposes of this Agreement, the term "act of gross misconduct" shall mean the commission of any theft offense, misappropriation of funds, dishonest or fraudulent conduct, or any violation of any of the provisions under this Agreement.

d. Non-payment. Contractor, in its sole discretion, may terminate this Agreement effective upon written notice to Tri-City if Tri-City fails to pay the Compensation as defined in Section 9 (other than amounts which are subject to a good faith dispute between the parties) to Contractor within thirty (30) calendar days of the applicable payment's due date.

e. Effect of Termination. No termination of this Agreement shall affect or impair Contractor's right to receive compensation earned for work satisfactorily completed through the effective date of termination. In the event of termination, Contractor shall immediately deliver all written work product to Tri-City, which work product shall be consistent with all progress payments made to the date of termination.

9. COMPENSATION. For the full performance of this Agreement:

a. The Contractor will bill on a monthly basis based on work performed and completion/delivery of services/goods as detailed in Section 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional and industry standards for the area in which Contractor operates. Invoices not including the proper purchase order or any variations may cause a delay in payment. Payment will be made within thirty (30) days following receipt of invoices and approved by the staff overseeing the work. Tri-City does not pay in-advance and shall not be responsible for any interest or late charges on any payments from Tri-City to Contractor.

b. Tri-City shall pay Contractor an amount not to exceed amount as stated in 'Exhibit B'. Tri-City is not responsible for paying for any work done by Contractor or any subcontractor above and beyond the amount listed in the Contractor's Proposal for Landscape Maintenance Services ('Exhibit B'), unless agreed upon in writing by Tri-City's Executive Director.

c. Contractor is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. Tri-City will not accept or compensate Contractor for incomplete goods/services.

d. Contractor acknowledges and agrees that, as an independent contractor, the Contractor will be responsible for paying all required state and federal income taxes, social security contributions, and other mandatory taxes and contributions. Tri-City shall neither withhold any amounts from the Compensation for such taxes, nor pay such taxes on Contractor's behalf, nor reimburse for any of Contractor's costs or expenses to deliver any services/goods including, without limitation, all fees, fines, licenses, bonds, or taxes required of or imposed upon Contractor.

10. LICENSES

Contractor declares that Contractor has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business; and shall present a copy of the Business License after execution of this agreement.

11. PROPRIETARY INFORMATION

The Contractor agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning Tri-City's business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of Tri-City. The Contractor will not disclose any Proprietary Information to any person or entity, other than persons who have a need to know about such information in order for Contractor to render services to Tri-City and employees of Tri-City, without written approval by Executive Director of Tri-City, either during or after its engagement with Tri-City, unless and until such Proprietary Information has become public knowledge without fault by the Contractor. Contractor shall also be bound by all the requirements of HIPAA.

12. REPORTS AND INFORMATION

The Contractor, at such times and in such forms as the Tri-City may require, shall furnish the Tri-City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

13. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including all working papers, personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by Tri-City to assure proper accounting for all project funds, both Federal and non-Federal shares.

These records must be made available for audit purposes to Tri-City or any authorized representative, and must be retained, at the Contractor's expense, for a minimum of seven (7) years, unless Contractor is notified in writing by Tri-City of the need to extend the retention period.

14. GENERAL TERMS AND CONDITIONS

a. **Indemnity.** Contractor agrees to indemnify, defend and hold harmless Tri-City, its officers, agents and employees from any and all demands, claims or liability of personal injury (including death) and property damage of any nature, caused by or arising out of the performance of Contractor under this Agreement. With regard to Contractor's work product, Contractor agrees to indemnify, defend and hold harmless Tri-City, its officers, agents and employees from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of Contractor under this Agreement.

b. **Insurance.** Contractor shall obtain and file with Tri-City, at its expense, a certificate of insurance before commencing any services under this Agreement as follows:

i. **Workers Compensation Insurance:** Minimum statutory limits.

ii. **Automobile Insurance:** \$1,000,000.00 per occurrence.

iii. **Commercial General Liability And Property Damage Insurance:** General Liability and Property Damage Combined. \$2,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.

iv. **Builder's Risk Property Insurance:** request subcontractors to carry coverage for "all risk" Builder's Risk Insurance, with some exceptions, for the hard construction cost of structure.

v. **Notice Of Cancellation:** The Tri-City requires 30 days written notice of cancellation. Additionally, the notice statement on the certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

vi. **Certificate Of Insurance:** Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance by an insurer licensed to do business in California, satisfactory to Tri-City, and it shall name "Tri-City Mental Health Authority, its elective and appointed officers, employees, volunteers, and contractors who serve as Tri-City officers, officials, or staff" as additional insureds. All coverage for subcontractors shall be subject to all of the requirements stated herein. All subcontractors shall be protected against risk of loss by maintaining insurance in the categories and the limits required herein. Subcontractors shall name Tri-City and Contractor as additional insured.

vii. To prevent delay and ensure compliance with this Agreement, the insurance certificates and endorsements must be submitted to:

Tri-City Mental Health Authority
Attn: JPA Administrator/Clerk
1717 N. Indian Hill Boulevard, #B
Claremont, CA 91711-2788

c. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental disability, medical condition, sexual orientation or gender identity. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, sexual orientation or gender identity.

d. Changes to the Agreement. This Agreement shall not be assigned or transferred without advance written consent of Tri-City. No changes or variations of any kind are authorized without the written consent of the Executive Director. This Agreement may only be amended by a written instrument signed by both parties. The Contractor agrees that any written change or changes in compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement and shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services.

e. Records. All reports, data, maps, models, charts, studies, surveys, calculations, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that are prepared or obtained pursuant to this Agreement and that relate to the matters covered hereunder shall be and remain the property of Tri-City. Contractor will be responsible for and maintain such records during the term of this Agreement. Contractor hereby agrees to deliver those documents to Tri-City at any time upon demand of Tri-City. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Tri-City and are not necessarily suitable for any future or other use. Failure by Contractor to deliver these documents to Tri-City within a reasonable time period or as specified by Tri-City shall be a material breach of this Agreement. Tri-City and Contractor agree that until final approval by Tri-City, all data, reports and other documents are preliminary drafts not kept by Tri-City in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties. All work products submitted to Tri-City pursuant to this Agreement shall be deemed a "work for hire." Upon submission of any work for hire pursuant to this Agreement, and acceptance by Tri-City as complete, non-exclusive title to copyright of said work for hire shall transfer to Tri-City. The compensation recited in Section 9 shall be deemed to be sufficient consideration for said transfer of copyright. Contractor retains the right to use any project records, documents and materials for marketing of their professional services.

f. Contractor Attestation. Also in accordance with Tri-City's policies and procedures, Tri-City will not enter into contracts with individuals, or entities, or owners, officers, partners, directors, or other principals of entities, who have been convicted recently of a criminal offense related to health care or who are debarred, excluded or otherwise precluded from providing goods or services under Federal health care programs, or who are debarred, suspended, ineligible, or voluntarily suspended from securing Federally funded contracts. Tri-City requires that Contractor certifies that no staff member, officer, director, partner, or principal, or sub-contractor is excluded from any Federal health care program, or federally funded contract and will sign attached *Contractor's Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program*, incorporated herein as 'Exhibit C'.

15. REPRESENTATIVE AND NOTICE

a. Tri-City's Representative. Tri-City hereby designates its Executive Director to act as its representative for the performance of this Agreement ("Tri-City's Representative"). Tri-City's Representative shall have the power to act on behalf of Tri-City for all purposes under this Agreement.

b. Contractor's Representative. Contractor warrants that the individual who has signed the Agreement has the legal power, right, and authority to make this Agreement and to act on behalf of Contractor for all purposes under this Agreement.

c. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

If to Tri-City:

Tri-City Mental Health Authority
1717 N. Indian Hill Boulevard #B
Claremont, CA 91711-2788
Attn: Executive Director

If to Contractor:

CentreScapes, Inc.
165 Gentry Street
Pomona, CA 91767
Attn: President

Any notices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving Party's regular business hours or by facsimile before or during receiving Party's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provision of this Section. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

16. EXHIBITS

The following attached exhibits are hereby incorporated into and made a part of this Agreement:

Exhibit A: Scope of Services

Exhibit B: CentreScapes, Inc. Proposal for Landscape Maintenance Services

Exhibit C: Contractor's Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

17. ENTIRE AGREEMENT

This Agreement shall become effective upon its approval and execution by Tri-City. This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits. This Agreement supersedes all prior agreements, written or oral, between the Contractor and Tri-City relating to the subject matter of this Agreement.

This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Contractor and Tri-City. The validity or unenforceability of any provision of this Agreement declared by a valid judgment or decree of a court of competent jurisdiction, shall not affect the validity or enforceability of any other provision of this Agreement. No delay or omission by Tri-City in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by Tri-City on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion or a waiver of any other condition of performance under this Agreement.

18. EXECUTION.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

TRI-CITY MENTAL HEALTH AUTHORITY

CENTRESCAPES, INC., Contractor

By: _____
Antonette Navarro, Executive Director

By: _____
Jason Marcus, President

Attest:

By: _____
Micaela P. Olmos, JPA Administrator/Clerk

Approved as to Form and Content:
DAROLD D. PIEPER, ATTORNEY AT LAW

By: _____
Darold D. Pieper, General Counsel

EXHIBIT A

SCOPE OF SERVICES

The following are conditions and specifications covering general landscaping throughout Tri-City Mental Health Authority (“TCMHA”) facilities. This contract is based on performance and not limited to a certain amount of visits. Results will be deemed acceptable if they meet these minimum specifications. TCMHA reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or advisable by TCMHA. A TCMHA Representative may make such alterations or deviations, additions to, or omissions from these specifications, as may be determined during the progress of the work to be necessary and advisable for the proper completion thereof. Such alterations or deviations, additions or omissions shall in no way affect or make void the Independent Contractor Agreement. Upon written order of the TCMHA Representative, the Landscape Maintenance Contractor (“Contractor”) shall proceed with the work as increased, decreased or altered. If during the course of work the contractor experiences a conflict with the plans/scope of work, the contractor shall notify the TCMHA Representative before proceeding with said work.

The Contractor is required, as part of this agreement, to furnish all labor, materials, and equipment necessary to accomplish landscape maintenance services in accordance with the foregoing specifications. The Contractor will be reimbursed the wholesale cost of such materials and parts upon presentation of properly itemized invoices. The Contractor is expected to keep constant vigilance on the quality of their work performed throughout the facilities’ grounds. Any other types of materials required to be furnished will be considered as extra work.

The Contractor shall obtain prior approval of TCMHA for all expenditures above the monthly services. Prior approval shall not be required for monthly or recurring operating charges, or if in Contractor’s opinion, emergency expenditures over the maximum are needed to protect the property(ies) from damage, prevent injury to persons. In the event of an emergency, Contractor shall notify TCMHA, both in writing (via e-mail or text) and by phone, shortly after services have been requested to remedy the emergency.

A. LOCATIONS

To provide landscape maintenance services every two weeks, or when required, at the following Tri-City Mental Health Authority locations:

1. 2001 N. Garey Avenue, Pomona, CA 91767 – MHSA Building
2. 2008 N. Garey Avenue, Pomona, CA 91767 – Adult Outpatient Clinic and Therapeutic Community Garden
3. 1403 N. Garey Avenue, Pomona, CA 91767 – Wellness Center
4. 956 W. Baseline Road, Claremont, CA 91711 – Permanent Supportive Housing
5. 786 N. Park Avenue, Pomona, CA 91768 – Permanent Supportive Housing

B. TURF MAINTENANCE

1. Turf Mowing

- Lawns shall be mowed at the appropriate height to keep a neat appearance. Considering the topography, the Contractor is required to use the proper mowing equipment to provide a high quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain.

- Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required.
- Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.

2. Turf Edging

- Edging and trimming along curbs, walks, bed edges and treewells shall be done to keep a neat appearance. All hard edges shall be mechanically edged once per month during the growing season. Mow strips shall be treated with a non-selective herbicide as needed.
- Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade.
- Edging that cannot be addressed during regular visits due to vehicle obstructions, is to be discussed with the owner to achieve a solution.

3. Turf Fertilization & Weed Control

- Grounds and turf shall be kept weed free.
- Cracks, expansion joints, and crevices shall be kept free of weeds at all times.
- Well-balanced fertilizer shall be used to maintain a healthy green color and shall be applied based upon Contractor's knowledge and needs of the area.
- All sidewalks, driveways, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.
- All plant material will be fertilized with a balanced slow release fertilizer in the dormant season and supplemented throughout the year as necessary to maintain vigorous healthy plant material.

4. Trash and Debris Removal

- During routine maintenance visits the Contractor is responsible for removing trash and debris from the property, including sidewalks, common seating areas, walkways, pathways, etc.
- Curbs, sidewalks, etc. shall be inspected weekly and maintained in a neat, clean and safe condition at all times.
- All areas shall be cleaned weekly to remove all deposits of silt, sand, gravel, glass, and any other foreign debris.

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C. **TREE AND SHRUB MAINTENANCE**

1. All pruning shall be done using the International Society of Arboriculture (ISA) pruning standards, ANSI A300 Standards, and ANSI Z133 Safety Standards. Excessive pruning, stubbing back, or topping will not be permitted unless specifically approved by a TCMHA Representative due to unforeseeable circumstances.

2. All plant and tree material is to be pruned in a manner to provide a neat natural appearance. Limbs that obstruct buildings, walkways or vehicular traffic shall be removed. Shearing and selective pruning techniques are left to the discretion of the Contractor.
3. Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices. Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units.
4. All formal hedges shall be sheared to maintain desired shape and height.
5. Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production.
6. Dead or damaged portions of plants shall be removed whenever possible.
7. Contractor shall monitor trees and shrubs for signs of disease and insect infestations. If plants are affected appropriate recommendations for treatment shall be submitted to the Owner. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.
8. Deep cut selective pruning and hard cutbacks will be performed on plant material during winter months, for corrective and restorative purposes. Owner shall be informed before any drastic cutbacks are performed.
9. All mulched shrub beds, maintained natural areas and walking paths, are to be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2" tall are to be removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved post-emergence herbicides.
10. All pruning debris is the responsibility of the Contractor. No debris may be disposed of on-site without the expressed permission of the TCMHA.
11. All new plant material and irrigation installations shall be guaranteed for a period of one calendar year, except due to "Acts of God" (i.e., damage or death of plant material due to wind or storm events), or vandalism, theft, or other willful acts over which the maintenance Contractor has no control. Existing plants shall be replaced by Contractor if it is determined by TCMHA that they died due to Contractor's negligence.
12. All plant material shall be trimmed to prevent encroachment onto private property.
13. Prune plant materials so that all traffic control signs are clearly visible to approaching drivers.
14. Remove all dead, diseased and insect infested branches, and limbs.
15. Report severe damage or hanging limbs that are above fifteen feet (15') to the TCMHA Representative immediately. Limbs that have fallen or are otherwise lying on or contiguous to TCMHA maintained property shall be picked up by Contractor as soon as discovered or notified.
16. Contractor is required to evaluate trees two (2) times per year for removal of stakes and for pruning. A pruning schedule shall be submitted to the TCMHA Representative by October 15th of each year.
17. All trimmings and debris shall be removed and appropriately disposed of on the same day generated.
18. The Contractor shall provide replacement trees, at Contractor's expense, if trees are damaged or if the pruning and safety standards are not met.

D. GROUND COVER & BEDS

1. Open ground between plants shall be kept weed-free using mechanical or chemical methods.
2. All plant material shall be free of insect and disease. At all times public and environmental safety is to be considered when applying pesticides.
3. Groundcovers shall be fertilized, with a complete fertilizer, as appropriate and as recommended by the Contactor.
4. Litter and debris shall be removed during maintenance visits in order to ensure a neat appearance.
5. Soil surfaces shall be raked smooth and cultivated regularly.
6. Vines shall be trimmed neatly against supporting structures and kept within bounds.
7. Sign faces and windows shall be kept clear of encroaching growth.
8. All wood ship areas shall be maintained weed free and shall be replenished as necessary to maintain optimum level in each area, generally three (3) inches below the top of the concrete curbing.

E. IRRIGATION SERVICES

1. The Contractor is responsible for the complete operation and maintenance of the irrigation systems, including controllers and all components.
2. Contractor shall provide expertise and all labor to water all areas as required. Contractor shall inspect, test and insure proper time clock operations. The controllers shall be programmed according to seasonal requirements and to insure that all sprinkler heads are adjusted properly to maximize effective use of water on landscaping and to minimize overflow of water onto sidewalks, driveways and buildings.
3. The sprinkler system will be checked after each mowing for any damage, damages which occur as a result of the Contractor's own labor, shall be repaired by Contractor at Contractor's expense, within 48 hours.
4. The Contractor shall notify TCMHA of needed repairs as soon as possible. The Contractor shall replace or repair any irrigation components damaged (i.e. normal wear and tear, vandalism) as soon as possible and the irrigation repairs will be paid for as additional work. If any irrigation components were damaged by the activities or neglect of the Contractor, the needed repairs will be at the Contractor's expense, as well as the cost for any water loss during this time.

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Regardless of the cause of damage, the Contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand watering as needed. As soon as possible after receiving written authorization to proceed, the Landscape Maintenance Contractor shall make repairs. The following items are considered to be minor repairs: damaged or clogged sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler position (i.e.; raise, lower, or straighten sprinkler head). These minor repair items shall be corrected by Contractor as part of the landscape maintenance services.

- Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment.

- Plants that die due to irrigation failure will be considered to have died due to the Contractor's negligence and shall be replaced at the Contractor's expense.
 - Repair and adjust all sprinkler heads to maintain proper coverage.
 - Special watering requirements, i.e. fertilization programs, renovation, etc., or any needed variances will be discussed with the TCMHA Representative.
5. Failure of the irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide appropriate irrigation.

F. HERBICIDE/PESTICIDE APPLICATION

1. All work involving the use of chemicals shall be in compliance with all Federal, State and County laws. The Contractor shall have an employee who is a Licensed Pesticide Applicator.
2. Contractor will make every effort to promote Integrated Pest Management practices in the use of chemicals, management of weeds and pests in the contract area. Contact the TCMHA Representative with any major problems of weed or pest infestations.
3. Recommendations for pest control and the required chemical or combination of chemicals for each site must be turned in to the TCMHA Representative within thirty (30) calendar days after contract is awarded (including contract renewals) and at no additional cost to TCMHA. Should an unforeseen chemical application be necessary, a pest control recommendation shall be submitted to the TCMHA Representative (14) days prior to its use.
4. A pest control recommendation must be on file with the TCMHA Representative prior to use of special permit chemicals.
5. Repairs and Maintenance: the Contractor shall make, and/or supervise repairs, improvements, alterations and decorations to the property, and purchase and pay bills for services and supplies related to such maintenance and repairs.

G. MISCELLANEOUS OPERATIONS

1. Trash and recycling containers provided by TCMHA shall be emptied weekly, or more if necessary and washed after emptying (when necessary) as determined by the TCMHA Representative.
2. All drains shall be kept free of vegetation, debris and algae to allow unrestricted water flow.
3. Clean outdoor/patio benches and tables when on site performing landscape maintenance services. Sanitation and frequency may vary with use and as specified by the TCMHA Representative.
4. Proper erosion control measures shall be implemented to protect against erosion of pathways, berms, and slopes; and no runoff shall be allowed to run into the watershed.
2. Any graffiti or vandalism that is placed on any surface within the work area shall be reported immediately to the TCMHA Representative.
3. Report any daylight burners or broken lights immediately to the TCMHA Representative.

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4. Contractor shall be responsible for the checking of landscape maintenance areas and for the removal and disposal of broken branches, fallen trees, drainage systems and erosion control during inclement weather, and will be paid for as additional work.
5. In the event of inclement weather, if at any time the landscaped areas become flooded and there is standing water, it will be the Contractor's responsibility to remove water immediately, and will be paid for as additional work.

6. Safety

- All operations will be conducted to provide maximum safety for the public.
- Where contract work may create potential or known hazards on streets or roads and to persons traversing them, Contractor shall obtain at his own expense and place whatever signs, lights, barricades, cones or other safety devices are necessary to prevent accidents, injuries or damages, consistent with the Manual on Uniform Traffic Control Devices (M.U.T.C.D.), and with all other applicable ordinances and statutes.
- When working, personnel shall wear safety reflective vests at all times.
- Contractor's vehicles shall be properly identified with their name, logo and telephone number.
- Notification of all "specialty type" maintenance operations shall be given to the TCMHA Representative 48 hours prior to each of these operations by the Contractor. "Specialty Type" maintenance operations are defined as fertilization, turf aerification, turf dethatching, and annual type bedding plant replacements.
- Contractor shall not block walkways with equipment or materials during or after his maintenance operations.
- Remove from maintained grounds, as necessary, any and all animal feces or materials detrimental to human health.

7. Reports and Records

- The Contractor shall provide TCMHA a monthly maintenance schedule describing exact locations and areas of repairs and maintenance. Such reports shall be signed by the Contractor and the TCMHA Representative in charge of overseeing the work.
- Contractor shall provide TCMHA, in June of each fiscal year, an Annual Fertilizer Report ('Form A') documenting all areas where fertilizer has been applied. Report shall show date, location, time, brand name, chemical analysis, rate of application and total quantity of fertilizer applied.
- The Contractor shall submit an Annual Herbicide/Pesticide Amounts Applied Report ('Form B') to TCMHA in June of each fiscal year.
- The Contractor shall submit reports and schedules when requested for the following:
 - Suggestions for improving problem areas.
 - Reports of work planned.
 - Cost information to perform extra work for upgrading specific areas.

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- Records of all operations stating dates, times, methods of application, chemical formulations, applicator's names, and weather conditions shall be made and retained in an active file for a minimum of seven (7) years by the Contractor. These records must be available for review upon request from the TCMHA Representative, County, State or Federal Officers.
- Contractor shall maintain an incident and maintenance log, and provide copies of this log to TCMHA.
- Contractor's monthly Invoice shall provide the date, service location, the work performed, a copy of the Work Order, if applicable, and total charges for the work performed.
- Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments.

6. Extra Services

- The TCMHA Representative will place all requests for extra service directly to the Contractor by written Work Order or via telephone call or electronic mail. The TCMHA Representative reserves the right to request from the Contractor a written cost estimate before authorizing the work. The Contractor shall respond with a cost estimate within 24 hours, excluding weekends and holidays.
- After initial contact, and after the authorization to proceed is given by a TCMHA Representative, the Contractor shall respond accordingly and services shall be completed within a reasonable and expedient manner, based on the severity of the request. The Contractor shall provide all necessary transportation to and from work sites. Transportation shall be fully insured by the Contractor. Only upon request and authorization by the TCMHA Representative shall the Contractor perform non-emergency services work after hours. Contractor will notify the TCMHA Representative upon completion of work. Notification shall be within twenty-four (24) hours of completion of assigned task. Failure to comply with response times shall be considered as non-compliance. Repeated failure to comply may result in contract termination.

7. The Contractor shall comply with the National Pollution Discharge Elimination System (NPDES) Requirements. Contractor shall not discharge anything to the storm drain system. Contractor will contain any materials that may potentially reach a storm drain. Contractor shall provide to TCMHA annually in June of each fiscal year, an acknowledgement of adherence to these standards while performing work at TCMHA locations.

Agreement by & between TCMHA & CentreScapes
 8. Contractor must take all due precautionary measures to protect all of the existing utilities. When necessary, the Contractor shall have all utilities located by contacting the responsible agency at least 48 hours prior to commencing any work. The Contractor's attention is directed to the one-call utility notification service provided by Underground Service Alert (USA). USA member utilities will provide the Contractor with the locations of their substructures when given at least 48 hours' notice. Such requests should be requested through USA (1-800-422-4133).

9. Contractor shall ensure that employees assigned to perform landscape maintenance services at TCMHA locations are trained when and how to communicate with supervisors and TCMHA in the event of an emergency.

ANNUAL FERTILIZERS AND AMOUNTS APPLIED BY CONTRACTOR

Reporting Period: _____

BRAND NAME	FERTILIZER ANALYSIS			Amount Applied (lbs)	Total Square Footage Fertilized in Jurisdiction During Reporting Year
	Nitrogen	Phosphorous	Potassium		
Total					

Note: Please indicate the TOTAL acreage to which all fertilizer recorded during the reporting year was applied. (i.e. how many square feet of turf grass have been fertilized) This should be one number representing the total square footage to which each type of fertilizer was applied.

By signing this Annual Fertilizer Report, I hereby attest that I am authorized to complete this form.

Print Name and Title of Authorized Representative

Signature of Authorized Representative

Date

ANNUAL HERBICIDE/PESTICIDES AMOUNTS APPLIED BY CONTRACTOR

Reporting Period: _____

Herbicide/Pesticide Class of Interest	Active Ingredient	Brand Name	EPA Registration Number	% Active Ingredient	Total Product Used*	Units (lbs., dry oz., liquid oz., gal)
Pyrethroid	Bifenthrin					
	Permethrin					
	Cypermethrin					
	Cyfluthrin					
Organophosphate	Malathion					
	Dimethoate					
	Diazinon					
	Chlorpyrifos					
Phenylpyrazole	Fipronil					
Phosphonoglycine	Glyphosate					
Plant Growth Regulator	2, 4-D (Phenoxy)					
	Potassium salt of glyphosate	Roundup				
	Oryzalin	Surflan A.S.				

*Note: Total product from Herbicide/Pesticide container, not diluted amount applied.

By signing this Annual Herbicide/Pesticides Report, I hereby attest that I am authorized to complete this form.

Print Name and Title of Authorized Representative

Signature of Authorized Representative

Date

EXHIBIT B

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901**

ATTACHMENT B

RFP COVER PAGE

Name of Person, Business or Organization:	CentreScapes, Inc
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corporation, Non-Profit, Public)	Corporation
Federal Tax ID Number:	95-4557222
Contact Person – Name	Jason Marcus
Contact Person – Address	165 Gentry Street Pomona, CA 91767
Contact Person – Phone Number (s)	(909) 392-3303
Contact Person – e-mail address	jason.marcus@centrescapes.com

By signing this *RFP Cover Page* I hereby attest: that I have read and understood all the terms listed in the RFP; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by TCMHA, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Jason Marcus, President

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE



9-25-20

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901**

ATTACHMENT C

PROPOSER'S COMPANY INFORMATION, REFERENCES AND SUBCONTRACTORS

Company Name: CentreScapes, Inc	Address: 165 Gentry Street Pomona, CA 91767
Owner, Principal Officer: Mark Marcus	Headquarters Location/Date of Establishment: Pomona, CA / 1992
Email: jason.marcus@centrescapes.com	Website: www.centrescapes.com
Phone: (909)392-3303	Fax: (909)392-3308

List other license(s) and corresponding numbers/classification applicable or required for the scope of work of this proposal:

Contractors State License Board C27-725746

QAC# 107848

Have you ever operated this business under a different name? Yes _____ No X _____

If yes, please explain:

Agreen

[Continued on Page 2]

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901

List references of projects that your company is currently *working on or completed* in the last 5 years of similar size and scope of work for this proposal:

1. Company Name: Beverly Hospital Contact Name: Jeanette Ramirez
Contact e-mail: jramirez2@beverly.org Contact Phone: (323)725-4221
Scope of Work: Landscape Maintenance, Irrigation Control
Agreement Amount: \$3385/month Agreement Start/End Date: 2016

2. Company Name: Welltower Properties- Santa Anita Medical Contact Name: Jennifer Stephens
Contact e-mail: JStephens@welltower.com Contact Phone: (626)254-0552
Scope of Work: Landscape Maintenance, Irrigation Control
Agreement Amount: \$ 75/month Agreement Start/End Date: 1999

3. Company Name: The Renken Co- Upland Business Park Contact Name: Bobby Del Real
Contact e-mail: bobby.delreal@renkenco.com Contact Phone: (909)482-1060
Scope of Work: Landscape Maintenance, Irrigation Control
Agreement Amount: \$745/month Agreement Start/End Date: 1999

Subcontractors to be utilized, if applicable:

1. Company Name: V&A Tree Service Contact Name: Alvaro Vargas
Contact e-mail: vatreeserviceinc@yahoo.com Contact Phone: (714)583-2123
Specialty: Tree trimming Years in Business: 25
Scope of Work: Tree trimming

2. Company Name: _____ Contact Name: _____
Contact e-mail: _____ Contact Phone: _____
Specialty: _____ Years in Business: _____
Scope of Work: _____

Agreem

On Going Legal Proceedings: Provide details on any litigation in which your firm has been engaged in the past five (5) years. If none, then write "NONE."

None

CentréScapes, Inc.

Landscape Services

State License No. C27 725746

September 28, 2020

Tri-City Mental Health Authority
1717 N. Indian Hill Blvd, Suite B
Claremont, CA 91711

RE: Proposal for Landscape Maintenance Services
Transmittal Letter
RFP No. 2020-0901

To Whom it May Concern:

Attached please find the landscape maintenance proposal for Tri-City Mental Health Services Authority.

CentréScapes has thoroughly read all information in the provided RFP and attended the mandatory walk through at the five (5) different locations. We fully understand the site-specific needs and are prepared to perform all tasks.

As a company, CentréScapes is fully interested in this fantastic opportunity and committed to perform the required work at the highest landscape industry standards. We have been a family owned business since 1992. Quality and service are the cornerstone of CentréScapes continued growth and success. A proactive approach is always emphasized at each property we service.

Thank you for this opportunity and we look forward to hearing from you.

Respectfully yours,



Jason K. Marcus
President

Agreen

JKM:ms Bid TriCity LMP 092520



165 Gentry Street • Pomona, CA 91767 • (909) 392-3303 • Fax (909) 392-3308 • www.CentreScapes.com



CentréScapes, Inc
Project Manager and Core Team

- **Jason Marcus**
President/Project Manager

Jason has been with CentréScapes for the past 16 years. He started out as Operations Manager and is now President of the company. Jason has a Bachelor's Degree in Business Management from Cal Poly Pomona.

- **Lucio Granados**
Area Supervisor and Irrigation Technician

Lucio joined the CentréScapes team in 1999. He is responsible for the oversight of 13 crews throughout the Southern California area. Lucio has extensive training and certification in irrigation repair and installation.

- **Catalino Perez**
Crew Supervisor

Catalino has been with CentréScapes since 1996 and is one of our most trustworthy supervisors. He has been a crew supervisor for over 22 years.

Agreem

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901**

ATTACHMENT D

PROPOSER COMPANY WORK PROCESS INFORMATION

As part of proposal, Proposers are required to respond to the following questions:

1) Describe how service will be provided and proposed timelines and outcomes: _____

All five of the properties will be serviced by a fully trained roving crew based
out of our corporate office in Pomona. All locations will be serviced on the same
day with the same roving truck and supervisor.

2) Describe your quality control procedures: The supervisor of the truck is responsible for

the performance of the jobs and held accountable. Jason Marcus will inspect
properties as needed and provide pictures to crews of tasks to complete
and recommendations to facilities management. Lucio, our irrigation technician
and area supervisor, will also inspect the properties.

3) Describe your method for handling customer complaints/problems: _____

Any complaints will be handled by Jason Marcus immediately and corrected
in the field. Jason will follow up with emails, pictures, and any necessary
walk-throughs and meetings, etc.

[Continued on Page 2]

Agreem

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901

4) Quality Assurance Procedures:

- Services: Attach one copy of the service reporting form used to communicate actions taken.
- Service Technicians: Do they carry pagers or cell phones? Yes No
- Quality Assurance: Attach copy of the Quality Assurance Report used, if any.

5) Do you have ALCA Certified Landscape Professionals on staff? Yes No

If yes, please list them and attach a copy of their current certificate to this Attachment D:

_____ Expiration Date

_____ Expiration Date

6) Do you have ALCA Certified Landscape Technician(s) on staff? Yes No

If yes, please list them and attach a copy of their current certificate to this Attachment D:

_____ Expiration Date

_____ Expiration Date

7) Do you have on staff a Licensed Pesticide Applicator? Yes No

If yes, please list those who will be assigned to perform services under the Agreement and attach a copy of their current certificate to this Attachment D:

Mark Marcus License # 107848

_____ License # _____

8) Are you a current member in good standing with the Associated Landscape Contractors of America (ALCA)? Yes No

9) List other industry association memberships: California Landscape Contractors Association

10) List other services you provide: Full service landscape company

Agree

11) List industry awards: See attached

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901**

ATTACHMENT E

**EXCEPTION(S) TO SPECIFICATIONS AND/OR
SAMPLE INDEPENDENT CONTRACTOR AGREEMENT**

- We **have no** exceptions to the Scope of Work/Requirements

- We **have** exceptions to the Scope of Work/Requirements as listed below. Exceptions to the Scope of Work/Requirements stated herein shall be fully described in writing by the Proposer in the space provided below. Any alternate must be approved by Tri-City Mental Health Authority no less than 10 business days prior to the closing date.

- We **have no** exceptions to any other section of the Proposal Document or Independent Contract Agreement.

- We **have** exceptions to the Proposal Document or Independent Contract Agreement stated herein shall be fully described in writing by the Proposer in the space provided below.

Agreen

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901**

ATTACHMENT F

**PROPOSER PRICE PROPOSAL
(REVISED SEPTEMBER 25, 2020)**

To ensure consistency and for proper analysis, pricing submission should follow the format reflected. Prices will be based on the specified number of occurrences per year beginning on the effective the of the Independent Contractor Agreement, and should include all labor, material cost, sub-contracted expense, overhead, tax, and the total not-to-exceed amount.

Property Location: 2001 N. Garey Ave, Pomona CA 91767 -- MHSA Building

Description of Services	No. of Occurrences Per Year	Year 1	Year 2	Year 3	Optional Contract Extension	
					Year 4	Year 5
Mowing (Includes edging, string-trim, and clean-up)	52	\$ 2160	\$ 2,224.80	\$ 2,292	\$ 2,360	\$ 2430.80
Detailing (Shrub pruning, tree pruning, palm pruning, weeding and general cleanup of the entire property)	52	\$ 2160	\$ 2224.80	\$ 2292	\$ 2360	\$ 2430.80
Fertilization/Chemical Treatments/Pest Control (Fungicide, insecticide, herbicide)	6	\$ 540	\$ 556.20	\$ 573	\$ 590	\$ 607.70
Irrigation (Spring start up, winterizing, inspection, maintenance and repair)	12	\$ 540	\$ 556.20	\$ 573	\$ 590	\$ 607.70
Annual Flowers	N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A
GRAND TOTAL		\$ 5400	\$ 5562	\$ 5730	\$ 5900	\$ 6077

*Prices listed are per year. First year total cost = \$450.00/month

Agreen

Description of Services	One Time Fee
Initial Clean-up	\$ 850.00

END OF ADDENDUM

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901**

ATTACHMENT E

**PROPOSER PRICE PROPOSAL
(REVISED SEPTEMBER 25, 2020)**

To ensure consistency and for proper analysis, pricing submission should follow the format reflected. Prices will be based on the specified number of occurrences per year beginning on the effective the of the Independent Contractor Agreement, and should include all labor, material cost, sub-contracted expense, overhead, tax, and the total not-to-exceed amount.

Property Location: 2008 N. Garey Ave, Pomona CA 91767 -- Adult Outpatient Clinic and Therapeutic Community Garden

Description of Services	No. of Occurrences Per Year	Year 1	Year 2	Year 3	Optional Contract Extension	
					Year 4	Year 5
Mowing (Includes edging, string-trim, and clean-up)	52	\$ 3072	\$ 3168	\$ 3264	\$ 3360	\$ 3408
Detailing (Shrub pruning, tree pruning, palm pruning, weeding and general cleanup of the entire property)	52	\$ 3072	\$ 3168	\$ 3264	\$ 3360	\$ 3408
Fertilization/Chemical Treatments/Pest Control (Fungicide, insecticide, herbicide)	6	\$ 768	\$ 792	\$ 816	\$ 840	\$ 852
Irrigation (Spring start up, winterizing, inspection, maintenance and repair)	12	\$ 768	\$ 792	\$ 816	\$ 840	\$ 852
Annual Flowers	N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A
GRAND TOTAL		\$ 7680	\$ 7920	\$ 8160	\$ 8400	\$ 8520

*Prices listed are per year. First year total cost = \$640.00/month

Agreen

Description of Services	One Time Fee
Initial Clean-up	\$ 1,250

END OF ADDENDUM

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901**

ATTACHMENT F

**PROPOSER PRICE PROPOSAL
(REVISED SEPTEMBER 25, 2020)**

To ensure consistency and for proper analysis, pricing submission should follow the format reflected. Prices will be based on the specified number of occurrences per year beginning on the effective the of the Independent Contractor Agreement, and should include all labor, material cost, sub-contracted expense, overhead, tax, and the total not-to-exceed amount.

Property Location: 1403 N. Garey Ave, Pomona CA 91767 -- Wellness Center

Description of Services	No. of Occurrences Per Year	Year 1	Year 2	Year 3	Optional Contract Extension	
					Year 4	Year 5
Mowing (Includes edging, string-trim, and clean-up)	52	\$ 1192	\$ 2052	\$ 2113.60	\$ 2176.80	\$ 2242
Detailing (Shrub pruning, tree pruning, palm pruning, weeding and general cleanup of the entire property)	52	\$ 1192	\$ 2052	\$ 2113.60	\$ 2176.80	\$ 2242
Fertilization/Chemical Treatments/Pest Control (Fungicide, insecticide, herbicide)	6	\$ 498	\$ 513	\$ 528.40	\$ 544.20	\$ 560.50
Irrigation (Spring start up, winterizing, inspection, maintenance and repair)	12	\$ 498	\$ 513	\$ 528.40	\$ 544.20	\$ 560.50
Annual Flowers	N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A
GRAND TOTAL		\$ 4980	\$ 5130	\$ 5284	\$ 5442	\$ 5605

*Prices listed are per year. First year total cost = \$415.00/month

Agreen

Description of Services	One Time Fee
Initial Clean-up	\$ 500.00

END OF ADDENDUM

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901**

ATTACHMENT F

**PROPOSER PRICE PROPOSAL
(REVISED SEPTEMBER 25, 2020)**

To ensure consistency and for proper analysis, pricing submission should follow the format reflected. Prices will be based on the specified number of occurrences per year beginning on the effective the of the Independent Contractor Agreement, and should include all labor, material cost, sub-contracted expense, overhead, tax, and the total not-to-exceed amount.

Property Location: 956 W. Baseline Road, Claremont, CA 91711 -- Permanent Supportive Housing

Description of Services	No. of Occurrences Per Year	Year 1	Year 2	Year 3	Optional Contract Extension	
					Year 4	Year 5
Mowing (Includes edging, string-trim, and clean-up)	52	\$ 1488	\$ 1536	\$ 1584	\$ 1632	\$ 1680
Detailing (Shrub pruning, tree pruning, palm pruning, weeding and general cleanup of the entire property)	52	\$ 1488	\$ 1536	\$ 1584	\$ 1632	\$ 1680
Fertilization/Chemical Treatments/Pest Control (Fungicide, insecticide, herbicide)	6	\$ 372	\$ 384	\$ 396	\$ 408	\$ 420
Irrigation (Spring start up, winterizing, inspection, maintenance and repair)	12	\$ 372	\$ 384	\$ 396	\$ 408	\$ 420
Annual Flowers	N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A
GRAND TOTAL		\$ 3720	\$ 3840	\$ 3960	\$ 4080	\$ 4200

*Prices listed are per year. First year total cost = \$310.00/month

Agreen

Description of Services	One Time Fee
Initial Clean-up	\$ N/A

END OF ADDENDUM

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901**

ATTACHMENT F

**PROPOSER PRICE PROPOSAL
(REVISED SEPTEMBER 25, 2020)**

To ensure consistency and for proper analysis, pricing submission should follow the format reflected. Prices will be based on the specified number of occurrences per year beginning on the effective the of the Independent Contractor Agreement, and should include all labor, material cost, sub-contracted expense, overhead, tax, and the total not-to-exceed amount.

Property Location: 786 N. Park Ave, Pomona CA 91768 -- Permanent Supportive Housing

Description of Services	No. of Occurrences Per Year	Year 1	Year 2	Year 3	Optional Contract Extension	
					Year 4	Year 5
Mowing (Includes edging, string-trim, and clean-up)	52	\$ 1488	\$ 1536	\$ 1584	\$ 1632	\$ 1680
Detailing (Shrub pruning, tree pruning, palm pruning, weeding and general cleanup of the entire property)	52	\$ 1488	\$ 1536	\$ 1584	\$ 1632	\$ 1680
Fertilization/Chemical Treatments/Pest Control (Fungicide, insecticide, herbicide)	6	\$ 372	\$ 384	\$ 396	\$ 408	\$ 420
Irrigation (Spring start up, winterizing, inspection, maintenance and repair)	12	\$ 372	\$ 384	\$ 396	\$ 408	\$ 420
Annual Flowers	N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A
GRAND TOTAL		\$ 3720	\$ 3840	\$ 3960	\$ 4080	\$ 4200

*Prices listed are per year. First year total cost = \$310.00/month

Agreen

Description of Services	One Time Fee
Initial Clean-up	\$ N/A

END OF ADDENDUM

MONTHLY SITE ASSESSMENT REPORT

Property Name: Beverly Hospital

Date: 8/14/2020

Month of Report: August 2020

MAINTENANCE ITEMS:

1. Routine clean up and mowing all turf
2. Continue spray weeds in parking lot and planters
3. Trimmed shrubs near Maternity Center
4. Friday 8/14- crew to open all lawn valves and check coverage
5. Clean and detail all planters near Maternity and Administration
6. Clean administration Courtyard

ITEMS OF CONCERN: Leaking valve on Beverly see pending proposals

FUTURE MAINTENANCE ITEMS:

1. Clean Birds of Paradise – 3rd ST. Apartments
2. Clean vacant lot and planters in front
3. Clean planter Medical Plaza Bldg.
4. Continue spraying weeds
5. Light trim Boxwood – Wound Care Bldg.
6. Clean planter parking lot

RECOMMENDATIONS

1. Trim 2 trees – Women Care Clinic
2. Landscape front planter – Women Care Clinic
3. Trim tree - 3rd Street Apartments

Agreen

PENDING PROPOSALS – See attached

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY

RFP NO. 2020-0901

CENTRESCAPES, INC.

SPECIAL NOTES

- Tree trimming once per year – Included
- Trash can and plastic liner – No, per Alex at walk-through
- 1403 Garey – One Carrotwood not included per Alex
Red bark for entries
Oak trim at 20% only
- Park Ave. and Baseline -- No trees
- Cover mulch included once per year
- One time clean up cost:


2008 Garey	\$1250.00
2001 Garey	\$ 850.00
1403 Garey	\$ 500.00

Agreen



**ADDENDUM NO. 1
REQUEST FOR PROPOSALS NO. 2020-0901
LANDSCAPE MAINTENANCE SERVICES**

Issued: September 25, 2020

NOTICE TO ALL PROPOSERS	
<p>The Request for Proposals (RFP) for Landscape Maintenance Services is modified as set forth in this Addendum. The original RFP Documents remain in full force and effect, except as modified by this Addendum which is hereby made part of the RFP. Proposer shall take this Addendum into consideration when preparing and submitting a Proposal. The original document can be found on Tri-City's website at www.tricitymhs.org. Proposer acknowledges receipt of this Addendum No. 1 through the signature below.</p>	
 _____ Signature	Jason Marcus, President _____ Print Name and Title
DESCRIPTION OF CHANGE	
Section III	The following paragraphs has been added to this section:
Scope of Service	<p>"TCMHA Therapeutic Community Garden at 2008 N. Garey Avenue in Pomona will be renovated during Fiscal Year 2020-21; therefore, landscape services will not be required during the construction renovation project. Accordingly, TCMHA shall not be billed for any services at this location, unless the Facilities Manager requests services in writing during the construction period. After renovation construction project is completed, the successful Proposer can negotiate the landscape services cost for this location if the required landscape services change.</p> <p>The landscape services for property located at 956 W. Baseline Road in Claremont includes only maintaining the foliage around the house and the front wall, and not the entire property. In addition, landscaping services for this property are subject to change should there be a housing project developed on the property next year.</p>
Section V.C.7	The Following language has been added at the end of the paragraph under this section:
V. Proposal Requirements C. Proposal Format 7. Proposer Price Proposal	"All Proposers shall complete for each location a Proposer Price Proposal (Attachment F); and shall also include in their Proposal a one-time initial clean-up cost for each location."
<p>This Addendum No. 1 has been issued to further clarify and specify all services sought from the successful Proposer; and to answer questions received.</p>	

Agreen

A revised Attachment F is hereby attached.

EXHIBIT C



CONTRACTOR'S ATTESTATION THAT IT NOR ANY OF ITS STAFF MEMBERS IS RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM

CENTRESCAPES, INC.

Contractor's Name	Last	First
-------------------	------	-------

Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded, or suspended from providing goods or services under any health care program funded by the Federal or State Government, directly or indirectly, in whole or in part, and the Contractor will notify the Tri-City Mental Health Authority (TCMHA) within thirty (30) days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a Federal or State funded health care program; and 2) any exclusionary action taken by any agency of the Federal or State Government against Contractor or one or more staff members barring it or the staff members from participation in a Federal or State funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold TCMHA harmless against any and all loss or damage Contractor may suffer arising from the Federal or State exclusion or suspension of Contractor or its staff members from such participation in a Federal or State funded health care program.

Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which TCMHA may immediately terminate or suspend this Agreement.

Is Contractor/Proposer/Vendor or any of its staff members currently barred from participation in any Federal or State funded health care program?

_____ **NO**, Contractor or any of its staff members is not currently barred from participation in any Federal or State funded health care program.

_____ **YES**, Contractor or any of its staff members is currently barred from participation in any Federal or State funded health care program. Describe the particulars on a separate page.

Jason Marcus, President

Date	Contractor or Vendor's Name	Contractor or Vendor's Signature
------	-----------------------------	----------------------------------

Antonette Navarro, Executive Director

Date	TCMHA Executive Official's Name	TCMHA Executive Official's Signature
------	---------------------------------	--------------------------------------

DISTRIBUTION:

ORIGINAL

- COPIES:
- HR Representative
 - Contractor
 - Finance



**Administration Office
1717 N. Indian Hill Blvd., Suite B
Claremont, CA 91711**

REQUEST FOR PROPOSALS
FOR
LANDSCAPE MAINTENANCE SERVICES

September 2, 2020

ATTACHMENT 5-C

CONTACT

Alex Ramirez, Facilities Manager

Phone: (909) 973-3555

E-mail: aramirez@tricitymhs.org

SUMMARY OF PROPOSAL PACKET

- RFP Cover Page
- Proposer's Company Information, References and Subcontractors
- Transmittal Letter
- Owner/Responsible Project Manager and Core Team
- Proposer's Company Work Process Information
- RFP Exceptions
- Proposer Price Proposal
- On or before October 1, 2020, 5PM PST, completed Proposal Packet scanned and e-mailed to: JPA Administrator Clerk at molmos@tricitymhs.org

OR

Hard Copy by October 5, 2020, 4PM PST, sealed and delivered via mail, overnight, or in person to:

Tri-City Mental Health Authority
1717 N. Indian Hill Blvd, Suite B
Claremont, CA 91711
Attn: JPA Administrator/Clerk
"SEALED PROPOSAL FOR LANDSCAPE MAINTENANCE SERVICES"

- The full RFP may be downloaded from TCMHA's website at www.tricitymhs.org
- All proposals must be signed by a duly authorized representative of the agency.
- All unsigned or late proposals will be rejected.
- Faxed proposals are not accepted.
- Proposals will be verified for compliance with RFP specifications and also competitively evaluated.
- A recommendation to award contract tentatively will be presented to the Governing Board at its October 21, 2020 meeting.
- TCMHA reserves the right to make no award of contract.
- We appreciate your interest in Tri-City Mental Health Authority and look forward to your response.

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	AGENCY PROFILE	1
	A. Tri-City Mental Health Authority	1
	B. The Three Cities: Pomona, Claremont, and La Verne	1
III.	SCOPE OF SERVICE	2
IV.	RFP AND TIMELINE	2
	A. RFP Schedule	2
	B. Explanation of Timeline	3
V.	PROPOSAL REQUIREMENTS	4
	A. TCMHA Contact During Formal Proposal Process	4
	B. Time and Manner of Submission	4
	C. Proposal Format	4
VI.	AWARD AND AGREEMENT EXECUTION	5
	A. Proposal Opening	5
	B. Proposal Evaluation	5
	C. Proposal Rejection	6
	D. Subcontracting	6
	E. Withdrawal or Modification of Proposals	6
	F. Agreement Period	6
	G. Award of Contract	6
	H. Execution of Agreement	7
	I. Indemnity and Insurance Requirements	7
	J. Agreement Extension and Price Adjustment Parameters	7
VII.	GENERA PROVISIONS	7
	A. Independent Contractor	7
	B. Public Records – Notice Related to Proprietary/Confidential Data	8
	C. Conflict of Interest	8
	D. Nondiscrimination	8
	E. Debarred/Suspended Contractors	9
	F. Governing Law and Regulations	9
VIII.	DEFINITIONS	9
IX.	ATTACHMENTS	10
	Scope of Services	Attachment A
	RFP Cover Page	Attachment B
	Proposer’s Company Information, References and Subcontractors	Attachment C
	Proposer’s Company Work Process Information	Attachment D
	RFP Exceptions	Attachment E
	Proposer Price Proposal	Attachment F
	Sample Independent Contractor Agreement	Attachment G

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901

I. INTRODUCTION

Tri-City Mental Health Authority (TCMHA) is requesting proposals from qualified gardeners and/or landscapers to perform landscape maintenance services of TCMHA's grounds for three years beginning November 1, 2020 and ending October 31, 2023, with an option to extend for two additional years. This Request for Proposals (RFP) is expected to result in a fixed price contract. All proposers shall meet the provisions, requirements and specifications listed in this Request for Proposal Document No. 2020-0901, and must be received by TCMHA as indicated in the **Proposal Requirements**.

II. AGENCY PROFILE

A. Tri-City Mental Health Authority ("TCMHA")

TCMHA was established through a Joint Powers Authority Agreement between the Cities of Pomona, Claremont and La Verne pursuant to the provisions of the Joint Exercise of Powers Act of the State of California, to deliver mental health services to the residents of the three Cities. Pursuant to the Joint Powers Authority Agreement, TCMHA is a public agency governed by a Governing Board ("Board) composed of seven members; four members are a council member of his/her respective City, and three members of the Board are community members appointed by the three Cities. To carry out the Agency operations, the Governing Board develops and establishes resolutions and policies, and appoints an Executive Director to conduct the Agency's day-to-day operations.

TCMHA has a stated commitment to achieving excellence and efficiency as a public Agency serving the diverse communities of Pomona, Claremont, and La Verne through its five facilities, over 200 employees, and outpatient services. TCMHA creates an integrated system of care to ensure access and to enhance the mental and emotional health of its clients. Available services include psychotherapy, clinical case management, medication support, peer-to-peer support, psychoeducation, linkage and referral, vocational training and support, socialization activities, and community outreach.

B. The Three Cities: Pomona, Claremont, and La Verne

The City of Pomona was incorporated as a City in 1888 and became a charter City in 1911. Today, Pomona is the seventh largest city in Los Angeles County, with a population of 154,345, encompasses a land area of 22.95 sq. miles, and is located approximately 27 miles east of downtown Los Angeles in the Pomona Valley between the Inland Empire and the San Gabriel Valley. Pomona is bordered by the cities of La Verne and Claremont on the north; the Los Angeles/San Bernardino county line forms most of the city's southern and eastern boundaries. Pomona boasts a progressive economy, business opportunity, and a strong workforce. Pomona is the site of Pomona Valley Hospital Medical Center and of the Fairplex, which hosts the L.A. County Fair and the NHRA Auto Club Raceway (formerly known as Pomona Raceway). Colleges and universities located in Pomona are California State Polytechnic University (Cal Poly Pomona), Western University of Health Sciences (formerly known as College of Osteopathic Medicine of the Pacific) and DeVry University has a campus in Pomona.

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901

The City of Claremont was founded in 1887 and incorporated in 1907; it is located approximately 30 miles east of Los Angeles, consisting of 35,000 residents and an area of 14.14 square miles. The City's development has always been closely associated with the academically acclaimed Claremont Colleges consisting of five undergraduate and two graduate higher education institutions. The community takes pride in its rich cultural, educational and architectural heritage, as well as its small-town atmosphere.

The City of La Verne was founded in 1887 and incorporated in 1906; it is situated approximately 35 miles east of Los Angeles nestled in the foothills of the San Gabriel - Pomona Valleys, consisting of a population of over 33,000 and a land area of 8.6 square miles. La Verne is a well-balanced residential community which includes a good mix of commercial and industrial uses as well as the University of La Verne, an airport and fine public and private schools.

III. SCOPE OF SERVICE

Work to be done consists of furnishing all labor, supervision, methods of processes, implements, tools, machinery, safety equipment, traffic control, materials and proper licensing required to provide labor, material and equipment to perform as required Landscape Maintenance Services at the following TCMHA locations:

- 2001 N. Garey Avenue, Pomona, CA 91767 – MHSA Building
- 2008 N. Garey Avenue, Pomona, CA 91767 – Adult Outpatient Clinic and Therapeutic Community Garden
- 1403 N. Garey Avenue, Pomona, CA 91767 – Wellness Center
- 786 N. Park Avenue, Pomona, CA 91767 – Permanent Supportive Housing
- 956 W. Baseline Road, Claremont CA 91711– Permanent Supportive Housing

Typical maintenance work shall include, but not be limited to the tasks listed in *Attachment A* in those areas designated by the TCMHA Representative and to leave the grounds in a neat condition. The scope of the landscape maintenance work may vary according to need and site. The contract covers landscape maintenance services; improvement projects shall be bid out separately.

IV. RFP AND TIMELINE

A. RFP Schedule

- Request for Proposal (RFP) Issued: **September 2, 2020**
- Mandatory Pre-Proposal Meeting (Project Site Tour): **September 16, 2020**
- Written Questions Deadline: **September 21, 2020**
- Response to Written Questions/RFP Addendum Posted: **September 25, 2020**
- **Proposals Deadline: October 1, 2020, 5:00 PM PST (Electronic Copy)**
or October 5, 2020, 4:00 PM PST (Hard Copy)
- Interviews: **October 12, 2020, time TBD**
- Anticipated Award of Contract: **October 21, 2020**
- Anticipated Commencement of work: **November 1, 2020**

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901

B. Explanation of Timeline

1. RFP Issued. The Request for Proposal Documents may be obtained from TCMHA's website at www.tricitymhs.org. The TCMHA will not be responsible for the completeness or accuracy of Request for Proposal Documents retrieved from any other source than directly from TCMHA.

2. Mandatory Pre-Proposal Meeting/Site Visit (Project Tour). TCMHA is scheduling a mandatory pre-proposal meeting/site visit to give the opportunity to thoroughly examine the project by visiting the facilities and discuss the requested services. Failure to inspect the sites will in no way relieve the successful contractor from the necessity of furnishing any materials or performing any labor necessary for the satisfactory completion of the work. The site visit will be on September 16, 2020 and will begin TCMHA, 2008 N. Garey Avenue, Pomona, CA 91786.

Proposers interested in submitting a proposal must contact the RFP Contact Person to acknowledge attendance for the site visit. Please plan on 4 hours for walk-through as we will be traveling to five locations. Transportation will not be provided by TCMHA and is the responsibility of the Proposer.

3. Written Questions Deadline. Submit all written questions by the deadline to RFP Contact Person. Questions submitted in any other manner or format are not acceptable. All questions must be received via e-mail by 5:00 PM PST September 21, 2020 (see **RFP Schedule**). Questions will be responded to in writing. Written summaries of all questions and answers will be published on TCMHA's website. Anonymity of the source of specific written questions will be maintained in the written responses. A clarification addendum will be issued, if necessary.

4. Response to Written Questions/RFP Addendum Posted. Any material change to the RFP will be listed on an Addendum to the RFP and posted at www.tricitymhs.org by September 25, 2020. Additional written questions must be received by the RFP Contact Person no later than two (2) days after an Addendum is posted. The Agency reserves the right to post additional addenda until the RFP closing date and time. Any written addendum issued during the Proposal time shall become a part of the Request for Proposal Document and shall be signed and attached to the Proposal and made a part of the Proposal submitted. It is the Proposer's responsibility to indicate acknowledgement, sign, and return addendums with their response. TCMHA reserves the right to reject any responses deemed to be non-responsive.

5. Proposal Deadline. Proposals must be received no later than the deadline specified in RFP and Proposal Timeline.

6. Proposal Evaluation Period. An Evaluation Committee will review and evaluate the proposals and make a recommendation as to which bid(s) to move forward.

7. Interviews. TCMHA will interview the top three Proposer(s). The interviews will be held on-site at a location designated by the Agency.

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901

8. Anticipated Award of Contract. A formal written notice of intent to award letter will be sent to the selected Proposer; and it will include the anticipated date of the Governing Board meeting when the item will be presented for approval.

V. PROPOSAL REQUIREMENTS

A. TCMHA Contact During Proposal Process

During the proposal process, TCMHA contact shall be Alex Ramirez, Facilities Manager, (909) 973-3555, e-mail: aramirez@tricitymhs.org.

B. Time and Manner of Submission

A fully executed Proposal shall be scanned and emailed to molmos@tricitymhs.org no later than **5:00 p.m., Pacific Time, on October 1, 2020.**

Proposals may also be submitted in hard-copy form via U.S. Mail, Overnight, or Hand Delivery, and shall be received by TCMHA Mental Health Authority's Administration Office no later than the Closing Time 4:00 p.m., Pacific Time, on **October 5, 2020.** Received proposals will be time stamped. Proposals submitted via Hand Delivery, may be delivered on **Mondays only between the hours of 8:00 AM and 4:00 PM (Pacific)**, excluding TCMHA holidays. Proposals delivered after the Closing Time will not be accepted. Proposals must be in a sealed envelope, and be marked and addressed as follows:

Tri-City Mental Health Authority
1717 N. Indian Hill Blvd, Suite B
Claremont, CA 91711
Attn: JPA Administrator/Clerk
"SEALED PROPOSAL FOR LANDSCAPE MAINTENANCE SERVICES"

C. Proposal Format

It is TCMHA's request that the proposals be brief and succinct. Information listed 1-8 below, including Appendices B-F, to this proposal document are required to be included in the submitted proposal. If not included, the submitted proposal will be considered incomplete; and thus, non-responsive. The proposal shall be submitted in the following format:

1. RFP Cover Page – (*Attachment B*)
2. Proposer's Company Information, References and Subcontractors (*Attachment C*)

C)

3. Transmittal Letter. The letter signed by the authorized Proposer representative should provide an executive summary that briefly states the Proposer's interest in the services, the understanding of the work to be done, the commitment to perform the work, and irrevocable offer for 90 days from the closing date. The letter and executive summary shall be limited to no more than two (2) pages.

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901

4. Owner/Responsible Project Manager and Core Team. List the owner or person in charge, and a concise statement of qualifications and experience applicable to each type of service that is to be provided. List the key staff and sub-contractors, if any, along with a brief statement of qualifications for individual members which will be assigned to provide the requested services in this RFP.

5. Proposer's Company Work Process Information (Attachment D). List former clients for whom similar or comparable services have been performed. Include the name, mailing address, mailing address, and telephone number of the appropriate contact person.

6. RFP Exceptions (Attachment E). Provide properly completed Exception(s) To Specifications/Sample Services Agreement (*Attachment G*). If Proposer has no exceptions, then Proposer must check the box, where indicated.

7. Proposer Price Proposal (Attachment F). The services shall include a performance and cost schedule for all services necessary to complete this project. The proposal should include a separate all-inclusive cost for each of the three years of the contract. The proposal should specify the major components, the cost breakdown by major component or phase, and the expected time of completion for each component based on the scope of services outlined in the proposal. The proposal should include, a total proposed, "not to exceed" costs of the services, including a fee and rate schedule describing all charges and hourly rates for services. Those services listed in hourly rates, shall be calculated per the Department of Industrial Relations Prevailing Wage Labor Code, if applicable. The Proposer shall state specifically what is being furnished, such as materials, labor, tools, and other equipment necessary to the complete the scope of services or expected number of hours with hourly rate. Cost will not be the deciding factor in making the selection. The overall total cost to TCMHA will be considered and the degree of the importance of cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

8. Copy of Business License and/or Certifications. A copy of the Business License will be required after the award of contract.

VI. AWARD AND AGREEMENT EXECUTION

A. Proposal Opening

Due to COVID-19, there will be no public opening of submittal proposals. After the evaluation process is concluded and a proposed intent to award determination is made, a written notification of the proposed award will be provided to all proposers.

B. Proposal Evaluation

The proposal should give clear, concise information in sufficient detail to allow an evaluation. The agency should provide an affirmative statement that it is independent of TCMHA and that the services performed are in the capacity of independent contractors and not as an officer, agent, or employee of TCMHA.

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901

The Proposals will be reviewed by a selection committee and evaluated based on the following criteria:

1. Proposer's qualifications, description and experience
2. Understanding and ability to perform the Scope of Work
3. References and experience with similar projects
4. Cost Proposal

C. Proposal Rejection

TCMHA reserves the right to reject any and all proposals, either in part or in its entirety; or to negotiate specific terms, conditions, compensation, and provisions on any agreements that may arise from this solicitation; to waive any informalities or irregularities in the proposals; to request and obtain, from one or more of the agencies submitting proposals, supplementary information as may be necessary for TCMHA staff to analyze the proposals; and to accept the proposal that appear to be in the best interest of TCMHA. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the agreement, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.

D. Subcontracting

If subcontracting is contemplated, this should be discussed in your proposal. No additional subcontracting will be allowed without the express prior written consent of the TCMHA.

E. Withdrawal or Modification of Proposals

Proposals may be modified or withdrawn only by a written request received by TCMHA prior to the Request for Proposal due date (Closing Date).

F. Agreement Period

The initial agreement period shall be for three (3) years beginning on Commencement date. TCMHA can at its choice, exercise offers for two additional annual extensions for a total possible agreement period of five (5) years, subject to the annual review and recommendation of the Executive Director, the satisfactory negotiation of terms (including a price acceptable to both TCMHA and the selected agency), the concurrence of the Governing Board, and the annual availability of a budget appropriation. No price increases shall be accepted during the initial agreement period.

G. Award of a Contract

A contract may be awarded to the successful Proposer for the Project by TCMHA Governing Board, as applicable, based upon the criteria reflected in this RFP. TCMHA reserves the right to execute, or not execute, an Agreement with the successful Proposer when it is determined to be in TCMHA's best interests. This RFP does not commit TCMHA to award a contract; and no Proposal or Agreement shall be considered binding upon TCMHA until the execution of the Agreement by TCMHA and all conditions of the Agreement and/or RFP have been met.

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901

H. Execution of Agreement

By submitting a Response, the Proposers agree to be bound to and execute an Independent Contractor Agreement (*Attachment G*) for the services described in this RFP. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for TCMHA's consideration. None of the foregoing shall preclude TCMHA, at its option, from seeking to negotiate changes to the Contract prior to its execution. TCMHA may cancel all or any portion of the Agreement for any reason with 30 days written notice to Contractor. The Agreement shall be signed prior to the commencement of any work by the successful Proposer and returned, together, with the required insurance forms within fourteen (14) calendar days after the Proposer has received written notice of award. Failure to do so shall be just cause for the annulment of the award at the sole election of TCMHA.

I. Indemnity and Insurance Requirements

The awarded Proposer shall comply with the indemnity and insurance requirements set in the Independent Contractor Agreement (*Attachment G*). If selected, Proposer shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. In addition, Contractor shall require and verify all subcontractors maintain insurance subject to all of the requirements stated therein.

J. Agreement Extension and Price Adjustment Parameters

TCMHA may, upon two months prior notice to the Contractor, extend the Agreement for two successive 12-month periods. If the option for any 12-month period extension is exercised, such extensions shall be under the same terms and conditions, with a CPI not to exceed five percent (5%) to the price adjustment. Price can be adjusted by the 12-Month percentage change in the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco, Oakland, San Jose, California index published by the Department of Labor for the most current yearly comparison three months prior to the Agreement expiration dates. For example, if the Agreement expires in February the CPI comparison would be between the November CPI for that year and the preceding year. Despite any changes in the CPI for any given twelve-month adjustment period, the amount shall not exceed 5% during any single twelve-month adjustment period. If the option for any 12-month period extension is not exercised, the agreement shall terminate at the end of the current period term. Any extensions shall be subject to agreement between TCMHA and the Contractor.

VII. GENERAL PROVISIONS

A. Independent Contractor

In performance of the work, duties and obligations assumed by the Proposer, it is mutually understood and agreed that the Proposer, including any and all of the Proposer's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of TCMHA.

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901

B. Public Records - Notice Related to Proprietary/Confidential Data

Proposer understands that the public shall have access, at all reasonable times, to all documents and information, subject to the Public Records Act, and agrees to allow access by TCMHA and the public to all documents subject to disclosure under applicable law. Proposer's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of the Agreement (if awarded).

Proposers are advised that the California Public Records Act (the "Act", Government Code §§6250 et seq.) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Proposer shall clearly identify any information within its submission that it intends to ask TCMHA to withhold as exempt under the Act. Any information contained in a Proposer's submission which the Proposer believes qualifies for exemption from public disclosure as "proprietary" or "confidential" must be identified as such at the time of first submission of the Proposer's response to this RFP. Failure to identify information contained in a Proposer's submission to this RFP as "proprietary" or "confidential" shall constitute a waiver of Proposer's right to object to the release of such information upon request under the Act. TCMHA favors full and open disclosure of all such records. TCMHA will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records.

Note that wholesale use of headers/footers bearing designations such as "confidential", "proprietary", or "trade secret" on all or nearly all of a proposal is not acceptable, and may be deemed by TCMHA as a waiver of any exemption claim. Any Proposal that includes a blanket statement or limitation, which would prohibit or limit public inspection may be considered non-responsive and may be rejected. Pricing information is generally not considered proprietary information. The identification of exempt information must be specific. TCMHA assumes no responsibility for disclosure or use of unmarked data for any purposes.

C. Conflict Of Interest

Proposers, by responding to this RFP, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the TCMHA is financially interested, directly or indirectly, in the purchase of goods/services specified in this RFP. Furthermore, proposer represents and warrants to TCMHA that it has not employed or retained any person or company employed by the TCMHA to solicit or secure the award of the Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of the Agreement.

D. Nondiscrimination

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, sexual identity or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of the aforementioned be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901**

E. Debarred/Suspended Contractors

The awarded Proposer shall certify that no staff member, officer, director, partner, principal, or owner, or sub-contractor is excluded from any Federal health care program, or federally funded contract, as required in the Independent Contractor Agreement (*Attachment G*).

F. Governing Law and Regulations

The services will be performed in, construed by and interpreted according to the laws of the State of California. Proposer will comply with all federal, state, and local laws, standards, regulations, licenses, and permits. No proposal received and read may be withdrawn for a period of ninety (90) calendar days after the date fixed for opening proposals. TCMHA intends to award the Agreement within sixty (60) calendar days of receiving the proposals. TCMHA reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between TCMHA and the agency selected. There is no expressed or implied obligation for TCMHA to reimburse responding Proposers for any expenses incurred in preparing proposals in response to this request or for developing and carrying out interview presentations. Any proposal preparation and/or travel cost in regards to this proposal is the sole responsibility of the Proposer. All proposal documents, prints and any detailed drawings shall be the property of TCMHA once submitted. TCMHA is a Joint Powers Authority formed and existing under the laws of the State of California. The successful Proposer will be required to satisfy all current legal requirements applicable to this work including Labor Code section 1061(b)(1), if applicable. The Proposer, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding an aspect of this RFP. Although, it is TCMHA's intent to choose only a small number of the most qualified agency to interview with TCMHA, TCMHA reserves the right to choose any number of qualified finalists.

VIII. DEFINITIONS

A. Tri-City Mental Health Services Authority: Tri-City Mental Health Authority (TCMHA) or its authorized representative.

B. Request for Proposal Documents: The document soliciting invitation for proposal and includes basic proposal information and contractual documents.

C. Proposer: a person, corporation, partnership, or other entity who submits a proposal.

D. Proposal Packet: All requested and required Request for Proposal Documents and forms submitted by the Proposer to TCMHA.

E. Closing Time: The time and date deadline for submission of Proposal.

F. Independent Contractor: Upon TCMHA's award of the agreement a successful Proposer will become known as "Independent Contractor".

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901

IX. ATTACHMENTS

Attachment A: Scope of Services

Attachment B: RFP Cover Page

Attachment C: Proposer's Company Information, References and Subcontractors

Attachment D: Proposer's Company Work Process Information

Attachment E: RFP Exceptions

Attachment F: Proposer Price Proposal

Attachment G: Sample Agreement

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901**

ATTACHMENT A

SCOPE OF SERVICES

The following are conditions and specifications covering general landscaping throughout Tri-City Mental Health Authority (“TCMHA”) facilities. This contract is based on performance and not limited to a certain amount of visits. Results will be deemed acceptable if they meet these minimum specifications. TCMHA reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or advisable by TCMHA. A TCMHA Representative may make such alterations or deviations, additions to, or omissions from these specifications, as may be determined during the progress of the work to be necessary and advisable for the proper completion thereof. Such alterations or deviations, additions or omissions shall in no way affect or make void the Independent Contractor Agreement. Upon written order of the TCMHA Representative, the Landscape Maintenance Contractor (“Contractor”) shall proceed with the work as increased, decreased or altered. If during the course of work the contractor experiences a conflict with the plans/scope of work, the contractor shall notify the TCMHA Representative before proceeding with said work.

The Contractor is required, as part of this agreement, to furnish all labor, materials, and equipment necessary to accomplish landscape maintenance services in accordance with the foregoing specifications. The Contractor will be reimbursed the wholesale cost of such materials and parts upon presentation of properly itemized invoices. The Contractor is expected to keep constant vigilance on the quality of their work performed throughout the facilities’ grounds. Any other types of materials required to be furnished will be considered as extra work.

The Contractor shall obtain prior approval of TCMHA for all expenditures above the monthly services. Prior approval shall not be required for monthly or recurring operating charges, or if in Contractor’s opinion, emergency expenditures over the maximum are needed to protect the property(ies) from damage, prevent injury to persons. In the event of an emergency, Contractor shall notify TCMHA, both in writing (via e-mail or text) and by phone, shortly after services have been requested to remedy the emergency.

A. LOCATIONS

To provide landscape maintenance services every two weeks, or when required, at the following Tri-City Mental Health Authority locations:

1. 2001 N. Garey Avenue, Pomona, CA 91767 – MHSA Building
2. 2008 N. Garey Avenue, Pomona, CA 91767 – Adult Outpatient Clinic and Therapeutic Community Garden
3. 1403 N. Garey Avenue, Pomona, CA 91767 – Wellness Center
4. 956 W. Baseline Road, Claremont, CA 91711 – Permanent Supportive Housing
5. 786 N. Park Avenue, Pomona, CA 91768 – Permanent Supportive Housing

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901

B. TURF MAINTENANCE

1. Turf Mowing

- Lawns shall be mowed at the appropriate height to keep a neat appearance. Considering the topography, the Contractor is required to use the proper mowing equipment to provide a high quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain.
- Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required.
- Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.

2. Turf Edging

- Edging and trimming along curbs, walks, bed edges and treewells shall be done to keep a neat appearance. All hard edges shall be mechanically edged once per month during the growing season. Mow strips shall be treated with a non-selective herbicide as needed.
- Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade.
- Edging that cannot be addressed during regular visits due to vehicle obstructions, is to be discussed with the owner to achieve a solution.

3. Turf Fertilization & Weed Control

- Grounds and turf shall be kept weed free.
- Cracks, expansion joints, and crevices shall be kept free of weeds at all times.
- Well-balanced fertilizer shall be used to maintain a healthy green color and shall be applied based upon Contractor's knowledge and needs of the area.
- All sidewalks, driveways, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.
- All plant material will be fertilized with a balanced slow release fertilizer in the dormant season and supplemented throughout the year as necessary to maintain vigorous healthy plant material.

4. Trash and Debris Removal

- During routine maintenance visits the Contractor is responsible for removing trash and debris from the property, including sidewalks, common seating areas, walkways, pathways, etc.
- Curbs, sidewalks, etc. shall be inspected weekly and maintained in a neat, clean and safe condition at all times.
- All areas shall be cleaned weekly to remove all deposits of silt, sand, gravel, glass, and any other foreign debris.

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901

C. TREE AND SHRUB MAINTENANCE

1. All pruning shall be done using the International Society of Arboriculture (ISA) pruning standards, ANSI A300 Standards, and ANSI Z133 Safety Standards. Excessive pruning, stubbing back, or topping will not be permitted unless specifically approved by a TCMHA Representative due to unforeseeable circumstances.
2. All plant and tree material is to be pruned in a manner to provide a neat natural appearance. Limbs that obstruct buildings, walkways or vehicular traffic shall be removed. Shearing and selective pruning techniques are left to the discretion of the Contractor.
3. Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices. Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units.
4. All formal hedges shall be sheared to maintain desired shape and height.
5. Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production.
6. Dead or damaged portions of plants shall be removed whenever possible.
7. Contractor shall monitor trees and shrubs for signs of disease and insect infestations. If plants are affected appropriate recommendations for treatment shall be submitted to the Owner. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.
8. Deep cut selective pruning and hard cutbacks will be performed on plant material during winter months, for corrective and restorative purposes. Owner shall be informed before any drastic cutbacks are performed.
9. All mulched shrub beds, maintained natural areas and walking paths, are to be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2" tall are to be removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved post-emergence herbicides.
10. All pruning debris is the responsibility of the Contractor. No debris may be disposed of on-site without the expressed permission of the TCMHA.
11. All new plant material and irrigation installations shall be guaranteed for a period of one calendar year, except due to "Acts of God" (i.e., damage or death of plant material due to wind or storm events), or vandalism, theft, or other willful acts over which the maintenance Contractor has no control. Existing plants shall be replaced by Contractor if it is determined by TCMHA that they died due to Contractor's negligence.
12. All plant material shall be trimmed to prevent encroachment onto private property.
13. Prune plant materials so that all traffic control signs are clearly visible to approaching drivers.
14. Remove all dead, diseased and insect infested branches, and limbs.
15. Report severe damage or hanging limbs that are above fifteen feet (15') to the TCMHA Representative immediately. Limbs that have fallen or are otherwise lying on or contiguous to TCMHA maintained property shall be picked up by Contractor as soon as discovered or notified.

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901

16. Contractor is required to evaluate trees two (2) times per year for removal of stakes and for pruning. A pruning schedule shall be submitted to the TCMHA Representative by October 15th of each year.
17. All trimmings and debris shall be removed and appropriately disposed of on the same day generated.
18. The Contractor shall provide replacement trees, at Contractor's expense, if trees are damaged or if the pruning and safety standards are not met.

D. GROUND COVER & BEDS

1. Open ground between plants shall be kept weed-free using mechanical or chemical methods.
2. All plant material shall be free of insect and disease. At all times public and environmental safety is to be considered when applying pesticides.
3. Groundcovers shall be fertilized, with a complete fertilizer, as appropriate and as recommended by the Contractor.
4. Litter and debris shall be removed during maintenance visits in order to ensure a neat appearance.
5. Soil surfaces shall be raked smooth and cultivated regularly.
6. Vines shall be trimmed neatly against supporting structures and kept within bounds.
7. Sign faces and windows shall be kept clear of encroaching growth.
8. All wood chip areas shall be maintained weed free and shall be replenished as necessary to maintain optimum level in each area, generally three (3) inches below the top of the concrete curbing.

E. IRRIGATION SERVICES

1. The Contractor is responsible for the complete operation and maintenance of the irrigation systems, including controllers and all components.
2. Contractor shall provide expertise and all labor to water all areas as required. Contractor shall inspect, test and insure proper time clock operations. The controllers shall be programmed according to seasonal requirements and to insure that all sprinkler heads are adjusted properly to maximize effective use of water on landscaping and to minimize overflow of water onto sidewalks, driveways and buildings.
3. The sprinkler system will be checked after each mowing for any damage, damages which occur as a result of the Contractor's own labor, shall be repaired by Contractor at Contractor's expense, within 48 hours.
4. The Contractor shall notify TCMHA of needed repairs as soon as possible. The Contractor shall replace or repair any irrigation components damaged (i.e. normal wear and tear, vandalism) as soon as possible and the irrigation repairs will be paid for as additional work. If any irrigation components were damaged by the activities or neglect of the Contractor, the needed repairs will be at the Contractor's expense, as well as the cost for any water loss during this time.

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901

Regardless of the cause of damage, the Contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand watering as needed. As soon as possible after receiving written authorization to proceed, the Landscape Maintenance Contractor shall make repairs. The following items are considered to be minor repairs: damaged or clogged sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler position (i.e.; raise, lower, or straighten sprinkler head). These minor repair items shall be corrected by Contractor as part of the landscape maintenance services.

- Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment.
 - Plants that die due to irrigation failure will be considered to have died due to the Contractor's negligence and shall be replaced at the Contractor's expense.
 - Repair and adjust all sprinkler heads to maintain proper coverage.
 - Special watering requirements, i.e. fertilization programs, renovation, etc., or any needed variances will be discussed with the TCMHA Representative.
5. Failure of the irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide appropriate irrigation.

F. HERBICIDE/PESTICIDE APPLICATION

1. All work involving the use of chemicals shall be in compliance with all Federal, State and County laws. The Contractor shall have an employee who is a Licensed Pesticide Applicator.
2. Contractor will make every effort to promote Integrated Pest Management practices in the use of chemicals, management of weeds and pests in the contract area. Contact the TCMHA Representative with any major problems of weed or pest infestations.
3. Recommendations for pest control and the required chemical or combination of chemicals for each site must be turned in to the TCMHA Representative within thirty (30) calendar days after contract is awarded (including contract renewals) and at no additional cost to TCMHA. Should an unforeseen chemical application be necessary, a pest control recommendation shall be submitted to the TCMHA Representative (14) days prior to its use.
4. A pest control recommendation must be on file with the TCMHA Representative prior to use of special permit chemicals.
5. Repairs and Maintenance: the Contractor shall make, and/or supervise repairs, improvements, alterations and decorations to the property, and purchase and pay bills for services and supplies related to such maintenance and repairs.

G. MISCELLANEOUS OPERATIONS

1. Trash and recycling containers provided by TCMHA shall be emptied weekly, or more if necessary and washed after emptying (when necessary) as determined by the TCMHA Representative.

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901

2. Contractor shall provide plastic liners for all trash cans at Contractor's expense.
3. All drains shall be kept free of vegetation, debris and algae to allow unrestricted water flow.
4. Clean outdoor/patio benches and tables when on site performing landscape maintenance services. Sanitation and frequency may vary with use and as specified by the TCMHA Representative.
5. Proper erosion control measures shall be implemented to protect against erosion of pathways, berms, and slopes; and no runoff shall be allowed to run into the watershed.
2. Any graffiti or vandalism that is placed on any surface within the work area shall be reported immediately to the TCMHA Representative.
3. Report any daylight burners or broken lights immediately to the TCMHA Representative.
4. Contractor shall be responsible for the checking of landscape maintenance areas and for the removal and disposal of broken branches, fallen trees, drainage systems and erosion control during inclement weather, and will be paid for as additional work.
5. In the event of inclement weather, if at any time the landscaped areas become flooded and there is standing water, it will be the Contractor's responsibility to remove water immediately, and will be paid for as additional work.
6. Safety
 - All operations will be conducted to provide maximum safety for the public.
 - Where contract work may create potential or known hazards on streets or roads and to persons traversing them, Contractor shall obtain at his own expense and place whatever signs, lights, barricades, cones or other safety devices are necessary to prevent accidents, injuries or damages, consistent with the Manual on Uniform Traffic Control Devices (M.U.T.C.D.), and with all other applicable ordinances and statutes.
 - When working, personnel shall wear safety reflective vests at all times.
 - Contractor's vehicles shall be properly identified with their name, logo and telephone number.
 - Notification of all "specialty type" maintenance operations shall be given to the TCMHA Representative 48 hours prior to each of these operations by the Contractor. "Specialty Type" maintenance operations are defined as fertilization, turf aerification, turf dethatching, and annual type bedding plant replacements.
 - Contractor shall not block walkways with equipment or materials during or after his maintenance operations.
 - Remove from maintained grounds, as necessary, any and all animal feces or materials detrimental to human health.

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901

7. Reports and Records

- The Contractor shall provide TCMHA a monthly maintenance schedule describing exact locations and areas of repairs and maintenance. Such reports shall be signed by the Contractor and the TCMHA Representative in charge of overseeing the work.
- Contractor shall provide TCMHA, in June of each fiscal year, an Annual Fertilizer Report ('Form A') documenting all areas where fertilizer has been applied. Report shall show date, location, time, brand name, chemical analysis, rate of application and total quantity of fertilizer applied.
- The Contractor shall submit an Annual Herbicide/Pesticide Amounts Applied Report ('Form B') to TCMHA in June of each fiscal year.
- The Contractor shall submit reports and schedules when requested for the following:
 - Suggestions for improving problem areas.
 - Reports of work planned.
 - Cost information to perform extra work for upgrading specific areas.
- Records of all operations stating dates, times, methods of application, chemical formulations, applicator's names, and weather conditions shall be made and retained in an active file for a minimum of seven (7) years by the Contractor. These records must be available for review upon request from the TCMHA Representative, County, State or Federal Officers.
- Contractor shall maintain an incident and maintenance log, and provide copies of this log to TCMHA.
- Contractor's monthly Invoice shall provide the date, service location, the work performed, a copy of the Work Order, if applicable, and total charges for the work performed.
- Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments.

6. Extra Services

- The TCMHA Representative will place all requests for extra service directly to the Contractor by written Work Order or via telephone call or electronic mail. The TCMHA Representative reserves the right to request from the Contractor a written cost estimate before authorizing the work. The Contractor shall respond with a cost estimate within 24 hours, excluding weekends and holidays.
- After initial contact, and after the authorization to proceed is given by a TCMHA Representative, the Contractor shall respond accordingly and services shall be completed within a reasonable and expedient manner, based on the severity of the request. The Contractor shall provide all necessary transportation to and from work sites. Transportation shall be fully insured by the Contractor. Only upon request and authorization by the TCMHA Representative shall the Contractor perform non-emergency services work after hours. Contractor will notify the TCMHA Representative upon completion of work. Notification shall be within twenty-four (24) hours of completion of assigned task. Failure to comply with response times shall be considered as non-compliance. Repeated failure to comply may result in contract termination.

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901

7. The Contractor shall comply with the National Pollution Discharge Elimination System (NPDES) Requirements. Contractor shall not discharge anything to the storm drain system. Contractor will contain any materials that may potentially reach a storm drain. Contractor shall provide to TCMHA annually in June of each fiscal year, an acknowledgement of adherence to these standards while performing work at TCMHA locations.
8. Contractor must take all due precautionary measures to protect all of the existing utilities. When necessary, the Contractor shall have all utilities located by contacting the responsible agency at least 48 hours prior to commencing any work. The Contractor's attention is directed to the one-call utility notification service provided by Underground Service Alert (USA). USA member utilities will provide the Contractor with the locations of their substructures when given at least 48 hours' notice. Such requests should be requested through USA (1-800-422-4133).
9. Contractor shall ensure that employees assigned to perform landscape maintenance services at TCMHA locations are trained when and how to communicate with supervisors and TCMHA in the event of an emergency.

ANNUAL FERTILIZERS AND AMOUNTS APPLIED BY CONTRACTOR

Reporting Period: _____

BRAND NAME	FERTILIZER ANALYSIS			Amount Applied (lbs)	Total Square Footage Fertilized in Jurisdiction During Reporting Year
	Nitrogen	Phosphorous	Potassium		
Total					

Note: Please indicate the TOTAL acreage to which all fertilizer recorded during the reporting year was applied. (i.e. how many square feet of turf grass have been fertilized) This should be one number representing the total square footage to which each type of fertilizer was applied.

By signing this Annual Fertilizer Report, I hereby attest that I am authorized to complete this form.

Print Name and Title of Authorized Representative

Signature of Authorized Representative

Date

ANNUAL HERBICIDE/PESTICIDES AMOUNTS APPLIED BY CONTRACTOR

Reporting Period: _____

Herbicide/Pesticide Class of Interest	Active Ingredient	Brand Name	EPA Registration Number	% Active Ingredient	Total Product Used*	Units (lbs., dry oz., liquid oz., gal)
Pyrethroid	Bifenthrin					
	Permethrin					
	Cypermethrin					
	Cyfluthrin					
Organophosphate	Malathion					
	Dimethoate					
	Diazinon					
	Chlorpyrifos					
Phenylpyrazole	Fipronil					
Phosphonoglycine	Glyphosate					
Plant Growth Regulator	2, 4-D (Phenoxy)					
	Potassium salt of glyphosate	Roundup				
	Oryzalin	Surflan A.S.				

*Note: Total product from Herbicide/Pesticide container, not diluted amount applied.

By signing this Annual Herbicide/Pesticides Report, I hereby attest that I am authorized to complete this form.

Print Name and Title of Authorized Representative

Signature of Authorized Representative

Date

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901**

ATTACHMENT B

RFP COVER PAGE

Name of Person, Business or Organization:	
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corporation, Non-Profit, Public)	
Federal Tax ID Number:	
Contact Person – Name	
Contact Person – Address	
Contact Person – Phone Number (s)	
Contact Person – e-mail address	

By signing this *RFP Cover Page* I hereby attest: that I have read and understood all the terms listed in the RFP; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by TCMHA, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901**

ATTACHMENT C

PROPOSER'S COMPANY INFORMATION, REFERENCES AND SUBCONTRACTORS

Company Name:	Address:
Owner, Principal Officer:	Headquarters Location/Date of Establishment:
Email:	Website:
Phone:	Fax:

List other license(s) and corresponding numbers/classification applicable or required for the scope of work of this proposal:

Have you ever operated this business under a different name? Yes _____ No _____

If yes, please explain:

[Continued on Page 2]

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901

List references of projects that your company is currently *working on or completed* in the last 5 years of similar size and scope of work for this proposal:

1. Company Name: _____ Contact Name: _____
Contact e-mail: _____ Contact Phone: _____
Scope of Work: _____
Agreement Amount: _____ Agreement Start/End Date: _____

2. Company Name: _____ Contact Name: _____
Contact e-mail: _____ Contact Phone: _____
Scope of Work: _____
Agreement Amount: _____ Agreement Start/End Date: _____

3. Company Name: _____ Contact Name: _____
Contact e-mail: _____ Contact Phone: _____
Scope of Work: _____
Agreement Amount: _____ Agreement Start/End Date: _____

Subcontractors to be utilized, if applicable:

1. Company Name: _____ Contact Name: _____
Contact e-mail: _____ Contact Phone: _____
Specialty: _____ Years in Business: _____
Scope of Work: _____

2. Company Name: _____ Contact Name: _____
Contact e-mail: _____ Contact Phone: _____
Specialty: _____ Years in Business: _____
Scope of Work: _____

On Going Legal Proceedings: Provide details on any litigation in which your firm has been engaged in the past five (5) years. If none, then write "NONE."

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901**

ATTACHMENT D

PROPOSER COMPANY WORK PROCESS INFORMATION

As part of proposal, Proposers are required to respond to the following questions:

1) Describe how service will be provided and proposed timelines and outcomes: _____

2) Describe your quality control procedures: _____

3) Describe your method for handling customer complaints/problems: _____

[Continued on Page 2]

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901

4) Quality Assurance Procedures:

- Services: Attach one copy of the service reporting form used to communicate actions taken.
- Service Technicians: Do they carry pagers or cell phones? Yes No
- Quality Assurance: Attach copy of the Quality Assurance Report used, if any.

5) Do you have ALCA Certified Landscape Professionals on staff? Yes No

If yes, please list them and attach a copy of their current certificate to this Attachment D:

_____ Expiration Date

_____ Expiration Date

6) Do you have ALCA Certified Landscape Technician(s) on staff? Yes No

If yes, please list them and attach a copy of their current certificate to this Attachment D:

_____ Expiration Date

_____ Expiration Date

7) Do you have on staff a Licensed Pesticide Applicator? Yes No

If yes, please list those who will be assigned to perform services under the Agreement and attach a copy of their current certificate to this Attachment D:

_____ License # _____

_____ License # _____

8) Are you a current member in good standing with the Associated Landscape Contractors of America (ALCA)? Yes No

9) List other industry association memberships: _____

10) List other services you provide: _____

11) List industry awards: _____

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901**

ATTACHMENT E

**EXCEPTION(S) TO SPECIFICATIONS AND/OR
SAMPLE INDEPENDENT CONTRACTOR AGREEMENT**

- We **have no** exceptions to the Scope of Work/Requirements

- We **have** exceptions to the Scope of Work/Requirements as listed below. Exceptions to the Scope of Work/Requirements stated herein shall be fully described in writing by the Proposer in the space provided below. Any alternate must be approved by Tri-City Mental Health Authority no less than 10 business days prior to the closing date.

- We **have no** exceptions to any other section of the Proposal Document or Independent Contract Agreement.

- We **have** exceptions to the Proposal Document or Independent Contract Agreement stated herein shall be fully described in writing by the Proposer in the space provided below.

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901**

ATTACHMENT F

PROPOSER PRICE PROPOSAL

To ensure consistency and for proper analysis, pricing submission should follow the format reflected. Prices will be based on the specified number of occurrences per year beginning on the effective the of the Independent Contractor Agreement, and should include all labor, material cost, sub-contracted expense, overhead, tax, and the total not-to-exceed amount.

Description of Services	No. of Occurrences Per Year	Year 1	Year 2	Year 3	Optional Contract Extension	
					Year 4	Year 5
Mowing (Includes edging, string-trim, and clean-up)		\$	\$	\$	\$	\$
Detailing (Shrub pruning, tree pruning, palm pruning, weeding and general cleanup of the entire property)		\$	\$	\$	\$	\$
Fertilization/Chemical Treatments/Pest Control (Fungicide, insecticide, herbicide)		\$	\$	\$	\$	\$
Irrigation (Spring start up, winterizing, inspection, maintenance and repair)		\$	\$	\$	\$	\$
Annual Flowers		\$	\$	\$	\$	\$
GRAND TOTAL		\$	\$	\$	\$	\$

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-0901**

ATTACHMENT G

SAMPLE AGREEMENT



INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN THE

TRI-CITY MENTAL HEALTH AUTHORITY

AND

DATED

TABLE OF CONTENTS

	<u>Section Page</u>
1. Parties and Date.	1
2. Contractor.	1
3. Scope of Services.	1
4. Performance of Services.	1
5. Subcontractors.	2
6. Time and Location of Work.	2
7. Terms.	2
8. Termination.	3
a. Written Notice.	3
b. Neglect or Refusal to Comply	3
c. Breach.	3
d. Non-payment.	3
e. Effect of Termination.	3
9. Compensation.	3
10. Licenses.	4
11. Proprietary Information.	4
12. Reports and Information.	4
13. Records and Audits.	4
14. General Terms and Conditions.	5
a. Indemnity.	5
b. Insurance.	5
c. Non-Discrimination and Equal Employment Opportunity.	6
d. Changes to the Agreement.	6
e. Records.	6
f. Contractor Attestation.	7
15. Representative and Notice.	7
a. Tri-City’s Representative.	7
b. Contractor’s Representative.	7
c. Delivery of Notices.	7
16. Exhibits.	7
17. Entire Agreement.	8
18. Execution.	8

AGREEMENT

1. PARTIES AND DATE

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into on the _____ by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711 (hereinafter “Tri-City Mental Health Center” or “Tri-City”) and _____ with its principal place of business at _____ (hereinafter “Contractor”). Tri-City and Contractor are sometimes individually referred to as a “Party” and collectively as “Parties.”

2. CONTRACTOR

The express intention of the parties is that Contractor is an independent contractor and not an employee, agent, joint venture or partner of Tri-City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between Contractor and Tri-City or any employee or agent of Contractor. At all times Contractor shall be an independent contractor and Contractor shall have no power to incur any debt, obligation, or liability on behalf of Tri-City without the express written consent of Tri-City. Neither Tri-City nor any of his agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. In executing this Agreement, Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of Tri-City.

3. SCOPE OF SERVICES

Contractor shall provide the specified services and/or materials as set forth in ‘Exhibit A’ of this Agreement and the Contractor’s Proposal for Landscape Maintenance Services incorporated into and made a part of this Agreement as ‘Exhibit B.’

4. PERFORMANCE OF SERVICES

Contractor reserves the sole right to control or direct the manner in which services are to be performed. Contractor shall retain the right to perform services for other entities during the term of this Agreement, so long as they are not competitive with the services to be performed under this Agreement. Contractor shall neither solicit remuneration nor accept any fees or commissions from any third party in connection with the Landscape Maintenance Services provided to Tri-City under this Agreement without the expressed written permission of Tri-City. Contractor warrants that it is not a party to any other existing agreement which would prevent Contractor from entering into this Agreement or which would adversely affect Contractor’s ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement. In addition:

a. Contractor shall cause the landscape maintenance services to be performed in accordance with Tri-City approved specifications.

b. Contractor shall provide landscape maintenance services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations and in accordance with all applicable, current industry standards, regulations codes and statutes. Unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry. All work shall be performed per the Standard Specifications for Public Works Construction (Green Book), Latest Edition. All work shall comply with the applicable licensing, federal, state, and/or all local or city ordinances, codes, rules, orders, regulations, and statutes affecting any services performed under this Agreement.

c. Contractor shall take all reasonable steps during the course of performing any of the services so as not to interfere with the on-going operation of Tri-City business, the adjacent residences, businesses and facilities, including but not limited to not interfering with pedestrian and vehicular access. Contractor shall be responsible and shall take necessary precautions to prevent public trespass into areas of work, until the time that the work is finished. Rubbish, green waste and construction debris shall be disposed at an approved dump site. After removal operations have been completed, the grounds shall be left in a neat and presentable condition, satisfactory to the Tri-City Representative. The Contractor shall verify the location of all utilities prior to construction, repair or maintenance, and shall be held liable for all damages incurred due to his operations. The Contractor shall provide traffic control per the Manual on Uniform Traffic Control Devices (M.U.T.C.D.), subject to approval by the Tri-City Representative.

Compliance with this section by Contractor shall not in any way excuse or limit the Contractor's obligations to fully comply with all other terms in this Agreement.

5. SUBCONTRACTORS

Neither party hereto may assign this Agreement, nor will Contractor subcontract any service requested hereunder to contractor(s) unless consented to in writing by the Executive Director of Tri-City or Designee. After approval from Tri-City, any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. TIME AND LOCATION OF WORK

Contractor shall perform the services required by this Agreement at any place or location and at any time as Contractor deems necessary and appropriate, so long as the services are provided within the manner outlined in 'Exhibit A'.

7. TERMS

The services and/or materials furnished under this Agreement shall commence October 1, 2020 and shall be and remain in full force and effect until amended or terminated at the end of Year-Three on September 30, 2023, with an option to extend for two additional years through September 30, 2025; unless terminated in accordance with the provisions of Section 8 below.

8. TERMINATION

This Agreement may be terminated only as follows:

a. Written Notice. Either party may terminate this Agreement at any time, without cause, upon thirty (30) calendar days' prior written notice to the other party. Contractor agrees to cooperate fully in any such transition, including the transfer of records and/or work performed.

b. Neglect or Refusal to Comply. If at any time, Contractor fails to supply suitable equipment, an adequate working force, or material of proper quality, or shall fail in any respect to perform any work with the diligence and force specified and intended in and by the terms of the contract, notice thereof will be provided in writing to Contractor. Should the Contractor neglect or refuse to provide means for satisfactory compliance with the contract, as directed by the City Representative, within the time specified in such notice, Tri-City in any such case shall have the power to terminate all or any portion of the contract.

c. Breach. Tri-City, in its sole discretion, may terminate this Agreement "for cause" effective upon written notice to Contractor if Contractor has committed a material default under, or a breach of, this Agreement or has committed an act of gross misconduct. Contractor's failure to complete Landscape Maintenance Services on a timely basis shall constitute a material breach of this Agreement. For the purposes of this Agreement, the term "act of gross misconduct" shall mean the commission of any theft offense, misappropriation of funds, dishonest or fraudulent conduct, or any violation of any of the provisions under this Agreement.

d. Non-payment. Contractor, in its sole discretion, may terminate this Agreement effective upon written notice to Tri-City if Tri-City fails to pay the Compensation as defined in Section 9 (other than amounts which are subject to a good faith dispute between the parties) to Contractor within thirty (30) calendar days of the applicable payment's due date.

e. Effect of Termination. No termination of this Agreement shall affect or impair Contractor's right to receive compensation earned for work satisfactorily completed through the effective date of termination. In the event of termination, Contractor shall immediately deliver all written work product to Tri-City, which work product shall be consistent with all progress payments made to the date of termination.

9. COMPENSATION

For the full performance of this Agreement:

a. The Contractor will bill on a monthly basis based on work performed and completion/delivery of services/goods as detailed in Section 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional and industry standards for the area in which Contractor operates. Invoices not including the proper purchase order or any variations may cause a delay in payment. Payment will be made within thirty (30) days following receipt of invoices and approved by the staff overseeing the work. Tri-City does not pay in-advance and shall not be responsible for any interest or late charges on any payments from Tri-City to Contractor.

b. Tri-City shall pay Contractor an amount not to exceed amount as stated in 'Exhibit B'. Tri-City is not responsible for paying for any work done by Contractor or any subcontractor above and beyond the amount listed in the Contractor's Proposal for _____ ('Exhibit B'), unless agreed upon in writing by Tri-City's Executive Director.

c. Contractor is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. Tri-City will not accept or compensate Contractor for incomplete goods/services.

d. Contractor acknowledges and agrees that, as an independent contractor, the Contractor will be responsible for paying all required state and federal income taxes, social security contributions, and other mandatory taxes and contributions. Tri-City shall neither withhold any amounts from the Compensation for such taxes, nor pay such taxes on Contractor's behalf, nor reimburse for any of Contractor's costs or expenses to deliver any services/goods including, without limitation, all fees, fines, licenses, bonds, or taxes required of or imposed upon Contractor.

10. LICENSES.

Contractor declares that Contractor has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business; and shall present a copy of the Business License after execution of this agreement.

11. PROPRIETARY INFORMATION.

The Contractor agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning Tri-City's business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of Tri-City. The Contractor will not disclose any Proprietary Information to any person or entity, other than persons who have a need to know about such information in order for Contractor to render services to Tri-City and employees of Tri-City, without written approval by Executive Director of Tri-City, either during or after its engagement with Tri-City, unless and until such Proprietary Information has become public knowledge without fault by the Contractor. Contractor shall also be bound by all the requirements of HIPAA.

12. REPORTS AND INFORMATION

The Contractor, at such times and in such forms as the Tri-City may require, shall furnish the Tri-City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

13. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including all working papers, personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by Tri-City to assure proper accounting for all project funds, both Federal and non-Federal shares.

These records must be made available for audit purposes to Tri-City or any authorized representative, and must be retained, at the Contractor's expense, for a minimum of seven (7) years, unless Contractor is notified in writing by Tri-City of the need to extend the retention period.

14. GENERAL TERMS AND CONDITIONS

a. **Indemnity.** Contractor agrees to indemnify, defend and hold harmless Tri-City, its officers, agents and employees from any and all demands, claims or liability of personal injury (including death) and property damage of any nature, caused by or arising out of the performance of Contractor under this Agreement. With regard to Contractor's work product, Contractor agrees to indemnify, defend and hold harmless Tri-City, its officers, agents and employees from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of Contractor under this Agreement.

b. **Insurance.** Contractor shall obtain and file with Tri-City, at its expense, a certificate of insurance before commencing any services under this Agreement as follows:

i. **Workers Compensation Insurance:** Minimum statutory limits.

ii. **Automobile Insurance:** \$1,000,000.00 per occurrence.

iii. **Commercial General Liability And Property Damage Insurance:** General Liability and Property Damage Combined. \$2,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.

iv. **Builder's Risk Property Insurance:** request subcontractors to carry coverage for "all risk" Builder's Risk Insurance, with some exceptions, for the hard construction cost of structure.

v. **Notice Of Cancellation:** The Tri-City requires 30 days written notice of cancellation. Additionally, the notice statement on the certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

vi. **Certificate Of Insurance:** Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance by an insurer licensed to do business in California, satisfactory to Tri-City, and it shall name "Tri-City Mental Health Authority, its elective and appointed officers, employees, volunteers, and contractors who serve as Tri-City officers, officials, or staff" as additional insureds. All coverage for subcontractors shall be subject to all of the requirements stated herein. All subcontractors shall be protected against risk of loss by maintaining insurance in the categories and the limits required herein. Subcontractors shall name Tri-City and Contractor as additional insured.

vii. To prevent delay and ensure compliance with this Agreement, the insurance certificates and endorsements must be submitted to:

Tri-City Mental Health Authority
Attn: JPA Administrator/Clerk
1717 N. Indian Hill Boulevard, #B
Claremont, CA 91711-2788

c. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental disability, medical condition, sexual orientation or gender identity. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, sexual orientation or gender identity.

d. Changes to the Agreement. This Agreement shall not be assigned or transferred without advance written consent of Tri-City. No changes or variations of any kind are authorized without the written consent of the Executive Director. This Agreement may only be amended by a written instrument signed by both parties. The Contractor agrees that any written change or changes in compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement and shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services.

e. Records. All reports, data, maps, models, charts, studies, surveys, calculations, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that are prepared or obtained pursuant to this Agreement and that relate to the matters covered hereunder shall be and remain the property of Tri-City. Contractor will be responsible for and maintain such records during the term of this Agreement. Contractor hereby agrees to deliver those documents to Tri-City at any time upon demand of Tri-City. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Tri-City and are not necessarily suitable for any future or other use. Failure by Contractor to deliver these documents to Tri-City within a reasonable time period or as specified by Tri-City shall be a material breach of this Agreement.

Tri-City and Contractor agree that until final approval by Tri-City, all data, reports and other documents are preliminary drafts not kept by Tri-City in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties. All work products submitted to Tri-City pursuant to this Agreement shall be deemed a "work for hire." Upon submission of any work for hire pursuant to this Agreement, and acceptance by Tri-City as complete, non-exclusive title to copyright of said work for hire shall transfer to Tri-City. The compensation recited in Section 9 shall be deemed to be sufficient consideration for said transfer of copyright. Contractor retains the right to use any project records, documents and materials for marketing of their professional services.

f. Contractor Attestation. Also in accordance with Tri-City’s policies and procedures, Tri-City will not enter into contracts with individuals, or entities, or owners, officers, partners, directors, or other principals of entities, who have been convicted recently of a criminal offense related to health care or who are debarred, excluded or otherwise precluded from providing goods or services under Federal health care programs, or who are debarred, suspended, ineligible, or voluntarily suspended from securing Federally funded contracts. Tri-City requires that Contractor certifies that no staff member, officer, director, partner, or principal, or sub-contractor is excluded from any Federal health care program, or federally funded contract and will sign attached *Contractor’s Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program*, incorporated herein as ‘Exhibit C’.

15. REPRESENTATIVE AND NOTICE

a. Tri-City’s Representative. Tri-City hereby designates its Executive Director to act as its representative for the performance of this Agreement (“Tri-City’s Representative”). Tri-City’s Representative shall have the power to act on behalf of Tri-City for all purposes under this Agreement.

b. Contractor’s Representative. Contractor warrants that the individual who has signed the Agreement has the legal power, right, and authority to make this Agreement and to act on behalf of Contractor for all purposes under this Agreement.

c. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

<u>If to Tri-City:</u>	<u>If to Contractor:</u>
Tri-City Mental Health Authority	Name
1717 N. Indian Hill Boulevard #B	Address
Claremont, CA 91711-2788	City
Attn: Executive Director	Attn:

Any notices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving Party’s regular business hours or by facsimile before or during receiving Party’s regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provision of this Section. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

16. EXHIBITS

The following attached exhibits are hereby incorporated into and made a part of this Agreement:

Exhibit A: Scope of Services
Exhibit B: Proposal from Contractor dated _____

Exhibit C: Contractor's Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

17. ENTIRE AGREEMENT

This Agreement shall become effective upon its approval and execution by Tri-City. This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits. This Agreement supersedes all prior agreements, written or oral, between the Contractor and Tri-City relating to the subject matter of this Agreement.

This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Contractor and Tri-City. The validity or unenforceability of any provision of this Agreement declared by a valid judgment or decree of a court of competent jurisdiction, shall not affect the validity or enforceability of any other provision of this Agreement. No delay or omission by Tri-City in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by Tri-City on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion or a waiver of any other condition of performance under this Agreement.

18. EXECUTION.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

TRI-CITY MENTAL HEALTH AUTHORITY _____, **Contractor**

By: _____
Antonette Navarro, Executive Director

By: _____
_____, President/Owner

Attest:

By: _____
Micaela P. Olmos, JPA Administrator/Clerk

Approved as to Form and Content:
DAROLD D. PIEPER, ATTORNEY AT LAW

By: _____
Darold D. Pieper, General Counsel

EXHIBIT A

SCOPE OF SERVICE

EXHIBIT B

CONTRACTOR'S PROPOSAL

EXHIBIT C



CONTRACTOR'S ATTESTATION THAT IT NOR ANY OF ITS STAFF MEMBERS IS RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM

Contractor's Name	Last	First
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Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded, or suspended from providing goods or services under any health care program funded by the Federal or State Government, directly or indirectly, in whole or in part, and the Contractor will notify the Tri-City Mental Health Authority (TCMHA) within thirty (30) days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a Federal or State funded health care program; and 2) any exclusionary action taken by any agency of the Federal or State Government against Contractor or one or more staff members barring it or the staff members from participation in a Federal or State funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold TCMHA harmless against any and all loss or damage Contractor may suffer arising from the Federal or State exclusion or suspension of Contractor or its staff members from such participation in a Federal or State funded health care program.

Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which TCMHA may immediately terminate or suspend this Agreement.

Is Contractor/Proposer/Vendor or any of its staff members currently barred from participation in any Federal or State funded health care program?

_____ **NO**, Contractor or any of its staff members is not currently barred from participation in any Federal or State funded health care program.

_____ **YES**, Contractor or any of its staff members is currently barred from participation in any Federal or State funded health care program. Describe the particulars on a separate page.

Date	Contractor or Vendor's Name	Contractor or Vendor's Signature
------	-----------------------------	----------------------------------

Antonette Navarro, Executive Director

Date	TCMHA Executive Official's Name	TCMHA Executive Official's Signature
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DISTRIBUTION:

ORIGINAL
COPIES: HR Representative
 Contractor
 Finance



BID OPENING
OCTOBER 5, 2020 AT 4:00 P.M.

Project Name:		RFP NO. 2020-0901 – LANDSCAPE MAINTENANCE SERVICES			
Address:		1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711			
CONTRACTOR INFORMATION					
Co. Name:	CentreScapes, Inc.	Rep:	Jason Marcus		
Address:	165 Gentry Street	Email:			
	Pomona, CA 91767	Phone:			
PROPOSAL					
Location	3-Year Contract			Optional 2-Year Extension	
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
2001 N. Garey 1x Cleanup Fee	\$ 5,400.00	\$ 5,562.00	\$ 5,730.00	\$ 5,900.00	\$ 6,077.00
	\$ 850.00			Subtotal	\$ 11,977.00
Subtotal	\$ 17,542.00				
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
2008 N. Garey 1x Cleanup Fee	\$ 7,680.00	\$ 7,920.00	\$ 8,160.00	\$ 8,400.00	\$ 8,520.00
	\$ 1,250.00			Subtotal	\$ 16,920.00
Subtotal	\$ 25,010.00				
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
1403 N. Garey 1x Cleanup Fee	\$ 4,980.00	\$ 5,130.00	\$ 5,284.00	\$ 5,442.00	\$ 5,605.00
	\$ 500.00			Subtotal	\$ 11,047.00
Subtotal	\$ 15,894.00				
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
956 W. Baseline 1x Cleanup Fee	\$ 3,720.00	\$ 3,840.00	\$ 3,960.00	\$ 4,080.00	\$ 4,200.00
	\$ -			Subtotal	\$ 8,280.00
Subtotal	\$ 11,520.00				
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
786 N. Park Ave 1x Cleanup Fee	\$ 3,720.00	\$ 3,840.00	\$ 3,960.00	\$ 4,080.00	\$ 4,200.00
	\$ -			Subtotal	\$ 8,280.00
Subtotal	\$ 11,520.00				
TOTAL:	\$ 81,486.00			TOTAL:	\$ 56,504.00
GRAND TOTAL:		\$137,990.00			



BID OPENING
OCTOBER 5, 2020 AT 4:00 P.M.

Project Name:		RFP NO. 2020-0901 – LANDSCAPE MAINTENANCE SERVICES			
Address:		1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711			
CONTRACTOR INFORMATION					
Co. Name:	S.C. Yamamoto, Inc.	Rep:	Shinsuke Yamamoto		
Address:	2031 Every Avenue	Email:			
	La Habra, CA 90631	Phone:			
PROPOSAL					
Location	3-Year Contract			Optional 2-Year Extension	
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
2001 N. Garey 1x Cleanup Fee	\$ 8,280.00	\$ 8,280.00	\$ 8,280.00	\$ 8,280.00	\$ 8,280.00
	\$ 750.00			Subtotal	\$ 16,560.00
SUBTOTAL	\$ 25,590.00				
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
2008 N. Garey 1x Cleanup Fee	\$ 9,170.00	\$ 9,170.00	\$ 9,170.00	\$ 9,170.00	\$ 9,170.00
	\$ 1,250.00			Subtotal	\$ 18,340.00
Subtotal	\$ 28,760.00				
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
1403 N. Garey 1x Cleanup Fee	\$ 3,620.00	\$ 3,620.00	\$ 3,620.00	\$ 3,620.00	\$ 3,620.00
	\$ 400.00			Subtotal	\$ 7,240.00
Subtotal	\$ 11,260.00				
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
956 W. Baseline 1x Cleanup Fee	\$ 5,320.00	\$ 5,320.00	\$ 5,320.00	\$ 5,320.00	\$ 5,320.00
	\$ 450.00			Subtotal	\$ 10,640.00
Subtotal	\$ 16,410.00				
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
786 N. Park Ave 1x Cleanup Fee	\$ 2,460.00	\$ 2,460.00	\$ 2,460.00	\$ 2,460.00	\$ 2,460.00
	\$ 250.00			Subtotal	\$ 4,920.00
Subtotal	\$ 7,630.00				
TOTAL:	\$ 89,650.00			TOTAL:	\$ 57,700.00
GRAND TOTAL:		\$147,350.00			



BID OPENING
OCTOBER 5, 2020 AT 4:00 P.M.

Project Name:		RFP NO. 2020-0901 – LANDSCAPE MAINTENANCE SERVICES			
Address:		1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711			
CONTRACTOR INFORMATION					
Co. Name:	Alliance Landcare, Inc.	Rep:	Mike Parker		
Address:	3770 E. Grand Ave	Email:			
	Pomona, CA 91766	Phone:			
PROPOSAL					
Location	3-Year Contract			Optional 2-Year Extension	
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
2001 N. Garey 1x Cleanup Fee	\$ 13,258.47	\$ 13,924.05	\$ 14,620.24	\$ 15,351.24	\$ 16,118.81
	\$ 875.00			Subtotal	\$ 31,470.05
Subtotal	\$ 42,677.76				
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
2008 N. Garey 1x Cleanup Fee	\$ 22,551.00	\$ 23,678.55	\$ 24,862.46	\$ 26,105.58	\$ 27,410.86
	\$ 1,250.00			Subtotal	\$ 53,516.44
Subtotal	\$ 72,342.01				
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
1403 N. Garey 1x Cleanup Fee	\$ 12,371.00	\$ 12,989.55	\$ 13,639.02	\$ 14,320.97	\$ 15,037.01
	\$ 400.00			Subtotal	\$ 29,357.98
Subtotal	\$ 39,399.57				
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
956 W. Baseline 1x Cleanup Fee	\$ 9,001.00	\$ 9,451.05	\$ 9,923.58	\$ 10,419.76	\$ 10,940.74
	\$ 400.00			Subtotal	\$ 21,360.50
Subtotal	\$ 28,775.63				
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
786 N. Park Ave 1x Cleanup Fee	\$ 9,001.00	\$ 9,451.05	\$ 9,923.58	\$ 10,419.76	\$ 10,940.74
	\$ 400.00			Subtotal	\$ 21,360.50
Subtotal	\$ 28,775.63				
TOTAL:		\$ 211,970.60		TOTAL: \$ 157,065.47	
GRAND TOTAL:		\$369,036.07			



**Tri-City Mental Health Authority
AGENDA REPORT**

DATE: October 21, 2020

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

SUBJECT: Approval of Resolution No. 555 Authorizing the Executive Director to Execute a Non-Binding Memorandum Of Understanding with Restore Neighborhoods LA and Genesis LA to Develop 15 Units of Combined Affordable and Permanent Supportive Housing in TCMHA Property Located at 956 W. Baseline Road in Claremont, California

Summary:

Tri-City's Executive Director is seeking Governing Board approval for the Executive Director to execute a non-binding Memorandum Of Understanding (MOU) with Restore Neighborhoods LA (RNLA) and Genesis LA (GLA) in order to allow for the ongoing planning of a 15-unit senior housing development on Tri-City's property located at 956 W. Baseline Rd in Claremont.

Background:

On February 19, 2020, Tri-City's Governing Board adopted Resolution No. 520 authorizing the designation of Tri-City's No Place Like Home (NPLH) Non-Competitive Allocation to GLA in support of its effort to develop an affordable housing project for seniors to be located at Tri-City's property located at 956 Baseline Road in Claremont. GLA is partnering with developer RNLA to bring this project to fruition. Over the past 8 months, RNLA and GLA have additionally secured funding from the City of Claremont and the County of Los Angeles and are now prepared to proceed with the final planning and execution of agreements for 15-unit senior housing project on the Baseline site.

Discussions since February have resulted in the planning of a 15-unit project for seniors that will have 7 units of affordable housing assigned to RNLA and 8 units of permanent supportive housing assigned to Tri-City for older adults enrolled in its MHSA programs. In addition to the commitment of its NPLH Non-Competitive funds, plans also include Tri-City transferring the property to the developer and supplying an annual Capital Operating Subsidy Reserve (COSR) for its 8 units with a preliminary commitment of 15 years in order to support the viability of the project.

As reported in the Agenda Report for Resolution No. 520, Tri-City must submit to the State Department of Housing and Community Development (HCD) a Board approved plan that definitively commits its NPLH Non-Competitive Funds to a viable housing project prior to February 15, 2021 or the funds revert back to the State.

Governing Board of Tri-City Mental Health Authority
Approval of Resolution No. 555 Authorizing the Executive Director to Execute a Non-Binding Memorandum Of Understanding with Restore Neighborhoods LA and Genesis LA to Develop 15 Units of Combined Affordable and Permanent Supportive Housing in TCMHA Property Located at 956 W. Baseline Road in Claremont, California
October 21, 2020
Page 2

However, prior to Tri-City legally transferring its property, its NPLH Non-Competitive Funds, and a 15 year COSR plan to the RNLA project, Tri-City is seeking to enter into a non-binding MOU that will commit all parties to continue the planning, clarify all parties roles, outline conditions of Tri-City's participation, and thus allow RNLA to garner all funding to demonstrate the project will proceed timely before Tri-City ultimately commits its property and its funds.

Fiscal Impact:

This non-binding MOU commits Tri-City to proceed with a future binding agreement to commit the transfer of its property, the contribution of its No Place Like Home (NPLH) Non-Competitive Allocation in the amount of \$1.142 million, and commit to 15 years of additional annual funding as a Capital Operating Reserve Subsidy (COSR) in the amount of \$24k with 3.5% annual increase for Tri-City's eight (8) permanent supportive housing units, after RNLA and GLA have secured all other necessary funding and permissions to build the 15-unit development.

Recommendation:

Tri-City staff recommends that the Governing Board approve Resolution No. 555 and allow the Executive Director to execute this non-binding MOU in order to allow all named parties to further proceed in the development of Tri-City's property to insure that final plans and agreements for the 15-unit combined affordable housing and permanent supportive housing project will be executed well in advance of the State deadline of February 15, 2021 to commit Tri-City's NPLH Non-Competitive Funds.

Attachments

Attachment 6-A: Resolution No. 555 - DRAFT

Attachment 6-B: Non-Binding MOU with RNLA and GLA- DRAFT

RESOLUTION NO. 555

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A NON-BINDING MEMORANDUM OF UNDERSTANDING WITH RESTORE NEIGHBORHOODS LA AND GENESIS LA TO DEVELOP 15 UNITS OF COMBINED AFFORDABLE AND PERMANENT SUPPORTIVE HOUSING IN TCMHA PROPERTY LOCATED AT 956 W. BASELINE ROAD IN CLAREMONT, CALIFORNIA

The Governing Board of the Tri-City Mental Health Authority does resolve as follows:

1. Findings. The Governing Board hereby finds and declares the following:

A. Tri-City Mental Health Authority (“TCMHA or Authority”) adopted Resolution No. 520 on February 19, 2020 designating the Authority’s non-competitive No Place Like Home (NPLH) funds in the sum of \$1,140,736 to develop a low-income housing project for seniors, eligible for mental health services under the Mental Health Services Act (“MHSA”), at the Authority’s property located at 956 W. Baseline Road in Claremont, in partnership with the City of Claremont and Genesis LA Economic Growth Corporation.

B. A non-binding Memorandum Of Understanding with Restore Neighborhoods LA (RNLA) and Genesis LA Economic Growth Corporation (GLA) is required in order to allow for the ongoing planning of a 15-unit senior housing development, to clarify all parties roles and to outline conditions of TCMHA’s participation, before ultimately commits its property and its funds.

2. Action

The Authority’s Executive Director is authorized to enter into, and execute, a non-binding Memorandum Of Understanding with RNLA and GLA to continue negotiations for the development of an affordable and permanent supportive housing project at 956 North Baseline Road in Claremont.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on October 21, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ROBIN CARDER, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By: _____

By: _____

NON-BINDING MEMORANDUM OF UNDERSTANDING

among
Restore Neighborhoods LA, Inc.
and
Tri-City Mental Health Services
and
Genesis LA Economic Growth Corporation

This NON-BINDING MEMORANDUM OF UNDERSTANDING ("MOU") is dated as of October __, 2020 ("Effective Date") and is executed by RESTORE NEIGHBORHOODS LA, INC., a California nonprofit public benefit corporation ("RNLA"), and TRI-CITY MENTAL HEALTH AUTHORITY, a California joint powers authority ("TCMHA") and GENESIS LA ECONOMIC GROWTH CORPORATION, a California nonprofit public benefit corporation ("GLA").

RNLA, TCMHA and GLA are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS/BACKGROUND

A. RNLA is a California nonprofit public benefit corporation with a mission to invest in local neighborhoods, improve the built environment, and advance environmental sustainability.

B. TCMHA is a joint powers authority whose mission is to provide high quality, culturally competent behavioral health care treatment, prevention, and education in the diverse cities of Pomona, Claremont, and La Verne.

C. GLA is a community loan fund that lends capital to organizations to facilitate affordable housing development; the mission of GLA is to deliver financial solutions that advance economic and social opportunities in underserved communities.

D. TCMHA owns real property located at 956 Baseline Road in Claremont, California ("Property") and desires that said Property be developed with affordable permanent supportive housing.

E. RNLA has significant experience in developing, operating and renting such housing.

I. PURPOSE OF MOU

RNLA, TCMHA, and GLA desire to work together to develop 15 units of affordable housing on the Property, including permanent supportive housing ("Project"). As used herein, the term "permanent supportive housing" means housing and supportive services to senior adult individuals who are homeless or at risk of homelessness and have a diagnosed severe mental illness. Supportive housing is a nationally recognized evidence-based practice that has consistently shown that coupling appropriate services with permanent housing stability increases the likelihood that the tenant will remain connected to mental health treatment. Supportive housing has also been shown to reduce the high cost of providing services to homeless individuals with

psychiatric disabilities. Stable housing provides the foundation that enables individuals, through their resiliency, to further realize their life goals.

While this MOU is not binding, this MOU is nevertheless intended to be the basis for negotiating: (i) a binding Disposition and Development Agreement (“DDA”) between TCMHA and RNLA, and (ii) binding loan documents between GLA and RNLA for Project financing (“GLA Documents”). It is intended that the DDA and GLA Documents will ensure that the Project will be timely completed.

It is the intent of TCMHA that the DDA be finalized, and approved and executed by RNLA and delivered to TCHMA on or before December 10, 2020, which is the day before the agenda deadline for TCMHA’s board meeting on December 16, 2020, and that the DDA will then be submitted to TCMHA’s board for approval on December 16, 2020.

In no event shall this MOU give RNLA or GLA any rights to the Property. Neither this MOU nor any memorandum of this MOU shall be recorded against the Property.

The Parties acknowledge that prevailing wages must be paid for the construction of the Project under California Labor Code Sections 1720, et seq. and that this will increase the cost of construction.

II. PROJECT PARAMETERS

A. TCMHA Property/Funds.

It is contemplated that TCMHA will convey the Property to RNLA upon the closing under the DDA for no purchase price. It is contemplated that conditions to such closing will include that RNLA shall have obtained: (i) all permits required to construct the Project; (ii) a guaranteed maximum price construction contract from a reputable contractor for the Project; (iii) all financing necessary to complete the Project and pay any projected operating deficits; and (iv) an agreement with TCMHA in which TCMHA is entitled to provide certain services to the Project for 55 years after completion of the Project.

TCMHA has been assigned housing funds from Department of Health Care Services pursuant to Proposition 63, the Mental Health Services Act and from the Department of Housing and Community Development pursuant to the No Place Like Home Act of 2018. It is contemplated that the DDA will provide that TCMHA will make funds available for construction/development costs, and after Project completion, will make an additional \$24,000 a year of such funds available for operating costs for 15 years, increasing at 3.5% per annum.

B. Housing Program/Restrictions

It is contemplated that eight (8) units in the Project (“TCMHA Units”) will be restricted to senior adults who are homeless and/or at risk of homelessness and have been diagnosed with a severe mental illness (“TCMHA Individuals”); the remaining seven rental units will be restricted to low income senior adults at affordable rents. The TCMHA Units be made available to senior adults who are referred by TCMHA.

As used herein, the term “senior adults” means persons who are 60 years of age or older.

It is contemplated that the restrictions, but no payment obligations, will be in a recordable agreement between TCMHA and RNLA that will be recorded at the closing of the conveyance of the Property by TCMHA to RNLA, and will be senior to any deeds of trust securing financing (the “TCMHA Regulatory Agreement”).

C. Guiding Principles for Services and for a Services Agreement

All Parties under this MOU recognize that tenants who are homeless or at risk of homelessness and severe mental illness are diverse in terms of their strengths, motivation, goals, backgrounds, needs and disabilities, and that:

1. Tenants who are homeless or at risk of homelessness and have a severe mental illness are members of the community with all the rights, privileges, and opportunities accorded to the greater community;
2. The Parties desire to establish a foundation of trust and partnership, and provide seamless and high quality services to each tenant, based on the tenant's individual needs;
3. It is contemplated that for each tenant in a TCMHA Unit, TCMHA shall serve as the single fixed point of responsibility and as such shall be responsible for that tenant's mental health care; however, an individual tenant may elect to change service providers or to cease receiving services;
4. TCMHA’s rights to provide such services shall be included or referenced in the TCMHA Regulatory Agreement;
5. In designing and implementing services, the input of the tenant will be sought;
7. The Parties shall protect privacy in the delivery of supportive services; and
8. Supportive services shall include providing information about community based services.

D. Funding

It is contemplated that as a condition to the closing of the transfer of the Property under the DDA, RNLA shall concurrently with such closing obtain a 55 year \$1,750,000 construction/permanent forgivable loan or conditional grant secured by a deed of trust on the Project and shall enter into a recordable affordable housing agreement with the City of Claremont that restricts no more than 7 of the units to affordable low income households.

It is contemplated that as a condition to the closing of the transfer of the Property under the DDA, TCMHA will relocate the existing tenants living on the Property, and concurrently with such closing will make a 55 year conditional grant or forgivable loan for construction costs to RNLA secured by a deed of trust on the Project in the amount of \$1,140,000, that will also include a commitment to provide \$24,000 a year, increasing at 3.5% each year, for 15 years after the closing for an operating cost reserve which may be used for operating costs of the Project (and such

disbursements for operating costs shall be forgiven if no default occurs by the end of such 15 year period).

It is contemplated that as a condition to the closing of the transfer of the Property under the DDA, GLA will concurrently with such closing make a 15 year construction/permanent loan for construction costs to RNLA secured by a deed of trust on the Project.

Funds for the Project's operation and maintenance will be RNLA's sole responsibility (except for the annual disbursements of \$24,000 by TCMHA described above) and may come from rental income, outside operational subsidies and other Project generated income. It is contemplated that it shall be a condition to the transfer of the Property under the DDA that RNLA provide reasonable estimates of the income and costs, and reasonable evidence of binding commitments to obtain funds for any operation/maintenance costs that will not be paid with Project income.

III. OTHER RIGHTS/RESPONSIBILITIES

Upon reasonable request of RNLA, TCMHA shall attend meetings with RNLA and/or GLA to discuss the pre-development, construction and lease-up phases of the Project.

It is understood that TCMHA's supportive services staff roles will be that of advocate and RNLA's role will be that of developer, owner, property manager and landlord of the Project, and RNLA's role will involve dealing with tenant issues, as well as services for the tenants of units that are not TCMHA Units.

It is contemplated that TCMHA's supportive services staff and RNLA shall coordinate the orientation, initial application, income verification and interview of potential tenants, and will focus on background issues that may affect the tenant's ability to live independently and compatibly within the Project. It is contemplated that it will be TCMHA's duty and prerogative to compile and maintain a tenant waiting list for the TCMHA Units.

RNLA shall:

1. Be responsible for all costs required to acquire, develop and operate the Project including pre-development expenses but not limited to: site acquisition; entitlement, design, construction.
2. Employ competent and experienced personnel, including a Project manager that will be responsible for managing the day to day development and operation of the Project.
3. Prepare a timeline and schedule for the Project which sets forth development of the Project through lease up of the units; the schedule will include steps in designing and developing the Project and obtaining all necessary environmental clearances, planning entitlements, subdivision map and construction permits;
3. Research, develop and secure all necessary funding sources including the preparation and submission of application for financing from both private and governmental lenders;
4. Solicit, negotiate and contract with and coordinate the work of all Project consultants and contractors necessary to successfully complete the Project;

6. Perform Project development accounting, and comply with all requirements of Project funding sources.

IV. MISCELLANEOUS

NOTICES

Any notices under this MOU shall be in writing and shall be delivered via email using the information below:

RNLA: John Perfitt, Executive Director
Email: jperfitt@rn-la.org

TCMHA: Antonette Navarro, Executive Director
Email: anavarro@tricitymhs.org

GLA: Tom De Simone, President and CEO
Email: tdesimone@genes isla.org

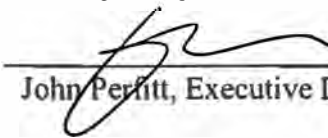
COUNTERPARTS; DELIVERY BY EMAIL

This MOU may be executed in one (1) or more counterparts, all of which as so executed shall constitute one (1) MOU. This MOU may be delivered by sending a copy/PDF of a counterpart, signed by the sending party, to the other parties by email.

IN WITNESS WHEREOF, the Parties have executed this non-binding MOU as of the day and year first herein written.

RNLA:

RESTORE NEIGHBORHOODS LA, INC.,
a California nonprofit public benefit corporation

By: 
John Perfitt, Executive Director

TCMHA:

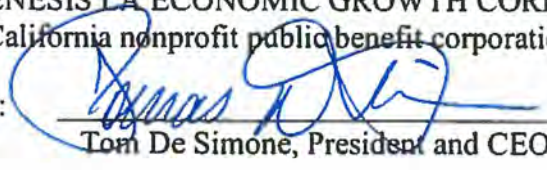
TRI-CITY MENTAL HEALTH AUTHORITY,
a California joint powers authority

By: _____
Antonette Navarro, Executive Director

GLA:

GENESIS LA ECONOMIC GROWTH CORPORATION,
a California nonprofit public benefit corporation

By:



Tom De Simone, President and CEO



**Tri-City Mental Health Authority
AGENDA REPORT**

DATE: October 21, 2020

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

SUBJECT: Approval of Resolution No. 556 Authorizing the Purchase of Computer Hardware and Accessories for 80 Staff Members from Insight Public Sector, Inc. in the Amount of \$166,714.50

Summary:

Tri-City's Executive Director is seeking Governing Board approval to purchase computer hardware from Insight Public Sector, Inc to replace outdated computers along with their accessories for approximately 40% of Tri-City's staff in the amount of \$166,714.50.

Background:

Tri-City Mental Health's approved budget for fiscal year 2020-21 includes funds to replace computers and computer accessories for roughly 40% of its staff. Funds were allocated to cover routine computer turnover replacements, as well as to replace any remaining desktop computers in circulation with laptops and docking stations to better meet the needs of telecommuting and telehealth, as well as to provide increased flexibility to allow for staff to move easily among offices and keep good physical distancing once more time is required back at the office.

Tri-City's IT Division completed an RFB process inviting computer resellers to submit Bids for a fixed-price contract to supply Tri-City with laptops, docking stations, mouse/keyboard packages, AC travel adapter chargers, and laptop bags for 80 staff members. During the 5-day posting, Tri-City secured 3 Bids; proposed totals are listed here:

<u>Company Name</u>	<u>Bid Total</u>
Insight Public Sector, Inc.	\$166,714.50
Synergy Technology Exchange	\$185,098.90
CDW-Government	\$194,379.57

Fiscal Impact:

Funds for this replacement and purchase of new computer hardware and accessories will be divided between 1991 Realignment and MHSA monies according to the staff cost allocation plan. These funds are included in the current Fiscal Year 2020-21 budget.

Governing Board of Tri-City Mental Health Authority
Approval of Resolution No. 556 Authorizing the Purchase of Computer Hardware and
Accessories for 80 Staff Members in the Amount of \$166,714.50
October 21, 2020
Page 2

Recommendation:

It is recommended that the Governing Board approve Tri-City's selection to accept the proposed bid presented by Insight Public Sector, Inc and adopt Resolution No. 556 authorizing the Executive Director to purchase computer hardware and accessories in the amount of \$166,714.50 for 80 staff members.

Attachments

Attachment 7-A: Resolution No. 556 - DRAFT

Attachment 7-B: Request for Bids for Computer Hardware and Accessories

Attachment 7-C: Bid from Insight Public Sector, Inc

RESOLUTION NO. 556

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE PURCHASE OF COMPUTER HARDWARE AND ACCESSORIES FOR 80 STAFF MEMBERS FROM INSIGHT PUBLIC SECTOR, INC. IN THE AMOUNT OF \$166,714.50

The Governing Board of the Tri-City Mental Health Authority does resolve as follows:

1. Findings. The Governing Board hereby finds and declares the following:

A. Tri-City Mental Health Authority ("TCMHA or Authority") allocated funds in its Budget for Fiscal Year 2020-21 to purchase computer hardware, along with their accessories, for approximately 40% of TCMHA staff.

B. A Request for Bids (RFB) was issued on October 12, 2020, inviting computer resellers to submit Bids for a fixed-price contract to supply TCMHA with laptops, docking stations, mouse/keyboard packages, AC travel adapter chargers, and laptop bags.

2. Action

A. The Authority's Executive Director is authorized to purchase computer hardware and accessories from Insight Public Sector, Inc. in the amount of \$166,714.50 for 80 Staff Members.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on October 21, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ROBIN CARDER, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA OLMOS, RECORDING SECRETARY

By:_____

By:_____



**Administration Office
1717 N. Indian Hill Blvd., Suite B
Claremont, CA 91711**

REQUEST FOR BIDS

FOR

COMPUTER HARDWARE AND ACCESSORIES

October 12, 2020

ATTACHMENT 7-B

CONTACT

Jessica Wong, Interim CIO

Ph: (323)747-8340

E-mail: it_consulting@tricitymhs.org

BID PACKET

- Cover Page
 - Bidder's Company Information, References and Subcontractors
 - Transmittal Letter
 - Owner/Responsible Project Manager
 - Bidder's Company Work Process Information
 - Bid Exceptions
 - Price Bid
 - On or before October 16th, 12PM PST, completed Bid Packet scanned and e-mailed to: Chief Information Officer, at it_consulting@tricitymhs.org
-
- The full Request for Bids may be downloaded from TCMHA's website at www.tricitymhs.org
 - All bids must be signed by a duly authorized representative of the agency.
 - All unsigned or late bids will be rejected.
 - Faxed bids are not accepted.
 - Bids will be verified for compliance with Bid Document specifications and also competitively evaluated.
 - A recommendation to award purchase order tentatively will be presented to the Governing Board at its October 21st, 2020 meeting.
 - TCMHA reserves the right to make no award of purchase order.
 - We appreciate your interest in Tri-City Mental Health Authority and look forward to your response.

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	AGENCY PROFILE	1
III.	SCOPE OF GOODS/SERVICE	1
IV.	BID DOCUMENT AND TIMELINE	1
	A. Bid Schedule	1
	B. Explanation of Timeline	2
V.	BID REQUIREMENTS	2
	A. TCMHA Contact During Bid Process	2
	B. Time and Manner of Submission	2
	C. Bid Format	3
VI.	AWARD AND AGREEMENT EXECUTION	3
	A. Bid Opening	4
	B. Bid Evaluation	4
	C. Bid Rejection.....	4
	D. Subcontracting.....	4
	E. Withdrawal or Modification of Bids	4
	F. Award of Purchase Order	4
	G. Invoicing and Payment Process	5
VII.	GENERA PROVISIONS	5
	A. Independent Contractor.....	5
	B. Public Records – Notice Related to Proprietary/Confidential Data	5
	C. Conflict of Interest.....	6
	D. Nondiscrimination	6
	E. Debarred/Suspended Contractors	6
	F. Records and Audits	6
	G. Governing Law and Regulations	6
VIII.	DEFINITIONS	7
IX.	ATTACHMENTS	7
	Scope of Goods/Services	Attachment A
	Bid Packet Cover Page	Attachment B
	Bidder’s Company Information, References and Subcontractors	Attachment C
	Bidder’s Company Work Process Information	Attachment D
	Bid Document Exceptions	Attachment E
	Price Bid	Attachment F
	Contractor’s Attestation	Attachment G

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-1002

I. INTRODUCTION

Tri-City Mental Health Authority (TCMHA) is requesting Bids from technology resellers to provide computer hardware and accessories. This Request for Bids is expected to result in a fixed price contract. All Bidders shall meet the provisions, requirements and specifications listed in this Request for Bids Document, No. 2020-1002 and must be received by TCMHA by **12:00 PM PST on October 16, 2020** at 1717 N. Indian Hill Boulevard, Suite B, Claremont, CA 91711, or scanned and emailed to it_consulting@tricitymhs.org.

II. AGENCY PROFILE

Tri-City Mental Health Authority (TCMHA) was established through a Joint Powers Authority Agreement between the Cities of Pomona, Claremont and La Verne pursuant to the provisions of the Joint Exercise of Powers Act of the State of California, to deliver mental health services to the residents of the three Cities. Pursuant to the Joint Powers Authority Agreement, TCMHA is a public agency governed by a Governing Board (Legislative Body) composed of seven members; four members are a council member of his/her respective City, and three members of the Board are community members appointed by the three Cities. To carry out the Agency operations, the Governing Board develops and establishes resolutions and policies, and appoints an Executive Director to conduct the Agency's day-to-day operations.

TCMHA has a stated commitment to achieving excellence and efficiency as a public Agency serving the diverse communities of Pomona, Claremont, and La Verne through its five facilities, over 200 employees, and outpatient services. TCMHA creates an integrated system of care to ensure access and to enhance the mental and emotional health of its clients. Available services include psychotherapy, clinical case management, medication support, peer-to-peer support, psychoeducation, linkage and referral, vocational training and support, socialization activities, and community outreach.

III. SCOPE OF GOODS/SERVICE

The scope of goods/services of this project should include computer hardware, accessories, and computer imaging costs. Please see 'Attachment A' for detailed information regarding specifications required.

IV. REQUEST FOR BIDS AND TIMELINE

A. Bid Schedule

- Request for Bid (Bid Document) Issued: **October 12, 2020**
- Written Questions Deadline: **October 14, 2020**
- Response to Written Questions/Bid Document Addendum Posted: **October 14, 2020**
- **Bids Deadline: October 16, 2020, 12:00 PM PST**
- Anticipated Award of Purchase Order: **October 21, 2020**
- Anticipated Goods/Services Delivery: TBD

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-1002

B. Explanation of Timeline

1. Request for Bids Issued. The Request for Bids Document may be obtained from TCMHA's website at www.tricitymhs.org. The TCMHA will not be responsible for the completeness or accuracy of Request for Bids Document retrieved from any other source than directly from TCMHA.

2. Written Questions Deadline. Submit all written questions by the deadline to Contact Person. Questions submitted in any other manner or format are not acceptable. All questions must be received via e-mail by **5:00 PM PST October 14, 2020** (see **Bid Schedule**). Questions will be responded to in writing. Written summaries of all questions and answers will be published on TCMHA's website. Anonymity of the source of specific written questions will be maintained in the written responses. A clarification addendum will be issued, if necessary.

3. Response to Written Questions/Bid Addendum Posted. Answers to all questions received by the deadline and any material change to the Request for Bids, will be listed on an addendum to the Bid Document and posted at www.tricitymhs.org by October 14, 2020. Additional written questions must be received by the BID DOCUMENT Contact Person no later than two (2) days after the addendum is posted. The Agency reserves the right to post additional addenda until the Request For Bids closing date and time. Any written addendum issued during the Bid time shall become a part of the Request for Bid Document and shall be signed and attached to the Bid and made a part of the Bid submitted. It is the Bidder's responsibility to indicate acknowledgement, sign, and return addendums with their response. TCMHA reserves the right to reject any responses deemed to be non-responsive.

4. Bid Deadline. Bids must be received no later than the deadline specified in Bid Schedule.

5. Bid Evaluation Period. An Evaluation Committee will review and evaluate the Bids and make a recommendation as to which Bids to move forward.

6. Anticipated Award of Purchase Order. A written Notice of Intent to award letter will be sent to the selected Bidder.

V. BID REQUIREMENTS

A. TCMHA Contact During Bid Process

During the Bid process, TCMHA contact shall be Jessica Wong, Interim Chief Information Officer, (323) 747-8340, email: it_consulting@tricitymhs.org.

B. Time and Manner of Submission

A fully executed Bid shall be scanned and emailed to it_consulting@tricitymhs.org no later than **12:00 p.m., Pacific Time, on October 16, 2020.**

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-1002

C. Bid Format

It is TCMHA's request that the Bids be brief and succinct. Information listed 1-8 below, including Appendices B-G, to this Bid Document are required to be included in the submitted Bid Packet. If not included, the submitted Bid will be considered incomplete; and thus, non-responsive. The Bid shall be submitted in the following format:

1. Bid Cover Page – (*Attachment B*)
2. Bidder's Company Information, References and Subcontractors (*Attachment C*)
3. Transmittal Letter. The letter signed by the authorized Bidder representative should provide an executive summary that briefly states the Bidder's interest in providing the scope of goods/services, the understanding of the good/services to be provided, the commitment to provide the goods/services, and irrevocable offer for 90 days from the closing date. The letter and executive summary shall be limited to no more than two (2) pages.
4. Owner/Responsible Project Manager and Core Team. List the owner or person in charge. List the key staff and sub-contractors, if any, which will be assigned to provide the requested goods/services in this Bid Document.
5. Bidder's Company Work Process Information (*Attachment D*). List former clients for whom similar or comparable goods/services have been provided. Include the name, mailing address, mailing address, and telephone number of the appropriate contact person.
6. Bid Document Exceptions (*Attachment E*). Provide properly completed Exception(s) To Specifications. If Bidder has no exceptions, then Bidder must check the box, where indicated.
7. Price Bid (*Attachment F*). The scope of goods/services shall include a cost schedule for all goods/services required under this Bid Document. The Bid should specify the expected time of completion/delivery for each specified component. The Bid total must include sales tax and shipping or delivery costs. Cost will not be the sole factor in making the selection; delivery time for the specified items may also be taken into consideration.
8. Licenses. Bidder declares that has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business.

VI. AWARD OF PURCHASE ORDER

A. Bid Opening

Due to COVID-19, there will be no public opening of submittal Bids. After the evaluation process is concluded and a proposed intent to award purchase order is made, a written notification will be provided to all Bidders.

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-1002

B. Bid Evaluation

The Bid should give clear, concise information in sufficient detail to allow an evaluation. The Bidder should provide an affirmative statement that it is independent of TCMHA and that the goods/services to be provided are in the capacity of independent contractors and not as an officer, agent, or employee of TCMHA.

The Bids will be reviewed and evaluated based on the following criteria:

1. Bidder's qualifications, description and experience
2. Understanding and ability to provide goods/services as itemized in the Scope of Goods/Services
3. References and experience in providing similar goods/services
4. Cost Bid

C. Bid Rejection

TCMHA reserves the right to reject any and all Bids, either in part or in its entirety; or to negotiate specific terms, conditions, compensation, and provisions on any agreements that may arise from this solicitation; to waive any informalities or irregularities in the Bids; to request and obtain, from one or more of the agencies submitting Bids, supplementary information as may be necessary for TCMHA staff to analyze the Bids; and to accept the Bid that appear to be in the best interest of TCMHA. In determining and evaluating the Bids, costs will not necessarily be controlling; the experience of those who will be providing goods/services under this Bid Document, quality, equality, efficiency, utility, suitability of the goods/services offered, and the reputation of applicants will be considered, along with other relevant factors.

D. Subcontracting

If subcontracting is contemplated, this should be discussed in your Bid. No subcontracting will be allowed without the express prior written consent of the TCMHA.

E. Withdrawal or Modification of Bids

Bids may be modified or withdrawn only by a written request received by TCMHA prior to the Request for Bid due date (Closing Date).

F. Award of Purchasing Order

A Purchasing Order may be awarded to the successful Bidder for the purchase of goods/services by TCMHA Governing Board based upon the criteria reflected in this Bid Document. TCMHA reserves the right to award, or not award, a purchase order to the successful Bidder when it is determined to be in TCMHA's best interests. This RFB does not commit TCMHA to award a contract and/or purchase order; and no Bid shall be considered binding upon TCMHA until the Purchasing Order has been awarded.

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-1002

G. Invoicing and Payment Process

Payment will be made after invoices are received, approved by the staff overseeing the goods/services and the department has processed the payment. Payments will normally be made within thirty (30) days unless other terms are specifically offered by the Contractor and accepted by TCMHA. TCMHA does not pay in-advance or for interest or fees for late payments. Invoices not including the proper purchase order or any variations may cause a delay in payment.

VII. GENERAL PROVISIONS

A. Independent Contractor

In performance of the work, duties and obligations assumed by the Bidder, it is mutually understood and agreed that the Bidder, including any and all of the Bidder's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of TCMHA.

B. Public Records - Notice Related to Proprietary/Confidential Data

Bidder understands that the public shall have access, at all reasonable times, to all documents and information, subject to the Public Records Act, and agrees to allow access by TCMHA and the public to all documents subject to disclosure under applicable law. Bidder's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of the Agreement (if awarded).

Bidders are advised that the California Public Records Act (the "Act", Government Code §§6250 et seq.) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Bidder shall clearly identify any information within its submission that it intends to ask TCMHA to withhold as exempt under the Act. Any information contained in a Bidder's submission which the Bidder believes qualifies for exemption from public disclosure as "proprietary" or "confidential" must be identified as such at the time of first submission of the Bidder's response to this Bid Document. Failure to identify information contained in a Bidder's submission to this Bid Document as "proprietary" or "confidential" shall constitute a waiver of Bidder's right to object to the release of such information upon request under the Act. TCMHA favors full and open disclosure of all such records. TCMHA will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records.

Note that wholesale use of headers/footers bearing designations such as "confidential", "proprietary", or "trade secret" on all or nearly all of a Bid is not acceptable, and may be deemed by TCMHA as a waiver of any exemption claim. Any Bid that includes a blanket statement or limitation, which would prohibit or limit public inspection may be considered non-responsive and may be rejected. Pricing information is generally not considered proprietary information. The identification of exempt information must be specific. TCMHA assumes no responsibility for disclosure or use of unmarked data for any purposes.

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-1002

C. Conflict Of Interest

Bidders, by responding to this Bid Document, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the TCMHA is financially interested, directly or indirectly, in providing goods/services specified in this Bid Document. Furthermore, Bidder represents and warrants to TCMHA that it has not employed or retained any person or company employed by the TCMHA to solicit or secure the purchase of goods/services and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of the purchase order.

D. Nondiscrimination

Bidder agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, sexual identity or disability in connection with its performance under this Bid Document. Furthermore, Bidder agrees that no otherwise qualified individual shall solely by reason of the aforementioned be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

E. Debarred/Suspended Bidder/Contractor

The awarded Bidder shall certify that no staff member, officer, director, partner, principal, or owner, or sub-contractor is excluded from any Federal health care program, or federally funded contract and will sign attached *Contractor's Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program (Attachment G)*. In accordance with TCMHA's policies and procedures, Tri-City will not enter into contracts with individuals, or entities, or owners, officers, partners, directors, or other principals of entities, who have been convicted recently of a criminal offense related to health care or who are debarred, excluded or otherwise precluded from providing goods or services under Federal health care programs, or who are debarred, suspended, ineligible, or voluntarily suspended from securing Federally funded contracts.

F. Records And Audits

The awarded Bidder (Contractor) shall maintain accounts and records, including all working papers, personnel, property, and financial records, adequate to identify and account for all costs pertaining to the purchase of goods/services and such other records as may be deemed necessary by Tri-City to assure proper accounting for all project funds, both Federal and non-Federal shares. These records must be made available for audit purposes to TCMHA or any authorized representative, and must be retained, at the Contractor's expense, for a minimum of seven (7) years, unless the firm is notified in writing by Tri-City of the need to extend the retention period.

G. Governing Law and Regulations

The goods/services will be provided in, construed by and interpreted according to the laws of the State of California. Bidder will comply with all federal, state, and local laws, standards, regulations, licenses, and permits. No Bid received may be withdrawn for a period of ninety (90) calendar days after the date fixed for opening Bids.

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-1002

TCMHA intends to award a purchase order for goods/services within sixty (60) calendar days of receiving the Bids. TCMHA reserves the right to retain all Bids submitted and to use any ideas in a Bid regardless of whether that Bid is selected. Submission of a Bid indicates acceptance by the Bidder of the conditions contained in this request for Bids, unless clearly and specifically noted in the Bid submitted and confirmed in the agreement for purchase of goods/services between TCMHA and the agency selected. There is no expressed or implied obligation for TCMHA to reimburse responding Bidders for any expenses incurred in preparing Bids in response to this request or for developing and carrying out interview presentations. Any Bid preparation and/or travel cost in regards to this Bid is the sole responsibility of the Bidder. All Bid Documents, prints and any detailed drawings shall be the property of TCMHA once submitted. TCMHA is a Joint Powers Authority formed and existing under the laws of the State of California. The successful Bidder will be required to satisfy all current legal requirements applicable to this work including Labor Code section 1061(b)(1), if applicable.

The Bidder, by submitting a response to this RFB Document, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFB Document. TCMHA reserves the right to choose any number of qualified finalists.

VIII. DEFINITIONS

A. Tri-City Mental Health Authority: Tri-City Mental Health Authority (TCMHA) or its authorized representative.

B. Request for Bid Document: The document soliciting invitation for Bid and includes basic Bid information and contractual documents.

C. Bidder: a person, corporation, partnership, or other entity who submits a Bid.

D. Bid Packet: All requested and required Request for Bid Document and forms submitted by the Bidder to TCMHA.

E. Closing Time: The time and date deadline for submission of Bid.

F. Independent Contractor: Upon TCMHA's award of purchase order for goods/services, a successful Bidder will become known as "Contractor/Independent Contractor".

IX. ATTACHMENTS

Attachment A: Scope of Goods/Services

Attachment B: Bid Document Cover Page

Attachment C: Bidder's Company Information, References and Subcontractors

Attachment D: Bidder's Company Work Process Information

Attachment E: Bid Document Exceptions

Attachment F: Price Bid

Attachment G: Contractor's Attestation

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
REQUEST FOR BIDS NO. 2020-1002**

ATTACHMENT A

SCOPE OF GOODS/SERVICES

Tri-City Mental Health Authority seeks a vendor to provide computer hardware, accessories, and computer imaging, as detailed below.

Hardware and Accessory Specifications:

- 80 Laptops: HP Part 7KK35UT#ABA
- 80 Docking Stations: HP Part D9Y32UT#ABA
- 80 Monitors: Lenovo ThinkVision T22v-10 21.5" or pre-approved comparable
- 80 Interface Devices: Logitech KB & Mouse combo
- 80 Travel HP AC Adapters, compatible with HP Part 7KK35UT#ABA
- 80 Laptop Bags (15" screen)

Services Specifications:

Labor/Service for imaging of 80 laptops to Tri-City's specifications – an image in an agreed upon format will be provided by Tri-City's IT department.

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
REQUEST FOR BIDS NO. 2020-1002**

ATTACHMENT B

BID DOCUMENT COVER PAGE

Name of Person, Business or Organization:	
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corporation, Non-Profit, Public)	
Federal Tax ID Number:	
Contact Person – Name	
Contact Person – Address	
Contact Person – Phone Number (s)	
Contact Person – e-mail address	

By signing this ***Bid Document Cover Page*** I hereby attest: that I have read and understood all the terms listed in the Bid Document; that I am authorized to bind the listed entity into this bid for the goods/services; and that should this Bid be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the Bid Document as published by TCMHA, including any amendments or addenda thereto except as explicitly noted or revised in my submitted Bid.

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
REQUEST FOR BIDS NO. 2020-1002**

ATTACHMENT C

BIDDER'S COMPANY INFORMATION, REFERENCES AND SUBCONTRACTORS

Company Name:	Address:
Owner, Principal Officer:	Headquarters Location/Date of Establishment:
Email:	Website:
Phone:	Fax:

List other license(s) and corresponding numbers/classification applicable or required for the scope of goods/services of this Bid:

Have you ever operated this business under a different name? Yes _____ No _____

If yes, please explain:

[Continued on Page 2]

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
REQUEST FOR BIDS NO. 2020-1002**

List references of projects that your company has *completed* in the last 5 years of similar size and goods/services for this Bid:

1. Company Name: _____ Contact Name: _____
Contact e-mail: _____ Contact Phone: _____
Scope of Work: _____
Agreement Amount: _____ Agreement Start/End Date: _____

2. Company Name: _____ Contact Name: _____
Contact e-mail: _____ Contact Phone: _____
Scope of Work: _____
Agreement Amount: _____ Agreement Start/End Date: _____

3. Company Name: _____ Contact Name: _____
Contact e-mail: _____ Contact Phone: _____
Scope of Work: _____
Agreement Amount: _____ Agreement Start/End Date: _____

Subcontractors to be utilized, if applicable:

1. Company Name: _____ Contact Name: _____
Contact e-mail: _____ Contact Phone: _____
Specialty: _____ Years in Business: _____
Scope of Work: _____

2. Company Name: _____ Contact Name: _____
Contact e-mail: _____ Contact Phone: _____
Specialty: _____ Years in Business: _____
Scope of Work: _____

On Going Legal Proceedings: Provide details on any litigation in which your firm has been engaged in the past five (5) years. If none, then write "NONE."

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
REQUEST FOR BIDS NO. 2020-1002**

ATTACHMENT D

BIDDER COMPANY WORK PROCESS INFORMATION

As part of Bid, Bidders are requested to provide detailed responses for the following:

1) Does your company have local support offices? _____

2) Please describe the typical support process (i.e. who does the client contact, turnaround time, etc.) _____

3) What is your anticipated delivery timeline? _____

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
REQUEST FOR BIDS NO. 2020-1002**

ATTACHMENT E

**EXCEPTION(S) TO SPECIFICATIONS AND/OR
REQUEST FOR BID**

- We **have no** exceptions to the Scope of Work/Requirements

- We **have** exceptions to the Scope of Work/Requirements as listed below. Exceptions to the Scope of Work/Requirements stated herein shall be fully described in writing by the Bidder in the space provided below. Any alternate must be approved by Tri-City Mental Health Authority no less than 10 business days prior to the closing date.

- We **have no** exceptions to any other section of the Bid Document.

- We **have** exceptions to the Request For Bid Document stated herein shall be fully described in writing by the Bidder in the space provided below.

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
REQUEST FOR BIDS NO. 2020-1002**

EXHIBIT F

PRICE BID

Please use the following template to submit your pricing Bid.

Qty	Mfr #	Description	Price ea.	Promo/Discount	Extended	Retail	Avail.
80	HP 7KK35UT#ABA	HP EliteBook 840 G6					
80	HP D9Y32UT#ABA	HP UltraSlim Docking Station					
80	Lenovo 61BBMAR6US	Lenovo ThinkVision T22v-10 21.5"					
80	Logitech 920-008813	Logitech MK270 Wireless Keyboard/Mouse Combo					
80		HP Travel AC Adapters (comp. w/ 7KK35UT#ABA)					
80		Laptop Bags (15" screen)					

Total:
Shipping/Handling:
Tax:

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-1002**

ATTACHMENT G



**CONTRACTOR'S ATTESTATION THAT IT NOR ANY OF ITS STAFF MEMBERS IS
RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR
SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM**

Contractor's Name	Last	First
-------------------	------	-------

Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded, or suspended from providing goods or services under any health care program funded by the Federal or State Government, directly or indirectly, in whole or in part, and the Contractor will notify the Tri-City Mental Health Authority (TCMHA) within thirty (30) days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a Federal or State funded health care program; and 2) any exclusionary action taken by any agency of the Federal or State Government against Contractor or one or more staff members barring it or the staff members from participation in a Federal or State funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold TCMHA harmless against any and all loss or damage Contractor may suffer arising from the Federal or State exclusion or suspension of Contractor or its staff members from such participation in a Federal or State funded health care program.

Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which TCMHA may immediately terminate or suspend this Agreement.

Is Contractor/Bidder/Vendor or any of its staff members currently barred from participation in any Federal or State funded health care program?

_____ **NO**, Contractor or any of its staff members is not currently barred from participation in any Federal or State funded health care program.

_____ **YES**, Contractor or any of its staff members is currently barred from participation in any Federal or State funded health care program. Describe the particulars on a separate page.

Date	Contractor or Vendor's Name	Contractor or Vendor's Signature
	Antonette Navarro, Executive Director	

Date	TCMHA Executive Official's Name	TCMHA Executive Official's Signature
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DISTRIBUTION:

COPIES: HR Representative, Contractor, Finance



**Tri-City Mental Health Authority
AGENDA REPORT**

DATE: October 21, 2020

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

SUBJECT: Approval of Resolution No. 557 Authorizing an Amendment to Fiscal Year 2020-21 Budget by Increasing Consulting Services in the Amount of \$85,000 and authorizing the Executive Director to Execute a 12-Month Agreement with Brand Purpose, LLC in the Amount of \$127,500

Summary:

Tri-City's Executive Director is seeking Governing Board approval to enter into a contract with Riverside-based marketing consultancy firm, Brand Purpose LLC (BPLLC), for the amount of \$127,500. BPLLC proposes to spend the next 12 months assisting Tri-City to affirm its role and insure its quick recognition as the local mental health authority; to insure Tri-City's stated mission and purpose are in alignment and relevant for the time and expressed needs of the three cities' region and its residents; and, to create workforce ownership in the values and operations of Tri-City which will further fuel the progress and ongoing success of the agency well into this new decade.

Background:

In life, the developmental phase of persons aged 60+ is characterized by reflection, reviewing of one's existence and planning for how to leave a legacy of sorts. As Tri-City proceeds through its 60th year, the Executive Team is looking to do just that for the agency, from an organizational perspective.

It has been 13 years since Tri-City Mental Health conducted its last comprehensive review of the organization's role and reputation in its three cities; evaluated the accuracy and relevance of its mission and vision statements; and put forth a framework to guide its next several years of operations. It was in 2007 that Tri-City spent nearly a year creating its "Planning for a New Day" report that signaled the re-launch of the organization following its reorganization after filing bankruptcy. At that time, the Mental Health Services Act was still in its infancy in California and Tri-City had not yet even begun to develop that branch of its organization.

Now, over a decade later, Tri-City has experienced significant growth and achieved strong fiscal stability. Moreover, as a result of research, as well as significant social, economic, and political changes; and now an unprecedented public health crisis, much has changed/is changing in the field and practice of public mental health. Finally, California is once again on the cusp of significant change in regards to its county behavioral health system.

Governing Board of Tri-City Mental Health Authority

Approval of Resolution No. 557 Authorizing an Amendment to Fiscal Year 2020-21 Budget by Increasing Consulting Services in the Amount of \$85,000 and authoring the Executive Director to Execute a 12-Month Contract with Brand Purpose, LLC in the Amount of \$127,500

October 21, 2020

Page 2

Over the next 5 years, the Department of Health Care Services (DHCS) CalAIM (California Advancing and Innovating Medi-Cal) Initiative and the State's upcoming renewal of its Medi-Caid waivers with the federal government will seek both payment and service delivery reforms. Although both the implementation of CalAIM and the waiver renewals are being postponed due to COVID-19 priorities, it is anticipated that within the next couple of years, the implementation of these proposed changes will begin. To insure Tri-City is best positioned and most ready for the changes to come, it is necessary for the organization to conduct another in-depth and comprehensive review of itself from the perspective of both its external and internal stakeholders.

Brand Purpose, LLC was co-founded by Jeremy Zimmerman, the former Executive Director of Marketing and Communications for the Riverside University Health System (RUHS). RUHS is the County of Riverside's public healthcare system, in which Riverside County Behavioral Health is a division. During his time at RUHS, Jeremy helped the 125 year old public system innovate and re-brand its presentation to its community in order to best meet the current times, while simultaneously fostering an organizational culture that sought to align its values, mission and purpose. Mr. Zimmerman's efforts were highly recommended by county behavioral health colleagues who were a part of that RUHS process.

Starting in January 2020, the Executive Director reached out to BPLLC to share ideas for how Tri-City could leverage its 60th anniversary in Fiscal Year 2020-21 as an opportunity to showcase the benefit to the three cities of having Tri-City Mental Health as its own joint-powers mental health authority. However, due to COVID-19, discussions were interrupted and preliminary thoughts about what to do were scrapped. But, the opportunity of how to leverage Tri-City's 60th year to insure its ongoing success as a unique entity within the State's county behavioral health system specifically created for Pomona, Claremont and La Verne remained a priority. Given all that is/has happened in the past 7 months, and in light of the many changes discussed above, Tri-City's Executive Team agreed that it was time for a renewed, and robust, engagement with Tri-City's partners, stakeholders and staff like the one that was done in 2007.

The attached proposal from BPLLC outlines a three-phase project in which consultants will assist Tri-City, its staff, and its community partners and stakeholders to reflect on Tri-City's role as the three cities' mental health authority and its standing and contribution within the cities; review the Agency's mission statement and create a purpose statement that is in alignment with it; and, to create a roadmap with specific metrics to guide operations for the next 3 to 5 years.

Fiscal Impact:

Tri-City will pay BPLLC a total of \$127,500.00 over a 12-month period to implement the proposed three phase plan.

Governing Board of Tri-City Mental Health Authority
Approval of Resolution No. 557 Authorizing an Amendment to Fiscal Year 2020-21 Budget by Increasing Consulting Services in the Amount of \$85,000 and authoring the Executive Director to Execute a 12-Month Contract with Brand Purpose, LLC in the Amount of \$127,500
October 21, 2020
Page 3

This project will be funded using 1991 Realignment funds as follows:

FY 2020-21: \$85,000

FY 2021-22: \$42,500

The fiscal year 2020-21 budget will effectively increase by \$85,000.00.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 557 approving the marketing Agreement with Brand Purpose, LLC; amending its Fiscal Year 2020-21 Budget by Increasing Consulting Services in the amount of \$85,000.00; and authoring the Executive Director to execute the Agreement.

Attachments

Attachment 8-A: Resolution No. 557 - DRAFT

Attachment 8-B: Agreement with Brand Purpose, LLC - DRAFT

RESOLUTION NO. 557

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING AN AMENDMENT TO FISCAL YEAR 2020-21 BUDGET BY INCREASING CONSULTING SERVICES IN THE AMOUNT OF \$85,000 AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A 12-MONTH AGREEMENT WITH BRAND PURPOSE, LLC IN THE AMOUNT OF \$127,500

The Governing Board of the Tri-City Mental Health Authority does resolve as follows:

1. Findings. The Governing Board hereby finds and declares the following:

A. Tri-City Mental Health Authority (“TCMHA” or “Authority”) desires to affirm its role and insure its quick recognition as the local mental health authority; to insure TCMHA’s stated mission and purpose are in alignment and relevant for the time and expressed needs of the three cities’ region and its residents as TCMHA enters its 60th year.

B. In 2007, TCMHA conducted its last comprehensive review of the organization’s role and reputation in its three cities; evaluated the accuracy and relevance of its mission and vision statements; and put forth a framework to guide its next several years of operations in its “Planning for a New Day” Report.

C. The Brand Purpose, LLC proposal outlines a three-phase project in which consultants will assist TCMHA staff, its community partners, and stakeholders to create a roadmap with specific metrics to guide operations for the next 3 to 5 years for discovering, defining and developing TCMHA brand to implement its mission for the next 10 years.

2. Action

The Authority’s Executive Director is authorized to enter into, and execute, a consulting services Agreement with Brand Purpose, LLC in the amount of \$127,500; and authorizes amending its Budget for Fiscal Year 2020-21 by increasing Consulting Services in the amount of \$85,000.00.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on October 21, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ROBIN CARDER, CHAIR

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

By: _____

By: _____



INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN THE

TRI-CITY MENTAL HEALTH AUTHORITY

AND

BRAND PURPOSE, LLC

DATED

November 1, 2020

ATTACHMENT 8-B

Section Page

1. Parties and Date. 1

2. Contractor. 1

3. Scope of Services. 1

4. Performance of Services. 1

5. Subcontractors. 2

6. Time and Location of Work. 2

7. Terms. 2

8. Termination. 2

 a. Written Notice. 2

 b. Breach. 2

 c. Non-payment. 2

 d. Effect of Termination. 2

9. Compensation. 3

10. Licenses. 3

11. Proprietary Information. 3

12. Audits. 3

13. Conflict of Interest. 4

14. General Terms and Conditions. 4

 a. Indemnity. 4

 b. Insurance. 4

 c. Non-Discrimination and Equal Employment Opportunity. 5

 d. Changes to the Agreement. 5

 e. Records. 5

 f. Contractor Attestation. 6

15. Representative and Notice. 6

 a. Tri-City’s Representative. 6

 b. Contractor’s Representative. 6

 c. Delivery of Notices. 6

16. Exhibits. 6

17. Entire Agreement. 7

18. Execution. 7

AGREEMENT

1. PARTIES AND DATE

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into as of the 1st day of November, 2020 (“Agreement Date”) by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711 (hereinafter “Tri-City”) and BRAND PURPOSE, LLC, a California limited liability company, with its principal place of business at 1865 Howe Avenue, Riverside CA 92506 (hereinafter “Contractor”). Tri-City and Contractor are sometimes individually referred to as a “Party” and collectively as “Parties.”

2. CONTRACTOR

The express intention of the parties is that Contractor is an independent contractor and not an employee, agent, joint venture or partner of Tri-City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between Contractor and Tri-City or any employee or agent of Contractor. At all times Contractor shall be an independent contractor and Contractor shall have no power to incur any debt, obligation, or liability on behalf of Tri-City without the express written consent of Tri-City. Neither Tri-City nor any of his agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. In executing this Agreement, Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of Tri-City.

3. SCOPE OF SERVICES

Contractor shall provide professional services for discovering, defining and developing Tri-City’s brand to implement its mission for the next 10 years, as set forth in Contractor’s Proposal for *Mission 2030: Building and Becoming the Model of Community Mental Health Leadership And Success*, incorporated into and made a part of this Agreement as ‘Exhibit A.’

4. PERFORMANCE OF SERVICES

Contractor reserves the sole right to control or direct the manner in which services are to be performed. Contractor shall retain the right to perform services for other entities during the term of this Agreement, so long as they are not competitive with the services to be performed under this Agreement. Contractor shall neither solicit remuneration nor accept any fees or commissions from any third party in connection with the Services provided to Tri-City under this Agreement without the expressed written permission of Tri-City. Contractor warrants that it is not a party to any other existing agreement which would prevent Contractor from entering into this Agreement or which would adversely affect Contractor’s ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement.

5. SUBCONTRACTORS

Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. TIME AND LOCATION OF WORK

Contractor shall perform the services required by this Agreement at any place or location and at any time as Contractor deems necessary and appropriate, so long as the services are provided within the manner outlined in 'Exhibit A'.

7. TERMS

The services and/or materials furnished under this Agreement shall commence November 1, 2020 and shall be and remain in full force and effect until October 31, 2020 or the completion of the services are confirmed completed, whichever comes first, unless terminated in accordance with the provisions of Section 8 below.

8. TERMINATION. This Agreement may be terminated only as follows:

a. Written Notice. Either party may terminate this Agreement at any time, without cause, upon thirty (30) calendar days' prior written notice to the other party. Contractor agrees to cooperate fully in any such transition, including the transfer of records and/or work performed.

b. Breach. Tri-City, in its sole discretion, may terminate this Agreement "for cause" effective upon written notice to Contractor if Contractor has committed a material default under, or a breach of, this Agreement or has committed an act of gross misconduct. Contractor's failure to complete the therapeutic garden design services on a timely basis shall constitute a material breach of this Agreement. For the purposes of this Agreement, the term "act of gross misconduct" shall mean the commission of any theft offense, misappropriation of funds, dishonest or fraudulent conduct, or any violation of any of the provisions under this Agreement.

c. Non-payment. Contractor, in its sole discretion, may terminate this Agreement effective upon written notice to Tri-City if Tri-City fails to pay the Compensation as defined in Section 9 (other than amounts which are subject to a good faith dispute between the parties) to Contractor within thirty (30) calendar days of the applicable payment's due date.

d. Effect of Termination. No termination of this Agreement shall affect or impair Contractor's right to receive compensation earned for work satisfactorily completed through the effective date of termination. In the event of termination, Contractor shall immediately deliver all written work product to Tri-City, which work product shall be consistent with all progress payments made to the date of termination.

9. COMPENSATION. For the full performance of this Agreement:

Tri-City shall pay Contractor an amount not to exceed amount as stated in 'Exhibit A'. Payment will be made within thirty (30) days following receipt of invoices and completion/delivery of services/goods as detailed in Section 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional/industry standards for the area in which Contractor operates. Tri-City is not responsible for paying for any work done by Contractor or any subcontractor above and beyond the amount listed in the Contractor's Proposal, incorporated herein as 'Exhibit A'; unless agreed upon in writing by Tri-City's Executive Director.

a. Contractor is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. Tri-City will not accept or compensate Contractor for incomplete goods/services.

b. Contractor acknowledges and agrees that, as an independent contractor, the Contractor will be responsible for paying all required state and federal income taxes, social security contributions, and other mandatory taxes and contributions. Tri-City shall neither withhold any amounts from the Compensation for such taxes, nor pay such taxes on Contractor's behalf, nor reimburse for any of Contractor's costs or expenses to deliver any services/goods including, without limitation, all fees, fines, licenses, bonds, or taxes required of or imposed upon Contractor. Tri-City shall not be responsible for any interest or late charges on any payments from Tri-City to Contractor.

10. LICENSES

Contractor declares that Contractor has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business.

11. PROPRIETARY INFORMATION

The Contractor agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning Tri-City's business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of Tri-City. The Contractor will not disclose any Proprietary Information to any person or entity, other than persons who have a need to know about such information in order for Contractor to render services to Tri-City and employees of Tri-City, without written approval by Executive Director of Tri-City, either during or after its engagement with Tri-City, unless and until such Proprietary Information has become public knowledge without fault by the Contractor. Contractor shall also be bound by all the requirements of HIPAA.

12. AUDITS

The Contractor shall maintain accounts and records, including all working papers, personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by Tri-City to assure proper accounting for all project funds, both Federal and non-Federal shares.

These records must be made available for audit purposes to Tri-City or any authorized representative, and must be retained, at the Contractor's expense, for a minimum of seven (7) years, unless the firm is notified in writing by Tri-City of the need to extend the retention period.

13. CONFLICT OF INTEREST

Contractor hereby certify that to the best of their knowledge or belief, no elected/appointed official or employee of Tri-City is financially interested, directly or indirectly, in the provision of goods/services specified in this Agreement. Furthermore, Contractor represents and warrants to Tri-City that it has not employed or retained any person or company employed by the Tri-City to solicit or secure the award of this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of the Agreement.

14. GENERAL TERMS AND CONDITIONS.

a. Indemnity. Contractor agrees to indemnify, defend and hold harmless Tri-City, its officers, agents and employees from any and all demands, claims or liability of personal injury (including death) and property damage of any nature, caused by or arising out of the performance of Contractor under this Agreement. With regard to Contractor's work product, Contractor agrees to indemnify, defend and hold harmless Tri-City, its officers, agents and employees from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of Contractor under this Agreement.

b. Insurance. Contractor shall obtain and file with Tri-City, at its expense, a certificate of insurance before commencing any services under this Agreement as follows:

- i. Workers Compensation Insurance:** Minimum statutory limits.
- ii. Commercial General Liability And Property Damage Insurance:** General Liability and Property Damage Combined. \$2,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be not less than two (2) times the occurrence limit.
- iii. Automobile Insurance:** \$1,000,000.00 per occurrence.
- iv. Errors And Omissions Insurance:** \$1,000,000.00 per occurrence.
- v. Notice Of Cancellation:** The Tri-City requires 10 days written notice of cancellation.
- vi. Certificate Of Insurance:** Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance by an insurer licensed to do business in California, satisfactory to Tri-City, and it shall name "Tri-City Mental Health Authority, its elective and appointed officers, employees, volunteers, and contractors who serve as Tri-City officers, officials, or staff" as additional insureds. All coverage for subcontractors shall be subject to all of the requirements stated herein. All subcontractors shall be protected against risk of loss by maintaining insurance in the categories and the limits required herein. Subcontractors shall name Tri-City and Contractor as additional insured.

vii. To prevent delay and ensure compliance with this Agreement, the insurance certificates and endorsements must be submitted to:

Tri-City Mental Health Authority
Attn: JPA Administrator/Clerk
1717 N. Indian Hill Boulevard, #B
Claremont, CA 91711-2788

c. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental disability, medical condition, sexual orientation or gender identity. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, sexual orientation or gender identity.

d. Changes to the Agreement. This Agreement shall not be assigned or transferred without advance written consent of Tri-City. No changes or variations of any kind are authorized without the written consent of the Executive Director. This Agreement may only be amended by a written instrument signed by both parties. The Contractor agrees that any written change or changes in compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement and shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services.

e. Records. All reports, data, maps, models, charts, studies, surveys, calculations, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that are prepared or obtained pursuant to this Agreement and that relate to the matters covered hereunder shall be and remain the property of Tri-City. Contractor will be responsible for and maintain such records during the term of this Agreement. Contractor hereby agrees to deliver those documents to Tri-City at any time upon demand of Tri-City. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Tri-City and are not necessarily suitable for any future or other use. Failure by Contractor to deliver these documents to Tri-City within a reasonable time period or as specified by Tri-City shall be a material breach of this Agreement. Tri-City and Contractor agree that until final approval by Tri-City, all data, reports and other documents are preliminary drafts not kept by Tri-City in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties. All work products submitted to Tri-City pursuant to this Agreement shall be deemed a "work for hire." Upon submission of any work for hire pursuant to this Agreement, and acceptance by Tri-City as complete, non-exclusive title to copyright of said work for hire shall transfer to Tri-City. The compensation recited in Section 9 shall be deemed to be sufficient consideration for said transfer of copyright. Contractor retains the right to use any project records, documents and materials for marketing of their professional services.

f. Contractor Attestation. Also in accordance with Tri-City’s policies and procedures, Tri-City will not enter into contracts with individuals, or entities, or owners, officers, partners, directors, or other principals of entities, who have been convicted recently of a criminal offense related to health care or who are debarred, excluded or otherwise precluded from providing goods or services under Federal health care programs, or who are debarred, suspended, ineligible, or voluntarily suspended from securing Federally funded contracts. Tri-City requires that Contractor certifies that no staff member, officer, director, partner, or principal, or sub-contractor is excluded from any Federal health care program, or federally funded contract and will sign attached *Contractor’s Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program*, incorporated herein as ‘Exhibit B’.

15. REPRESENTATIVE AND NOTICE.

a. Tri-City’s Representative. Tri-City hereby designates its Executive Director to act as its representative for the performance of this Agreement (“Tri-City’s Representative”). Tri-City’s Representative shall have the power to act on behalf of Tri-City for all purposes under this Agreement.

b. Contractor’s Representative. Contractor warrants that the individual who has signed the Agreement has the legal power, right, and authority to make this Agreement and to act on behalf of Contractor for all purposes under this Agreement.

c. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

If to Contractor: BRAND PURPOSE, LLC
Attn: Owner
1865 Howe Avenue
Riverside CA 92506

If to Tri-City: TRI-CITY MENTAL HEALTH AUTHORITY
Attn: Executive Director
1717 N. Indian Hill Boulevard, Suite B
Claremont, CA 91711-2788

Any notices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving Party’s regular business hours or by facsimile before or during receiving Party’s regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provision of this Section. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

16. EXHIBITS.

The following attached exhibits are hereby incorporated into and made a part of this Agreement:

- Exhibit A: Brand Purpose Proposal For Mission 2030: Building and Becoming the Model of Community Mental Health Leadership And Success
- Exhibit B: Contractor’s Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

17. ENTIRE AGREEMENT.

This Agreement shall become effective upon its approval and execution by Tri-City. This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits. This Agreement supersedes all prior agreements, written or oral, between the Contractor and Tri-City relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Contractor and Tri-City. The validity or unenforceability of any provision of this Agreement declared by a valid judgment or decree of a court of competent jurisdiction, shall not affect the validity or enforceability of any other provision of this Agreement. No delay or omission by Tri-City in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by Tri-City on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion or a waiver of any other condition of performance under this Agreement.

18. EXECUTION.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

TRI-CITY MENTAL HEALTH AUTHORITY

BRAND PURPOSE, LLC
Contractor

By: _____
Antonette Navarro, Executive Director

By: _____
Jeremy Zimmerman, Owner

Attest:

By: _____
Micaela P. Olmos,
JPA Administrator/Clerk

Approved as to Form and Content:
DAROLD D. PIEPER, ATTORNEY AT LAW

By: _____
Darold D. Pieper, General Counsel

EXHIBIT A

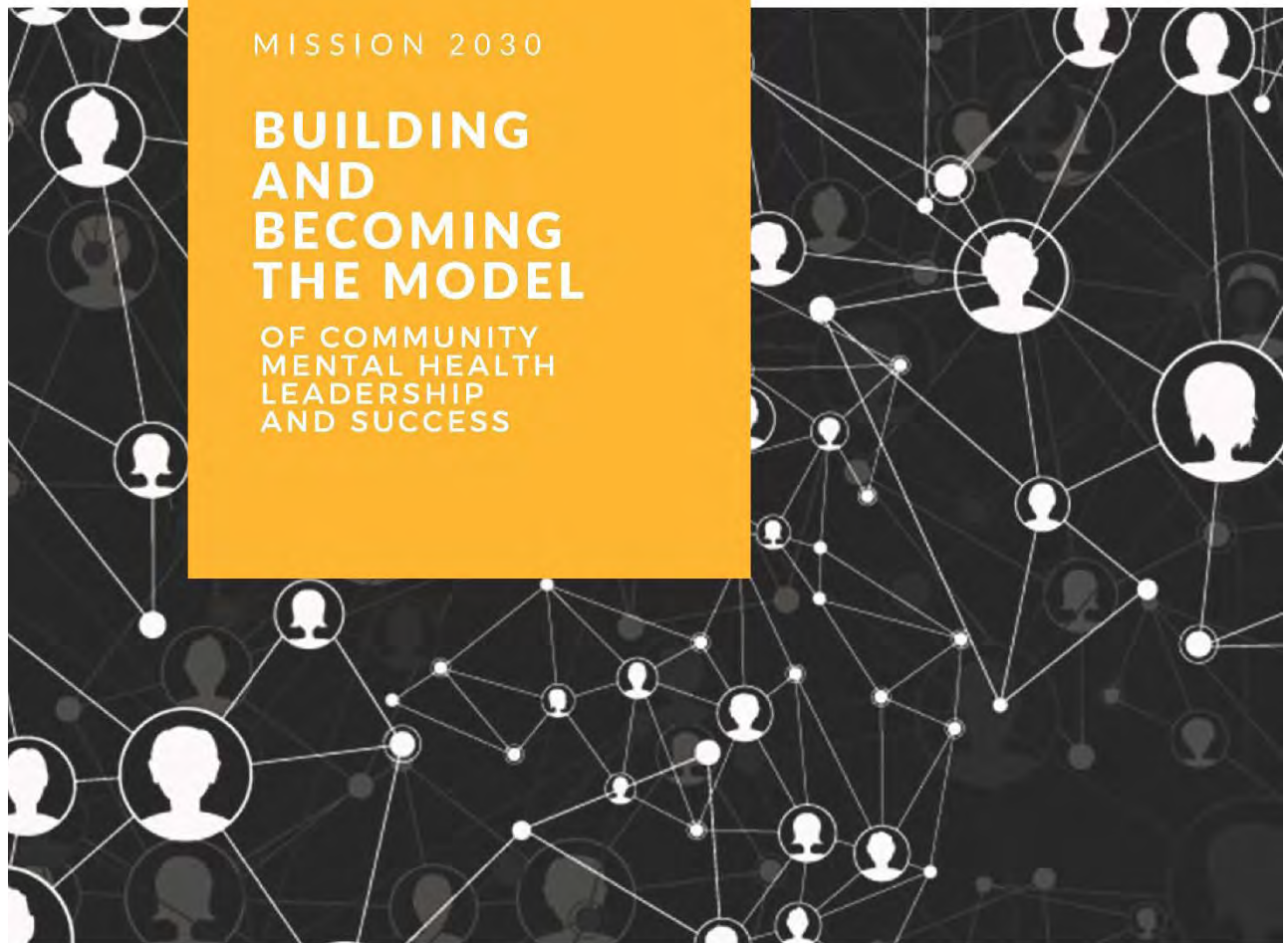
PREPARED FOR
**TRI-CITY
MENTAL HEALTH**



MISSION 2030

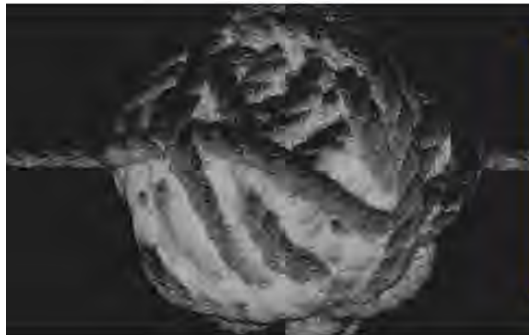
**BUILDING
AND
BECOMING
THE MODEL**

OF COMMUNITY
MENTAL HEALTH
LEADERSHIP
AND SUCCESS



WE MAKE BUSINESS PERSONAL BY CONNECTING BRANDS TO PURPOSE

UNTANGLING THE KNOT



... the opportunity for TCMH and its partners to serve as a model for other regions to emulate as they seek to untangle the Gordian knot of community mental health.

Sixty years of operation in service to the cities of Claremont, La Verne and Pomona evidence both the relevance of and need for the services Tri-City Mental Health (TCMH) provides. Chronological milestones such as these provide opportunities for reflection and rejuvenation that themselves serve as springboards for renewed commitment and progress.

Exercises such as these sometimes inflate the intensity of the need that prompts them. In this case, we can state with absolute conviction that the need for the services TCMH provides has never been greater. Possibly more consequential is the opportunity for TCMH and its partners to serve as a model for other regions to emulate as they seek to untangle the Gordian knot of community mental health.

Since its last reflection exercise after emerging from bankruptcy in 2007, the environment in which TCMH serves has changed to varying levels in all variables: demographically, economically, socially, technologically and politically.

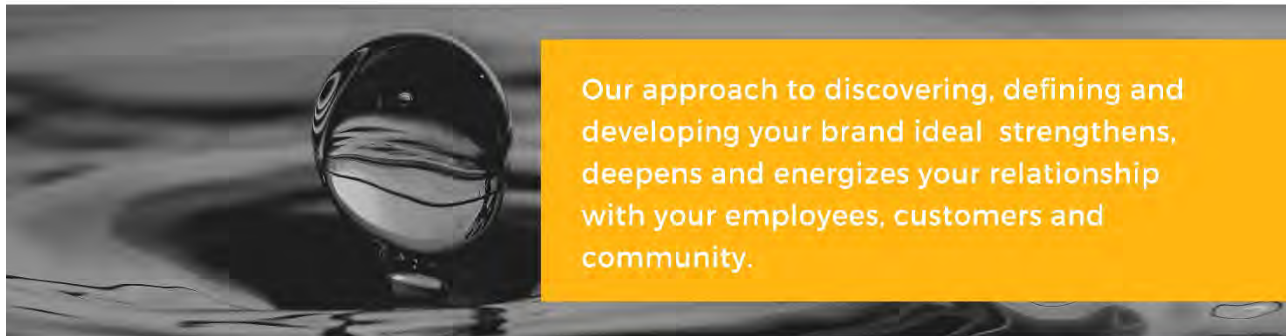
Unlike 2007, when the prompt was the need to chart a course out of a crater, TCMH now surveys the terrain on the firm footing of more than a decade of success in service of its community. But past success does not ensure future success ... particularly when the present is a maelstrom of competing priorities: homelessness, suicide, racial and political hostilities, opioid epidemic, cultural collisions and the technological changes obsoleting entire categories of workers.

At the heart of all of these many crises is mental health. If we get mental health right, everything else we do works better. If not, the rest of our interventions will find themselves somewhere along the futility spectrum.

Similarly, **if we position TCMH strategically, it can serve as a force multiplier to all of the other initiatives that are trying to solve these complicated and persistent problems.** In so doing, enable us to thrive ... and not just TCMH but the communities of Claremont, La Verne and Pomona it serves.

WHY

BRAND PURPOSE



Brand Purpose believes each human encounter is most usefully understood as an argument in favor of an exchange of value between the participants. In that light, we are all marketers and we are all consumers. To succeed, the marketer must exert effort to understand what the consumer wants and to make a compelling case for why the consumers should agree to an exchange.

The Brand Purpose approach will guide TCMH through a market-oriented process that will harvest insights about their various “consumer” audiences as well as about the aspirations and capacities than position TCMH to offer a unique and meaningful value.

The process will not only align and energize the organization, it will enable TCMH to present a clear, cohesive and compelling argument to its external audiences ... an argument that will inspire confidence in the minds and hearts of the people TCMH needs in order to achieve its goals and its purpose.



[Learn more about **our process**](#)



[Learn more about **our people**](#)



[Learn more about **our successes**](#)



OUR PLAN'S RATIONALE



The logic that underlies this plan's design is distilled in the following sequence of principles:

- Human creativity, compassion and commitment are immeasurable when informed and energized by a sense of purpose.
- An overwhelming majority of people measure their progress in fulfilling their potential as a function of making a positive contribution to other people's lives.
- Groups of people are most effective when they are focused on and inspired by a unifying, compelling sense of purpose.
- Energized and aligned employees create the delighted and loyal customers, partners and influencers whose positive word-of-mouth serve as the most potent and most cost-effective form of promotion and growth.

The Brand Purpose approach will guide TCMH through a detailed step-by-step process through each of the plan's three phases.

The intention is to inculcate the organization's culture with a self-perpetuating capacity that will guide and fuel growth without need for external intervention for the next three to five years.



HOW WE WILL MEASURE SUCCESS

GOALS



Setting SMART (Specific, Measurable, Achievable, Relevant and Time-based) goals at the outset of an undertaking such as this is essential to prioritizing the allocation of our resources and to determining if the effort has succeeded. Brand Purpose will work with TCMH leadership to define the plan's goals and then determine measurable variables.

The following are proposed goals based on conversations TCMH and Brand Purpose have had over the last nine months. The first three goals will be the focus of the plan's first two phases while the second five goals will be the focus on the plan's third phase.

- Increase organizational alignment and engagement with TCHM's refreshed mission/purpose and values.
- Increase awareness of TCMH and its services in the Tri-City region it serves.
- Establish a simple Net Promoter Score (NPS) customer delight system and then establish a benchmark for future reference.
- Increase number of referrals to TCMH's child and family services; success here trickles down to improved outcomes in the near- and long-terms.
- Increase consumer engagement with our promotional efforts i.e. website and social media initiatives.
- Increase consumption of TCMH's preventative/wellness center services.
- Increase use of after-hours supplemental crisis programs.
- Increase participation in MHSA programs.



STEPPING THROUGH THE PROCESS



The path for TCMH and Brand Purpose to arrive at their shared destination will consist of three phases with each phase leveraging the value of the results from the previous phase. TCMH and Brand Purpose will evaluate the progress of each phase as it nears completion to ensure plans for subsequent phases take into account altered or new internal or external variables.

I. Digging Down

Just as you would not erect a structure on an untested foundation, we start our building process by surveying the terrain. In this case, surveying means engaging the constellation of agencies, institutions and non-profits whose operations and influence converge on the community TCMH serves. Collecting information from these collaborators not only ensures the relevance of the next phases but will also recruit these organizations to help TCMH fulfill its goals.

II. Building Up

“House” in this context refers to the brand, the principles and the culture that supports it as well as the messages it propagates to its external audiences. These ideals will inform and inspire TCMH operations for the foreseeable future conferring the effectiveness and efficiency that arise from focus.

III. Reaching Out

Having derived and anchored our purpose and principles in the context of our environment and its aspirations, we will be ready to begin communicating our rejuvenated and recalibrated purpose and principles to our partners, influencers and, most importantly, clients and patients. The result will be increased confidence in TCMH’s role and services which will prompt referrals and advocacy.



See **Appendix A** for panoramic view



PHASE I

DIGGING DOWN



Our approach improves on the typical survey methodology that captures insights in isolation in that it enables the "whole system" to engage with each other to identify novel insights and action plans.

The three goals of Phase One are:

1. Define and validate TCMH's role as the region's mental health leader.
2. Discover and prioritize the region's current and anticipated mental health needs.
3. (Re)establish lines of communication and collaboration with the constellation of organizations who influence mental health policy and funding in the Tri-City region.

The strategy that we will use to achieve these goals is the organization and hosting of a highly-collaborative two-day work session to which we will invite decision-makers from the 30 to 40 groups referenced above. The act of engaging these key community influencers and subject matter experts will serve to achieve goals one and three while the exercise itself will accomplish goal two.

Our approach improves on the typical survey methodology that captures insights in isolation in that it brings the "whole system in the room" i.e. it enables influencers to engage with each other to identify novel insights and action plans.

Brand Purpose will provide the following services and deliverables in the course of completing Phase One:

- Design and delivery of electronic invitations; telephone follow-up with each to confirm participation. TCMH executive team to play a role supporting recruiting effort as able.
- Planning of two-day (likely two consecutive Fridays) "future search" event and preparation of pre-event and event participant materials (slides, worksheets, pens, markers, etc.) The success of these events is in large part a function of this step.
- Leading event activities including guiding small and large group collaboration, recording insights, action items and outcomes.
- Post-event report (in PDF format) and highlights video (3:00 to 5:00) to share with all participants. These post event communications could promote the next event to which this group would be invited as a means to further advance this phase's purposes.

PHASE II

BUILDING UP



The goal is to leverage the insights gathered from Phase One and the value of TCMH's 60th anniversary by redefining the mission, purpose, values and messaging that will guide TCMH for the next decade.

The goal of phase two is to leverage the benefit of the insights gathered from phase one AND the symbolic value of TCMH's 60th anniversary by redefining the mission, purpose, values and messaging that will guide its operations for the next decade. This coupling ensures that the results of phase two will be securely anchored in reality and will find relevance and resonance in the community.

The strategy we will use to achieve our phase two goal is Brand Purpose's purpose-based branding process. Similar to phase one's approach of distributing participation in the process as a means of distributing ownership in the outcome, the Brand Purpose approach engages the entirety of the TCMH organization in a process of discovery. This process results in the definition of its essential purpose and the principles that enable it to accomplish this purpose.

The Brand Purpose process typically unfolds in four sequential stages:

1. Discovery
2. Definition
3. Development
4. Deployment



[Watch "The Brand Purpose Overview"](#)

Because the **Deployment Stage** focuses on promoting the organization to external audiences, we will separate it as a third phase so that we can concentrate our resources on the first three, internally-facing steps.

The **Discovery Stage** engages the organization in an exploration of how the firm adds value to its clients' lives and how creating value serves as a motivation to contribute to the cause. It consists of one-on-one interviews with key leaders as well as focus groups of workers from across the organization.



PHASE II

BUILDING UP community

The number of meetings and groups is based on the total employee population and the organization's cultural cohesiveness and health. What we are trying to do here is recruit a core of champions who represent their tribes and who will advocate for the process in those tribes.

The TCMH organization comprises five locations and more than 200 employees. Given the number of locations and distribution of employees across those locations, Brand Purpose estimates seven two-hour focus groups will be required. These group interviews are planned to be conducted at TCMH facilities during normal operating hours. In addition, an estimated 15 to 20 one-hour one-on-one interviews with key executives, governing board members and, if possible, clients that represent key audience segments will be conducted.

This approach ensures that the ideas and messages that emerge from the process are an authentic expression of the organization's commitment to customer delight and that the ideal will be sustainably supported by the culture.

On a parallel track to interviews and groups, Brand Purpose will survey TCMH's historical archives to glean guiding principles, commitments and achievements that will serve to anchor its forward-leaning posture to its past. That anchor will serve as a source of organizational stability and spirit because **employees and partners will appreciate how TCMH's posture toward the future is established upon its founding charter and historical achievements.**

The third element of the Discovery Stage is the establishment of quantitative benchmarks we will use to measure progress going forward. Brand Purpose will electronically survey the TCMH organization to establish clarity and alignment with TCMH's mission. If possible, we will survey TCMH's partner organizations to set perception benchmarks for them as well.

The deliverable for the Discovery Stage is a report summarizing the quantitative and qualitative insights gleaned during the interviews, groups and surveys.

The second step is the **Definition Stage.**

Information and insight collected during the Discovery Stage are synthesized along with customer and competitor research as we move into the Definition Stage.

The products of the Definition Stage include:

1. Purpose statement

The purpose statement articulates unique and compelling commitment to customer value. The purpose statement explains in clear and compelling terms the organization's "why." Think of the purpose statement as the organization's philosophical manifesto.

Whereas a mission statement explains what we do, a purpose statement explains why we do what we do.



[Watch "What do we mean by 'purpose?'"](#)

PHASE II

BUILDING UP continued

2. Brand ideal

A brand ideal is a distilled form of the purpose statement that is easy to remember, recall and share ... for our purposes, we can consider a brand ideal synonymous with a slogan, tagline or organizational rally cry.

3. Brand values

Brand values are the commitments that ensure consistent expression of the brand ideal ... they form the bridge between “what” we do (mission) and “why” we do it (purpose.) In that sense, values answer the question, “How do we fulfill our purpose?” (view example) Like the purpose statement and brand ideal, brand values are unique to the organization and speak in the organization's voice. **They are not the generic and therefore not differentiating values like the respect and excellence values to clutter the walls of many organizations.**

Concepts for each of these elements are shared and tested, usually in meetings and online surveys, to highlight strengths and weaknesses as well as to continue to foster ownership in the process. Concepts are revised, re-tested through multiple iterations though usually three rounds is sufficient to distill out the flaws and concentrate the winning concepts and their presentation.



[Watch a past brand concept reveal event](#)

At Brand Purpose, we typically package these concepts graphically to make the ideas easier to understand and appreciate. Graphic elements include fonts, colors and images that serve to clarify and amplify the meaning of the ideas.

Once a winning idea has been chosen ... usually the refined concept that polls best and that is then approved by executive decision-makers ... we move to the third phase: the **Development Phase**.

The goal of the Development Phase is the internalization of the purpose statement, ideal and values in to the organization's culture. This is accomplished through a combination of tactics including:

- Unveiling and introduction events
- New TCMH brand video (watch example one and example two)
- Environmental messaging (view example one and example two)
- HR training and recognition systems (*because you get more of what you reward*)



What does a brand video look like?
Watch [Example One](#) [Example Two](#)



View environmental messaging
[Example One](#) [Example Two](#)



PHASE II

BUILDING UP *continued*

The world's strongest brands excel at internal communication. We follow that example in this phase as we promote these new ideas and ideals to our internal customers (our employees) based on the premise that if they embrace and express the message, then so will our external customers. Engaging the human resources or talent function is essential to operationalize these new culture-building and -shaping efforts.

One of the many positive effects of these efforts is the standardization of an elevated level of collaboration and service across the organization. The NPS measurement system we developed and deployed earlier in the process will give us the ability to measure this effect, commend service excellence and correct service deficiencies.

In approximate terms, the Discovery Stage will likely require one month to complete, the Definition Stage will require two months, and the Development Stage will require two to three months. The stages are executed in sequential order so that total approximated time to complete Phase Two will be six months.



PHASE III

REACHING OUT



The goal is to make experiences with TCMH consistent with its new brand ideals ... these experiences will serve as validators further boosting public confidence in the organization and its partners.

If we view the entire process as getting our “house” ready for a party, Phase Three is when we send out the invitations. Phase Three activities can generally be grouped into three categories: 1) Systems and Automation, 2) Tools and 3) Promotion

“Systems and Automation” activities will operationalize the brand concept principles from Phase Two. This will involve changing or adding systems that enable behavior and communication that support these new ideals as well as monitor TCMH’s progress in expressing them in each and every consumer engagement. These systems will introduce automations that will make TCMH more effective while more efficient simultaneously. HubSpot is one such system that Brand Purpose may recommend to serve as the backbone of its customer communications and data mining efforts.

The goal is to make experiences with TCMH consistent with its new brand purpose and principles. Each of these experiences will serve to validate TCMH’s new ideals which will further boost public confidence in the organization and its partners.

The other portion of Phase Three is the fourth step of the Brand Purpose process:

The **Deployment Stage**.

The Deployment Stage provides the “Tools” TCMH offices and representatives will need to propagate messages about itself and its services. This will involve auditing all of TCMH’s current printed and electronic communications and updating or replacing as needed. These tools will include the TCMH website, social media profiles, business cards, stationery, brochures, flyers, advertising specialities and signage as well as new opportunities like screen savers and voice mail greetings.

“Promotions” are the external advertising Brand Purpose will recommend, design and deploy to re-introduce TCMH to the community.

We will look for no- or low-cost options before recommending paid media advertising.

These options will include cooperative advertising ventures with TCMH partners such as social posts, emails to their members, posters in their facilities, etc.

PHASE III

REACHING OUT continued

Building on those options, Brand Purpose will recommend paid advertising options that align with the profile attributes and media consumption preferences of TCMH's audiences in order of priority. These options could include paid ads and boosted posts on Facebook or Instagram and/or paid Snapchat or Pinterest stories. We could then explore traditional media options that are very effective at long-term brand building and reinforcement.

Phase Three will require approximately three months to complete and could be extended as needed should further creative production and management be needed to maintain momentum. Phase Three deliverables include: 1) research, 2) recommendations as well as the 3) plans and graphic assets needed for implementation. These assets could include graphic standards, new stationery design, online ads and social media images, flyer and brochure templates and branded apparel art.



What are graphic standards?

[View an example.](#)



THE CHRONOLOGICAL INVESTMENT

Phase	Activity	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
I	Plan, prepare and invite to search events	■	■										
	Host search events		■										
	Search report + video produced and presented; shared with participants			■									
II	DISCOVERY groups and interviews				■								
	DISCOVERY research and benchmarks				■								
	DISCOVERY report produced and presented				■								
	DEFINITION concepts developed and tested					■	■						
	DEFINITION concepts approved and revealed						■						
	DEVELOPMENT brand video, HR systems, messaging						■	■					
III	DEPLOYMENT systems audit and recommendation								■	■			
	DEPLOYMENT communications audit and update									■	■		
	DEPLOYMENT external communications plan and execution										■	■	■



THE FINANCIAL INVESTMENT

Investment Overview

Phase One	\$40,000
Phase Two	\$70,000
Phase Three	\$40,000

What is included

All of Brand Purpose's services including planning, communicating (including in-person or online meetings), implementing and reporting as well as facilitating the meetings and focus groups necessary to complete Phases One and Two.

Also included are the graphic design and video production services necessary to complete the deliverables specified in Phases One and Two. Copywriting and design services needed to populate the automation system deployed in Phase Three (ex. email and text messages, art for banners, screen savers, etc.) are included.

Brand Purpose will provide the online survey system necessary to conduct research that is part of Phases One and Two. Brand Purpose will also provide the workshop materials necessary for Phase One's meetings.

What is not included

Software licensing, meeting place rental, catering, printing and media placement costs are not included. Those fees will be negotiated and approved by TCMH before being encumbered and will be charged directly to TCMH as accrued.

Payment Options

1. TCMH pays 50 percent of each phase's fee at the beginning of the phase and the remainder at the end of the phase.
2. TCMH receives a 15 percent discount by committing to all three phases and divides total into twelve (12) monthly payments. TCMH saves \$22,500.



APPENDIX A

PLAN OVERVIEW

We use the analogy of building a house to make clear the contribution of each phase to achievement of the plan's overall goals.



Phase I: Digging Down

External audience engagement, research and alignment



Phase II: Building Up

Internal audience engagement, research and alignment

- *Stage One - Discovery*
- *Stage Two - Definition*
- *Stage Three - Development*



Phase III: Reaching Out

Internal preparation for external promotion

- *Stage Four - Deployment*
 - *Systems and Automation*
 - *Tools*
 - *Promotion*



EXHIBIT B



CONTRACTOR'S ATTESTATION THAT IT NOR ANY OF ITS STAFF MEMBERS IS RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM

BRAND PURPOSE, LLC

Contractor's Name	Last	First
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Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded, or suspended from providing goods or services under any health care program funded by the Federal or State Government, directly or indirectly, in whole or in part, and the Contractor will notify the Tri-City Mental Health Authority (TCMHA) within thirty (30) days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a Federal or State funded health care program; and 2) any exclusionary action taken by any agency of the Federal or State Government against Contractor or one or more staff members barring it or the staff members from participation in a Federal or State funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold TCMHA harmless against any and all loss or damage Contractor may suffer arising from the Federal or State exclusion or suspension of Contractor or its staff members from such participation in a Federal or State funded health care program.

Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which TCMHA may immediately terminate or suspend this Agreement.

Is Contractor/Proposer/Vendor or any of its staff members currently barred from participation in any Federal or State funded health care program?

_____ **NO**, Contractor or any of its staff members is not currently barred from participation in any Federal or State funded health care program.

_____ **YES**, Contractor or any of its staff members is currently barred from participation in any Federal or State funded health care program. Describe the particulars on a separate page.

Jeremy Zimmerman, Owner

Date	Contractor or Vendor's Name	Contractor or Vendor's Signature
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Antonette Navarro, Executive Director

Date	TCMHA Executive Official's Name	TCMHA Executive Official's Signature
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**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: October 21, 2020
TO: Governing Board of Tri-City Mental Health Authority
FROM: Toni Navarro, LMFT, Executive Director
SUBJECT: Executive Director's Monthly Report

COVID-19 OPERATIONS UPDATE

Modified operations remain in place. While the majority of direct client/participant services continue via telehealth, staff in various programs such as the Therapeutic Community Garden and all clinical programs are doing well protected sessions in the office/garden and conducting home visits as needed. Results from the Tri-City clients' and participants' survey indicate that overall clients and their family members are pleased with their telehealth services and perceive their care to be as good and/or progressing as well as it was prior to the COVID-19 changes. In her report this month, the Chief Compliance Officer shares more details from this survey of approximately 250 respondents.

From the Tri-City staff survey presented last month, the top answers given to the inquiry about what is needed in order for staff to feel comfortable to come back to work in the office were: having plenty of PPE; and, the ability to have safe distancing and protective barriers within offices. Over the past month and currently, Tri-City's facilities' staff are coordinating office preparations and safety preparations with agency management as more staff return (on staggered schedules) to the office one or two days a week. Facilities' staff have secured a variety of plexiglass barrier options to meet staff and client needs, have a consistent and frequent cleaning/disinfectant schedule at each site and for the agency's transportation fleet, and have secured a significant stockpile of PPE, hand sanitizer, and disinfectant supplies.

Overall, the Executive Team is staying abreast of county and state updates on the guidelines and requirements for preparing work environments and the workforce to return to work and in-person services. Updates are communicated via weekly staff meetings, email blasts, and a monthly Executive Access Hour meeting hosted on the agency's video platform where all staff are also encouraged to bring and ask questions, as well as to share information and 'success stories' about themselves, their colleagues and/or their clients.

NEW STATE LEGISLATION SUPPORTING BEHAVIORAL HEALTH

In finalizing California's Budget package for 2020-21 on October 1st, Governor Newsom approved a number of Senate Bills that have implications for California's county behavioral health field and its consumers.

Mental Health Commission of Tri-City Mental Health
Monthly Staff Report of Toni Navarro
October 21, 2020
Page 2

Attached to this report is a comprehensive presentation created by the California Behavioral Health Directors' Association (CBHDA) for Directors Directors to share with their Boards and Commissions.

In addition to bills clarifying and elevating the value and importance of the full integration and attention to physical, mental health and substance use disorder, one bill in particular seeks to transform behavioral health care service delivery in California. Senate Bill 803 (SB 803) is titled Mental Health Services: Peer Support Services Certification. Forty-four (44) other states have long since established peer services certification and utilize a well-established Medi-Caid billing code to leverage these speciality services and further supplement funding to create more opportunities to serve individuals and families challenged by experiencing a mental health condition.

TRI-CITY TO BEGIN J.E.D.I. TRAINING

J.E.D.I., as in Justice, Equity, Diversity and Inclusion. As part of Tri-City's requirement to conduct annual all agency cultural competency trainings and the Agency's ongoing commitment to address the issues of health disparities, racial equity, and social justice, Tri-City is contracting this year with Dr. Allen Lipscomb. He is a clinician, researcher and author, as well as a professor and podcast host at Cal State University Northridge. Dr. Lipscomb specializes in providing anti-oppressive and inclusive mental health services to individuals, children, youth and families of color. His research, teaching, podcast, and trainings focus on issues of racial trauma and healing, as well as the promotion of diversity, inclusion, equity, and anti-racist practices and policies within public agencies and non-profit community-based organizations. He has worked in collaboration with Alhambra Unified School District; Los Angeles County Department of Children and Family Services; Los Angeles County Department of Mental Health; Los Angeles County Department of Probation; Los Angeles Unified School District and California Community Care Licensing.

Dr. Lipscomb completed a certification in the Justice, Equity, Diversity and Inclusion Program at Cornell University, whose graduates Cornell refers to as their version of "J.E.D.I.". Certainly, with such serious and emotionally evocative content as is expected with any effective cultural competence/cultural humility/cultural intelligence training and discourse, levity is appreciated and helps to keep minds open. Dr. Lipscomb will provide a series of all agency trainings and follow up discussion sessions on the topics of implicit bias, anti-racism, equity and inclusion in regards to both direct work with clients and in the workplace generally. Additionally, clinical programs' leadership has requested he provide consultation around engaging and effectively working with individuals and families from communities of color.

HUMAN RESOURCES

Staffing – Month Ending September 2020

**Mental Health Commission of Tri-City Mental Health
Monthly Staff Report of Toni Navarro
October 21, 2020
Page 3**

- Total Staff is 190 full-time and 18 part-time plus 22 full time vacancies and 2 part time vacancies for a total of 222 total positions.
- There were 2 new hires in September.
- There were 1 term in September.

Workforce Demographics September 2020

- American Indian or Alaska Native = 0.48%
- Asian = 8.17%
- Black or African American = 9.62%
- Hispanic or Latino = 54.33%
- Native Hawaiian or Other Pacific Islander = 0.48%
- Other = 9.62%
- 2 or more races = 0.96%
- White or Caucasian = 16.35%

Posted Positions in September 2020:

- Chief Clinical Officer (1 FTE)
- Clinical Supervisor I Wellness Center (1 FTE)
- Clinical Supervisor I School Partnership (1 FTE)
- Clinical Supervisor I COP (1 FTE)
- Clinical Therapist I/II Access to Care (1 FTE)
- Clinical Therapist II Claremont City Hall (1 FTE)
- Clinical Therapist I Adult FSP (3 FTEs)
- Clinical Therapist I AOP (1 FTE)
- Clinical Therapist I/II Adult FSP (1 FTE)
- Clinical Therapist I/II COP Bilingual (1 FTE)
- Clinical Therapist I/II COP School Partnership Bilingual (1 FTE)
- Mental Health Specialist COP Bilingual (1 FTE)
- Information Technology Specialist I (.5 FTE)
- Psychiatric Technician I/II/III Claremont City Hall (1 FTE)
- Psychiatric Technician I/II/III – Bilingual COP (1 FTE)
- Program Support Assistant I – Temporary (1 FTE)

INFORMATION TECHNOLOGY (IT) DIVISION

Request for Proposals/Bids (RFPs):

Tri-City is in the midst of evaluating all of its technological platforms.

Mental Health Commission of Tri-City Mental Health
Monthly Staff Report of Toni Navarro
October 21, 2020
Page 4

- Electronic Health Record: Proposals have been received and demos are forthcoming. The executive team hopes to make a recommendation to the board by the end of the calendar year.
- Computers: The RFP has been posted, and we hope to bring a quote to the board at the next meeting.
- Unified Communications: To be posted this month.
- Internet/Networking: To be posted this month.

Grant Funding Update:

Tri-City applied for DHCS Telehealth funding in August to cover telehealth costs incurred due to COVID-19. We are excited to inform the board that Tri-City has been awarded \$100,000, which will cover over 80% of the IT costs incurred due to COVID-19.

HOUSING DIVISION

Tri City's Residential Service Coordinators(RSCs) have partnered with supportive service staff of Mosaic Gardens in Pomona to jointly launch four virtual tenant groups. Intended to expand tenants' social support network and provide valuable resources, the themes include: Parent Talk, Community Resource Forum, GameSpace, and a site-specific Casual Chat.

TCMH RSCs also joined the American Association of Service Coordinators (AASC) in the month of September. Through this association, they have been connected to 3,600+ service coordinators, quality assurance personnel, and property managers, all working together to identify how to provide versatile and effective programming for tenants at supportive housing sites. The RSCs look forward to building on their skills and knowledge which will help us be better prepared for our future projects.



CBHDA Position Bills - Legislation Signed Into Law in 2020 Implications for County Behavioral Health

Sponsored Legislation

SB 803 (Beall), Chapter 150, Statutes of 2020 - Mental health services: Peer Support Specialist certification

CBHDA Position: Sponsor

Sponsor(s): CHBDA, Los Angeles County Board of Supervisors, California Association of Mental Health Peer Run Organizations, Steinberg Institute

Enacted into Law: 9/25/2020 effective on January 1, 2021

Purpose

SB 803 establishes a statewide certification program for Peer Support Specialists and provides the structure needed to secure a federal match for Peer Support Services under Medi-Cal. The program defines the range of responsibilities and practice guidelines for Peer Support Specialists, specifies required training and continuing education requirements, determines clinical supervision requirements, and establishes a code of ethics and processes for revocation of certifications. When implemented, counties will have the option to provide Peer Support Services with Certified Peer Support Specialists and secure Medi-Cal reimbursement.

Implications

SB 803 requires the Department of Health Care Services (DHCS) to seek a federal waiver to establish a Medi-Cal demonstration or pilot project for the provision of Peer Support Services at the county level. Counties have the option to participate and provide the nonfederal share of funding for Medi-Cal reimbursable Peer Support Services provided by certified Peer Support Specialists, who will be added as a new Medi-Cal provider type.

While the waiver is being sought or soon after secured, DHCS will develop statewide requirements for counties, or an agency representing counties, to use in developing certification of Peer Support Specialists, including:

1. Define the qualifications, range of responsibilities, practice guidelines, and supervision standards for Peer Support Specialists.
2. Determine curriculum and core competencies required for certification of an individual as a Peer Support Specialist.
3. Specify Peer Support Specialist employment training requirements, including core-competencies-based training and specialized training necessary to become certified.
4. Develop fees charged for certification and recertification, subject to DHCS approval.
5. Add a Medi-Cal billing code for Peer Support Services.

These activities need to be completed by July 1, 2022.

Additionally, this bill authorizes, subject to DHCS approval, a county or an agency representing counties, to develop a Peer Support Specialist certification program in accordance with the statewide requirements established by DHCS by July 1, 2022 including requirements that applicants must meet to be certified as a Peer Support Specialist. Once a certification program is developed, county behavioral health agencies can support staff with lived experience to become certified or seek to hire or contract with individuals and agencies with certified Peer Support Specialist. County employed or contracted Peer Support Specialists will be able to provide Medi-Cal reimbursable Peer Support Services.

Counties will provide the non-federal share for Peer Support Services and secure federal matching funds if they opt to provide this service.

Priority Behavioral Health Bills

AB 2112 (Ramos) Suicide prevention

CBHDA Position: Support

Sponsor(s): The California Alliance of Child and Family Services, the Mental Health Services and Oversight Accountability Commission

Enacted into Law: 9/25/2020 effective on January 1, 2021

Purpose

AB 2112 authorizes the State Department of Public Health to establish the Office of Suicide Prevention (OSP) within the department. The OSP must provide information, technical assistance, and strategic guidance to statewide and regional partners regarding best practices on suicide prevention. This bill makes the OSP responsible for using data to identify opportunities to reduce suicide and marshaling the insights and energy of medical professionals, scientists, and other academic and public health experts, to address the crisis of suicide. Additionally, AB 2112 requires the OSP to report to the Legislature on progress to reduce rates of suicide and also allows the OSP to apply for and use federal, state, and foundation grants.

Implications

Under the final Senate amendments, AB 2112 requires that the duties and responsibilities of the office be accomplished with existing staff and resources. This bill makes its provisions operative subject to an appropriation for these purposes in the annual Budget Act or another statute. AB 2112 requires the office to consult with the Mental Health Services Oversight and Accountability Commission to implement suicide prevention efforts consistent with the Mental Health Services Oversight and Accountability Commission's Suicide Prevention Report "Striving for Zero". The OSP may share and receive data from all entities with data relevant to the responsibilities and objectives of the office, including, but not limited to, state, federal, and local agencies, as well as private and nongovernmental agencies or organizations.

AB 2265 (Quirk-Silva) Mental Health Services Act: use of funds for substance use disorder treatment.

CBHDA Position: Support

Sponsor: Author Sponsored

Enacted into Law: 9/25/2020 effective January 1, 2021

Purpose

AB 2265 clarifies that Mental Health Services Act (MHSA) funds are permitted to be used to fund treatment for individuals with co-occurring mental health and substance use disorders. This bill requires counties to report information about the individuals treated pursuant to the provisions of this bill, as specified. The current MHSA statutes exempt those with a primary SUD diagnosis from eligibility for MHSA services when the individual only has an SUD [WIC Section 5600.3(a)(2)]. For adults, existing MHSA statutes specify that this exemption should not be construed to exclude persons with a serious mental disorder and a diagnosis of substance use disorder. [WIC Section 5600.3 (b)(2)]

This bill clarifies that services for adults, older adults, and children that are provided by counties as part of the MHSA includes substance use disorder treatment for clients so long as they have a cooccurring mental health condition. AB 2265 would also authorize the use of MHSA funds to assess whether a person has cooccurring mental health and substance use disorders and to treat a person who is preliminarily assessed to have cooccurring mental health and

substance use disorders, even when the person is later determined to only have an SUD and therefore, is not eligible for services provided with MHSA funds. The bill would require a person being treated for cooccurring mental health and substance use disorders who is determined to only have an SUD, this client is to be referred to substance use disorder treatment services in a timely manner and MHSA funded services are to cease.

Implications

Counties are already aware that they can serve those with cooccurring disorder (COD) with MHSA. This bill makes this existing authority clear and requires counties to report to DHCS the following:

- The number of people assessed for cooccurring mental health and substance use disorders and treated with MHSA resources.
- The number of people assessed for cooccurring mental health and substance use disorders who were ultimately determined to have only a substance use disorder without another cooccurring mental health condition. Counties have already indicated that this number is likely to be zero.

Counties must use the Mental Health and Substance Use Disorder Assessment Reporting Form, a new form being developed by DHCS, to report the total number of people who have been assessed for COD and the total number of people assessed who were later determined to have only an SUD without another cooccurring mental health condition. Data must be collected each fiscal year and submitted to MHSA@dhcs.ca.gov by October 1 following the end of the previous fiscal year. Any data submitted to DHCS outside of the Mental Health and Substance Use Disorder Assessment Reporting Form will be returned to the county for resubmission. Since AB 2265 is effective beginning on January 1, 2021, the first reporting period will be abbreviated to half of the fiscal year beginning January 1, 2021, to June 30, 2021. Subsequent data reporting periods will be for the full state fiscal year.

DHCS has released a draft Behavioral Health Information Notice to implement AB 2265 which outlines the reporting requirements described above.

In order to use MHSA funding for SUD treatment, a county must comply with all applicable MHSA requirements when providing cooccurring SUD treatment, including identifying the treatment of COD in their three-year program and expenditure plan or annual update.

DHCS is required by January 1, 2022, and each January 1 thereafter, to publish a report on its website summarizing county activities relating to the provisions of this bill for the prior fiscal year. This data must be reported statewide and by county or groupings of counties, as necessary to protect the private health information of persons assessed. AB 2265 requires DHCS, on or before July 1, 2025, to adopt regulations necessary to implement the provisions of this bill (in accordance with the requirements of Chapter 3.5 [commencing with Section 11340] of Part 1 of Division 3 of Title 2 of the Government Code.

SB 855 (Wiener) Health coverage: mental health or substance use disorders

CBHDA Position: Support

Sponsor: Steinberg Institute, The Kennedy Forum

Enacted into Law: 9/25/2020 effective January 1, 2021

Purpose

This bill repeals California's mental health parity law and replaces it with a broader requirement on health plans and disability insurers to cover medically necessary treatment of mental health and substance use disorders under the same terms and conditions applied to other medical conditions largely inspired by the March 2019 the *Wit v. United Behavioral Health*, 2019 WL 1033730 (*Wit*; N.D.CA Mar. 5, 2019), court case which found that United Behavioral Health created flawed level of care placement criteria inconsistent with generally accepted standards of mental health and substance use disorder care in order to "mitigate" the requirements of the federal Mental Health Parity and Addiction

Equity Act of 2008. SB 855 establishes new requirements for medically necessary care determinations and utilization review; and bans discretionary clauses in health plan contracts.

Implications

SB 855 revises and recasts the California Mental Health Parity provisions to require a health care service plan contract or disability insurance policy issued, amended, or renewed on or after January 1, 2021, to provide coverage for the medically necessary treatment of mental health and substance use disorders (MH/SUDs), under the same terms and conditions applied to other medical conditions.

The bill redefines health plan and disability insurer medical necessity standards for mental health or SUDs treatment as follows:

- (i) In accordance with the generally accepted standards of mental health and substance use disorder care;
- (ii) Which is clinically appropriate in terms of type, frequency, extent, site, and duration; and,
- (iii) Not primarily for the economic benefit of the health care service plan and subscribers or for the convenience of the patient, treating physician, or other health care provider.

In approaching the issues of mental health parity, SB 855 defines medically necessary treatment of a MH/SUD as a service or product addressing the specific needs of that patient, for the purpose of preventing, diagnosing, or treating an illness, injury, condition, or its symptoms, including minimizing the progression of that illness, injury, condition, or its symptoms, as specified.

The bill removes existing law which defines certain conditions under “severe mental illness” and instead requires parity for any mental health condition or substance use disorder that falls under any of the diagnostic categories listed in the mental and behavioral disorders chapter of the most recent edition of the International Classification of Diseases or that is listed in the most recent version of the Diagnostic and Statistical Manual of Mental Disorders. The bill clarifies that any changes in terminology, organization, or classification of mental health and substance use disorders in future versions of the American Psychiatric Association’s Diagnostic and Statistical Manual of Mental Disorders or the World Health Organization’s International Statistical Classification of Diseases and Related Health Problems shall not affect the conditions covered by this section as long as a condition is commonly understood to be a mental health or substance use disorder by health care providers practicing in relevant clinical specialties.

This bill specifies that if services for the medically necessary treatment of a MH/SUD are not available in network, within the geographic and timely access standards in existing law, the health plan or insurer is required to arrange coverage to ensure the delivery of medically necessary out of network services and any medically necessary follow up services.

The bill provides that a health care service plan or disability insurer may fulfill its parity obligations for all or part of the mental health and substance use disorder services through a separate specialized health care service plan or mental health plan, without being required to obtain additional or specialized license for this purpose.

Effective January 1, 2021, this bill makes any existing provision in a health plan that reserves discretionary authority to determine eligibility for benefits or coverage inconsistent with SB 855 void and unenforceable. This provision applies to all plans issued, delivered, amended, or renewed effective January 2021. Discretionary authority as used here would include any interpretation on the terms of the contract and any specified standards of interpretation or review that can be applied to the healthcare plan.

This bill may result in individuals receiving better care in the private insurance market and leading to less cost-shifting of individuals from private insurance to the public behavioral health system, leading to potential cost savings for county behavioral health.

AB 1304 (Waldron) California MAT Re-Entry Incentive Program

CBHDA Position: Neutral

Sponsor: Author-Sponsored

Enacted into Law: 9/30/2020 effective January 1, 2021

Purpose

This bill establishes the California medications for addiction treatment (MAT) Re-Entry Incentive Program which makes certain parolees eligible for a reduction in the period of parole, if that person successfully participates in a substance abuse treatment program. The program states that a person released from state prison on parole, who has been enrolled in or successfully completed an institutional substance abuse program, as well as successfully participates in an outpatient substance abuse program (including the use of FDA-approved MAT), is eligible for a 30-day reduction to their period of parole for every six months of treatment completed (up to a maximum 90-day reduction).

Implications

The operation of this program is contingent on the appropriation of funds to the State Department of Health Care Services received pursuant to a federal Substance Abuse and Mental Health Services Administration (SAMHSA) State Opioid Response Grant. To the extent consistent with the terms of the grant, the sum of one million dollars (\$1,000,000) of the grant funds appropriated for these purposes shall be allocated to the California Department of Corrections and Rehabilitation (CDCR) for use in implementing this program.

Additionally, because the upcoming State Opioid Response 2 grant funding is already obligated, the appropriation of funds for this program will need to come from a future grant and would be subject to federal approval and grant-specific requirements. This bill also requires the CDCR to collect data and analyze utilization and program outcomes, as well as requires the CDCR to report all necessary information to the DHCS to maintain grant compliance.

This bill may cause additional fiscal pressures on county behavioral health, but to the extent that parolees are already enrolled in Medi-Cal and meet medical necessity criteria, they are already entitled to the services outlined in this bill. These individuals may need care following their participation in the substance abuse treatment program outlined in the bill to be funded by the SAMHSA State Opioid Response Grants.

SB 823 (Committee on Budget and Fiscal Review) Juvenile justice realignment: Office of Youth and Community Restoration.

CBHDA Position: Oppose

Sponsor(s): Author Sponsored

Enacted into Law: 9/30/2020 effective on January 1, 2021

Purpose

The Governor's January Budget in 2020 proposed to transfer the Division of Juvenile Justice (DJJ) to a newly created independent department within the Health and Human Services Agency (HHSA) on July 1, 2020. That approach was intended to align the rehabilitative mission of the state's juvenile justice system with trauma-informed and developmentally appropriate services supported by programs overseen by the state's Health and Human Services Agency. The unprecedented fiscal impact of COVID-19 resulted in the withdrawal of this proposal. Subsequently, the May Revision proposed to expand on previous efforts to reform the state's juvenile justice system by transferring the

responsibility for managing all youthful offenders to local jurisdictions, completing the realignment of all youth offenders begun in the 1990s. This means that counties will be responsible for the supervision and rehabilitation of the remaining 600-700 youth currently housed at DJJ.

Additionally, the bill adjusts the local age of jurisdiction so that it mirrors the current age of jurisdiction for DJJ commitments.

Implications

SB 823 serves several functions relating oversight and funding.

Oversight:

The bill establishes the Office of Youth and Community Restoration (OYCR) within the Health and Human Services Agency (HHSA), effective July 1, 2021. The objective of the OYCR is to fulfill the rehabilitative purpose of the state's juvenile justice system through trauma-informed and developmentally appropriate services and programs. SB 823 also moves all juvenile justice grant administration functions in the Board of State and Community Corrections to the OYCR no later than January 1, 2025. Additionally, this bill adds a new state-level Ombudsman for Youth in the juvenile justice system. Finally, SB 823 requires the Department of Justice to submit a plan by January 2023 to update the Juvenile Court and Probation Statistical System database, and improve and modernize statewide juvenile justice data collection and reporting.

Funding:

SB 823 establishes the Juvenile Justice Realignment Block Grant program for the purpose of providing county-based custody, care, and supervision of youth who are realigned from the state DJJ (or who were otherwise eligible for commitment to the DJJ prior to its closure). Furthermore, this bill makes the following appropriations by the Controller for fiscal years 2021-22 through 2023-24 to the counties for use by the county to provide appropriate rehabilitative housing and supervision services of the defined population:

- a) For the 2021-22 fiscal year, \$39,949,000 General Fund.
- b) For the 2022-23 fiscal year, \$118,339,000 General Fund.
- c) For the 2023-24 fiscal year, \$192,037,000 General Fund.
- d) For the 2024-25 fiscal year and each year thereafter, \$208,800,000 General Fund.

SB 823 states that the Governor and Legislature shall work with stakeholders to establish a distribution methodology for the funding by January 10, 2024 that improves outcomes for this population. The bill includes a contingency stating that, in order to receive Juvenile Justice Realignment Block Grant funding, each county will be required to establish a juvenile advisory body that develops and implements a juvenile justice realignment plan with components as specified. Finally, SB 823 provides that the OYCR shall review the plan to ensure that the plan contains all of the elements in this section and may return the plan to the county for revision as necessary prior to final acceptance of the plan.

While this bill primarily impacts county probation departments, as they hold the sole responsibility for managing this population of youth, CBHDA joined CSAC and CPOC in opposition to the bill as it represented an unprecedented departure in county-state relations in that the state negotiated this deal with youth advocates and the legislature over the objections of counties, after committing that they would not do that to county probation. In addition, many of the youth who will be transferred from DJJ to the local level will require an acute behavioral health services, which may be contracted to county behavioral health, or add pressure to already strained delivery networks. CBHDA anticipates clean-up legislation to follow in the 2021-2022 Legislative Session, in part, due to the significant concerns raised by counties.

AB 1976 (Eggman) Mental health services: assisted outpatient treatment.

CBHDA Position: Oppose

Sponsor: California Psychiatric Association

Enacted into Law: 9/25/2020 effective January 1, 2021

Purpose

This bill seeks to expand Laura's Law statewide. Beginning July 1, 2021, AB 1976 requires a county or group of counties to implement an Assisted Outpatient Treatment (AOT) Program or take specific actions to opt out, as specified below. AB 1976 also permits a county to elect to implement Laura's Law in combination with one or more counties. However, this bill also permits a county or group of counties that do not wish to implement Laura's Law to opt out of the requirements of AOT services. Counties can opt out of this requirement by passing a resolution by the governing body, that includes a statement with the reasons for opting out and any facts or circumstances relied on in making that decision. In addition, for those counties that decide to implement AOT services, it must ensure that implementation will not result in a reduction of voluntary services for adults or children.

Existing law permits specified individuals to make a request to the county health department for the filing of a petition to obtain an order authorizing AOT. These individuals include a parent, spouse, sibling, or adult child of the subject of the petition; licensed mental health treatment providers; and peace officer, parole officer, or probation officer. This bill adds a judge of a superior court to the list of specified individuals permitted to make a request for the filing of a petition to obtain an order authorizing AOT.

Finally, this bill repeals the January 1, 2022 sunset date for Laura's Law and makes the law permanent.

Implications

Counties that have not opted to implement AOT and have concluded that implementing AOT is not desirable at this time, will need to pass a Board of Supervisors resolution that includes a statement as to the reasons for opting out and any facts or circumstances relied on in making that decision. Counties may not implement AOT if implementing AOT services will result in a reduction of voluntary services for adults or children. In counties which determine that AOT services will result in a reduction of voluntary services for adults or children, this information should be included in the Board of Supervisors resolution seeking to opt out of AOT implementation. However, in addition to the adverse impact on voluntary services, other reasons are also permissible to opt out and should be put forward if seeking a resolution to opt out.

This bill allows a group of counties to implement AOT services jointly so long as the counties execute a memorandum of understanding. The memorandum must designate a lead county for an individual receiving AOT services for such purposes as follows:

- making a finding that the individual meets the AOT criteria
- assuring services are provided and determining where they are provided
- ensuring that appropriate follow-up care is in place upon an individual's release from the AOT treatment program

For counties that have not implemented AOT and decide to do so instead of seeking the above resolution to opt out, these counties can implement AOT without additional action. AOT has some changes that will need to be considered in implementation including the addition of a judge of a superior court to the list of specified individuals permitted to make a request for the filing of a petition to obtain an order authorizing AOT. Under prior law, a county was required to secure approval before implementing AOT from the governing body or bodies of the county. To secure approval, county behavioral health agencies needed to provide an assessment that implementing AOT would not detrimentally impact voluntary services for adults or any services for children. AB 1976 continues to prohibit a county from implementing AOT if implementation will adversely impact voluntary services for adults and children, as stated previously.

For those counties with AOT or implementing AOT in the future, county behavioral health agencies will need to accept petitions to obtain an order authorizing AOT from judges of the superior court in addition to the list of individuals already allowed to file this petition.

AB 1976 places a potentially significant, but currently unknown, fiscal impact on local county court systems. This bill creates a possible ongoing cost pressure on courts due to the potentially increased workload of overseeing additional AOT cases for counties. These costs may vary depending on whether counties join together to provide AOT, do not opt out of AOT, or otherwise would not pursue AOT (and the required court involvement) absent this bill.

AB 3242 (Irwin) Mental health: involuntary commitment

CBHDA Position: Support

Sponsor: California Hospital Association, National Alliance on Mental Illness-California

Enacted into Law: 9/25/2020 effective January 1, 2021

Purpose

AB 3242 clarifies that telehealth or other audio-visual technology can be utilized for any examination, assessment, and evaluations required by the Lanterman-Petris Short Act (LPS), under Welfare and Institutions Code (WIC) § 5150, and adds that telehealth can also be utilized under WIC § 5151. This bill clarifies that assessments and evaluations must be consistent with the county's authority to designate facilities for evaluation and treatment under WIC § 5404.

The Lanterman-Petris-Short Act authorizes the involuntary commitment and treatment of persons with specified mental health disorders for the protection of the persons so committed. Under the act, if a person, as a result of a mental health disorder, is a danger to others, or to themselves, or is gravely disabled, the person may, upon probable cause, be taken into custody for a period of up to 72 hours for assessment, evaluation, and crisis intervention, or placement for evaluation and treatment. Current law requires persons providing the evaluation services to be properly qualified professionals designated by the county and authorizes those professionals to provide telehealth evaluation services.

Implications

Counties throughout the state have differing policies on who can assess and release a 5150 involuntary hold based on their local policies and capacity/ structure of health system. During the COVID-19 pandemic, many counties have turned to methods of telehealth to conduct these assessments to ensure timely assessment while maintaining physical distancing. This bill clarifies existing law which allows for 5150 involuntary hold assessments to be conducted via telehealth.

This bill additionally adds telehealth to be utilized for WIC 5151 assessments prior to admission to an LPS designated facility, which previously had to be done in person. This will help counties during COVID-19 and additionally in the future in areas with significant workforce shortages and rural areas.

Health Equity Legislation

AB 2218 (Santiago) Transgender Wellness and Equity Fund

CBHDA Position: Support

Sponsor: Gender Justice LA, Transgender Health and Wellness Center, Transgender Law Center, Transgender, Gender Variant, Intersex Justice Project, TransLatin@ Coalition

Enacted into Law: 9/26/2020 effective January 1, 2021

Purpose

AB 2218 establishes the Transgender Wellness and Equity Fund for DHCS to provide grants to transgender-led nonprofit organization and to a hospital, health care clinic, or other medical provider that provides gender-conforming health care services (such as hormone therapy or gender reassignment surgery). Organizations eligible for grants are any organization that has established a relationship with a transgender-led nonprofit organization. The grants would be provided to create programs, or fund existing programs, focused on:

- coordinating trans-inclusive medical care
- behavioral health care (including mental health care and substance use disorder services)
- social services (including supportive housing for transgender, gender nonconforming, or intersex individuals with severe mental illness) for individuals who identify as transgender, gender nonconforming, or intersex

AB 2218 is subject to a future appropriation to be implemented.

Implications

Research indicates that 48% of Individuals who identify as transgender report that they have considered suicide in the past 12 months, compared to 4% of the overall US population, according to a survey by The National LGBT Health Education Center. This bill provides an opportunity to expand culturally relevant behavioral health, physical health and social services to individuals that identify as transgender, gender nonconforming, or intersex.

Housing and Homelessness Legislation

AB 1766 (Bloom) Licensed adult residential facilities and residential care facilities for the elderly: data collection: residents with a serious mental disorder.

CBHDA Position: Support

Sponsor: Stenberg Institute

Enacted into Law: 9/25/2020 effective January 1, 2021

Purpose

AB 1766 would direct the California Department of Social Services (CDSS) to report to county mental health or behavioral health departments the data for licensed Adult Residential Facilities (ARFs) for residents with a serious mental health disorder, and the number of beds per facility. Furthermore, beginning May 1, 2021, and annually thereafter, this bill requires the department to collect information and send a report to each county's department of mental health or behavioral health. The report would discuss all licensed ARFs and residential care facilities for the elderly (RCFEs), that accept a specified federal rate and accept residents with a serious mental disorder, and would include the number of licensed beds at each facility.

AB 1766 also requires that, beginning May 1, 2021, and quarterly thereafter, the department send to those county departments a report of licensed ARFs and RCFEs that closed permanently in the prior quarter. This bill further requires the department to notify the county mental or behavioral health department within 3 business days upon receiving notice that a licensed adult residential facility or residential care facility for the elderly intends to close permanently.

Implication

AB 1766 addresses the significant data gap between the needs of clients living with severe mental illness and the available housing and care options by requiring CDSS to share existing information about ARFs and RCFEs with county behavioral health departments. This information includes which facilities serve people living with severe mental illness

or development disabilities and how many closed in the previous quarter. With this data in hand, local and state policymakers can evaluate whether the number of available board and care homes for Californians living with severe mental illness is adequate and the extent to which various solutions to facility closures will have a meaningful impact. This bill will help CBHDA in advocacy efforts around board and cares as previously the only reliable data available was from Los Angeles and San Francisco Counties.

AB 2174 (Gallagher) Homeless multidisciplinary personnel team

CBHDA Position: Support

Sponsor: Author sponsored

Enacted into Law: 9/25/2020 effective January 1, 2021

Purpose

AB 2174 authorizes the Counties of Yuba and Sutter to jointly establish a homeless adult and family multidisciplinary personnel team. This bill makes a legislative findings and declarations as to the necessity of a special statute for the Counties of Yuba and Sutter.

Implication

The bill was drafted by Sutter and Yuba counties county counsel and is supported by both counties. This bill allows them to join a cohort of counties who have homeless multidisciplinary teams authorized under AB 210 (Santiago) (Chapter 544, Statutes of 2017).

AB 2377 (Chiu) Residential facilities

CBHDA Position: Support

Sponsor: City and County of San Francisco

Enacted into Law: 9/25/2020 effective January 1, 2021

Purpose

This bill takes existing closure protections for Residential Care Facilities for the Elderly (RCFEs) and applies them to Adult Residential Facilities (ARFs). AB 2377 requires that prior to transferring a resident of the facility to an independent living arrangement due to the forfeiture of a license, the ARF will take all reasonable steps to transfer residents safely, and minimize possible transfer trauma. This bill would also give the city or county the first opportunity to purchase the property when an ARF intends to close.

Implications

AB 2377 would curtail the practice of sudden closures of ARFs and provide for more protection to the residents needing to transition to other facilities. This bill adds to existing law, added through the FY 2020-2021 State Budget, which requires cities and counties to be notified 180 days prior to an ARF intending to close.

This bill requires that prior to transferring a resident of the facility to an independent living arrangement due to the forfeiture of a license to do all of the following:

- Each resident will be provided a relocation evaluation of their needs which includes:
 - Providing recommendations on the type of facility that would meet the needs of the resident based on the current service plan

- Providing a list of facilities, within a 60-mile radius of the resident’s current facility, that meet the resident’s present needs
- If applicable, the possibility that the resident remains in the facility under certain circumstances, including the sale or transfer of the facility to a city or county
- Each resident (or the resident’s responsible person) will be provided with a written notice no later than 60 days before the intended eviction. The notice must include all of the following:
 - The reason for the eviction, with specific facts to permit a determination of the date, place, witnesses, and circumstances concerning the reasons
 - A copy of the resident’s current service plan
 - The relocation evaluation
 - A list of referral agencies
- Discuss the relocation evaluation with the resident and their legal representative within 30 days of issuing the notice of eviction.
- Submit a written report of any eviction to the licensing agency within five days.
- Upon issuing the written notice of eviction, a licensee shall not accept new residents or enter into new admission agreements.
- For paid preadmission fees in excess of five hundred dollars (\$500), the resident is entitled to a refund, subject to certain restrictions.
- If the resident gives notice five days before leaving the facility, the licensee must refund the resident or their legal representative a proportional per diem amount of any prepaid monthly fees at the time the resident leaves the facility and the unit is vacated. Otherwise the licensee must pay the refund within seven days from the date that the resident leaves the facility and the unit is vacated.
- Within 10 days of all residents having left the facility, the licensee, based on information provided by the resident or the resident’s legal representative, must submit a final list of names and new locations of all residents to the department.

Workforce Legislation

AB 465 (Eggman) Mental health workers: supervision

CBHDA Position: Support

Sponsor: Author Sponsored

Enacted into Law: 9/25/2020 effective January 1, 2021

Purpose

This bill requires any program permitting mental health professionals to respond to emergency mental health crisis calls in collaboration with law enforcement to ensure the mental health professionals participating in the program are supervised by a licensed mental health professional. The bill defines licensed mental health professionals as LCSWs, LPCCs, LMFTs, licensed psychologists, in addition to specified physicians and nurses.

Implications

The author accepted CBHDA’s amendments that allow supervision of mental health professionals to be consistent with existing county behavioral health agency standards and requirements for supervision in collaborations between law enforcement and county behavioral health agencies. With the addition of these amendments, existing collaborations can be maintained without changes in supervision. Any new collaborations with law enforcement can be implemented within existing county behavioral health agency standards and requirements for supervision.

AB 890 (Wood) Nurse practitioners: scope of practice: practice without standardized procedures.

CBHDA Position: Support in Concept

Sponsor: Author Sponsored

Enacted into Law: 9/29/2020 effective January 1, 2021

Purpose

The bill would authorize a nurse practitioner (NP) who meets certain education, experience, and certification requirements to perform, in specific settings or organizations, specified functions without standardized procedures, including ordering, performing, and interpreting diagnostic procedures, certifying disability, and prescribing, administering, dispensing, and furnishing controlled substances.

This bill would establish the Nurse Practitioner Advisory Committee (committee) to advise and give recommendations to the Board of Registered Nurses (board) on matters relating to nurse practitioners (NP). This bill additionally authorizes an NP, after completing a 3-year transition to practice and passing an examination validated by the Office of Professional Examination Services (OPES) within the Department of Consumer Affairs, to practice without standardized procedures in specified healthcare settings where physicians practice. This authorization does not prohibit standardized procedures or physician supervision, or establish limits on existing healthcare setting operating procedures, but provides an opportunity for a new baseline scope of practice that does not require standardized procedures.

In addition, the bill authorizes an NP who meets the above requirements and has an additional 3 years of licensed practice to apply for a certificate that allows the NP to practice without standardized procedures in settings where physicians do not practice. The NPs with this certificate would still be required to consult with other healthcare providers and establish physician referral plans. The bill outlines specific circumstances where physician consultation is required and situations that must be addressed in the referral plan. The bill also requires that physician consultation must be obtained as specified in individual protocols

Implication

AB 890 authorizes an independently practicing NP to perform specified functions described below, in a defined healthcare settings described below, under the following circumstances:

- The NP has successfully passed a national NP board certification examination.
- The NP holds a certificate from a national certifying body recognized by the BRN.
- The NP provides documentation that educational training was consistent with standards established by the BRN.
- The NP completed a transition to practice program in California consisting of a minimum of three full-time equivalent years of practice or 4,600 hours.

Authorizes an NP who meets these requirements to practice in:

- A clinic, as defined in Section 1200 of the Health and Safety Code.
- A health facility, as defined in Section 1250 of the Health and Safety Code (except for a correctional treatment center or a state hospital).
- A county medical facility described in Chapter 2.5 (commencing with Section 1440) of Division 2 of the Health and Safety Code.
- General acute care hospitals, county hospitals, medical group practices (including a professional medical corporation), physician controlled corporations, medical partnerships, medical foundations exempt from licensure, other lawfully organized group of physicians that provide healthcare services, and licensed hospice facilities.

AB 890 authorizes a certified NP to conduct:

- An advanced assessment and establish primary and differential diagnoses;

- Order, perform, and interpret diagnostic procedures (for radiologic procedures, a NP can order diagnostic procedures and utilize the findings or results in treating the patient, and perform or interpret clinical laboratory procedures permitted to do so under the Clinical Laboratory Improvement Act);
- Establish primary and differential diagnoses;
- prescribe, order, administer, dispense, procure, and furnish therapeutic measures; and,
- After performing a physical examination, certify disability, and delegate tasks to a medical assistant.

This bill prohibits an NP authorized to practice independently from practicing beyond the scope of their clinical and professional education and training including specific areas of concentration and only practice within the limits of their knowledge of experience and national certification. The bill also outlines the circumstances when physician consultation must be obtained including:

- Emergent conditions requiring prompt medical intervention after initial stabilizing care has been started;
- Acute decompensation of patient situation;
- Problem which is not resolving as anticipated;
- History, physical, or lab findings inconsistent with the clinical perspective; and,
- Upon request of patient.

County behavioral health agencies can consider assisting employed NPs secure the training to practice independently and/or adding independently practicing NPs to their contracted networks.

SB 275 (Pan) Health Care and Essential Workers: personal protective equipment.

CBHDA Position: Watch

Sponsor: SEIU State Council

Enacted into Law: 9/29/2020 effective January 1, 2021

Purpose

This bill requires the Department of Public Health (DPH) and the Office of Emergency Services (OES) to establish a personal protective equipment (PPE) stockpile, and requires certain health care employers, including hospitals and skilled nursing facilities (SNFs), to maintain an inventory of PPE at least sufficient for 45 days of surge consumption, effective on January 1, 2023, or one year after regulations are adopted defining 45 days of surge consumption, whichever is later.

Implications

SB 275 includes a number of specific definitions to outline the type of staff and employers are covered by the mandate in the bill. This bill was narrowed in the last week of the Legislative session to apply to hospitals and SNFs, removing PHFs from the legislation.

- SB 275 defines “essential workers” as primary and secondary school workers, workers at detention facilities, in-home support providers, childcare providers, government workers whose work with the public continues throughout a crisis, and workers in other positions that the State Public Health Officer or the Director of OES deems vital to public health and safety, as well as economic and national security.
- Additionally, this bill defines “health care worker” as any worker who provides direct patient care and services directly supporting patient care, including, but not limited, to physicians, pharmacists, clinicians, nurses, aides, technicians, janitorial and housekeeping staff, food services workers, and nonmanagerial administrative staff.
- Finally, SB 275 defines a “health care employer” as a person or organization that employs workers in the public or private sector to provide direct patient care in a general acute care hospital setting, an SNF, a medical

practice that is operated or maintained as part of an integrated health system or health facility, or a dialysis clinic.

- Excludes from the definition of “health care employer” is an independent medical practice that is owned and operated, or maintained as a clinic or office, by one or more licensed physicians and used as an office for the practice of their profession, regardless of the name used publicly to identify the place or establishment, unless the medical practice is operated or maintained exclusively as part of an integrated health system or health facility or meets the requirements of a medical foundation.

AB 2100 (Wood) Medi-Cal: pharmacy benefits

CBHDA Position: Support

Sponsor(s): California Pharmacist Association, Western Center on Law and Poverty

Vetoed by Governor 9/29/2020 – This bill will not be implemented.

Purpose

This bill would have required the Department of Health Care Services (DHCS), by January 1, 2021, to establish the Independent Prescription Drug Medical Review (IPDMR) System. AB 2100 would have required the director to adopt the determinations of the IPDMR and issue a binding written decision to be implemented. The proposed legislation would have authorized DHCS to provide a disease management payment to a pharmacy for costs and activities associated with dispensing specialty drugs. AB 2100 would have required DHCS to include specified pharmacy and outpatient prescription drug information in the Medi-Cal program assumptions and estimates. This bill would have further required DHCS to permit a beneficiary to continue a drug that is part of a prescribed therapy in effect for the beneficiary immediately before the date of receipt of coverage through DHCS for a minimum of 180 days, or until the prescribed therapy is no longer prescribed by the contracting prescriber.

Veto Message

The governor vetoed this bill for the following reasons.

1. DHCS is processing the results of a recent survey of specialty drug acquisition costs to determine what types of services are provided in association with the dispensing of specialty drugs. Until the results of the survey have been analyzed, DHCS will not know whether reimbursements are medically necessary.
2. The requirements regarding the Medi-Cal Rx program are too prescriptive. The governor is instead directing DHCS to post additional information on its website regarding the implementation of Medi-Cal Rx.
3. Consumer protections issues under Medi-Cal Rx can be addressed administratively with input from the Legislature and stakeholders. DHCS is directed to convene stakeholders no later than July 1, 2021, to explore options and approaches for additional public reporting of administrative hearing decisions pertaining to outpatient prescription drug benefits.
4. Finally, DHCS has developed a Pharmacy Transition Policy for Medi-Cal Rx to allow Medi-Cal beneficiaries to continue receiving their existing prescription medications without having to get additional prior authorizations for 180 days after the transition begins.

AB 2360 (Maienschein) Telehealth: mental health

CBHDA Position: Support (in concept)

Sponsor(s): 2020 Mom, Maternal Mental Health Now

Vetoed by Governor 9/26/2020 – This bill will not be implemented

Purpose

This bill would have required health care service plans and health insurers to establish a tele-psychiatric consultation program that assists contracted providers who treat children, pregnant, and postpartum persons. AB 2360 would have required health care service plans, including Knox-Keene licensed Medi-Cal managed care health plans, to provide access to a provider-to-provider telehealth consultation program for providers who treat children, pregnant, and postpartum persons. Furthermore, the proposed legislation would also have required health care service plans and health insurers, by July 1, 2021, to provide access to a telehealth consultation program that included access to mental health

consultations. These consultation would have been conducted by a mental health clinician with expertise appropriate for pregnant, postpartum, and pediatric patients to be conducted by telephone or telehealth video, and would have included guidance on the range of evidence-based treatment options, screening tools, and referrals. AB 2360 would have required health care service plans and insurers to communicate information relating to the telehealth program at least twice a year in writing.

Veto Message

As stated in the Governor's veto message, the bill would create costs that Governor Newsome believes would be more appropriately addressed through the annual budget process.



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: October 21, 2020

TO: Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director

FROM: Diana Acosta, CPA, Chief Financial Officer

SUBJECT: Monthly Finance Report

UNAUDITED FINANCIAL STATEMENTS FOR THE TWO MONTHS ENDED AUGUST 31, 2020 (2021 FISCAL YEAR-TO-DATE):

The financials presented herein are the PRELIMINARY and unaudited financial statements for the two months ended August 31, 2020. These financial statements include the activities from the clinical outpatient operations as well as activities from the implemented MHSA programs under the CSS, PEI, INN, WET and CFTN plans.

The increase in net position (income) is approximately \$9.7 million. MHSA operations accounted for approximately \$9.9 million of the increase which is primarily the result of recognizing MHSA revenues on hand at the beginning of the fiscal year. MHSA non-operating revenues are reflected when MHSA funds have been received and are eligible to be spent.

During fiscal 2020, Tri-City received MHSA funding of approximately \$10.2 million, of which \$6.6 million were for approved programs for fiscal 2020-21 MHSA operations and was reflected as MHSA Revenue Restricted for Future Period on the Statement of Net Position (balance sheet) at June 30, 2020. These restricted MHSA revenues have now been recorded as non-operating revenues in fiscal 2020-21. In addition, during fiscal 2020-21 approximately \$5.6 million in MHSA funding has been received of which \$5.4 million was identified and approved for use in the current fiscal year 2020-21 and recorded as non-operating revenues, bringing the total MHSA non-operating revenues recognized to date up to approximately \$12.0 million. Unlike the requirement to reflect all available and **approved** MHSA funding when received as non-operating revenues, MHSA operating costs are reflected when incurred. Therefore, the matching of revenue to expense is not consistent as the timing of expenditures will lag behind the timing of revenue recognition.

The remaining decrease in net position of approximately \$150 thousand is from Clinic outpatient operations, which is the result of operations for the two months ended August 31, 2020.

**Governing Board of Tri-City Mental Health
Toni Navarro, LMFT, Executive Director
Monthly Staff Report of Diana Acosta
October 21, 2020
Page 2**

The total cash balance at August 31, 2020 was approximately \$33.6 million which represents an increase of approximately \$2.5 million from the June 30, 2020 balance of approximately \$31.1 million.

Outpatient Clinic operations, after excluding any intercompany receipts or costs resulting from MHSA operations, had a decrease in cash of approximately \$1.0 million. MHSA operations reflected an increase in cash of approximately \$3.5 million, after excluding intercompany receipts or costs resulting from clinic operations. The increase reflects the receipt of approximately \$5.6 million in MHSA funds offset by the use of cash for MHSA operating activities. MHSA dollars (which are derived through the receipts of 1% of millionaire's income taxes) were delayed as a direct result of extending tax return deadlines and as such all behavioral health agencies experienced a reduction in cash receipts in the last few months of the previous fiscal year. As the tax filing deadline has now passed, Tri-City received \$4.5 million in the August distribution (based on July's tax remittances) of MHSA funds, thus resulting in an overall increase in cash in MHSA.

Approximately \$940 thousand in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the two months ended August 31, 2020. Additionally, approximately \$3.25 million has been received through October 15, 2020, of which approximately \$71 thousand related to interim cost report settlements covering fiscal years 2015-16 and 2016-17.

UPCOMING, CURRENT EVENTS & UPDATES

Overall Financial Update:

We are continuing to closely monitor for any new developments and updated revenue projections from CBHDA. As highlighted last month, the current revenue projections by CBHDA estimate that some revenues (such as MHSA revenues) will increase in fiscal year 2020-21 as a result of delays in tax returns, however these same revenues are expected to decrease in the following year. As such, planning appropriately to ensure we meet the needs of our community, and having the ability to make changes as we go will be necessary in the upcoming years, especially if projections wind up being significantly different than currently projected. The finance department is currently working on the annual independent financial audit which is scheduled to be completed and presented to the Board in November.

FY 2020-21 Bankruptcy Payments

The total bankruptcy liability balance as of the date of this report is currently \$331,064. On September 21, 2020 a distribution of \$325,000 was made and distributed to CA DHCS and LAC DMH in the amounts of \$128,161 and \$196,839, respectively. Along with the distributions, management included confirmation letters to both parties asking that the

**Governing Board of Tri-City Mental Health
Toni Navarro, LMFT, Executive Director
Monthly Staff Report of Diana Acosta
October 21, 2020
Page 3**

final pay off amounts be confirmed as management expects to make the final bankruptcy distributions at the earliest possible date.

MHSA Funding Updates

Estimated Current Cash Position – The following table represents a brief summary of the estimated current MHSA cash position as of the two months ended August 31, 2020 which includes estimates to project the ending cash balance at June 30, 2021.

	MHSA
Cash at August 31, 2020	\$ 27,710,210
Receivables net of Reserve for Cost Report Settlements	362,719
Prudent Reserves	(2,200,000) *
Estimated Remaining Expenses for Operations FY 2020-21	(12,025,840) **
Reserved for future CFTN Projects including TCG	(1,247,389)
Reserved for Future Housing Projects	(2,800,000) ****
Total Estimated Adjustments to Cash	(17,910,510)
Estimated Available at June 30, 2021	<u>\$ 9,799,700</u>
Remaining estimated funds to be received in FY 2020-21	\$ 5,696,530 **

* Per the recently approved SB 192, Prudent Reserves are now required to be maintained at an amount that does not exceed 33% of the average Community Services and Support (CSS) revenue received for the fund, in the preceding 5 years.

** Estimated based on adopted operating budget for Fiscal Year 2020-21, actual and estimated amounts to year end (06/30/2021).

****In addition to the \$1.2 Million, an additional \$1.6 Million was designated for housing, as approved at the May 15, 2019 Governing Board Meeting.

Attachments

Attachment 10-A: August 31, 2020 Unaudited Financial Statements

**TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF NET POSITION**

	AT AUGUST 31, 2020			AT JUNE 30, 2020		
	TCMH	MHSA	Consolidated	TCMH	MHSA	Consolidated
	Unaudited	Unaudited	Unaudited	Unaudited	Unaudited	Unaudited
Current Assets						
Cash	\$ 5,884,069	\$ 27,710,210	\$ 33,594,279	\$ 7,395,355	\$ 23,736,461	\$ 31,131,816
Accounts receivable, net of reserve for uncollectible accounts \$586,161 at August 31, 2020 and \$543,736 at June 30, 2020	4,388,912	2,765,279	7,154,191	4,191,840	2,588,279	6,780,119
Total Current Assets	<u>10,272,981</u>	<u>30,475,490</u>	<u>40,748,470</u>	<u>11,587,195</u>	<u>26,324,740</u>	<u>37,911,935</u>
Property and Equipment						
Land, building, furniture and equipment	3,740,480	9,384,214	13,124,694	3,699,755	9,384,214	13,083,969
Accumulated depreciation	(2,398,200)	(3,503,196)	(5,901,396)	(2,403,631)	(3,434,225)	(5,837,856)
Total Property and Equipment	<u>1,342,280</u>	<u>5,881,018</u>	<u>7,223,298</u>	<u>1,296,123</u>	<u>5,949,989</u>	<u>7,246,112</u>
Other Assets						
Deposits and prepaid assets	268,172	491,199	759,371	70,955	491,199	562,154
Total Noncurrent Assets	<u>1,610,451</u>	<u>6,372,217</u>	<u>7,982,669</u>	<u>1,367,079</u>	<u>6,441,188</u>	<u>7,808,267</u>
Total Assests	<u>\$ 11,883,432</u>	<u>\$ 36,847,707</u>	<u>\$ 48,731,139</u>	<u>\$ 12,954,274</u>	<u>\$ 32,765,928</u>	<u>\$ 45,720,202</u>
Deferred Outflows of Resources						
Deferred outflows related to the net pension liability	2,776,741	-	2,776,741	2,776,741	-	2,776,741
Total Deferred Outflows of Resources	<u>2,776,741</u>	<u>-</u>	<u>2,776,741</u>	<u>2,776,741</u>	<u>-</u>	<u>2,776,741</u>
Total Assets and Deferred Outflows of Resouces	<u>\$ 14,660,173</u>	<u>\$ 36,847,707</u>	<u>\$ 51,507,880</u>	<u>\$ 15,731,015</u>	<u>\$ 32,765,928</u>	<u>\$ 48,496,943</u>
LIABILITIES						
Current Liabilities						
Accounts payable	200,634	102,523	303,157	235,067	188,826	423,893
Accrued payroll liabilities	138,295	236,933	375,228	561,169	80,419	641,589
Accrued vacation and sick leave	602,413	906,148	1,508,561	604,179	865,609	1,469,787
Reserve for Medi-Cal settlements	2,983,841	2,402,560	5,386,401	2,942,066	2,366,312	5,308,378
Current portion of mortgage debt	30,688	-	30,688	30,688	-	30,688
Total Current Liabilities	<u>3,955,870</u>	<u>3,648,165</u>	<u>7,604,035</u>	<u>4,373,168</u>	<u>3,501,166</u>	<u>7,874,334</u>
Intercompany Acct-MHSA & TCMH	<u>(128,047)</u>	<u>128,047</u>	<u>-</u>	<u>370,961</u>	<u>(370,961)</u>	<u>-</u>
Long-Term Liabilities						
Mortgages and home loan	766,693	88,309	855,002	771,683	88,309	859,992
Net pension liability	5,462,528	-	5,462,528	5,462,528	-	5,462,528
Unearned MHSA revenue	-	465,625	465,625	-	276,421	276,421
Total Long-Term Liabilities	<u>6,229,221</u>	<u>553,934</u>	<u>6,783,154</u>	<u>6,234,211</u>	<u>364,730</u>	<u>6,598,940</u>
Liabilities Subject to Compromise						
Class 2 General Unsecured Claims	-	-	-	-	-	-
Class 3 Unsecured Claim of CAL DMH	397,351	-	397,351	397,351	-	397,351
Class 4 Unsecured Claim of LAC DMH	258,713	-	258,713	258,713	-	258,713
Total Liabilities Subject to Compromise	<u>656,064</u>	<u>-</u>	<u>656,064</u>	<u>656,064</u>	<u>-</u>	<u>656,064</u>
Total Liabilities	<u>10,713,107</u>	<u>4,330,145</u>	<u>15,043,253</u>	<u>11,634,403</u>	<u>3,494,935</u>	<u>15,129,339</u>
Deferred Inflow of Resources						
MHSA revenues restricted for future period	-	-	-	-	6,625,123	6,625,123
Deferred inflows related to the net pension liability	217,236	-	217,236	217,236	-	217,236
Total Deferred Inflow of Resources	<u>217,236</u>	<u>-</u>	<u>217,236</u>	<u>217,236</u>	<u>6,625,123</u>	<u>6,842,359</u>
NET POSITION						
Invested in capital assets net of related debt	544,899	5,881,018	6,425,917	493,753	5,949,989	6,443,742
Restricted for MHSA programs	-	26,145,344	26,145,344	-	16,204,682	16,204,682
Unrestricted	3,184,930	491,199	3,676,129	3,385,622	491,199	3,876,821
Total Net Position	<u>3,729,829</u>	<u>32,517,562</u>	<u>36,247,391</u>	<u>3,879,375</u>	<u>22,645,870</u>	<u>26,525,245</u>
Total Liabilities, Deferred Inflows of Resources and Net Position	<u>\$ 14,660,173</u>	<u>\$ 36,847,707</u>	<u>\$ 51,507,880</u>	<u>\$ 15,731,015</u>	<u>\$ 32,765,928</u>	<u>\$ 48,496,943</u>

Definitions:

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
TWO MONTH ENDED AUGUST 31, 2020 AND 2019

	PERIOD ENDED 8/31/20			PERIOD ENDED 8/31/19		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
OPERATING REVENUES						
Medi-Cal FFP	\$ 588,017	\$ 534,488	\$ 1,122,505	\$ 743,458	\$ 584,205	\$ 1,327,663
Medi-Cal SGF-EPSDT	118,380	96,864	215,244	144,016	98,023	242,039
Medicare	41	205	246	158	341	500
Grants and contracts	72,103	4,844	76,947	986	4,955	5,940
Patient fees and insurance	90	-	90	731	-	731
Rent income - TCMH & MHSA Housing	3,629	17,570	21,199	5,583	14,884	20,466
Other income	255	136	391	306	136	441
Net Operating Revenues	782,515	654,108	1,436,622	895,237	702,544	1,597,781
OPERATING EXPENSES						
Salaries, wages and benefits	1,362,073	2,160,386	3,522,459	1,201,802	1,932,925	3,134,728
Facility and equipment operating cost	92,324	202,176	294,500	125,061	185,510	310,571
Client lodging, transportation, and supply expense	41,568	230,228	271,796	23,331	94,124	117,455
Depreciation	22,923	68,971	91,894	14,278	58,617	72,895
Other operating expenses	87,576	207,537	295,113	125,714	188,160	313,874
Total Operating Expenses	1,606,464	2,869,298	4,475,763	1,490,186	2,459,336	3,949,522
OPERATING (LOSS) (Note 1)	(823,950)	(2,215,190)	(3,039,140)	(594,949)	(1,756,793)	(2,351,742)
Non-Operating Revenues (Expenses)						
Realignment	682,511	-	682,511	609,225	-	609,225
MHSA funds	-	12,054,552	12,054,552	-	10,529,438	10,529,438
Housing & Community Dev.-NPLH	(8,000)	-	(8,000)	-	-	-
Interest Income	6,680	32,330	39,010	18,021	90,037	108,058
Interest expense	(6,787)	-	(6,787)	(7,032)	-	(7,032)
Total Non-Operating Revenues (Expense)	674,404	12,086,882	12,761,286	620,214	10,619,475	11,239,689
INCOME (LOSS)	(149,546)	9,871,692	9,722,146	25,265	8,862,682	8,887,947
INCREASE (DECREASE) IN NET POSITION	(149,546)	9,871,692	9,722,146	25,265	8,862,682	8,887,947
NET POSITION, BEGINNING OF YEAR	3,879,375	22,645,870	26,525,245	3,229,029	21,242,083	24,471,112
NET POSITION, END OF MONTH	\$ 3,729,829	\$ 32,517,562	\$ 36,247,391	\$ 3,254,294	\$ 30,104,765	\$ 33,359,059

(Note 1) "Operating Loss" reflects loss before realignment funding and MHSA funding which is included in non-operating revenues.

Definitions:

Medi-Cal FFP= Federal Financial Participation Reimbursement

Medi-Cal SGF-EPSDT=State General Funds reimbursement for Medi-Cal services provided to children under the "Early and Periodic Screening, Diagnosis and Treatment" regulations.

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

**TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF CASH FLOWS
TWO MONTH ENDED AUGUST 31, 2020 AND 2019**

	PERIOD ENDED 8/31/20			PERIOD ENDED 8/31/19		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
Cash Flows from Operating Activities						
Cash received from and on behalf of patients	\$ 617,710	\$ 464,130	\$ 1,081,840	\$ 714,379	\$ 451,204	\$ 1,165,583
Cash payments to suppliers and contractors	(453,117)	(726,244)	(1,179,362)	(549,302)	(827,530)	(1,376,832)
Payments to employees	(1,786,713)	(1,963,333)	(3,750,046)	(1,570,126)	(1,780,845)	(3,350,971)
	<u>(1,622,121)</u>	<u>(2,225,447)</u>	<u>(3,847,568)</u>	<u>(1,405,049)</u>	<u>(2,157,171)</u>	<u>(3,562,219)</u>
Cash Flows from Noncapital Financing Activities						
MHSA Funding	-	5,618,633	5,618,633	-	3,425,746	3,425,746
Realignment	682,511	-	682,511	1,213,938	-	1,213,938
Housing & Community Development.-NPLH	(8,000)	-	(8,000)	-	-	-
	<u>674,511</u>	<u>5,618,633</u>	<u>6,293,144</u>	<u>1,213,938</u>	<u>3,425,746</u>	<u>4,639,683</u>
Cash Flows from Capital and Related Financing Activities						
Purchase of capital assets	(69,079)	-	(69,079)	(12,926)	(1,541)	(14,467)
Principal paid on capital debt	(4,990)	-	(4,990)	(4,744)	-	(4,744)
Interest paid on capital debt	(6,787)	-	(6,787)	(7,032)	-	(7,032)
Intercompany-MHSA & TCMH	(499,007)	499,007	-	(263,076)	263,076	-
	<u>(579,864)</u>	<u>499,007</u>	<u>(80,856)</u>	<u>(287,779)</u>	<u>261,535</u>	<u>(26,244)</u>
Cash Flows from Investing Activities						
Interest received	16,187	81,556	97,743	28,300	132,230	160,530
	<u>16,187</u>	<u>81,556</u>	<u>97,743</u>	<u>28,300</u>	<u>132,230</u>	<u>160,530</u>
Cash Flows from Reorganization Items						
Cash payments to Bankruptcy Class 3 and 4 Unsecured	-	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(1,511,287)	3,973,750	2,462,463	(450,589)	1,662,339	1,211,750
Cash Equivalents at Beginning of Year	7,395,355	23,736,461	31,131,816	7,483,365	24,449,208	31,932,573
Cash Equivalents at End of Month	<u>\$ 5,884,069</u>	<u>\$ 27,710,210</u>	<u>\$ 33,594,279</u>	<u>\$ 7,032,775</u>	<u>\$ 26,111,548</u>	<u>\$ 33,144,323</u>

Definitions:

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
ACTUAL TO BUDGET COMPARISON
TWO MONTH ENDING AUGUST 31, 2020
(UNAUDITED)

	TRI-CITY MENTAL HEALTH OUTPATIENT CLINIC (TCMH)			TRI-CITY MENTAL HEALTH SERVICES ACT (MHSA)			TRI-CITY MENTAL HEALTH AUTHORITY CONSOLIDATED		
	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance
OPERATING REVENUES									
Medi-Cal FFP	\$ 641,240	\$ 705,485	\$ (64,246)	\$ 582,866	\$ 755,809	\$ (172,943)	\$ 1,224,106	\$ 1,461,295	\$ (237,189)
Medi-Cal SGF-EPSDT	129,095	266,529	(137,434)	105,631	176,049	(70,418)	234,726	442,578	(207,851)
Medicare	41	500	(459)	205	233	(28)	246	733	(487)
Patient fees and insurance	90	417	(327)	-	-	-	90	417	(327)
Grants and contracts	72,103	48,794	23,309	4,844	-	4,844	76,947	48,794	28,154
Rent income - TCMH & MHSA Housing	3,629	6,050	(2,421)	17,570	18,408	(838)	21,199	24,458	(3,259)
Other income	255	-	255	136	-	136	391	-	391
Provision for contractual disallowances	(63,938)	(94,243)	30,305	(57,145)	(92,269)	35,124	(121,083)	(186,512)	65,429
Net Operating Revenues	782,515	933,531	(151,017)	654,108	858,231	(204,123)	1,436,622	1,791,762	(355,140)
OPERATING EXPENSES									
Salaries, wages and benefits	1,362,073	1,390,510	(28,437)	2,160,386	2,177,201	(16,815)	3,522,459	3,567,711	(45,252)
Facility and equipment operating cost	92,324	117,123	(24,799)	202,176	244,623	(42,447)	294,500	361,746	(67,246)
Client program costs	40,312	20,015	20,297	226,012	201,663	24,349	266,323	221,677	44,646
Grants	-	-	-	23,430	13,333	10,097	23,430	13,333	10,097
MHSA training/learning costs	-	-	-	-	25,835	(25,835)	-	25,835	(25,835)
Depreciation	22,923	15,268	7,656	68,971	59,876	9,094	91,894	75,144	16,750
Other operating expenses	88,833	105,553	(16,720)	188,323	225,814	(37,491)	277,156	331,368	(54,211)
Total Operating Expenses	1,606,464	1,648,469	(42,004)	2,869,298	2,948,346	(79,048)	4,475,763	4,596,815	(121,052)
OPERATING (LOSS)	(823,950)	(714,937)	(109,013)	(2,215,190)	(2,090,115)	(125,075)	(3,039,140)	(2,805,052)	(234,088)
Non-Operating Revenues (Expenses)									
Realignment	682,511	609,224	73,287	-	-	-	682,511	609,224	73,287
MHSA Funding	-	-	-	12,054,552	13,246,166	(1,191,614)	12,054,552	13,246,166	(1,191,614)
Housing & Community Dev.-NPLH	(8,000)	-	(8,000)	-	-	-	(8,000)	-	(8,000)
Interest (expense) income, net	(107)	4,498	(4,605)	32,330	55,333	(23,003)	32,223	59,832	(27,609)
Total Non-Operating Revenues (Expense)	674,404	613,722	60,682	12,086,882	13,301,499	(1,214,617)	12,761,286	13,915,222	(1,153,936)
Special Item: Net reorganization income (expense)	-	-	-	-	-	-	-	-	-
INCREASE(DECREASE) IN NET POSITION	\$ (149,546)	\$ (101,215)	\$ (48,331)	\$ 9,871,692	\$ 11,211,385	\$ (1,339,693)	\$ 9,722,146	\$ 11,110,169	\$ (1,388,023)

Definitions:

Medi-Cal FFP= Federal Financial Participation Reimbursement

Medi-Cal SGF-EPSDT=State General Funds reimbursement for Medi-Cal services provided to children under the "Early and Periodic Screening, Diagnosis and Treatment" regulations.

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

**TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
TWO MONTH ENDING AUGUST 31, 2020**

COMMENT: PLEASE NOTE, THE DISCUSSION BELOW MAY USE THE FOLLOWING ABBREVIATIONS:

TCMH==TRI-CITY MENTAL HEALTH (OUTPATIENT CLINIC OPERATIONS)

MHSA==MENTAL HEALTH SERVICES ACT (ACTIVITIES INCLUDE CSS, PEI, INN, WET AND CAP/TECH PROGRAMS)

Net Operating Revenues

Net operating revenues are lower than budget by \$355 thousand for the following reasons:

- 1 Medi-Cal FFP revenues for FY 2020-21** were \$237 thousand lower than the budget. Medi-Cal FFP revenues were \$64 thousand lower for TCMH and \$173 thousand lower for MHSA. At TCMH, the adult program revenues were higher than budget by \$65 thousand and the children program revenues were lower by \$129 thousand. For MHSA, the adult and older adult FSP programs were lower than budget by \$123 thousand and the Children and TAY FSP programs were lower by \$50 thousand.
- 2 Medi-Cal SGF-EPSTD revenues for fiscal year 2020-21** were lower than budget by \$208 thousand of which \$137 thousand lower were from TCMH and \$70 thousand lower were from MHSA. SGF-EPSTD relates to State General Funds (SGF) provided to the agency for provision of qualifying Medi-Cal services for Early Prevention Screening and Diagnostic Testing (EPSTD) to children and youth under 21 years. These funds are in addition to the FFP reimbursed by the federal government.
 - > *Medi-Cal and Medi-Cal SGF-EPSTD revenues are recognized when the services are provided and can vary depending on the volume of services provided from month to month. Projected (budgeted) services are based on estimated staffing availability and the assumption that vacant positions will be filled.*
- 3 Medicare revenues** are in line with the budget. Tri-City records revenue when the services are provided and the claims are incurred and submitted.
- 4 Grants and contracts** are higher than budget by \$28 thousand. Grants and Contracts are \$23 thousand higher for TCMH and \$5 thousand higher for MHSA. At TCMH, the higher revenues were due to the Measure H program which provides housing assistance to those who are at risk of homelessness in the three cities. At MHSA, the higher grants and contracts amount represents the Clifford Beers Housing's share of cost for funding a Residential Services Coordinator position to provide on-site services to all residents at the Holt Avenue Family Apartments.
- 5 Rent Income** was lower than the budget by \$3 thousand. The rental income represents the payments collected from the tenants staying at the Tri-City apartments on Pasadena and at the MHSA houses on Park Avenue and Baseline Rd.
- 6 Provision for contractual disallowances** for fiscal year 2020-21 is \$65 thousand lower than budget due to lower revenues.

Operating Expenses

Operating expenses were lower than budget by \$121 thousand for the following reasons:

- 1 Salaries and benefits** are \$45 lower than budget and of that amount, salaries and benefits are \$28 thousand lower for TCMH operations and are \$17 thousand lower for MHSA operations. These variances are due to the following:
 - TCMH** salaries were lower than budget by \$31 thousand. Direct clinical salaries were lower than budget by \$72 thousand, support services and administrative salaries were higher than the budget by \$41 thousand. Benefits are higher than budget by \$3 thousand.
 - MHSA** salaries are lower than budget by \$92 thousand. The direct program salary costs are lower by \$59 thousand due to vacant positions and the administrative salary costs are lower than the budget by \$33 thousand. Benefits are higher than budget by \$75 thousand. Of that, retirement contribution costs are higher by \$161 thousand due to the annual payment of the CalPERS unfunded accrued liability in July. The higher cost was offset by lower health insurance, workers compensation insurance and state unemployment insurance.
- 2 Facility and equipment operating costs** were lower than budget by \$67 thousand. Facility and equipment operating costs were \$25 thousand lower for TCMH and \$42 thousand lower for MHSA.
- 3 Client program costs** are higher than the budget by \$45 thousand.
- 4 Grants for fiscal year 2020-21** awarded under the Community Wellbeing project are higher than budget by \$10 thousand due to timing..

**TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
TWO MONTH ENDING AUGUST 31, 2020**

COMMENT: PLEASE NOTE, THE DISCUSSION BELOW MAY USE THE FOLLOWING ABBREVIATIONS:

TCMH==TRI-CITY MENTAL HEALTH (OUTPATIENT CLINIC OPERATIONS)

MHSA==MENTAL HEALTH SERVICES ACT (ACTIVITIES INCLUDE CSS, PEI, INN, WET AND CAP/TECH PROGRAMS)

- 5 **MHSA learning and training costs** are lower than the budget by \$26 thousand.
- 6 **Depreciation** is higher than budget by \$17 thousand.
- 7 **Other operating expenses** were lower than budget by \$54 thousand of which \$17 thousand lower was from TCMH and \$37 thousand lower was from MHSA. At TCMH, personnel recruiting fee, attorney fee and professional fees are all lower than the budget. For MHSA, professional fees are lower than the budget by \$43 thousand, attorney fees are lower by \$10 thousand, personnel ads are lower by \$4 thousand. These lower costs are offset by higher security expense.

Non-Operating Revenues (Expenses)

Non-operating revenues, net, are lower than budget by approximately \$1.2 million as follows:

- 1 **TCMH non-operating revenues** are \$61 thousand higher than the budget. Of that, realignment fund is higher than budget by \$73 thousand. Interest income netted with interest expense is lower by \$4 thousand. and Housing and Community Development revenue is lower by \$8 thousand. In August, Tri-City refunded the amount to the California Department of Housing, the un-used balance of the original \$100 thousand funded to Tri-City for the No Place Like Home project.
- 2 **MHSA non-operating revenue** is approximately \$1.2 million lower than the budget. In accordance with Government Accounting Standards Board, MHSA funds received and available to be spent must be recorded as non-operating revenue as soon as the funds are received. Funds are available to be spent when an MHSA plan and related programs have been approved and the proposed expenditures for those programs have been approved through an MHSA plan, MHSA update, or State Oversight and Accountability Commission.

The differences in actual to budget are broken out as follows:

	Actual	Budget	Variance
CSS funds received and available to be spent	\$ 10,651,652	\$ 10,712,194	\$ (60,542)
PEI funds received and available to be spent	1,086,462	2,217,534	(1,131,072)
WET funds received and available to be spent	-	-	-
CAP/TECH funds received and available to be spent	-	-	-
INN funds received and available to be spent	316,438	316,438	-
Non-operating revenues recorded	<u>\$ 12,054,552</u>	<u>\$ 13,246,166</u>	<u>\$ (1,191,614)</u>

CSS recorded revenue is lower than budget by approximately \$61 thousand. The difference is due to amounts received and available for the CSS plan through August 2020. The additional funds received during the fiscal year 2020-21 will be recorded as revenue up to the budgeted amount.

PEI recorded revenue is lower than budget by \$1.1 million for the same reason as mentioned above. The additional funds received during the fiscal year 2020-21 will be recorded as revenue up to the budgeted amount.

INN recorded revenue is in line with the budget.

Interest income for MHSA is lower than budget by \$23 thousand.

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
TWO MONTH ENDED AUGUST 31, 2020 AND 2019

	PERIOD ENDED 8/31/20			PERIOD ENDED 8/31/19		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
REVENUES						
Medi-Cal FFP, net of reserves	\$ 588,017	\$ 534,488	\$ 1,122,505	\$ 743,458	\$ 584,205	\$ 1,327,663
Medi-Cal SGF-EPSDT	118,380	96,864	215,244	144,016	98,023	242,039
Medicare	41	205	246	158	341	500
Realignment	682,511	-	682,511	609,225	-	609,225
MHSA funds	-	12,054,552	12,054,552	-	10,529,438	10,529,438
Grants and contracts	72,103	4,844	76,947	986	4,955	5,940
Housing & Community Dev.-NPLH	(8,000)	-	(8,000)	-	-	-
Patient fees and insurance	90	-	90	731	-	731
Rent income - TCMH & MHSA Housing	3,629	17,570	21,199	5,583	14,884	20,466
Other income	255	136	391	306	136	441
Interest Income	6,680	32,330	39,010	18,021	90,037	108,058
Total Revenues	1,463,705	12,740,990	14,204,695	1,522,484	11,322,018	12,844,502
EXPENSES						
Salaries, wages and benefits	1,362,073	2,160,386	3,522,459	1,201,802	1,932,925	3,134,728
Facility and equipment operating cost	92,324	202,176	294,500	125,061	185,510	310,571
Client lodging, transportation, and supply expense	41,568	230,228	271,796	23,331	94,124	117,455
Depreciation	22,923	68,971	91,894	14,278	58,617	72,895
Interest expense	6,787	-	6,787	7,032	-	7,032
Other operating expenses	87,576	207,537	295,113	125,714	188,160	313,874
Total Expenses	1,613,251	2,869,298	4,482,549	1,497,218	2,459,336	3,956,555
INCREASE (DECREASE) IN NET POSITION	(149,546)	9,871,692	9,722,146	25,265	8,862,682	8,887,947
NET POSITION, BEGINNING OF YEAR	3,879,375	22,645,870	26,525,245	3,229,029	21,242,083	24,471,112
NET POSITION, END OF MONTH	\$ 3,729,829	\$ 32,517,562	\$ 36,247,391	\$ 3,254,294	\$ 30,104,765	\$ 33,359,059

NOTE: This presentation of the Change in Net Assets is NOT in accordance with GASB, but is presented only for a simple review of Tri-City's revenue sources and expenses.

Definitions:

Medi-Cal FFP= Federal Financial Participation Reimbursement

Medi-Cal SGF-EPSDT=State General Funds reimbursement for Medi-Cal services provided to children under the "Early and Periodic Screening, Diagnosis and Treatment" regulations.

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**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: October 21, 2020

TO: Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director

FROM: Nancy Gill, Chief Operations Officer

SUBJECT: Monthly Operations Report

LIFE PROGRAM

Tri-City will be submitting an application this month for the LIFE (Low Income Fare is Easy) Program to assist our clients, without other transportation resources, get access to free transportation. International Institute of Los Angeles serves as the Administrator for this program that is funded through a grant with Los Angeles County Metropolitan Transportation Authority. The LIFE program offers long term and short term transportation assistance to low income families residing in Los Angeles County.

PROPERTY AND LIABILITY SURVEY

Tri-City's property carrier, Philadelphia Insurance Company is scheduled to perform property and liability surveys on November 6th at the following locations:

2008 N Garey Ave
Pomona, CA 91767

786 N Park Ave
Pomona, CA 91768

The Facilities Department is working with the Housing Department and Property Management to prepare for these surveys.

IIPP ADDENDUM

Tri-City's Injury and Illness Prevention Program (IIPP) Manual has been updated to include current COVID-19 protocols that management has implemented to comply with all CDC, state, and county public health agencies.



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: October 21, 2020

TO: Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director

FROM: Angela Igrisan, LCSW, Chief Clinical Officer

SUBJECT: Monthly Clinical Services Report

ACCESS TO CARE

The Access to Care team processed a total of 201 service requests made for adults in the month of September. In terms of request type, 8 were walk-in service requests, 183 were called-in, 6 were SRTS referrals, 1 was in-writing referral and 3 were FSP/FCCS referrals. There was a total of 40 service requests that were hospital discharges

As for the Children's location, there was a total of 72 service requests received at the Royalty location for children and TAY in the month of September. Of the 72 service requests, 0 were walk-in, 42 were called-in, 25 were in-writing referrals, 5 FSP referral and 0 SRTS referrals. There were 11 hospital discharges. This is the largest number of hospital discharges reported via call center data at service request for children/TAY department within the last three years.

ADULT SERVICES

Data from the Adult team for the month of September includes 79 participants in the Foundational Recovery group, 390 people received individual therapy, and 536 people received other types of clinical interventions. Services have been completed in the field, on the phone, via video conference, and in person at the Garey location.

5 staff attended a 3-part video conference training on Black Male Grief with Dr. Lipscomb. Positive response from those who attended. The adult team will seek to send more staff to train on same topic in 01/21 and utilize Dr. Lipscomb for ongoing consultation regarding specific treatment issues for African American men.

CHILD AND FAMILY TEAM

September saw a nice increase in referrals to the School Partnership Team with 24 coming in from 4 School Districts (3 cities plus SOA). Additionally, the Early Psychosis Prevention Team provided a virtual presentation to the Pomona USD's staff development day. About 25 teachers attended and received training on the early warning signs of psychosis.

Speaking of the Early Psychosis Program, the team has moved along with the final phase of PIER training focusing on the multifamily group. There are 25 people being trained including the substance use counselor, employment specialists, and peer advocate. Staff have provided positive feedback about training. In fact, in the last week there have been two cases that meet the criteria for the early psychosis program. These two cases will be the first two youth enrolled in the program and will begin to receive FSP services including one client with early prodromal warning signs of psychosis. Without the training, these subtleties may have been missed and the client's illness left to worsen.

The Children's FSP team notes an increase in the number of families experiencing homelessness. Several families had been experiencing homeless or were at risk of homelessness prior to COVID. And now, families that were already vulnerable or at risk have now transitioned to the homeless stage. Right now, TCMH serves 8 families experiencing homelessness and 7 Transitional Aged Youth.

CLINICAL WELLNESS ADVOCATES

During the month of September, the Clinical Wellness Advocates helped 146 people by sharing their personal stories of growth and recovery. They empowered clients to reconnect with the Substance Use program, stay safe from an abusive spouse, apply for CalFresh, and a variety of other things.

They attended a number of trainings/collaboration meetings including CalMHSA Peer Collaboration Tech Suite meeting and Mental Health America's Annual Conference. Targeted project improvement participation by CWAs include the OPII Substance Use and the Adelante Latino & Hispanic Wellness Advisory Council.

CWA assistance at the Project Room Key continues.

THERAPEUTIC COMMUNITY GARDEN

On September 22nd, TCG started a new internal endeavor addressing food insecurities in our community. The Therapeutic Community Garden has always incorporated harvest giveaways into our groups, more recently however, we have expanded our harvest giveaway resource to non TCG clients who are working with staff in other departments. When available, TCG will coordinate with staff and provide them a produce bag if the client is lacking fresh produce, experiencing food insecurity or struggling with identifying the funds to buy healthy alternatives. This of course is based on what the garden has available and is meant to supplement their primary use of food banks in the community. TCG staff will continue to work closely together to arrange for these transactions and be an additional source for fresh, organic and seasonal produce.

Something that was notable in TCG groups this month was the increased use of hands on and experiential activities in our virtual groups. Transitioning to virtual groups was a challenge across the board for clients, participants and staff alike. TCG however also lost the ability to touch soil, water seedlings, pick harvest and pull weeds; which is a major component of groups that work from a Therapeutic Horticulture lens. Accordingly, the TCG team worked together to plan in advance for sessions to be more interactive. TCG staff meet with clients and participants before the scheduled sessions in order to provide herbs, produce and materials for virtual activities. This month participants were provided several envelopes with their harvest containing herbs for a sensory activity. They were prompted to observe, smell, touch, crunch and smash the various herbs throughout the activity. We found this to be a huge success and plan on increasing these types activities during our virtual groups in the future.

TCG staff hosted an participated in many activities last month including developing a partnership with Mt. San Antonio Gardens community of 500 older adult residents, NAMI racial trauma webinar, Understanding Horticulture for Health and Wellbeing Webinar Series sponsored by the American Horticulture Therapy Association, Suicide Prevention, and others.

SUCCESS STORY-Adult Outpatient

Client was admitted into services on April 22, 2020. Her husband had left her and her children (with an active custody battle). At the beginning of treatment, client was frequently placed in the crisis on-call list because of feeling severely overwhelmed and depressed. At some point, client was at risk for grave disability due to severe feelings of hopelessness surrounding getting her children back. At this time, client had a difficult time practicing self-care and being able to utilize positive coping skills.

19 individual therapy sessions later and never missing an appointment with her therapist, client has taken great strides in her self-care work. She actively utilizes unique coping skills such as photographing squirrels and rehabilitating squirrels. Client has developed keen insight on her own mental health. She is receptive to changing behaviors she recognizes as maladaptive and practicing positive behaviors such as effective and assertive communication towards friends and family, increased utilization of positive support systems and improvement in regulating her symptoms. Since July 2020, client has not been placed on the on-call list.



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: October 21, 2020

TO: Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director

FROM: Dr. Seeyam Teimoori, Medical Director

SUBJECT: Medical Director's Monthly Report

**TRI-CITY INTENSIVE OUTREACH AND ENGAGEMENT TEAM (IOET) AND
SUPPLEMENTAL CRISIS TEAM SERVICES IN SEPTEMBER 2020**

IOET Program

- Number of all new outreach= 114
- Number client given intake appointments= 72
- Number of clients opened= 30
- Total number of ALL clients outreached= 253
- Total number of homeless served=150
- Percentage of clients outreached that are homeless= 59%
- Percentage of clients enrolled this month in formal services that are homeless= 23%
- Total number clients outreached since inception: 2993
- Total number clients enrolled since inception: 1084

Service area:

- Pomona= 219
- Laverne= 6
- Claremont= 28
- Total= 253

American Recovery Center:

- Number of new referrals outreached-9
- Number enrolled this month-8
- Number pending intakes-5

Health Issues:

- Number of initial health assessments completed= 25
- Number of clients linked to PCP appointments with IOET LPT=19

Supplemental Crisis Calls

- Number of calls received- 12

Service Area:

- Pomona- 8
- Laverne- 0
- Claremont-1
- Outside service area- 3

ADDITIONAL SERVICES UPDATE

To address and prepare for the adverse negative effects that the COVID-19 pandemic is having on our community's mental health (and after discussion with the Executive Team and our psychiatrists) it was decided to plan the implementation of the Zero Suicide model in our agency.

The Zero Suicide framework is a system-wide, organizational commitment to safer suicide care in health and behavioral health care systems. The framework is based on the realization that suicidal individuals often fall through the cracks in a sometimes fragmented and distracted health care system. A systematic approach to quality improvement in these settings is both available and necessary.

Inspired by health care systems that had seen dramatic reductions in patient suicide, Zero Suicide began as a key concept of the 2012 National Strategy for Suicide Prevention, and quickly became a priority of National Action Alliance for Suicide Prevention (Action Alliance), and a project of Education Development Center's Suicide Prevention Resource Center (SPRC), supported by the Substance Abuse and Mental Health Services Administration (SAMHSA).

Essential Elements of Suicide Care:

1. Lead system-wide culture change committed to reducing suicides
2. Train a competent, confident, and caring workforce
3. Identify individuals with suicide risk via comprehensive screening and assessment
4. Engage all individuals at-risk of suicide using a suicide care management plan
5. Treat suicidal thoughts and behaviors using evidence-based treatments
6. Transition individuals through care with warm hand-offs and supportive contacts
7. Improve policies and procedures through continuous quality improvement

For health care systems, this approach represents a commitment:

- To patient safety, the most fundamental responsibility of health care.
- To the safety and support of clinical staff, who do the demanding work of treating and supporting suicidal clients.



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: October 21, 2020

TO: Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director

FROM: Rimmi Hundal, Director of MHSA & Ethnic Services

SUBJECT: Monthly MHSA and Ethnic Services Report

ETHNIC SERVICES

September marked the launch of two new advisory councils open for community members and local partners to attend. ¡Adelante! Latino and Hispanic Wellness Committee was held via RingCentral on September 10, 2020 with a total of 6 attendees and will be regularly held via RingCentral on the 2nd Thursday of the month at 2:30 pm. LGBTQ+ Wellness Committee was held on September 22, 2020 with a total of 5 attendees and will be regularly held on the 3rd Tuesday of the month at 11:00 am. The African American Family and Wellness Advisory Council met on Thursday, September 24th and will continue to meet every 4th Thursday of the month at 10:30 am.

During these meetings, community members were invited to share targeted goals they would like to accomplish through their involvement in the advisory councils.

¡Adelante! members expressed the need for the following

1. Safe and affordable housing resources/services for Latino and Hispanic communities
2. The need to increase bilingual collateral material to improve access for monolingual residents and promote Tri-City services/resources.
3. Reducing mental health stigma among Latino and Hispanic communities through outreach and education efforts/activities; and improving and developing engagement strategies with undocumented individuals and families in order to build trust and reduce fear of seeking mental health care.

LGBTQ+ Wellness members shared their positive experiences with personal experiences with accessing and/or receiving services within Tri-City's System of Care, and they developed an initial set of goals for the council. These include

1. Connecting with local high schools and colleges to promote resources and build on-campus support for LGBTQ+ youth (if not available),
2. Outreaching to transgender community, particularly BIPOC (Black, Indigenous and People of Color) and build a bridge to care due to current lack of support services available in the Tri-City area

3. Developing strategic partnerships with local organizations that support LGBTQ+ communities to promote awareness, reduce stigma and build support. LGBTQ+ members are also brainstorming a new name for the advisory council to improve outreach.

The African American Family Wellness Advisory Council (AAFWAC) is planning a virtual community townhall on Tuesday, November 10, 2020 at 6:00 pm. It will feature guest panelists Dr. Allen Lipscomb (Psychologist and Professor from CSUN), Dr. Olusula (Psychiatrist from Tri-City) and Dr. Teimoori (Medical Director from Tri-City) and will focus on the impact of mental health on physical health among the Black/African American community. AAFWAC is also in the process of launching a book club. Based on member feedback, AAFWAC will first read *Breaking the Chains of Psychological Slavery* by Dr. Na'im Akba, Ph.D., one of the world's most distinguished African American psychologists.

All three advisory councils stated a vested interest in building community partnerships with local organizations, nonprofits, faith-based groups, etc. to strengthen community capacity and increase access to support for these targeted communities.

MHSA COMMUNITY PLANNING PROCESS

The first virtual Stakeholder Meeting and MHSA Orientation for FY 2020-21, was held on Wednesday, September 30 with 41 participants. Of those in attendance; 40% were new stakeholders and 32% have been a part of Tri-City's stakeholder process for over 3 years. The presentation focused on providing both new and existing stakeholders with an overview of the Mental Health Services Act (MHSA) as well as a description of current MHSA programs. Following the comprehensive presentation, 100% of stakeholders polled indicated they support Tri-City's current MHSA programs as stated or agreed with the majority of the programs.

MHSA workgroups took place on Thursday, October 15. These workgroups focused on reviewing the Community Services and Supports (CSS) and Prevention and Early Intervention (PEI) programs in greater detail. The link to register for these informative workgroups was posted on Tri-City's website under "Events".

PREVENTION AND EARLY INTERVENTION (PEI)

Peer Mentor Program

The FY 2020-2021 Peer Mentor Program year began on September 8, 2020. Peer Mentors will meet bi-weekly on Tuesday evenings throughout the year. The program has 16 returning mentors and 12 new mentors making a total of 28 mentors and 11 of the new mentors have identified themselves with having lived experience.

The Peer Mentors can provide support in the following languages: Hindi, Malayalam, Tamil, English, Korean, Spanish and Cantonese.

Stigma Reduction

September's Suicide Prevention Awareness Month was full of weekly social media postings and online tool kits with resources shared on Tri-City's website. Program staff prepared and distributed 100 suicide prevention tool kits/bags to the local Blue Shield food bank. All these efforts were made to bring and share awareness about suicide with all community members and partners. Program Staff provided two "Know The Signs"-Suicide Prevention presentations to community members and partners and hosted a Community Connections webinar during which three individuals shared their stories of strength, resiliency, and encouragement as they are all survivors.



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: October 21, 2020

TO: Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director

FROM: Natalie Majors-Stewart, Chief Compliance Officer

SUBJECT: Monthly Best Practices Report

COMPLIANCE & BEST PRACTICES

There are several process & protocol updates that have been in development and implementation. These updates are essential in order to maintain quality services, quality of workflow, quality outcomes, and furthermore compliance with regulatory guidelines and standards. These updates include but are not limited to the following areas:

- Notice of Adverse Benefit Determinations
- ICD-10 Included Diagnoses [International Statistical Classification of Diseases and Related Health Problems]
- Intensive Care Coordination and Intensive Home-Based Services
- Targeted Case Management Needs Evaluation
- Cultural Competence Plan

AUDITS, DATA, MONITORING & EVALUATION

Documentation Procedures

In order to ensure that the State and County requirements for direct data submissions of Service Request Logs (SRL) and Client and Service Information (CSI) are fulfilled, the Quality Assurance Team (QA) continues to work through needs with both our Access to Care Team and our Electronic Health Record Vendor (Welligent).

In addition, the QA team continues to work on the development of transitioning some of the Documentation Weekly Trainings (DWT), for new clinical hires, into virtual self-study training format. In addition, the QA team is working on different training videos for clinical programs, such as: how to complete a case transfer, and how to access documentation shared drive and save it to your computer.

Also, the QA team is working on process and documentation modifications to the intake and assessment of clients. These modifications will improve efficiency when a client is transferred to a new program or returns to the clinic for services after discharge.

Documentation Reviews

The Quality Assurance Team (QA) also has continued to complete standard chart reviews to continually monitor and assess the quality of services and documentation.

Data Collection, Analysis and Reporting

The Quality Improvement Team (QI) prepared a report based on the Consumer Perception Surveys that are administered twice a year. The results from these surveys are also used as a part of the clinical programs' performance accountability. Overall, there was a high level of satisfaction across the programs for clients and family members. Respondents from all programs reported a high level of satisfaction (over 90%) with their services and agreement that services were available at times that were good for the client and that staff were sensitive to their cultural/ethnic background. Comments included, "Tri-City has been very helpful to me. They have helped me so much to change my life," "I'm a stronger advocate for my son," "The most helpful thing is the compassion and understanding of the therapist," "I'm very happy with my therapist and with Tri-City's services," and "I really liked that you all helped my daughter control her emotions."

An additional report was prepared for the results of a client/participant COVID services. This survey was designed to understand whether respondents were satisfied with their services during COVID, their service delivery preference, their access to technology for services and how important safety precautions were for them. Overall, 83% of respondents reported satisfaction with interactions with Tri-City staff and 81% of respondents reported satisfaction with privacy during their appointments, groups, or visits. Also, 72% of respondents reported that they prefer to receive services at home and 78% reported that they had the necessary equipment to do video calls. When it came to safety precautions when returning to Tri-City, the three most important to respondents were: 1: Wearing a mask (93%) 2: Proper cleaning and sanitation (89%) 3: Physically distancing (87%).

TRAININGS & IN-SERVICES

In-Service Training

Clinical programs received in-service training pertaining to updates to the Assessment and Intake Electronic Health Record (E.H.R.) form and the QA Bulletin.

New Employee Training

During the month of September, three documentation trainings were held, where four staff completed the 12-session documentation training course. Additionally, 14 staff attended the electronic health record orientation training, and five staff participated in an electronic health record training that was focused on how to navigate the group session module. Trainings are being provided through live videoconference and self-study formats.

Other Training

The Manager of Best Practices collaborated with the MHSA department and Pomona Unified School District (PUSD), in order to coordinate the CANS (Child and Adolescent Needs and Strengths) Tool Training and Certification, for PUSD Clinical staff and Tri-City Student Interns. The Child and Adolescent Needs and Strengths Tool will be utilized to evaluate and monitor participants in the Pomona Vision 2030 project.