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Tri-City Mental Health Authority
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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
Paula Lantz (Pomona), Board Member
John Nolte (Pomona), Board Member
Elizabeth Ontiveros-Cole (Pomona), Board Member
Ronald T. Vera (Claremont), Board Member

GOVERNING BOARD AGENDA

WEDNESDAY, JULY 21, 2021

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_8Y_GiMW9T3Ch39HP2L1E0w

Or you may call: 1 (213) 250-5700

Webinar ID: 149 122 1077

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 Lantz, Board Member Nolte, Board Member Ontiveros-Cole, and 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 JUNE 16, 2021 GOVERNING BOARD REGULAR MEETING**

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of June 16, 2021.”

2. CONSIDERATION OF RESOLUTION NO. 592 ESTABLISHING MENTAL HEALTH SERVICES ACT (MHSA) CAPITAL FACILITIES AND TECHNOLOGICAL NEEDS (CFTN) PLAN AND PROJECTS POLICY AND PROCEDURE NO. IV.16 EFFECTIVE JULY 21, 2021

Recommendation: “A motion to adopt Resolution No. 592 establishing Policy and Procedure No. IV.16 – MHSA Capital Facilities and Technological Needs Plan and Projects, effective July 21, 2021.”

3. CONSIDERATION OF RESOLUTION NO. 593 ESTABLISHING MENTAL HEALTH SERVICES ACT (MHSA) COMMUNITY SERVICES AND SUPPORTS (CSS) PLAN PROGRAMS AND SERVICES POLICY AND PROCEDURE NO. IV.17 EFFECTIVE JULY 21, 2021

Recommendation: “A motion to adopt Resolution No. 593 establishing Policy and Procedure No. IV.17 – MHSA Community Services and Supports Plan Programs and Services, effective July 21, 2021.”

4. CONSIDERATION OF RESOLUTION NO. 594 ESTABLISHING MENTAL HEALTH SERVICES ACT (MHSA) WORKFORCE EDUCATION AND TRAINING (WET) PLAN AND PROGRAM POLICY AND PROCEDURE NO. IV.18 EFFECTIVE JULY 21, 2021

Recommendation: “A motion to adopt Resolution No. 594 establishing Policy and Procedure No. IV.18 – MHSA Workforce Education and Training Plan and Program, effective July 21, 2021.”

- 5. CONSIDERATION OF RESOLUTION NO. 595 ESTABLISHING CLASS SPECIFICATION AND SALARY RANGE FOR THE POSITION OF COMPLIANCE ADMINISTRATOR; AND REVISING THE AUTHORITY'S CLASSIFICATION AND SALARY SCHEDULE TO REFLECT THIS CHANGE EFFECTIVE JULY 21, 2021**

Recommendation: “A motion to adopt Resolution No. 595 establishing and adding the position of Compliance Administrator to Tri-City's Classification and Salary Schedule effective July 21, 2021.”

- 6. CONSIDERATION OF RESOLUTION NO. 596 CONTINUING THE TEMPORARY EXPANSION OF VACATION AND COMPENSATORY CASH OUT POLICY AND PROCEDURE NO. I.17 EFFECTIVE FISCAL YEAR 2021-22**

Recommendation: “A motion to adopt Resolution No. 596 continuing the Temporary Expansion of Vacation and Compensatory Cash-Out Policy No. I.17 for Fiscal Year July 1, 2021 through June 30, 2022.”

NEW BUSINESS

- 7. CONSIDERATION TO RE-APPOINT JOAN M. REYES, WRAY RYBACK, AND DAVID J. WELDON AS MEMBERS TO THE TRI-CITY MENTAL HEALTH COMMISSION**

Recommendation: “A motion to reappoint Joan M. Reyes, Wray Ryback, and David J. Weldon as members to the Mental Health Commission for a three-year term expiring on June 2024.”

- 8. CONSIDERATION OF RESOLUTION NO. 597 ADOPTING REVISED CLASSIFICATION AND SALARY SCHEDULE REFLECTING A 3% COST OF LIVING ADJUSTMENT (COLA) INCREASE EFFECTIVE JULY 1, 2021**

Recommendation: “A motion to adopt Resolution No. 597 establishing a revised Classification and Salary Schedule for Tri-City Mental Health Authority reflecting a 3% COLA increase effective July 1, 2021.”

- 9. CONSIDERATION OF RESOLUTION NO. 598 ADOPTING THE TRI-CITY MENTAL HEALTH AUTHORITY ESSENTIAL WORKER BONUS EFFECTIVE JULY 21, 2021**

Recommendation: “A motion to adopt Resolution No. 598 approving the Tri-City Mental Health Authority Essential Worker Bonus effective July 21, 2021.”

10. CONSIDERATION OF RESOLUTION NO. 599 AWARDED A THREE-YEAR AGREEMENT TO ALL AMERICAN SECURITY FOR SECURITY GUARD SERVICES BEGINNING JULY 22, 2021, IN THE AMOUNT OF \$1,654,706, WITH AN OPTION TO EXTEND TWO ADDITIONAL YEARS; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT

Recommendation: “A motion to award the Agreement for Security Guard Services to All American Security and adopt Resolution No. 599 authorizing the Executive Director to execute the Agreement in the amount of \$1,654,706 for three years beginning July 22, 2021, with an option to extend two additional years, totaling \$2,879,588 for five years.”

11. CONSIDERATION OF RESOLUTION NO. 600 AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A THREE-YEAR AGREEMENT WITH PRIORITY BUILDING SERVICES, LLC FOR JANITORIAL SERVICES BEGINNING AUGUST 17, 2021, IN THE AMOUNT OF \$328,821, WITH AN OPTION TO EXTEND AN ADDITIONAL TWO YEARS

Recommendation: “A motion to award the Agreement for Janitorial Services to Priority Building Services and adopt Resolution No. 600 authorizing the Executive Director to execute the Agreement in the amount of \$328,821 for three years beginning August 17, 2021, with an option to extend an additional two years totaling \$551,191 for five years.”

12. APPROVAL OF RESOLUTION NO. 601 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PERFORMANCE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS) FOR MENTAL HEALTH SERVICES ACT (MHSA) FUNDS

Recommendation: “Staff recommends that the Governing Board adopt Resolution No. 601 authorizing the Executive Director to act on behalf of Tri-City to enter into, execute, complete and deliver any and all documents required or deemed necessary or appropriate to enter into contract with the DHCS.”

13. CONSIDERATION OF RESOLUTION NO. 602 APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A COMMERCIAL LEASE, PROFESSIONAL SERVICES AGREEMENT, AND BUSINESS ASSOCIATE AGREEMENT WITH GENOA HEALTHCARE, LLC, FOR ESTABLISHING AND PROVIDING PHARMACY AND RELATED SERVICES AT TCMHA PROPERTY LOCATED AT 2008 N GAREY AVENUE IN POMONA, CALIFORNIA AT A FAIR MARKET VALUE

Recommendation: “A motion to adopt Resolution No. 602 approving and authorizing the Executive Director to execute a Commercial Lease, Professional Services Agreement, and Business Associate Agreement with Genoa Healthcare, LLC, for establishing and providing pharmacy and related services at a Fair Market Value at TCMHA property located at 2008 N. Garey Avenue in Pomona, CA.”

14. APPROVAL OF RESOLUTION NO. 603 ADOPTING THE PROPOSED OPERATING BUDGET AND CASH FLOW BUDGET FOR FY 2021-22

Recommendation: “A motion to approve Resolution No. 603 adopting Tri-City’s FY 2021-22 Operating Budget and Cash Flow Budget.”

MONTHLY STAFF REPORTS**15. TONI NAVARRO, EXECUTIVE DIRECTOR REPORT****16. DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT****17. LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT****18. SEEYAM TEIMOORI, MEDICAL DIRECTOR REPORT****19. RIMMI HUNDAL, DIRECTOR OF MHSA AND ETHNIC SERVICES REPORT****20. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT****21. KEN RIOMALES, CHIEF INFORMATION OFFICER REPORT**

Recommendation: “A motion to receive and file the month of July 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, September 15, 2021 at 5:00 p.m.**, via teleconference due to the COVID-19 pandemic. The Governing Board is Dark during the month of August.

MICAELA P. OLMOS
JPA ADMINISTRATOR/CLERK



MINUTES
REGULAR MEETING OF THE GOVERNING BOARD
JUNE 16, 2021 – 5:00 P.M.

The Governing Board held on Wednesday, June 16, 2021 at 5:00 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 5:00 p.m.

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

GOVERNING BOARD

PRESENT: Robin Carder, City of La Verne, Chair
Carolyn Cockrell, City of La Verne, Board Member
Paula Lantz, City of Pomona, Board Member
John Nolte, City of Pomona, Board Member
Elizabeth Ontiveros-Cole, City of Pomona, Board Member
Ronald T. Vera, City of Claremont, Board Member
Jamie Earl, City of Claremont, Alternate Board Member

ABSENT: Jed Leano, City of Claremont, Vice-Chair

STAFF: Toni Navarro, Executive Director
Darold Pieper, General Counsel
Diana Acosta, Chief Financial Officer
Elizabeth Renteria, Chief Clinical Officer
Seeyam Teimoori, Medical Director
Rimmi Hundal, Director of MHSA & Ethnic Services
Natalie Majors-Stewart, Chief Compliance Officer
Ken Riomales, Chief Information Officer
Mica Olmos, JPA Administrator/Clerk

CONSENT CALENDAR

There being no comment, Board Member Vera moved, and Board Member Cockrell seconded, to approve the Consent Calendar. The motion was carried by the following vote, with Board Member Vera abstaining from approval of Items Nos. 2 and 3: AYES: Alternate Board Member Earl; Board Members Cockrell, Lantz, Nolte, Ontiveros-Cole, and Vera; and Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Vice-Chair Leano.

AGENDA ITEM NO. 1

1. APPROVAL OF MINUTES FROM THE MAY 19, 2021 GOVERNING BOARD AND MENTAL HEALTH COMMISSION REGULAR JOINT MEETING

Recommendation: “A motion to approve the Minutes of the Governing Board and Mental Health Commission Regular Joint Meeting of May 19, 2021.”

2. CONSIDERATION OF RESOLUTION NO. 585 ESTABLISHING MENTAL HEALTH SERVICES ACT (MHSA) COMMUNITY PROGRAM PLANNING PROCESS (CPPP) POLICY AND PROCEDURE NO. IV.14, EFFECTIVE JUNE 16, 2021

Recommendation: “A motion to adopt Resolution No. 585 establishing Policy and Procedure No. IV.14 – MHSA Community Program Planning Process, effective February 16, 2021.”

3. CONSIDERATION OF RESOLUTION NO. 586 ESTABLISHING MENTAL HEALTH SERVICES ACT (MHSA) INNOVATION PLAN PROJECTS POLICY AND PROCEDURE NO. IV.15, EFFECTIVE JUNE 16, 2021

Recommendation: “A motion to adopt Resolution No. 586 establishing Policy and Procedure No. IV.15 – MHSA Innovation Plan Projects, effective June 16, 2021.”

NEW BUSINESS

4. CONSIDERATION OF RESOLUTION NO. 587 AWARDING CONTRACT TO CERNER CORPORATION FOR ELECTRONIC HEALTH RECORDS SOFTWARE PLATFORM SERVICES AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ITS MASTER SERVICES AGREEMENT FOR THREE YEARS IN THE AMOUNT OF \$867,816.00, WITH AN OPTION TO EXTEND AN ADDITIONAL TWO YEARS

Executive Director Navarro stated that Tri-City has had the same Electronic Health Record (EHR) system for approximately 10 years and during the past few years, there have been more requirements by Medicaid and State regulations, noting that unfortunately our current EHR system has not been able to keep up; thus, staff looked into getting a new HER platform that will take us into the future and also increase our efficiency for documentation and billing processes.

Chief Information Officer Riomales reported that a Request For Proposals (RFP) was published in 2020; that four vendors submitted proposals and that two Proposers, Cerner and Netsmart, were selected to move forward to the next round; that ultimately Cerner was the best selection for the agency for a multitude of reasons, including having a high rated uptime, reliability, strong workflow, clinical process framework, more anywhere recurring cost compared to Netsmart; and that with the inception of the CARES (Coronavirus Aid, Relief, and Economic Security) Act, there are some mandates with regards to regulatory issues, such as interoperability and ability for patients to view their records which unfortunately Tri-City's current EHR system is not capable of handling at this particular time; that Cerner represents 29 of the 58 counties within California that it lends itself to the future goals of Tri-City regarding integration.

Board Member Vera inquired when the rollout or transition was expected to occur. CIO Riomales replied it is anticipated in the second quarter in 2022.

There being no further comment, Board Member Vera moved, and Board Member Ontiveros-Cole seconded, to adopt Resolution No. 587 approving a Master Services Agreement with Cerner for Electronic Health Records Software Platform services in the amount of \$867,816.00; and authorizing the Executive Director to execute the Agreement. The motion was carried by the following vote: AYES: Alternate Board Member Earl; Board Members Cockrell, Lantz, Nolte, Ontiveros-Cole, and Vera; and Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Vice-Chair Leano.

5. CONSIDERATION OF AWARDING COMMUNITY WELLBEING GRANTS FOR FISCAL YEAR 2021-22 UNDER THE COMMUNITY CAPACITY BUILDING PROJECT OF THE PREVENTION AND EARLY INTERVENTION (PEI) PLAN

Director of MHSA and Ethnic Services Hundal reported that these are the annual Community Wellbeing awards given under the PEI plan; that this year Tri-City received 30 applications and 17 are being presented for approval. She explained that under the CWB grant communities can apply for a maximum of \$10,000 for up to three years; that the selected community wellbeing grants total \$85,300 and will be funded under the MHSA PEI plan for the Fiscal Year 2021-22.

Board Member Vera stated he would abstain on the item having to do with 'Just Us 4 Youth', because he does have a conflict of interest there.

Board Member Nolte stated that he would abstain because he has some interest in some of these organizations.

There being no further comment, Board Member Lantz moved, and Board Member Cockrell seconded, to award seventeen Community Wellbeing Grants totaling \$85,300.00 to be funded under the PEI Plan in FY 2021-22. The motion was carried by the following vote: AYES: Alternate Board Member Earl; Board Members Cockrell, Lantz, and Ontiveros-Cole; and Chair Carder. NOES: None. ABSTAIN: Board Members Nolte and Vera. ABSENT: Vice-Chair Leano.

6. CONSIDERATION OF RESOLUTION NO. 588 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CLAREMONT UNIFIED SCHOOL DISTRICT (CUSD) FOR SPECIALTY MENTAL HEALTH SERVICES FOR THREE YEARS EFFECTIVE JULY 1, 2021

Executive Director Navarro indicated that this MOU renews the MOU that Tri-City created with Claremont approximately three and a half years ago, noting that it is to be able for Tri-City to provide services onsite at Claremont Unified schools; and that it also encourages to be in partnership and meet regularly with the school district to increase access and streamline the referral process for students and families.

There being no further comment, Board Member Cockrell moved, and Alternate Board Member Earl seconded, to adopt Resolution No. 588 approving the MOU with the CUSD and authorizing the Executive Director to execute the MOU. The motion was carried by the following vote: AYES: Alternate Board Member Earl; Board Members Cockrell, Lantz, Nolte, Ontiveros-Cole, and Vera; and Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Vice-Chair Leano.

7. CONSIDERATION OF RESOLUTION NO. 589 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN ADDENDUM TO THE SOFTWARE SERVICES AGREEMENT WITH WELLIGENT FOR ONE-YEAR IN THE AMOUNT OF \$115,500 EFFECTIVE JULY 1, 2021

Executive Director Navarro reported that Tri-City's current Electronic Health Record contract ends this month; and that with the new EHR contract approved, the transition to the new EHR platform will require to extend our contract with the current provider to ensure there is a seamless transition.

Board Member Nolte inquired if the current EHR platform agrees helping Tri-City make the transition. Executive Director replied in the affirmative, noting that they have been aware of the transition to a new platform for the past year [since the RFP was issued].

There being no further discussion, Board Member Nolte moved, and Board Member Vera seconded, to adopt Resolution No. 589 approving an Addendum to the Software Services Agreement with Welligent in the amount of \$115,500 for one year Effective July 1, 2021; and authorizing the Executive Director to execute it. The motion was carried by the following vote: AYES: Alternate Board Member Earl; Board Members Cockrell, Lantz, Nolte, Ontiveros-Cole, and Vera; and Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Vice-Chair Leano.

8. CONSIDERATION OF RESOLUTION NO. 590 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH KAIROS PARTNERS, LLC FOR IT CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$25,000 EFFECTIVE JUNE 17, 2021

Executive Director Navarro stated that the Governing Board had approved a contract with Jessica Wong as an IT Consultant, and then a contract as the interim Chief Information Officer for Tri-City beginning January 2020 after it was determined that the IT Department needed an overhaul, our systems checked, and our strategic organizational plan for the IT Department; that Jessica Wong started working right before COVID, and was able to secure some funding from the state which nearly paid for additional costs Tri-City had to make unexpectedly during COVID; that she was instrumental in hiring Tri-City's new Chief Information Officer Ken Riomales; that at this time, the IT team is in the process of different projects as a result of COVID, future anticipated changes to county behavioral health, and the onboarding of a new EHR system; and that staff was asking to keep Jessica Wong for a few more months to help us bring some of those projects completed.

Board Member Nolte sought clarification regarding the effective day of June 17 or July 1, 2021 Executive Director Navarro replied it would be June 17, 2021.

Discussion ensued regarding when and how the \$25,000 would be funded, which will be partially funded through consulting amounts budgeted through the end of this fiscal year, and any balance would be carried over the next Fiscal Year 2021-22.

There being no further discussion, Board Member Nolte moved, and Board Member Cockrell seconded, to adopt Resolution No. 590 approving an Agreement with Kairos Partners, LLC for IT Consulting Services in the amount not to exceed \$25,000 Effective June 17, 2021, and authorizing the Executive Director to execute it. The motion was carried by the following vote: AYES: Alternate Board Member Earl; Board Members Cockrell, Lantz, Nolte, Ontiveros-Cole, and Vera; and Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Vice-Chair Leano.

9. CONSIDERATION OF RESOLUTION NO. 591 ADOPTING THE MENTAL HEALTH SERVICES ACT (MHSA) ANNUAL UPDATE FOR FISCAL YEAR 2021-22 AS RECOMMENDED BY TCMHA MENTAL HEALTH COMMISSION

Director of MHSA and Ethnic Services Hundal indicated that according to the WIC (Welfare and Institutions Code) Section 5847, county mental health programs shall prepare and submit a Three Year Program and Expenditure Plan followed by Annual Updates for all Mental Health Services Act (MHSA) programs and expenditures. She then provided a summary of the public hearing conducted by Tri-City's Mental Health Commission wherein the stakeholder process was discussed, methods of collecting data and public comment, and the recommendation of the MHC to submit Annual Update for the approval by the Governing Board.

Discussion ensued regarding the MHSA Three Year Plan and the Annual Updates, in which it was noted that, even though Tri-City submits an MHSA Plan every three years, Tri-City is required to submit Annual Updates according to the WIC, which is being presented today; and that the material changes in the proposed expenditures, from the Three-Year Plan adopted last year, are increased projections for benefits, salaries, and benefits.

There being no further discussion, Board Member Lantz moved, and Board Member Ontiveros-Cole seconded, to adopt Resolution No. 591 approving the MHSA Annual Update for Fiscal Year 2021-22. The motion was carried by the following vote: AYES: Alternate Board Member Earl; Board Members Cockrell, Lantz, Nolte, and Ontiveros-Cole; and Chair Carder. NOES: None. ABSTAIN: Board Member Vera. ABSENT: Vice-Chair Leano.

10. TCMHA GOVERNING BOARD WILL CONSIDER FORMING AN AD-HOC COMMITTEE TO INTERVIEW AND SELECT MENTAL HEALTH COMMISSION MEMBERSHIP APPLICANTS

Executive director talked about the existing vacancies and the applications received for membership to Tri-City's Mental Health Commission.

Board Member Vera encouraged Board Members to participate in the interview process because it is a good exercise and gives the opportunity to meet the applicants to discuss why they want to serve in the Commission, their background, what their interests are and their qualifications, and answer questions that they may have of us.

Discussion ensued regarding the interview process.

Chair Carder and Board Member Cockrell expressed interest in being part of the Ad Hoc Committee.

There being no further discussion, Board Member Nolte moved, and Board Member Earl seconded, to approve Board Member Cockrell and Chair Carder form an Ad-Hoc Committee to interview and select potential MHC Membership Applicants. The motion was carried by the following vote: AYES: Alternate Board Member Earl; Board Members Cockrell, Lantz, Nolte, Ontiveros-Cole, and Vera; and Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Vice-Chair Leano.

MONTHLY STAFF REPORTS

11. TONI NAVARRO, EXECUTIVE DIRECTOR REPORT

Executive Director Navarro referred to her monthly report and stated that it discussed the Governor's budget which had been extended and there is not any definitive information about the impact to behavioral health; that she is aware that items under discussion with the legislature, including the behavioral workforce development, is the child and youth plan; that also included in her report is a link and information on a webinar hosted by the California State Association of Counties, about the initiative CalAIM (California Advancing Innovation in Medi-Cal) which will discuss, among other matters, the enhanced care management and in lieu of services benefits. She then pointed out the housing division update which provided a snapshot of the demographics of the people living in Tri-City's larger, permanent supportive housing projects -the Holt Family Apartments, the Parkside Family apartments, and the Cedar Springs Apartments; she also recognized Chief Clinical Officer Liz Renteria and Human Resources Manager Kitha Torregano, who presented during the San Gabriel City Manager's conference, on what to expect when getting back to the workplace, and that following that presentation, they presented to the Southern California Association of Human Resource Managers, at the request of Tri-City Mental Health Commission Vice-Chair Wray Ryback; she then thanked them and expressed being proud for them representing Tri-City at those important conferences today and for presenting such valuable information to our local leaders in Southern California.

12. DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT

Chief Financial Officer Acosta stated that her financial report is for the month of April; thus, the bankruptcy liability shows that there is a \$300,000 balance, which is what that month represents, noting, however, that during the month of May Tri-City celebrated the final bankruptcy payment. She also announced that the annual independent audit of Tri-City's financial statements will begin next week; that we are also scheduled to complete the final budget; and that now that the bankruptcy has been paid, in the next couple of months she would like to bring to the Board for discussion two main liabilities, the employee pension/retirement plan and the mortgage of the 2008 building.

Discussion ensued regarding the current balance on the mortgage, interest rate, refinancing, and the focus of paying off the bankruptcy liability, as required under the bankruptcy agreement.

13. LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT

Chief Clinical Officer Renteria thanked the Executive Director of the acknowledgement, noting that it was wonderful to represent Tri-City twice today to a larger audience and discuss the work that we are doing; she then discussed the work that continues to be done on improving across culture and diversity and anti-racist, anti-oppressive, clinical work and shared a snapshot, of the race and ethnic breakdown from the last fiscal year; she also discussed our referrals which continue to be robust and pretty consistent which reflects a good outreach into the community; however, she noted that our staff are preparing for what we suspect will be a surge in care; and she also shared a success story of a Transition Age Youth (TAY) who had a very positive experience with treatment through a multidisciplinary team, which show the reach of real effective mental health services.

14. SEEYAM TEIMOORI, MEDICAL DIRECTOR REPORT

Medical Director Dr. Teimoori reported that he had provided statistics about the services that our different teams provided in Tri-City under his supervision, the IOET supplemental crisis, and also the PACT team with the police department in Claremont; he also highlighted the second vaccination clinics for COVID that was done in our clinic in coordination with LACDHS (Los Angeles County Department of Health Services); and that Board Member Jed Leano had a ride along with the PACT team which he enjoyed.

15. RIMMI HUNDAL, DIRECTOR OF MHSA AND ETHNIC SERVICES REPORT

Executive Director Navarro recognized and thanked Director of MHSA & Ethnic Services Hundal, because she, along with four of our staff members, spoke today at a statewide conference about the efforts that are happening statewide to bring more justice, equity, diversity, and inclusion into county behavioral health to better serve the communities that are accessing our services; she also expressed being proud for the MHSA team representing Tri-City today, for their Adverse Childhood Experiences work that they have been doing, at a webinar held by California Surgeon General, Dr. Nadine Burke Harris, noting that PEI Supervisor Lisa Naranjo spoke on that panel.

Director of MHSA & Ethnic Services Hundal wished everybody happy pride month; she then reported that in honor of pride month (June) Tri-City's RAINBOW Council will host a webinar that features guest panelists from PFLAG Claremont and the Pomona Pride Center on June 28th; that during last month, all the councils have stayed very busy with a lot of planning for BIPOC month in July, and talked about the events. She also reported that last month, Tri-City reached 3,319 members on Facebook; that Instagram helped us reach 359 people; that Twitter made 2,908 impressions; that peer mentor program is recruiting for peer mentors for the next fiscal year; that Claremont High School baseball team requested green ribbons for all players to wear them during the game in solidarity of mental health awareness; that the Wellness Center is hosting three virtual hiring events, noting that FedEx is looking to hire 300 individuals for the new location in Chino.

16. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT

Chief Compliance Officer Majors-Stewart reported that staff is currently developing a data project wherein data will be analyzed to get a more comprehensive view of telehealth service provision, noting that one great thing is that we have been providing the services for over a year, thus, there is solid objective data for an entire year to use; that in addition to that objective data, the compliance team will work with clinical teams to get some subjective data regarding client satisfaction and look for correlations and patterns; that this data project is very important and very timely; that there are lots of decisions and recommendations being made at various levels, but definitely at the DHCS level with regards to what telehealth services should look like post COVID; thus, this data is going to help us get ahead of the curve in terms of planning and see what approach we should take to make sure we are providing the best quality care ensuring that we are meeting the needs, the way the data shows that we should be meeting the needs, and in anticipation of the changes that may take place.

Executive Director stated that, while the governor announced easing restrictions yesterday on businesses in capacity, masking, and distancing, Tri-City as an employer is beholden to the regulations implemented by Cal OSHA, the California Occupational Safety and Health Administration, which at this time has not reduced any of its restrictions implemented in November 2020.

17. KEN RIOMALES, CHIEF INFORMATION OFFICER REPORT

Chief Information Officer Riomales reported that IT operations and customer service process improvement and optimization is ongoing and the goal is to make sure the department is agile enough to handle the ever evolving needs of the organization from a technical point, as well as to make sure that all of our efforts are strategically aligned with the overall strategic goals of the organization; that the IT security component, as well as on our project management portfolio, with regards to IT security, we are currently in the process of reviewing security vendors to conduct a thorough comprehensive assessment of Tri-City as an agency, noting that it is a regulatory requirement; that regarding the IT project management portfolio, the focus right now is to clear the path for some of the major initiatives that have been lingering as a result of COVID; that the IT staff is trying to frame everything up to make it so that we have as much resources as possible to assist with that implementation; that it is anticipated that a good portion of these projects will be completed by end of summer, with the majority of our project management resources being dedicated to Cerner moving forward.

There being no further discussion, Board Member Cockrell moved, and Board Member Vera seconded, to receive and file the month of June staff reports. The motion was carried by the following vote: AYES: Alternate Board Member Earl; Board Members Cockrell, Lantz, Nolte, Ontiveros-Cole, and Vera; and Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Vice-Chair Leano.

GOVERNING BOARD COMMENTS

Board Member Lantz complimented staff for the summaries of various programs that we are involved throughout the state, which included analysis of the strengths and the weaknesses, noting that she found those very interesting and helpful; and that she appreciated them being included in the packet.

PUBLIC COMMENT

There was no public comment.

ADJOURNMENT

At 6:00 p.m., on consensus of the Governing Board its meeting of June 16, 2021 was adjourned. The next Regular Meeting of the Governing Board will be held on Wednesday, July 21, 2021 at 5:00 p.m., via teleconference due to the COVID-19 pandemic.

Micaela P. Olmos, JPA Administrator/Clerk

Tri-City Mental Health Services
AGENDA REPORT

DATE: July 21, 2021

TO: Governing Board of Tri-City Mental Health Center
Toni Navarro, LMFT, Executive Director

FROM: Natalie Majors-Stewart, Chief Compliance Officer

SUBJECT: Approval of Resolution No. 592, Establishing Mental Health Services Act (MHSA) Capital Facilities and Technological Needs (CFTN) Policy and Procedure No. IV.16, Effective July 21, 2021

Summary

The development of new policies is required at times, in order to set expectations and ensure compliance with the most current regulations, internal processes, standards of care, and best practices. Policy and Procedure No. IV.16 – MHSA: Capital Facilities and Technological Needs Plan and Projects has been developed and drafted, in order to officially document the policies and procedures for Capital Facilities and Technological Needs Projects.

Background

Title 9 of the California Code Regulations specifies the standards and requirements for programs and/or services provided with Mental Health Services Act (MHSA) funds. The requirements for Capital Facilities and Technological Needs Projects and the use of Capital Facilities and Technological Needs Funds outlined in Department of Health Care Services – Information Notice: 08-09. The MHSA: Capital Facilities and Technological Needs Plan and Projects Policy No. IV.16, formally documents the policies and procedures that guide requirements for Capital Facilities and Technological Needs Projects at Tri City Mental Health Authority. The new draft policy is included for Governing Board review and approval.

Funding

None Required.

Recommendation

Staff recommends that the Governing Board adopt Resolution No. 592 establishing Policy and Procedure No. IV.16 – MHSA Capital Facilities and Technological Needs (CFTN) Plan and Projects, effective July 21, 2021.

Attachments

Attachment 2-A: Resolution No. 592 - DRAFT

Attachment 2-B: MHSA Capital Facilities and Technological Needs (CFTN) Plan and Projects Policy and Procedure No. IV.16 - DRAFT

RESOLUTION NO. 592

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ESTABLISHING THE AUTHORITY'S MENTAL HEALTH SERVICES ACT (MHSA) CAPITAL FACILITIES AND TECHNOLOGICAL NEEDS (CFTN) PLAN AND PROJECTS POLICY AND PROCEDURE NO: IV.16, EFFECTIVE JULY 21, 2021

The Governing Board of the Tri-City Mental Health Authority ("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") wishes to establish guidelines for participation, implementation, and compliance with Title 9 of the California Code Regulations, Sections 3200.022, 3315, 3320, and outlined in the Information Notice: 08-09 of the Department of Health Care Services, which specify the standards and requirements for the Capital Facilities and Technological Needs (CFTN) under the Mental Health Services Act (MHSA).

B. The Authority, through the MHSA CFTN Plan and Projects Policy and Procedure No. IV.16, will ensure that CFTN projects support the goals of MHSA and the provision of programs and services contained in the Agency's Three-Year Program and Expenditure Plan.

2. Action

The Governing Board approves the Authority's Mental Health Services Act (MHSA) Capital Facilities and Technological Needs (CFTN) Plan and Projects Policy and Procedure No. IV.16, effective July 21, 2021.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on July 21, 2021, 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: _____

SUBJECT: MHSA: Capital Facilities and Technological Needs (CFTN) Plan and Projects	POLICY NO.: IV.16	EFFECTIVE DATE: 07/21/2021	PAGE: 1 of 4
APPROVED BY: Governing Board Executive Director	SUPERCEDES: NEW	ORIGINAL ISSUE DATE: 07/21/2021	RESPONSIBLE PARTIES: MHSA Director

1. PURPOSE

- 1.1 To establish guidelines for the Mental Health Services Act (MHSA) - Capital Facilities and Technological Needs plans and projects and to provide guidance on the implementation of the requirements.

2. DEFINITIONS

- 2.1 **Capital Facilities and Technological Needs (CFTN):** The projects for the acquisition and development of land and the construction or renovation of buildings or the development, maintenance or improvement of information technology for the provision of Mental Health Services Act administration, services, and supports. Capital Facilities and Technological Needs does not include housing projects (9 CCR § 3200.022)
- 2.2 **Mental Health Services Act (MHSA):** The laws that took effect on January 1, 2005 when Proposition 63 was approved by California voters and codified in the Welfare and Institutions Code (9 CCR § 3200.220)
- 2.3 **Stakeholders:** Individuals or entities with an interest in mental health services in the State of California, including but not limited to: individuals with serious mental illness and/or serious emotional disturbance and/or their families; providers of mental health and/or related services such as physical health care and/or social services; educators and/or representatives of education; representatives of law enforcement; and any other organization that represents the interests of individuals with serious mental illness/ and/or serious emotional disturbance and/or their families. (9 CCR § 3200.270)

3. POLICY

- 3.1 TCMHA will ensure that CFTN projects support building infrastructure with lasting benefits, that move the Public Mental Health System towards the goals of expansion of opportunities for accessible community-based services for clients and their families.
- 3.2 TCMHA shall ensure that Capital Facilities and Technological Needs (CFTN) Projects support the goals of MHSA and the provision of programs/services contained in the County's Three-Year Program and Expenditure Plan.
- 3.3 TCMHA Capital Facilities and Technological Needs (CFTN) projects must align with and support the transformational concepts inherent in the Mental Health Services Act

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(MHSA): community collaboration, cultural competence, individual/family-driven programs and interventions, wellness focus including concepts of resilience and recovery, and integrated service experience for individuals and their families.

- 3.4 TCMHA may use CFTN Funds for the following Capital Facilities projects types:
- 3.3.1. Acquire and build upon land that will be TCMHA-owned
 - 3.3.2. Acquire buildings that will be County-owned
 - 3.3.3. Construct buildings that will be County-owned
 - 3.3.4. Renovate buildings that are County-owned
 - 3.3.4.1 Capital Facilities funds may be used to renovate buildings that are privately owned if the building is dedicated and used to provide MHSA services and all requirements are followed.
 - 3.3.5. Establish a capitalized repair/replacement reserve for buildings acquired or constructed with Capital Facilities funds and/or personnel cost directly associated with a Capital Facilities Project, i.e., a project manager.
- 3.5 TCMHA may NOT use CFTN funds for the following Capital Facilitates projects types:
- 3.4.1 Master leasing or renting of building space.
 - 3.4.2 Purchase of vacant land with no plan for building construction.
 - 3.4.3 Acquisition of land and/or buildings and/or construction of buildings, and establishment of a capitalized repair/replacement reserve when the owner of record is a non-government entity.
 - 3.4.4 Facilities where the purpose of the building is to provide housing.
 - 3.4.5 Acquisition of facilities not secured to a foundation that is permanently affixed to the ground (i.e., cars, buses, trailers, or recreational vehicles).
 - 3.4.6 Operating costs for the building (e.g., insurance, security guard, taxes, utilities, landscape maintenance, etc).
 - 3.4.7 Furniture or fixtures not attached to the building (e.g., desks, chairs, tables, sofas, lamps, etc).
- 3.6 TCMHA may use CFTN Funds for the following Technological Need project types:
- 3.5.1 To cover expenditures including the purchase, maintenance, and development of technology systems or other technology projects that directly or indirectly support the mental health system of care.
 - 3.5.2 These technological systems and other technology projects may include, but are not limited to:
 - 3.5.2.1 Electronic Health Record (EHR) systems and infrastructure
 - 3.5.2.2 Clinical decision and client management systems
 - 3.5.2.3 Telehealth and Telemedicine systems and infrastructure
 - 3.5.2.4 Electronic billing and records systems
 - 3.5.2.5 Hardware, devices, and/or systems for staff or consumers

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- 3.5.2.6 Client and Family Technology Needs Projects
- 3.5.2.7 Systems and Infrastructure for security and privacy.
- 3.5.2.8 Data and outcomes development projects
- 3.5.2.9 Interoperability components (e.g. standard data exchanges with other counties, contract providers, labs and pharmacies).
- 3.5.2.10 Other technological needs project that support MHSA operations

3.7 TCMHA shall ensure that the Capital Facilities and Technological Needs (CFTN) project development and proposal process is guided with meaningful involvement from local stakeholders.

3.8 TCMHA shall ensure that Capital Facilities Project Proposals and Technological Needs Project Proposal are made available in draft form and circulated for review and comment for at least 30 days, to representatives of stakeholder interests and any interested party who has requested a copy of the Project Proposal.

3.9 TCMHA shall ensure that a public hearing is held that includes the Project Proposal as well as the Component Proposal, if the project proposal is submitted along with the Capital Facilities Component Proposal.

3.8.1 No public hearing is required for Capital Facilities and Technological Needs Project Proposals submitted as updates to the approved Capital Facilities and Technological Needs Component.

3.10 TCMHA shall ensure that all expenditures and allocations for CFTN projects are congruent with MHSA contract requirements, as well as agency policies and procedures on purchasing, contracts, and expenditures.

4. PROCEDURES

4.1 TCMHA will identify the needs and develop projects for Capital Facilities or Technological developments, with local stakeholder input.

4.2 TCMHA will ensure that CFTN Component Project Proposals: 1. Identify the Capital Facilities and Technology Needs; and 2. Provide an overview of future Capital Facilities and Technology Needs projects.

4.3 TCMHA will ensure that each project proposal includes the required exhibits:

- 4.3.1 Project Proposal Face Sheet (Exhibit 1)
- 4.3.2 Project Proposal Narrative (Exhibit 2)
- 4.3.3 Project Details (Exhibit 3)
- 4.3.4 Project Proposal Fact Sheet (Exhibit 4)
- 4.3.5 Sample Budget Summary (Exhibit 5)

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- 4.3.6 Sample Project Timeline (Exhibit 6)
- 4.3.7 Annual Status Report (Exhibit 7)

- 4.4 TCMHA will circulate the draft project proposal for review and comment, for at least 30 days, to representatives of stakeholder interests and any interested party who has requested a copy of the project proposal.
- 4.5 The draft proposal will be presented to the TCMHA Mental Health Commission, and then reviewed by the TCMHA Governing Board for final approval.
- 4.6 TCMHA will submit the final CFTN Component Proposal to the Department of Health Care Services (DHCS).

5. REFERENCES

- 5.1 California Welfare and Institution Code Sections 5847, 5892, 5899
- 5.2 California Code of Regulations Title 9, Section 3200.022, 3315, 3320
- 5.3 DMH 08-09 Info Notice, Enclosure 2 and 3

DRAFT

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

DATE: July 21, 2021

TO: Governing Board of Tri-City Mental Health Center
Toni Navarro, LMFT, Executive Director

FROM: Natalie Majors-Stewart, Chief Compliance Officer

SUBJECT: Approval of Resolution No. 593, Establishing Mental Health Services Act (MHSA) Community Services and Supports (CSS) Plan Programs and Services Policy and Procedure No. IV.17, Effective 07/21/2021

Summary

The development of new policies is required at times, in order to set expectations and ensure compliance with the most current regulations, internal processes, standards of care, and best practices. Policy and Procedure No. IV.17 – MHSA: Community Services and Supports (CSS) Plan, Programs, and Services has been developed and drafted, in order to officially document the policies and procedures for CSS Programs and Services.

Background

Title 9 of the California Code Regulations specifies the standards and requirements for programs and/or services provided with Mental Health Services Act (MHSA) funds. The requirements for CSS Programs and Services and the use of CSS Funds are outlined in Chapter 14, Article 6. The MHSA: Community Services and Supports (CSS) Plan: Programs & Services Policy No. IV.17, formally documents the policies and procedures that guide requirements for CSS Programs and Services at Tri-City Mental Health Authority. The new draft policy is included for Governing Board review and approval.

Funding

None Required.

Recommendation

Staff recommends that the Governing Board adopt Resolution No. 593 establishing Policy and Procedure No. IV.17 – MHSA Community Services and Supports Plan (CSS) Programs and Services, effective July 21, 2021.

Attachments

Attachment 3-A: Resolution No. 593 - DRAFT

Attachment 3-B: MHSA Community Services and Supports Plan Programs and Services Policy and Procedure No. IV.17 - DRAFT

RESOLUTION NO. 593

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ESTABLISHING THE AUTHORITY'S MENTAL HEALTH SERVICES ACT (MHSA) COMMUNITY SERVICES AND SUPPORTS (CSS) PLAN PROGRAMS POLICY AND PROCEDURE NO: IV.17, EFFECTIVE JULY 21, 2021

The Governing Board of the Tri-City Mental Health Authority ("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") wishes to establish guidelines for participation, implementation, and compliance with Title 9 of the California Code Regulations, Division 1, Chapter 14, Article 6, which specify the standards and requirements for the Community Services and Supports Plan Programs under the Mental Health Services Act (MHSA).

B. The Authority, through the MHSA Community Services and Supports Plan Programs Policy and Procedure No. IV.17, establishes guidelines that will ensure that CSS Plan Programs support the goals of MHSA and the provision of programs and services contained in the Agency's Three-Year Program and Expenditure Plan.

2. Action

The Governing Board approves the Authority's Mental Health Services Act (MHSA) Community Services and Supports Plan Programs Policy and Procedure No. IV.17, effective July 21, 2021.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on July 21, 2021, 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: _____

SUBJECT: MHSA: Community Services and Supports (CSS) Plan, Programs, and Services	POLICY NO.: IV.17	EFFECTIVE DATE: 07/21/2021	PAGE: 1 of 9
APPROVED BY: Governing Board Executive Director	SUPERCEDES: New	ORIGINAL ISSUE DATE: 07/21/2021	RESPONSIBLE PARTIES: MHSA Director

1. PURPOSE

- 1.1 To establish guidelines for Mental Health Services Act (MHSA) Community Services and Supports (CSS) programs and to provide guidance on the implementation of the requirements.

2. DEFINITIONS

- 2.1 **Client:** An individual of any age who is receiving or has received mental health services. As used in these regulations, the term “client” includes those who refer to themselves as clients, consumers, survivors, patients or ex-patients. (9 CCR § 3200.040)
- 2.2 **Community Services and Supports (CSS) Account:** The money in TCMHA’s Local Mental Health Services Fund that TCMHA allocates for Community Services and Supports programs and services as described in Article 6. (9 CCR § 3200.079)
- 2.3 **Community Services and Supports (CSS):** Service delivery systems for mental health services and supports for children and youth, transition age youth, adults, and older adults. These services and supports are similar to those found in Welfare and Institutions Code sections 5800 et. seq. (Adult and Older Adult Systems of Care) and 5850 et. seq. (Children's System of Care). (9 CCR § 3200.080)
- 2.4 **Mental Health Services Act (MHSA):** The laws that took effect on January 1, 2005 when Proposition 63 was approved by California voters and codified in the Welfare and Institutions Code. (9 CCR 3200.220)
- 2.5 **General Systems Development (GSD):** The service category of the Community Services and Supports component of the Three-Year Program and Expenditure Plans under which Mental Health Services Act funds are used to improve the mental health service delivery system for all clients and/or to pay for specified mental health services and supports for clients, and/or when appropriate their families. (9 CCR § 3200.170)
- 2.6 **Outreach and Engagement:** the service category of the Community Services and Supports component of the Three-Year Program and Expenditure Plan under which the County may fund activities to reach, identify, and engage unserved individuals and communities in the mental health system and reduce disparities identified by the County. (9 CCR § 3200.240)

SUBJECT: MHSA: Community Services and Supports (CSS) Plan, Programs, and Services	POLICY NO.: IV.17	EFFECTIVE DATE: 07/21/2021	PAGE: 2 of 9
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2.7 **MHSA Project-Based Housing:** The unit(s) of an apartment complex, duplex, triplex, or other structure leased and/or purchased by the County for the purpose of providing housing. (9 CCR § 3200.251)

2.8 **Workforce:** For the purpose of this policy, the definition of the Tri City Mental Health Center (TCMHC) workforce includes employees, volunteers, interns, consultants, locum tenens, trainees, contractors, whether or not they are paid by TCMHA. This includes individuals who provide services to clients and those who provide administrative, managerial, support services and/or other products, goods or services.

3. POLICY

General Requirements for CSS

3.1 Tri-City Mental Health Authority (TCMHA) shall ensure that following are incorporated into mental health programs and/or services funded through the CSS:

- 3.1.1 The principles of the Adult and Older Adult Mental Health Systems of Care, including the Integrated Services for the Homeless Mentally Ill Program, in Welfare and Institutions Code (WIC) Section 5800.
- 3.1.2 The principles of the Children's Mental Health Services Act in WIC 5850.
- 3.1.3 The General Standards in Title 9 of the California Code of Regulations Section 3320.

3.2 TCMHA shall ensure that peer support and family education support services are established or expanded in order to meet the needs and preferences of clients and/or family members.

3.2.1 TCMHA shall conduct outreach to provide equal opportunities for peers who share the diverse racial/ethnic, cultural, and linguistic characteristics of the individuals/clients served.

3.3 TCMHA, as needed, shall include a wrap-around program for services to children in accordance with WIC Section 18250, or provide substantial evidence that it is not feasible to establish a wrap-around program.

3.4 TCMHA shall ensure that MHSA funds are only used to pay for those portions of the mental health programs/services for which there is no other source of funding available.

3.5 TCMHA shall ensure that when CSS programs/services include collaboration with the juvenile or criminal justice systems, any law enforcement function and/or any function that supports a law enforcement purpose shall not be funded.

3.6 TCMHA shall ensure that MHSA funded services are not provided to individuals incarcerated in state/federal prisons or for parolees from state/federal prisons.

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3.7 TCMHA shall ensure that any MHSA funds used for programs/services provided in juvenile halls and/or county jails are only used for the purpose of facilitating discharge.

3.8 TCMHA will adopt the following standards in planning, implementing, and evaluating CSS programs and services:

- 3.8.1 Community Collaboration, as defined in Section 3200.060.
- 3.8.2 Cultural Competence, as defined in Section 3200.100.
- 3.8.3 Client Driven, as defined in Section 3200.050.
- 3.8.4 Family Driven, as defined in Section 3200.120.
- 3.8.5 Wellness, Recovery, and Resilience Focused.
- 3.8.6 Integrated Service Experiences for clients and their families, as defined in Section 3200.190.

3.9 TCMHA shall conduct a capacity assessment, as mandated by the MHSA, of proposed programs and services and will use the results to develop its MHSA Three-Year Plan.

Community Services and Supports (CSS) Service Delivery Categories

3.10 The (CSS) component shall contain the following four service delivery categories: 1) Full Service Partnership (FSP); 2) General System Development (GSD); 3) Outreach and Engagement; 4) Mental Health Services Act (MHSA) Housing Program.

3.11 Full Service Partnership (FSP) Category – TCMHA shall develop and operate programs to provide services under the Full-Service Partnership Service Category. The specific FSP Policies and Procedures for the FSP component are outlined in TCMHA Policy – Full Service Partnership (FSP) Services IV.12.

3.12 GSD Category – TCMHA may develop and operate programs to provide mental health services to clients specified in Welfare and Institutions Code Section 5600.3 (a), (b) or (c), and when appropriate the clients' families.

3.13 GSD Category – TCMHA shall only use GSD funds for the following:

- 3.13.1 To provide one or more of the following mental health services and supports:
 - 3.13.1.1 Mental health treatment, including alternative and culturally specific treatments
 - 3.13.1.2 Peer Support
 - 3.13.1.3 Supportive services to assist beneficiaries and, when appropriate, beneficiaries' families, in obtaining employment, housing, and/or education;
 - 3.13.1.4 Wellness Centers
 - 3.13.1.5 Personal service coordination to assist the client and, when appropriate, the client's family, to access needed medical, educational, social, vocational rehabilitation or other community services;

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- 3.13.1.6 Needs Assessment;
 - 3.13.1.7 Individual services and supports plan development;
 - 3.13.1.8 Crisis Intervention/Stabilization Services
 - 3.13.1.9 Family Education Services
 - 3.13.1.10 MHSA Project-Based Housing Program
- 3.13.2 To improve the mental health service delivery system for all clients and their families.
- 3.13.3 To develop and implement strategies for reducing ethnic/racial disparities
- 3.14 GSD Category – When TCMHA works in collaboration with other non-mental health community programs and/or services, only the costs directly associated with providing the mental health services and supports, as specified in section 3.13 of this policy, shall be paid under the GSD service category.
- 3.15 Outreach and Engagement Category – TCMHA may develop and operate outreach programs/activities for the purpose of identifying unserved individuals who meet the criteria of Welfare and Institutions Code Sections 5600.3 (a), (b) or (c) in order to engage them, and when appropriate their families, in the mental health system so that they receive the appropriate services.
- 3.16 Outreach and Engagement Category – TCMHA may use Outreach and Engagement funds to pay for: 1) Strategies to reduce ethnic/racial disparities; 2) Food, clothing, and shelter, but only when the purpose is to engage unserved individuals, and when appropriate their families, in the mental health system. 3) Outreach to entities and leaders such as: Community based organizations, Schools, Tribal communities, Primary care providers, Faith-based organizations, Communities leaders, Individuals who are homeless, and/or Individuals who are incarcerated in county facilities.
- 3.17 Outreach and Engagement Category – When collaborating with other non-mental health community programs and/or services, TCMHA shall ensure that only the costs directly associated with providing mental health services and supports shall be paid under the Outreach and Engagement Service Category.
- 3.18 MHSA Project-Based Housing Program Category – TCMHA may use GSD funds for cost associated with project-based housing including but not limited to: 1) Purchasing, renovating, or constructing MHSA Project-Based Housing; and/or; 2) Master leasing of MHSA Project-Based Housing; 3) Repairing damage to the Project-Based Housing in which a tenant resides/resided. 4) Establishing and maintaining a Capitalized Operating Subsidy Reserve, as defined in section 3200.028; and 5) Establishing a Project-Based Housing Fund.

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- 3.19 MHSA Project-Based Housing Program Category – TCMHA shall not use General System Development funds for client-based housing expenditures, including, but not limited to, housing vouchers, rental subsidies, utility startup deposits, utility costs and furniture rental.
- 3.20 MHSA Project-Based Housing Program Category – TCMHA shall have the responsibility to ensure compliance with the following requirements when General System Development funds are used for Project-Based Housing:
- 3.20.1 The unit(s) shall be used for the purpose of providing housing as specified in the approved Three-Year Program and Expenditure Plan and/or update, for a minimum of 20 years.
- 3.20.1.1 Housing units owned by an individual(s) or non-government agency shall have a regulatory agreement, covenant, or deed restriction that requires the Project-Based Housing to be used for the program as described in the work plan in the TCMHA approved Three-Year Program and Expenditure Plan and/or update for a minimum of 20 years. (Does not apply to Master Leasing of Project-Based Housing).
- 3.20.2 Project-Based Housing constructed on land purchased with General System Development Funds is required to meet the 20-year obligation as specified in subdivision (a)(1) above, regardless of the funding source for the housing units.
- 3.21 MHSA Project-Based Housing Program Category – TCMHA shall ensure that Project-Based Housing purchased, constructed and/or renovated with General System Development funds shall comply with all applicable federal, state, and local laws and regulations including, but not limited to:
- 3.21.1 Fair housing law(s).
- 3.21.2 American Disabilities Act, 42 U.S.C. Sec. 12101 et seq.
- 3.21.3 California Government Code section 11135.
- 3.21.4 Zoning and building codes and requirements.
- 3.21.5 Licensing requirements, if applicable.
- 3.21.6 Fire safety requirements.
- 3.21.7 Environmental reporting and requirements.
- 3.21.8 Hazardous materials requirements.
- 3.22 MHSA Project-Based Housing Program Category – TCMHA shall ensure that Project-Based Housing purchased, constructed and/or renovated with General System Development funds shall have appropriate fire, disaster, and liability insurance.
- 3.23 MHSA Project-Based Housing Program Category – TCMHA shall ensure that the owner of the Project-Based Housing applies for rental and/or operating subsidies from all other applicable and appropriate sources, including project-based Section 8 and

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HUD McKinney programs and local rental subsidy programs.

3.23.1 This does not apply when the Project-Based Housing is under a lease agreement with TCMHA.

3.23.2 TCMHA shall report any violations of the above requirement (3.23) to the Department of Health Care Services (DHCS) within 60 days of the date the violation is discovered.

3.24 MHSA Project-Based Housing Program Category – TCMHA and the owner of the Project-Based Housing shall maintain, as appropriate, tenant payment records, leasing records and/or financial information for audit by the Department of Health Care Services (DHCS).

3.24.1 TCMHA shall make all required records available to DHCS to inspect, audit, and copy upon demand during normal business hours.

3.24.2 Records may be removed during an audit, if necessary, for copying.

Capitalized Operation Subsidy Reserve

3.25 TCMHA shall ensure that any General System Development funds used to establish a Capitalized Operating Subsidy Reserve shall meet the requirements as outlined in 9 CCR § 3630.15.

Three-Year Program and Expenditure Plan

3.26 TCMHA shall ensure that the CSS Component of the MHSA Three-Year Program and Expenditure Plan includes the following:

3.26.1 An Assessment of Mental Health Needs: TCMHA shall assess and submit a narrative analysis of the mental health needs of unserved, underserved/inappropriately served, and fully served residents in the TCMHA catchment area, who qualify for MHSA services.

3.26.1.1 The analysis shall identify the number of older adults, adults, transition age youth and children/youth by gender, race/ethnicity and primary language.

3.26.1.2 The assessment data used shall include racial/ethnic, age, and gender disparities.

3.26.2 An identification of Issues: TCMHA shall submit a list of community mental health issues resulting from lack of mental health services and supports, as identified through the Community Program Planning Process required by Section 3300 of CCR Title 9. The list shall:

3.26.2.1 Categorize the issues by age group, i.e., older adults, adults, transition age youth and children/youth.

3.26.2.2 Identify issues that will be priorities in the CSS component of the Three-Year Program and Expenditure Plan.

3.26.2.3 Describe the factors/criteria used to determine that the issue (in 3.26.2.2) is a priority

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3.26.2.4 For each of the issues identified as a priority (in 3.26.2.2), describe any racial/ethnic and gender disparities including, but not limited to: (A) Access to services; (B) Quality of care; (C) Access disparities of Native Americans, rancherias and/or reservations; (D) Disproportionate representation in the homeless population; (E) Disproportionate representation in the juvenile and/or criminal justice systems; (F) Disproportionate representation in foster care; (G) Disproportionate representation in school achievement, and drop-out rates.

3.26.3 An Identification of Full-Service Partnership Population, which shall include an estimate of the number of clients, in each age group, to be served in the Full-Service Partnership Service Category for each fiscal year of the Three-Year Program and Expenditure Plans. TCMHA shall describe how the selections for Full Service Partnerships will reduce the identified disparities.

3.26.4 A review of the proposed programs/services, which shall include: (A) A list of the proposed programs/services, identified by the service category under which the program/service will be funded; (B) A description of each proposed program/service; (C) An explanation of how each program/service relates to the issues identified in the Community Program Planning Process, including how each program/service will reduce or eliminate the disparities identified.

3.26.5 An assessment of TCMHA's capacity to implement the proposed programs/services. The assessment shall include:

3.26.5.1 The strengths and limitations of TCMHA and service providers that impact their ability to meet the needs of racially and ethnically diverse populations. The evaluation shall include an assessment of bilingual proficiency in threshold languages.

3.26.5.2 The percentages of diverse cultural, racial/ethnic and linguistic groups represented among direct service providers, as compared to percentage of the total population needing services and the total population being served.

3.26.5.3 The Identification of possible barriers to implementing the proposed programs/services and methods of addressing these barriers.

3.26.6 A separate work plan for each proposed program/service. Each work plan shall include, but not be limited to:

3.26.6.1 A narrative description and summary of the program/service.

3.26.6.2 A narrative explanation of the budget by fiscal year, which shall include the amount to be deposited in the Capitalized Operating

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Subsidy Reserve for a Project-Based Housing program, if applicable.

3.26.6.3 A budget work sheet by fiscal year, including staffing details.

3.26.6.4 The target number of clients/individuals to be served by fiscal year.

3.26.6.5 A breakdown of the Full-Service Partnership population by fiscal year, identifying the number of clients to be served, according to gender, race/ethnicity, linguistic group, and age and the percentage of unserved individuals and underserved clients.

3.27 TCMHA shall ensure that the CSS component of the Three-Year Program and Expenditure Plan shall be signed by the TCMHA Executive Director.

Outcomes and Reporting

3.28 TCMHA evaluate, monitor, and report on CSS Program outcomes in the Three-Year Plan, Expenditure Plan, and Annual Update, as necessary and required.

4. PROCEDURES

4.1 The Director of MHSA will ensure that the CSS plan programs are aligned with the overall fiscal, legal, contract and programmatic requirements of the Mental Health Services Act.

a. The TCMHA finance department will provide additional oversight for the fiscal requirements of the CSS component

4.2 The designated Program Director(s) and Manager(s) will have programmatic oversight and compliance responsibility for the specific CSS Program(s) that they oversee.

4.3 TCMHA will develop, implement and evaluate CSS programs and services, based on the Capacity Assessment, the CPPP Stakeholder process, The 3-year plan, regulatory requirements and other relevant sources of information.

4.4 TCMHA will ensure that the program and services in the CSS component will be in one of the following four service delivery categories: 1) Full Service Partnership (FSP); 2) General System Development; 3) Outreach and Engagement; 4) Mental Health Services Act (MHSA) Housing Program.

4.5 TCMHA will incorporate peer support and family education support services throughout CSS programs and services, as needed.

4.6 TCMHA will gather and analyze data in order to assess for and develop CSS programs, as well as to determine the effectiveness of CSS programs.

SUBJECT: MHSA: Community Services and Supports (CSS) Plan, Programs, and Services	POLICY NO.: IV.17	EFFECTIVE DATE: 07/21/2021	PAGE: 9 of 9
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- 4.7 TCMHA will ensure ongoing monitoring, evaluation, and reporting of CSS programs and will reflect the actions, activities, and major accomplishments of WET programs in the MHSA Annual Updates and Three-Year Revenue and Expenditure Plans.

5. REFERENCES

- 5.1 California Code of Regulations: Title 9 CCR Division 1 > Chapter 14:
- 5.1.1 § 3320. General Standards.
 - 5.1.2 § 3310. The Three-Year Program and Expenditure Plan.
 - 5.1.3 § 3400. Allowable Costs and Expenditures.
 - 5.1.4 § 3510. Annual MHSA Revenue and Expenditure Report.
 - 5.1.5 § 3610. General Community Services and Supports Requirements.
 - 5.1.6 § 3615. Community Services and Supports Service Categories.
 - 5.1.7 § 3620. Full Service Partnership Service Category.
 - 5.1.8 § 3630 General System Development Service Category.
 - 5.1.9 § 3630.05. Project-Based Housing Program.
 - 5.1.10 § 3630.10. Requirements for a Project-Based Housing Program.
 - 5.1.11 § 3630.15. Capitalized Operating Subsidy Reserve.
 - 5.1.12 § 3640. Outreach and Engagement.
 - 5.1.13 § 3650. Community Services and Supports Component of the Three-Year Program and Expenditure Plan.

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

DATE: July 21, 2021

TO: Governing Board of Tri-City Mental Health Center
Toni Navarro, LMFT, Executive Director

FROM: Natalie Majors-Stewart, Chief Compliance Officer

SUBJECT: Approval of Resolution No. 594, Establishing Mental Health Services Act (MHSA) Workforce Education and Training (WET) Plan and Program Policy and Procedure No. IV.18, Effective 07/21/2021

Summary

The development of new policies is required at times, in order to set expectations and ensure compliance with the most current regulations, internal processes, standards of care, and best practices. Policy and Procedure No. IV.18 – MHSA: Workforce Education and Training (WET) Plan and Program has been developed and drafted, in order to officially document the policies and procedures for the WET Program.

Background

Title 9 of the California Code Regulations specifies the standards and requirements for programs and/or services provided with Mental Health Services Act (MHSA) funds. The requirements for the WET Program and the use of WET Funds is outlined in Chapter 14, Article 8. The MHSA Workforce Education and Training (WET) Plan and Program Policy IV.18 formally documents the policies and procedures that guide requirements for the WET Program at Tri-City Mental Health Authority. The new draft policy is included for Governing Board review and approval.

Funding

None Required.

Recommendation

Staff recommends that the Governing Board adopt Resolution No. 594 establishing Policy and Procedure No. IV.18 – MHSA Workforce Education and Training (WET) Plan and Program, effective July 21, 2021.

Attachments

Attachment 4-A: Resolution No. 594 - DRAFT

Attachment 4-B: MHSA Workforce Education and Training (WET) Plan and Program Policy and Procedure No. IV.18 - DRAFT

RESOLUTION NO. 594

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ESTABLISHING THE AUTHORITY'S MENTAL HEALTH SERVICES ACT (MHSA) WORKFORCE EDUCATION AND TRAINING (WET) PLAN AND PROGRAM POLICY AND PROCEDURE NO: IV.18, EFFECTIVE JULY 21, 2021

The Governing Board of the Tri-City Mental Health Authority ("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") wishes to establish guidelines for participation, implementation, and compliance with Title 9 of the California Code Regulations, Division 1, Chapter 14, Article 8, which specify the standards and requirements for the Workforce Education and Training (WET) Plan and Program under the Mental Health Services Act (MHSA).

B. The Authority, through the MHSA Workforce Education and Training Policy and Procedure No. IV.18, establishes guidelines that will ensure that WET Plan Programs support the goals of MHSA and the provision of programs and services contained in the Agency's Three-Year Program and Expenditure Plan.

2. Action

The Governing Board approves the Authority's Mental Health Services Act (MHSA) Community Services and Supports Plan Programs Policy and Procedure No. IV.18, effective July 21, 2021.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on July 21, 2021, 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: _____

SUBJECT: MHSA: Workforce Education and Training (WET) Plan and Program	POLICY NO.:	EFFECTIVE DATE: 07/21/2021	PAGE: 1 of 6
APPROVED BY:	SUPERCEDES: New	ORIGINAL ISSUE DATE: 07/21/2021	RESPONSIBLE PARTIES: Director of MHSA

1. PURPOSE

To establish guidelines for the Mental Health Services Act (MHSA) – Workforce, Education, and Training Program (WET) and to provide guidance on the implementation of the requirements.

2. DEFINITIONS

- 2.1 **Residency and Internship Programs Funding Category:** The funding category of the Workforce Education and Training component of the Three-Year Program and Expenditure Plan that funds psychiatric residency programs and post-secondary mental health internship programs in order to increase the number of licensed and/or certified individuals employed in the Public Mental Health System. (9 CCR § 3200.256).
- 2.2 **Training and Technical Assistance Funding Category:** The funding category of the Workforce Education and Training component of the Three-Year Program and Expenditure Plan that funds consultation and/or education to assist those providing services and supports to individuals, clients and/or family members of clients who are working in and/or receiving services from the Public Mental Health System. (9 CCR § 3200.276).
- 2.3 **Workforce:** For the purpose of this policy, the definition of the Tri City Mental Health Center (TCMHC) workforce includes employees, volunteers, interns, consultants, locum tenens, trainees, contractors, whether or not they are paid by TCMHA. This includes individuals who provide services to clients and those who provide administrative, managerial, support services and/or other products, goods or services.
- 2.1 **Workforce Education and Training:** The component of the Three-Year Program and Expenditure Plan that includes education and training programs and activities for prospective and current Public Mental Health System employees, contractors and volunteers. (9 CCR § 3200.320).
- 2.2 **Workforce Education and Training Account or WET Account:** The money in a County's Local Mental Health Services Fund that the County allocates for Workforce Education and Training as described in Article 8, or transfers from the CSS Account for Workforce Education and Training as described in Article 8. (9 CCR § 3200.323).
- 2.3 **Workforce Staffing Support Funding Category:** The funding category of the Workforce Education and Training component of the Three-Year Program and

SUBJECT: MHSA: Workforce Education and Training (WET) Plan and Program	POLICY NO.:	EFFECTIVE DATE: 07/21/2021	PAGE: 2 of 6
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Expenditure Plan that funds staff needed to plan, administer, coordinate and/or evaluate Workforce Education and Training programs and activities. (9 CCR § 3200.325). The Workforce Education and Training component contains five funding categories (9 CCR § 3840): (1) Training and Technical Assistance, (2) Mental Health Career Pathway Programs, (3) Residency and Internship Programs, (4) Financial Incentive Programs, (5) Workforce Staffing Support.

3. POLICY

- 3.1 Tri-City Mental Health Authority (TCMHA) shall develop and use WET funds for programs and activities in at least one of the five funding categories: (1) Training and Technical Assistance, (2) Mental Health Career Pathway Programs, (3) Residency and Internship Programs, (4) Financial Incentive Programs, (5) Workforce Staffing Support.
- 3.2 TCMHA shall ensure that WET funds are used for the follow purposes:
 - 3.2.1 Educate the Public Mental Health System workforce on incorporating the General Standards in Section 3320 into its work.
 - 3.2.2 Increase the number of clients and family members of clients employed in the Public Mental Health System.
 - 3.2.3 Conduct focused outreach and recruitment to provide equal employment opportunities in the Public Mental Health System for individuals who share the racial/ethnic, cultural and/or linguistic characteristics of clients, family members of clients and others in the community who have serious mental illness and/or serious emotional disturbance.
 - 3.2.4 Recruit, employ and support the employment of individuals in the Public Mental Health System who are culturally and linguistically competent or, at a minimum, are educated and trained in cultural competence as defined in Section 3200.100, and linguistic competence, as defined in Section 3200.210.
 - 3.2.5 Provide financial incentives to recruit or retain employees within the Public Mental Health System.
 - 3.2.6 Incorporate the input of clients and family members of clients and, whenever possible, utilize them as trainers and consultants in public mental health Workforce Education and Training programs and/or activities.
 - 3.2.7 Incorporate the input of diverse racial/ethnic populations that reflect California's general population into Workforce Education and Training programs and/or activities.
 - 3.2.8 Establish Regional Partnerships, as defined in Section 3200.255.
 - 3.2.9 Coordinate Workforce Education and Training programs and/or activities.
- 3.3 TCMHA shall ensure that WET funds are NOT used for any of the following purposes:

SUBJECT: MHSA: Workforce Education and Training (WET) Plan and Program	POLICY NO.:	EFFECTIVE DATE: 07/21/2021	PAGE: 3 of 6
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- 3.3.1 To address the workforce recruitment and retention needs of systems other than the Public Mental Health System, such as criminal justice, social services, and other non-mental health systems.
- 3.3.2 To pay for staff time spent providing direct public mental health services.
 - 3.3.2.1 Staff time spent supervising interns and/or residents who are providing direct public mental health services through an internship or residency program, may be funded.
- 3.3.3 To off-set lost revenues that would have been generated by staff who participate in WET programs and/or activities.

- 3.4 TCMHA shall designate a WET Coordinator whose duties shall include, but not be limited to coordinating WET programs and activities, as well as acting as a liaison to the Department of Health Care Services.

- 3.5 TCMHA shall conduct a Workforce Needs Assessment, at least once every five years. The assessment shall be completed in accordance with 9 CCR § 3830, and shall evaluate and report on education and training needs of its Public Mental Health System workforce.

- 3.6 TCMHA shall ensure that WET programs and activities address workforce shortages and deficits identified in the Workforce Needs Assessment and use one or more of the strategies in Welfare and Institutions Code Section 5822(a)-(i).

- 3.7 TCMHA shall submit an Annual report for WET (as a component of the Three-Year Program and Expenditure Plan, an or as part of the annual reporting requirements), to the Department of Health Care Services, by the deadline.
 - 3.7.1 The Workforce Education and Training component of the Three-Year Program and Expenditure Plan, and/or the update, shall include the following:
 - 3.7.1.1 A Workforce Needs Assessment, as described in Section 3830, if an assessment was not done within the prior five years.
 - 3.7.1.2 Work detail for each program and/or activity, that includes: 1) The title of the program and/or activity, 2) A description of the program and/or activity, 3) The objectives of the program and/or activity, 4) The funding category under which the program and/or activity will be funded, and 5) A budget narrative, including the projected costs used to prepare the budget for the program and/or activity.
 - 3.7.1.3 A description of how each program and/or activity meets the workforce education and training needs identified in the most recent Workforce Needs Assessment, and how each program and/or activity employs one or more of the strategies in Welfare and Institutions Code Section 5822 (a)-(i).

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- 3.7.1.4 A written certification by the TCMHA Executive Director that the agency has complied with all applicable requirements.
- 3.7.1.5 The name and contact information of the Workforce Education and Training Coordinator required in Section 3810(b).
- 3.7.1.6 A budget summary for each fiscal year, which shall include the total budgeted for each funding category.

- 3.7.2 The Annual Report for the approved Workforce Education and Training component of the County's Three-Year Program and Expenditure Plan and/or update shall include the following:
 - 3.7.2.1 The reporting Fiscal Year
 - 3.7.2.2 A list of actions within the funding categories.
 - 3.7.2.3 The activities and major accomplishments, by funding category.
 - 3.7.2.4 A list of any issues that impeded the accomplishment of the objectives identified in section 3820, subdivision (a)(2)(C).

4. PROCEDURES

WET Program Oversight

- 4.1 The Director of MHSA will ensure that Workforce Education and Training (WET) Programming is aligned with the fiscal, legal, contract and programmatic requirements.
- 4.2 The WET Supervisor will serve as the TCMHA designated Workforce Education and Training Coordinator and will provide overall direction for WET program implementation.

WET Workforce Needs Assessment

- 4.3 The WET Supervisor will perform a Workforce Needs Assessment every five years and will report on the following:
 - 4.3.1 A list of positions in the Public Mental Health System and the number of individuals in each position, within the following categories: Licensed mental health staff; Mental health staff not required to be licensed; Other health care professionals; Managerial and supervisory positions; and Personnel who provide support to staff.
 - 4.3.2 A list of and estimated number of additional positions needed and the number of positions determined to be hard-to-fill or hard to retain staff.
 - 4.3.3 A list of and quantity of positions, including job title and/or job description, for which recruitment priority is given to clients and/or family members of clients.
 - 4.3.4 A list of the languages in which staff proficiency is required to ensure access to and quality of public mental health services for individuals whose primary language is not English.

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- 4.3.5 A list of the estimated number of personnel within each racial/ethnic group, as identified through voluntary self-reported data.
- 4.3.6 A list of the estimated number of clients and family members of clients within each racial/ethnic group that the Public Mental Health System will serve during the time period addressed in the Workforce Needs Assessment.
- 4.3.7 Any additional workforce needs identified through the Workforce Needs Assessment.

TCMHA WET Programs

- 4.4 WET Programing will be developed in the following categories, as needed: 1) Training and Technical Assistance Programs, 2) Mental Health Career Pathway Programs, 3) Residency and Internship Programs, 4) Financial Incentive Programs, and 5) Workforce Staffing Support Programs.
- 4.5 Training and Technical Assistance Programs will increase the ability of the Public Mental Health System workforce to: 1) Promote and support the General Standards in Section 3320; 2) Support the participation of clients and family members of clients in the Public Mental Health System; 3) Increase collaboration and partnerships among Public Mental Health System staff and individuals and/or entities that participate in and support the provision of services in the Public Mental Health System; 4) Promote cultural and linguistic competence.
 - 4.5.1 Training programs and opportunities will be developed based on the workforce needs assessment, as well as on-going identified needs, in order to build the knowledge, skills, and competences of the TCMHA workforce and well as increase participation of clients and families.
 - 4.5.2 The WET Coordinator will continually develop training and technical assistance opportunities and programs for workforce members.
 - 4.5.3 Training and technical assistance programs will be evaluated to determine effectiveness.
- 4.6 Mental Health Career Pathway Programs will introduce and prepare individuals, clients and/or family members of clients for employment and/or volunteer work in the Public Mental Health System; and provide equal opportunities and increase access to employment in the Public Mental Health System to cultural and linguistic groups that are underrepresented in the Public Mental Health System and or those who share the racial/ethnic, cultural and linguistic characteristics of the clients served.
 - 4.6.1 TCMHA will develop and maintain a Mental Health Career Pathway that will allow both clients and non-clients a flexible structure to work towards gaining adequate tools and sufficient support as they work towards finding stability and possible employment in the community that is either paid or unpaid.
 - 4.6.2 The TCMHA Mental Health Career Pathway shall have various points of entry and pathways to be introduced to and prepared for work in the public mental health system.

SUBJECT: MHSA: Workforce Education and Training (WET) Plan and Program	POLICY NO.:	EFFECTIVE DATE: 07/21/2021	PAGE: 6 of 6
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4.6.3 Participants will gain a variety of helpful tools and skills to promote meaningful roles in personal growth. Participants will be able to navigate through a number of different pathways each focusing on a particular skill, tool and topic

4.7 Residency and Internship Programs will serve to fund staff and faculty the time required to oversee, train, supervise psychiatric residents, physician assistants, psychiatric nurse practitioners, masters of social work, marriage and family therapists, or clinical psychologists training to work in the Public Mental Health System.

4.7.1 Residents and/or interns may be offered placement at TCMHA if a Memorandum of Understanding (MOU) is in place, between TCMHA and the University or other training program.

4.7.2 Selection of Residents/Interns may include an interview process as outlined in the MOU between TCMHA and University or other training program.

4.7.3 TCMHA shall provide an orientation and an onboarding process for all student residents and interns, including familiarity with the system of care, professional standards of care and conduct, as well as agency expectations, policies and procedures.

4.7.4 TCMHA will provide practical experience and training to work in the Public Mental Health System, pursuant to the terms of the MOU established.

4.8 Financial Incentive Programs will be developed and managed, as needed, to address one or more of the occupational shortages identified in the Workforce Needs Assessment, through the use of (1) Scholarships, (2) Stipends and (3) Loan assumption programs.

4.9 Workforce Staffing Support Programs will fund staff that can plan, recruit, coordinate, administer, support and/or evaluate Workforce Education and Training programs and activities, when the staff is not funded through any of the other funding categories in Section 3840.

Performance Outcomes

4.10 TCMHA will gather and analyze data in order to assess for and develop WET programs, as well as to determine the effectiveness of WET programs.

4.11 TCMHA will ensure ongoing monitoring, evaluation, and reporting of WET programs and will reflect the actions, activities, and major accomplishments of WET programs in the MHSA Annual Updates and Three-Year Revenue and Expenditure Plans.

5. REFERENCES

5.1 Welfare and Institutions Code: Sections 5813.5, 5820, 5822 and 5848

5.2 California Code of Regulations: Title 9 CCR Division 1 > Chapter 14 > Article 8.



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

DATE: July 21, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Natalie Majors-Stewart, Chief Compliance Officer

SUBJECT: Consideration of Resolution No. 595, Establishing Class Specification and Salary Range for the Position of Compliance Administrator, and Revising the Authority's Classification and Salary Schedule to Reflect this Change Effective July 1, 2021

Summary:

As health care reforms continue to unfold and the Tri-City system of care continues to transform and adapt to meet the needs of the community, there is also a critical need to expand the compliance oversight for programs and services. Therefore, it is recommended to create a new position of Compliance Administrator, which will report the Chief Compliance officer, and provide an essential role in the daily compliance oversight of the Tri-City System of Care.

Background:

The US Department of Health and Human Services, Office of Inspector General, Office of Civil Rights, and the California Department of Health Care Services all require that agencies who are covered entities and/or have contracts to provide services, have designated compliance oversight in place, in order provide assurances as to the quality and compliance in the system of care.

TCMHA began to construct its formal compliance program in 2018, with the onboarding of its Chief Compliance Officer. This position was created to respond to the increased need to oversee, coordinate and monitor the compliance in the system of care with the various regulations, mandates and requirements that pertain to Medicaid, Medicare, Specialty Mental Health Services, and the Mental Health Services Act services delivery.

Since that time, the compliance program has built a solid foundation of compliance at the agency. However, as healthcare reform plans continue to bring changes and new demands, there is also the expectation of even more regulatory requirements that will need to be met and maintained.

**Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 595, Establishing Class Specification and Salary Range
for the Position of Compliance Administrator, and Revising the Authority's Classification
and Salary Schedule to reflect this Change Effective July 1, 2021
July 21, 2021
Page 2**

Consequently, it is viable and essential to incorporate the role of a Compliance Administrator in the compliance program, to assist the Chief Compliance Officer with ensuring regular maintenance and coordination of the day to day compliance program activities. This assistance will allow additional time and flexibility for the Chief Compliance Officer to research, analyze, plan for and develop strategies to address higher level compliance needs of the agency that will ensure that the primary objectives of Tri-City's Compliance Program are fulfilled.

A draft job description for the Compliance Administrator Position is included for Governing Board review and approval.

Fiscal Impact:

Salary Range and Pay Grade Proposed:

Compliance Administrator	\$56,702.82 - \$90,724.73	S3
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The funding source for this position is 40% Realignment and 60% MHSA.

Recommendation:

Staff recommends that the Governing Board approve and adopt Resolution No. 595 establishing and adding the position of Compliance Administrator to Tri-City's Classification and Salary Schedule effective July 21, 2021.

Attachments

Attachment 5-A: Resolution No. 595- Draft

Attachment 5-B: Compliance Administrator Position Job Description

RESOLUTION NO. 595

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ESTABLISHING CLASS SPECIFICATION AND SALARY RANGE FOR THE POSITION OF COMPLIANCE ADMINISTRATOR; AND REVISING ITS CLASSIFICATION AND SALARY SCHEDULE TO REFLECT THIS CHANGE EFFECTIVE JULY 1, 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 (“Authority or TCMHA”), desires to establish the Compliance Administrator Position under the classification of general services employees.

B. The Authority’s Governing Board has previously approved job descriptions, classifications, pay grades, salary ranges, and benefits for the Authority’s employees through the adoption of Resolutions. The funding source for this position is 40% Realignment and 60% MHSA.

C. A class and compensation review was conducted in order to establish the appropriate pay grade for the Compliance Administrator job description and will be added to the Authority’s Classification and Salary Schedule with the proposed Salary Range and Pay Grade:

Compliance Administrator	\$56,702.82 - \$90,724.73	S3
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2. Action

The Governing Board approves and authorizes the Compliance Administrator job classification to be added to the Authority’s Classification and Salary Schedule as shown in ‘Exhibit A’ attached herein effective July 1, 2021.

3. Adoption

PASSED AND ADOPTED at a regular meeting of the Governing Board held on July 21, 2021 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: _____



TRI-CITY MENTAL HEALTH AUTHORITY
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE July 01, 2021

Job Title	Job Classification	Pay Grade	Salary Rate	Salary Range				
				Minimum	25th%	Mid	75th%	Maximum
Housing Wellness Advocate I Master of Social Work (MSW) Intern Wellness Advocate I	Non-Exempt	N1	Annual Monthly Hourly	\$ 29,993.60 \$ 2,499.47 \$ 14.4200	\$ 31,493.28 \$ 2,624.44 \$ 15.1410	\$ 32,992.96 \$ 2,749.41 \$ 15.8620	\$ 34,492.64 \$ 2,874.39 \$ 16.5830	\$ 35,992.32 \$ 2,999.36 \$ 17.3040
Clinical Wellness Advocate I Housing Wellness Advocate II Medical Assistant Program Support Assistant I Wellness Advocate II	Non-Exempt	N2	Annual Monthly Hourly	\$ 32,997.10 \$ 2,749.76 \$ 15.8640	\$ 35,472.08 \$ 2,956.01 \$ 17.0539	\$ 37,947.05 \$ 3,162.25 \$ 18.2438	\$ 40,422.03 \$ 3,368.50 \$ 19.4337	\$ 42,897.00 \$ 3,574.75 \$ 20.6236
Clinical Wellness Advocate II Community Garden Farmer Community Navigator I Facilities Maintenance Technician I Housing Wellness Advocate III Program Support Assistant II Wellness Advocate III	Non-Exempt	N3	Annual Monthly Hourly	\$ 33,098.18 \$ 2,758.18 \$ 15.9126	\$ 35,741.02 \$ 2,978.42 \$ 17.1832	\$ 38,383.85 \$ 3,198.65 \$ 18.4538	\$ 41,026.68 \$ 3,418.89 \$ 19.7244	\$ 43,669.51 \$ 3,639.13 \$ 20.9950
Clinical Wellness Advocate III Community Navigator II Human Resources Assistant Mental Health Worker Program Support Assistant III	Non-Exempt	N4	Annual Monthly Hourly	\$ 39,926.92 \$ 3,327.24 \$ 19.1956	\$ 42,921.44 \$ 3,576.79 \$ 20.6353	\$ 45,915.96 \$ 3,826.33 \$ 22.0750	\$ 48,910.48 \$ 4,075.87 \$ 23.5147	\$ 51,905.00 \$ 4,325.42 \$ 24.9543
Facilities Maintenance Technician II Program Support Assistant IV Psychiatric Technician I Residential Services Coordinator	Non-Exempt	N5	Annual Monthly Hourly	\$ 43,919.62 \$ 3,659.97 \$ 21.1152	\$ 47,213.72 \$ 3,934.48 \$ 22.6989	\$ 50,507.83 \$ 4,208.99 \$ 24.2826	\$ 53,801.94 \$ 4,483.50 \$ 25.8663	\$ 57,096.05 \$ 4,758.00 \$ 27.4500
Human Resources Technician Psychiatric Technician II Mental Health Specialist	Non-Exempt	N6	Annual Monthly Hourly	\$ 48,312.13 \$ 4,026.01 \$ 23.2270	\$ 51,935.48 \$ 4,327.96 \$ 24.9690	\$ 55,558.84 \$ 4,629.90 \$ 26.7110	\$ 59,182.19 \$ 4,931.85 \$ 28.4530	\$ 62,805.55 \$ 5,233.80 \$ 30.1950
Administrative Assistant Facilities Maintenance Technician, Senior Senior Mental Health Specialist Information Technology Specialist I Psychiatric Technician III	Non-Exempt	N7	Annual Monthly Hourly	\$ 53,142.90 \$ 4,428.58 \$ 25.5495	\$ 57,128.73 \$ 4,760.73 \$ 27.4657	\$ 61,114.55 \$ 5,092.88 \$ 29.3820	\$ 65,100.38 \$ 5,425.03 \$ 31.2983	\$ 69,086.21 \$ 5,757.18 \$ 33.2145
Mental Health Specialist Coordinator	Non-Exempt	N8	Annual Monthly Hourly	\$ 58,456.97 \$ 4,871.41 \$ 28.1043	\$ 62,841.24 \$ 5,236.77 \$ 30.2121	\$ 67,225.52 \$ 5,602.13 \$ 32.3200	\$ 71,609.79 \$ 5,967.48 \$ 34.4278	\$ 75,994.06 \$ 6,332.84 \$ 36.5356
Accountant Certified Substance Abuse Counselor Communications Coordinator Field Capable CSW I Program Support Supervisor	Exempt	S2	Annual Monthly Hourly	\$ 52,419.05 \$ 4,368.25 \$ 25.2015	\$ 58,971.30 \$ 4,914.27 \$ 28.3516	\$ 65,523.54 \$ 5,460.30 \$ 31.5017	\$ 72,075.79 \$ 6,006.32 \$ 34.6518	\$ 78,628.03 \$ 6,552.34 \$ 37.8019
Information Technology Specialist II	Non-Exempt	N9	Annual Monthly Hourly	\$ 64,302.64 \$ 5,358.55 \$ 30.9147	\$ 69,125.39 \$ 5,760.45 \$ 33.2334	\$ 73,948.15 \$ 6,162.35 \$ 35.5520	\$ 78,770.69 \$ 6,564.22 \$ 37.8705	\$ 83,593.45 \$ 6,966.12 \$ 40.1892
Accountant, Senior Clinical Therapist I Community Capacity Organizer Community Mental Health Trainer Field Capable CSW II Housing Supervisor Human Resources Analyst Medication Support Services Supervisor MHSA Wellbeing Specialist Nurse Practitioner I Program Analyst I Compliance Administrator Diversity & Inclusion Coordinator Quality Improvement Specialist I	Exempt	S3	Annual Monthly Hourly	\$ 56,702.82 \$ 4,725.24 \$ 27.2610	\$ 65,208.30 \$ 5,434.03 \$ 31.3501	\$ 73,713.78 \$ 6,142.81 \$ 35.4393	\$ 82,219.26 \$ 6,851.60 \$ 39.5285	\$ 90,724.73 \$ 7,560.39 \$ 43.6177
	Non-Exempt	N10	Annual Monthly Hourly	\$ 70,732.84 \$ 5,894.40 \$ 34.0062	\$ 77,082.91 \$ 6,423.58 \$ 37.0591	\$ 83,432.77 \$ 6,952.73 \$ 40.1119	\$ 89,782.63 \$ 7,481.89 \$ 43.1647	\$ 96,132.49 \$ 8,011.04 \$ 46.2175
Clinical Therapist II Employment Outreach Supervisor Facilities Coordinator MHSA Program Coordinator MHSA Well Being Supervisor Program Analyst II Psychologist I Quality Improvement Specialist II Supplemental Crisis Services Clinician	Exempt	S4	Annual Monthly Hourly	\$ 63,790.81 \$ 5,315.90 \$ 30.6687	\$ 73,359.27 \$ 6,113.27 \$ 35.2689	\$ 82,927.73 \$ 6,910.64 \$ 39.8691	\$ 92,496.18 \$ 7,708.02 \$ 44.4693	\$ 102,064.64 \$ 8,505.39 \$ 49.0695

EXHIBIT A



TRI-CITY MENTAL HEALTH AUTHORITY
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE July 01, 2021

Job Title	Job Classification	Pay Grade	Salary Rate	Salary Range				
				Minimum	25th%	Mid	75th%	Maximum
Clinical Supervisor I Facilities Manager MHSA Program Supervisor Nurse Practitioner II Program Supervisor I Program Analyst III Psychologist II Senior Human Resources Analyst Information Technology Service Desk and Project Supervisor Support Systems Manager WET Supervisor	Exempt	S5	Annual Monthly Hourly	\$ 71,764.11 \$ 5,980.34 \$ 34.5020	\$ 82,528.73 \$ 6,877.39 \$ 39.6773	\$ 93,293.35 \$ 7,774.45 \$ 44.8526	\$ 104,057.97 \$ 8,671.50 \$ 50.0279	\$ 114,822.58 \$ 9,568.55 \$ 55.2032
Accounting Manager Clinical Supervisor II Crisis Intervention and Medication Support Housing Manager Joint Powers Authority (JPA) Administrator/Clerk Mental Health Services Act (MHSA) Projects Manager Occupational Therapist Program and Outcomes Analyst Supervisor Program Supervisor II Information Technology System Administrator and Security Officer Quality Improvement Supervisor Revenue/Billing Manager Wellness Advocate Manager Wellness Center Manager	Exempt	S6	Annual Monthly Hourly	\$ 82,529.56 \$ 6,877.46 \$ 39.6777	\$ 94,908.82 \$ 7,909.07 \$ 45.6292	\$ 107,288.09 \$ 8,940.67 \$ 51.5808	\$ 119,667.36 \$ 9,972.28 \$ 57.5324	\$ 132,046.63 \$ 11,003.89 \$ 63.4840
Clinical Program Manager Controller Human Resources Manager	Exempt	S7	Annual Monthly Hourly	\$ 92,844.65 \$ 7,737.05 \$ 44.6369	\$ 106,771.57 \$ 8,897.63 \$ 51.3325	\$ 120,698.49 \$ 10,058.21 \$ 58.0281	\$ 134,625.40 \$ 11,218.78 \$ 64.7238	\$ 148,552.32 \$ 12,379.36 \$ 71.4194
Manager of Best Practices	Exempt	S8	Annual Monthly Hourly	\$ 102,129.45 \$ 8,510.79 \$ 49.1007	\$ 117,448.86 \$ 9,787.41 \$ 56.4658	\$ 132,768.28 \$ 11,064.02 \$ 63.8309	\$ 148,087.70 \$ 12,340.64 \$ 71.1960	\$ 163,407.11 \$ 13,617.26 \$ 78.5611
Chief Compliance Officer Director of MHSA and Ethnic Services Chief Information Officer	At-Will	S9	Annual Monthly Hourly	\$ 112,459.92 \$ 9,371.66 \$ 54.0673	\$ 129,328.91 \$ 10,777.41 \$ 62.1774	\$ 146,197.90 \$ 12,183.16 \$ 70.2874	\$ 163,066.88 \$ 13,588.91 \$ 78.3975	\$ 179,935.87 \$ 14,994.66 \$ 86.5076
Chief Clinical Officer Chief Financial Officer Chief Operations Officer/HIPAA Privacy Officer	At-Will	S10	Annual Monthly Hourly	\$ 129,329.18 \$ 10,777.43 \$ 62.1775	\$ 147,221.86 \$ 12,268.49 \$ 70.7797	\$ 165,114.55 \$ 13,759.55 \$ 79.3820	\$ 183,007.23 \$ 15,250.60 \$ 87.9842	\$ 200,899.91 \$ 16,741.66 \$ 96.5865
Psychiatrist I	Exempt	S11	Annual Monthly Hourly	\$ 156,953.16 \$ 13,079.43 \$ 77.7220	\$ 185,518.59 \$ 15,459.88 \$ 89.1916	\$ 214,084.02 \$ 17,840.33 \$ 102.9250	\$ 242,649.45 \$ 20,220.79 \$ 116.6584	\$ 271,214.88 \$ 22,601.24 \$ 130.3918
Psychiatrist II	Exempt	S12	Annual Monthly Hourly	\$ 173,785.92 \$ 14,482.16 \$ 83.5509	\$ 206,916.62 \$ 17,243.05 \$ 99.4791	\$ 240,047.32 \$ 20,003.94 \$ 115.4074	\$ 273,178.02 \$ 22,764.84 \$ 131.3356	\$ 306,308.72 \$ 25,525.73 \$ 147.2638
Psychiatrist III	Exempt	S13	Annual Monthly Hourly	\$ 210,587.25 \$ 17,548.94 \$ 101.2439	\$ 242,175.33 \$ 20,181.28 \$ 116.4304	\$ 273,763.42 \$ 22,813.62 \$ 131.6170	\$ 305,351.51 \$ 25,445.96 \$ 146.8036	\$ 336,939.60 \$ 28,078.30 \$ 161.9902
Executive Director Medical Director	Contract At-Will	S14	Annual Monthly Hourly	\$ 232,281.61 \$ 19,356.80 \$ 111.6739	\$ 264,220.34 \$ 22,018.36 \$ 127.0290	\$ 296,159.06 \$ 24,679.92 \$ 142.3842	\$ 328,097.78 \$ 27,341.48 \$ 157.7393	\$ 360,036.50 \$ 30,003.04 \$ 173.0945



COMPLIANCE ADMINISTRATOR

Classification specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications *may not include all* duties performed by individuals within a classification. In addition, specifications are intended to outline the *minimum* qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

FLSA STATUS: Exempt

DEFINITION:

Under direction, provides professional support in planning, implementing, and administering the Authority's Compliance and Ethics Program; conducts a variety of compliance activities, including training, auditing, risk assessment and investigations ensure mandated requirements are met; assists in the development of Authority wide program policies and procedures; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED:

Receives direction from the Chief Compliance and Privacy Officer. Exercises no direct supervision over staff.

DISTINGUISHING CHARACTERISTICS:

This classification is responsible for providing professional support in the planning, development, implementation and administration of the Authority's Compliance and Ethics Program. Employees serve as a specialist, liaison, and advocate for the program, which requires the use of initiative and resourcefulness, considerable independent judgment, and regular contact with program stakeholders. Assignments are given with general guidelines and incumbents are responsible for establishing objectives, timelines and methods to complete assignments. Work is typically reviewed upon completion for soundness, appropriateness, and conformity to policy and requirements.

EXAMPLES OF ESSENTIAL DUTIES: Essential duties include, but are not limited to the following:

- Provides professional support to, and assists the Chief Compliance and Privacy Officer in the overall planning, development and administration of the Authority's Compliance and Ethics Program.
- Assists leadership across the Authority in making certain that program policies and procedures are developed, implemented, updated, monitored, and archived.
- Maintains up-to-date knowledge and assists in keeping all Authority staff abreast of all laws, statues, regulations, guidelines, and policies, at the federal, state, county, and Authority levels; regulations include, but are not limited to, the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act, Federal Substance Abuse Confidentiality Requirements, Family Educational Rights and Privacy Act (FERPA), State privacy laws, and Consent laws.

- Provides consultation and training regarding HIPAA, confidentiality/privacy, patient rights, informed consent, complaints, and grievances; coordinates the development of necessary policies, protocols, processes, training materials, documents, and forms, consistent with compliance regulations.
- Receives, logs, and conducts investigations, for all complaints, grievances, and requests for provider changes; assists with investigations and responses to privacy complaints, and privacy breaches.
- Answers internal compliance hotline calls; makes appropriate referrals for follow-up, and logs/tracks call statistics, in order to evaluate trends for performance improvement.
- Assists with conducting assessments, audits, and investigations to identify risks and ensure Authority compliance with mandated laws, regulations, and guidelines, as well as contractual service delivery terms and conditions; informs the Chief Compliance and Privacy Officer of findings, problems, and violations; prepares reports and recommends corrective and preventative actions.
- Assists with Medi-Cal Site Certifications and Medicare Revalidations.
- Observes and complies with all Authority and mandated safety rules, regulations, and protocols.
- Performs related duties as required.

QUALIFICATIONS:

Any combination of education, training, and experience that provides the required knowledge, skills, and abilities to perform the essential duties of the position is qualifying. The incumbents will possess the most desirable combination of education, training, skills, and experience, as demonstrated in their past and current employment history. A typical example includes:

Education and Experience

Education:

Equivalent to a bachelor's degree from an accredited college with major coursework in healthcare, behavioral sciences, or a related field.

Experience:

Three (3) years of professional level experience in healthcare or related field, which included policy research; program planning, development, and evaluation; providing staff development training or leadership; and/or conducting compliance/related audits or investigations of complaints reported by staff, clients, or other sources.

Licenses and Certifications

Possession of a valid California Driver's License, a satisfactory driving record, and a properly registered and insured vehicle, to be maintained throughout employment or the ability to utilize an alternative method of transportation to carry out job-related essential functions.

Knowledge of:

Applicable federal, state, and local laws, codes, and regulations as well as industry standards and best practices pertinent to the assigned area of responsibility, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act, Federal Substance Abuse

Confidentiality Requirements, Family Educational Rights and Privacy Act (FERPA), State privacy laws, and informed consent laws.

- Administrative principles, practices and methods including program development and evaluation.
- Policy development and administration principles and practices.
- Investigative methods, techniques, and procedures.
- Assessment and audit techniques to identify key ethical and compliance risks.
- Methods and techniques of designing and delivering mandated training programs which improve and maintain the Authority's awareness and compliance with legal standards.
- Research principles and practices.
- Methods and techniques of developing technical and administrative reports.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Cultural, social and environmental factors and influences affecting behavioral health.
- Authority and mandated safety rules, regulations, and protocols.
- Techniques for providing a high level of customer service, interacting, and effectively dealing with the public, community-based organizations and service providers, stakeholders, and Authority staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Keep abreast of all local, state, federal, and other regulatory laws, rules, and regulations, and policies/procedures to assure compliance with ethical, legal, and professional requirements.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Conduct research of laws and other regulatory standards.
- Develop policies, procedures, and practices to ensure Authority compliance with requirements and expectations.
- Research and analyze laws, policies, and other regulatory requirements and changes.
- Provide effective consultation, training, evaluation, and recommendations for corrective action to ensure proper application of policies/procedures, regulations, and guidelines governing privacy/confidentiality, ethics, and compliance.
- Assemble, organize, and present factual data derived from a variety of sources in making recommendations to administration.
- Conduct effective, comprehensive, and meaningful investigations, using interview techniques.
- Function independently and as an effective member of the Authority's leadership team, providing support for, and collaboration with, all team members.
- Effectively represent the department and the Authority in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Understand scope of authority in making independent decisions.
- Prepare clear and concise reports, correspondence, and other written materials.

- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Maintain the confidentiality of staff and client information received in the course of work.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with clients, their families, Authority staff, and the behavioral health community.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.

PHYSICAL DEMANDS (ADA)

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various Authority sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 10 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

In accordance with California Government Code Section 3100, Tri-City Mental Health Authority employees, in the event of a disaster, are considered disaster service workers and may be asked to protect the health, safety, lives, and property of the people of the State.

Receive satisfactory results from a background investigation, which includes fingerprinting; a pre-employment physical examination, which includes a drug/alcohol test; and an administrative review.



Tri-City Mental Health Authority
AGENDA REPORT

DATE: July 21, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Diana Acosta, CPA, Chief Financial Officer

SUBJECT: Consideration of Resolution No. 596 Continuing the Temporary Expansion of Vacation and Compensatory Cash Out Policy and Procedure No. I.17 during Fiscal Year 2021-22

Summary:

In response to growing economic concerns as a result of the pandemic, Tri-City is requesting to continue the temporary expansion of its *Vacation Accrual Cash Out* provision as documented in the Personnel Rules and Regulations, Rule VI. Leave Benefits, Section 1F which would temporarily increase the amount of hours that can be cashed out.

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. 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 2021–22.

It is our hope that with this temporary expansion of Tri-City's cash-out provision, will provide employees more access to earned leave in an effort to meet any additional economic/financial needs that employees may be experiencing during the pandemic, while still preserving staffing for the workforce and community needs. This expanded policy was originally approved by the Governing Board on October 21, 2020 for the remainder of the 2020-2021 fiscal year.

Fiscal Impact:

None. These are leave accruals that employees have already earned and does not increase the Agency's financial obligations.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 596 Continuing the Temporary Expansion of Vacation
and Compensatory Cash Out Policy and Procedure No. I.17 Effective Fiscal Year 2021-22
July 21, 2021
Page 2

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 596 continuing the Temporary Expansion of Vacation and Compensatory Cash-Out Policy No. I.17 for Fiscal Year July 1, 2021 through June 30, 2022.

Attachments

Attachment 2-A: Resolution No. 596 – Draft

Attachment 2-B: Revised Temporary Expansion of Vacation and Compensatory Cash Out Policy No. I.17

RESOLUTION NO. 596

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY CONTINUING ITS POLICY AND PROCEDURE NO. I.17 –TEMPORARY EXPANSION OF THE VACATION AND COMPENSATORY CASH OUT– THROUGH JUNE 30, 2022

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 continue its 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. The continuation of the temporary policy expansion would allow employees to cash out an additional 40 hours of vacation accruals and any compensatory time off accruals during Fiscal Year 2021–22.

2. Action

The Governing Board approves the continuation of its Temporary Expansion of the Vacation and Compensatory Cash Out Policy and Procedure No. I.17, and will remain in effect through June 30, 2022.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on July 21, 2021, 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: _____



POLICY & PROCEDURE

SUBJECT: Temporary Expansion of Vacation and Compensatory Leave	POLICY NO.: I.17	EFFECTIVE DATE: 07/01/2021	PAGE: 1 of 6
APPROVED BY: Governing Board Executive Director	SUPERCEDES: All Others	ORIGINAL ISSUE DATE: 10/21/2020	RESPONSIBLE PARTIES: Finance Human Resources All Staff

1. PURPOSE

In continued response to the growing economic concerns as a result of the pandemic, Tri-City temporarily expanded its Vacation Accrual Cash Out provision as documented in the Personnel Rules and Regulations, Rule VI. Leave Benefits, Section 1F on October 21, 2020. As we have continued to move through the current pandemic and the State and Federal government have continued to extend their coronavirus emergency regulations, Tri-City would like to extend our current temporary vacation and compensatory leave provisions until further notice.

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 fiscal year.
- 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



POLICY & PROCEDURE

SUBJECT: Temporary Expansion of Vacation and Compensatory Leave	POLICY NO.: I.17	EFFECTIVE DATE: 07/01/2021	PAGE: 2 of 3
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- 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.
- 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 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 06/30/2022 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.
- 6.1** Employees are not permitted to cash out more than 120 hours of vacation accruals during the fiscal year.
- 6.1** A maximum of three cash-outs will be permitted in the current fiscal year.
- 6.1** Vacation and Comp Accrual Cash-Outs will be paid out at the base rate of pay plus bilingual incentive pay, if applicable.
- 6.1** Only full hour increments of accrued vacation and comp leave may be requested.



POLICY & PROCEDURE

SUBJECT: Temporary Expansion of Vacation and Compensatory Leave	POLICY NO.: I.17	EFFECTIVE DATE: 07/01/2021	PAGE: 3 of 3
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- 6.1** 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.

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



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.

Executive Director: _____ Dated _____



Tri-City Mental Health Authority
AGENDA REPORT

DATE: July 21, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Mica Olmos, JPA Administrator/Clerk

SUBJECT: Consideration to Re-Appoint Joan M. Reyes, Wray Ryback, and David J. Weldon as Members to the Tri-City Mental Health Commission

Summary:

Joan M. Reyes, Wray Ryback, and David J. Weldon became Mental Health Commission (MHC) Members in June 2018. Since then, they continue to be active participants in the Mental Health Commission; their term expired at the end of June 2021; have submitted a new application; and would like to continue their membership of the Mental Health Commission.

Background:

Article IV Section E., Term of Office of the Mental Health Commission Bylaws, states that appointments to the Tri-City Mental Health Commission shall be made for a term of three-years providing that during that period, appointees retain the status which qualified them for appointment and fulfill the responsibilities of Commission membership. Members may be re-appointed to additional three-year terms by action of the Governing Board.

Fiscal Impact:

None.

Recommendation:

Staff recommends that the Governing Board reappoints Joan M. Reyes, Wray Ryback, and David J. Weldon as members to the Mental Health Commission for a three-year term expiring on July 2024.

Attachments

Attachment 7-A: Joan M. Reyes' Application for Membership to the MHC

Attachment 7-B: Wray Ryback's Application for Membership to the MHC

Attachment 7-C: David J. Weldon's Application for Membership to the MHC



Mental Health Commission APPLICATION FOR MEMBERSHIP

RECEIVED JUL 6 2 2021

BY: [Signature]

Date of Application: 07/01/2021

Name: JOAN M. REYES Date of Birth: Older Age of 18 y/o

Street Address: [Redacted] City: [Redacted] Zip Code: [Redacted]

Residence Telephone: [Redacted] Cell Phone: -

Business Address: N/A City: Zip Code:

E-mail Address: [Redacted] Bus. Telephone: N/A

Approximate length of time you have resided or worked within Tri-City Catchment Area: (Pomona, Claremont, La Verne)

Residence: 17 years Work: - years

Previous Work Experience (past 7 years): Retired

Table with 3 columns: Employer, Occupation, Dates: From - To. Includes LA Co. Dept. of Health Services and Pasadena Dept. of Health.

Languages spoken: English and some Spanish

How did you hear about Tri-City's Mental Health Commission? M.H. Commissioner - Term of position ended 6/30/2021

Please list Group or Organization Memberships, purpose of the group and dates of involvement:

Table with 3 columns: Group/Organization, Purpose, Dates: From - To. Includes Pasadena Sister Cities, NAME - Pasadena Pacific Clinics, IRB - Constitutional Review Board.

How have you been involved in your community? List organization names, purpose and dates of service.

Table with 3 columns: Organization, Purpose, Dates: From - To. Includes ASUP Comm. Senior Services Advocacy, Keck Med. School - NAPS study, GSMOL, Cross-Cultural Solutions, Temple Beth Israel, Economy Shop.

Please list any special interests or involvement which might be helpful to you as a Tri-City Mental Health Commission Member:

Pacific Clinics IRB community member - 2009 - Present. We review Human Subjects studies dealing with mental health issues. Once the study is approved we provide oversight.

Please describe briefly the reasons for your interest in serving on the Tri-City Mental Health Commission:

while my nursing background was in Public Health being an advocate for my father put me in many situations w/ certain other mentally ill individuals find themselves. Also, I joined NAMI to better understand my father's needs after becoming his conservator.

WIC 5604.d provides that members of the Mental Health Commission must be free of any conflict of interest. The content of the questions below is based on the standards established by the legislation.

Are you or your spouse an employee of the State or County Mental Health System or an affiliated contract agency? Yes No

If your answer is Yes; where you or your spouse a consumer of mental health services before becoming an employee of the State or County Mental Health System or an affiliated contract agency? Yes No

Service on the Mental Health Commission requires attendance at one mid-day monthly meeting that lasts approximately two hours and at infrequent special purpose meetings.

Does your personal schedule allow you to set aside a minimum of two hours each month for Mental Health Commission Meetings? Yes No

State law provides that a significant portion of the Commission must be comprised of mental health service consumers or immediate family members of persons receiving mental health services.

I qualify as a recipient of mental health services.

I qualify as an ^{former} immediate family member of a recipient of mental health services. my father died on November 19, 2003.

Additional comments or information you would like to add: My father was diagnosed with Schizophrenia in the early 1950s. At that time there was only Thorazine and ECT available for treatment which my father declined. I was there for when problems arose, and to support him from the time I was ten until he died at 89 y/o.

I certify that all statements in this application are true and complete to the best of my knowledge. I authorize Tri-City to make inquiries to determine my suitability for membership on the Mental Health Commission. I understand that any misrepresentation made may be grounds for rejection of this application or dismissal from the Commission.

Jean Reyes
(Signature)

Please attach any additional documentation or information that you deem to be relevant to your application.

RETURN YOUR SIGNED APPLICATION TO: JPA Administrator/Clerk
Tri-City Mental Health Authority
1717 N. Indian Hill Boulevard, Suite B
Claremont, CA 91711-2788



Mental Health Commission APPLICATION FOR MEMBERSHIP

RECEIVED JUL 04 2021

BY: [Signature]

Date of Application: 7/4/21

Name: Wray Jean Ryback Date of Birth: [Redacted]
Street Address: [Redacted] City: [Redacted] Zip Code: [Redacted]
Residence Telephone: N/A Cell Phone: [Redacted]
Business Address: [Redacted] City: [Redacted] Zip Code: [Redacted]
E-mail Address: [Redacted] Bus. Telephone: [Redacted]

Approximate length of time you have resided or worked within Tri-City Catchment Area: (Pomona, Claremont, La Verne)

Residence: _____ years Work: 25 years

Previous Work Experience (past 7 years):

Table with 3 columns: Employer, Occupation, Dates: From - To. Entry: Hemona Valley Hospital, Risk Mgr, 10/96 - Current

Languages spoken: _____

How did you hear about Tri-City's Mental Health Commission? Current commissioner

Please list Group or Organization Memberships, purpose of the group and dates of involvement:

Table with 3 columns: Group/Organization, Purpose, Dates: From - To. Entry: Southern CA Assoc of Health Care Risk Mgt, members re education + networking, 6/2018 - Current

How have you been involved in your community? List organization names, purpose and dates of service.

Table with 3 columns: Organization, Purpose, Dates: From - To. Entry: University of LaVerne, Adjunct Faculty, 1/2020 - Current

Please list any special interests or involvement which might be helpful to you as a Tri-City Mental Health Commission Member:

In my work, we have a focus on Patient Rights + Patient Empowerment. These two areas are highly important to the work of the commission.

Please describe briefly the reasons for your interest in serving on the Tri-City Mental Health Commission:

I would like to continue serving the community and help engage in partnerships between TCMH and Pomona Valley Hospital.

WIC 5604.d provides that members of the Mental Health Commission must be free of any conflict of interest. The content of the questions below is based on the standards established by the legislation.

Are you or your spouse an employee of the State or County Mental Health System or an affiliated contract agency? Yes No

If your answer is Yes; where you or your spouse a consumer of mental health services before becoming an employee of the State or County Mental Health System or an affiliated contract agency? Yes No

Service on the Mental Health Commission requires attendance at one mid-day monthly meeting that lasts approximately two hours and at infrequent special purpose meetings.

Does your personal schedule allow you to set aside a minimum of two hours each month for Mental Health Commission Meetings? Yes No

State law provides that a significant portion of the Commission must be comprised of mental health service consumers or immediate family members of persons receiving mental health services.

I qualify as a recipient of mental health services.

I qualify as an immediate family member of a recipient of mental health services.

Additional comments or information you would like to add: _____

I certify that all statements in this application are true and complete to the best of my knowledge. I authorize Tri-City to make inquiries to determine my suitability for membership on the Mental Health Commission. I understand that any misrepresentation made may be grounds for rejection of this application or dismissal from the Commission.


(Signature)

Please attach any additional documentation or information that you deem to be relevant to your application.

RETURN YOUR SIGNED APPLICATION TO: JPA Administrator/Clerk
Tri-City Mental Health Authority
1717 N. Indian Hill Boulevard, Suite B
Claremont, CA 91711-2788



Mental Health Commission APPLICATION FOR MEMBERSHIP

Date of Application: 7/14/01

Name: DAVID WELDON Date of Birth: [REDACTED]

Street Address: [REDACTED] City: [REDACTED] Zip Code: [REDACTED]

Residence Telephone: [REDACTED] Cell Phone: [REDACTED]

Business Address: NONE City: Zip Code:

E-mail Address: [REDACTED] Bus. Telephone: NONE

Approximate length of time you have resided or worked within Tri-City Catchment Area: (Pomona, Claremont, La Verne)

Residence: 36 years Work: years

Previous Work Experience (past 7 years):

Table with 3 columns: Employer, Occupation, Dates: From - To. Entry: RETIRED

Languages spoken: ENGLISH

How did you hear about Tri-City's Mental Health Commission?

CURRENTLY ON COMMISSION

Please list Group or Organization Memberships, purpose of the group and dates of involvement:

Table with 3 columns: Group/Organization, Purpose, Dates: From - To. Entry: GRACE CHURCH LA VERNE FLOOR BOARD OCT 2018 - CURRENT

How have you been involved in your community? List organization names, purpose and dates of service.

Table with 3 columns: Organization, Purpose, Dates: From - To. Entries: HELPING HAND CARING HEARTS POMONA FEEDING LOW INCOME & HOMELESS 2010 - CURRENT; FARM FAIRPLEX DOBENT AND VOLUNTEER 2008 - CURRENT; CHRISTIAN DEVELOPMENT CENTER MONTCLAIR PRIORITY FOR COMMUNITY 2021 - CURRENT

Please list any special interests or involvement which might be helpful to you as a Tri-City Mental Health Commission Member:

I HAVE FOUND THAT AS A MEMBER ON THE COMMISSION, THAT SHARING WHAT TRI-CITY DOES AND IS DOING WITH THE GROUPS I WORK WITH AND PEOPLE I KNOW IS BRINGING AWARENESS OF TRI-CITY AND SHINES A POSITIVE LIGHT ON TRI-CITY

Please describe briefly the reasons for your interest in serving on the Tri-City Mental Health Commission:

I HAVE BEEN ON THE COMMISSION FOR 3 YEARS AND IT HAS BEEN AN EDUCATION LEARNING ALL OF THE WAYS TRI-CITY SUPPORTS, SERVES, PROTECTS AND HEALS THE COMMUNITY. I WANT TO CONTINUE MY EDUCATION AND FIND WAYS I CAN PARTICIPATE.

WIC 5604.d provides that members of the Mental Health Commission must be free of any conflict of interest. The content of the questions below is based on the standards established by the legislation.

Are you or your spouse an employee of the State or County Mental Health System or an affiliated contract agency? Yes No

If your answer is Yes; where you or your spouse a consumer of mental health services before becoming an employee of the State or County Mental Health System or an affiliated contract agency? Yes No

Service on the Mental Health Commission requires attendance at one mid-day monthly meeting that lasts approximately two hours and at infrequent special purpose meetings.

Does your personal schedule allow you to set aside a minimum of two hours each month for Mental Health Commission Meetings? Yes No

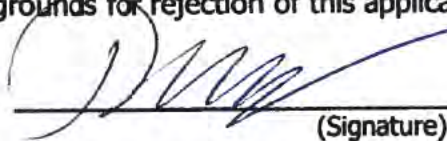
State law provides that a significant portion of the Commission must be comprised of mental health service consumers or immediate family members of persons receiving mental health services.

I qualify as a recipient of mental health services.

I qualify as an immediate family member of a recipient of mental health services.

Additional comments or information you would like to add: _____

I certify that all statements in this application are true and complete to the best of my knowledge. I authorize Tri-City to make inquiries to determine my suitability for membership on the Mental Health Commission. I understand that any misrepresentation made may be grounds for rejection of this application or dismissal from the Commission.


(Signature)

Please attach any additional documentation or information that you deem to be relevant to your application.

RETURN YOUR SIGNED APPLICATION TO: JPA Administrator/Clerk
Tri-City Mental Health Authority
1717 N. Indian Hill Boulevard, Suite B
Claremont, CA 91711-2788



Tri-City Mental Health Authority
AGENDA REPORT

DATE: July 21, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Diana Acosta, CPA, Chief Financial Officer

SUBJECT: Approval of Resolution No. 597 Adopting Revised Classification & Salary Schedule Reflecting a 3% Cost Of Living Adjustment (COLA) Effective July 1, 2021

Summary:

Tri-City is seeking to approve a Cost of Living Adjustment (COLA) of 3.0% for all classifications in Fiscal Year 2021-22 as reflected in the Classification & Salary Schedule effective July 1, 2021.

Background:

Given the economic uncertainty Tri-City was faced with during fiscal year 2020-21 as a result of the COVID-19 pandemic, Tri-City provided no merit or cost of living increases to staff during that year. As economic concerns around our funding sources have eased somewhat, and given cash balances have increased in the past fiscal year, Tri-City Management has reflected in the FY 2021-22 Operating Budget and Classification & Salary Schedule, a cost of living adjustment of 3.0% for all budgeted positions effective July 1, 2021. The COLA will be applied to all staff employed at least one year as of July 1, 2021. In accordance with personnel rules and regulations, the increase will be effective on the first pay period of the fiscal year, July 12, 2021. For staff who have been employed less than one year, the COLA shall be applied on their anniversary date.

Fiscal Impact:

The increase in costs of wages and associated benefits has been accounted for and included in the proposed Fiscal Year 2021-22 budget.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 597 establishing a revised FY 2021-22 Classification & Salary Schedule for Tri-City Mental Health Authority reflecting a 3% COLA increase effective July 1, 2021.

Attachments

Attachment 8-A: Resolution No. 597 - Draft

RESOLUTION NO. 597

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING THE AUTHORITY'S REVISED CLASSIFICATION & SALARY SCHEDULE REFLECTING A 3% COST OF LIVING ADJUSTMENT EFFECTIVE JULY , 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 ("Authority or TCMHA") desires to revise its Classification & Salary Schedule for Fiscal Year 2021-22, to include a three percent (3%) Cost of Living Adjustment (COLA) increase beginning on July 1, 2021.

2. Action

The Governing Board approves and establishes the Authority's revised Classification and Salary Schedule for Fiscal Year 2021-22 reflecting a 3% COLA increase effective July 1, 2021.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on July 21, 2021, 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:_____



TRI-CITY MENTAL HEALTH AUTHORITY
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE July 01, 2021

Job Title	Job Classification	Pay Grade	Salary Rate	Salary Range				
				Minimum	25th%	Mid	75th%	Maximum
Housing Wellness Advocate I Master of Social Work (MSW) Intern Wellness Advocate I	Non-Exempt	N1	Annual Monthly Hourly	\$ 29,993.60 \$ 2,499.47 \$ 14.4200	\$ 31,493.28 \$ 2,624.44 \$ 15.1410	\$ 32,992.96 \$ 2,749.41 \$ 15.8620	\$ 34,492.64 \$ 2,874.39 \$ 16.5830	\$ 35,992.32 \$ 2,999.36 \$ 17.3040
Clinical Wellness Advocate I Housing Wellness Advocate II Medical Assistant Program Support Assistant I Wellness Advocate II	Non-Exempt	N2	Annual Monthly Hourly	\$ 32,997.10 \$ 2,749.76 \$ 15.8640	\$ 35,472.08 \$ 2,956.01 \$ 17.0539	\$ 37,947.05 \$ 3,162.25 \$ 18.2438	\$ 40,422.03 \$ 3,368.50 \$ 19.4337	\$ 42,897.00 \$ 3,574.75 \$ 20.6236
Clinical Wellness Advocate II Community Garden Farmer Community Navigator I Facilities Maintenance Technician I Housing Wellness Advocate III Program Support Assistant II Wellness Advocate III	Non-Exempt	N3	Annual Monthly Hourly	\$ 33,098.18 \$ 2,758.18 \$ 15.9126	\$ 35,741.02 \$ 2,978.42 \$ 17.1832	\$ 38,383.85 \$ 3,198.65 \$ 18.4538	\$ 41,026.68 \$ 3,418.89 \$ 19.7244	\$ 43,669.51 \$ 3,639.13 \$ 20.9950
Clinical Wellness Advocate III Community Navigator II Human Resources Assistant Mental Health Worker Program Support Assistant III	Non-Exempt	N4	Annual Monthly Hourly	\$ 39,926.92 \$ 3,327.24 \$ 19.1956	\$ 42,921.44 \$ 3,576.79 \$ 20.6353	\$ 45,915.96 \$ 3,826.33 \$ 22.0750	\$ 48,910.48 \$ 4,075.87 \$ 23.5147	\$ 51,905.00 \$ 4,325.42 \$ 24.9543
Facilities Maintenance Technician II Program Support Assistant IV Psychiatric Technician I Residential Services Coordinator	Non-Exempt	N5	Annual Monthly Hourly	\$ 43,919.62 \$ 3,659.97 \$ 21.1152	\$ 47,213.72 \$ 3,934.48 \$ 22.6989	\$ 50,507.83 \$ 4,208.99 \$ 24.2826	\$ 53,801.94 \$ 4,483.50 \$ 25.8663	\$ 57,096.05 \$ 4,758.00 \$ 27.4500
Human Resources Technician Psychiatric Technician II Mental Health Specialist	Non-Exempt	N6	Annual Monthly Hourly	\$ 48,312.13 \$ 4,026.01 \$ 23.2270	\$ 51,935.48 \$ 4,327.96 \$ 24.9690	\$ 55,558.84 \$ 4,629.90 \$ 26.7110	\$ 59,182.19 \$ 4,931.85 \$ 28.4530	\$ 62,805.55 \$ 5,233.80 \$ 30.1950
Administrative Assistant Facilities Maintenance Technician, Senior Senior Mental Health Specialist Information Technology Specialist I Psychiatric Technician III	Non-Exempt	N7	Annual Monthly Hourly	\$ 53,142.90 \$ 4,428.58 \$ 25.5495	\$ 57,128.73 \$ 4,760.73 \$ 27.4657	\$ 61,114.55 \$ 5,092.88 \$ 29.3820	\$ 65,100.38 \$ 5,425.03 \$ 31.2983	\$ 69,086.21 \$ 5,757.18 \$ 33.2145
Mental Health Specialist Coordinator	Non-Exempt	N8	Annual Monthly Hourly	\$ 58,456.97 \$ 4,871.41 \$ 28.1043	\$ 62,841.24 \$ 5,236.77 \$ 30.2121	\$ 67,225.52 \$ 5,602.13 \$ 32.3200	\$ 71,609.79 \$ 5,967.48 \$ 34.4278	\$ 75,994.06 \$ 6,332.84 \$ 36.5356
Accountant Certified Substance Abuse Counselor Communications Coordinator Field Capable CSW I Program Support Supervisor	Exempt	S2	Annual Monthly Hourly	\$ 52,419.05 \$ 4,368.25 \$ 25.2015	\$ 58,971.30 \$ 4,914.27 \$ 28.3516	\$ 65,523.54 \$ 5,460.30 \$ 31.5017	\$ 72,075.79 \$ 6,006.32 \$ 34.6518	\$ 78,628.03 \$ 6,552.34 \$ 37.8019
Information Technology Specialist II	Non-Exempt	N9	Annual Monthly Hourly	\$ 64,302.64 \$ 5,358.55 \$ 30.9147	\$ 69,125.39 \$ 5,760.45 \$ 33.2334	\$ 73,948.15 \$ 6,162.35 \$ 35.5520	\$ 78,770.69 \$ 6,564.22 \$ 37.8705	\$ 83,593.45 \$ 6,966.12 \$ 40.1892
Accountant, Senior Clinical Therapist I Community Capacity Organizer Community Mental Health Trainer Field Capable CSW II Housing Supervisor Human Resources Analyst Medication Support Services Supervisor MHSA Wellbeing Specialist Nurse Practitioner I Program Analyst I Compliance Administrator Diversity & Inclusion Coordinator Quality Improvement Specialist I	Exempt	S3	Annual Monthly Hourly	\$ 56,702.82 \$ 4,725.24 \$ 27.2610	\$ 65,208.30 \$ 5,434.03 \$ 31.3501	\$ 73,713.78 \$ 6,142.81 \$ 35.4393	\$ 82,219.26 \$ 6,851.60 \$ 39.5285	\$ 90,724.73 \$ 7,560.39 \$ 43.6177
	Non-Exempt	N10	Annual Monthly Hourly	\$ 70,732.84 \$ 5,894.40 \$ 34.0062	\$ 77,082.91 \$ 6,423.58 \$ 37.0591	\$ 83,432.77 \$ 6,952.73 \$ 40.1119	\$ 89,782.63 \$ 7,481.89 \$ 43.1647	\$ 96,132.49 \$ 8,011.04 \$ 46.2175
Clinical Therapist II Employment Outreach Supervisor Facilities Coordinator MHSA Program Coordinator MHSA Well Being Supervisor Program Analyst II Psychologist I Quality Improvement Specialist II Supplemental Crisis Services Clinician	Exempt	S4	Annual Monthly Hourly	\$ 63,790.81 \$ 5,315.90 \$ 30.6687	\$ 73,359.27 \$ 6,113.27 \$ 35.2689	\$ 82,927.73 \$ 6,910.64 \$ 39.8691	\$ 92,496.18 \$ 7,708.02 \$ 44.4693	\$ 102,064.64 \$ 8,505.39 \$ 49.0695

EXHIBIT A



TRI-CITY MENTAL HEALTH AUTHORITY
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE July 01, 2021

Job Title	Job Classification	Pay Grade	Salary Rate	Salary Range				
				Minimum	25th%	Mid	75th%	Maximum
Clinical Supervisor I Facilities Manager MHSA Program Supervisor Nurse Practitioner II Program Supervisor I Program Analyst III Psychologist II Senior Human Resources Analyst Information Technology Service Desk and Project Supervisor Support Systems Manager WET Supervisor	Exempt	S5	Annual Monthly Hourly	\$ 71,764.11 \$ 5,980.34 \$ 34.5020	\$ 82,528.73 \$ 6,877.39 \$ 39.6773	\$ 93,293.35 \$ 7,774.45 \$ 44.8526	\$ 104,057.97 \$ 8,671.50 \$ 50.0279	\$ 114,822.58 \$ 9,568.55 \$ 55.2032
Accounting Manager Clinical Supervisor II Crisis Intervention and Medication Support Housing Manager Joint Powers Authority (JPA) Administrator/Clerk Mental Health Services Act (MHSA) Projects Manager Occupational Therapist Program and Outcomes Analyst Supervisor Program Supervisor II Information Technology System Administrator and Security Officer Quality Improvement Supervisor Revenue/Billing Manager Wellness Advocate Manager Wellness Center Manager	Exempt	S6	Annual Monthly Hourly	\$ 82,529.56 \$ 6,877.46 \$ 39.6777	\$ 94,908.82 \$ 7,909.07 \$ 45.6292	\$ 107,288.09 \$ 8,940.67 \$ 51.5808	\$ 119,667.36 \$ 9,972.28 \$ 57.5324	\$ 132,046.63 \$ 11,003.89 \$ 63.4840
Clinical Program Manager Controller Human Resources Manager	Exempt	S7	Annual Monthly Hourly	\$ 92,844.65 \$ 7,737.05 \$ 44.6369	\$ 106,771.57 \$ 8,897.63 \$ 51.3325	\$ 120,698.49 \$ 10,058.21 \$ 58.0281	\$ 134,625.40 \$ 11,218.78 \$ 64.7238	\$ 148,552.32 \$ 12,379.36 \$ 71.4194
Manager of Best Practices	Exempt	S8	Annual Monthly Hourly	\$ 102,129.45 \$ 8,510.79 \$ 49.1007	\$ 117,448.86 \$ 9,787.41 \$ 56.4658	\$ 132,768.28 \$ 11,064.02 \$ 63.8309	\$ 148,087.70 \$ 12,340.64 \$ 71.1960	\$ 163,407.11 \$ 13,617.26 \$ 78.5611
Chief Compliance Officer Director of MHSA and Ethnic Services Chief Information Officer	At-Will	S9	Annual Monthly Hourly	\$ 112,459.92 \$ 9,371.66 \$ 54.0673	\$ 129,328.91 \$ 10,777.41 \$ 62.1774	\$ 146,197.90 \$ 12,183.16 \$ 70.2874	\$ 163,066.88 \$ 13,588.91 \$ 78.3975	\$ 179,935.87 \$ 14,994.66 \$ 86.5076
Chief Clinical Officer Chief Financial Officer Chief Operations Officer/HIPAA Privacy Officer	At-Will	S10	Annual Monthly Hourly	\$ 129,329.18 \$ 10,777.43 \$ 62.1775	\$ 147,221.86 \$ 12,268.49 \$ 70.7797	\$ 165,114.55 \$ 13,759.55 \$ 79.3820	\$ 183,007.23 \$ 15,250.60 \$ 87.9842	\$ 200,899.91 \$ 16,741.66 \$ 96.5865
Psychiatrist I	Exempt	S11	Annual Monthly Hourly	\$ 156,953.16 \$ 13,079.43 \$ 77.7220	\$ 185,518.59 \$ 15,459.88 \$ 89.1916	\$ 214,084.02 \$ 17,840.33 \$ 102.9250	\$ 242,649.45 \$ 20,220.79 \$ 116.6584	\$ 271,214.88 \$ 22,601.24 \$ 130.3918
Psychiatrist II	Exempt	S12	Annual Monthly Hourly	\$ 173,785.92 \$ 14,482.16 \$ 83.5509	\$ 206,916.62 \$ 17,243.05 \$ 99.4791	\$ 240,047.32 \$ 20,003.94 \$ 115.4074	\$ 273,178.02 \$ 22,764.84 \$ 131.3356	\$ 306,308.72 \$ 25,525.73 \$ 147.2638
Psychiatrist III	Exempt	S13	Annual Monthly Hourly	\$ 210,587.25 \$ 17,548.94 \$ 101.2439	\$ 242,175.33 \$ 20,181.28 \$ 116.4304	\$ 273,763.42 \$ 22,813.62 \$ 131.6170	\$ 305,351.51 \$ 25,445.96 \$ 146.8036	\$ 336,939.60 \$ 28,078.30 \$ 161.9902
Executive Director Medical Director	Contract At-Will	S14	Annual Monthly Hourly	\$ 232,281.61 \$ 19,356.80 \$ 111.6739	\$ 264,220.34 \$ 22,018.36 \$ 127.0290	\$ 296,159.06 \$ 24,679.92 \$ 142.3842	\$ 328,097.78 \$ 27,341.48 \$ 157.7393	\$ 360,036.50 \$ 30,003.04 \$ 173.0945



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

DATE: July 21, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director
Diana Acosta, Chief Financial Officer
Kitha Torregano, Human Resources Manager

SUBJECT: Consideration of Resolution No. 598 Approving the Tri-City Mental Health Authority Essential Worker Bonus Effective July 21, 2021

Summary:

In an effort to recognize, retain and show appreciation to the Tri-City Mental Health Authority staff who have worked tirelessly through the COVID-19 pandemic to provide resources and support to our clients, community and counterparts, Tri-City's Human Resources and Finance Departments propose an Essential Worker Bonus. This bonus will serve as a one-time payment of \$500 for every staff member who has been employed with the Agency as of March 23, 2020 effective on July 21, 2021 and paid out on the July 30, 2021 pay date.

Background:

On March 23, 2020, Tri-City transitioned to our modified operations in response to the COVID-19 pandemic at which point staff were required to pivot the way services were provided overnight. Hence, staff is requesting the Tri-City Governing Board approve adoption of the Essential Worker Bonus in order to continue to retain and motivate our workforce.

It is our hope that this bonus will serve as a small token of appreciation to staff whom during the pandemic provided services to our community while operating within the ever-changing Federal, State and local ordinances. Mental health professionals across the nation are experiencing doubling and quadrupling of caseloads because of the need for mental health services as a result of the pandemic and more. Additionally, the profession of mental health is experiencing a shortage in viable workers as the need for mental health services grows and managed care plans continue to saturate the market.

This Essential Worker Bonus is intended to provide some measure of relief and gratitude to Tri-City staff whom remained and continue to remain calm, adapt quickly, be responsible and maintain core Tri-City functions in the face of uncertainty. Their efforts continue to be key.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 598 Adopting the Tri-City Mental Health Authority
Essential Worker Bonus Effective July 21, 2021
July 21, 2021
Page 2

Fiscal Impact:

There are currently 163 employees who meet eligibility for this bonus and the \$81,500 to cover this bonus will come from 1991 Realignment and MHSA Funds based on the program assignments of the staff to be compensated.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 598 approving the Tri-City Mental Health Authority Essential Worker Bonus effective July 21, 2021.

Attachments

Attachment 9-A: Resolution No. 598- Draft

RESOLUTION NO. 598

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING THE AUTHORITY' ONE-TIME ESSENTIAL BONUS TO RECOGNIZE, RETAIN AND SHOW APPRECIATION FOR STAFF'S RESPONSE TO COVID-19 PANDEMIC CRISIS – EFFECTIVE JULY 21, 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 recognize, retain and show appreciation to the Tri-City Mental Health Authority staff who have worked tirelessly through the COVID-19 pandemic to provide resources and support to our clients, community and counterparts.

B. A one-time Essential Worker Bonus of \$500 will be given to every staff member who has been employed by TCMHA since March 23, 2020 to provide some measure of relief and gratitude.

2. Action

The Governing Board approves the Authority’s one-time Essential Worker Bonus in the amount of \$500 beginning on July 21, 2021 for every staff member employed since March 23, 2020.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on July 21, 2021, 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: _____

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

DATE: July 21, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Diana Acosta, CPA, Chief Financial Officer

SUBJECT: Consideration of Resolution No. 599 Awarding a Three-Year Agreement to All American Security for Security Guard Services Beginning July 22, 2021, in the Amount of \$1,564,706, with an Option to Extend Two Additional Years; and Authorizing the Executive Director to Execute the Agreement

Summary

Staff is seeking Governing Board approval to terminate its existing Agreement with Citiguard, Inc. and to authorize the Executive Director to enter into a three-year agreement with All American Security for security services in the amount of \$1,654,706 beginning July 22, 2021 through July 21, 2024 with an option to extend two additional years beginning on July 22, 2024 through July 21, 2026. This agreement would allow All American Security to provide security services for four properties owned and/or leased by Tri-City Mental Health Authority located in Pomona.

Background

In December of 2020, the Governing Board approved Resolution No. 567 Authorizing the Executive Director to Enter into a three-year agreement with Citiguard, Inc. for security services. After allowing for a considerable period for transition, Tri-City has reached the conclusion that the agreement with Citiguard should be terminated. Accordingly, Tri-City will provide a 30-day notice to terminate its agreement with Citiguard, Inc. and recommends that the Board award the contract for security guard services to the next proposer which is All American Security.

On November 5, 2020, a Request for Proposal (RFP) for Security Guard Services (Attachment C) was issued, posted on Tri-City's website, and distributed to eighteen (18) security guard companies. Out of the eighteen (18) companies, there were ten (10) companies that attended the mandatory pre-proposal meeting on November 16, 2020. On November 30, 2020 Tri-City received eleven (11) proposals (See Attachment D).

Proposals submitted were 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 concurrence of the Governing Board, and the annual availability of a budget appropriation.

Governing Board of Tri-City Mental Health

Consideration of Resolution No. 599 Awarding a Three-Year Agreement to All American Security for Security Guard Services Beginning July 22, 2021, in the Amount of \$1,564,706, with an Option to Extend Two Additional Years; and Authorizing the Executive Director to Execute the Agreement

July 21, 2021

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As previously reported back in December of 2020, based on review of all proposals, both qualitatively (responses to RFP elements) and quantitatively (proposed costs), Tri-City selected the top three proposers that would best serve Tri-City's needs at the various sites. Across all respondents, proposed costs (over the five year period) ranged from approximately \$2.2 million to \$4.4 million. The top three proposers selected for an interview were not solely based on their proposed costs but also considered the prospective proposers' current clients and their similarity to our needs.

The bid amounts submitted by the top three companies as originally reported are listed below. The amounts were based on both three-year and five-year agreement terms.

Company	3-Year Contract beginning July 22, 2021			Option 2-Yr Extension		5-yr Total
	Year 1	Year 2	Year 3	Year 4	Year 5	
Citiguard, Inc.	476,748	476,748	476,748	476,748	476,748	2,383,740
Allied Nationwide Security	542,736	542,736	542,736	569,541	594,268	2,792,016
All American Security	527,029	550,699	576,977	600,557	624,325	2,879,587

Also as noted previously, the proposals were reviewed and evaluated by an Ad Hoc committee. The committee interviewed the top three proposers and as part of the evaluation process, the 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. Project/Service approach including scheduling
5. Cost Proposal

Based on these evaluations, staff had previously recommended that the Governing Board award the contract for security guard services to Citiguard, Inc. based on the value they offered (was the lowest bidder), their location, years of experience, training and experience with mental health population and availability of security guards. However, while an appropriate amount of time for transition was allowed, sufficient concerns rose to the level requiring Tri-City decide to exercise its option to terminate the agreement with Citiguard. While All American Security was within the top three vendors identified, they were not the lowest bidder, but ranked next highest during the evaluation process and would have been the next selection had Citiguard, Inc. not been selected.

All American Security provides the scope of work needed for this RFP. They are based in the City of West Covina, California, and references have been verified including a reputable and large reputable university, and companies they currently serve. They have been in business for over 26 years and are a licensed and accredited academy that

Governing Board of Tri-City Mental Health

Consideration of Resolution No. 599 Awarding a Three-Year Agreement to All American Security for Security Guard Services Beginning July 22, 2021, in the Amount of \$1,564,706, with an Option to Extend Two Additional Years; and Authorizing the Executive Director to Execute the Agreement

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continually educates their officers. Tri-City has had experience with All American Security as they had previously provided security guard services for Tri-City for several years and just prior to the selection of a new company during the most recent aforementioned Request for Proposal process.

Under this new agreement, All American Security will be responsible to provide unarmed, and uniformed security guard services at four (4) TCMHA locations. General duties include, but are not limited to monitoring public access points to the facilities, conducting entry screening (temperature checks during the COVID Pandemic), securing and protecting TCMHA properties and the safety of TCMHA visitors, clients and staff at Tri-City properties listed below. A more extensive outline of general duties can be found under the Scope of Services of the RFP (Attachment A to the RFP).

Tri-City Properties to be served:

- 2001 N. Garey Avenue, Pomona CA 91767 -- MHSA Building
- 2008 N. Garey Avenue, Pomona CA 91767 -- Adult Outpatient Clinic
- 1403 N. Garey Avenue, Pomona CA 91767 -- Wellness Center
- 1900 Royalty Drive, Pomona CA 91767 -- Child and Family Outpatient (Suites 160, 170, 180, 205, 280 & 290)

The current Fiscal Year 2021-22 budget includes approximately \$578 thousand for security expense. The recommended vendor's proposed costs would result in an approximate budgetary savings of 8% in the first year.

Fiscal Impact:

The annual impact will be \$527,029 for the first year and the total for the three-year agreement is \$1,654,706. The total for the five-year agreement is \$2,879,589. Funding will come from a combination of Realignment and MHSA funding.

Recommendation

Staff hereby recommends that the Governing Board award the agreement for Security Guard Services to All American Security and adopt Resolution No. 599 authorizing the Executive Director to execute a three-year agreement with All American Security beginning July 22, 2021 in the amount of \$1,654,706, with an option to extend for an additional two years in the amount of \$1,224,882, and a grand total amount of \$2,879,588 for the five years.

Governing Board of Tri-City Mental Health

Consideration of Resolution No. 599 Awarding a Three-Year Agreement to All American Security for Security Guard Services Beginning July 22, 2021, in the Amount of \$1,564,706, with an Option to Extend Two Additional Years; and Authorizing the Executive Director to Execute the Agreement

July 21, 2021

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Attachments:

Attachment 10-A: Resolution No. 599-DRAFT

Attachment 10-B: Proposed Agreement with All American Security

Attachment 10-C: RFP for Janitorial Services – Issued 11/5/2020

Attachment 10-D: Bid Opening Results –11/30/2020

RESOLUTION NO. 599

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 ALL AMERICAN SECURITY FOR SECURITY GUARD SERVICES BEGINNING JULY 22, 2021, IN THE AMOUNT OF \$1,654,706, 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 security guard services for its three properties located at 2008 N. Garey Avenue in Pomona, 2001 N. Garey Avenue in Pomona, and 1403 N. Garey Avenue in Pomona; and to its rental property located at 1900 Royalty Drive in Pomona.

B. A Request for Proposals (RFP) for Security Guard Services was issued on November 5, 2020; on December 16, 2020 the Governing Board adopted Resolution No. 567 authorizing the Executive Director to enter into a three-year agreement with Citiguard, Inc. for security services beginning on January 1, 2021; and Tri-City desires to exercise its option to terminate the agreement with Citiguard.

C. The Board wants to award a new contract for security guard services to All American Security for three years beginning on July 22, 2021, in the amount of \$1,654,706; with an optional two-year extension in the amount of \$1,224,882, totaling \$2,879,588 for five years.

2. Action

The Governing Board authorizes the Executive Director to enter into, and execute, a Three-Year Agreement with All American Security for security guard services beginning on July 22, 2021, in the amount of \$1,654,706; with an option to extend two additional years, for a total value of \$2,879,588 for five years.

[Continued on page 2]

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on July 21, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

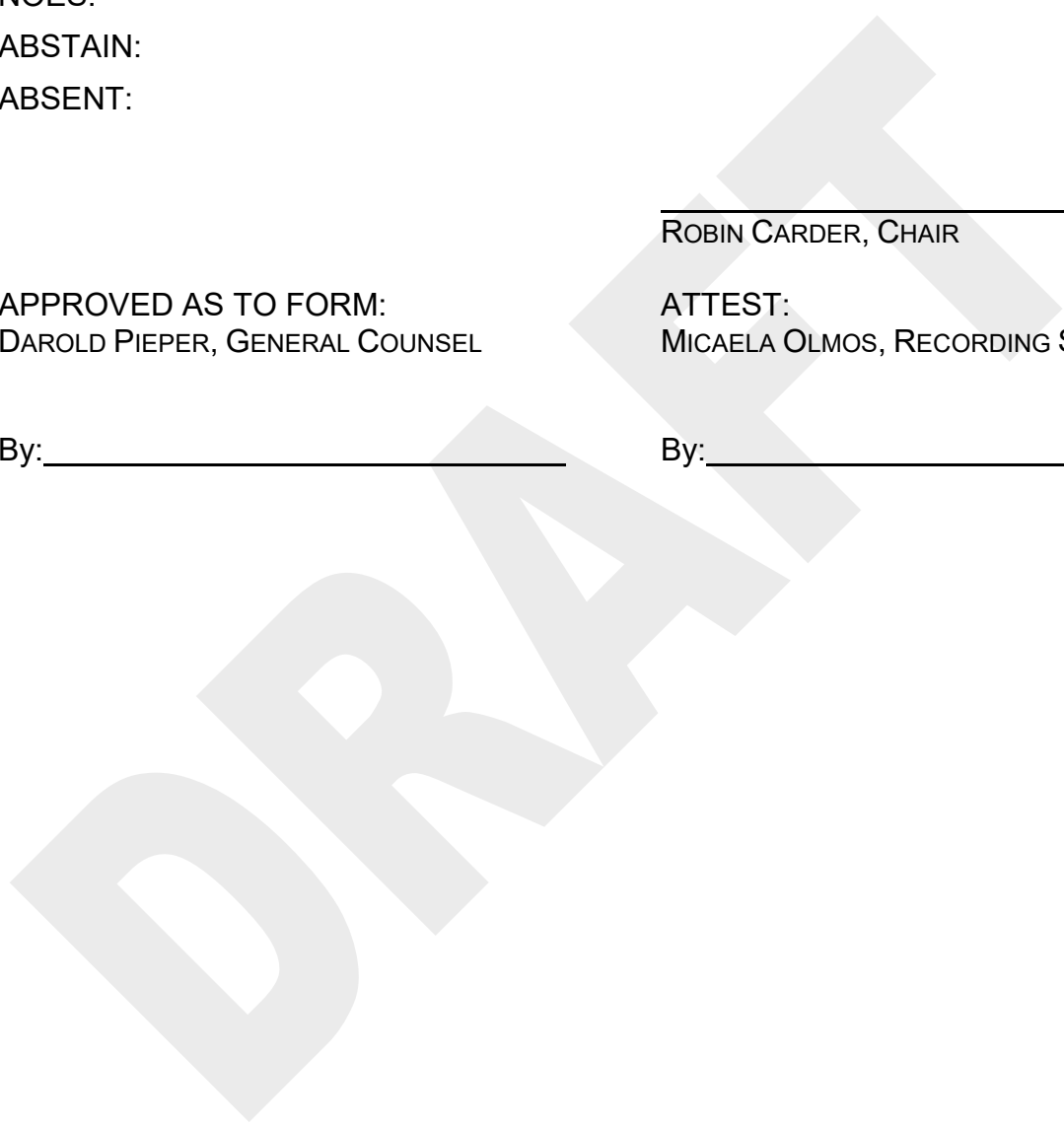
ROBIN CARDER, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA OLMOS, RECORDING SECRETARY

By: _____

By: _____





INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN THE

TRI-CITY MENTAL HEALTH AUTHORITY

AND

ALL AMERICAN SECURITY

DATED

JULY 22, 2021

ATTACHMENT 10-B

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AGREEMENT

1. PARTIES AND DATE

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into as of January 1, 2021 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 “TCMHA” or “Tri-City”) and ALL AMERICAN SECURITY a Limited Liability Company, with its principal place of business at 421 S. Glendora Avenue, Suite 200, West Covina, CA 91790 (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 Security Guard 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 security guard 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 security guard 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, Contractor shall provide security guard 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 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. 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.

6. TIME AND LOCATION OF WORK

Contractor shall perform security guard services required by this Agreement at the agreed upon locations, at any time required and appropriate, and within the manner outlined in 'Exhibit A'.

7. TERMS

The services and/or materials furnished under this Agreement shall commence July 22, 2021 and shall be and remain in full force and effect until amended or terminated at the end of Year-Three on July 21, 2024, with an option to extend for two additional years through July 21, 2026; 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, 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, equipment 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 a Tri-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 Security Guard 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 to Tri-City all written work, keys, and any equipment provided by 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 as stated in 'Exhibit B'.

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 elective and appointed officers, employees, volunteers, and contractors who serve as Tri-City officers, officials, or staff, 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 elective and appointed officers, employees, volunteers, and contractors who serve as Tri-City officers, officials, or staff, from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of Contractor under this Agreement. Contractor shall require and verify all subcontractors, if subcontracting was approved by Tri-City, maintain insurance subject to all of the requirements stated therein.

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. Notice Of Cancellation: Tri-City requires ten (10) days written notice of cancellation.

v. 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.

vi. 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. 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 Neither It Nor Any Of Its Staff Members Are 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 is Principal Officer, the individual who has signed the Agreement ("Contractor's Representative"), 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:

All American Security
421 S. Glendora Avenue, Suite 200
West Covina, CA 91790
Attn: Principal Officer

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 November 30, 2020

Exhibit C: Contractor's Attestation That Neither It Nor Any Of Its Staff Members Are Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

17. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

18. 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.

19. EXECUTION.

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

TRI-CITY MENTAL HEALTH AUTHORITY ALL AMERICAN SECURITY, Contractor

By: _____
Antonette Navarro, Executive Director

By: _____
Sahar Salama, Principal Officer

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

The following are conditions and specifications covering security guard services at the designated Tri-City Mental Health Authority (“TCMHA”) locations. This contract is based on hourly rates and results will be deemed acceptable if they meet provide guard services according to outlined 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 to be necessary and advisable for TCMHA hours of operation and/or events. Such alterations or deviations, additions or omissions shall in no way affect or make void the Independent Contractor Agreement. 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 services.

Contractor will provide non-sworn, unarmed, and uniformed security guard services at four (4) TCMHA locations. General duties include, but are not limited, to monitoring public access points to the facilities, conducting entry screening, as needed. A security guard’s role is to protect people and the property of TCMHA. Prevention is a security guard’s responsibility before an incident has occurred. As a hands-off facility, guards shall observe and report suspicious and/or unauthorized activity to the onsite Manager.

A. SERVICE AREAS

LOCATION	TIME	POST
2001 N. Garey Avenue	8:30am to 5:00pm	Building & Parking Lot
2008 N. Garey Avenue 24/7 Coverage	7:00am to 3:00pm 3:00pm to 11:00pm 11:00pm to 7:00am 8:30am to 5:30pm 8:00am to 4:00pm	Building & Parking Lot Building & Parking Lot Building & Parking Lot Lobby Only TCG Garden
1403 – 1407 N. Garey Avenue 24hr Weekend Coverage Friday–Monday	8:30am to 5:30pm	Building & Parking Lot
1900 Royalty Drive Suites 160, 170, 180, 205, 280, and 290	8:00am to 6:00pm	All Tri-City Suites

B. PERSONNEL

1. All security personnel must possess and present upon request, a valid and current security guard registration card as issued pursuant to the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services.

2. The assigned guards are to be highly visible and must maintain professional uniformed appearance at all times. Contractor shall ensure that all security personnel have photo identification and attach it properly to their uniforms in a readily visible manner.
3. The guard shall be highly vigilant in actively patrolling while on duty and must be able to handle difficult situations without direct supervision.
4. Guards shall be assigned cell phones to quickly relay information to onsite Manager and/or emergency personnel. The use of cell phone should only be for work related issues.
5. Guards shall maintain a courteous and respectful demeanor as well as be polite, cooperative, and able to work in harmony with one another, visitors, and with other Tri-City Mental Health employees.
 - a. Abusive language used with anyone will not be tolerated and will be reason for immediate dismissal.
6. Guards will not be authorized to physically apprehend, subdue, or restrain any member of the public for any reason. Unless it is an act of self-defense to protect staff, clients or oneself from harm.
7. Guards shall not excessively socialize or engage in small talk with visitors, staff or the general public while on duty.
8. Guards shall alleviate and deter activity that is not conducive to productive and appropriate use of the area.
9. Guards must be able to communicate effectively in both written and oral English. Bilingual guards are preferred.
10. Guards shall be prepared to testify in a court of law regarding incidents which may occur during a tour of duty, whether criminal or civil.
11. Guards shall arrive on time, stay at their assigned posts, and perform their assigned tasks as directed.
12. Guards are not allowed to drink alcohol, use drugs, smoke, read unauthorized material or do personal grooming while in public view.
13. In the event of an absence by a Guard, Contractor must provide a replacement Guard within one (1) hour.
14. Tri-City Mental Health will not pay Contractor employees' overtime without prior written approval. All hourly rates quoted by contractor must include overtime assumptions, e.g.: 10-hour shifts or 50- hour work weeks.

C. PERFORMANCE DUTIES

1. The Guards shall maintain a constant and visible presence in their assigned location.
2. Guards shall be responsible for arming and disarming assigned locations.
3. Guards shall be assigned to conduct entry screening for staff and visitors, as needed.
4. Guards shall conduct hourly rounds and surveillance in and around the premises utilizing the security guard scan check points installed at designated locations.

5. Guards shall observe and report any suspicious, illicit, or illegal activity or evidence of vandalism to the designated onsite Manager.
6. Guards shall be trained to recognize and respond to emergency situations and safety hazards such as fire alarms, power outages, medical emergencies and crisis situations.
7. Guards shall report any individuals carrying weapons of any kind to on site Manager.
8. Guards shall be observant of behavior in common areas such as smoking and/or vaping in non-smoking areas and take appropriate action.
9. Guards shall complete a Tri-City Incident Report on any security issues, including misbehaviors, accidents or incidents which may occur on the premises.
10. Guards shall escort visitors to any applicable suite in their respective sites as needed
11. Guards shall ensure all visitors have a visitor badge issued by Front Desk
12. Guards shall verify employee badges as needed, especially for individuals who are not familiar accessing buildings and suites
13. Guards shall play an active role in emergency drills
14. Guards shall periodically inspect all exits and verify that all exterior doors are closed and secured.
15. Guards shall make sure that staff are safe when walking to their car in the parking lot.
16. After business hours, guards shall conduct inspection of office and building door locks and verification that sensitive areas are secured.
17. Overnight Guard
 - a. Shall be clearly visible in the parking lot and near buildings
 - b. Routinely check outside and around buildings, including the garden using the scanner to confirm.
 - c. Observe and Report
 - Ask individuals to leave the premises and/or call Facilities Manager
 - d. Assist with any security alarms, real or false and respond appropriately to clear alarm.
 - e. For any incidents since last round, please complete an incident report. (i.e. theft, accidents, unusual activity, crime, dangerous situations, etc.)
 - f. Guards shall contact the police department in the event of observing or witnessing a potential problem
 - g. Guards shall contact the Facilities Manager immediately after contacting the police or fire department.

D. TRAININGS

1. Guards shall be trained in Mental Health First Aid to better understand symptoms and disorders that affect our clients and to proficiently deal with difficult and hostile situations. Tri-City Mental Health staff shall provide training.
2. All Guards shall receive site specific training before being assigned to any Tri City Mental Health facility. This includes the location of fire extinguishers and an overview of evacuation routes for their assigned location.

3. Contractor shall ensure that all Guards are trained in Fire Safety as required by OSHA (29 CFR 1910.38 and 29 CFR 1910.157). This training shall include the operation of fire extinguishers to fight incipient stage fires.
4. Contractor shall ensure that all Guard personnel are trained in Bloodborne Pathogens as required by OSHA (29 CFR 1910.1030). Each Guard shall be issued Personal Protective Equipment by Tri-City Mental Health as required by OSHA (29 CFR 1930.134)

E. EQUIPMENT

1. Keys, FOBs and Wands
 - a. Any keys issued to security personnel must be responsibly maintained and securely stored.
 - b. Keys are NOT to be reproduced or replicated under any circumstances.
 - c. Key FOBs are not to be shared between guards.
 - d. In the event a Tri-City Mental Health key or FOB is lost or misplaced, please contact the Facilities Manager.
 - e. Contractor shall reimburse Tri-City for the actual cost of re-keying all locks, doors, and gates to the facility up to a maximum amount of \$10,000 incurred from lost keys.
 - f. Security wands shall be used on designated scan checkpoints throughout each location.
2. Company Cell Phone
 - a. Guards shall be assigned a company cell phone to be used during their shift.
 - b. All contact information shall be programmed on each phone.
 - c. The use of company cell phones should only be for TCMHA work related issues
 - d. Company cell phones are:
 - Not to be taken home
 - To be charged overnight for the next shift OR handed to the overnight guard, if applicable.

EXHIBIT B

CONTRACTOR'S PROPOSAL

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-1101**

ATTACHMENT B

RFP COVER PAGE

Name of Person, Business or Organization:	All American Private Security dba All American Security
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corporation, Non-Profit, Public)	a Limited Liability Company
Federal Tax ID Number:	27-3353236
Contact Person – Name	Jasmin Guerrero
Contact Person – Address	421 S. Glendora Ave., Suite 200 West Covina, CA 91790
Contact Person – Phone Number (s)	(626)962-9620 office (626)926-1809 cell
Contact Person – e-mail address	jasmin@allamericansecurity.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

Jasmin Guerrero/ General Manager

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE



11/30/2020

RFP For Security Guard Services

TCMHA-RFP NO. 2020-1101

Attachment B, Page 1 of 1

All American Security-“Reliable Business Built on Experience.”

421 S. Glendora Ave., Suite#200 | West Covina | CA | 91790

Office: 626.962.9620 | Fax: 626.962.6010

www.allamericansecurity.com

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-1101**

ATTACHMENT C

PROPOSER'S COMPANY INFORMATION, REFERENCES AND SUBCONTRACTORS

Company Name: All American Security	Address: 421 S. Glendora Ave., Suite 200 West Covina, CA 91790
Owner, Principal Officer: Sahar Salama	Headquarters Location/Date of Establishment: 421 S. Glendora Ave., Suite 200 West Covina, CA 91790 October 20, 1994
Email: aaps@allamericansecurity.com	Website: www.allamericansecurity.com
Phone: (626)962-9620	Fax: (626)962-6010

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

Private Patrol Operator License 11804
 City of West Covina 3025793

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

If yes, please explain:

[Continued on Page 2]

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-1101**

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: California Baptist University Contact Name: Leon Phillips
Contact e-mail: lphillips@calbaptist.edu Contact Phone: (951)343-4323
Scope of Work: parking lot patrol and deterrent, walking office personnel to/from vehicle/office
Agreement Amount: ~\$93,000.00 gross 2019 Agreement Start/End Date: 2013-present

2. Company Name: Somerset Property Management Contact Name: Tina Montoya
Contact e-mail: info.somersetpropertymanagement@gmail.com Contact Phone: (562)866-7608
Scope of Work: checking in guests/vendors, interior/exterior foot patrols, monitoring camera system 24/7
Agreement Amount: ~\$219,000.00 gross 2019 Agreement Start/End Date: 1996-present

3. Company Name: Norac Pharma Contact Name: Robert Summers
Contact e-mail: rsummers@noracpharma.com Contact Phone: (626)812-5504
Scope of Work: checking in guests/vendors, interior foot patrols, and monitoring security camera system
Agreement Amount: ~\$296,000.00 gross 2019 Agreement Start/End Date: 2019-present

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."

NONE

Transmittal Letter

November 30, 2020

Tri-City Mental Health Authority
1717 N. Indian Hill Blvd., Suite B
Claremont, CA 91711
Re: RFP NO. 2020-1101

RE: Security Guard Service for Pomona

Representative,

Thank you for considering All American Security (AAPS). We are confident you will find the enclosed proposal for your satisfaction.

All American Security is a professionally managed, full-service/multi-faceted security company. We specialize in understanding each Client's specific security needs. We have reviewed and understood the scope of work, as provided on November 5, 2020. AAPS is willing and eager to agree to the terms and conditions prescribed, and if awarded, AAPS is ready to perform, as requested in the scope of work. The documentation requested is included in this Request For Proposal (RFP).

All American Security we differ in many respects from other security companies in the business. This difference is especially noticeable in our security team's recruitment and selection, to most importantly, the supervision and management attention we provide to each account. Management is continuously aware of situations that require their attention and their need to work closely with our clients.

Each Client is assigned a direct AAPS, highly skilled and educated representative to address any questions or concerns, 24 hours, seven days a week. I, Jasmin Guerrero, General Manager at AAPS, am your primary contact during the proposal review process and after that. My email is jasmin@allamericansecurity.com, and my cell phone number is (626)926-1809. This proposal will remain valid for a period of 90 days **from November 30, 2020**.

At All American Security, we are well aware of the ever-present and continually rising crime rate in our society and the current climate and present pandemic. Therefore, we understand the level of concern regarding protecting your company's employees, volunteers, community residents and visitors, and assets. We offer a team of highly trained and well-educated security officers experienced and equipped to deal with and eliminate all your security concerns such as auto burglaries/theft, loitering, trespassing, gang activities, vandalism, drug trafficking, disturbing the peace, and any actions that may break city and county laws and regulations.

All American Security is known for our top-notch security services that we have provided for over two decades! We have evolved into a company that does it all. We are a licensed and

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accredited academy that continually educates our officers and those seeking educational courses in the security industry/field. We meet city and state regulations. We are licensed agents conducting our own background checks on all of our employees with the Department of Justice (DOJ), Federal Bureau of Investigation (FBI), and the Bureau of Security and Investigative Services (BSIS). We offer Track Tik to all of our clients, which is a software designed to provide complete real-time reports, offer real-time locations to all our officers, and customize each report to address all our Client's concerns. Our supervisors work diligently around the clock to manage all your questions/concerns. Our team offers unarmed security officers, armed security officers, bodyguard officers for high profile clients, drive-by patrols, camera installation, and remote monitoring.

We look forward to serving all your security needs with ambition, dedication, and professionalism. We take pride in being leaders of high standards when it comes to service to maintain client satisfaction. We not only believe in meeting the needs and expectations of our clients; we exceed those expectations.

Sincerely,



Jasmin Guerrero/General Manager
(626)926-1809 Cell Phone
jasmin@allamericansecurity.com



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Owner/Responsible Project Manager and Core Team

Founder and CEO-Sahar Salama (35 years of security experience)

All American Security (AAPS) is a female-owned and operating private security company in the security and investigative services field since October 20, 1994. For twenty-six years, Sahar Salama, Founder and CEO, has worked with integrity to build a very strong flowing business, without ever losing grasp of maintaining a family-run business tactic; and that is to care and show ethics in all business dealings with clients, as well as employees. Sahar still operates and manages AAPS with the family that founded the firm.

General Manager-Jasmin Guerrero (17 years of security experience)

Jasmin Guerrero has a Bachelor's of Arts degree from California Polytechnic University in Sociology, Criminology. She plans and manages both offices and overseas direct daily security operations.

Office Manager-Patricia Ramirez (25 years of security experience)

Patricia Ramirez has worked for AAPS since their first few years in business. She manages all our clients' scheduling needs and takes care of our fantastic staff, to name a few.

Account Manager-David Guerrero (8 years of security experience)

David Guerrero assesses/manages all jobsites, sets up accounts, and supervises our officers.

Security Officers-

Frank Arecvalo (13 years security experience)-2008 N. Garey (morning officer) Screens guests, checking temperatures, keeping the peace, and crisis assistance.

Yolanda Arevalo (11 years security experience)-- 2008 Garey (morning officer) Patrols grounds, assists with checking in guests, observe and report, crisis assistance.

Ashley Lara (1 year security experience)-- 2001 N Garey (morning officer) Screens guests, checking temperatures, and Patrols grounds

Patricia Kowal (1 year security experience)--2001 N Garey (morning officer) Screens guests, checking temperatures, and Patrols grounds

Vicki Lavengood (12 years security experience)--2008 N Garey (garden) Lock/unlock garden access for events, observe and report, and patrol grounds

Francisco Torres (13 years security experience)--2008 N. Garey (night officer) Patrols grounds and observe and report

Jose Corral (4 years security experience)-- 2008 N. Garey (Afternoon officer) Patrols grounds and observe and report

Daniel Atilano (19 years security experience)--2008 N. Garey (afternoon officer) Patrols grounds and observe and report

Cristian Velazques (1 year security experience)--1403 N. Garey (morning officer) Entry screening and monitoring any access points

Eslie Tablac-1900 Royalty Drive (morning officer) Entry screening and monitoring any access points

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TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-1101

ATTACHMENT D

PROPOSER COMPANY WORK PROCESS INFORMATION

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

- 1) Describe your experience and expertise in providing unsworn, unarmed, uniformed security services in a professional office environment: All American Security is a reliable business based on over 26 years of security experience in the greater Southern California area. In our years of experience we find that listening to our client's needs and concerns are how we exceed in their expectations. Our experience in professional office settings vary from patrolling throughout the client's property, escorting clients to and from their vehicles, patrolling the parking lots, checking guests and vendors in and out, as well as being present in high energy situations such as terminations etc.

- 2) Describe your policy and process for supervising and managing personnel: We have an open door policy, which means our personnel are encouraged to be in constant communication with our team. All personnel are assigned a direct supervisor who is available to them 24/7. We have policies and post orders in place to set our personnel up for success.

- 3) Describe your method for handling customer complaints/problems: We are always open to receive complaints our clients may have. Our team is available 24/7 and hear our client's complaints and immediately address them. We take complaints very seriously and we take time too further investigate these matters, behind the scenes, to ensure they do not reoccur.

[Continued on Page 2]

RFP For Security Guard Services

TCMHA-RFP NO. 2020-1101

Attachment D, Page 1 of 2

All American Security-“Reliable Business Built on Experience.”
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**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-1101**

- 4) Quality Assurance Procedures: We communicate with our clients via email encouraging them to reach out to us with any concerns. Our supervisors check on officers, periodically at no additional costs to our clients, and approve daily reports. Our Quality Scale Survey is provided to clients.
- Attach one copy of the Quality Assurance Report used, if any.

- 5) Do you provide CPR/First Aid Training to all guards? 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:

Security Guard Names:

- 6) Describe your process and policy for replacing personnel (e.g., personnel exhibits excessive absenteeism, tardiness, personality conflicts, or other personnel relations issues): If any personnel exhibits any of these issues we issue disciplinary warnings. If there are continuous issues, after warnings, a Performance Improvement Plan (PIP) is implemented during a 2 hour retraining meeting to document what is expected and what needs improvement. Within 30 days, the PIP is reviewed to assess performance. At that time, replacing personnel is considered. If a client requests the replacement of personnel, we replace with a better fit for our client, immediately.

- 7) Describe your plan to ensure all posts are staffed within **one hour** of a post-vacancy for any reasons: TCMHA is assigned an account manager who lives nearby. Account Manager David Guerrero will work diligently with current officers to cover a vacant shift. If he is needed, he will cover the shift, immediately, to ensure coverage within one hour. AAPS cross trains several back up officers to ensure all posts are staffed to offer an experienced and well trained officer.

QUALITY SCALE SURVEY

Client:
Person completing this survey/Title:
Date:

For each item identified below, circle the number to the right that best fits your judgment of its quality. Use the scale above to select the quality number.

Description/Identification of Survey Item	Scale				
	P o o r	G o o d			E x c e l l e n t
1. QUALITY OF SECURITY GUARDS	1	2	3	4	5
2. PRESENTATION OF SECURITY GUARDS	1	2	3	4	5
3. ACCURACY OF INVOICES	1	2	3	4	5
4. HELPFULLNESS OF OFFICE STAFF	1	2	3	4	5
5. ABILITY TO SERVE LAST MINUTE SECURITY NEEDS	1	2	3	4	5
6. OVERALL SERVICE SATISFACTION	1	2	3	4	5
7. ABILITY TO CONTACT A SUPERVISOR WHEN NEEDED	1	2	3	4	5

ADDITIONAL COMMENTS: _____

Thank you for taking the time to complete this survey. Your feedback is very important to us, and will help us to provide better service. As always, if you should have any questions or concerns, do not hesitate to contact me. We are here for you. Please email back to jasmin@allamericansecurity.com

Sincerely,

Jasmin Guerrero-GM

TCMHA-RFP NO. 2020-1101
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**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-1101**

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. 2020-1101**

ATTACHMENT F

PROPOSER PRICE PROPOSAL

To ensure consistency and for proper analysis, pricing submission should follow the format reflected. Proposers are to list hourly rates for each location for on-site supervisors and guard personnel listed in this Attachment F. Any deviation from the format of the form or other personnel types added to this form by the Proposer will not be considered or evaluated by Tri-City Mental Health Authority. The hourly rates shall include any required overhead, holiday or internal administrative services. Prevailing wage does not apply to security guard services (Section 1771, 8 Cal Regs §16000).

Schedule of Coverage		Location: 1403 – 1407 N. Garey Avenue						
One (1) Daily Guard + Rotating Guard 24hr Weekend Coverage		Hourly Rate	Year 1	Year 2	Year 3	TOTAL Years 1-3	Optional Contract Extension	
							Year 4	Year 5
Monday through Friday	8:30am to 5:30pm	\$22.86	\$53,492.40	\$55,832.40	\$58,172.40	\$167,690.30	\$60,512.40	\$62,852.40
Friday – Saturday	5:30pm to 1:30am	\$21.55	\$8,964.80	\$9,376.64	\$9,796.80	\$28,138.24	\$10,212.80	\$10,628.80
Saturday	1:30am to 9:30am	\$21.75	\$9,222.00	\$9,646.00	\$10,070.00	\$28,938.00	\$10,494.00	\$10,918.00
Saturday	9:30am to 5:30pm	\$21.75	\$9,222.00	\$9,646.00	\$10,070.00	\$28,938.00	\$10,494.00	\$10,918.00
Saturday – Sunday	5:30pm to 1:30am	\$21.75	\$9,048.00	\$9,464.00	\$9,880.00	\$28,392.00	\$10,296.00	\$10,712.00
Sunday	1:30am to 9:30am	\$21.95	\$9,131.20	\$9,547.20	\$9,963.20	\$28,641.60	\$10,379.20	\$10,795.20
Sunday	9:30am to 5:30pm	\$21.95	\$9,131.20	\$9,547.20	\$9,963.20	\$28,641.60	\$10,379.20	\$10,795.20
Sunday – Monday	5:30pm to 1:30am	\$21.95	\$9,131.20	\$9,547.20	\$9,963.20	\$28,641.60	\$10,379.20	\$10,795.20
Monday	1:30am to 8:30am	\$21.95	\$9,131.20	\$9,547.20	\$9,963.20	\$28,641.60	\$10,379.20	\$10,795.20

Schedule of Coverage		Location: 2001 N. Garey Avenue						
One (1) Guard Coverage		Hourly Rate	Year 1	Year 2	Year 3	TOTAL Years 1-3	Optional Contract Extension	
							Year 4	Year 5
Monday through Friday	8:30am to 5:00pm	\$22.30	\$49,283.00	\$51,493.00	\$53,703.00	\$154,479.00	\$55,913.00	\$58,123.00

[Continued on Page 2]

RFP For Security Guard Services

TCMHA-RFP NO. 2020-1101

Attachment F, Page 1 of 2

All American Security-“Reliable Business Built on Experience.”

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**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-1101**

Schedule of Coverage		Location: 2008 N. Garey Avenue						
Five (5) Guards Providing 24/7 Coverage		Hourly Rate	Year 1	Year 2	Year 3	TOTAL Years 1-3	Optional Contract Extension	
							Year 4	Year 5
Continuous	7:00am to 3:00pm	\$21.75	\$63,510.00	\$66,430.00	\$69,350.00	\$199,290.00	\$72,270.00	\$75,190.00
Continuous	3:00pm to 11:00pm	\$ 21.75	\$63,510.00	\$66,430.00	\$69,350.00	\$199,290.00	\$72,270.00	\$75,190.00
Continuous	11:00pm to 7:00am	\$21.75	\$63,510.00	\$66,430.00	\$69,350.00	\$199,290.00	\$72,270.00	\$75,190.00
Monday through Friday	8:30am to 5:30pm	\$22.86	\$53,492.40	\$55,832.40	\$58,172.40	\$167,690.30	\$60,512.40	\$62,852.40
Monday through Friday	8:00am to 4:00pm	\$ 21.75	\$45,240.00	\$47,320.00	\$ 49,400.00	\$141,960.00	\$51,876.00	\$53,560.00

Schedule of Coverage		Location: 1900 Royalty Drive						
One (1) Guard Coverage		Hourly Rate	Year 1	Year 2	Year 3	TOTAL Years 1-3	Optional Contract Extension	
							Year 4	Year 5
Monday through Friday	8:00am to 6:00pm	\$ 23.85	\$ 62,010.00	\$64,610.00	\$69,810.00	\$196,430.00	\$72,280.00	\$ 75,010.00



Authorized Representative Signature

11/30/2020

Date

RFP For Security Guard Services

TCMHA-RFP NO. 2020-1101

Attachment F, Page 2 of 2

All American Security-"Reliable Business Built on Experience."
421 S. Glendora Ave., Suite#200 | West Covina | CA | 91790
Office: 626.962.9620 | Fax: 626.962.6010
www.allamericansecurity.com

BUSINESS LICENSE TAX CERTIFICATE

City of West Covina

8839 N Cedar Ave #212
Fresno, CA 93720-1832
(626) 513-0043

Business Name: ALL AMERICAN SECURITY
Business Location: 421 S GLENDORA AVE UNIT 200
WEST COVINA, CA 91790-3078

Business Type: PROFESSIONAL

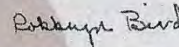
Owner(s): ASHRAF SALAMA

ALL AMERICAN SECURITY
421 S GLENDORA AVE 200
WEST COVINA, CA 91790-3078

License Number: 03025793

Date Issued: 1/1/2020

Expiration Date: 12/31/2020



Finance Director

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.
IT IS NOT TRANSFERABLE OR ASSIGNABLE.

ALL AMERICAN SECURITY:

Thank you for your payment on your City of West Covina Business License.

This License Certificate does not permit any individual, business, or corporate entity to conduct business activity which would otherwise be prohibited in the City. Payment of a business tax (required by the provisions of the City of West Covina Municipal Code), its acceptance by the City, and the issuance of a certificate to any person, shall not authorize the holder thereof to carry on any business unless the holder has complied with all requirements of said Code and all other applicable laws. This certificate has been issued without verification that the holder is subject to or exempted from licensing by the state, county, federal, or any other government or government agency.

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate license. If you have questions concerning your business license, contact the Business Support Center via email at westcovina@hdlgov.com or by telephone at (626) 513-0043.



CITY OF WEST COVINA
8839 N CEDAR AVE #212
FRESNO, CA 93720



CITY OF WEST COVINA

BUSINESS LICENSE TAX CERTIFICATE

ALL AMERICAN SECURITY
421 S GLENDORA AVE 200
WEST COVINA, CA 91790-3078

License Number: 03025793

Date of Issue: 01/01/2020

TCMHA-RFP NO. 2020-1101

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Office: 626.962.9620 | Fax: 626.962.6010

www.allamericansecurity.com

Closing Letter of Transmittal

November 30, 2020

Tri-City Mental Health Authority
1717 N. Indian Hill Blvd., Suite B
Claremont, CA 91711
Re: RFP NO. 2020-1101

RE: Security Guard Service in the city of Pomona, California

Representative,

In conclusion, we have the management team and support staff to meet your security requirements. You can rest assured we will perform and help you manage your security program in an effective and cost-efficient manner. If awarded, an extensive effort will be expended to ensure the smooth transition of service.

We encourage you to contact our clients on our reference list, and we welcome you to book a visit to our offices. We believe you will be impressed with the professionalism and enthusiasm of our personnel.

I have included all insurance certificates and business licenses that Tri-City Mental Health Authority may require. We are ready and eager to work with you.

Once again, thank you for the opportunity to submit our proposal to Tri-City Mental Health Authority. We are looking forward to continuing to work with you for many more years to come. If there are any questions or concerns, do not hesitate to contact me at any time.

Sincerely,



Jasmin Guerrero/General Manager
(626)926-1809 Cell Phone
jasmin@allamericansecurity.com

TCMHA-RFP NO. 2020-1101
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SECURITY

Quality, Accountability and Value

End-to-end guarding security
services tailored to you

Security is there to protect your people, your assets, and your reputation. It's important to you and it's our number-one priority. That's why we've tailored a guarding security offering powered by TrackTik's cutting-edge technology. With it, we deliver a high-impact service that's based on your specific goals, needs and circumstances.

We'll partner with you to build a security service that is suited to your specific business needs using real-time data gathered from your frontline.

With TrackTik, we have complete oversight of every aspect of your guarding services in real-time. It helps to pinpoint hotspots and mitigate risks before they become critical problems.

POWERED BY
TRACKTİK

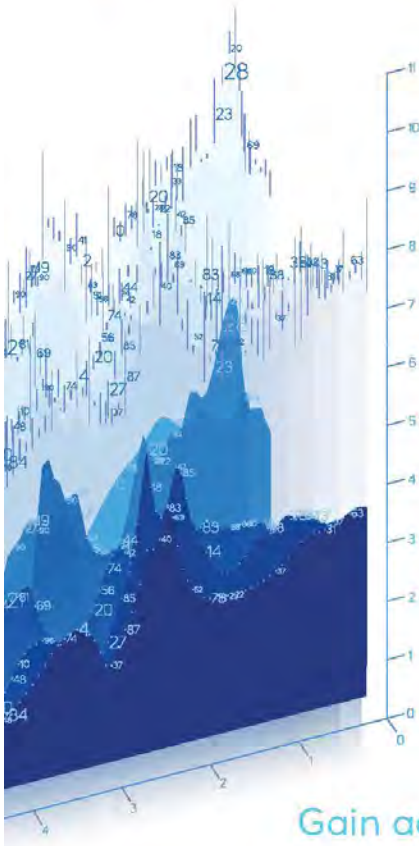


Guarding services fit for today's challenges

Right guard, right place, right time

After analyzing your priorities and objectives, we'll design a guarding service that meets your needs. We'll be able to track and report back in real-time on your security environment and provide total transparency and accountability over our guarding services.

"Get more
actionable insights,
transparency and
control from your
guarding services"



Targeted guarding based on robust data

Our data-led approach to security allows our specialists to create robust and efficient security protocols that align security know-how with your environment and objectives. Gone is the one-size-fits-all approach - it's time for value-adding guarding that's right for you.

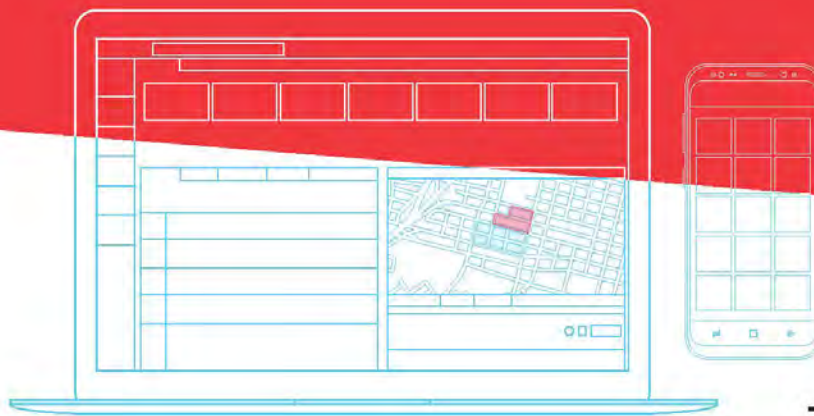
Gain actionable insight

Collecting data from across our operations allows us to deliver a better service to you: we can give assurance over quality and service standards; highlight problem areas and suggest remedial action; and deliver in-depth incident reports by guard, shift, date and time, location, incident type and severity etc.

Spotlight on technology

Our security industry experience together with TrackTik's powerful platform delivers a guarding service centred on efficiency, control and quality. Here's a closer look at some of the core features that make this possible:

- GPS tracking creates an at-a-glance map view of your operations in real time
- Geofencing allows you to define precise perimeters for your sites
- Real-time alerts allow us to manage by exception and take quick action to address emergencies/anomalies
- TrackTik is compatible with iOS and Android and works with multiple checkpoint types such as NFC; barcode; QR Code; Aztec; GPS; as well as manual check ins
- Define specific actions to be taken at each guard checkpoint
- Electronic reports reduce time delays between incidents and reporting, support standardization and are fully customizable
- Web-based, mobile-friendly technology connects management to the frontline



POWERED BY
TRACKTİK



Efficiency, Reliability and Oversight

Mobile security that's ready
for any eventuality

Mobile security can be fast-moving and unpredictable. We use real-time information and automation to deliver tailored and dependable mobile patrol and dispatch services. With the TrackTik platform, we can deliver a mobile security service that's perfectly aligned to your goals.

TrackTik enables us to take a data-driven approach to mobile security which means we can take proactive action to meet your security needs.

Understand how your security profile compares to the market and take steps to improve your approach using real-life data.

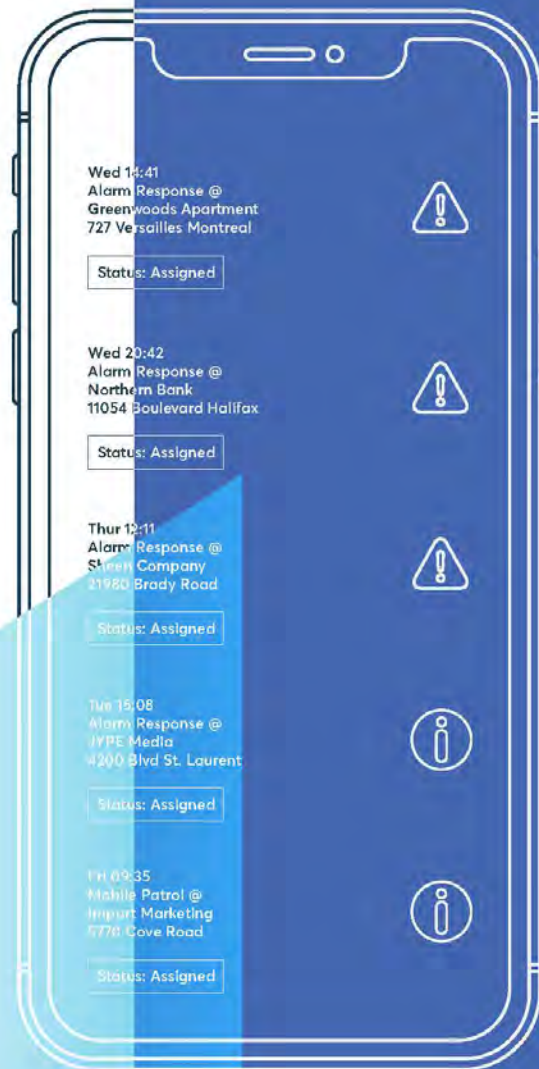
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TRACKTİK

Mobile security that delivers greater value

Mobile dispatch built around you

We design controlled workflows that are made to measure for your specific security requirements. This includes defining site-specific instructions by job type as well as setting up tailored reporting requirements per task. These features combine the best of automation with tailoring to deliver a personalized service.

"Real-time operational data helps us tailor our service and deliver greater transparency"



Flexible and efficient security patrols

TrackTik allows us to assign the right resources to the tasks that need completing in the most efficient way possible, thus delivering maximum value. We can optimize your patrols to increase efficiency, but also design in unpredictability to make sure we're providing an effective service.



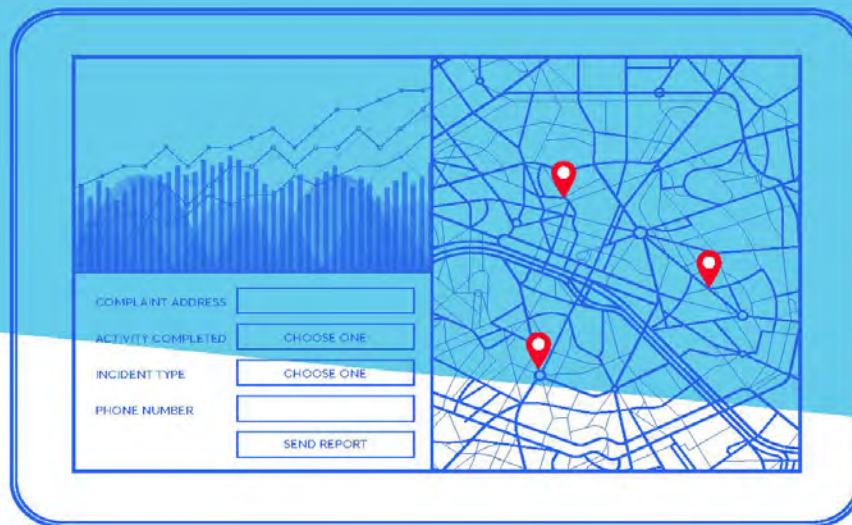
Full transparency through in-depth reporting

We can report on patrols by route position; status; user; date; month; year; day of the week; job type; runsheet; and location. Not only does this give peace of mind over quality, but it also delivers precious insight over your operations and helps support compliance with regulatory protocols for patrol incident management.

Spotlight on technology

Security services expertise and TrackTik's leading security workforce management technology is a winning combination for you. Here's an overview of some of the key features that make this possible:

- Route optimization means we can assign resources more efficiently
- Customizable dispatch and mobile patrol forms capture your specific requirements
- Customizable job types enable us to include specific instructions per site
- Enforce guard tours at specific sites
- Detailed operational data analytics means robust reporting and accurate invoicing



The screenshot displays a mobile application interface with a blue theme. On the left, there is a data analytics section featuring a bar chart and a line graph. Below the charts are four input fields: 'COMPLAINT ADDRESS' (text input), 'ACTIVITY COMPLETED' (dropdown menu with 'CHOOSE ONE' selected), 'INCIDENT TYPE' (dropdown menu with 'CHOOSE ONE' selected), and 'PHONE NUMBER' (text input). A 'SEND REPORT' button is located at the bottom of this section. On the right, there is a map view showing a network of streets with three red location pins indicating specific sites.

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TRACKTIK



Creating a Strategic Security Partnership

TrackTik is helping us realize our vision of value-driven security services that are fully aligned to our customers' needs. Connectivity, data insight, and automation enables us to do security differently and deliver greater impact for your investment.

Expect more from
today's security services

POWERED BY
TRACKTİK




Consistent service excellence

With TrackTik, we have complete operational oversight and control, and we're able to automate repetitive tasks and standardize protocols. It means we can take your objectives and analysis of your security environment and plan the security services that best match your circumstances.



"TrackTik allows us to pivot our services to address the facts on the ground as they unfold"



We can then define the actions your security personnel need to take across your sites and drive reporting consistency using customized report templates. Collecting data on incidents over time also means we can spot trends and patterns that enable us to take a proactive approach to our services and pre-empt problems.

Transparency and accountability as standard

With the TrackTik Client Portal, we can share targeted, real-time data on your security operations giving you a complete picture over what's happening on the ground. Permissions-based access gives you full control over who sees what within your organization. At the same time, being able to compile electronic reports in the field allows our guards to submit reports in a few clicks making sure the data you receive is pertinent and timely.

Invoicing based on precise operational data means you can be sure that our billing will be accurate and reflect your contract and SLA to the letter. A fully traceable data trail and standardized reporting also helps support your compliance requirements.

Getting greater value from your security services

Once security becomes data-driven, it can deliver even greater value. As well as protecting your physical assets, and your people, security can also help protect your reputation and brand; it can support your information security strategy; business continuity; health and safety; and regulatory compliance. The insight gleaned can help guide decision-making in procurement and facilities management too and generally give you a complete, end-to-end view of your operations like never before.

Greater satisfaction for our customers

As far as we're concerned, the greatest win from delivering security services powered by TrackTik is the increase in our customers' satisfaction. With technology, we're raising expectations and redefining what security means today, and delivering greater value for customers.

"We are proud to deliver precision and value through our security services"

POWERED BY
TRACKTİK

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
-------------------	------	-------

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
------	---------------------------------	--------------------------------------

DISTRIBUTION:

ORIGINAL
COPIES: HR Representative
 Contractor
 Finance



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

REQUEST FOR PROPOSALS
FOR
SECURITY GUARD SERVICES
[UNIFORMED, NON-SWORN, UNARMED)

November 5, 2020

ATTACHMENT 10-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 November 30, 2020, 4:00PM PST, completed Proposal Packet scanned and e-mailed to: JPA Administrator Clerk at molmos@tricitymhs.org
OR Hard Copy sealed and delivered via mail or overnight to:

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

Hand delivery is permitted only under the conditions specified in section V.B.

- 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 December 16, 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.

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TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-1101

I. INTRODUCTION

Tri-City Mental Health Authority (TCMHA) is requesting proposals from security companies to provide non-sworn, unarmed, and uniformed security guard services for four (4) Tri-City Mental Health Authority locations for three years beginning December 17, 2020 and ending December 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. 2020-1101, 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
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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 WORK

Security guard services include being responsible for all phases of building protection, including but not limited to: guarding the premises, garden, lobby, parking lots and vehicles against trespassing, vandalism, sabotage, fire, theft and destruction; to avert disorderly conduct and to summon assigned law enforcement authorities when necessary; to exercise good judgement and discretion in dealing with staff and the public in a polite manner; to attend meetings/trainings as directed by Tri City Mental Health Authority in connection in providing the services required; and to be prepared to testify in a court of law regarding incidents which may occur during a tour of duty, whether criminal or civil.

Security guard services also require to immediately verbally report any damage, safety or fire hazards to supervisor, followed by a written report to the designated Management representative at the end of the work shift. Security guard services do not require to physically apprehend, subdue, or restrain any member of the public for any reason. Security guard services shall be provided at the following TCMHA locations:

1. 2001 N. Garey Avenue, Pomona, CA 91767 – MHSA Building
2. 2008 N. Garey Avenue, Pomona, CA 91767 – Adult Outpatient Clinic and TCG
3. 1403 N. Garey Avenue, Pomona, CA 91767 – Wellness Center
4. 1900 Royalty Drive, Suites 160, 170, 180, 205, 280, & 290, Pomona, CA 91767

Typical security guard services shall include, but not be limited to the tasks listed in *Attachment A*. The scope and/or times of security guard services will vary according to need at each TCMHA site and events.

IV. RFP AND TIMELINE

A. RFP Schedule

- Request for Proposal (RFP) Issued: **November 5, 2020**
- Mandatory Pre-Proposal Meeting/Site Visit: **November 16, 2020**
- Written Questions Deadline: **November 20, 2020**
- Response to Written Questions/RFP Addendum Posted: **November 25, 2020**

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
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- **Proposals Deadline: November 30, 2020, 4:00 PM PST**
- **Interviews: December 7, 2020, time TBD**
- **Anticipated Award of Contract: December 16, 2020**
- **Anticipated Commencement of work: December 17, 2020**

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. Voluntary Pre-Proposal Meeting/Site Visit. TCMHA is scheduling a voluntary pre-proposal meeting/site visit to give the opportunity to visit the facilities and discuss the requested security guard services. Failure to inspect the sites will in no way relieve the successful contractor from performing any labor necessary for the satisfactory completion of the work. The site visit will be on November 16, 2020 and will begin at 2008 N. Garey Avenue, Pomona, CA 91767. Proposers interested in submitting a proposal must contact the RFP Contact Person to acknowledge attendance for the site visit. Please plan on three hours for walk-through as we will be traveling to four locations. Transportation will not be provided by TCMHA and is the responsibility of the Proposer. Due to COVID-19 protocols and safety measures, all proposers shall wear a facemask during the walkthrough and physical distancing shall be maintained to the best of our ability.

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 November 20, 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 November 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 proposal(s) to move forward.

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
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7. Interviews. TCMHA will interview the top three Proposer(s). The interviews will be held either on-site or via electrical format (Ring Central, Zoom)

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, 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 **4:00 p.m., Pacific Time, on November 30, 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 4:00 p.m., Pacific Time, on **November 30, 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 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 SECURITY GUARD 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*)

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.

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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 to provide the requested security guard services. The proposal should include a separate all-inclusive cost for each of the three years of the contract 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 hourly rates for services. 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. 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. Project/Service approach including scheduling
5. Cost Proposal

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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.

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

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
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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 ten (10) 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, if subcontracting is contemplated, maintain insurance subject to all of the requirements stated therein.

J. Agreement Extension and Price Adjustment Parameters

TCMHA may extend the Agreement for two successive 12-month periods, under the same terms and conditions, with a CPI not to exceed five percent (5%) to the price adjustment. The Consumer Price Index (CPI) used will be for All Urban Consumers in the San Francisco, Oakland, San Jose, California index published by the Department of Labor. If the option for any 12-month period extension is not exercised, the agreement shall terminate at the end of the current period term.

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.

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 California Public Records Act (Act), Government Code §§6250 et seq.; 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 Act 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

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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.

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.

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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".

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

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ATTACHMENT A

SCOPE OF SERVICES

The following are conditions and specifications covering security guard services at the designated Tri-City Mental Health Authority (“TCMHA”) locations. This contract is based on hourly rates and results will be deemed acceptable if they meet provide guard services according to outlined 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 to be necessary and advisable for TCMHA hours of operation and/or events. Such alterations or deviations, additions or omissions shall in no way affect or make void the Independent Contractor Agreement. 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 services.

Contractor will provide non-sworn, unarmed, and uniformed security guard services at four (4) TCMHA locations. General duties include, but are not limited, to monitoring public access points to the facilities, conducting entry screening, as needed. A security guard’s role is to protect people and the property of TCMHA. Prevention is a security guard’s responsibility before an incident has occurred. As a hands-off facility, guards shall observe and report suspicious and/or unauthorized activity to the onsite Manager.

A. SERVICE AREAS

LOCATION	TIME	POST
2001 N. Garey Avenue	8:30am to 5:00pm	Building & Parking Lot
2008 N. Garey Avenue 24/7 Coverage	7:00am to 3:00pm 3:00pm to 11:00pm 11:00pm to 7:00am 8:30am to 5:30pm 8:00am to 4:00pm	Building & Parking Lot Building & Parking Lot Building & Parking Lot Lobby Only TCG Garden
1403 – 1407 N. Garey Avenue 24hr Weekend Coverage Friday–Monday	8:30am to 5:30pm	Building & Parking Lot
1900 Royalty Drive Suites 160, 170, 180, 205, 280, and 290	8:00am to 6:00pm	All Tri-City Suites

B. PERSONNEL

1. All security personnel must possess and present upon request, a valid and current security guard registration card as issued pursuant to the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services.

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2. The assigned guards are to be highly visible and must maintain professional uniformed appearance at all times. Contractor shall ensure that all security personnel have photo identification and attach it properly to their uniforms in a readily visible manner.
3. The guard shall be highly vigilant in actively patrolling while on duty and must be able to handle difficult situations without direct supervision.
4. Guards shall be assigned cell phones to quickly relay information to onsite Manager and/or emergency personnel. The use of cell phone should only be for work related issues.
5. Guards shall maintain a courteous and respectful demeanor as well as be polite, cooperative, and able to work in harmony with one another, visitors, and with other Tri-City Mental Health employees.
 - a. Abusive language used with anyone will not be tolerated and will be reason for immediate dismissal.
6. Guards will not be authorized to physically apprehend, subdue, or restrain any member of the public for any reason. Unless it is an act of self-defense to protect staff, clients or oneself from harm.
7. Guards shall not excessively socialize or engage in small talk with visitors, staff or the general public while on duty.
8. Guards shall alleviate and deter activity that is not conducive to productive and appropriate use of the area.
9. Guards must be able to communicate effectively in both written and oral English. Bilingual guards are preferred.
10. Guards shall be prepared to testify in a court of law regarding incidents which may occur during a tour of duty, whether criminal or civil.
11. Guards shall arrive on time, stay at their assigned posts, and perform their assigned tasks as directed.
12. Guards are not allowed to drink alcohol, use drugs, smoke, read unauthorized material or do personal grooming while in public view.
13. In the event of an absence by a Guard, Contractor must provide a replacement Guard within one (1) hour.
14. Tri-City Mental Health will not pay Contractor employees' overtime without prior written approval. All hourly rates quoted by contractor must include overtime assumptions, e.g.: 10-hour shifts or 50- hour work weeks.

C. PERFORMANCE DUTIES

1. The Guards shall maintain a constant and visible presence in their assigned location.
2. Guards shall be responsible for arming and disarming assigned locations.
3. Guards shall be assigned to conduct entry screening for staff and visitors, as needed.
4. Guards shall conduct hourly rounds and surveillance in and around the premises utilizing the security guard scan check points installed at designated locations.

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5. Guards shall observe and report any suspicious, illicit, or illegal activity or evidence of vandalism to the designated onsite Manager.
6. Guards shall be trained to recognize and respond to emergency situations and safety hazards such as fire alarms, power outages, medical emergencies and crisis situations.
7. Guards shall report any individuals carrying weapons of any kind to on site Manager.
8. Guards shall be observant of behavior in common areas such as smoking and/or vaping in non-smoking areas and take appropriate action.
9. Guards shall complete a Tri-City Incident Report on any security issues, including misbehaviors, accidents or incidents which may occur on the premises.
10. Guards shall escort visitors to any applicable suite in their respective sites as needed
11. Guards shall ensure all visitors have a visitor badge issued by Front Desk
12. Guards shall verify employee badges as needed, especially for individuals who are not familiar accessing buildings and suites
13. Guards shall play an active role in emergency drills
14. Guards shall periodically inspect all exits and verify that all exterior doors are closed and secured.
15. Guards shall make sure that staff are safe when walking to their car in the parking lot.
16. After business hours, guards shall conduct inspection of office and building door locks and verification that sensitive areas are secured.
17. Overnight Guard
 - a. Shall be clearly visible in the parking lot and near buildings
 - b. Routinely check outside and around buildings, including the garden using the scanner to confirm.
 - c. Observe and Report
 - Ask individuals to leave the premises and/or call Facilities Manager
 - d. Assist with any security alarms, real or false and respond appropriately to clear alarm.
 - e. For any incidents since last round, please complete an incident report. (i.e. theft, accidents, unusual activity, crime, dangerous situations, etc.)
 - f. Guards shall contact the police department in the event of observing or witnessing a potential problem
 - g. Guards shall contact the Facilities Manager immediately after contacting the police or fire department.

D. TRAININGS

1. Guards shall be trained in Mental Health First Aid to better understand symptoms and disorders that affect our clients and to proficiently deal with difficult and hostile situations. Tri-City Mental Health staff shall provide training.
2. All Guards shall receive site specific training before being assigned to any Tri City Mental Health facility. This includes the location of fire extinguishers and an overview of evacuation routes for their assigned location.

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3. Contractor shall ensure that all Guards are trained in Fire Safety as required by OSHA (29 CFR 1910.38 and 29 CFR 1910.157). This training shall include the operation of fire extinguishers to fight incipient stage fires.
4. Contractor shall ensure that all Guard personnel are trained in Bloodborne Pathogens as required by OSHA (29 CFR 1910.1030). Each Guard shall be issued Personal Protective Equipment by Tri-City Mental Health as required by OSHA (29 CFR 1930.134)

E. EQUIPMENT

1. Keys, FOBs and Wands
 - a. Any keys issued to security personnel must be responsibly maintained and securely stored.
 - b. Keys are NOT to be reproduced or replicated under any circumstances.
 - c. Key FOBs are not to be shared between guards.
 - d. In the event a Tri-City Mental Health key or FOB is lost or misplaced, please contact the Facilities Manager.
 - e. Contractor shall reimburse Tri-City for the actual cost of re-keying all locks, doors, and gates to the facility up to a maximum amount of \$10,000 incurred from lost keys.
 - f. Security wands shall be used on designated scan checkpoints throughout each location.
2. Company Cell Phone
 - a. Guards shall be assigned a company cell phone to be used during their shift.
 - b. All contact information shall be programmed on each phone.
 - c. The use of company cell phones should only be for TCMHA work related issues
 - d. Company cell phones are:
 - Not to be taken home
 - To be charged overnight for the next shift OR handed to the overnight guard, if applicable.

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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

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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]

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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."

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ATTACHMENT D

PROPOSER COMPANY WORK PROCESS INFORMATION

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

- 1) Describe your experience and expertise in providing unsworn, unarmed, uniformed security services in a professional office environment: _____

- 2) Describe your policy and process for supervising and managing personnel: _____

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

[Continued on Page 2]

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4) Quality Assurance Procedures:

- Attach one copy of the Quality Assurance Report used, if any.

5) Do you provide CPR/First Aid Training to all guards? 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:

Security Guard Names:

6) Describe your process and policy for replacing personnel (e.g., personnel exhibits excessive absenteeism, tardiness, personality conflicts, or other personnel relations issues): _____

7) Describe your plan to ensure all posts are staffed within **one hour** of a post-vacancy for any reasons: _____

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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.

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ATTACHMENT F

PROPOSER PRICE PROPOSAL

To ensure consistency and for proper analysis, pricing submission should follow the format reflected. Proposers are to list hourly rates for each location for on-site supervisors and guard personnel listed in this Attachment F. Any deviation from the format of the form or other personnel types added to this form by the Proposer will not be considered or evaluated by Tri-City Mental Health Authority. The hourly rates shall include any required overhead, holiday or internal administrative services. Prevailing wage does not apply to security guard services (Section 1771, 8 Cal Regs §16000).

Schedule of Coverage		Location: 1403 – 1407 N. Garey Avenue						
One (1) Daily Guard + Rotating Guard 24hr Weekend Coverage		Hourly Rate	Year 1	Year 2	Year 3	TOTAL Years 1-3	Optional Contract Extension	
							Year 4	Year 5
Monday through Friday	8:30am to 5:30pm	\$	\$	\$	\$	\$	\$	\$
Friday – Saturday	5:30pm to 1:30am	\$	\$	\$	\$	\$	\$	\$
Saturday	1:30am to 9:30am	\$	\$	\$	\$	\$	\$	\$
Saturday	9:30am to 5:30pm	\$	\$	\$	\$	\$	\$	\$
Saturday – Sunday	5:30pm to 1:30am	\$	\$	\$	\$	\$	\$	\$
Sunday	1:30am to 9:30am	\$	\$	\$	\$	\$	\$	\$
Sunday	9:30am to 5:30pm	\$	\$	\$	\$	\$	\$	\$
Sunday – Monday	5:30pm to 1:30am	\$	\$	\$	\$	\$	\$	\$
Monday	1:30am to 8:30am	\$	\$	\$	\$	\$	\$	\$

Schedule of Coverage		Location: 2001 N. Garey Avenue						
One (1) Guard Coverage		Hourly Rate	Year 1	Year 2	Year 3	TOTAL Years 1-3	Optional Contract Extension	
							Year 4	Year 5
Monday through Friday	8:30am to 5:00pm	\$	\$	\$	\$	\$	\$	\$

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Schedule of Coverage		Location: 2008 N. Garey Avenue						
Five (5) Guards Providing 24/7 Coverage		Hourly Rate	Year 1	Year 2	Year 3	TOTAL Years 1-3	Optional Contract Extension	
							Year 4	Year 5
Continuous	7:00am to 3:00pm	\$	\$	\$	\$	\$	\$	\$
Continuous	3:00pm to 11:00pm	\$	\$	\$	\$	\$	\$	\$
Continuous	11:00pm to 7:00am	\$	\$	\$	\$	\$	\$	\$
Monday through Friday	8:30am to 5:30pm	\$	\$	\$	\$	\$	\$	\$
Monday through Friday	8:00am to 4:00pm	\$	\$	\$	\$	\$	\$	\$

Schedule of Coverage		Location: 1900 Royalty Drive						
One (1) Guard Coverage		Hourly Rate	Year 1	Year 2	Year 3	TOTAL Years 1-3	Optional Contract Extension	
							Year 4	Year 5
Monday through Friday	8:00am to 6:00pm	\$	\$	\$	\$	\$	\$	\$

 Authorized Representative Signature

 Date

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ATTACHMENT G

SAMPLE AGREEMENT



INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN THE

TRI-CITY MENTAL HEALTH AUTHORITY

AND

DATED

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AGREEMENT

1. PARTIES AND DATE

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into as of 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 Security Guard 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 Security Guard 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, Contractor shall provide security guard 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 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. 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.

6. TIME AND LOCATION OF WORK

Contractor shall perform security guard services required by this Agreement at the agreed upon locations, at any time required and appropriate, and within the manner outlined in 'Exhibit A'.

7. TERMS

The services and/or materials furnished under this Agreement shall commence December 22, 2020 and shall be and remain in full force and effect until amended or terminated at the end of Year-Three on December 31, 2023, with an option to extend for two additional years through December 31, 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 Security Guard 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 as stated in 'Exhibit B'.

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. Contractor shall require and verify all subcontractors, if subcontracting is contemplated, maintain insurance subject to all of the requirements stated therein.

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. Notice Of Cancellation: Tri-City requires ten (10) days written notice of cancellation.

v. 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.

vi. 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. 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

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

DISTRIBUTION:

ORIGINAL

COPIES: HR Representative
Contractor
Finance



**BID OPENING
NOVEMBER 30, 2020 AT 4:00 P.M.**

Project Name:	RFP NO. 2020-1101 – SECURITY GUARD SERVICES				
Address:	1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711				
CONTRACTOR INFORMATION					
Co. Name:	American Guard Services	Rep:			
Address:	1125 W 190th Street	Email:			
	Los Angeles, CA 90248	Phone:			
PROPOSAL					
Location	3-Year Contract			Optional 2-Year Extension	
1403-1407 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 153,332.48	\$157,736.80	\$ 162,260.80	\$ 166,784.80	\$ 171,308.80
Subtotal Years 1-3	\$ 473,330.08			Subtotal Yrs 4-5	\$ 338,093.60
2001 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 56,111.90	\$ 57,791.59	\$ 59,449.00	\$ 61,106.50	\$ 62,764.00
Subtotal Years 1-3	\$ 173,352.49			Subtotal Yrs 4-5	\$ 123,870.50
2008 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 334,030.84	\$344,029.40	\$ 353,896.40	\$ 363,763.40	\$ 373,630.40
Subtotal Years 1-3	\$ 1,031,956.64			Subtotal Yrs 4-5	\$ 737,393.80
1900 Royalty Drive	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 66,014.00	\$ 67,990.00	\$ 69,940.00	\$ 71,890.00	\$ 73,840.00
Subtotal Years 1-3	\$ 203,944.00			Subtotal Yrs 4-5	\$ 145,730.00
Agency-wide	Year 1	Year 2	Year 3	Year 4	Year 5
Total:	\$ 609,489.22	\$627,547.79	\$ 645,546.20	\$ 663,544.70	\$ 681,543.20
Agency-wide Total Years 1-3:	\$ 1,882,583.21			Agency-wide Total Years 4-5:	\$ 1,345,087.90
Agency-wide Total Years 1-5:	\$ 3,227,671.11				



**BID OPENING
NOVEMBER 30, 2020 AT 4:00 P.M.**

Project Name:	RFP NO. 2020-1101 – SECURITY GUARD SERVICES				
Address:	1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711				
CONTRACTOR INFORMATION					
Co. Name:	Dunamis Security Serv	Rep:			
Address:	142 W Holt Avenue	Email:			
	Pomona, CA 91786	Phone:			
PROPOSAL					
Location	3-Year Contract			Optional 2-Year Extension	
1403-1407 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 153,400.00	\$153,400.00	\$ 153,400.00	\$ 161,070.00	\$ 161,070.00
Subtotal Years 1-3	\$ 460,200.00			Subtotal Yrs 4-5	\$ 322,140.00
2001 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 70,200.00	\$ 70,200.00	\$ 70,200.00	\$ 73,710.00	\$ 73,710.00
Subtotal Years 1-3	\$ 210,600.00			Subtotal Yrs 4-5	\$ 147,420.00
2008 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 340,600.00	\$340,600.00	\$ 340,600.00	\$ 349,440.00	\$ 349,440.00
Subtotal Years 1-3	\$ 1,021,800.00			Subtotal Yrs 4-5	\$ 698,880.00
1900 Royalty Drive	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 78,000.00	\$ 78,000.00	\$ 78,000.00	\$ 81,900.00	\$ 81,900.00
Subtotal Years 1-3	\$ 234,000.00			Subtotal Yrs 4-5	\$ 163,800.00
Agency-wide	Year 1	Year 2	Year 3	Year 4	Year 5
Total:	\$ 642,200.00	\$642,200.00	\$ 642,200.00	\$ 666,120.00	\$ 666,120.00
Agency-wide Total Years 1-3: \$		1,926,600.00		Agency-wide Total Years 4-5: \$ 1,332,240.00	
Agency-wide Total Years 1-5: \$		3,258,840.00			



**BID OPENING
NOVEMBER 30, 2020 AT 4:00 P.M.**

Project Name:	RFP NO. 2020-1101 – SECURITY GUARD SERVICES				
Address:	1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711				
CONTRACTOR INFORMATION					
Co. Name:	Allied Nationwide Security	Rep:			
Address:	7247 Hayvenhurst Ave, #A7	Email:			
	Van Nuys, CA 91406	Phone:			
PROPOSAL					
Location	3-Year Contract			Optional 2-Year Extension	
1403-1407 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 159,796.00	\$159,796.00	\$ 159,796.00	\$ 167,076.00	\$ 174,356.00
Subtotal Years 1-3	\$ 479,388.00			Subtotal Yrs 4-5	\$ 341,432.00
2001 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 48,509.50	\$ 48,509.50	\$ 48,509.50	\$ 50,719.50	\$ 52,929.50
Subtotal Years 1-3	\$ 145,528.50			Subtotal Yrs 4-5	\$ 103,649.00
2008 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 288,774.20	\$288,774.20	\$ 288,774.20	\$ 301,930.20	\$ 315,086.20
Subtotal Years 1-3	\$ 866,322.60			Subtotal Yrs 4-5	\$ 617,016.40
1900 Royalty Drive	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 45,656.00	\$ 45,656.00	\$ 45,656.00	\$ 49,816.00	\$ 51,896.00
Subtotal Years 1-3	\$ 136,968.00			Subtotal Yrs 4-5	\$ 101,712.00
Agency-wide	Year 1	Year 2	Year 3	Year 4	Year 5
Total:	\$ 542,735.70	\$542,735.70	\$ 542,735.70	\$ 569,541.70	\$ 594,267.70
Agency-wide Total Years 1-3:	\$ 1,628,207.10		Agency-wide Total Years 4-5:	\$ 1,163,809.40	
Agency-wide Total Years 1-5:	\$ 2,792,016.50				



**BID OPENING
NOVEMBER 30, 2020 AT 4:00 P.M.**

Project Name:	RFP NO. 2020-1101 – SECURITY GUARD SERVICES				
Address:	1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711				
CONTRACTOR INFORMATION					
Co. Name:	American Power Security	Rep:			
Address:	1451 S. Rimpau Ave, #207	Email:			
	Corona, CA 92879	Phone:			
PROPOSAL					
Location	3-Year Contract			Optional 2-Year Extension	
1403-1407 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 106,991.28	\$106,991.28	\$ 106,991.28	\$ 106,991.28	\$ 106,991.28
Subtotal Years 1-3	\$ 320,973.84			Subtotal Yrs 4-5	\$ 213,982.56
2001 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 42,103.05	\$ 42,103.05	\$ 42,103.05	\$ 42,103.05	\$ 42,103.05
Subtotal Years 1-3	\$ 126,309.15			Subtotal Yrs 4-5	\$ 84,206.10
2008 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 250,636.98	\$250,636.98	\$ 250,636.98	\$ 250,636.98	\$ 250,636.98
Subtotal Years 1-3	\$ 751,910.94			Subtotal Yrs 4-5	\$ 501,273.96
1900 Royalty Drive	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 49,533.00	\$ 49,533.00	\$ 49,533.00	\$ 49,533.00	\$ 49,533.00
Subtotal Years 1-3	\$ 148,599.00			Subtotal Yrs 4-5	\$ 99,066.00
Agency-wide	Year 1	Year 2	Year 3	Year 4	Year 5
Total:	\$ 449,264.31	\$449,264.31	\$ 449,264.31	\$ 449,264.31	\$ 449,264.31
Agency-wide Total Years 1-3: \$		1,347,792.93		Agency-wide Total Years 4-5: \$ 898,528.62	
Agency-wide Total Years 1-5: \$		2,246,321.55			



**BID OPENING
NOVEMBER 30, 2020 AT 4:00 P.M.**

Project Name:	RFP NO. 2020-1101 – SECURITY GUARD SERVICES				
Address:	1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711				
CONTRACTOR INFORMATION					
Co. Name:	Allied Universal Security Ser	Rep:			
Address:	1551 N Tustin Ave, #650	Email:			
	Santa Ana, CA 92705	Phone:			
PROPOSAL					
Location	3-Year Contract			Optional 2-Year Extension	
1403-1407 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 131,781.00	\$139,942.00	\$ 139,942.00	\$ 139,942.00	\$ 139,942.00
Subtotal Years 1-3	\$ 411,665.00			Subtotal Yrs 4-5	\$ 279,884.00
2001 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 54,405.00	\$ 57,774.00	\$ 57,774.00	\$ 57,774.00	\$ 57,774.00
Subtotal Years 1-3	\$ 169,953.00			Subtotal Yrs 4-5	\$ 115,548.00
2008 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 314,234.00	\$324,742.00	\$ 324,742.00	\$ 324,742.00	\$ 324,742.00
Subtotal Years 1-3	\$ 963,718.00			Subtotal Yrs 4-5	\$ 649,484.00
1900 Royalty Drive	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 60,450.00	\$ 64,194.00	\$ 64,194.00	\$ 54,194.00	\$ 64,194.00
Subtotal Years 1-3	\$ 188,838.00			Subtotal Yrs 4-5	\$ 118,388.00
Agency-wide	Year 1	Year 2	Year 3	Year 4	Year 5
Total:	\$ 560,870.00	\$586,652.00	\$ 586,652.00	\$ 576,652.00	\$ 586,652.00
Agency-wide Total Years 1-3: \$ 1,734,174.00		Agency-wide Total Years 4-5: \$ 1,163,304.00			
Agency-wide Total Years 1-5: \$		2,897,478.00			



**BID OPENING
NOVEMBER 30, 2020 AT 4:00 P.M.**

Project Name:	RFP NO. 2020-1101 – SECURITY GUARD SERVICES				
Address:	1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711				
CONTRACTOR INFORMATION					
Co. Name:	All American Security	Rep:			
Address:	421 S Glendora Ave, #200	Email:			
	West Covina, CA 91790	Phone:			
PROPOSAL					
Location	3-Year Contract			Optional 2-Year Extension	
1403-1407 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 126,474.00	\$132,153.84	\$ 137,842.00	\$ 143,166.00	\$ 149,210.00
Subtotal Years 1-3	\$ 396,469.84			Subtotal Yrs 4-5	\$ 292,376.00
2001 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 49,283.00	\$ 51,493.00	\$ 53,703.00	\$ 55,913.00	\$ 58,123.00
Subtotal Years 1-3	\$ 154,479.00			Subtotal Yrs 4-5	\$ 114,036.00
2008 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 289,262.40	\$302,442.40	\$ 315,622.40	\$ 329,198.40	\$ 341,982.40
Subtotal Years 1-3	\$ 907,327.20			Subtotal Yrs 4-5	\$ 671,180.80
1900 Royalty Drive	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 62,010.00	\$ 64,610.00	\$ 69,810.00	\$ 72,280.00	\$ 75,010.00
Subtotal Years 1-3	\$ 196,430.00			Subtotal Yrs 4-5	\$ 147,290.00
Agency-wide	Year 1	Year 2	Year 3	Year 4	Year 5
Total:	\$ 527,029.40	\$550,699.24	\$ 576,977.40	\$ 600,557.40	\$ 624,325.40
Agency-wide Total Years 1-3:	\$ 1,654,706.04			Agency-wide Total Years 4-5:	\$ 1,224,882.80
Agency-wide Total Years 1-5:	\$ 2,879,588.84				



**BID OPENING
NOVEMBER 30, 2020 AT 4:00 P.M.**

Project Name:	RFP NO. 2020-1101 – SECURITY GUARD SERVICES				
Address:	1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711				
CONTRACTOR INFORMATION					
Co. Name:	American Global Security	Rep:			
Address:	9420 Topanga Canyon, #201	Email:			
	Chatsworth, CA 91311	Phone:			
PROPOSAL					
Location	3-Year Contract			Optional 2-Year Extension	
1403-1407 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 193,429.77	\$210,495.77	\$ 220,865.77	\$ 229,888.77	\$ 244,060.33
Subtotal Years 1-3	\$ 624,791.31			Subtotal Yrs 4-5	\$ 473,949.10
2001 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 49,721.58	\$ 53,225.58	\$ 56,689.58	\$ 58,931.58	\$ 62,677.58
Subtotal Years 1-3	\$ 159,636.74			Subtotal Yrs 4-5	\$ 121,609.16
2008 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 236,611.65	\$253,381.65	\$ 269,951.65	\$ 280,786.65	\$ 298,391.65
Subtotal Years 1-3	\$ 759,944.95			Subtotal Yrs 4-5	\$ 579,178.30
1900 Royalty Drive	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 61,717.83	\$ 65,971.83	\$ 70,185.83	\$ 72,802.83	\$ 77,673.83
Subtotal Years 1-3	\$ 197,875.49			Subtotal Yrs 4-5	\$ 150,476.66
Agency-wide	Year 1	Year 2	Year 3	Year 4	Year 5
Total:	\$ 541,480.83	\$583,074.83	\$ 617,692.83	\$ 642,409.83	\$ 682,803.39
Agency-wide Total Years 1-3: \$ 1,742,248.49		Agency-wide Total Years 4-5: \$ 1,325,213.22			
Agency-wide Total Years 1-5: \$		3,067,461.71			



**BID OPENING
NOVEMBER 30, 2020 AT 4:00 P.M.**

Project Name:	RFP NO. 2020-1101 – SECURITY GUARD SERVICES				
Address:	1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711				
CONTRACTOR INFORMATION					
Co. Name:	DSI Security Services	Rep:			
Address:	3333 S Brea Canyon, # 105	Email:			
	Diamond Bar, CA 91765	Phone:			
PROPOSAL					
Location	3-Year Contract			Optional 2-Year Extension	
1403-1407 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 418,658.76	\$446,180.12	\$ 473,675.80	\$ 501,221.76	\$ 528,742.50
Subtotal Years 1-3	\$ 1,338,514.68			Subtotal Yrs 4-5	\$ 1,029,964.26
2001 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 49,084.36	\$ 53,849.33	\$ 57,170.88	\$ 60,492.25	\$ 63,813.75
Subtotal Years 1-3	\$ 160,104.57			Subtotal Yrs 4-5	\$ 124,306.00
2008 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 239,646.16	\$255,399.70	\$ 271,128.00	\$ 286,906.36	\$ 302,659.50
Subtotal Years 1-3	\$ 766,173.86			Subtotal Yrs 4-5	\$ 589,565.86
1900 Royalty Drive	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 63,520.60	\$ 67,696.28	\$ 71,871.80	\$ 76,047.40	\$ 80,223.00
Subtotal Years 1-3	\$ 203,088.68			Subtotal Yrs 4-5	\$ 156,270.40
Agency-wide	Year 1	Year 2	Year 3	Year 4	Year 5
Total:	\$ 770,909.88	\$823,125.43	\$ 873,846.48	\$ 924,667.77	\$ 975,438.75
Agency-wide Total Years 1-3:	\$ 2,467,881.79		Agency-wide Total Years 4-5:	\$ 1,900,106.52	
Agency-wide Total Years 1-5:	\$ 4,367,988.31				



**BID OPENING
NOVEMBER 30, 2020 AT 4:00 P.M.**

Project Name:	RFP NO. 2020-1101 – SECURITY GUARD SERVICES				
Address:	1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711				
CONTRACTOR INFORMATION					
Co. Name:	Citiguard	Rep:			
Address:	22736 Vanowen St. #300	Email:			
	West Hills, CA 91307	Phone:			
PROPOSAL					
Location	3-Year Contract			Optional 2-Year Extension	
1403-1407 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 129,888.00	\$129,888.00	\$ 129,888.00	\$ 129,888.00	\$ 129,888.00
Subtotal Years 1-3	\$ 389,664.00			Subtotal Yrs 4-5	\$ 259,776.00
2001 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 41,820.00	\$ 41,820.00	\$ 41,820.00	\$ 41,820.00	\$ 41,820.00
Subtotal Years 1-3	\$ 125,460.00			Subtotal Yrs 4-5	\$ 83,640.00
2008 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 255,840.00	\$255,840.00	\$ 255,840.00	\$ 255,840.00	\$ 255,840.00
Subtotal Years 1-3	\$ 767,520.00			Subtotal Yrs 4-5	\$ 511,680.00
1900 Royalty Drive	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 49,200.00	\$ 49,200.00	\$ 49,200.00	\$ 49,200.00	\$ 49,200.00
Subtotal Years 1-3	\$ 147,600.00			Subtotal Yrs 4-5	\$ 98,400.00
Agency-wide	Year 1	Year 2	Year 3	Year 4	Year 5
Total:	\$ 476,748.00	\$476,748.00	\$ 476,748.00	\$ 476,748.00	\$ 476,748.00
Agency-wide Total Years 1-3:	\$ 1,430,244.00		Agency-wide Total Years 4-5:	\$ 953,496.00	
Agency-wide Total Years 1-5:	\$	2,383,740.00			



**BID OPENING
NOVEMBER 30, 2020 AT 4:00 P.M.**

Project Name:	RFP NO. 2020-1101 – SECURITY GUARD SERVICES				
Address:	1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711				
CONTRACTOR INFORMATION					
Co. Name:	Onguard, Inc.	Rep:			
Address:	9836 White Oak Ave, #105	Email:			
	Northridge, CA 91325	Phone:			
PROPOSAL					
Location	3-Year Contract			Optional 2-Year Extension	
1403-1407 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
Subtotal Years 1-3	\$ -			Subtotal Yrs 4-5	\$ -
2001 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
Subtotal Years 1-3	\$ -			Subtotal Yrs 4-5	\$ -
2008 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
Subtotal Years 1-3	\$ -			Subtotal Yrs 4-5	\$ -
1900 Royalty Drive	Year 1	Year 2	Year 3	Year 4	Year 5
Subtotal Years 1-3	\$ -			Subtotal Yrs 4-5	\$ -
Agency-wide	Year 1	Year 2	Year 3	Year 4	Year 5
Total:	\$ -	\$ -	\$ -	\$ -	\$ -
Agency-wide Total Years 1-3:		\$ -		Agency-wide Total Years 4-5:	
Agency-wide Total Years 1-5:		\$		-	

Analysis was not completed for this Proposal because this company did not complete correctly the Price Proposal Table (Attachment F) provided in the RFP packet.



**BID OPENING
NOVEMBER 30, 2020 AT 4:00 P.M.**

Project Name:	RFP NO. 2020-1101 – SECURITY GUARD SERVICES				
Address:	1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711				
CONTRACTOR INFORMATION					
Co. Name:	XPress Guards, LLC	Rep:			
Address:	2200 SW 59th Ave	Email:			
	West Park, FL 33023	Phone:			
PROPOSAL					
Location	3-Year Contract			Optional 2-Year Extension	
1403-1407 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
Subtotal Years 1-3	\$ -			Subtotal Yrs 4-5	\$ -
2001 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
Subtotal Years 1-3	\$ -			Subtotal Yrs 4-5	\$ -
2008 N Garey	Year 1	Year 2	Year 3	Year 4	Year 5
Subtotal Years 1-3	\$ -			Subtotal Yrs 4-5	\$ -
1900 Royalty Drive	Year 1	Year 2	Year 3	Year 4	Year 5
Subtotal Years 1-3	\$ -			Subtotal Yrs 4-5	\$ -
Agency-wide	Year 1	Year 2	Year 3	Year 4	Year 5
Total:	\$ -	\$ -	\$ -	\$ -	\$ -
Agency-wide Total Years 1-3:	\$ -			Agency-wide Total Years 4-5:	\$ -
Agency-wide Total Years 1-5:	\$ -				

Analysis if this company's Proposal was not prepared because the Proposer did not include all the required Forms (Attachments C-F), including the Price Proposal (Attachment F)

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

DATE: July 21, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Diana Acosta, CPA, Chief Financial Officer

SUBJECT: Consideration of Resolution No. 600 Authorizing the Executive Director to Enter into a Three-Year Agreement with Priority Building Services for Janitorial Services Beginning August 17, 2021, in the Amount of \$328,821, with Option to Extend Two Additional Years

Summary

Staff is seeking Governing Board approval to award the contract to Priority Building Services, LLC for janitorial services beginning August 17, 2021 through August 16, 2024 in the amount of \$328,821 with an option to extend two additional years beginning August 17, 2024 through March 31, 2026; and authorize the Executive Director to execute the agreement. This agreement would allow Priority Building Service to provide Janitorial Services for five properties owned and/or leased by Tri-City Mental Health Authority located in Pomona and in Claremont.

Background

In March of 2021, the Governing Board had approved Resolution No. 576 Authorizing the Executive Director to Enter into a three-year agreement with Pure Facility Solutions, Inc. for Janitorial services. On June 17, 2021, Pure Facility Solutions, Inc. notified Tri-City that the company had decided to restructure its business model and would not continue to provide janitorial services. Tri-City and Pure Facility Solutions, Inc mutually agreed upon an end date of August 17, 2021. Therefore, Tri-City is seeking to engage with Priority Building Services for Janitorial Services. who was one of the top three respondents to the Request for Proposal earlier this calendar year as explained in the following paragraphs.

On January 14, 2021, a Request for Proposal (RFP) for Janitorial Services was issued and distributed (Attachment 1-C) to 20 janitorial companies. Out of the 20 companies, there were 5 companies that attended the voluntary pre-proposal meeting on February 1, 2021, and 5 companies submitted proposals. The proposals submitted were 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 concurrence of the Governing Board, and the annual availability of a budget appropriation.

As previously reported back in March of 2021, based on review of all proposals, both qualitatively (responses to RFP elements) and quantitatively (proposed costs), Tri-City selected the top three proposers that would best serve Tri-City’s needs at the various sites. Across all respondents, proposed costs (over the five year period) ranged from approximately \$551 thousand to \$1.6 million. The top three proposers selected for an interview were not solely based on their proposed costs but also considered the prospective proposers’ current clients and their similarity to our needs.

The bid amounts submitted by the top three companies as originally reported are listed below. The amounts were based on both three-year and five-year agreement terms.

Company	3-Year Contract beginning August 17, 2021			Option 2-Yr Extension		5-Yr Total
	Year 1	Year 2	Year 3	Year 4	Year 5	
Pure Facility Solutions	126,038	126,038	126,039	135,205	135,204	648,524
Priority Building Services	106,451	111,185	111,185	111,185	111,185	551,191
Open Works	139,602	143,525	147,574	152,074	156,364	739,139

Also as noted previously, the proposals were reviewed and evaluated by an Ad Hoc committee. The committee interviewed the top three proposers as part of the evaluation process and the 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. Project/Service approach including scheduling
5. Cost Proposal

Based on these evaluations, staff had previously recommended that the Governing Board award the contract for janitorial services to Pure Facility Solutions, Inc based on the value they offered with respect to cleaning, disinfecting, online communication services and the supplies they offered. As noted above, Pure Facility Solutions will no longer be able to continue providing janitorial services and as a result, Tri-City revisited the original proposals and is now seeking to engage the services of Priority Building Services, LLC, which was one of the original top three proposers.

Priority Building Services, LLC, provides the scope of work needed for this RFP. They are based in the City of Brea, California, and have been in established since 2000 and appear to have the appropriate experience to be able to serve Tri-City’s needs. Their references have been verified including companies they currently serve.

Under this new agreement, Priority Building Services will be responsible to provide janitorial services at five Tri-City locations. General duties will include, but are not limited to, basic janitorial needs for Tri-City’s lobbies, offices, restrooms, hallways, break rooms, conference rooms and shall include and not limited to dusting, mopping, disposal of trash

and sanitizing in various areas with a concentration on heavy traffic areas. Priority Building Services will also be including the supplies needed to provide these services, which is also a part of the cost proposal. A more extensive outline of general duties can be found under Attachment 11-C: Scope of Services of the RFP (Attachment A of the RFP).

Tri-City Properties to be served:

- 2001 N. Garey Avenue, Pomona CA 91767 -- MHSA Building
- 2008 N. Garey Avenue, Pomona CA 91767 -- Adult Outpatient Clinic
- 1403 N. Garey Avenue, Pomona CA 91767 -- Wellness Center
- 1900 Royalty Drive, Pomona CA 91767 -- Child and Family Outpatient (Suites 160, 170, 180, 205, 280 & 290)
- 1717 N. Indian Hill Blvd, Claremont, CA 91711 (Suite B) -- Administration Building

The current Fiscal Year 2021-22 budget includes approximately \$137 thousand in janitorial labor & supply expense. The recommended vendor's proposed costs would result in an approximate budgetary savings of approximately \$20,000 annually and approximately \$100,000 over the life of the contract or five years as compared to the previously selected vendor.

Fiscal Impact:

The fiscal impact for Fiscal Year 2021-22 will be an approximate savings of \$20,000. The annual impact will be \$111,185 (\$106,451 for the first year and \$111,185 for the second and third year) and the total for the three-year agreement is \$328,821. The total for the five-year agreement is \$551,191. Funding will come from a combination of Realignment and MHSA funding.

Recommendation

Staff hereby recommends that the Governing Board award the agreement for janitorial services to Priority Building Services and adopt Resolution No. 900, authorizing the Executive Director to execute a three-year agreement with Priority Building Services beginning August 17, 2021, in the amount of \$328,821, with an option to extend for an additional two years for a total amount of \$222,370 and a grand total amount of \$551,191 for the five years.

Attachments:

Attachment 11-A: Resolution No. 600 -DRAFT

Attachment 11-B: Proposed Agreement with Priority Building Services, LLC

Attachment 11-C: RFP for Janitorial Services – Issued 1/14/2021

Attachment 11-D: Bid Opening Results – 2/17/201

RESOLUTION NO. 600

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 PRIORITY BUILDING SERVICES, LLC, FOR JANITORIAL SERVICES BEGINNING AUGUST 17, 2021, IN THE AMOUNT OF \$328,821, 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 janitorial 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, 1900 Royalty Drive in Pomona, and 1717 N. Indian Hill Blvd in Claremont.

B. A Request for Proposals (RFP) for Janitorial Services was issued on January 14, 2021; on March 17, 2021 the Board adopted Resolution No. 576 authorizing the Executive Director to enter into a three-year contract with Pure Facility Solutions, Inc. for janitorial services commencing April 1, 2021; and on June 17, 2021, Pure Facility Solutions, Inc. notified TCMHA that it restructured its business model and was terminating the Agreement effective August 17, 2021.

C. The Board wants to award a new contract for janitorial services to Priority Building Services, LLC, for three years beginning on August 17, 2021, in the amount of \$328,821; with an optional two-year extension in the amount of \$222,370, totaling \$551,191 for five years.

2. Action

The Governing Board authorizes the Executive Director to enter into, and execute, a Three-Year Agreement with Priority Building Services, LLC, Inc. for janitorial services, commencing August 17, 2021, in the amount of \$328,821, with an option to extend two additional years, for a total value of \$551,191 for five years.

[Continued on page 2]

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on July 21, 2021, 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:_____



INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN THE

TRI-CITY MENTAL HEALTH AUTHORITY

AND

PRIORITY BUILDING SERVICES, LLC

DATED

AUGUST 17, 2021

ATTACHMENT 11-B

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AGREEMENT

1. PARTIES AND DATE

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into as of April 1, 2021 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 “TCMHA” or “Tri-City”) and PRIORITY BUILDING SERVICES, LLC, a California corporation, with its principal place of business at 521 Mercury Lane, Brea, CA 92821 (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 janitorial 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 Janitorial 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 Janitorial 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, Contractor shall provide Janitorial 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 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. 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. 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 janitorial services required by this Agreement at the agreed upon locations, at any time required and appropriate, and within the manner outlined in 'Exhibit A'.

7. TERMS

The services and/or materials furnished under this Agreement shall commence August 17, 2021 and shall be and remain in full force and effect until amended or terminated at the end of Year-Three on August 16, 2024, with an option to extend for two additional years through August 16, 2026; unless terminated in accordance with the provisions of Section 8 below.

8. TERMINATION

This Agreement may be terminated only as follows:

a. 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.

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 Janitorial 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 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 as stated in 'Exhibit B'.

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 with an additional insured endorsement and a waiver of subrogation endorsement naming Tri-City Mental Health Authority.

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. **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.

v. **Notice Of Cancellation:** Tri-City requires ten (10) days written notice of cancellation.

vi. 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,
#BClaremout, 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. 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. **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:

Priority Building Services, LLC
521 Mercury Lane
Brea, CA 92821
Attn: Principal Officer

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 February 17, 2021

Exhibit C: Contractor's Attestation That Neither It Nor Any Of Its Staff Members Are 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

PRIORITY BUILDING SERVICES, LLC

By: _____
Antonette Navarro, Executive Director

By: _____
Simon Rocha, 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 SERVICES

Contractor shall provide night janitor(s) at each identified facility after the facility's normal hours of operation. Tri-City Mental Health Authority expects the facilities specified herein to be cleaned and maintained at a level of quality commensurate with the highest standards of professional janitorial services.

Janitorial services shall be provided at the following TCMHA locations:

1. 2001 N. Garey Avenue, Pomona, CA 91767 – MHSA Building
2. 2008 N. Garey Avenue, Pomona, CA 91767 – Adult Outpatient Clinic and TCG
3. 1403 N. Garey Avenue, Pomona, CA 91767 – Wellness Center
4. 1900 Royalty Drive, Suites 160, 170, 180, 205, 280, & 290, Pomona, CA 91767
5. 1717 N. Indian Hill Boulevard, Claremont, CA 91711 – Administration Office

The successful contractor shall furnish all cleaning supplies, materials, and equipment necessary for the performance of the work specified. These supplies and materials shall be of quality acceptable to TCMHA. Contractor shall not use any material that TCMHA determines unsuitable for the purpose or harmful to the surface to which applied or to another part of the buildings, its content or equipment.

A. SERVICE AREAS:

Location	Temporary Service Dates*	Time	Square Footage
2001 N. Garey Avenue	Tuesday & Friday	Evenings	8,875
2008 N. Garey Avenue	Monday through Friday	Evenings	15,595
1403 N. Garey Avenue	Front Building Wednesday, Friday	Evenings	4,809
	Back Building Monday, Wednesday, Friday	Evenings	3,012
1900 Royalty Drive Suites: 160, 170, 180, 205, 280, 290	Tuesday & Friday	Evenings	16,609
1717 N. Indian Hill Blvd.	Tuesday & Friday	Evenings	4,000

*** Temporary dates due to the COVID-19 pandemic. Service dates will change back to five (5) nights a week when pandemic is over.**

B. SERVICE DAYS

1. For the purposes of this RFP, all bids shall be based on the normal operating schedule of Monday through Friday, 5 nights per week.

2. Invoicing shall then be prorated to reflect current pandemic schedule listed above. With written approval, service days may change.
3. Extra service costs shall be reflected in pricing schedule.

C. PERSONNEL

1. Contractor's employees may not bring children, relatives, acquaintances or visitors onto Tri-City property at any time while performing services.
2. At least one (1) contractor employee on site at each facility, at all times must be able to read, speak and write in the English language.
3. All personnel, must wear respective company uniform and/or ID Badge at all times.
4. Ensure all his/her employees shall observe all rules and regulations when conducting businesses on TCMHA premises.
5. Contractor shall ensure that its staff is drug free. No alcohol or drug use shall be permitted on Tri-City property. Smoking will only be allowed in designated areas 50 ft. away from the building.
6. Contractor shall establish a primary and secondary contact person whom would be available for any custodial emergencies.
7. Upon award of the contract essential keys will be issued for all facilities listed, the contractor must sign for these keys.
8. If contractor loses any keys, they will be charged for replacements and any additional charges incurred.
9. Building alarm codes will be issued, the Contractor shall be responsible for deactivating and arming any alarm systems.
10. Contractor is responsible for following proper storage handling rules and regulations and adhering to all applicable codes related to material handling
11. Maintain an inventory of all cleaning chemicals, Safety Data Sheets (SDS) shall be kept on site and available for review upon request.

D. CLEANING SERVICES

1. Lobbies

a. Daily

- Sweep off all entrance areas and mop as needed
- Remove fingerprints, smudges and scuff marks from all entrance doorways, windows, and window sills
- Spot clean walls, doors, windows, light switches and other horizontal surfaces to remove all marks, smudges and fingerprints
- Pick up magazines and newspapers in the client reception areas and place back in the newspaper racks
- Pick up trash, cardboard boxes and other debris and dispose into receptacle provided
- Organize waiting room chairs so they are lined up
- Make sure the check-in countertops are dusted and disinfected especially the ones in the front desks

- Make sure elevator floors are cleaned every day and free of any litters. Disinfect all buttons and handrails
- b. Weekly**
- High dust vents, blinds and window sills
- c. As Requested**
- Floors waxed and polished
- 2. Offices**
- a. Daily**
- Vacuum or mop floors
 - Remove trash and replace liner
 - Dust desks, chairs and other furniture
 - Disinfect door handles and light switches
- b. Weekly**
- High dust vents, blinds and window sills
- c. As Requested**
- Spot Clean Stains: Removal of difficult stains
- 3. Hallways**
- a. Daily**
- Vacuum or mop floors with a solution of water and disinfectant
 - Remove trash, cardboard boxes and other debris and dispose into receptacle provided
 - Disinfect door handles and light switches
- b. Weekly**
- High dust vents, blinds and window sills
 - Spot clean walls, doors and other horizontal surfaces to remove all marks, smudges and fingerprints
- c. As Requested**
- Spot Clean Stains: Removal of difficult stains
- 4. Conference Rooms**
- a. Daily**
- Wipe down table and organize chairs
 - Vacuum or mop floors with a solution of water and disinfectant
 - Remove trash and replace liner
 - Disinfect door handles and light switches
 - Spot clean walls, doors and other horizontal surfaces to remove all marks, smudges and fingerprints
- b. Weekly**
- High dust vents, blinds and window sills
- c. As Requested**
- Spot Clean Stains: Removal of difficult stains

5. Carpet Maintenance

- a. Daily
 - Spot clean minor stains
 - Report large stains to Facilities Coordinator
- b. As Requested
 - Spot Clean Stains: Removal of difficult stains.
 - Shampooing Offices/Conference Rooms and Hallways

6. Breakrooms

- a. Daily
 - Wipe down table(s), sink, faucet and organize chairs
 - Restock paper towels and refill soap dispenser (dish and hand soap). Notify Facilities staff of any supply shortages
 - Remove trash and replace liner
 - Mop floors with a solution of water and disinfectant
 - Wipe down microwaves inside and out
 - Empty and rinse out coffee pots – please ensure the machine is off
 - Disinfect door handles and light switches
- b. Weekly
 - High dust vents, blinds and window sills
 - Spot clean walls, doors and other horizontal surfaces to remove all marks, smudges and fingerprints
- c. As Requested
 - Spot Clean Stains: Removal of difficult stains

7. Restrooms

- a. Daily
 - Restock paper towels, toilet paper and refill soap dispenser
 - Remove trash and replace liner
 - Mop floors with a solution of water and disinfectant
 - Clean sinks and toilets with Soft Scrub to keep white
 - Remove any graffiti as needed
 - Wipe down faucets and mirrors. Dust walls as needed
 - Wipe and polish all chrome fixtures in bathrooms
 - Disinfect door handles and light switches
- b. Weekly
 - Wash full surface area of all stall partitions and doors with solution of water and disinfectant.
 - High dust air vents
- c. As Requested
 - Spot Clean Stains: Removal of difficult stains

8. Exterior / Stairways / Breezeway

a. Daily

- Clean around entrance area and around building, clean area near dumpsters and make sure dumpsters are secure when done
- Pick up trash, cardboard boxes and other debris and dispose into receptacle provided
- Wipe fingerprints and smudges off glass surfaces including doors
- Remove any graffiti as needed
- Disinfect door handles

b. Weekly

- High dust light fixtures and signage

c. As Requested

- Power washing of floors

9. Before Leaving

a. Daily

- Remove all collected trash and place in dumpsters and lock dumpsters
- Clean and arrange all equipment in janitor closet
- Ensure that all Doctor's offices are locked
- Ensure that all exterior doors are closed and locked
- Turn off lights of all rooms cleaned
- Indicate in email of any items that need attention or supplies that need to be ordered
Please email Facilities for any items needed
- Alarm building

E. ADDITIONAL SERVICES

TCMHA reserves the right to add or delete services and facilities to the contract as may be required. Any other additional work shall be completed only after a written estimate has been submitted by the Contractor and has been approved by TCMHA.

F. SUPPLIES AND MATERIALS

1. Each contractor shall submit, as part of their returned proposal, a list giving the name of the manufacturer, the brand name and intended use of the chemicals that they propose to use in the performance of the work. If requested, Contractor may need to provide samples of cleaning supplies and toiletries. (see Attachment F)
2. The successful contractor shall furnish two (2) copies of Safety Data Sheets (SDS). One (1) will be maintained at each facility where work is being performed and one (1) shall be given to the Facilities Coordinator.
3. Each contractor shall provide a complete breakdown of supplies for each building. Preferably, these products would be environmentally friendly.
4. The successful contractor shall provide supplies for each facility including, but not limited to:
 - a. Trash Liners
 - b. Bathroom tissue, white 2-ply rolls and 2-ply jumbo roll bathroom tissue
 - c. Toilet seat covers

- d. Roll paper towels 2-ply perforated
- e. Multi fold hand towels to fit appropriate dispensers
- f. Soap (dish and hand)
- g. Sanitary bags
- h. Urinal screens
- i. Odor control supplies
- j. Cleaning and disinfecting supplies
- k. Microfiber cloth towels

G. RIGHT TO KNOW ACT (ACT 80 OF 1986)

1. The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances at the workplace. To comply with this act, it is necessary that you fulfill the following:
 - a. Labels on all incoming containers of hazardous chemicals must (1) clearly state the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer, or other responsible party.

H. STORAGE SPACE

1. TCMHA shall furnish space for the purpose of storing Contractor's equipment and supplies in all facilities. Keys for storage space shall be provided to Contractor by TCMHA. Storage space must be maintained in a neat and orderly manner. Contractor is responsible for following proper storage handling rules and regulations and adhering to all applicable codes related to material handling.
2. Equipment owned by the Contractor shall be clearly identified and safely stored.
3. Current Safety Data Sheets must be available in all chemical storage areas.

I. EQUIPMENT

1. All necessary cleaning equipment for additional services, including power driven floor scrubbing machines, waxing polishing machines, shall be furnished by the successful contractor as needed.
2. Equipment owned by the Contractor shall be clearly identified and safely stored.
3. Exception – TCMHA shall provide commercial grade vacuum cleaners for each location.

J. KEYS AND ALARM CODES

1. Upon award of the contract essential keys will be issued for all facilities listed. The contractor must sign for these keys. If contractor loses any keys, they will be charged for replacements and any additional charges incurred. The contractor must return all issued keys at the termination of the contract. **Keys are NOT to be reproduced or replicated under any circumstances.**
2. Key Fobs will be issued to staff assigned to the 2008 N. Garey Ave location.
3. Contractor will receive alarm codes to arm each location. Training on arming the building shall be provided by the Facilities Manager/Coordinator.

CONTRACTOR'S PROPOSAL

PRIORITY BUILDING SERVICES, LLC

**Tri City
Mental Health
Authority
Proposal**

Priority Building Services, LLC

521 Mercury Lane

Brea CA 92821

(714) 255-2940

Suzie DeLong

521 MERCURY LANE, BREA, CA 92821



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Tri City Mental Health Authority
1717 M. Indian Hill Blvd, Suite B
Claremont CA 91711
RFP for Janitorial Services
RFP Number: 2021-0101

Thank you for the opportunity to provide you with a proposal for **Tri City Mental Health Authority**

Priority Building Services, LLC prides itself in their quality of services, and that pride has carried over since our inception. When we are selected as your service provider, you can be rest assured that we are prepared to provide you with only the highest level of service.

We understand the importance in security, confidentiality, and employee retention. Priority Building Services, LLC has a strong reputation for quality performance and long lasting relationships.

Should you have any questions or require clarification on any aspect of the proposal, please feel free to contact me.

Sincerely,

Suzie DeLong
Regional Sales Manager
Priority Building Services, LLC
521 Mercury Lane
Brea, CA 92821
Office: (714) 255-2940

Summary of Proposal Packet



SUMMARY OF PROPOSAL PACKET

- RFP Cover Page
Attachment B
- Proposer's Company Information, References and Subcontractors
Attachment C
- Transmittal Letter
- Owner/Responsible Project Manager and Core Team
- Proposer's Company Work Process Information
Attachment D
- RFP Exceptions
Attachment E
- Proposer Price Proposal
Attachment F
- On or before February 17, 2021 4:00 PM PST, completed Proposal Packet scanned and e-mailed to: JPA Administrator Clerk at molmos@tricitymhs.org

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2021-0101**

ATTACHMENT B

RFP COVER PAGE

Name of Person, Business or Organization:	Priority Building Services, LLC
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corporation, Non-Profit, Public)	Corporation
Federal Tax ID Number:	954-4796215
Contact Person – Name	Suzie DeLong
Contact Person – Address	521 Mercury Lane Brea, CA 92821
Contact Person – Phone Number (s)	714-255-2940 Ext 1006
Contact Person – e-mail address	suzie@priorityservices.net

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

Suzie DeLong ~ Regional Sales Manager

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Suzie DeLong
2021.02.16 14:40:14 -08'00'

DATE

2-17-2021

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2021-0101**

ATTACHMENT C

PROPOSER'S COMPANY INFORMATION, REFERENCES AND SUBCONTRACTORS

Company Name: Priority Building Services, LLC	Address: 521 Mercury Lane Brea, CA 92821
Owner, Principal Officer: Simon Rocha	Headquarters Location/Date of Establishment: 521 Mercury Lane, Brea, CA 92821 Established April 2000
Email: simon@priorityservices.net	Website: www.priorityservices.net
Phone: 714-255-2940	Fax: 714-255-2952

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

N/A

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

If yes, please explain:

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**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
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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: NantKwest Contact Name: Janet Rodrigez
Contact e-mail: janet.rodriguez@nantquest.com Contact Phone: 310-367-9234
Scope of Work: daily janitorial cleaning, specialized sterile cleaning
day porters, extensive floor care,
Agreement Amount: 1.2 Million Agreement Start/End Date: 4-1-20 to Present

2. Company Name: RadNet Contact Name: Broc LaRouche
Contact e-mail: broc.larouche@rednet.com Contact Phone: 909-982-8638
Scope of Work: Detailed janitorial, floor care, carpet cleaning, pressure washing
Agreement Amount: 129,665.68 Agreement Start/End Date: 2-2013 to Present

3. Company Name: Alzheimer's Orange County Contact Name: Brent Deines
Contact e-mail: brent.deines@alzoc.org Contact Phone: 949-757-3728
Scope of Work: daily janitorial, carpet cleaning, floor care, window washing
Agreement Amount: 149,160.00 Agreement Start/End Date: 1-2016 to Present

Subcontractors to be utilized, if applicable: N/A

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."

NONE

Transmittal Letter

Priority Building Services, LLC is a quality conscious, customer driven company with an on-going commitment to professional and customized service. We provide custodial service to facilities in the commercial, industrial, manufacturing, corporate headquarters, educational, and life science markets (to mention a few) throughout Southern California, Arizona, and Nevada.

With our office centrally located in Southern California, we are able to conveniently serve our growing family of satisfied customers. Priority Building Services, LLC primary goal is to achieve a long-term relationship with our customers by being one of the best equipped janitorial companies to design, implement, and supervise all of our job sites.

We at Priority Building Services, LLC believe that our clients, current and prospective, deserve our strongest commitment to provide them with the highest quality of service. We are committed to provide our customers with service that meet or exceed their expectations of quality at a competitive cost savings. By providing the highest quality of services we are able to successfully develop long-term relationships with our customers. As competitive as this industry is, consistent growth can only be achieved by recognizing that our employees are our greatest assets.

We attribute our continued success to the ongoing development and retention of quality, professional management. This aspect sets us apart from our competition. All of our managers are trained and developed internally and through our growth they have excellent opportunities for advancement. With a solid reputation for dependability and quality service, our management team believes that for continuous growth in an extremely competitive industry, we must serve our customers by understanding their needs and becoming their prime source for any and all services that we offer.

We at Priority Building Services, LLC, we are very proud of our supervisors as they are the key to the success in the performance of our operations. Their skills in employee training and motivation, along with the on-site inspections of our customer's facilities ensure that the highest level of service is provided, and all of our customer's expectations are met.

Priority Building Services, LLC complies fully with health and safety regulations wherever we operate, emphasizing collaboration among employees and management. Our employees' safety is a top priority and employees are provided ongoing health and safety training based on their job function.

Priority Building Services, LLC provides exceptional training for its employees. It begins with an initial session and continues with monthly training to comply with all OSHA SB198 requirements, the CDC and our own policies that exceed our completion. All training is provided by our skilled supervisory staff and reviewed by our Safety Coordinator and Management.

Priority Building Services, LLC initiates a proactive quality control plan with onsite visits from our management and supervisory staff. The visits will be announced as well as unannounced (where permitted). Priority Building Services, LLC provides a lead person at each location where there are two (2) or more employees.

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

The team in charge of Tri City Mental Health Services Authority is:

Management-

Eddie Rocha, Laurie Bizarro, Renaldo De Nigro each with over 10 years experience in management.

Supervisor-

Sergio Castillo with 12 years experience in janitorial, floor care and supervisory position.

Janitorial Staff –

Our employees will be the same crews at each location, they are well trained to perform the services listed for the janitorial, floor care, power washing and window washing.

We have floor specialists that perform the floor care.

Seperate crews for window washing.

(as requested to quote Indian Hill location instead of power washing)

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2021-0101**

ATTACHMENT D

PROPOSER COMPANY WORK PROCESS INFORMATION

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

1) Describe your company' experience relevant to the Scope of Services requested by this RFP:

Priority Building Services has multiple accounts w/multiple bldgs & relevant scope of work. We have medical experience & office bldgs with over a million sq ft of cleanable. We are certified with CIMS & have CIM-GB certification. Our management, supervision, training and 24 hour response programs assure your facility will stay in top notch condition when it comes to cleanliness.

2) Describe your Staffing Plan for providing Janitorial Services at the various TCMHA Facilities.

Provide a weekly staffing schedule which shows how you will cover all shifts and locations.

We will follow the schedule of services provided by THMHA. Each bldg will have their same cleaning crews to cover set shifts for all locations. See hours for cleaning...

2001 N Garey- 2.5 hrs each night /M-F

2008 N Garey- 4.25 hrs each night /M-F

1403 N Garey- 2.5 hrs each night /M-F

1900 Royalty- 4.5 hrs each night /M-F

1717 Indian Hill- 1 hr each night /M-F

**This does not include the additional services listed in the RFP. That is additional time.

3) Indicate what the timeframes are for you to be able to mobilize upon contract award:

We can perform the contracted services five business days from the signature of the contract awarded. We will accommodate the scope of work and hours of service listed in the RFP.

4) Explain how your staff is trained to disinfect areas and any other relevant trainings.

We provide exceptional ongoing training for the proper use of equipment, labeling of cleaning products, cleaning technics, application & handling of cleaning products. Correct use of MSDS information, work & safety procedures, compliant with the CDC & Cal-Osha SB198. Correct lifting technics, suitable dress code, masks, work & safety emergency procedures. All of our products are disinfecting from our glass cleaner to our floor solutions. Mr Clean professional floor cleaner, Spic & Span all purpose spray cleaner-epa approved disinfectant, and comet are just some of our products

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TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
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5) Please provide the number of janitorial staff that are related:
We will have one to two employees depending on the square footage at
each site to complete the scope of work for the 5 buildings.

6) If janitorial staff is related, will the Quality Control Specialist be related? If so, how?
Janitorial staff nor the quality control specialist are related.

7) Describe your Quality Control Plan, include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with TCMHA, and control of performance.

We have on site inspections announced and unannounced (where permitted)
A lead person at each location to supervise and each account is
assigned a proactive, qualified and trained Q.C. representative. We have
a 24 hour response line.

*Attached is our Quality Control Audit Sheet for your review

8) List additional information. Identify any additional skills, experiences, qualifications, and/or other relevant information about your qualifications

Additional Skills- Parking lot sweeping, landscaping, duct cleaning, cubical cleaning
20 years of experienced cleaning, 24 hour response center, current
letters of recommendation, qualified references backing us.

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2021-0101**

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. 2021-0101**

ATTACHMENT F

PROPOSER PRICE PROPOSAL

To ensure consistency and for proper analysis, pricing submission should follow the format below. Proposers are to list price for square foot rates and the supplies cost for each location listed in this Attachment F. Any deviation from the format of the form or other personnel types added to this form by the Proposer will not be considered or evaluated by Tri-City Mental Health Authority. The rates shall include any required overhead, holiday or internal administrative services. Prevailing wage does not apply to security janitorial services (Section 1771, 8 Cal Regs §16000).

CLEANING SERVICES				LOCATION: 2001 N. Garey Avenue in Pomona				
Service Dates	Square Footage	Price Per Square Footage	Estimated Supplies Cost (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				Year 1 Total	Year 2 Total	Year 3 Total	Year 4	Year 5
Monday through Friday	8,875	.146	\$97.50	\$17,055.	\$17,874.	\$17,874.	\$17,874.	\$17,874.
ADDITIONAL SERVICES								
Description	Price Per Square Footage	Occurrence per Year	Year 1 Total	Year 2 Total	Year 3 Total	Optional 2-Year Contract Extension		
						Year 4	Year 5	
No VCT								
Floor Waxing and Polish	.10	1	N/A	N/A	N/A	N/A	N/A	N/A
Carpet Shampooing	.06	2	\$553.	\$552.	\$552.	\$552.	\$552.	\$552.
Exterior Power Washing	.18	1	\$36.	\$36.	\$36.	\$36.	\$36.	\$36.
TOTAL (the sum of Additional Services only)			\$589.	\$589.	\$589.	\$589.	\$589.	\$589.
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)			\$17,644.	\$18,463.	\$18,463.	\$18,463.	\$18,463.	\$18,463.

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2021-0101**

CLEANING SERVICES				LOCATION: 2008 N. Garey Avenue in Pomona				
Service Dates	Square Footage	Price Per Square Footage	Estimated Supplies Cost (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				Year 1 Total	Year 2 Total	Year 3 Total	Year 4	Year 5
Monday through Friday	15,595	.14	\$337.50	\$31,059.	\$32,454.	\$32,454.	\$32,454.	\$32,454.
ADDITIONAL SERVICES								
Description	Price Per Square Footage	Occurrence per Year	Year 1 Total	Year 2 Total	Year 3 Total	Optional 2-Year Contract Extension		
						Year 4	Year 5	
Floor Waxing and Polish	.10	1	\$490.	\$490.	\$490.	\$490.	\$490.	
Carpet Shampooing	.06	2	\$1,283.	\$1,283.	\$1,283.	\$1,283.	\$1,283.	
Exterior Power Washing	.18	1	\$360.	\$360.	\$360.	\$360.	\$360.	
TOTAL (the sum of Additional Services only)			\$2,183.	\$2,183.	\$2,183.	\$2,183.	\$2,183.	
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)			\$33,242.	\$34,637.	\$34,637.	\$34,637.	\$34,637.	



**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2021-0101**

CLEANING SERVICES				LOCATION: 1403 N. Garey Avenue in Pomona (Front Building)				
Service Dates	Square Footage	Price Per Square Footage	Estimated Supplies Cost (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				Year 1 Total	Year 2 Total	Year 3 Total	Year 4	Year 5
Monday through Friday	4,809	.135	\$56.25	\$8613.	\$9027.	\$9027.	\$9027.	\$9027.
ADDITIONAL SERVICES								
Description	Price Per Square Footage	Occurrence per Year	Year 1 Total	Year 2 Total	Year 3 Total	Optional 2-Year Contract Extension		
						Year 4	Year 5	
Floor Waxing and Polish	.10	1	\$35.	\$35.	\$35.	\$35.	\$35.	
Carpet Shampooing	.06	2	\$482.	\$482.	\$482.	\$482.	\$482.	
Exterior Power Washing	.18	1	\$43.	\$43.	\$43.	\$43.	\$43.	
TOTAL (the sum of Additional Services only)			\$560.	\$560.	\$560.	\$560.	\$560.	
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)			\$9173.	\$9587.	\$9587.	\$9587.	\$9587.	

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2021-0101**

CLEANING SERVICES				LOCATION: 1403 N. Garey Avenue in Pomona (Back Building)				
Service Dates	Square Footage	Price Per Square Footage	Estimated Supplies Cost (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				Year 1 Total	Year 2 Total	Year 3 Total	Year 4	Year 5
Monday through Friday	3,012	.17	\$22.50	\$6621.	\$6954.	\$6954.	\$6954.	\$6954.
ADDITIONAL SERVICES								
Description	Price Per Square Footage	Occurrence per Year	Year 1 Total	Year 2 Total	Year 3 Total	Optional 2-Year Contract Extension		
						Year 4	Year 5	
Floor Waxing and Polish	.10	1	\$20.	\$20.	\$20.	\$20.	\$20.	
Carpet Shampooing	.06	2	\$302.	\$302.	\$302.	\$302.	\$302.	
Exterior Power Washing	.18	1	\$27.	\$27.	\$27.	\$27.	\$27.	
TOTAL (the sum of Additional Services only)			\$349.	\$349.	\$349.	\$349.	\$349.	
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)			\$6970.	\$7303.	\$7303.	\$7303.	\$7303.	



**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2021-0101**

CLEANING SERVICES				LOCATION: 1900 Royalty Dr. (Suites 160, 170, 180, 205, 280, 290) in Pomona				
Service Dates	Square Footage	Price Per Square Footage	Estimated Supplies Cost (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				Year 1 Total	Year 2 Total	Year 3 Total	Year 4	Year 5
Monday through Friday	16,609	.14	\$232.50	\$31,386	\$32,862.	\$32,862.	\$32,862	\$32,862.
ADDITIONAL SERVICES								
Description	Price Per Square Footage	Occurrence per Year	Year 1 Total	Year 2 Total	Year 3 Total	Optional 2-Year Contract Extension		
						Year 4	Year 5	
Floor Waxing and Polish	.10	1	\$183.	\$183.	\$183.	\$183.	\$183.	
Carpet Shampooing	.06	2	\$1071.	\$1071.	\$1071.	\$1071.	\$1071.	
Exterior Power Washing	.18	1	\$69.	\$69.	\$69.	\$69.	\$69.	
TOTAL (the sum of Additional Services only)			\$1323.	\$1323.	\$1322.	\$1323.	\$1323.	
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)			\$32,709.	\$34,185.	\$34,185.	\$34,185.	\$34,185.	



**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2021-0101**

CLEANING SERVICES				LOCATION: 1717 N. Indian Hill Boulevard, Suite B, in Claremont				
Service Dates	Square Footage	Price Per Square Footage	Estimated Supplies Cost (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				Year 1 Total	Year 2 Total	Year 3 Total	Year 4	Year 5
Monday, Wednesday & Friday	4,000	.117	45.	\$6255.	\$6552.	\$6552.	\$6552.	\$6552.
ADDITIONAL SERVICES								
Description	Price Per Square Footage	Occurrence per Year	Year 1 Total	Year 2 Total	Year 3 Total	Optional Contract Extension		
						Year 4	Year 5	
Floor Waxing and Polish	.10	1	\$64.	\$64.	\$64.	\$64.	\$64.	
Carpet Shampooing	.06	2	\$394.	\$394.	\$394.	\$394.	\$394.	
Exterior Power Washing	N/A	1	N/A	N/A	N/A	N/A	N/A	
TOTAL (the sum of Additional Services only)			\$458.	\$458.	\$458.	\$458.	\$458.	
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)			\$6713.	\$7010.	\$7010.	\$7010.	\$7010.	

Suzie DeLong
2021.02.16 14:39:13 -08'00'

Signature of Authorized Representative

Suzie DeLong- Regional Sales Manager

Printed Name & Title of Authorized Representative

2-17-2021

Date

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2021-0101

PRODUCT SPECIFICATIONS AND REQUIREMENTS

ITEM #	MANUFACTURER	BRAND NAME	PRODUCT DESCRIPTION	PRODUCT SPECIFICATION	
				INTENDED USE	ENVIRONMENTALLY FRIENDLY OR TRADITIONAL
	<u>MULTI FOLD TOWELS</u>				
	Scott Bleached	Multifold Towels	(Bleached, 4,000 per case)		E.F
	Greenline White	Multifold Towels	(Bleached, 4,000 per case)		E.F
	Ambiente	Multifold Towels	(Bleached, 4,000 per case)		E.F
	GP C-Fold	Towels	(Bleached, 2200 per case)		E.F
	<u>ROLL TOWELS</u>				
	Win 1190	Bleached Roll Towel	(2-ply, 12 rolls of 600' 7200' per case)		E.F
	GP Enmotion	10" Roll Towel	Bleached (800 feet/roll, 6 rolls/ cs)		E.F
	Optima White	Perforated Kitchen Roll Towel	(85 sheets/rl, 30 rolls/		E.F
	<u>TOILET TISSUE</u>				
	Scott Toilet Tissue	(2-ply, 80 rolls per case,	506 sheets per roll)		E.F
	Ambiente Premium Toilet Tissue	(2-ply, 96 rolls per case,	500 sheets per roll)		E.F
	Renown JR Jumbo Tissue	(2-ply, 12 roll per case,	1000' per roll)		E.F
	<u>HAND SOAP</u>				
	Crystal Clear	Hand Soap	(4 gallons per case)		E.F
	Pink Luster	Soap	(4 gallons per case)		E.F
	Lan-O-Tone	Pink Hand Soap	(4 gallons per case)		E.F
	Fresh Hands	Antimicrobial Foam Soap	(4 gallons per case)		E.F
	Almond Skin Cleanser	Hand Soap	800ml		E.F



**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2021-0101**

PRODUCT SPECIFICATIONS AND REQUIREMENTS

ITEM #	MANUFACTURER	BRAND NAME	PRODUCT DESCRIPTION	PRODUCT SPECIFICATION	
				INTENDED USE	ENVIRONMENTALLY FRIENDLY OR TRADITIONAL
	<u>TRASH CAN LINERS</u>				
	Plastic Liners	24" (1,000 per case)			E.F
	Plastic Liners	37" (500 per case)			E.F
	Plastic Liners	48" (25 per case)			E.F
	<u>MISCELLANEOUS</u>				
	Seat Covers (5,000 per case)				E.F
	Playtex Tampons (500 per case)				E.F
	Stayfree #4 Sanitary Napkins (250 per case)				E.F
	Urinal Screens with Block (12 per case)				E.F



EXHIBIT C



CONTRACTOR'S ATTESTATION THAT NEITHER IT NOR ANY OF ITS STAFF MEMBERS ARE RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM

PRIORITY BUILDING SERVICES, LLC

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.

Simon Rocha, 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



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

REQUEST FOR PROPOSALS

FOR

JANITORIAL SERVICES

NO. 2021-0101

January 14, 2021

ATTACHMENT 11-C

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 February 17, 2021, 4:00 PM PST, completed Proposal Packet scanned and e-mailed to: JPA Administrator Clerk at molmos@tricitymhs.org

OR Hard Copy, sealed and delivered via mail, overnight, or in person (Mondays only)
to:

Tri-City Mental Health Authority
1717 N. Indian Hill Blvd, Suite B
Claremont, CA 91711
Attn: JPA Administrator/Clerk
"SEALED PROPOSAL FOR JANITORIAL 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 March 17, 2021 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.

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**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2021-0101**

I. INTRODUCTION

Tri-City Mental Health Authority (TCMHA) is requesting proposals for Janitorial Services for five (5) Tri-City Mental Health Authority locations listed herein, for three years beginning April 1, 2021 and ending March 31, 2024, 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. 2021-0101, 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. 2021-0101

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 SERVICES

The successful contractor shall furnish all cleaning supplies, materials, and equipment necessary for the performance of the work specified. Custodial services include nightly cleaning and keeping facilities sanitized and clear of debris to maintain a safe and clean environment for TCMHA employees, clients and guests. The identified facilities requiring custodial services consist mostly of general office space, including restrooms, lunchrooms, conference rooms, kitchen facilities, hallways, community rooms, and exterior space. Contractor is responsible for on-site inspections of all facilities and shall provide sufficient personnel required to satisfactorily accomplish stated tasks. Janitorial services shall be provided at the following TCMHA locations:

1. 2001 N. Garey Avenue, Pomona, CA 91767 – MHSA Building
2. 2008 N. Garey Avenue, Pomona, CA 91767 – Adult Outpatient Clinic and TCG
3. 1403 N. Garey Avenue, Pomona, CA 91767 – Wellness Center
4. 1900 Royalty Drive, Suites 160, 170, 180, 205, 280, & 290, Pomona, CA 91767
5. 1717 N. Indian Hill Boulevard, Claremont, CA 91711 – Administration Office

All work is to be performed according to industry standards, according to the material manufacturers' recommendations and to the satisfaction of Tri-City Mental Health Authority. The work shall include, but is not limited to the tasks listed in ***Attachment A***.

IV. RFP AND TIMELINE

A. RFP Schedule

- Request for Proposal (RFP) Issued: **January 14, 2021**
- Voluntary Pre-Proposal Meeting (Project Site Tour): **February 1, 2021**
- Written Questions Deadline: **February 5, 2021**
- Response to Written Questions/RFP Addendum Posted: **February 10, 2021**
- **Proposals Deadline: February 17, 2021, 4:00 PM PST**
- Interviews: **March 3, 2021, time TBD**
- Anticipated Award of Contract: **March 17, 2021**
- Anticipated Commencement of work: **April 1, 2021**

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2021-0101

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. Voluntary Pre-Proposal Meeting/Site Visit (Project Tour). TCMHA is scheduling a voluntary pre-proposal meeting/site visit to give the opportunity to visit the facilities and discuss the requested janitorial services. Failure to inspect the sites will in no way relieve the successful contractor from performing any labor necessary for the satisfactory completion of the work. The site visit will be on February 1, 2021 and will begin at 2008 N. Garey Avenue, Pomona, CA 91767. Proposers interested in submitting a proposal must contact the RFP Contact Person to acknowledge attendance for the site visit. Please plan on three 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. Due to COVID-19 protocols and safety measures, all proposers shall wear a facemask during the walkthrough and physical distancing shall be maintained.

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 February 5, 2021 (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 February 10, 2021. 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 either on-site or via virtual format (Ring Central, Zoom).

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.

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2021-0101**

V. PROPOSAL REQUIREMENTS

A. TCMHA Contact During Proposal Process

During the proposal process, TCMHA contact shall be Alex Ramirez, Facilities Manager, 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 **4:00 p.m., Pacific Time, on February 17, 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 February 17, 2021. 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 JANITORIAL 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)

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.

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.

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
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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 specify the major components and the cost of square footage and supplies or materials as indicated on the tables provided, 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 attaching a fee and rate schedule describing all charges and hourly rates for services, if any.

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 Contractor's, 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.

The Proposals will be reviewed 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. Supplies Availability and Quality of cleaning supplies and paper products
5. Cost Proposal

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2021-0101

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 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.

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.

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
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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. Note that special endorsements are required for the Workers' Compensation insurance that may result in additional premium charges.

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.

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.

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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.

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.

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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.

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 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".

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

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ATTACHMENT A

SCOPE OF SERVICES

Contractor shall provide night janitor(s) at each identified facility after the facility’s normal hours of operation. Tri-City Mental Health Authority expects the facilities specified herein to be cleaned and maintained at a level of quality commensurate with the highest standards of professional janitorial services.

The successful contractor shall furnish all cleaning supplies, materials, and equipment necessary for the performance of the work specified. These supplies and materials shall be of quality acceptable to TCMHA. Contractor shall not use any material that TCMHA determines unsuitable for the purpose or harmful to the surface to which applied or to another part of the buildings, its content or equipment.

A. SERVICE AREAS:

Location	Temporary Service Dates*	Time	Square Footage
2001 N. Garey Avenue	Tuesday & Friday	Evenings	8,875
2008 N. Garey Avenue	Monday through Friday	Evenings	15,595
1403 N. Garey Avenue	Front Building Wednesday, Friday	Evenings	4,809
	Back Building Monday, Wednesday, Friday	Evenings	3,012
1900 Royalty Drive Suites: 160, 170, 180, 205, 280, 290	Tuesday & Friday	Evenings	16,609
1717 N. Indian Hill Blvd.	Tuesday & Friday	Evenings	4,000

*** Temporary dates due to the COVID-19 pandemic. Service dates will change back to five (5) nights a week when pandemic is over.**

B. SERVICE DAYS

1. For the purposes of this RFP, all bids shall be based on the normal operating schedule of Monday through Friday, 5 nights per week.
2. Invoicing shall then be prorated to reflect current pandemic schedule listed above. With written approval, service days may change.
3. Extra service costs shall be reflected in pricing schedule.

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C. PERSONNEL

1. Contractor's employees may not bring children, relatives, acquaintances or visitors onto Tri-City property at any time while performing services.
2. At least one (1) contractor employee on site at each facility, at all times must be able to read, speak and write in the English language.
3. All personnel, must wear respective company uniform and/or ID Badge at all times.
4. Ensure all his/her employees shall observe all rules and regulations when conducting businesses on TCMHA premises.
5. Contractor shall ensure that its staff is drug free. No alcohol or drug use shall be permitted on Tri-City property. Smoking will only be allowed in designated areas 50 ft. away from the building.
6. Contractor shall establish a primary and secondary contact person whom would be available for any custodial emergencies.
7. Upon award of the contract essential keys will be issued for all facilities listed, the contractor must sign for these keys.
8. If contractor loses any keys, they will be charged for replacements and any additional charges incurred.
9. Building alarm codes will be issued, the Contractor shall be responsible for deactivating and arming any alarm systems.
10. Contractor is responsible for following proper storage handling rules and regulations and adhering to all applicable codes related to material handling
11. Maintain an inventory of all cleaning chemicals, Safety Data Sheets (SDS) shall be kept on site and available for review upon request.

D. CLEANING SERVICES

1. Lobbies

a. Daily

- Sweep off all entrance areas and mop as needed
- Remove fingerprints, smudges and scuff marks from all entrance doorways, windows, and window sills
- Spot clean walls, doors, windows, light switches and other horizontal surfaces to remove all marks, smudges and fingerprints
- Pick up magazines and newspapers in the client reception areas and place back in the newspaper racks
- Pick up trash, cardboard boxes and other debris and dispose into receptacle provided
- Organize waiting room chairs so they are lined up
- Make sure the check-in countertops are dusted and disinfected especially the ones in the front desks
- Make sure elevator floors are cleaned every day and free of any litters. Disinfect all buttons and handrails

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- b. Weekly
 - High dust vents, blinds and window sills
- c. As Requested
 - Floors waxed and polished

2. Offices

- a. Daily
 - Vacuum or mop floors
 - Remove trash and replace liner
 - Dust desks, chairs and other furniture
 - Disinfect door handles and light switches
- b. Weekly
 - High dust vents, blinds and window sills
- c. As Requested
 - Spot Clean Stains: Removal of difficult stains

3. Hallways

- a. Daily
 - Vacuum or mop floors with a solution of water and disinfectant
 - Remove trash, cardboard boxes and other debris and dispose into receptacle provided
 - Disinfect door handles and light switches
- b. Weekly
 - High dust vents, blinds and window sills
 - Spot clean walls, doors and other horizontal surfaces to remove all marks, smudges and fingerprints
- c. As Requested
 - Spot Clean Stains: Removal of difficult stains

4. Conference Rooms

- a. Daily
 - Wipe down table and organize chairs
 - Vacuum or mop floors with a solution of water and disinfectant
 - Remove trash and replace liner
 - Disinfect door handles and light switches
 - Spot clean walls, doors and other horizontal surfaces to remove all marks, smudges and fingerprints
- b. Weekly
 - High dust vents, blinds and window sills
- c. As Requested
 - Spot Clean Stains: Removal of difficult stains

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5. Carpet Maintenance

- a. Daily
 - Spot clean minor stains
 - Report large stains to Facilities Coordinator
- b. As Requested
 - Spot Clean Stains: Removal of difficult stains.
 - Shampooing Offices/Conference Rooms and Hallways

6. Breakrooms

- a. Daily
 - Wipe down table(s), sink, faucet and organize chairs
 - Restock paper towels and refill soap dispenser (dish and hand soap). Notify Facilities staff of any supply shortages
 - Remove trash and replace liner
 - Mop floors with a solution of water and disinfectant
 - Wipe down microwaves inside and out
 - Empty and rinse out coffee pots – please ensure the machine is off
 - Disinfect door handles and light switches
- b. Weekly
 - High dust vents, blinds and window sills
 - Spot clean walls, doors and other horizontal surfaces to remove all marks, smudges and fingerprints
- c. As Requested
 - Spot Clean Stains: Removal of difficult stains

7. Restrooms

- a. Daily
 - Restock paper towels, toilet paper and refill soap dispenser
 - Remove trash and replace liner
 - Mop floors with a solution of water and disinfectant
 - Clean sinks and toilets with Soft Scrub to keep white
 - Remove any graffiti as needed
 - Wipe down faucets and mirrors. Dust walls as needed
 - Wipe and polish all chrome fixtures in bathrooms
 - Disinfect door handles and light switches
- b. Weekly
 - Wash full surface area of all stall partitions and doors with solution of water and disinfectant.
 - High dust air vents
- c. As Requested
 - Spot Clean Stains: Removal of difficult stains

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8. Exterior / Stairways / Breezeway

a. Daily

- Clean around entrance area and around building, clean area near dumpsters and make sure dumpsters are secure when done
- Pick up trash, cardboard boxes and other debris and dispose into receptacle provided
- Wipe fingerprints and smudges off glass surfaces including doors
- Remove any graffiti as needed
- Disinfect door handles

b. Weekly

- High dust light fixtures and signage

c. As Requested

- Power washing of floors

9. Before Leaving

a. Daily

- Remove all collected trash and place in dumpsters and lock dumpsters
- Clean and arrange all equipment in janitor closet
- Ensure that all Doctor's offices are locked
- Ensure that all exterior doors are closed and locked
- Turn off lights of all rooms cleaned
- Indicate in email of any items that need attention or supplies that need to be ordered
Please email Facilities for any items needed
- Alarm building

E. ADDITIONAL SERVICES

TCMHA reserves the right to add or delete services and facilities to the contract as may be required. Any other additional work shall be completed only after a written estimate has been submitted by the Contractor and has been approved by TCMHA.

F. SUPPLIES AND MATERIALS

1. Each contractor shall submit, as part of their returned proposal, a list giving the name of the manufacturer, the brand name and intended use of the chemicals that they propose to use in the performance of the work. If requested, Contractor may need to provide samples of cleaning supplies and toiletries. (see Attachment F)
2. The successful contractor shall furnish two (2) copies of Safety Data Sheets (SDS). One (1) will be maintained at each facility where work is being performed and one (1) shall be given to the Facilities Coordinator.
3. Each contractor shall provide a complete breakdown of supplies for each building. Preferably, these products would be environmentally friendly.
4. The successful contractor shall provide supplies for each facility including, but not limited to:
 - a. Trash Liners
 - b. Bathroom tissue, white 2-ply rolls and 2-ply jumbo roll bathroom tissue
 - c. Toilet seat covers
 - d. Roll paper towels 2-ply perforated
 - e. Multi fold hand towels to fit appropriate dispensers

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- f. Soap (dish and hand)
- g. Sanitary bags
- h. Urinal screens
- i. Odor control supplies
- j. Cleaning and disinfecting supplies
- k. Microfiber cloth towels

G. RIGHT TO KNOW ACT (ACT 80 OF 1986)

1. The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances at the workplace. To comply with this act, it is necessary that you fulfill the following:
 - a. Labels on all incoming containers of hazardous chemicals must (1) clearly state the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer, or other responsible party.

H. STORAGE SPACE

1. TMHA shall furnish space for the purpose of storing Contractor's equipment and supplies in all facilities. Keys for storage space shall be provided to Contractor by TCMHA. Storage space must be maintained in a neat and orderly manner. Contractor is responsible for following proper storage handling rules and regulations and adhering to all applicable codes related to material handling.
2. Equipment owned by the Contractor shall be clearly identified and safely stored.
3. Current Safety Data Sheets must be available in all chemical storage areas.

I. EQUIPMENT

1. All necessary cleaning equipment for additional services, including power driven floor scrubbing machines, waxing polishing machines, shall be furnished by the successful contractor as needed.
2. Equipment owned by the Contractor shall be clearly identified and safely stored.
3. Exception – TCMHA shall provide commercial grade vacuum cleaners for each location.

J. KEYS AND ALARM CODES

1. Upon award of the contract essential keys will be issued for all facilities listed. The contractor must sign for these keys. If contractor loses any keys, they will be charged for replacements and any additional charges incurred. The contractor must return all issued keys at the termination of the contract. **Keys are NOT to be reproduced or replicated under any circumstances.**
2. Key Fobs will be issued to staff assigned to the 2008 N. Garey Ave location.
3. Contractor will receive alarm codes to arm each location. Training on arming the building shall be provided by the Facilities Manager/Coordinator.

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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

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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 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]

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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."

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ATTACHMENT D

PROPOSER COMPANY WORK PROCESS INFORMATION

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

- 1) Describe your company' experience relevant to the Scope of Services requested by this RFP:

- 2) Describe your Staffing Plan for providing Janitorial Services at the various TCMHA Facilities. Provide a weekly staffing schedule which shows how you will cover all shifts and locations.

- 3) Indicate what the timeframes are for you to be able to mobilize upon contract award:

- 4) Explain how your staff is trained to disinfect areas and any other relevant trainings.

[Continued on Page 2]

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5) Please provide the number of janitorial staff that are related:

6) If janitorial staff is related, will the Quality Control Specialist be related? If so, how?

7) Describe your Quality Control Plan, include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with TCMHA, and control of performance.

8) List additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about your qualifications

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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

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ATTACHMENT F

PROPOSER PRICE PROPOSAL

To ensure consistency and for proper analysis, pricing submission should follow the format below. Proposers are to list price for square foot rates and the supplies cost for each location listed in this Attachment F. Any deviation from the format of the form or other personnel types added to this form by the Proposer will not be considered or evaluated by Tri-City Mental Health Authority. The rates shall include any required overhead, holiday or internal administrative services. Prevailing wage does not apply to security janitorial services (Section 1771, 8 Cal Regs §16000).

CLEANING SERVICES				LOCATION: 2001 N. Garey Avenue in Pomona				
Service Dates	<u>Square Footage</u>	<u>Price Per Square Footage</u>	<u>Estimated Supplies Cost (monthly)</u>	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				<u>Year 1 Total</u>	<u>Year 2 Total</u>	<u>Year 3 Total</u>	<u>Year 4</u>	<u>Year 5</u>
Monday through Friday	8,875							
ADDITIONAL SERVICES								
Description	<u>Price Per Square Footage</u>	<u>Occurrence per Year</u>	<u>Year 1 Total</u>	<u>Year 2 Total</u>	<u>Year 3 Total</u>	Optional 2-Year Contract Extension		
						<u>Year 4</u>	<u>Year 5</u>	
Floor Waxing and Polish		1						
Carpet Shampooing		2						
Exterior Power Washing		1						
TOTAL (the sum of Additional Services only)								
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)								

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CLEANING SERVICES				LOCATION: 2008 N. Garey Avenue in Pomona				
Service Dates	<u>Square Footage</u>	<u>Price Per Square Footage</u>	<u>Estimated Supplies Cost (monthly)</u>	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				<u>Year 1 Total</u>	<u>Year 2 Total</u>	<u>Year 3 Total</u>	<u>Year 4</u>	<u>Year 5</u>
Monday through Friday	15,595							
ADDITIONAL SERVICES								
Description	<u>Price Per Square Footage</u>	<u>Occurrence per Year</u>	<u>Year 1 Total</u>	<u>Year 2 Total</u>	<u>Year 3 Total</u>	Optional 2-Year Contract Extension		
						<u>Year 4</u>	<u>Year 5</u>	
Floor Waxing and Polish		1						
Carpet Shampooing		2						
Exterior Power Washing		1						
TOTAL (the sum of Additional Services only)								
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)								

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CLEANING SERVICES				LOCATION: 1403 N. Garey Avenue in Pomona (Front Building)				
Service Dates	<u>Square Footage</u>	<u>Price Per Square Footage</u>	<u>Estimated Supplies Cost (monthly)</u>	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				<u>Year 1 Total</u>	<u>Year 2 Total</u>	<u>Year 3 Total</u>	<u>Year 4</u>	<u>Year 5</u>
Monday through Friday	4,809							
ADDITIONAL SERVICES								
Description	<u>Price Per Square Footage</u>	<u>Occurrence per Year</u>	<u>Year 1 Total</u>	<u>Year 2 Total</u>	<u>Year 3 Total</u>	Optional 2-Year Contract Extension		
						<u>Year 4</u>	<u>Year 5</u>	
Floor Waxing and Polish		1						
Carpet Shampooing		2						
Exterior Power Washing		1						
TOTAL (the sum of Additional Services only)								
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)								

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
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CLEANING SERVICES				LOCATION: 1403 N. Garey Avenue in Pomona (Back Building)				
Service Dates	<u>Square Footage</u>	<u>Price Per Square Footage</u>	<u>Estimated Supplies Cost (monthly)</u>	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				<u>Year 1 Total</u>	<u>Year 2 Total</u>	<u>Year 3 Total</u>	<u>Year 4</u>	<u>Year 5</u>
Monday through Friday	3,012							
ADDITIONAL SERVICES								
Description	<u>Price Per Square Footage</u>	<u>Occurrence per Year</u>	<u>Year 1 Total</u>	<u>Year 2 Total</u>	<u>Year 3 Total</u>	Optional 2-Year Contract Extension		
						<u>Year 4</u>	<u>Year 5</u>	
Floor Waxing and Polish		1						
Carpet Shampooing		2						
Exterior Power Washing		1						
TOTAL (the sum of Additional Services only)								
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)								

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CLEANING SERVICES				LOCATION: 1900 Royalty Dr. (Suites 160, 170, 180, 205, 280, 290) in Pomona				
Service Dates	<u>Square Footage</u>	<u>Price Per Square Footage</u>	<u>Estimated Supplies Cost (monthly)</u>	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				<u>Year 1 Total</u>	<u>Year 2 Total</u>	<u>Year 3 Total</u>	<u>Year 4</u>	<u>Year 5</u>
Monday through Friday	16,609							
ADDITIONAL SERVICES								
Description	<u>Price Per Square Footage</u>	<u>Occurrence per Year</u>	<u>Year 1 Total</u>	<u>Year 2 Total</u>	<u>Year 3 Total</u>	Optional 2-Year Contract Extension		
						<u>Year 4</u>	<u>Year 5</u>	
Floor Waxing and Polish		1						
Carpet Shampooing		2						
Exterior Power Washing		1						
TOTAL (the sum of Additional Services only)								
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)								

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
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CLEANING SERVICES				LOCATION: 1717 N. Indian Hill Boulevard, Suite B, in Claremont				
Service Dates	<u>Square Footage</u>	<u>Price Per Square Footage</u>	<u>Estimated Supplies Cost (monthly)</u>	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				<u>Year 1 Total</u>	<u>Year 2 Total</u>	<u>Year 3 Total</u>	<u>Year 4</u>	<u>Year 5</u>
Monday, Wednesday & Friday	4,000							
ADDITIONAL SERVICES								
Description	<u>Price Per Square Footage</u>	<u>Occurrence per Year</u>	<u>Year 1 Total</u>	<u>Year 2 Total</u>	<u>Year 3 Total</u>	<u>Optional Contract Extension</u>		
						<u>Year 4</u>	<u>Year 5</u>	
Floor Waxing and Polish		1						
Carpet Shampooing		2						
Exterior Power Washing		1						
TOTAL (the sum of Additional Services only)								
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)								

Signature of Authorized Representative

Printed Name & Title of Authorized Representative

Date

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
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PRODUCT SPECIFICATIONS AND REQUIREMENTS

ITEM #	MANUFACTURER	BRAND NAME	PRODUCT DESCRIPTION	PRODUCT SPECIFICATION	
				INTENDED USE	ENVIRONMENTALLY FRIENDLY OR TRADITIONAL

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-1201**

ATTACHMENT G

SAMPLE AGREEMENT



INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN THE

TRI-CITY MENTAL HEALTH AUTHORITY

AND

DATED

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. Neglect or Refusal to Comply 3
 - b. Breach. 3
 - c. Non-payment. 3
 - d. Effect of Termination. 3
- 9. Compensation. 3
- 10. Licenses. 4
- 11. California Labor Law Requirements. 4
- 12. Proprietary 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
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- 16. Exhibits. 7
- 17. Entire Agreement. 7
- 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 “TCMHA” 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 janitorial 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 Janitorial 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 Janitorial 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, Contractor shall provide Janitorial 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 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. 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. 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 janitorial services required by this Agreement at the agreed upon locations, at any time required and appropriate, and within the manner outlined in 'Exhibit A'.

7. TERMS

The services and/or materials furnished under this Agreement shall commence February 01, 2021 and shall be and remain in full force and effect until amended or terminated at the end of Year-Three on March 31, 2024, with an option to extend for two additional years through March 31, 2026; 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 Janitorial 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 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 as stated in 'Exhibit B'.

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 with an additional insured endorsement and a waiver of subrogation endorsement naming Tri-City Mental Health Authority.

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. Notice Of Cancellation: Tri-City requires ten (10) days written notice of cancellation.

v. 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.

vi. 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. 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. 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:

Name
Address
City
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
FEBRUARY 17, 2021 AT 4:00 P.M.

Project Name:		RFP NO. 2021-0101 – JANITORIAL SERVICES			
Address:		1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711			
CONTRACTOR INFORMATION					
Co. Name:	Pure Facility Solutions	Rep:	Nick Ellerbeck		
Address:	17560 Rowland Street CITY OF INDUSTRY, CA 91749	Email:	Nick.B.Ellerbeck@purefsi.com		
		Phone:	(951) 449-9828		
PROPOSAL					
Location	3-Year Contract			Optional 2-Year Extension	
2001 N Garey Ave	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 19,945.05	\$ 19,945.05	\$ 19,945.05	\$ 20,374.24	\$ 20,374.24
Subtotal Years 1-3	\$ 59,835.15			Subtotal Yrs 4-5	\$ 40,748.48
2008 N Garey Ave	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 23,754.41	\$ 23,754.41	\$ 23,754.41	\$ 30,377.67	\$ 30,377.67
Subtotal Years 1-3	\$ 71,263.23			Subtotal Yrs 4-5	\$ 60,755.34
1403 N Garey (Front Building)	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 11,492.14	\$ 11,492.14	\$ 11,492.14	\$ 11,728.16	\$ 11,728.16
Subtotal Years 1-3	\$ 34,476.42			Subtotal Yrs 4-5	\$ 23,456.32
1403 N Garey (Back Building)	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 10,668.58	\$ 10,668.58	\$ 10,668.58	\$ 10,883.20	\$ 10,883.20
Subtotal Years 1-3	\$ 32,005.74			Subtotal Yrs 4-5	\$ 21,766.40
1900 Royalty Drive	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 49,475.09	\$ 49,475.09	\$ 49,475.09	\$ 50,924.06	\$ 50,924.06
Subtotal Years 1-3	\$ 148,425.27			Subtotal Yrs 4-5	\$ 101,848.12
1717 N. Indian Hill	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 10,702.96	\$ 10,702.96	\$ 10,702.96	\$ 10,917.52	\$ 10,917.52
Subtotal Years 1-3	\$ 32,108.88			Subtotal Yrs 4-5	\$ 21,835.04
Agency-wide *	Year 1	Year 2	Year 3	Year 4	Year 5
Total:	\$ 126,038.23	\$126,038.23	\$ 126,038.23	\$ 135,204.85	\$ 135,204.85
Agency-wide Total Years 1-3: \$		378,114.69	Agency-wide Total Years 4-5: \$		270,409.70
Agency-wide Total Years 1-5		\$	648,524.39		



BID OPENING
FEBRUARY 17, 2021 AT 4:00 P.M.

Project Name:		RFP NO. 2021-0101 – JANITORIAL SERVICES			
Address:		1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711			
CONTRACTOR INFORMATION					
Co. Name:	OpenWorks	Rep:	Sean Vosberg, Sr. Account Executive		
Address:	4300 Long Beach Blvd Ste 450	Email:	sean.vosberg@openworksweb.com		
	Long Beach, CA 90807	Phone:	(562) 912-3966		
PROPOSAL					
Location	3-Year Contract			Optional 2-Year Extension**	
2001 N Garey Ave	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 26,500.00	\$ 27,293.00	\$ 28,111.00	\$ 28,953.00	\$ 29,800.00
Subtotal Years 1-3	\$ 81,904.00			Subtotal Yrs 4-5	\$ 58,753.00
2008 N Garey Ave	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 42,536.00	\$ 43,853.00	\$ 45,167.00	\$ 46,522.00	\$ 47,198.00
Subtotal Years 1-3	\$ 131,556.00			Subtotal Yrs 4-5	\$ 93,720.00
1403 N Garey (Front Building)	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 19,056.00	\$ 19,633.00	\$ 20,220.00	\$ 20,824.00	\$ 21,918.00
Subtotal Years 1-3	\$ 58,909.00			Subtotal Yrs 4-5	\$ 42,742.00
1403 N Garey (Back Building)	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 11,795.00	\$ 12,149.00	\$ 12,512.00	\$ 12,707.00	\$ 13,086.00
Subtotal Years 1-3	\$ 36,456.00			Subtotal Yrs 4-5	\$ 25,793.00
1900 Royalty Drive	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 36,729.00	\$ 37,522.00	\$ 38,448.00	\$ 39,807.00	\$ 41,003.00
Subtotal Years 1-3	\$ 112,699.00			Subtotal Yrs 4-5	\$ 80,810.00
1717 N. Indian Hill *	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 2,986.00	\$ 3,075.00	\$ 3,116.00	\$ 3,261.00	\$ 3,359.00
Subtotal Years 1-3	\$ 9,177.00			Subtotal Yrs 4-5	\$ 6,620.00
Agency-wide	Year 1	Year 2	Year 3	Year 4	Year 5
Total:	\$ 139,602.00	\$143,525.00	\$ 147,574.00	\$ 152,074.00	\$ 156,364.00
Agency-wide Total Years 1-3: \$		430,701.00		Agency-wide Total Years 4-5:** \$ 308,438.00	
Agency-wide Total Years 1-5:		\$	739,139.00		



BID OPENING
FEBRUARY 17, 2021 AT 4:00 P.M.

Project Name:		RFP NO. 2021-0101 – JANITORIAL SERVICES			
Address:		1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711			
CONTRACTOR INFORMATION					
Co. Name:	Envirokleen USA	Rep:	Jim Flores, Owner		
Address:	2314 S. Vineyard Ave #A	Email:	JimF@Envirokleenusa.com		
	Ontario, CA 91761	Phone:	(909) 947-6611		
PROPOSAL*					
Location	3-Year Contract			Optional 2-Year Extension	
2001 N Garey Ave	Year 1	Year 2	Year 3	Year 4	Year 5
Subtotal Years 1-3	\$ -			Subtotal Yrs 4-5	\$ -
2008 N Garey Ave	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 65,677.80	\$ 65,677.80	\$ 68,961.50	\$ 68,961.50	\$ 72,409.78
Subtotal Years 1-3	\$ 200,317.10			Subtotal Yrs 4-5	\$ 141,371.28
1403 N Garey** (Front Building)	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 19,407.00	\$ 19,407.00	\$ 20,377.35	\$ 20,377.35	\$ 21,396.22
Subtotal Years 1-3	\$ 59,191.35			Subtotal Yrs 4-5	\$ 41,773.57
1403 N Garey** (Back Building)	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 13,123.20	\$ 12,123.20	\$ 13,779.36	\$ 13,779.36	\$ 14,468.25
Subtotal Years 1-3	\$ 39,025.76			Subtotal Yrs 4-5	\$ 28,247.61
1900 Royalty Drive	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 68,650.08	\$ 68,050.08	\$ 72,082.50	\$ 72,082.50	\$ 75,686.72
Subtotal Years 1-3	\$ 208,782.66			Subtotal Yrs 4-5	\$ 147,769.22
1717 N. Indian Hill	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 25,050.00	\$ 25,050.00	\$ 26,302.50	\$ 26,302.50	\$ 27,617.63
Subtotal Years 1-3	\$ 76,402.50			Subtotal Yrs 4-5	\$ 53,920.13
Agency-wide	Year 1	Year 2	Year 3	Year 4	Year 5
Total:	\$ 191,908.08	\$190,308.08	\$ 201,503.21	\$ 201,503.21	\$ 211,578.60
Agency-wide Total Years 1-3: \$		583,719.37		Agency-wide Total Years 4-5: \$	413,081.81
Agency-wide Total Years 1-5:		\$	996,801.18		



BID OPENING
FEBRUARY 17, 2021 AT 4:00 P.M.

Project Name:		RFP NO. 2021-0101 – JANITORIAL SERVICES			
Address:		1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711			
CONTRACTOR INFORMATION					
Co. Name:	Priority Building Services	Rep:	Suzie DeLong, Regional Sales Manager		
Address:	521 Mercury Lane	Email:	suzie@priorityservices.net		
	Brea, CA 92821	Phone:	714-255-2940 Ext 1006		
PROPOSAL*					
Location	3-Year Contract			Optional 2-Year Extension	
2001 N Garey Ave	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 17,644.00	\$ 18,463.00	\$ 18,463.00	\$ 18,463.00	\$ 18,463.00
Subtotal Years 1-3	\$ 54,570.00			Subtotal Yrs 4-5	\$ 36,926.00
2008 N Garey Ave	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 33,242.00	\$ 34,637.00	\$ 34,637.00	\$ 34,637.00	\$ 34,637.00
Subtotal Years 1-3	\$ 102,516.00			Subtotal Yrs 4-5	\$ 69,274.00
1403 N Garey** (Front Building)	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 9,173.00	\$ 9,587.00	\$ 9,587.00	\$ 9,587.00	\$ 9,587.00
Subtotal Years 1-3	\$ 28,347.00			Subtotal Yrs 4-5	\$ 19,174.00
1403 N Garey** (Back Building)	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 6,970.00	\$ 7,303.00	\$ 7,303.00	\$ 7,303.00	\$ 7,303.00
Subtotal Years 1-3	\$ 21,576.00			Subtotal Yrs 4-5	\$ 14,606.00
1900 Royalty Drive	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 32,709.00	\$ 34,185.00	\$ 34,185.00	\$ 34,185.00	\$ 34,185.00
Subtotal Years 1-3	\$ 101,079.00			Subtotal Yrs 4-5	\$ 68,370.00
1717 N. Indian Hill	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 6,713.00	\$ 7,010.00	\$ 7,010.00	\$ 7,010.00	\$ 7,010.00
Subtotal Years 1-3	\$ 20,733.00			Subtotal Yrs 4-5	\$ 14,020.00
Agency-wide	Year 1	Year 2	Year 3	Year 4	Year 5
Total:	\$ 106,451.00	\$ 111,185.00	\$ 111,185.00	\$ 111,185.00	\$ 111,185.00
Agency-wide Total Years 1-3: \$		328,821.00		Agency-wide Total Years 4-5: \$ 222,370.00	
Agency-wide Total Years 1-5: \$		551,191.00			



BID OPENING
FEBRUARY 17, 2021 AT 4:00 P.M.

Project Name:	RFP NO. 2021-0101 – JANITORIAL SERVICES
Address:	1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711

CONTRACTOR INFORMATION

Co. Name:	SCD Services, LLC	Rep:	Seth Davis, Owner
Address:	1157 E. Hollyvale Street #16	Email:	seth.davis@synergycd.com
	Azusa, California 91702	Phone:	(626) 493-5173

PROPOSAL

Location	3-Year Contract			Optional 2-Year Extension	
	Year 1	Year 2	Year 3	Year 4	Year 5
2001 N Garey Ave	\$ 39,812.54	\$ 40,769.82	\$ 41,751.02	\$ 42,756.75	\$ 43,787.64
Subtotal Years 1-3	\$ 122,333.38			Subtotal Yrs 4-5	\$ 86,544.39
2008 N Garey Ave	\$ 94,847.33	\$ 97,039.96	\$ 99,287.10	\$ 101,590.43	\$ 103,951.23
Subtotal Years 1-3	\$ 291,174.39			Subtotal Yrs 4-5	\$ 205,541.66
1403 N Garey (Front Building)	\$ 48,128.16	\$ 49,273.90	\$ 50,448.18	\$ 51,651.72	\$ 52,885.25
Subtotal Years 1-3	\$ 147,850.24			Subtotal Yrs 4-5	\$ 104,536.97
1403 N Garey (Back Building)	\$ 25,442.64	\$ 26,018.71	\$ 26,609.08	\$ 27,214.12	\$ 27,834.18
Subtotal Years 1-3	\$ 78,070.43			Subtotal Yrs 4-5	\$ 55,048.30
1900 Royalty Drive	\$ 68,800.92	\$ 70,277.73	\$ 71,791.26	\$ 73,341.43	\$ 74,931.18
Subtotal Years 1-3	\$ 210,869.91			Subtotal Yrs 4-5	\$ 148,272.61
1717 N. Indian Hill	\$ 32,467.12	\$ 33,222.84	\$ 33,997.36	\$ 34,791.14	\$ 35,604.66
Subtotal Years 1-3	\$ 99,687.32			Subtotal Yrs 4-5	\$ 70,395.80
Agency-wide	Year 1	Year 2	Year 3	Year 4	Year 5
Total:	\$ 309,498.71	\$316,602.96	\$ 323,884.00	\$ 331,345.59	\$ 338,994.14
Agency-wide Total Years 1-3: \$ 949,985.67			Agency-wide Total Years 4-5: \$ 670,339.73		
Agency-wide Total Years 1-5: \$		1,620,325.40			



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

DATE: July 21, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Rimmi Hundal, Director of MHSA and Ethnic Services
Natalie Majors-Stewart, Chief Compliance Officer

SUBJECT: Consideration of Resolution No. 601 Authorizing the Executive Director to Execute a Performance Agreement with the California Department of Health Care Services (DHCS) for Mental Health Services Act (MHSA) Funds

Summary:

It is time for the Tri-City Mental Health Authority to renew its performance agreement with DHCS for the provision of MHSA services and programs. The new performance agreement is effective from July 1, 2021-June 30, 2024.

Background:

DHCS administers MHSA and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act. Counties and the two cities jurisdictions, Tri-City and City of Berkeley, must meet certain conditions and requirements to receive funding for these programs and command community mental health services.

In the Summer of 2019, while planning for its second round of Mental Health Services Act program audits for 2020, the California Department of Health Care Services (DHCS) became aware that they had not, to date, formally completed MHSA Performance Agreements with either TCMHA nor the City of Berkeley. Thus, to bring the two mental health authorities in the State (Tri-City Mental Health Authority and the City of Berkeley) in alignment with its Mental Health Services Act (MHSA) regulations, the California Department of Health Care Services (DHCS) formally established performance Agreements with these Authorities for the provision of MHSA services and programs. Following authorization by the Governing Board on March 18, 2020, Tri-City's initial performance agreement was executed and covered the period of July 1, 2018 to June 30, 2021.

This new performance Agreement, covering July 1, 2021 to June 30, 2024, was sent to Tri-City in late-June 2021. Therefore, the Executive Director requires authorization to act on behalf of Tri-City to enter into an Agreement with the DHCS and to commit Tri-City Mental Health Authority to abide by the statutes, regulations, and program instructions of

**Governing Board of Tri-City Mental Health Authority
Approval of Resolution No. 601 Authorizing the Executive Director to Execute a
Performance Agreement with the California Department of Health Care Services (DHCS)
for Mental Health Services Act (MHSA) Funds
July 21, 2021
Page 2**

MHSA for the terms of the Agreement. This Agreement will be in effect retroactively from July 1, 2021 through June 30, 2024.

Fiscal Impact:

None. The MHSA Performance Agreement is not in any way tied to the funds that are distributed by the State Controller's Office to the counties/cities on a monthly basis.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 601 authorizing the Executive Director to act on behalf of Tri-City to enter into, execute, complete and deliver any and all documents required or deemed necessary or appropriate to enter into an MHSA Performance Agreement with the California Department of Health Care Services

Attachments

Attachment 12-A: Resolution No. 601

Attachment 12-B: State of California –Department of General Services Standard Agreement

Attachment 12-C: Exhibit A – Program Specifications

Attachment 12-D: Exhibit B – Funds Provision

Attachment 12-E: Exhibit D – Information Confidentiality and Security Requirements

Attachment 12-F: Exhibit E – Privacy and Information Security Provisions

Attachment 12-G: Contractor Certification Clause

RESOLUTION NO. 601

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PERFORMANCE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS) FOR MENTAL HEALTH SERVICES ACT (MHSA) FUNDS

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 be in alignment with the California Department of Health Care Services (DHCS) Mental Health Services Act (MHSA) regulations and, to do so, it must formally accept entering into a Performance Agreement as required by Welfare and Institutions Code (Welf. & Inst. Code) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (Cal. Code Regs.), Title 9, section 3310.

B. The DHCS administers the Mental Health Services Act (MHSA), Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Block Grant (MHBG), and Crisis Counseling Assistance and Training Program (CCP) programs and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act.

2. Action

TCMHA’s Executive Director, or designee, is hereby authorized to act on behalf of Tri-City to enter into, execute, complete and deliver any and all documents required or deemed necessary or appropriate to establish a Performance Agreement with the California Department of Health Care Services for the provision of MHSA services and programs beginning July 1, 2021 through June 30, 2024.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on July 21, 2021, 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: _____

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-10129	PURCHASING AUTHORITY NUMBER (If Applicable)
------------------------------	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
Tri-City Mental Health Authority

2. The term of this Agreement is:

START DATE
July 1, 2021

THROUGH END DATE
June 30, 2024

3. The maximum amount of this Agreement is:
\$0.00 (Zero Dollars)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Program Specification (including Special Terms and Conditions)	24
Exhibit A, Attachment I	Request for Waiver	1
Exhibit B	Funds Provision	1
+ - Exhibit C *	General Terms and Conditions (GTC 04/2017)	
+ - Exhibit D	Information Confidentiality and Security Requirements	7
+ - Exhibit E	Privacy and Information Security Provisions (including Attachment A)	31

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Tri-City Mental Health Authority

CONTRACTOR BUSINESS ADDRESS 1717 N. Indian Hill Boulevard, Suite B	CITY Claremont	STATE CA	ZIP 91711
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PRINTED NAME OF PERSON SIGNING Antonette Navarro, LMFT	TITLE Executive Director
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
---------------------------------	-------------

SCO ID: 4260-2110129

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-10129	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

W&I Code §14703

Exhibit A
Program Specifications

1. Service Overview

The California Department of Health Care Services (hereafter referred to as DHCS or Department) administers the Mental Health Services Act, Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Block Grant (MHBG), Substance Abuse Treatment and Prevention Block Grant (SABG), and Crisis Counseling Assistance and Training Program (CCP) programs and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act. Contractor (hereafter referred to as County in this Exhibit) must meet certain conditions and requirements to receive funding for these programs and community mental health services.

This Agreement, which is County's performance contract, as required by Welfare and Institutions Code (Welf. & Inst. Code) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (Cal. Code Regs.), Title 9, section 3310, sets forth conditions and requirements that County must meet in order to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. County agrees to comply with all of the conditions and requirements described herein.

DHCS shall monitor this Agreement to ensure compliance with applicable federal and State law and applicable regulations. (Gov. Code, §§ 11180-11182; Welf. & Inst. Code, §§ 5614, 5717, subd. (b), 5651, subd. (b)(10) & 14124.2, subd. (a).)

2. Service Location

The services shall be performed at appropriate sites as described in this contract.

3. Service Hours

The services shall be provided during times required by this contract.

Exhibit A
Program Specifications

4. Project Representatives

A. The project representatives during the term of this Agreement will be:

Department of Health Care Service	Tri-City Mental Health Authority
Contract Manager: Ivan Bhardwaj Telephone: (916) 345-7483 Fax: (916) 440-7621 Email: Ivan.Bhardwaj@dhcs.ca.gov	Natalie Majors, Chief Compliance Officer Telephone: (909) 451-6422 Fax: (909) 623-4073 Email: nmajors@tricitymhs.org

B. Direct all inquiries to:

Department of Health Care Services	Tri-City Mental Health Authority
Behavioral Health – Community Services Division/Federal Grants Section Attention: DeAnn Harrison 1501 Capitol Avenue, MS 2624 P.O. Box Number 997413 Sacramento, CA, 95899-7413 Phone: (916) 345-8700 Email: DeAnn.Harrison@dhcs.ca.gov	Attention: Rimmi Hundal, Director of MHSA and Ethnic Studies 1717 N. Indian Hill Boulevard, Suite B Claremont, CA 91711 Phone: (909) 326-4626 Fax: (909) 326-4690 Email: rhundal@tricitymhs.org

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. General Requirements for Agreement

Welfare and Institutions Code section 5651, subdivision (b), provides specific assurances, which are listed below, that must be included in this Agreement. County shall:

- A. Comply with the expenditure requirements of Welfare and Institutions Code section 17608.05,
- B. Provide services to persons receiving involuntary treatment as required by Part 1 (commencing with section 5000) and Part 1.5 (commencing with section 5585) of Division 5 of the Welfare and Institutions Code,

Exhibit A**Program Specifications**

- C. Comply with all of the requirements necessary for Medi-Cal reimbursement for mental health treatment services and case management programs provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 (commencing with section 5700) of Division 5 of the Welfare and Institutions Code, and submit cost reports and other data to DHCS in the form and manner determined by the DHCS,
- D. Ensure that the Local Mental Health Advisory Board has reviewed and approved procedures ensuring citizen and professional involvement at all stages of the planning process pursuant to Welfare and Institutions Code section 5604.2,
- E. Comply with all provisions and requirements in law pertaining to patient rights,
- F. Comply with all requirements in federal law and regulation, and all agreements, certifications, assurances, and policy letters, pertaining to federally funded mental/behavioral health programs, including, but not limited to, the Projects for Assistance in Transition from Homelessness grant, Community Mental Health Services Block Grant, and Substance Abuse Prevention and Treatment Block Grant programs.
- G. Provide all data and information set forth in sections 5610 and 5664 of the Welfare and Institutions Code,
- H. If County elects to provide the services described in Chapter 2.5 (commencing with section 5670) of Division 5 of the Welfare and Institutions Code, comply with guidelines established for program initiatives outlined in this chapter, and
- I. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Mental Health Services Act.

6. Services Authority**A. The Mental Health Services Act Program****1) Program Description**

Proposition 63, which created the Mental Health Services Act (MHSA), was approved by the voters of California on November 2, 2004. The Mental Health Services (MHS) Fund, which provides funds to counties for the implementation of its MHSA programs, was established pursuant to Welfare and Institutions Code section 5890. The MHSA was designed to expand California's public mental health programs and services through

Exhibit A
Program Specifications

funding received by a one percent tax on personal incomes in excess of \$1 million. Counties use this funding for projects and programs for prevention and early intervention, community services and supports, workforce development and training, innovation, plus capital facilities and technological needs through mental health projects and programs. The State Controller distributes MHS Funds to the counties to plan for and provide mental health programs and other related activities outlined in a county's three-year program and expenditure plan or annual update. MHS Funds are distributed by the State Controller's Office to the counties on a monthly basis.

DHCS shall monitor County's use of MHS Funds to ensure that the County meets the MHSA and MHS Fund requirements. (Gov. Code §§ 11180-11182; Welf. & Inst. Code, §§ 5651, subd. (b)(10), 5897, subd. (d), & 14124.2, subd. (a).)

2) Issue Resolution Process

County shall have an Issue Resolution Process (Process) to handle client disputes related to the provision of their mental health services. The Process shall be completed in an expedient and appropriate manner. County shall develop a log to record issues submitted as part of the Process. The log shall contain the date the issue was received; a brief synopsis of the issue; the final issue resolution outcome; and the date the final issue resolution was reached.

3) Revenue and Expenditure Report

County shall submit its Revenue and Expenditure Report (RER) electronically to the Department and the Mental Health Services Oversight and Accountability Commission by January 31 following the close of the fiscal year in accordance with Welfare and Institutions Code sections 5705 and 5899, regulations, and DHCS-issued guidelines. The RER shall be certified by the County's Behavioral Health Director (also referred to as "mental health director"), using the DHCS-issued certification form (DHCS Form 1820). Data submitted shall be full and complete. If the RER does not meet the requirements, in accordance with the procedure in section 9 of this Agreement, DHCS may withhold payments from the MHS Fund until the County submits a complete RER. (Welf. & Inst. Code, §§ 5655; Cal. Code Regs., tit. 9, § 3510, subd. (a).)

4) Distribution and Use of Local Mental Health Services Funds:

- a. Welfare and Institutions Code section 5891, subdivision (c), provides that commencing July 1, 2012, on or before the 15th day of each

Exhibit A
Program Specifications

month, pursuant to a methodology provided by DHCS, the State Controller shall distribute to County's Local Mental Health Services Fund (MHS Fund) (established by County pursuant to Welfare and Institutions Code section 5892, subdivision (f)) all unexpended and unreserved funds on deposit as of the last day of the prior month in the Mental Health Services Fund for the provision of specified programs and other related activities.

- b. The expenditure for Prevention and Early Intervention (PEI) may be increased by County if DHCS determines that the increase will decrease the need and cost for additional services to severely mentally ill persons in County by an amount at least commensurate with the proposed increase. (Welf. & Inst. Code, § 5892, subd. (a)(4).)

Local MHS Fund money distributed to counties by the State Controller's Office includes funding for annual planning costs pursuant to Welfare and Institutions Code section 5848. The total of these costs shall not exceed five percent of the total annual revenues received for the Local MHS Fund. The planning costs shall include money for County's mental health programs to pay for the costs of having consumers, family members, and other stakeholders participate in the planning process, and for the planning and implementation required for private provider contracts to be expanded to provide additional services. (Welf. & Inst. Code, § 5892, subd. (c).)

- c. County shall use Local MHS Fund monies to pay for those portions of the mental health programs/services for children and adults for which there is no other source of funds available. (Welf. & Inst. Code, §§ 5813.5, subd. (b), 5878.3 subd. (a); Cal. Code Regs., tit. 9, § 3610, subd. (d).)
- d. County shall only use Local MHS Funds to expand mental health services. These funds shall not be used to supplant existing State or County funds utilized to provide mental health services. These funds shall only be used to pay for the programs authorized in Welfare and Institutions Code sections 5890 and 5892. These funds may not be used to pay for any other program and may not be loaned to County's general fund or any other County fund for any purpose. (Welf. & Inst. Code, § 5891, subd. (a).)
- e. All expenditures for County mental health programs shall be consistent with a currently approved three-year program and expenditure plan or

Exhibit A
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annual update pursuant to Welfare and Institutions Code section 5847. (Welf. & Inst. Code, §§ 5891, subd. (d), 5892, subd. (g).)

- 5) Three-Year Program and Expenditure Plan and Annual Updates:
- a. County shall prepare and submit a three-year program and expenditure plan, and annual updates, adopted by County's Board of Supervisors, to the Mental Health Services Oversight and Accountability Commission (MHSOAC) and DHCS within 30 calendar days after adoption. (Welf. & Inst. Code, § 5847, subd. (a).) The three-year program and expenditure plan and annual updates shall include all of the following:
 - i. A program for PEI in accordance with Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840). (Welf. & Inst. Code, § 5847, subd. (b)(1).)
 - ii. A program for services to children in accordance with Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), to include a wraparound program pursuant to Chapter 4 of Part 6 of Division 9 of the Welfare and Institutions Code (commencing with section 18250), or provide substantial evidence that it is not feasible to establish a wraparound program in the County. (Welf. & Inst. Code, § 5847, subd. (b)(2).)
 - iii. A program for services to adults and seniors in accordance with Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800). (Welf. & Inst. Code, § 5847, subd. (b)(3).)
 - iv. A program for innovation in accordance with Part 3.2 of Division 5 of the Welfare and Institutions Code (commencing with section 5830). (Welf. & Inst. Code, § 5847, subd. (b)(4).) Counties shall expend funds for their innovation programs upon approval by the Mental Health Services Oversight and Accountability Commission. (Welf. & Inst. Code, § 5830, subd. (e).)
 - v. A program for technological needs and capital facilities needed to provide services pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the

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Welfare and Institutions Code (commencing with section 5850). All plans for proposed facilities with restrictive settings shall demonstrate that the needs of the people to be served cannot be met in a less restrictive or more integrated setting. (Welf. & Inst. Code, § 5847, subd. (b)(5).)

- vi. Identification of shortages in personnel to provide services pursuant to the above programs and the additional assistance needed from the education and training programs established pursuant to Part 3.1 of Division 5 of the Welfare and Institutions Code (commencing with section 5820). (Welf. & Inst. Code, § 5847, subd. (b)(6); Cal. Code Regs., tit. 9, § 3830, subd. (b).)
 - vii. Establishment and maintenance of a prudent reserve to ensure the County program will continue to be able to serve children, adults, and seniors that it is currently serving pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), during years in which revenues for the Local MHS Fund are below recent averages adjusted by changes in the State population and the California Consumer Price Index. (Welf. & Inst. Code, § 5847, subd. (b)(7).)
 - viii. Certification by County's Behavioral Health Director, which ensures that County has complied with all pertinent regulations, laws, and statutes of the MHSA, including stakeholder participation and non-supplantation requirements. (Welf. & Inst. Code, § 5847, subd. (b)(8).)
 - ix. Certification by County's Behavioral Health Director and County's Auditor-Controller that the County has complied with any fiscal accountability requirements as directed by DHCS, and that all expenditures are consistent with the requirements of the MHSA pursuant to California Code of Regulations, Title 9, sections 3500 and 3505. (Welf. & Inst. Code, § 5847, subd. (b)(9).)
- b. County shall include services in the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, to address the needs of transition age youth between the ages of 16 and 25 years old,

Exhibit A
Program Specifications

including the needs of transition age foster youth. (Welf. & Inst. Code, § 5847, subd. (c).)

- c. County shall prepare expenditure plans for the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, and annual expenditure updates. Each expenditure plan and annual update shall indicate the number of children, adults, and seniors to be served, and the cost per person. The expenditure update shall also include utilization of unspent funds allocated in the previous year and the proposed expenditure for the same purpose. (Welf. & Inst. Code, § 5847, subd. (e).)
 - d. County's three-year program and expenditure plan and annual updates shall include reports on the achievement of performance outcomes for services provided pursuant to the Adult and Older Adult Mental Health System of Care Act, Prevention and Early Intervention, and the Children's Mental Health Services Act, which are funded by the Local MHS Fund and established jointly by DHCS and the MHSOAC, in collaboration with the County Behavioral Health Directors Association of California. (Welf. & Inst. Code, § 5848, subd. (c).) County contracts with providers shall include the performance goals from the County's three-year program and expenditure plan and annual updates that apply to each provider's programs and services.
 - e. County's three-year program and expenditure plan and annual update shall consider ways to provide services to adults and older adults that are similar to those established pursuant to the Mentally Ill Offender Crime Reduction Grant Program. Funds shall not be used to pay for persons incarcerated in State prison or parolees from State prisons. (Welf. & Inst. Code, § 5813.5, subd. (f).)
- 6) Planning Requirements and Stakeholder Involvement:
- a. County shall develop its three-year program and expenditure plan and annual update with local stakeholders, including adults and seniors with severe mental illness, families of children, adults, and seniors with severe mental illness, providers of services, law enforcement agencies, education, social services agencies, veterans, representatives from veterans organizations, providers of alcohol and drug services, health care organizations, and other important interests. Counties shall demonstrate a partnership with constituents and stakeholders throughout the process that includes meaningful stakeholder involvement on mental health policy, program planning, and implementation, monitoring, quality improvement, evaluation, and budget allocations. County shall prepare and circulate a draft plan and

Exhibit A
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update for review and comment for at least 30 calendar days to representatives of stakeholder interests and any interested party who has requested a copy of the draft plans. (Welf. & Inst. Code, § 5848, subd. (a); Cal. Code Regs., tit. 9, §§ 3300, 3310, 3315 & 3320.)

- b. County's mental health board, established pursuant to Welfare and Institutions Code section 5604, shall conduct a public hearing on the County's draft three-year program and expenditure plan and annual updates at the close of the 30 calendar day comment period. Each adopted three-year program and expenditure plan or annual update shall summarize and analyze substantive recommendations and describe substantive changes to the three-year program and expenditure plan and annual updates. The County's mental health board shall review the adopted three-year program and expenditure plan and annual updates and recommend revisions to the County's mental health department. (Welf. & Inst. Code, § 5848, subd. (b); Cal. Code Regs., tit. 9, § 3315.)
- c. The County shall provide for a Community Planning Process as the basis for developing the Three-Year Program and Expenditure Plans and updates. The County shall designate positions and or units responsible for the overall Community Program Planning Process; coordination and management of the Community Program Planning Process; ensuring stakeholders have the opportunity to participate; ensuring that stakeholders reflect the diversity of the demographics of the County; and providing outreach to clients and their family members. The Community Program Planning process shall, at a minimum, include involvement of clients and their family members in all aspects of the Process; participation of stakeholders; and training, as needed, to County staff and stakeholders, clients, and family members regarding the stakeholder process. (Cal. Code Regs., tit. 9, § 3300.)

Exhibit A
Program Specifications

- d. The County shall adopt the following standards in planning, implementing, and evaluating the programs and/or services provided with MHSA funds:
- i. Community Collaboration, as defined in California Code of Regulations, Title 9, section 3200.060
 - ii. Cultural Competence, as defined in section 3200.100;
 - iii. Client Driven, as defined in section 3200.050;
 - iv. Family Driven, as defined in section 3200.120;
 - v. Wellness, Recovery and Resilience focused; and
 - vi. Integrated Service Experiences for clients and their families, as defined in section 3200.190.

The planning, implementation and evaluation process includes, but is not limited to, the Community Program Planning Process; development of the Three-Year Program and Expenditure Plans and updates; and the manner in which the County delivers services and evaluates service delivery. (Cal. Code Regs., tit. 9, § 3320.)

7) County Requirements for Handling MHSA Funds

- a. County shall place all funds received from the State MHS Fund into a Local MHS Fund. The Local MHS Fund balance shall be invested consistent with other County funds and the interest earned on the investments shall be transferred into the Local MHS Fund. (Welf. & Inst. Code, § 5892, subd. (f).)
- b. When accounting for all receipts and expenditures of MHSA funds, County must adhere to uniform accounting standards and procedures that conform to the Generally Accepted Accounting Principles (GAAP), as prescribed by the State Controller in California Code of Regulations, Title 2, division 2, chapter 2, subchapter 1, Accounting Procedures for Counties, sections 901-949, and a manual, which is currently entitled "Accounting Standards and Procedures for Counties" and available at http://www.sco.ca.gov/pubs_guides.html, (Gov. Code, § 30200),

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except County shall report as spent the full cost of an asset purchased with Capital Facilities and Technological Needs funds.

- 8) Department Compliance Investigations:
- a. DHCS may investigate County's performance of the Mental Health Services Act related provisions of this Agreement and compliance with the provisions of the Mental Health Services Act, and relevant regulations. In conducting such an investigation, DHCS may inspect and copy books, records, papers, accounts, documents and any writing, as defined by Evidence Code section 250, that is pertinent or material to the investigation of the County. For purposes of this Paragraph, "provider" means any person or entity that provides services, goods, supplies or merchandise, which are directly or indirectly funded pursuant to MHSA. (Gov. Code, §§ 11180, 11181, & 11182; Welf. & Inst. Code, §§ 5651, subd. (b)(9), 5897, subd. (d), & 14124.2.)
- 9) County Breach, Plan of Correction and Withholding of State Mental Health Funds:
- a. If DHCS determines that County is out-of-compliance with the Mental Health Services Act related provisions of this Agreement, DHCS may request that County submit a plan of correction, including a specific timeline to correct the deficiencies, to DHCS. (Welf. & Inst. Code, § 5897, subd. (e).)
 - b. In accordance with Welfare and Institutions Code section 5655, if DHCS considers County to be substantially out-of-compliance with any provision of the Mental Health Services Act or relevant regulations, including all reporting requirements, other than timely submission of a complete Revenue and Expenditure Report, the director shall order County to appear at a hearing before the Director or the Director's designee to show cause why the Department should not take administrative action. County shall be given at least twenty (20) days' notice before the hearing.
 - c. If the Director determines that there is or has been a failure, in a substantial manner, on the part of County to comply with any provision of the Welfare and Institutions Code or its implementing regulations, and that administrative sanctions are necessary, the Department may

Exhibit A
Program Specifications

invoke any, or any combination of, the following sanctions per Welfare and Institutions Code section 5655:

- i. Withhold part or all State mental health funds from County.
- ii. Require County to enter into negotiations with DHCS to agree on a plan for County to address County's non-compliance.
- iii. Bring an action in mandamus or any other action in court as may be appropriate to compel compliance. Any action filed in accordance with the section shall be entitled to a preference in setting a date for hearing.

B. Bronzan-McCorquodale Act

1) Description

The Bronzan-McCorquodale Act realigned responsibility for administration of community mental health services, for the indigent population, to counties (Welf. & Inst. Code, § 5600) and provided a dedicated funding source. The County's primary goal in using the funds is to provide an array of treatment options to seriously emotionally disturbed children and adults who have a serious mental disorder, in every geographic area, to the extent resources are available to the County. (Welf. & Inst. Code, §§ 5600.3, 5600.35, 5600.4) The mission of California's mental health system shall be to enable persons experiencing severe and disabling mental illnesses and children with serious emotional disturbances to access services and programs that assist them, in a manner tailored to each individual, to better control their illness, to achieve their personal goals, and to develop skills and supports leading to their living the most constructive and satisfying lives possible in the least restrictive available settings. (Welf. & Inst. Code, § 5600.1)

2) County Obligations

County shall comply with all requirements in the Bronzan McCorquodale Act (Welf. & Inst. Code, § 5600 et. Seq.) and specifically, county shall comply with the following:

- a. County shall fund children's services pursuant to the requirements of Welfare and Institutions Code sections 5704.5 and 5704.6.
- b. County shall comply with reporting requirements developed by the Department. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(4))
- c. To the extent resources are available, County shall maintain the program principles and array of treatment options required under

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Welfare and Institutions Code sections 5600.2 to 5600.9, inclusive.
(Welf. & Inst. Code, § 5614, subd. (b)(5))

- d. County shall report data to the state required by the performance outcome systems for adults and children. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(6))

C. Lanterman-Petris-Short Act

1) Description

The Lanterman-Petris-Short (LPS) Act was enacted to end indefinite involuntary commitment of persons with mental health disorders and to provide prompt evaluation and treatment, to establish consistent personal rights standards, and to provide services in the least restrictive setting for individuals served under the Act. (Welf. & Inst. Code § 5001.) Pursuant to Welfare and Institutions Code section 5400, DHCS administers the LPS Act and may adopt standards as necessary.

2) Reporting and Data Submission Requirements

- a. The County shall maintain data on the number of persons admitted for 72-hour evaluation and treatment, 14-day and 30-day periods of intensive treatment, and 180-day post-certification intensive treatment, the number of persons transferred to mental health facilities pursuant to Section 4011.6 of the Penal Code, the number of persons for whom temporary conservatorships are established, and the number of persons for whom conservatorships are established in the County. (Welf. & Inst. Code § 5402, subds. (a)-(b).) Upon request from DHCS, the County shall provide the aforementioned data or other information, records, and reports, which DHCS deems necessary for the purposes of Welfare and Institutions Code section 5402. (*Id.* at subd. (b).)
- b. The County shall maintain data on the number of persons whose rights were denied under the LPS Act and the right or rights which were denied. Quarterly, the County shall provide DHCS with a report of the number of persons whose rights were denied under the LPS Act and shall identify the right or rights which were denied. (Welf. & Inst. Code § 5326.1.)

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- c. The County shall collect information and submit reports to DHCS as specified in Welfare and Institutions Code section 5326.15, subdivision (a).

3) Laura's Law

If the County operates an Assisted Outpatient Treatment Program pursuant to Welfare and Institution Code, Division 5, Part 1, Chapter 2, Article 9, (Laura's Law), it shall be required to comply with all applicable statutes including, but not limited to, Welfare and Institutions Code sections 5345 through 5349.1, inclusive. In addition, a county or group of counties that has a Laura's Law program shall:

- a. Maintain and provide data to DHCS regarding the services the county provides under Laura's Law. (Welf. & Inst. Code § 5348 (d).) The report shall include an evaluation of the effectiveness of the strategies employed by each program in reducing homelessness and hospitalization of persons in the program and in reducing involvement with local law enforcement by persons in the program. The County shall maintain and include in the report to DHCS all of the information enumerated in Welfare and Institutions Code section 5348, subdivision (d), paragraphs (1) through (14).
- b. Pay for the provision of services under Welfare and Institutions Code sections 5347 and 5348 using funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount within the Support Services Account of the Local Revenue Fund 2011, funds from the Mental Health Services Fund when included in county plans pursuant to Section 5847, and any other funds from which the Controller makes distributions to the counties for those purposes. (Welf. & Inst. Code § 5349.)

D. Projects For Assistance In Transition From Homelessness Program (42 U.S.C. §§ 290cc-21 -290cc-35, inclusive)

Pursuant to Title 42 of the United States Code, sections 290cc-21 through 290cc-35, inclusive, the State of California has been awarded federal homeless funds through the federal McKinney Projects for Assistance in Transition from Homelessness (PATH) formula grant. The PATH grant funds community based outreach, mental health and substance abuse

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referral/treatment, case management and other support services, as well as a limited set of housing services for the homeless mentally ill.

County shall submit its Request for Application (RFA) responses and required documentation specified in DHCS' RFA to receive PATH funds. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at:

<http://www.dhcs.ca.gov/services/MH/Pages/PATH.aspx>.

If County applied for and DHCS approved its request to receive PATH grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The PATH grant is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for PATH funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

E. Community Mental Health Services Grant Program (42 U.S.C. § 300x-1 et seq.)

Pursuant to Title 42 United States Code section 300x et seq., the State of California has been awarded the federal Community Mental Health Services Block Grant funds, known as Mental Health Block Grant (MHBG). County mental health agencies utilize MHBG funding to provide a broad array of mental health services within their mental health system of care (SOC) programs. These programs provide services to the following target populations: children and youth with serious emotional disturbances (SED) and adults and older adults with serious mental illnesses (SMI).

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive MHBG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments.

If County applied for and DHCS approved its request to receive MHBG grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated

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by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The MHBG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for MHBG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

F. Substance Abuse Prevention And Treatment Block Grant Program (42 U.S.C. § 300x-1 et seq.)

Pursuant to Title 42 United States Code section 300x et seq., the State of California has been awarded the federal Substance Abuse Treatment and Prevention Block Grant funds (known as SABG). County Alcohol and Other Drug Programs utilize SABG funding to provide a broad array of alcohol and other drug program treatment and prevention services within their system of care programs.

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive SABG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments.

If County applied for, and DHCS approved its request to receive SABG funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The SABG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for SABG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

G. Crisis Counseling Assistance And Training Program (42 U.S.C. § 5183)

Pursuant to Title 42 United States Code section 5183, and upon the issuance of a Presidential declaration of a major disaster, the State of California may

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be awarded Federal Emergency Management Agency (FEMA) funding for the Crisis Counseling Assistance and Training Program (CCP). The CCP supports short-term interventions that involve assisting disaster survivors in understanding their current situation and reactions, mitigating stress, developing coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies that help survivors in their recovery process. These funds are used to provide services to all individuals affected during a disaster.

- 1) The CCP is comprised of three funding terms:
 - a. Immediate Services Program (ISP) – Funding is provided for the CCP for 60 days from the date of the Presidential declaration.
 - b. Immediate Services Program Extension (ISP Extension) – Funding is provided to cover the period from the day after the end of the ISP to the award date of the Regular Services Program (RSP).
 - c. Regular Services Program (RSP) – Funding is provided for 9 months from award date to continue and expand the provision of crisis counseling program services.
- 2) Participation in the CCP is optional. County's request to the State of California that it apply for CCP funding on behalf of the County shall be County's agreement to comply with all applicable federal and State requirements, including the FEMA or Substance Abuse and Mental Health Services Administration (SAMHSA) approved funding application and budget; applicable requirements in the Notice of Award (from FEMA or SAMHSA) to the State, including special and standard program conditions or terms, supplemental grant information, and the federal Health and Human Services Grants Policy Statement; 44 Code of Federal Regulations part 206.171, 42 Code of Federal Regulations part 38 and FEMA or SAMHSA CCP secondary guidance that is in effect on the date County receives the award of funding.
- 3) The CCP is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for CCP funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75. CCP Funding shall not be used to supplant existing resources. County expenditure of CCP Funds are subject to State and federal oversight, including on-sight

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program performance reviews and federal audits. (44 C.F.R. § 206.171(k) & 42 C.F.R. § 38.9.)

- 4) For reference, FEMA Crisis Counseling Assistance and Training Program (FEMA secondary guidance), is accessible at the following link:
<https://www.samhsa.gov/dtac/ccp-toolkit>.

7. Reporting and Data Submission Requirements

County shall comply with all data and information submission requirements specified in this Agreement.

- A. County shall provide all applicable data and information required by federal and/or State law in order to receive any funds to pay for its MHSA programs, PATH grant (if the County receives funds from this grant), MHBG grant (if the County receives funds from this grant), SABG grant (if the County receives funds from this grant), CCP program, or County provision of community mental health services provided with 1991 realignment funds (other than Medi-Cal). These federal and State laws include Title 42 of the United States Code, sections 290cc-21 through 290ee-10 and 300x through 300x-68, inclusive, Welfare & Institutions Code sections 5610 and 5664 and the regulations that implement, interpret or make specific, these federal and State laws and any DHCS-issued guidelines that relate to the programs or services.
- B. County shall comply with DHCS reporting requirements related to the County's receipt of federal or State funding for mental/behavioral health programs. County shall submit complete and accurate information to DHCS, and as applicable the Mental Health Services Oversight and Accountability Commission, including, but not limited, to the following:
- 1) Client and Service Information (CSI) System Data, as specified in Title 9 of the California Code of Regulations, section 3530.10. (See also section 7, subparagraph (C) of this Agreement.)
 - 2) MHSA Quarterly Progress Reports, as specified in the California Code of Regulations, Title 9, section 3530.20. MHSA Quarterly Progress Reports

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provide the actual number of clients served by MHSA-funded program. Reports are submitted on a quarterly basis.

- 3) Full Service Partnership Performance Outcome data, as specified in the California Code of Regulations, Title 9, section 3530.30.
 - 4) Consumer Perception Survey data, as specified in the California Code of Regulations, Title 9, section 3530.40.
 - 5) The Annual Mental Health Services Act Revenue and Expenditure Report, as specified in Welfare and Institutions Code section 5899, subdivision (a), and the California Code of Regulations, Title 9, sections 3510, 3510.010, and 3510.020 and DHCS-issued guidelines.
 - 6) Innovative Project Reports (annual, final and supplements), as specified in the California Code of Regulations, Title 9, sections 3580 through 3580.020.
 - 7) The Annual Prevention and Early Intervention report, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.010.
 - 8) Three Year Program and Evaluation Reports, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.020.
 - 9) Co-occurring Mental Health and Substance Use Disorder Assessments in accordance with Welfare & Institutions Code section 5891.5.
- C. County shall submit CSI data to DHCS, in accordance with Title 9 of the California Code of Regulations, section 3530.10, and according to the specifications set forth in DHCS' CSI Data Dictionary. County shall:
- 1) Report complete and accurate monthly CSI data to DHCS within 60 calendar days after the end of the month in which services were provided.
 - 2) If complete and accurate data are not reported within 60 calendar days, the county must be in compliance with an approved plan of correction.
 - 3) Make diligent efforts to minimize errors on the CSI error file.
 - 4) Correct all errors on the CSI error file.
 - 5) Notify DHCS 90 calendar days prior to any change in reporting system and/or change of automated system vendor.

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- D. In the event that DHCS or County determines that, due to federal or State law changes or business requirements, an amendment is needed of either County's or DHCS' obligations under this contract relating to either DHCS' or County's information needs, both DHCS and County agree to provide notice to the other party as soon as feasible prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. DHCS and County agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.
- E. For all mental health funding sources received by County that require submission of a cost report, County shall submit a fiscal year-end cost report by December 31 following the close of the fiscal year in accordance with applicable federal and State law, regulations and DHCS-issued guidelines. (Welf. & Inst. Code § 5705; Cal. Code Regs., tit. 9, §§ 3500, 3505.) The cost report shall be certified as true and correct, and with respect to Local Mental Health Service Fund moneys, that the County is in compliance with the California Code of Regulations, Title 9, section 3410, Non-Supplant. The certification must be completed by the Behavioral Health Director and one of the following: the County mental health department's chief financial officer (or equivalent), an individual who has delegated authority to sign for and reports directly to the County mental health department's chief financial officer (or equivalent), or the County's auditor-controller (or equivalent). Data submitted shall be full and complete. County shall also submit a reconciled cost report certified by the Behavioral Health Director and the County's auditor-controller as being true and correct no later than 18 months after the close of the following fiscal year.
- F. If applicable to a specific federal or State funding source covered by this Agreement, County shall require each of its subcontractors to submit a fiscal year-end cost report to DHCS no later than December 31 following the close of the fiscal year, in accordance with applicable federal and State laws, regulations, and DHCS-issued guidelines.

8. Special Terms and Conditions

A. Audit and Record Retention

(Applicable to agreements in excess of \$10,000)

- 1) County and/or Subcontractor(s) shall maintain records, including books, documents, and other evidence, accounting procedures and practices, sufficient to properly support all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this

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Agreement, including any matching costs and expenses. The forgoing constitutes "records" for the purpose of this provision.

- 2) County's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- 3) County agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. County agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
- 4) County and/or Subcontractor(s) shall preserve and make available his/her records (1) for a period of ten years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.
 - a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.
- 5) County and/or Subcontractor(s) may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, County and/or Subcontractor(s) must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

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- 6) County shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in 2 Code of Federal Regulations part 200.
- B. Dispute Resolution Process for Projects for Assistance in Transition from Homelessness Program Grant, Community Mental Health Services Grant Program, and Substance Abuse Prevention and Treatment Block Grant Program.

If a dispute arises between the Contractor and DHCS regarding Contractor compliance with Section 6 of this Agreement, subparagraph D, Projects for Assistance in Transition from Homelessness Program, subparagraph E, Community Mental Health Services Grant Program, or subparagraph F, Substance Abuse Prevention and Treatment Block Grant Program, the Contractor must seek resolution using the process outlined below.

- 1) The Contractor must first informally discuss the problem with the DHCS Project Representative listed in subparagraph 3 below. If the parties are unable to resolve the problem informally, the Contractor must mail a written Statement of Dispute, with supporting evidence, to DHCS at the address listed in subparagraph 3 below. The Statement of Dispute must describe the issues in dispute, the legal authority or other basis for the Contractor's position, and the remedy sought.
- 2) The Branch Chief of DHCS' Operations Branch will decide the dispute and mail a written decision to the Contractor within twenty (20) working days of receiving the Statement of Dispute from the Contractor. The decision will be in writing, resolve the dispute, and include a statement of the reasons for the decision that addresses each issue raised by the Contractor. If applicable, the decision will also indicate any action Contractor must take to comply with the decision. The Branch Chief's decision shall be the final administrative determination of DHCS.
- 3) Unless otherwise agreed to in writing by DHCS, the Statement of Dispute, supporting documentation, and all correspondence and documents related to the dispute resolution process shall be directed to the following:

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Department of Health Care Services
Community Services Division/Federal Grants Section
Attention: Waheeda Sabah
1500 Capitol Avenue, MS 2624
P.O. Box Number 997413
Sacramento, CA, 95899-7413

C. Novation

If County proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with County, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

D. Welfare and Institutions Code section 5751.7 Waiver

- 1) County shall comply with Welfare and Institutions Code section 5751.7 and ensure that minors are not admitted into inpatient psychiatric treatment with adults. If this requirement creates undue hardship to County due to inadequate or unavailable alternative resources, County may request a waiver of this requirement. County shall submit the waiver request on Attachment I of this Agreement to DHCS.
- 2) DHCS shall review County's waiver request and provide a written notice of approval or denial of the waiver. If County's waiver request is denied, County shall prohibit health facilities from admitting minors into psychiatric treatment with adults.
- 3) County shall submit the waiver request to DHCS at the time County submits this Agreement, signed by County, to DHCS for execution. County shall complete Attachment I and attach it to this Agreement. See Exhibit A, Attachment I, entitled "Request For Waiver" of this Agreement for additional submission information.
- 4) Execution of this Agreement by DHCS shall not constitute approval of a waiver submitted pursuant to this section.
- 5) Any waiver granted in the prior fiscal year's Agreement shall be deemed to continue until either party chooses to discontinue it, as specified in Exhibit

Exhibit A

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A, Attachment I. Execution of this Agreement shall continue independently of the waiver review and approval process.

- 6) In unusual or emergency circumstances, when County needs to request waivers after the annual Performance Contract has been executed, these requests should be e-mailed, with the subject line "Performance Contract: Unusual or Emergency Circumstances", immediately to:

California Department of Health Care Services
Community Services Division/Community Support Branch
Policy, Monitoring, & Finance Section
e-mail: MHSA@dhcs.ca.gov.

- 7) Each admission of a minor to a facility that has an approved waiver shall be reported to the Local Behavioral Health Director.

E. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

F. Change in County Behavioral Health Director

County agrees to notify DHCS immediately if there is any change in the position of the County Behavioral Health Director. County shall provide DHCS the contact information for any new County Behavioral Health Director appointed

Exhibit A, Attachment I
Request for Waiver

Request for Waiver Pursuant To Section 5751.7 of the Welfare and Institutions Code

_____ hereby requests a waiver for the following public or private health facilities pursuant to section 5751.7 of the Welfare and Institutions Code for the term of this contract. These are facilities where minors may be provided psychiatric treatment with nonspecific separate housing arrangements, treatment staff, and treatment programs designed to serve minors. However, no minor shall be admitted for psychiatric treatment into the same treatment ward as an adult receiving treatment who is in the custody of any jailor for a violent crime, is a known registered sex offender, or has a known history of, or exhibits inappropriate sexual or other violent behavior which would present a threat to the physical safety of others.

The request for waiver must include, as an attachment, the following:

1. A description of the hardship to the County/City due to inadequate or unavailable alternative resources that would be caused by compliance with the State policy regarding the provision of psychiatric treatment to minors.
2. The specific treatment protocols and administrative procedures established by the County/City for identifying and providing appropriate treatment to minors admitted with adults.
3. Name, address, and telephone number of the facility
 - Number of the facility's beds designated for involuntary treatment
 - Type of facility, license(s), and certification(s) held (including licensing and certifying agency and license and certificate number)
 - A copy of the facility's current license or certificate and description of the program, including target population and age groups to be admitted to the designated facility.
4. If applicable, the County Board of Supervisors' decision to designate a facility as a facility for evaluation and treatment pursuant to Welfare and Institutions Code sections 5150, 5585.50, and 5585.55.

To rescind the waiver, either party shall send a letter to the other party on official letterhead signed by their respective Behavioral Health Director or his or her designee indicating that the party no longer grants or requests a waiver. If not otherwise specified by the party in the letter to the respective party, the discontinuance shall be effective the date the letter to the party is postmarked and the facility shall no longer be waived as of this date.

When the Department denies or rescinds a waiver issued to a County, the facility and the County Behavioral Health Director or designee shall receive written notification from the Department, by certified mail or e-mail. The notice shall include the decision, the basis for the decision, and any supporting documentation.

Exhibit B
Funds Provision

1. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Contractor to reflect the reduced amount.

Exhibit D

Information Confidentiality and Security Requirements

1. **Definitions.** For purposes of this Exhibit, the following definitions shall apply:
 - A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
 - B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
 - C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.
 - D. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is DHCS' policy to consider all information about individuals private unless such information is determined to be a public record.** This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:

Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.
2. **Nondisclosure.** The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).
3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.
4. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.
5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than DHCS

Exhibit D**Information Confidentiality and Security Requirements**

without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

6. The Contractor shall observe the following requirements:

A. Safeguards. The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of DHCS. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, including at a minimum the following safeguards:

1) Personnel Controls

- a. Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PSCI, must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- b. Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- c. Confidentiality Statement.** All persons that will be working with DHCS PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PSCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- d. Background Check.** Before a member of the workforce may access DHCS PSCI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

2) Technical Security Controls

- a. Workstation/Laptop encryption.** All workstations and laptops that process and/or store DHCS PSCI must be encrypted using a FIPS 140-2 certified algorithm which

Exhibit D**Information Confidentiality and Security Requirements**

- is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- b. Server Security.** Servers containing unencrypted DHCS PSCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- c. Minimum Necessary.** Only the minimum necessary amount of DHCS PSCI required to perform necessary business functions may be copied, downloaded, or exported.
- d. Removable media devices.** All electronic files that contain DHCS PSCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- e. Antivirus software.** All workstations, laptops and other systems that process and/or store DHCS PSCI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- f. Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PSCI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- g. User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PSCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- h. Data Destruction.** When no longer needed, all DHCS PSCI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PSCI cannot be retrieved.

Exhibit D

Information Confidentiality and Security Requirements

- i. **System Timeout.** The system providing access to DHCS PSCI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- j. **Warning Banners.** All systems providing access to DHCS PSCI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- k. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PSCI, or which alters DHCS PSCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PSCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- l. **Access Controls.** The system providing access to DHCS PSCI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- m. **Transmission encryption.** All data transmissions of DHCS PSCI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PSCI can be encrypted. This requirement pertains to any type of PSCI in motion such as website access, file transfer, and E-Mail.
- n. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DHCS PSCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3) Audit Controls

- a. **System Security Review.** All systems processing and/or storing DHCS PSCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- b. **Log Reviews.** All systems processing and/or storing DHCS PSCI must have a routine procedure in place to review system logs for unauthorized access.
- c. **Change Control.** All systems processing and/or storing DHCS PSCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

Exhibit D

Information Confidentiality and Security Requirements

4) Business Continuity / Disaster Recovery Controls

- a. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PSCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- b. **Data Backup Plan.** Contractor must have established documented procedures to backup DHCS PSCI to maintain retrievable exact copies of DHCS PSCI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PSCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

5) Paper Document Controls

- a. **Supervision of Data.** DHCS PSCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PSCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- b. **Escorting Visitors.** Visitors to areas where DHCS PSCI is contained shall be escorted and DHCS PSCI shall be kept out of sight while visitors are in the area.
- c. **Confidential Destruction.** DHCS PSCI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- d. **Removal of Data.** DHCS PSCI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- e. **Faxing.** Faxes containing DHCS PSCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- f. **Mailing.** Mailings of DHCS PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

Exhibit D

Information Confidentiality and Security Requirements

- B. Security Officer.** The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with DHCS.

Discovery and Notification of Breach. Notice to DHCS:

- (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PSCI in electronic media or in any other media if the PSCI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by the contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of the contractor..

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The contractor shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

- C.** Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI, the Contractor shall take:
- 1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - 2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- D. Investigation of Breach.** The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI. If the initial report did not include all of the requested information marked with an asterisk, then within seventy-two (72) hours of the discovery, The Contractor shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:

Exhibit D
 Information Confidentiality and Security Requirements

- E. Written Report.** The Contractor shall provide a written report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- F. Notification of Individuals.** The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.

- 7. **Affect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- 8. **Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

- 9. **Audits and Inspections.** From time to time, DHCS may inspect the facilities, systems, books and records of the Contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) exhibit. Contractor shall promptly remedy any violation of any provision of this ICSR exhibit. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this ICSR exhibit.

EXHIBIT E

PRIVACY AND INFORMATION SECURITY PROVISIONS

This Exhibit E is intended to protect the privacy and security of specified Department information that Contractor may access, receive, or transmit under this Agreement. The Department information covered under this Exhibit E consists of: (1) Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”)(PHI); and (2) Personal Information (PI) as defined under the California Information Practices Act (CIPA), at California Civil Code Section 1798.3. Personal Information may include data provided to the Department by the Social Security Administration.

Exhibit E consists of the following parts:

1. Exhibit E-1, HIPAA Business Associate Addendum, which provides for the privacy and security of PHI.
1. Exhibit E-2, which provides for the privacy and security of PI in accordance with specified provisions of the Agreement between the Department and the Social Security Administration, known as the Information Exchange Agreement (IEA) and the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (Computer Agreement) to the extent Contractor access, receives, or transmits PI under these Agreements. Exhibit E-2 further provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.
2. Exhibit E-3, Miscellaneous Provision, sets forth additional terms and conditions that extend to the provisions of Exhibit E in its entirety.

EXHIBIT E-1

HIPAA Business Associate Addendum

1. Recitals.

- A. A business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. Section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") between Department and Contractor arises only to the extent that Contractor creates, receives, maintains, transmits, uses or discloses PHI or ePHI on the Department's behalf, or provides services, arranges, performs or assists in the performance of functions or activities on behalf of the Department that are included in the definition of "business associate" in 45 C.F.R. 160.103 where the provision of the service involves the disclosure of PHI or ePHI from the Department, including but not limited to, utilization review, quality assurance, or benefit management. To the extent Contractor performs these services, functions, and activities on behalf of Department, Contractor is the Business Associate of the Department, acting on the Department's behalf. The Department and Contractor are each a party to this Agreement and are collectively referred to as the "parties."
- B. The Department wishes to disclose to Contractor certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, to be used or disclosed in the course of providing services and activities as set forth in Section 1.A. of Exhibit E-1 of this Agreement. This information is hereafter referred to as "Department PHI".
- C. The purpose of this Exhibit E-1 is to protect the privacy and security of the PHI and ePHI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, including, but not limited to, the requirement that the Department must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act.

To the extent that data is both PHI or ePHI and Personally Identifying Information, both Exhibit E-2 (including Attachment B, the SSA Agreement between SSA, CHHS and DHCS, referred to in Exhibit E-2) and this Exhibit E-1 shall apply.

- D. The terms used in this Exhibit E-1, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

2. Definitions.

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- D. Department PHI shall mean Protected Health Information or Electronic Protected Health Information, as defined below, accessed by Contractor in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services on behalf of the Department as specified in Section 1.A. of Exhibit E-1 of this Agreement. The terms PHI as used in this document shall mean Department PHI.
- E. Electronic Health Records shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921 and implementing regulations.
- F. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- G. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for

the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR Section 160.103.

- H. Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, subparts A and E.
- I. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR Section 160.103 and as defined under HIPAA.
- J. Required by law, as set forth under 45 CFR Section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department PHI, or confidential data utilized by Contractor to perform the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit E-1 of this Agreement; or interference with system operations in an information system that processes, maintains or stores Department PHI.
- M. Security Rule shall mean the HIPAA regulations that are found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. Section 17932(h), any guidance issued by the Secretary pursuant to such Act and the HIPAA regulations.

3. Terms of Agreement.

A. Permitted Uses and Disclosures of Department PHI by Contractor.

Except as otherwise indicated in this Exhibit E-1, Contractor may use or disclose Department PHI only to perform functions, activities or services specified in Section 1.A of Exhibit E-1 of this Agreement, for, or on behalf of the Department, provided that such use or disclosure would not violate the HIPAA regulations or the limitations set forth in 42 CFR Part 2, or any other applicable law, if done by the Department. Any such use or disclosure, if not for purposes of treatment activities of a health care provider as defined by the Privacy Rule, must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR Section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

B. Specific Use and Disclosure Provisions. Except as otherwise indicated in this Exhibit E-1, Contractor may:

- 1) **Use and Disclose for Management and Administration.** Use and disclose Department PHI for the proper management and administration of the Contractor's business, provided that such disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed, in accordance with section D(7) of this Exhibit E-1, that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
- 2) **Provision of Data Aggregation Services.** Use Department PHI to provide data aggregation services to the Department to the extent requested by the Department and agreed to by Contractor. Data aggregation means the combining of PHI created or received by the Contractor, as the Business Associate, on behalf of the Department with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the Department

C. Prohibited Uses and Disclosures

- 1) Contractor shall not disclose Department PHI about an individual to

a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. Section 17935(a) and 45 CFR Section 164.522(a).

- 2) Contractor shall not directly or indirectly receive remuneration in exchange for Department PHI.

D. **Responsibilities of Contractor**

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PHI other than as permitted or required by this Agreement or as required by law, including but not limited to 42 CFR Part 2.
- 2) **Compliance with the HIPAA Security Rule.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the Department, in compliance with 45 CFR Sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Section 164, subpart C, in compliance with 45 CFR Section 164.316. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.
- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
 - a. Complying with all of the data system security precautions listed in Attachment A, Data Security Requirements;
 - b. Achieving and maintaining compliance with the HIPAA

Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement; and

- c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.
- 4) **Security Officer.** Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with the Department.
- 5) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PHI by Contractor or its subcontractors in violation of the requirements of this Exhibit E.
- 6) **Reporting Unauthorized Use or Disclosure.** To report to Department any use or disclosure of Department PHI not provided for by this Exhibit E of which it becomes aware.
- 7) **Contractor's Agents and Subcontractors.**
 - a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor with respect to such Department PHI under this Exhibit E, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit E-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.

- b. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:
 - i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or
 - ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

8) **Availability of Information to the Department and Individuals to Provide Access and Information:**

- a. To provide access as the Department may require, and in the time and manner designated by the Department (upon reasonable notice and during Contractor's normal business hours) to Department PHI in a Designated Record Set, to the Department (or, as directed by the Department), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for the Department health plan under this Agreement that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for the Department health plan for which Contractor is providing services under this Agreement; or those records used to make decisions about individuals on behalf of the Department. Contractor shall use the forms and processes developed by the Department for this purpose and shall respond to requests for access to records transmitted by the Department within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
- b. If Contractor maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the Department to fulfill its obligations under the HITECH

Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

- 9) **Amendment of Department PHI.** To make any amendment(s) to Department PHI that were requested by a patient and that the Department directs or agrees should be made to assure compliance with 45 CFR Section 164.526, in the time and manner designated by the Department, with the Contractor being given a minimum of twenty (20) days within which to make the amendment.
- 10) **Internal Practices.** To make Contractor's internal practices, books and records relating to the use and disclosure of Department PHI available to the Department or to the Secretary, for purposes of determining the Department's compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Contractor, Contractor shall provide written notification to the Department and shall set forth the efforts it made to obtain the information.
- 11) **Documentation of Disclosures.** To document and make available to the Department or (at the direction of the Department) to an individual such disclosures of Department PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of such PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR Section 164.528 and 42 U.S.C. Section 17935(c). If Contractor maintains electronic health records for the Department as of January 1, 2009 and later, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.
- 12) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
 - a. **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is

reasonably believed to have been, accessed or acquired by an unauthorized person. (2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit E-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Contractor shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

- b. **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI . Within 72 hours of the discovery, Contractor shall submit an updated “Privacy Incident Report” containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.
- c. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the “Privacy Incident Report” form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the “Privacy Incident Report” form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated “Privacy Incident Report” form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- d. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of

unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, Contractor shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

- e. **Responsibility for Notification of Affected Individuals.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, Contractor shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require Contractor to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.
- f. **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Exhibit A, Program Specifications for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646; (866) 866-0602 Email: privacyofficer@dhcs.ca.gov Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000; (800) 579-0874 Fax: (916)440-5537

- 13) **Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Contractor knows of a material breach or violation by the Department of this Exhibit E-1, it shall take the following steps:
- a. Provide an opportunity for the Department to cure the breach or end the violation and terminate the Agreement if the Department does not cure the breach or end the violation within the time specified by Contractor; or
 - b. Immediately terminate the Agreement if the Department has breached a material term of the Exhibit E-1 and cure is not possible.
- 14) **Sanctions and/or Penalties.** Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Contractors may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations.

E. Obligations of the Department.

The Department agrees to:

- 1) **Permission by Individuals for Use and Disclosure of PHI.** Provide the Contractor with any changes in, or revocation of, permission by an

Individual to use or disclose Department PHI, if such changes affect the Contractor's permitted or required uses and disclosures.

- 2) **Notification of Restrictions.** Notify the Contractor of any restriction to the use or disclosure of Department PHI that the Department has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of PHI.
- 3) **Requests Conflicting with HIPAA Rules.** Not request the Contractor to use or disclose Department PHI in any manner that would not be permissible under the HIPAA regulations if done by the Department.
- 4) **Notice of Privacy Practices.** Provide Contractor with the web link to the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice. Visit the DHCS website to view the most current Notice of Privacy Practices at:
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/NoticeofPrivacyPractices.aspx> or the DHCS website at www.dhcs.ca.gov (select "Privacy in the right column and "Notice of Privacy Practices" on the right side of the page).

F. Audits, Inspection and Enforcement

If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office for Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Exhibit E-1, Contractor shall immediately notify the Department. Upon request from the Department, Contractor shall provide the Department with a copy of any Department PHI that Contractor, as the Business Associate, provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI to the Secretary. Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 42 U.S.C. Section 17934(c).

G. Termination.

- 1) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(J).
- 2) **Termination for Cause.** In accordance with 45 CFR Section

164.504(e)(1)(iii), upon the Department's knowledge of a material breach or violation of this Exhibit E-1 by Contractor, the Department shall:

- a. Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by the Department; or
- b. Immediately terminate this Agreement if Contractor has breached a material term of this Exhibit E-1 and cure is not possible.

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EXHIBIT E-2**Privacy and Security of Personal Information and Personally Identifiable Information Not Subject to HIPAA****1. Recitals.**

- A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:
- 1) The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.),
 - 2) The Agreement between the Social Security Administration (SSA) and the Department, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA, including the CMPPA is attached to this Exhibit E as Attachment B and is hereby incorporated in this Agreement.
 - 3) Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2.
- B. The purpose of this Exhibit E-2 is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on behalf of Department pursuant to this Agreement. Specifically this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in Exhibit E-1 of this Agreement, the HIPAA Business Associate Addendum; however, to the extent that data is both PHI or ePHI and PII, both Exhibit E-1 and this Exhibit E-2 shall apply.
- C. The IEA Agreement referenced in A.2) above requires the Department to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from DHCS that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the Social Security Administration. Contractor must also ensure that any agents, including a

subcontractor, to whom it provides DHCS data that includes data provided by the Social Security Administration, agree to the same requirements for privacy and security safeguards for such confidential data that apply to Contractor with respect to such information.

- D. The terms used in this Exhibit E-2, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and Agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

2. Definitions.

- A. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.
- B. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code section 1798.29(f).
- C. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).
- D. "Department PI" shall mean Personal Information, as defined below, accessed in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the Department.
- E. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS).
- F. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.
- G. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

- H. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code Section 1798.3(a).
- I. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- J. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

3. Terms of Agreement

A. Permitted Uses and Disclosures of Department PI and PII by Contractor

Except as otherwise indicated in this Exhibit E-2, Contractor may use or disclose Department PI only to perform functions, activities or services for or on behalf of the Department pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the Department.

B. Responsibilities of Contractor

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.
- 2) **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure

of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.

- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
- a. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;
 - b. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
 - c. If the data obtained by Contractor from DHCS includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment B and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any agents, including a subcontractor to whom it provides DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.

- 4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PI or PII by Contractor or its subcontractors in violation of this Exhibit E-2.
- 5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit E-2 on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.
- 6) **Availability of Information to DHCS.** To make Department PI and PII available to the Department for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of Department PI and PII. If Contractor receives Department PII, upon request by DHCS, Contractor shall provide DHCS with a list of all employees, contractors and agents who have access to Department PII, including employees, contractors and agents of its subcontractors and agents.
- 7) **Cooperation with DHCS.** With respect to Department PI, to cooperate with and assist the Department to the extent necessary to ensure the Department's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of Department PI, correction of errors in Department PI, production of Department PI, disclosure of a security breach involving Department PI and notice of such breach to the affected individual(s).
- 8) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.
- 9) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
 - a. **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured Department PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired

by an unauthorized person, or upon discovery of a suspected security incident involving Department PII. (2) To notify the Department **within one (1) hour by email or fax** if the data is data subject to the SSA Agreement; and **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII in violation of this Agreement or this Exhibit E-1 or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

- b.** Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic Department PI or PII, notice shall be provided by calling the Department Information Security Officer. Notice shall be made using the DHCS “Privacy Incident Report” form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select “Privacy” in the left column and then “Business Partner” near the middle of the page) or use this link:
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> .
- c.** Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII, Contractor shall take:

 - i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- d. Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of

PHI. Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Department Information Security Officer.

- e. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- f. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, section 1798.29 and as may be required under the IEA. Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

- g. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.
- h. **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract	DHCS Privacy Officer	DHCS Information Security Officer
See the Exhibit A, Program Specifications for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646 Email: privacyofficer@dhcs.ca.gov Telephone:(916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

10) Designation of Individual Responsible for Security

Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit E-2 and for communicating on security matters with the Department.

EXHIBIT E-3**Miscellaneous Terms and Conditions****Applicable to Exhibit E**

- 1) **Disclaimer.** The Department makes no warranty or representation that compliance by Contractor with this Exhibit E, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the Department PHI, PI and PII.

- 2) **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit E may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit E embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. The Department may terminate this Agreement upon thirty (30) days written notice in the event:
 - a) Contractor does not promptly enter into negotiations to amend this Exhibit E when requested by the Department pursuant to this section; or
 - b) Contractor does not enter into an amendment providing assurances regarding the safeguarding of Department PHI that the Department deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

- 3) **Judicial or Administrative Proceedings.** Contractor will notify the Department if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The Department may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The Department may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined.

DHCS will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

- 4) **Assistance in Litigation or Administrative Proceedings.** Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the Department at no cost to the Department to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Department, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- 5) **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Exhibit E is intended to confer, nor shall anything herein confer, upon any person other than the Department or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- 6) **Interpretation.** The terms and conditions in this Exhibit E shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit E shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and federal laws.
- 7) **Conflict.** In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.
- 8) **Regulatory References.** A reference in the terms and conditions of this Exhibit E to a section in the HIPAA regulations means the section as in effect or as amended.
- 9) **Survival.** The respective rights and obligations of Contractor under Section 3, Item D of Exhibit E-1, and Section 3, Item B of Exhibit E-2, Responsibilities of Contractor, shall survive the termination or expiration of this Agreement.

- 10) **No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- 11) **Audits, Inspection and Enforcement.** From time to time, and subject to all applicable federal and state privacy and security laws and regulations, the Department may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit E. Contractor shall promptly remedy any violation of any provision of this Exhibit E. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit E. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit E.
- 12) **Due Diligence.** Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit E and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit E.
- 13) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(I), and when all Department PI and PII is destroyed in accordance with Attachment A.
- 14) **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Department PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the Department of the conditions that make the return or destruction infeasible, and the Department and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit E to such Department PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

Attachment A
Data Security Requirements

1. Personnel Controls

- A. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.
- B. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. **Confidentiality Statement.** All persons that will be working with Department PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to Department PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for Department inspection for a period of six (6) years following termination of this Agreement.
- D. **Background Check.** Before a member of the workforce may access Department PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

- A. **Workstation/Laptop encryption.** All workstations and laptops that store Department PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the Department Information Security Office.

- B. **Server Security.** Servers containing unencrypted Department PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. **Minimum Necessary.** Only the minimum necessary amount of Department PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. **Removable media devices.** All electronic files that contain Department PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. **Antivirus software.** All workstations, laptops and other systems that process and/or store Department PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. **Patch Management.** All workstations, laptops and other systems that process and/or store Department PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- G. **User IDs and Password Controls.** All users must be issued a unique user name for accessing Department PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- 1) Upper case letters (A-Z)
 - 2) Lower case letters (a-z)
 - 3) Arabic numerals (0-9)

- 4) Non-alphanumeric characters (punctuation symbols)
- H. **Data Destruction.** When no longer needed, all Department PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the Department Information Security Office.
- I. **System Timeout.** The system providing access to Department PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. **Warning Banners.** All systems providing access to Department PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for Department PHI or PI, or which alters Department PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If Department PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. **Access Controls.** The system providing access to Department PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- M. **Transmission encryption.** All data transmissions of Department PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing Department PHI can be encrypted. This requirement pertains to any type of Department PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting Department PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and revention solution.

3. Audit Controls

- A. **System Security Review.** Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Department PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing Department PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing Department PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of Department PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to backup Department PHI to maintain retrievable exact copies of Department PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Department PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Department data.

5. Paper Document Controls

- A. **Supervision of Data.** Department PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Department PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

- B. **Escorting Visitors.** Visitors to areas where Department PHI or PI is contained shall be escorted and Department PHI or PI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** Department PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. **Removal of Data.** Only the minimum necessary Department PHI or PI may be removed from the premises of the Contractor except with express written permission of the Department. Department PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.
- E. **Faxing.** Faxes containing Department PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. **Mailing.** Mailings containing Department PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of Department PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of the Department to use another method is obtained.

Contractor Certification Clause

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and,
 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

- a) Current State Employees (PCC 10410):
 1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- b) Former State Employees (PCC 10411):
 1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.



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

DATE: July 21, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

SUBJECT: Consideration of Resolution No. 602 Approving and Authorizing the Executive Director to Execute a Commercial Lease, Professional Services Agreement, and Business Associate Agreement with Genoa Healthcare, LLC, for Establishing and Providing Pharmacy and Related Services at TCMHA Property Located at 2008 N. Garey Avenue in Pomona, California at a Fair Market Value

Summary:

Genoa Healthcare, LLC (Genoa) provides on-site pharmacies to behavioral health and federally-qualified health centers (FQHCs). Staff is seeking approval to authorize the Executive Director to execute all necessary documents in order to allow Genoa to establish a pharmacy and provide related services on-site at the Tri-City Adult Services Clinic located at 2008 N. Garey Avenue in Pomona.

Background:

Genoa Healthcare, LLC is a specialty, pharmacy service provider that works with behavioral health centers and federally-qualified health centers (FQHCs) across the country. They place small, full-service pharmacies within agencies and can take care of all of the medication needs for that agencies' clients, including prescriptions written by psychiatrists, primary care, and other specialty providers. Genoa has reviewed Tri-City's caseload numbers, the benefits sources for its clients, and its office space availability and has approved Tri-City's adult services clinic as a potential site for one of its pharmacies.

In this era of patient-centered health care integration, many behavioral and community health centers have begun exploring ways of offering more comprehensive services, including the incorporation of pharmacy services. The benefits of having an on-site pharmacy are extensive, and can help improve client outcomes, increase access and adherence to prescribed drug therapy regimens, and create efficiencies in the healthcare delivery model.

The benefits of an on-site pharmacy can be stratified into two main categories: those directly aimed at the client and those affecting the healthcare organization and system. Some of the benefits include: access to prescribed medications; privacy; improved medication adherence and compliance; specialty packaging; reducing medication errors; refill management including reminder calls and medication synchronization; mail delivery and; competitive pricing.

**Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 602 Approving and Authorizing the Executive Director to Execute a Commercial Lease, Professional Services Agreement, and Business Associate Agreement with Genoa Healthcare, LLC, for Establishing and Providing Pharmacy and Related Services at TCMHA Property Located at 2008 N. Garey Avenue in Pomona, California at a Fair Market Value**

July 21, 2021

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Also, having immediate and daily access to a pharmacist can be a valuable asset to the inter-disciplinary teams of staff that provide direct care to Tri-City's clients.

In January 2020, the Tri-City Governing Board authorized the Executive Director to explore the feasibility and relevancy of establishing an on-site Genoa pharmacy at Tri-City's Adult Services Clinic location and to prepare the commercial leasing and contract documents for final Governing Board approval as necessary. Included here for Governing Board approval are a commercial lease agreement, a professional services agreement, and a business associate's agreement to move forward with the establishment of an on-site pharmacy, to be located at 2008 N. Garey Avenue in Pomona, under the management of Genoa Healthcare, LLC.

Fiscal Impact:

Genoa covers all cost for construction, management, staff, inventory, pharmacy security, and licensing. Additionally, they also pay local area market rate leasing rates for the agreed upon space, which will result in annual revenue for Tri-City of \$11,088.

Recommendation:

Staff recommends that the Governing Board authorize the Executive Director to execute a commercial lease, a professional services agreement and a business associate's agreement with Genoa Healthcare, LLC to allow for the establishment of a pharmacy and to provide related services at the Tri-City 2008 N. Garey Avenue, Adult Services Clinic, location in Pomona.

Attachments:

Attachment 13-A: Resolution No. 602 – Draft

Attachment 13-B: Commercial Lease

Attachment 13-C: Professional Services Agreement

Attachment 13-D: Business Associate Agreement

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 602 Approving and Authorizing the Executive Director to Execute a Commercial Lease, Professional Services Agreement, and Business Associate Agreement with Genoa Healthcare, LLC, for Establishing and Providing Pharmacy and Related Services at TCMHA Property Located at 2008 N. Garey Avenue in Pomona, California at a Fair Market Value

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Governing Board of Tri-City Mental Health Authority

Consideration of Resolution No. 602 Approving and Authorizing the Executive Director to Execute a Commercial Lease, Professional Services Agreement, and Business Associate Agreement with Genoa Healthcare, LLC, for Establishing and Providing Pharmacy and Related Services at TCMHA Property Located at 2008 N. Garey Avenue in Pomona, California at a Fair Market Value

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RESOLUTION NO. 602

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A COMMERCIAL LEASE, A PROFESSIONAL SERVICES AGREEMENT, AND A BUSINESS ASSOCIATE AGREEMENT WITH GENOA HEALTHCARE, LLC, FOR ESTABLISHING AND PROVIDING PHARMACY AND RELATED SERVICES AT TCMHA PROPERTY LOCATED AT 2008 N. GAREY AVENUE IN POMONA, CALIFORNIA, AT A FAIR MARKET VALUE

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 enter into a lease agreement under which Genoa Healthcare, LLC will lease Suites 1A and 1B at the Authority's premises located at 2008 N. Garey Avenue in Pomona, California, only for the purpose of establishing an on-site pharmacy, consistent with providing contractor services, as indicated in the Professional Services Agreement.

B. Genoa Healthcare, LLC (Genoa) provides on-site pharmacies to behavioral health and federally-qualified health centers (FQHCs).

C. TCMHA and Genoa have agreed to enter into a Commercial Lease and Professional Services Agreement which must be executed simultaneously and shall be in effect for three years, upon their execution, with an option to renew for an additional two-year term.

D. In consideration for the Commercial Lease, Genoa will pay TCMHA local area fair market value leasing rates.

2. Action

The Authority's Executive Director is authorized to enter into, execute, and take further actions as necessary and appropriate to implement the Commercial Lease, Professional Services Agreement, and Business Associate Agreement with Genoa Healthcare, LLC, for establishing and providing pharmacy and related services at TCMHA property located at 2008 N. Garey Avenue in Pomona, CA.

[Continued on page 2.]

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on July 21, 2021, 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: _____

DRAFT

COMMERCIAL LEASE

DATED: July 1, 2021 (the "Effective Date")

PARTIES: Tri-City Mental Health Authority (Landlord)
1717 N. Indian Hill Boulevard
Suite B
Claremont, CA 91711

and

Genoa Healthcare, LLC (Tenant)
a Pennsylvania limited liability company
707 S. Grady Way
Suite 700
Renton, WA 98057

Landlord leases to Tenant and Tenant leases from Landlord the Premises described below on the terms and conditions stated below:

1. **The Premises.** The Premises consist of Suites 1A and 1B described in Exhibit A and contain approximately 482 square feet; they are located in the building at 2008 North Garey Avenue, Pomona, California 91767. The land on which the Building is situated is referred to herein as the "Land". Landlord grants to Tenant access to and use of the common areas ("Common Areas") in the Building and on the Land.

Landlord represents and warrants that the Permitted Use is permitted by applicable land use laws applicable to the Building. Except for the foregoing representation and warranty, and any other Landlord representations and warranties expressly set forth in this Lease, Tenant acknowledges that: (i) neither Landlord nor any employee, representative or agent of Landlord has made any representation or warranty (express or implied) with respect to the Premises or any other portion of the Building, and (ii) Landlord shall have no obligation to improve or alter the Premises or the Building or any common areas for the benefit of Tenant. Tenant acknowledges that Tenant has thoroughly inspected the Premises and Tenant shall accept the Premises in their current "AS-IS" condition, without representation or warranty, express or implied.

The Premises have not been inspected by a Certified Access Specialist (CASp). A Certified Access Specialist (CASp) can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

ATTACHMENT 13-B

In that regard, the parties agree that in the event Tenant requests a CASp inspection, Tenant shall pay any such inspection fees and the cost of making any such repairs.

2. **Use of the Premises.** Tenant may use the Premises only for the purpose of an on-site pharmacy consistent with providing the Contractor Services (only), as that capitalized term defined in that certain Professional Services Agreement of even date herewith between Landlord and Tenant, hereinafter referred to as the “PSA” (the “Permitted Use”).

3. **Term; Occupancy.**

3.1. Initial Term; Renewal Terms. Upon the expiration or any earlier termination of the PSA, this Lease will concurrently terminate except for obligations arising prior to such expiration/termination. Subject to the foregoing, the term of this Lease shall be three (3) years commencing on the date (“Permit Date”) on which Tenant provides Landlord with reasonable evidence that Tenant has obtained all governmental permits and approvals for the Tenant improvements described in Exhibit B (the “Initial Term”), unless earlier terminated as provided in Section 3.2 below. Unless terminated in accordance hereof, this Lease shall automatically renew for additional two (2) year terms (each a “Renewal Term”, and collectively with the Initial Term, the “Term”) under the same terms and conditions set forth herein except that Rent shall be adjusted pursuant to subsection 4.2 below.

3.2. Termination. Either Party may terminate this Lease in its sole and absolute discretion at any time during the Term upon one hundred twenty (120) days prior written notice to the other Party; provided however, if this Lease is terminated by either Party within the Initial Term, Landlord shall not enter into any replacement lease or similar lease or arrangement at the Building until after the one year anniversary of the date of this Lease.

3.3. Possession. Tenant’s right to possession shall commence five (5) business days after the Permit Date. (Tenant acknowledges that Landlord intends to remain in occupancy of the Premises until the Permit Date, and plans to move out within the five (5) business day period after the Permit Date.)

4. **Rent.**

4.1. Rent. The “Rent Commencement Date” shall be the date that Landlord delivers possession of the Premises to Tenant. Commencing on the Rent Commencement Date, Tenant shall pay to Landlord, in advance, on or before the first day of each month, without prior request/notice and without offset or deduction, the sum of \$924.00 per month as rent for the Premises (the “Rent”). Rent is based upon arm’s length negotiation between the Parties and Tenant’s assessment of fair market value for similar properties in the market in which the Premises is located. Rent shall be pro-rated for any portion of a month in the event the Rent Commencement Date or the date the Term expires or is earlier terminated is on a date other than the first or last day of a month. Rent shall be paid to Landlord at the address set forth in Section 20.4 below. Tenant shall also pay as additional rent any other payments as required of Tenant pursuant to the provisions of the Lease.

4.2. Rent Adjustment for Each Renewal Term. The Rent for each Renewal Term shall be determined as follows: The monthly Rent in effect immediately prior to the applicable Renewal

Term shall be increased by the annual cumulative percentage increase, if any, over the Initial Term (in the case of the rent for the first renewal term) or over the previous Renewal Term (in the case of all Renewal Terms after the first Renewal Term), in the Consumer Price Index, All Urban Consumers, U.S. City Average, All Items (1982-84=100) ("CPI") as published by the United States Department of Labor's Bureau of Labor Statistics, as determined by Landlord. Until Landlord notifies Tenant of the new adjusted rent for a Renewal Term, Tenant shall continue making rental payments at the then-existing rental rate; upon Landlord's notice to Tenant of the new adjusted rent, Tenant shall pay such new rent, and shall pay to Landlord any underpayments of such new rent since the beginning of the applicable Renewal Term within ten (10) days after the notice of the new adjusted rent. Should the aforementioned index be discontinued, a successor index shall be substituted.

5. **Compliance with Law.**

5.1. General Regulatory Compliance. Landlord and Tenant shall comply with all applicable state and federal laws. Specifically, Landlord and Tenant intend that this Agreement comply with the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b) and satisfy the requirements of the Space Rental Safe Harbor to the federal Anti-Kickback Statute codified at 42 C.F.R. § 1001.952(b).

5.2. Improvements. Tenant shall make any improvements required by new laws or changes in laws that require improvements to the Premises.

5.3. Fair Market Value. The Parties agree that the Rent is consistent with the fair market value of the Premises being leased, including the value of such services and maintenance as required to be provided to the Premises by Landlord pursuant to the terms of this Lease, and that the Rent is not based, in whole or in part, on any current or expected value or volume of business generated by or between the Parties. The Parties agree that this Lease in no way requires, and in no way is contingent upon, the recommendation, referral, certification, purchase, lease, order, or any other form of arrangement for any good, facility, service, or item offered by Landlord or Tenant or any person or entity related to or affiliated with Landlord or Tenant.

6. **Repairs and Maintenance.**

6.1. Tenant's Obligations. Tenant shall keep the Premises neat, clean, and in a sanitary condition, subject to reasonable wear and tear, damage by casualty or condemnation, and Landlord's repair obligations hereunder. Tenant's responsibilities for maintenance shall extend to the inside surfaces of interior walls and ceilings which are on the perimeter of the Premises, and flooring, paint, cabinetry, and interior fixtures located within the Premises.

6.2. Landlord's Obligations. Landlord represents and warrants that the Premises are in good repair without any material defects at the commencement of the Term. Landlord shall be responsible, at Landlord's sole expense, for all areas outside the Premises, and shall maintain the Building in which the Premises are located, the Common Areas, and the Land in a safe and sound, neat, clean, and sanitary condition and to the standard of comparable medical buildings in the county in which the Premises are situated; however, except to the extent covered by Landlord's insurance, Tenant shall remain liable for damage caused by Tenant or its contractors. Landlord

agrees to provide and maintain the plumbing, electrical, heating, air conditioning and ventilation systems serving the Premises in accordance with USP guidelines for safe drug storages; however, except to the extent covered by Landlord's insurance, Tenant shall remain liable for damage caused by Tenant or its contractors. Landlord further agrees to maintain the Building and the structure, walls, roof, windows, and exterior of the Building, the Common Areas, and the Land; however, except to the extent covered by Landlord's insurance, Tenant shall remain liable for damage caused by Tenant or its contractors. In performing any repairs, replacements, alterations, or other work, Landlord shall not cause unreasonable interference with use of the Premises by Tenant.

7. Alterations and Improvements.

7.1. Initial Tenant Improvements. Subject to obtaining all required governmental permits and approval, Tenant may make the improvements described on Exhibit B to the Premises.

7.2. Additional Permitted Alterations. Tenant may make additional alterations and improvements to the Premises with Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. All alterations, improvements, or additions shall be constructed in a good and workmanlike manner and in compliance with all applicable governmental laws, ordinances, codes and regulations. Landlord shall cooperate, at no cost to Landlord, with Tenant in obtaining all required licenses, permits, and approvals, but such cooperation shall be limited to Landlord executing, as owner of the Building, any applications for governmental approvals or permits that require such execution by the owner. All improvements and alterations performed or installed on the Premises by either Landlord or Tenant, other than Tenant's trade fixtures, shall be the property of Landlord when installed.

7.3. Removal of Trade Fixtures and Personal Property by Tenant. Prior to the expiration of this Lease, and within ten (10) business days after any earlier termination of this Lease, Tenant shall remove all of its personal property (including drugs) and trade fixtures from the Premises, and shall repair any damage to the Premises or Building caused thereby. If Tenant fails to do so, then subject to applicable law (including any applicable provisions of California Business and Professions Code 4116 as amended from time to time or 16 California Code of Regulations Section 1714 as amended from time to time), Landlord may retain or dispose of any and all such personal property and trade fixtures, without obligation or liability to Tenant, and Tenant hereby waives any and all laws and statutes to the contrary, and such failure shall be deemed a holdover tenancy unless and until Landlord or Tenant accomplishes such removal.

8. Utilities and Services.

8.1. Utilities Service to be Obtained by Tenant. Tenant shall make arrangements for the provision to the Premises of telephone service, fax line, computer service and data lines, hazardous waste disposal, and janitorial services (the "Tenant's Utilities"). Landlord shall cooperate in good faith, but at no cost to Landlord, in connection with Tenant's arrangements. Tenant shall directly pay for all of Tenant's Utilities supplied to the Premises, or if not paid directly by Tenant, then Tenant shall pay Landlord reasonable charges for such utilities and services as additional rent with ten (10) days after written demand from time to time.

8.2. Utilities Lines/Equipment. Landlord represents and warrants that to Landlord's knowledge, all utilities are readily available to the Premises through existing lines or equipment and access to the same through the Building, the Common Areas, and the Land shall remain throughout the Term and any Renewal Term of this Lease. Landlord shall be responsible to arrange for delivery of all utilities to the Premises and shall pay directly for all utilities provided during business hours, including but not limited to, electricity, heat, air conditioning, and water, other than the Tenant Utilities.

9. **Taxes and Assessments.** Tenant shall pay, prior to delinquency, all taxes on its personal property located on the Premises and all possessory interest taxes assessed on Tenant's interest under this Lease (and Tenant is hereby informed that California imposes a property taxes on possessory interests created when an exempt governmental entity leases real property, such property taxes being imposed on and assessed to the applicable tenant). Landlord shall pay, prior to delinquency, all real property taxes and assessments levied against the Premises, the Building, and the Land except to the extent Landlord is exempt. As used herein, real property taxes includes any fee or charge relating to the ownership, use, or rental of the Premises, the Building, and/or the Land other than taxes on the net income of Tenant.

10. **Approval and Execution of Professional Services Agreement and This Lease.** The Parties intend that counterparts of this Lease and the PSA be approved and executed by Tenant and delivered to Landlord by June 10, which is the agenda deadline for Landlord's June 16 board meeting at which Landlord would approve or disapprove this Lease, and upon approval by the board, Landlord would execute this Lease and the PSA and provide copies thereof to Tenant.

11. **Access.**

11.1 Access By Tenant. Except for circumstances beyond Landlord's control, Landlord shall provide Tenant with access to the Common Areas and Premises from Monday to Thursday, 8:30 AM to 5:30 PM, and on Friday from 8:00 AM to 5:30 PM, except for holidays (excluding Veterans Day; the Building will be open on Veterans Day). Tenant may arrange for after-hours access for emergency purposes by contacting the Facilities Manager (Alex Ramirez, 909/973-3555 cell; email aramirez@tricitymhs.org) and/or the Facilities Coordinator (Joseph Emery, 909/472-1304 cell; email jemery@tricitymhs.org); however Landlord may change either or both such contact persons by written notice to Tenant.

11.2 Tenant Security System. Tenant shall be permitted to install within the Premises any reasonable security system that Tenant deems necessary, at Tenant's sole cost and expense, provided that Tenant gives Landlord means of access for emergencies and for entries by Landlord under Section 11.2 below.

11.3 Access by Landlord. Upon one business day's advance notice, which may be by email to a person who must be identified in writing by Tenant to Landlord as soon as reasonably possible after the date of this Lease, Tenant shall provide Landlord access to enter the Premises in emergencies and at other reasonable times for the purpose of inspecting them, to determine the necessity of repair, showing them to prospective purchasers or lenders or, within three (3) months of the end of the Term, to lessees, and making necessary alterations, repairs, improvements, or additions to the Premises as required or allowed by the Lease. In connection with such entries,

Landlord shall endeavor in good faith not to disturb Tenant's business or prevent Tenant from complying with the PSA between the Parties. Unless otherwise permitted under California Business and Professions Code 4116 or 16 California Code of Regulations Section 1714 (as amended from time to time), Landlord shall be accompanied at all times while on the Premises during business hours by a representative of Tenant who is a licensed pharmacist, and Tenant shall provide such pharmacist for such purpose.

11.4 California Laws Regarding Access to Drug Storage Areas of Pharmacy Space. Landlord and Tenant shall both comply with California Business and Professions Code 4116 (as amended from time to time) and with 16 California Code of Regulations Section 1714 (as amended from time to time) in connection with access to the portions of the Premises that are governed by such provisions.

12. **Insurance.**

12.1. Tenant's Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the Term a policy or policies of comprehensive general liability insurance from a responsible company with limits of not less than \$1,000,000 for injury to one person, \$3,000,000 for injury to two or more persons in one occurrence, and \$1,000,000 for damage to property per occurrence. Landlord shall be named as additional insured on such insurance. Certificates evidencing such insurance, and Landlord's additional insured status and Tenant's waiver of subrogation described in Section 12.3 below (which may be provided by way of endorsement), shall be furnished to Landlord before Tenant's occupancy of the Premises.

12.2. Landlord's Insurance. At all times during the Term, Landlord will maintain in force special form causes of loss insurance insuring the Building, Premises, and the Land for the full insurable value thereof with commercially reasonable deductibles. In addition, Landlord will maintain in force during the entire Term of this Lease commercial general liability insurance in commercially reasonable amounts and with such endorsements as may be necessary to cover common areas.

12.3. Waiver of Subrogation. Neither Party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither Party's insurance company shall have a subrogated claim against the other Party hereto.

13. **Tenant Defense and Indemnity Obligations.** Subject to the waiver of subrogation set forth in Section 12.3, Tenant shall indemnify, defend and hold harmless Landlord from any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees), arising out of or related to or caused directly or indirectly by Tenant's use and occupancy of the Premises, or any activity of Tenant or its contractors on or about the Premises or Building.

14. **Damage or Destruction of Premises.**

14.1. Partial Damage—Insured. If the Building and/or the Premises is/are Partially Damaged (as defined below) by a casualty covered, or required to be covered, by an effective insurance policy under this Lease, Landlord shall at its expense (except for damage caused by

Tenant which is within the deductible amount, and must be paid by Tenant) repair the damage. Landlord shall not be obligated to repair any additions, alterations, or improvements made by Tenant. Landlord shall make all repairs as soon as reasonably possible and this Lease shall continue in full force.

14.2. Partial Damage—Uninsured. If the Building and/or the Premises is/are Partially Damaged by a casualty not covered and not required to be covered by an effective insurance policy under this Lease, Landlord may at its option either (i) repair the damage as soon as reasonably possible at Landlord's expense, and this Lease shall continue in full force, or (ii) terminate this Lease by written notice to Tenant within thirty (30) days after the date of the damage; however, Tenant may, within ten (10) days after delivery of Landlord's notice to terminate, give written notice to Landlord of Tenant's intention to repair the damage at Tenant's expense, without reimbursement from Landlord, and this Lease shall then continue in full force and Tenant shall make repairs as soon as reasonably possible. If Tenant does not give its notice after Landlord elects termination, this Lease shall be canceled and terminated as of the date of the occurrence of damage. Notwithstanding the provisions of this subsection 14.2, if the repairs will cost less than \$50,000 and will take more than 6 months, Tenant may terminate this Lease, and if the repairs cost \$50,000 or more and will take longer than one year, then Tenant may terminate this Lease (but in the event of termination, Tenant shall remain liable for obligations of Tenant arising prior to termination).

14.3. Partially Damaged—Defined. "Partially Damaged" is herein defined as any damage, which can be repaired within six (6) months.

14.4. Total Destruction. If the Building and/or the Premises is/are substantially totally destroyed from any cause whether or not covered by insurance, either Party may elect to terminate the Lease as of the date of the damage or destruction by notice given to the other in writing not more than forty (45) days following the date of damage. In such event, Tenant shall be entitled to the reimbursement of any prepaid amounts, but both parties shall remain liable for obligations arising prior to termination. If neither Party elects to terminate, Landlord shall diligently proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible.

14.5. Abatement of Rent; Tenant's Remedies. The Rent payable under the Lease for the period during which repairs are made shall be abated and reduced to the extent the Premises are untenantable commencing upon the date of the occurrence of such damage. If Landlord does not commence repairs within thirty (30) days after its obligation to repair accrues under this section, Tenant may terminate this Lease by giving Landlord written notice at any time prior to the commencement of repairs.

15. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of its exercise ("Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession. If more than ten percent (10%) of the floor area of the Premises is taken by Condemnation or if the Condemnation prevents the continued use of the Premises by Tenant in substantially the same manner as before the Condemnation, Tenant may at its option, terminate the Lease as of the date the condemning authority takes possession or title. Tenant must exercise its option in writing

within twenty (20) days after the condemning authority takes possession or title. If Tenant does not terminate this Lease, it shall remain in full force as to the remaining Premises, except that the Rent shall be reduced in the proportion that the floor area taken bears to the total original floor area of the Premises. Any award for taking by Condemnation is the property of Landlord; provided, however Tenant is entitled to any award for loss of or damage to its trade fixtures, removable personal property and moving expenses. If this Lease is not terminated after Condemnation, Landlord shall repair any damage to the Premises caused by the Condemnation, except to the extent that Tenant was reimbursed therefore by the condemning authority.

16. **Quiet Enjoyment; Estoppel Certificates.**

16.1. Landlord's Warranty. Landlord warrants that it is the owner of the Premises and has the right to lease them to Tenant. Provided Tenant is not in default after Landlord shall have given any applicable default notice and any applicable cure period shall have expired, Landlord shall not disturb Tenant's right to quiet enjoyment of the Premises subject to the terms of this Lease.

16.2. Estoppel Certificates. Either Party shall, within twenty (20) days after notice from the other, execute and deliver to the other Party a certificate stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other Party. The certificate shall also state the amount of monthly Rent, the dates to which Rent has been paid in advance, and the amount of any security deposit or prepaid Rent. Failure to deliver the certificate within the specified time shall be conclusive on the Party from whom the certificate was requested that this Lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

17. **Defaults; Remedies.**

17.1. Defaults. Each of the following is a material default and breach of the Lease by Tenant (each, a "Default"):

(a) Default in Rent. Failure to make any required Rent or other payment as and when due, if the failure continues for a period of ten (10) days after written notice from Landlord.

(b) Default in Other Covenants. Failure to comply with any of the covenants or provisions of the Lease, other than those described in subsection 17.1(a) or (c), if the failure continues for a period of thirty (30) days after written notice thereof; provided that if such default reasonably requires more than thirty (30) days for its cure, Tenant shall not be in default if it commences to cure within the 30-day period and thereafter diligently pursues its completion.

(c) Prohibited Assignment or Subletting. A violation of Section 20.7 below.

17.2. Remedies. If any Default by Tenant occurs, Landlord may, at any time thereafter without notice or demand, do any or all of the following:

(a) Termination. Upon written notice to Tenant, terminate this Lease, and obtain possession of the Premises by any lawful means; Landlord may, subject to the requirements of Section 18.3 hereof, re-enter and take possession of and remove all persons or property, and Tenant shall immediately surrender possession of the Premises to Landlord. Landlord may recover from Tenant all damages under California Civil Code 1951.2, and the reasonable costs of recovering possession of the Premises and expenses of reletting.

(b) Maintain Tenant's Right to Possession. Maintain Tenant's right to possession and continue this Lease in force whether or not Tenant has abandoned the Premises, in which event Landlord shall be entitled to enforce all of its rights and remedies under this Lease, including the right to recover Rent as it becomes due.

(c) Remedies Cumulative. The foregoing remedies shall be cumulative to the extent permitted by law, and shall be in addition to any other remedy available to Landlord by law.

17.3. Landlord Default. Landlord shall not be in default unless it has failed to make a payment due Tenant within ten (10) days after written notice from Tenant of the failure, or has failed to comply with any of the other covenants or provisions of the Lease and the failure continues for a period of thirty (30) days after written notice thereof; provided that if such default reasonably requires more than thirty (30) days for its cure, Tenant shall not be in default if it commences to cure within the 30-day period and thereafter diligently pursues its completion.

18. **Surrender at Expiration.**

18.1. Condition of Premises. On expiration or earlier termination of the Lease, Tenant shall surrender the Premises in the same condition as received, subject to ordinary wear and tear, damage by casualty or condemnation and repairs which are Landlord's responsibility hereunder.

18.2. Holdover. If Tenant continues to occupy the Premises after the expiration or earlier termination of the Term (including failing to remove all personal property and/or drugs), without any express written agreement with Landlord as to such occupancy, then such holding over will be considered as a tenancy-at-will subject to all terms and conditions of this Agreement, except that the Rent shall be two hundred percent (200%) of the Rent in effect upon the expiration or earlier termination of the Term.

19. **Brokers.** Each of Landlord and Tenant warrants to the other that it has had no dealings with any real estate broker or agents in connection with the negotiation of the Lease, and it knows of no real estate broker or agent entitled to a commission in connection with the Lease. Each of Landlord and Tenant agrees to indemnify and hold the other harmless from any claim, loss, cost, liability, or expense incurred by the other as a result of any claim or assertion by any broker or agent on the basis of any arrangements or agreements made by or on behalf of indemnifying Party.

20. **General Provisions.**

20.1. Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall not affect the validity of any other provision.

20.2. Time of Essence. Time is of the essence of this Lease.

20.3. Entire Agreement. This Lease and the PSA constitute the entire agreement of the Parties hereto with respect to the subject matter contemplated hereby and thereby and supersede all previous and contemporaneous oral or written negotiations, agreements, arrangements, and understandings relating to the subject matter hereof and thereof.

20.4. Notices. Any notice given under this Lease shall be in writing and may be given by reputable overnight messenger service, or by certified mail, postage prepaid, addressed to Tenant or to Landlord at their addresses set forth below. Either Party may, by notice under this subsection, change its address for notice purposes. Notices sent by overnight messenger delivery are considered received on the next business day. Mailed notices are considered received three (3) days after deposit in the mail.

Tenant:

Genoa Healthcare
707 S. Grady Way, Suite 700
Renton, WA 98057
Attn: General Counsel

Landlord:

Tri-City Mental Health Authority
1717 North Indian Hill Boulevard
Suite B
Claremont, CA 91711
Attn: Executive Director

20.5. Waiver. Waiver by either Party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the Party's right to require strict performance of the same provision in the future or of any other provision. No waiver shall be enforced except if set forth in writing and signed by the Party against whom such waiver is asserted.

20.6. Binding Effect. Subject to the provisions restricting assignment or subletting, this Lease binds and benefits the Parties and their respective successors and assigns.

20.7. Assignment and Subletting. Tenant shall not assign, sublet, convey or transfer this Lease or any interest therein without the prior written consent of Landlord, in its sole and absolute discretion.

20.8. Authority. Each individual executing this Lease on behalf of an entity represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the entity, in accordance with duly adopted resolutions or such entity's governing documents, and that this Lease is binding upon that entity in accordance with its terms.

20.9. Attorneys' Fees. If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing Party shall be entitled to recover, in addition to costs, attorney fees.

20.10. Relationship of Parties. For the purpose of this Lease, the relationship of the Parties hereto is strictly that of landlord and tenant. Landlord has no interest in Tenant's enterprise and this Lease cannot be construed as a joint venture or partnership. Except as otherwise set forth in this Lease or in the PSA, neither Landlord nor Tenant is an agent or representative of the other for any purpose.

20.11. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed an original. Electronic signatures shall be valid as originals.

20.12. Governing Law. The validity of this Lease, the interpretation of the rights and duties of the Parties hereunder, and the construction of the terms hereof shall be governed in accordance with the internal laws of the state in which the Premises are situated.

IN WITNESS WHEREOF, the Parties have executed the Lease on the dates specified below their respective signatures below:

LANDLORD:

Tri-City Mental Health Authority

By: _____

Its: Executive Director



TENANT:

Genoa Healthcare, LLC

By: _____

Its: Chief Executive Officer

EXHIBIT A

DESCRIPTION OF PREMISES

(See attached diagram.)

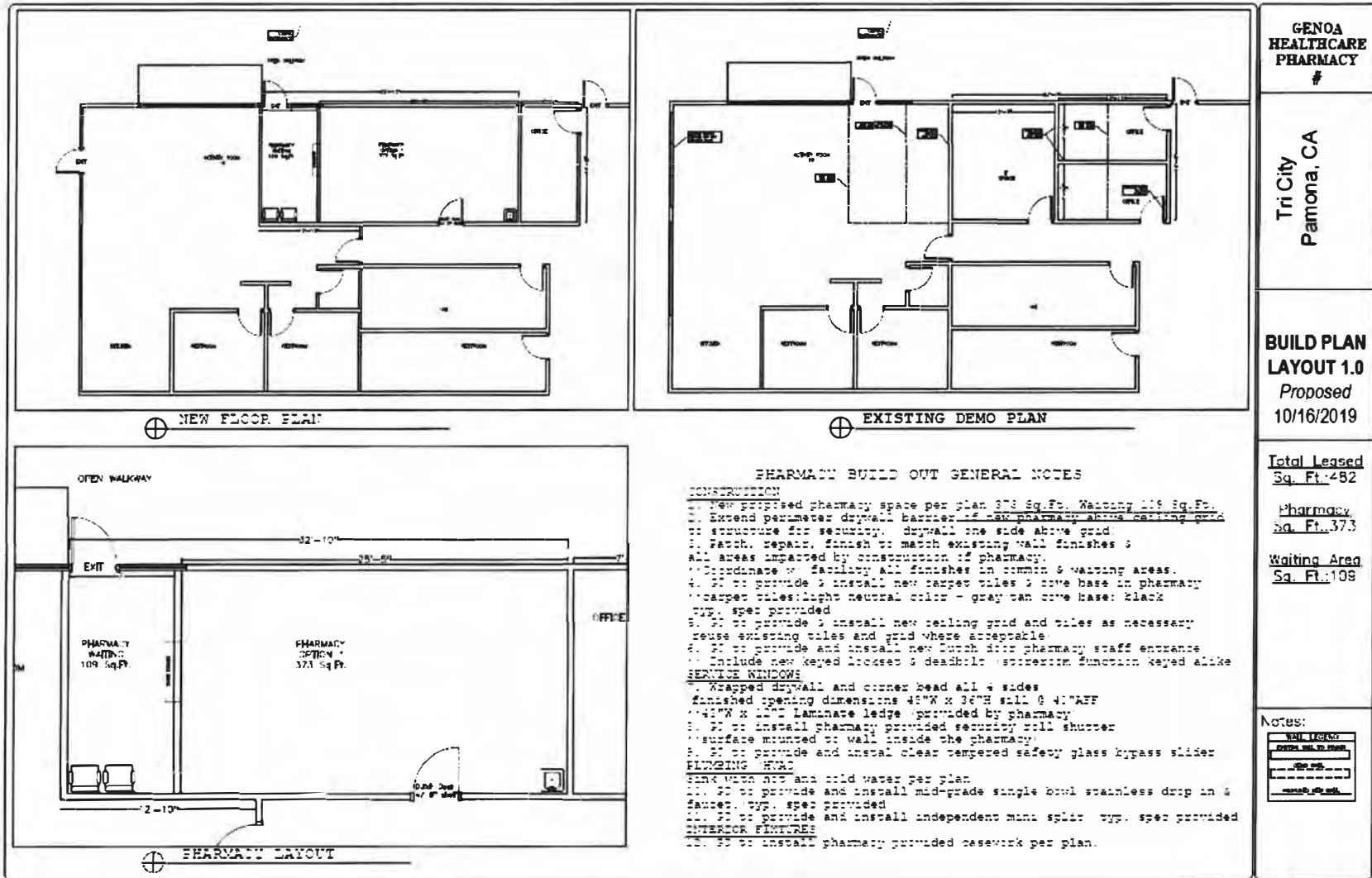


EXHIBIT B

INITIAL TENANT IMPROVEMENTS TO PREMISES

- Create lobby access
- Build counter space
- Extend phone and electrical as required
- Extend plumbing as required or acquire Board of Pharmacy variance
- Add security system or extend current security system to conform to Board of Pharmacy requirements
- Acquire necessary building permits

See attached Site Plan.

PROFESSIONAL SERVICES AGREEMENT

Between

TRI-CITY MENTAL HEALTH AUTHORITY

And

GENOA HEALTHCARE, LLC

This Professional Services Agreement (the "Agreement") is made as of July 1, 2021 (the "Effective Date"), by and between **Tri-City Mental Health Authority**, a joint powers agency organized under the laws of the State of California ("TCMHA") and **Genoa Healthcare, LLC**, a Pennsylvania limited liability company ("Contractor") (each a "Party" and collectively, the "Parties").

RECITALS

A. TCMHA's administrative office is located at 1717 North Indian Hill Boulevard, Suite B, Claremont, CA 91711 and provides professional behavioral and mental health services at 2008 North Garey Avenue, Pomona, California 91767 (the "Facility") among other locations.

B. Contractor is engaged in the business of establishing and providing pharmacy and related services at various healthcare facilities.

C. Contractor desires to provide such services as described in Exhibit A attached hereto and incorporated herein (the "Contractor Services") to TCMHA; and TCMHA desires that Contractor provide the Contractor Services.

D. TCMHA and Contractor have negotiated this Agreement at arm's length and have entered into a lease agreement (the "Lease") of even date hereof, or shall enter into the Lease as otherwise permitted in this Agreement, also negotiated at arm's length and at fair market value, pursuant to which Contractor is leasing the Premises (as defined in the Lease) from TCMHA in which Contractor shall perform the Contractor Services.

E. The Parties wish to set forth the terms and conditions upon which Contractor shall provide the Contractor Services as more specifically described herein.

NOW, THEREFORE, in consideration of the recitals and mutual covenants, agreements, and promises contained herein, the Parties hereby agree to incorporate the foregoing recitals as if fully rewritten in this Agreement and further agree as follows:

1. Obligations of Contractor.

1.1 Duties. Contractor shall provide the Contractor Services to TCMHA clients.

ATTACHMENT 13-C

1.2 Standard of Practice. Contractor and Contractor's employees and independent contractors ("Contractor Personnel") shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Contractor Services.

1.3 Data Security. Contractor shall implement reasonable security measures, systems, and procedures designed to protect against anticipated threats or hazards to the security or integrity of TCMHA's client data information.

1.4 Audits. The Contractor shall maintain accounts and records, including all working papers, personnel, property, and financial records, and such other adequate records as may be deemed necessary by TCMHA to identify and account for all costs pertaining to the services under this Agreement to assure proper accounting for all 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 the term of the Agreement and a minimum of two (2) years thereafter, unless Contractor is notified in writing by Tri-City of the need to extend the retention period.

2. Obligations of TCMHA.

2.1 Reservation. TCMHA and Contractor acknowledge and agree that TCMHA's clients are free to utilize the pharmacy or pharmacies of their choice for the fulfillment of prescriptions written by TCMHA staff. However, TCMHA believes that Contractor provides a superior level of pharmacy care for TCMHA's clients and therefore uses Contractor for pharmacy services where TCMHA clients express that they have no pharmacy preference.

2.2 Data. Upon execution of this Agreement, TCMHA shall complete the Clinic Modeling Tool ("CMT") provided by Contractor in order to enable Contractor to evaluate the medication needs of the population served by TCMHA. TCMHA agrees, on an annual basis thereafter, or as otherwise reasonably requested by Contractor, to complete an updated CMT for submission to Contractor. Further, TCMHA shall program Contractor as the first selection in any e-prescribing or drop down boxes related to pharmacy selection, in accordance with the electronic medical record system or other electronic prescribing system utilized by TCMHA.

2.3 Ownership of Data. TCMHA's client data is the property of TCMHA.

2.4 Covenant. TCMHA promises that during the term of this Agreement TCMHA will not enter into any agreement with a party who provides on-site pharmacy services that are substantially the same as the Contractor Services. The Parties hereby acknowledge and agree that the violation of this restrictive covenant will severely damage Contractor's business. Therefore, the Parties agree that Contractor is entitled to injunctive relief against TCMHA upon any breach of this covenant, without the necessity of posting any bond in cash or otherwise.

2.5 Media. TCMHA agrees that Contractor shall have editorial review on any press and/or media releases of any kind, either written or verbal, that reference Contractor. Contractor agrees that TCMHA shall have editorial review on any press and/or media releases of any kind, either written or verbal, that reference TCMHA.

3. Contingency of Services and Lease. The Parties agree that execution of this Agreement is contingent upon execution of the Lease, and it is the intent of the Parties that this Agreement and the Lease be executed simultaneously. In the event the Parties cannot execute this Agreement and the Lease simultaneously, then this Agreement and the Lease shall be void and unenforceable, and the Parties shall be released from any and all liabilities and obligations hereunder and thereunder, unless this Agreement and the Lease are executed within two (2) days of the execution of the other.

4. Term. Subject to the termination provisions set forth in Section 11 of this Agreement, the term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years (the “Initial Term”) and shall be coterminous with the term of the Lease. If the Lease has not been terminated as provided in Section 11 of this Agreement by the end of the Initial Term or by the end of any Renewal Term, as defined herein, or allowed to expire by either Party at the end of such Term or Renewal Term, then this Agreement shall automatically renew for an additional two (2) year term (each a “Renewal Term”, and collectively with the Initial Term, the “Term”) immediately following the end of the then expiring term under the same terms and conditions set forth herein.

5. Relationship of the Parties. Except as otherwise set forth in this Agreement, the relationship created by this Agreement between TCMHA and the Contractor is solely one of independent contractors and nothing in this Agreement shall be construed or deemed to create any other relationship between TCMHA and Contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of TCMHA without the express written consent of TCMHA. Neither TCMHA nor any of his agents shall have any control of 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 TCMHA.

6. Compliance with Applicable Law.

6.1 General Compliance. TCMHA and Contractor shall comply with all applicable state and federal laws, including, without limitation, all applicable nondiscrimination, worker’s compensation, occupational disease, and occupational health and safety laws, statutes, regulations, and ordinances, including, without limitation, the federal Occupational Safety and Health Act, the Americans with Disabilities Act, the Social Security Act, and any laws relating to the environment or to hazardous materials or substances as defined in such laws, as any or all of the same may be amended or supplemented from time to time (and with any and all laws enacted to replace or succeed such laws).

6.2 Compliance with Healthcare Laws. TCMHA and Contractor hereby covenant that in performing their respective obligations under this Agreement, they will, and will cause their respective Affiliates to, comply in all material respects with all applicable statutes, regulations, rules, orders, ordinances and other laws of any governmental entity to which this Agreement, the parties’ obligations under this Agreement, and the obligations of their respective Affiliates contemplated by this Agreement, are subject with respect to healthcare regulatory matters (including, without limitation, Sections 1128, 1128A and 1128B(b) of the Social Security Act, as amended, 42 U.S.C. § § 1320a-7, 1320a-7a and 1320a-7b(b), commonly referred

to as the "Medicare and Medicaid Exclusion Statute," the "Civil Money Penalties Statute," and the "Federal Anti-Kickback Statute," respectively, and 31 U.S.C. § 3729, as amended, the statute commonly referred to as the "Federal False Claims Act," and all statutes and regulations related to the possession, distribution, maintenance and documentation of controlled substances) ("Healthcare Laws"). TCMHA and Contractor hereby represent and warrant that, to their best knowledge, no circumstances currently exist which can reasonably be expected to result in material violations of any Healthcare Law by either party in connection with, or which can reasonably be expected to affect, their respective performance under this Agreement.

6.3 HIPAA Compliance. In connection with the provision of the Contractor Services under this Agreement, TCMHA and Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Rules").

6.4 Business Associate Agreement. To the extent necessary, TCMHA will furnish Protected Health Information (PHI) to Contractor (Business Associate) in accordance with all applicable legal requirements to allow Contractor to provide pharmacy and related services at TCMHA's facility. Contractor is required to appropriately safeguard the PHI disclosed to it. In accordance with TCMHA's policies and procedures, Contractor will sign a *Business Associate Agreement*, incorporated herein as 'Exhibit D', accepting liability for any breach of ePHI or PHI.

6.5 Contractor Attestation. Also in accordance with TCMHA's policies and procedures, TCMHA 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. TCMHA 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 Neither It Nor Any Of Its Staff Members Are Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program*, incorporated herein as 'Exhibit E'.

7. Indemnification and Hold Harmless. Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and such other Party's shareholders, directors, members, managers, officers, employees, agents and representatives (the "Indemnified Party"), from any third-party liability, damage, loss, cost, including reasonable attorneys' fees, claim, demand, action or judgment to the extent arising from any breach or failure to perform by the Indemnifying Party of any of its duties or obligations under this Agreement. Except with respect to indemnity for damages arising from third-party claims as provided herein, neither Party shall have any liability to the other for special, incidental or consequential damages under this Agreement. This indemnification obligation shall survive the expiration or termination of this Agreement.

8. Liability Insurance. Coverage. Contractor shall maintain professional liability insurance covering Contractor's performance of Contractor Services under this Agreement in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate annually.

8.2 Evidence of Coverage. As evidence that Contractor has obtained the insurance coverage required by this Agreement, Contractor shall furnish a certificate of insurance to TCMHA within a reasonable period of time following receipt of a written request from TCMHA.

8.3 General Liability Insurance. TCMHA shall maintain general commercial liability insurance to cover claims of persons and/or injuries or damages that do not arise out of the Contractor Services provided by Contractor.

9. Confidentiality. Confidential Information. TCMHA and Contractor shall not disclose, orally or in writing, to any person other than their respective members, shareholders, directors, managers, officers, employees, agents, advisors or affiliates (collectively, the "Representatives"), or as required under applicable law, any confidential or proprietary information, knowledge or data concerning the business, affairs, operations, secrets, dealings, or finances of the other Party furnished directly or indirectly by such other Party (collectively, the "Confidential Information") without the prior written consent of the other Party. As used in this Agreement, Confidential Information does not include any information which: (i) at the time of disclosure is generally available to and known by the public (other than as a result of disclosure directly or indirectly by the receiving Party); (ii) was available to either Party on a non-confidential basis from a source other than a Party to this Agreement, provided that such source is not and was not bound by a confidentiality agreement with the Party hereto; (iii) has been independently acquired or developed by either Party without violating any of the obligations hereunder; or (iv) such disclosure is required by law, including the California Public Records Act.

9.2 The obligations and covenants of Section 9.1 of this Agreement shall survive termination or expiration of this Agreement for a period of three years.

9.3 Upon termination of this Agreement, Contractor shall safeguard and not destroy any TCMHA's clients data, whether or not of confidential nature, and shall immediately deliver all work product and/or clients data to TCMHA that is the property of TCMHA, excluding the prescription records of the Patients.

10. Consideration. TCMHA shall pay Contractor consultant pharmacy fees as set forth on Exhibit B, attached hereto and incorporated herein, if Contractor receives a written request from TCMHA for consultant pharmacy services listed under Exhibit C, attached hereto and incorporated herein. Commencing forty-five (45) days before the expiration of the Initial Term and of each subsequent Renewal Term, Contractor and TCMHA shall renegotiate such consultant pharmacy fees for the forthcoming Renewal Term. The Parties acknowledge and agree that such consideration, which is derived from the values of personnel salaries, benefits, direct costs, and overhead attributable to such Contractor Services, represents fair market value payment for the Contractor Services.

10.2 Invoice and Payment. Contractor shall submit to TCMHA, by the tenth (10th) day of the month, an invoice for the preceding month's consultant pharmacy services. TCMHA

shall pay within thirty (30) days following receipt of invoice and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional/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.

11. Termination.Termination of Lease. Upon expiration or termination of the Lease for any reason, Contractor shall have the right to terminate this Agreement upon written notice to TCMHA specifying the date of such termination.

11.2 Termination without Cause. Either Party may terminate this Agreement at any time during the Initial Term or any Renewal Term, without cause or penalty, upon one hundred twenty (120) days prior written notice to the other Party; provided however, if this Agreement is terminated by either Party within the first year of the Initial Term, the Parties shall not enter into any replacement agreement or similar agreement or arrangement with each other until after the one year anniversary of date the Agreement was executed.

11.3 Termination for Cause. If either Party commits a material breach of this Agreement, the non-breaching Party may, in its sole discretion, terminate this Agreement by giving written notice to the breaching Party at least thirty (30) days prior to such termination, which notice shall state with particularity the grounds for termination. If the breaching Party does not cure the breach within the thirty (30) days specified in the notice, the non-breaching Party may terminate this Agreement immediately.

12. Records Disclosure. This Agreement is subject to regulations promulgated by the Center for Medicare and Medicaid Services implementing § 952 of the Omnibus Reconciliation Act of 1980, codified at 42 U.S.C. § 1395x(v)(1)(I). Each Party agrees that, until the expiration of four (4) years after the furnishing of the Contractor Services pursuant to this Agreement, to make available upon written request, to the Secretary of Health and Human Services (the "Secretary") or, upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement, and all books, documents, and records that are necessary to verify the nature and extent of the costs of such Contractor Services. If either Party carries out any of the duties hereunder through a subcontract with a related organization, having a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that, until the expiration of four (4) years after the furnishing of such Contractor Services pursuant to such subcontract, the related organization shall make available, upon written request, to the Secretary, or, upon request, to the Comptroller General, or any of their duly authorized representatives, the subcontract and the books, documents, and records of such organization that are necessary to verify the nature and extent of the costs of such Contractor Services.

13. Dispute Resolution. In the event of any arbitral dispute, controversy or claim arising out of or in connection with this Agreement, including any questions regarding its existence, enforceability, interpretation or validity, the Parties shall meet and confer in good faith to attempt to resolve such dispute, controversy or claim without initiating an adversarial proceeding. The Parties acknowledge that mediation usually helps Parties to settle their dispute. Therefore, any Party may propose mediation whenever appropriate through any mediation process or mediator

as the Parties may agree. The fees and expenses of the mediation shall be borne equally by the Parties.

14. Miscellaneous. Entire Agreement. This Agreement, with the exhibits attached hereto, contains the entire agreement of the Parties hereto with respect to the subject matter of this Agreement and supersedes all contemporaneous and prior agreements, contracts, and understandings whether written or oral, between the Parties relating to the subject matter of this Agreement. All exhibits attached hereto shall be deemed incorporated into, and made a part of, this Agreement.

14.2 Amendment. This Agreement may be amended or modified only by a written agreement signed by the Parties or their duly authorized representatives.

14.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original hereof.

14.4 Severability. The provisions of this Agreement are independent of and separate from each other. In the event any provisions of this Agreement are found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement shall remain in full force and effect and such invalid or unenforceable provision shall be enforced to the fullest extent permitted by applicable law.

14.5 Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California.

14.6 Waiver. A waiver shall only be effective if in writing and signed by the Party against whom such waiver is asserted. The waiver by any of the Parties of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

14.7 Notices. All notices, requests, demands and other communications given hereunder shall be in writing and shall be deemed to have been duly given when (i) delivered personally; (ii) when deposited in the United States mail as registered or certified mail, postage prepaid, return receipt requested, on the third (3rd) business day after mailing; (iii) if telecopied, on the next business day after written confirmation of such telecopy; or (iv) if delivered by reputable overnight national courier service, on the next business day after delivery to such courier service, to the following addresses:

Tri-City Mental Health Authority
Attention:
Antonette Navarro, Executive Director
1717 North Indian Hill Boulevard
Suite B
Claremont, CA 91711

Genoa Healthcare, LLC
Attention:
General Counsel
707 S. Grady Way
Suite 700
Renton, WA 98057
Phone: 253-218-0830
Fax: 253-218-0835

Either Party may change the address to which notices are to be sent to the other Party by giving notice in the manner provided herein.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date.

**TRI-CITY MENTAL HEALTH
AUTHORITY**

GENOA HEALTHCARE, LLC

By: _____
Antonette Navarro, Executive Director

By:  _____
Joseph Douglas, Chief Executive Officer

Attest:

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

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

By: _____
Darold Pieper, General Counsel

EXHIBIT A

List of Contractor Services

1. Contractor shall provide pharmacy services to TCMHA clients.
2. Contractor Services shall be implemented according to an implementation schedule and, therefore, all services may not be available immediately. The management of special programs, such as sample management or Patient Assistance Program management, or other indigent care programs will be available, if applicable, approximately 90 days after the first prescription is filled.
3. Contractor shall provide duly qualified and licensed pharmacists (the "Pharmacists") as reasonably necessary to operate the Pharmacy on a day-to-day basis as determined by Contractor in Contractor's sole discretion.
 - a. Contractor shall follow, and shall ensure that the Pharmacists follow, all state of California policies and procedures.
 - b. Contractor Services shall include, but shall not be limited to:
 - i. dispensing medications in accordance with prescriptions written by licensed practitioners;
 - ii. billing clients and third party payors for medications dispensed;
 - iii. acting as liaison with pharmaceutical representatives;
 - iv. consulting with TCMHA staff and TCMHA clients' medical charts as needed regarding clients' questions and concerns related to medications prescribed;
 - v. maintenance and retention of Contractor-owned records pertinent to this Agreement pursuant to applicable regulatory retention standards;
 - vi. purchasing all supplies reasonably needed to operate the pharmacy as determined by Contractor in Contractor's discretion;
 - vii. disposal of medications, excluding controlled substances, in accordance with applicable laws and regulations;
 - viii. complete, or assist in the completion of, requests for medication prior authorization from third-party payors;
 - ix. assist TCMHA in maintaining a perpetual inventory of TCMHA's sample medications;

- x. to the extent permitted by the California Board of Pharmacy, serve as TCMHA's agent, and as the agent for the properly authorized prescribers, in connection with the storage and dispensing of sample medications and the administration of PAP;
 - xi. for sites requiring Medication Administration Records ("MAR"), Contractor would provide the documents monthly or weekly depending on the need (additional fee may apply);
 - xii. administering TCMHA's PAP and, if applicable, State Indigent Drug Program ("IDP") (additional fee applies; see Exhibit B to this Agreement);
 - 1. Contractor shall complete applications for admission to the programs, submit the applications to pharmaceutical companies for approval, check in the medications received, and dispense medications received through such programs to qualified clients; and
 - xiii. provide consultant pharmacist services as specified in Exhibit C, attached hereto and incorporated into this Agreement, subject to the fee schedule in Exhibit B to this Agreement.
- c. Contractor shall provide the Contractor Services on a schedule to be mutually agreed upon by the Parties.

EXHIBIT B

Fees

1) **Consulting Pharmacist Fees:**

- a) Contractor shall bill TCMHA for consultant pharmacist services at a rate of \$75.00 per hour. Charges shall include time spent by the pharmacist preparing reports, inspecting facilities, attending meetings, collecting information, and developing policies for TCMHA. Contractor shall not bill TCMHA for the consultant pharmacist's periodic telephone consultations. Except as otherwise set forth in this Agreement, these rates may be adjusted annually by Contractor, but not by more than 5% per year without renegotiation.

- b) There are no separate fees for consulting with TCMHA staff or individual clients about medications.

EXHIBIT C

Pharmacy Consultant Services

Contractor shall at the written request of TCMHA:

- a. Provide a consultant pharmacist to participate and implement the decisions of the TCMHA's Pharmacy & Therapeutics Committee.
- b. Provide a consultant pharmacist to review of issues related to the procurement, receipt storage, ordering, dispensing, and administration of medications within the TCMHA.
- c. Provide a consultant pharmacist to institute and maintain a Pharmacy Quality Improvement Program consistent with applicable Joint Commission standards.
- d. Provide a consulting pharmacist to conduct Pharmacy In-service Education based on needs of the TCMHA staff, and problems identified through quality improvement activities, and other sources, as applicable.
- e. Provide a consultant pharmacist to perform quarterly inspections of medication storage in residential programs.
- f. Provide a consultant pharmacist to aid in the review and implementation of TCMHA's Drug Formulary, recommending medications based on effectiveness, risks and acquisition cost and cost-impact.
- g. Provide a consulting pharmacist to establish guidelines to identify and correct incidences of poly-pharmacy.

EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (“**BAA**”) is made as of this 16th day of June, 2021 (the “**Effective Date**”) by and between TRI-CITY MENTAL HEALTH AUTHORITY, a Covered Entity (“**Covered Entity**” or “**CE**”) and GENOA HEALTHCARE, LLC (“**Business Associate**” or “**BA**”) (each a “**party**” and, collectively, the “**parties**”).

RECITALS

A. CE is a “covered entity” under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“**HIPAA**”) and, as such, must enter into so-called “business associate” contracts with certain contractors that may have access to certain consumer medical information.

B. Pursuant to the terms of one or more agreements between the parties, whether oral or in writing, (collectively, the “**Agreement**”), BA shall provide certain services to CE. To facilitate BA’s provision of such services, CE wishes to disclose certain information to BA, some of which may constitute Protected Health Information (“**PHI**”) (defined below).

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“**HITECH Act**”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“**HIPAA Regulations**”) and other applicable laws, including without limitation state patient privacy laws (including the Lanterman-Petris-Short Act), as such laws may be amended from time to time. This BAA shall be governed by and construed in accordance with the laws of the State of California.

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI (defined below), as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“**C.F.R.**”) and contained in this BAA.

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, CE and BA agree as follows:

AGREEMENT

I. Definitions.

A. Breach shall have the meaning given to such term under 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

B. Business Associate shall have the meaning given to such term under 42 U.S.C. § 17921 and 45 C.F.R. § 160.103.

C. Consumer is an individual who is requesting or receiving mental health services and/or has received services in the past. Any consumer certified as eligible under the Medi-Cal program according to Title 22, Section 51001 is also known as a beneficiary.

D. Covered Entity shall have the meaning given to such term under 45 C.F.R. § 160.103.

E. Data Aggregation shall have the meaning given to such term under 45 C.F.R. § 164.501.

F. Designated Record Set shall have the meaning given to such term 45 C.F.R. § 164.501.

G. Electronic Protected Health Information or EPHI means Protected Health Information that is maintained in or transmitted by electronic media.

H. Electronic Health Record shall have the meaning given to such term under 42 U.S.C. § 17921(5).

I. Health Care Operations shall have the meaning given to such term under 45 C.F.R. § 164.501.

J. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

K. Protected Health Information or PHI means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under 45 C.F.R. § 160.103. Protected Health Information includes Electronic Protected Health Information.

L. Protected Information shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

M. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

N. Subcontractor shall mean a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate, pursuant to 45 C.F.R. § 160.103.

O. Unsecured PHI shall have the meaning given to such term under 42 U.S.C. § 17932(h), 45 C.F.R. § 164.402 and guidance issued pursuant to the HITECH Act including, but not limited to that issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009), by the Secretary of the U.S. Department of Health and Human Services ("Secretary").

II. Obligations of Business Associate.

A. Permitted Access, Use or Disclosure. BA shall neither permit the unauthorized or unlawful access to, nor use or disclose, PHI other than as permitted or required by the Agreement, this BAA, or as required by law, including but not limited to the Privacy Rule. To the extent that BA carries out CE's obligations under the Privacy Rule, BA shall comply with the requirements of the Privacy Rule that apply to CE in the performance of such obligations. Except as otherwise limited in the Agreement, this BAA, or the Privacy Rule or Security Rule, BA may access, use, or disclose PHI (i) to perform its services as specified in the Agreement; and (ii) for the proper administration of BA, provided that such access, use, or disclosure would not violate HIPAA, the HITECH Act, the HIPAA Regulations, or applicable state law if done or maintained by CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) agreement from such third party to promptly notify BA of any Breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such Breach.

B. Prohibited Uses and Disclosures. Notwithstanding any other provision in this BAA, BA shall comply with the following requirements: (i) BA shall not use or disclose Protected Information for fundraising or marketing purposes, except as provided under the Agreement and consistent with the requirements of the HITECH Act, the HIPAA Regulations, and applicable state law, including but not limited to 42 U.S.C. § 17936, 45 C.F.R. § 164.508, and 45 C.F.R. § 164.514(f); (ii) BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, 42 U.S.C. § 17935(a); 45 C.F.R. § 164.522(a); (iii) BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2); 45 C.F.R. § 164.502(a)(5); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

C. Appropriate Safeguards. BA shall comply, where applicable, with the HIPAA Security Rule, including but not limited to 45 C.F.R. §§ 164.308, 164.310, and 164.312 and the policies and procedures and documentation requirements set forth in 45 C.F.R. § 164.316, and shall implement appropriate safeguards designed to prevent the access, use or disclosure of Protected Information other than as permitted by the Agreement or this BAA. BA shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI.

D. Reporting of Improper Access, Use, or Disclosure.

1. Generally. BA shall provide an initial telephone report to CE's Compliance Contact within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized access, use, or disclosure of PHI of which BA becomes aware and/or any actual or suspected access, use, or disclosure of data in violation of the Agreement, this BAA, or any applicable federal or state laws or regulations, including, for the avoidance of doubt, any Security Incident (as defined in 45 C.F.R. § 164.304). BA shall take (i) prompt corrective action to cure any deficiencies in its policies and procedures that may have led to the

incident, and (ii) any action pertaining to such unauthorized access, use, or disclosure required of BA by applicable federal and state laws and regulations.

2. Breaches of Unsecured PHI. Without limiting the generality of the reporting requirements set forth in Section D(1), BA shall report to CE any use or disclosure of the information not permitted by this BAA, including any Breach of Unsecured PHI pursuant to 45 C.F.R. § 164.410. Following the discovery of any Breach of Unsecured PHI, BA shall notify CE in writing of such Breach without unreasonable delay and in no case later than three (3) days after discovery. The notice shall include the following information if known (or can be reasonably obtained) by BA: (i) contact information for the individuals who were or who may have been impacted by the Breach (*e.g.*, first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the Breach, including the date of the Breach and date of discovery (as defined in 42 U.S.C. § 17932(c)); (iii) a description of the types of Unsecured PHI involved in the Breach (*e.g.*, names, social security numbers, date of birth, addresses, account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the BA has done or is doing to investigate the Breach and to mitigate harm to the individuals impacted by the Breach; (v) any other available information that CE is required to include in notification to the individual under 45 C.F.R. § 164.404.

3. Mitigation. BA shall establish and maintain safeguards to mitigate, to the extent practicable, any deleterious effects known to BA of any unauthorized or unlawful access or use or disclosure of PHI not authorized by the Agreement, this BAA, or applicable federal or state laws or regulations; provided, however, that such mitigation efforts by BA shall not require BA to bear the costs of notifying individuals impacted by such unauthorized or unlawful access, use, or disclosure of PHI, unless (i) otherwise agreed in writing by the parties, (2) BA bears responsibility for the unauthorized or unlawful access or use or disclosure of PHI, or (3) required by applicable federal or state laws or regulations; provided, further, however, that BA shall remain fully responsible for all aspects of its reporting duties to CE under Section D(1) and Section D(2).

E. Business Associate's Subcontractors and Agents. BA shall ensure that any agents or Subcontractors to whom it provides Protected Information agree to the same restrictions and conditions that apply to BA with respect to such PHI. To the extent that BA creates, maintains, receives or transmits EPHI on behalf of the CE, BA shall ensure that any of BA's agents or Subcontractors to whom it provides Protected Information agree to implement the safeguards required by Section C above with respect to such EPHI.

F. Access to Protected Information. To the extent BA maintains a Designated Record Set on behalf of the CE, BA shall make Protected Information maintained by BA or its agents or Subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. § 17935(e).

G. Amendment of PHI. To the extent BA maintains a Designated Record Set on behalf of CE, within ten (10) days of receipt of a request from the CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA

or its agents or Subcontractors shall make PHI available to CE so that CE may make any amendments that CE directs or agrees to in accordance with the Privacy Rule.

H. Accounting Rights. Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or Subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and its obligations under the HITECH Act, including but not limited to 42 U.S.C. § 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or Subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include, to the extent known to BA: (i) the date of the disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. The accounting must be provided without cost to the individual or the requesting party if it is the first accounting requested by such individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, BA may charge the individual or party requesting the accounting a reasonable cost-based fee in responding to the request, to the extent permitted by applicable law, so long as BA informs the individual or requesting party in advance of the fee and the individual or requesting party is afforded an opportunity to withdraw or modify the request. BA shall notify CE within five (5) business days of receipt of any request by an individual or other requesting party for an accounting of disclosures. The provisions of this Section H shall survive the termination of this BAA.

I. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary for purposes of determining BA's compliance with the Privacy Rule. BA shall immediately notify CE of any requests made by the Secretary and provide CE with copies of any documents produced in response to such request.

J. Minimum Necessary. BA (and its agents or Subcontractors) shall request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Because the definition of "minimum necessary" is in flux, BA shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary." Notwithstanding the foregoing, BA must limit its (and its agents or Subcontractors) uses and disclosures of Protected Information to be consistent with CE's minimum necessary policies and procedures as furnished to BA.

K. Permissible Requests by Covered Entity. CE shall not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA or the HITECH Act if done by CE or BA. CE shall not direct BA to act in a manner that would not be compliant with the Security Rule, the Privacy Rule, or the HITECH Act.

L. Breach Pattern or Practice. If CE knows of a pattern of activity or practice of the BA that constitutes a material breach or violation of BA's obligations under this BAA or other arrangement, CE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, CE must terminate the applicable Agreement to which the breach and/or violation relates if feasible. If BA knows of a pattern of activity or practice of an agent or Subcontractor that constitutes a material breach or violation of the agent or Subcontractor's obligations under its BAA or other arrangement with BA, BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BA must terminate the applicable agreement to which the breach and/or violation relates if feasible.

III. Indemnification; Limitation of Liability. To the extent permitted by law, BA shall indemnify, defend and hold harmless CE from any and all liability, claim, lawsuit, injury, loss, expense or damage resulting from or relating to the acts or omissions of BA or its agents, Subcontractors or employees in connection with the representations, duties and obligations of BA under this Agreement. Any limitation of liability contained in the applicable Agreement shall not apply to the indemnification requirement of this provision. This provision shall survive the termination of this BAA.

IV. Business Associate's Insurance. BA shall obtain insurance for itself and all its employees, agents and independent contractors in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate of Commercial General Liability insurance and Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate of Errors and Omissions insurance. The Errors and Omissions insurance shall cover, among other things, Breaches. If the general liability or the errors and omissions insurance do not cover, among other things, Breaches, Business Associate should also carry Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate of Cyber/Privacy insurance that covers, among other things, Breaches. BA shall provide CE with certificates of insurance or other written evidence of the insurance policy or policies required herein prior to execution of this BAA (or as shortly thereafter as is practicable) and as of each annual renewal of such insurance policies during the period of such coverage. Further, in the event of any modification, termination, expiration, non-renewal or cancellation of any of such insurance policies, BA shall give written notice thereof to CE not more than ten (10) days following BA's receipt of such notification. If BA fails to procure, maintain or pay for the insurance required under this section, CE shall have the right, but not the obligation, to obtain such insurance. In such event, BA shall promptly reimburse CE for the cost thereof upon written request, and failure to repay the same upon demand by CE shall constitute a material breach of this BAA.

V. Term and Termination.

A. Term. The term of this BAA shall be effective as of the Effective Date and shall terminate when all of the PHI provided by CE to BA, or created or received by BA on behalf of CE, is destroyed or returned to CE.

B. Termination.

1. Material Breach by BA. Upon any material breach of this BAA by BA, CE shall provide BA with written notice of such breach and such breach shall be cured by BA

within thirty (30) business days of such notice. If such breach is not cured within such time period, CE may immediately terminate this BAA and the applicable Agreement.

2. Effect of Termination. Upon termination of any of the agreements comprising the Agreement for any reason, BA shall, if feasible, return or destroy all PHI relating to such agreements that BA or its agents or Subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, BA shall continue to extend the protections of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

VI. Assistance in Litigation. BA shall make itself and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreements or this BAA available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its shareholders, directors, officers, agents or employees based upon a claim of violation of HIPAA, the HITECH Act, or other laws related to security and privacy, except where BA or its subcontractor, employee or agent is named as an adverse party.

VII. Compliance with State Law. Nothing in this BAA shall be construed to require BA to use or disclose Protected Information without a written authorization from an individual who is a subject of the Protected Information, or without written authorization from any other person, where such authorization would be required under state law for such use or disclosure.

VIII. Compliance with 42 C.F.R. Part 2. CE is also subject to the Confidentiality of Alcohol and Drug Abuse Patient Records regulations, 42 C.F.R. Part 2, which requires certain programs to enter into contracts with qualified service organizations (as defined in 42 C.F.R. § 2.11) that may have access to certain patient medical information. BA acknowledges that in receiving, storing, processing, or otherwise dealing with any Records (as defined in 42 C.F.R. Part 2) from CE, BA is fully bound by 42 C.F.R. Part 2. BA agrees to resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 C.F.R. Part 2. To the extent any provisions of 42 C.F.R. Part 2 restricting disclosure of Records are more protective of privacy rights than the provisions of this BAA, HIPAA, the HITECH Act, or other applicable laws, 42 C.F.R. Part 2 controls.

IX. Amendment to Comply with Law. Because state and federal laws relating to data security and privacy are rapidly evolving, amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. BA and CE shall take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. BA shall provide to CE satisfactory written assurance that BA will adequately safeguard all PHI. Upon the request of either party, the other party shall promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the applicable Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its reasonable discretion, deems

sufficient to satisfy the standards and requirements of applicable laws, within thirty (30) days following receipt of a written request for such amendment from CE.

X. No Third-Party Beneficiaries. Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

XI. Notices. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed as follows:

If to CE: Tri-City Mental Health Authority
1717 N. Indian Hill Blvd., Suite B
Claremont, CA 91711
Attn: Privacy Officer

If to BA: Genoa Healthcare, LLC
707 S. Grady Way, Suite 700
Renton, WA 98057
Attn: General Counsel

With a copy to: Hooper, Lundy & Bookman, P.C.
1875 Century Park East, Suite 1600
Los Angeles, CA 90067
Attn: Linda Kollar, Esq.
Fax: 310-551-8181

or to such other persons or places as either party may from time to time designate by written notice to the other.

XII. Interpretation. The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. Any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

XIII. Entire Agreement of the Parties. This BAA supersedes any and all prior and contemporaneous business associate agreements or addenda between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Each party to this BAA acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

XIV. Regulatory References. A reference in this BAA to a section of regulations means the section as in effect or as amended, and for which compliance is required.

XV. Counterparts. This BAA may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this BAA as of the BAA Effective Date.

AGREED AND ACCEPTED:

TRI-CITY MENTAL HEALTH
AUTHORITY

Name of Covered Entity

Authorized Signature

Antonette Navarro

Print Name

Executive Director

Print Title

Date

GENOA HEALTHCARE, LLC

Name of Business Associate



Authorized Signature

JOSEPH DOUGLAS

Print Name

CEO

Print Title

7/6/2021

Date

EXHIBIT E

CONTRACTOR'S ATTESTATION THAT NEITHER IT NOR ANY OF ITS STAFF MEMBERS ARE 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 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

Date Antonette Navarro, Executive Director TCMHA Executive Official's Name TCMHA Executive Official's Signature

DISTRIBUTION:

ORIGINAL Agreement File
COPIES: HR Representative
Contractor
Finance

Business Associate Agreement

In accordance with the regulations set forth in 45 C.F.R. Parts 160 and 164 issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act set forth in 42 U.S.C. § 17921 *et seq.*, **Tri-City Mental Health Authority** (“Covered Entity”) and **Genoa Healthcare, LLC** (“Business Associate”) hereby enter into this Business Associate Agreement (“Agreement”) as of July 1, 2021 (the “Effective Date”). Covered Entity and Business Associate are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Covered Entity is a “covered entity,” as defined in HIPAA.

WHEREAS, HIPAA requires covered entities to protect the privacy of “Protected Health Information” (as defined below) by entering into agreements with persons and entities providing services for covered entities that involve the use or disclosure of protected health information.

WHEREAS, Business Associate is subject to HITECH and certain HIPAA provisions.

WHEREAS, Business Associate has been engaged by Covered Entity to provide certain services on behalf of Covered Entity that involve the use or disclosure of Protected Health Information (the “Services”).

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to incorporate the forgoing recitals as rewritten herein and further agree as follows:

I. Definitions

A. *Individual.* “Individual” shall have the meaning as set forth in 45 C.F.R. §160.103, which includes without limitation, patients of Covered Entity, and a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

B. *Breach.* “Breach” shall have the meaning set forth at 45 C.F.R. §164.402.

C. *Privacy and Security Rules.* “Privacy and Security Rules” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164 and HITECH at 42 U.S.C. § 17921 *et seq.*

D. *Protected Health Information.* “Protected Health Information” or “PHI” shall have the meaning set forth at 45 C.F.R. §160.103, which includes, without limitation, information that is created or received by Covered Entity that relates to the health of, the provision of health care to, or the payment for health care of, an Individual.

E. *Required By Law.* “Required By Law” shall have the meaning set forth in 45 C.F.R. §164.103.

F. *Secretary.* “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services and his/her designee.

G. Security Incident. “Security Incident” shall mean the attempted (other than those routinely blocked by protective software/systems) or successful unauthorized use, disclosure or destruction of information or interference with system operations in an information system.

H. Security Rules. “Security Rules” shall mean the Security Standards for Protection of Electronic Protected Health Information as set forth in 45 C.F.R. Part 164, Subpart C.

I. Subcontractor. “Subcontractor” shall have the meaning set forth in 45 C.F.R. §160.103.

J. Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the meaning set forth in 45 C.F.R. §164.402.

K. Use and Disclosure. “Use” and “Disclosure” shall have the respective meanings set forth in 45 C.F.R. §164.103.

Capitalized terms used but not defined herein shall have the meanings set forth under HIPAA.

II. Scope of Agreement

The parties to this Agreement acknowledge that **Tri-City Mental Health Authority** (“Clinic”) is a “covered entity” under HIPAA with regard to its provision of treatment to individuals, and **Genoa Healthcare, LLC** (“Pharmacy”) is a “covered entity” under HIPAA with regard to its provision of pharmacy products and services (“Pharmacy Products”) to such individuals. Notwithstanding any provision to the contrary herein, this Agreement shall not apply to any PHI received by, created by, or stored by Pharmacy in furtherance of Pharmacy’s provision of Pharmacy Products to individuals, since such use of PHI by Pharmacy (as a covered entity) is HIPAA-compliant. For the sake of clarity, the parties hereby agree that information required by Pharmacy to provide Pharmacy Products, including but not limited to, the individual’s name, address, phone number, email address, prescription, and third party payer information shall not be considered PHI provided by a Covered Entity to a Business Associate for purposes of this Agreement. If Pharmacy receives or stores PHI of Clinic that is not in furtherance of Pharmacy’s provision of Pharmacy Products, such PHI shall be considered PHI provided by a Covered Entity to a Business Associate for purposes of this Agreement.

III. Obligations of Business Associate

A. Use or Disclosure of Information. Business Associate shall not Use or Disclose Protected Health Information other than as required to perform the Services or as Required By Law. Moreover, Business Associate shall at all times comply with the provisions of the Privacy and Security Rules applicable to Business Associate.

B. Safeguards. Business Associate shall employ administrative, physical and technical safeguards, and comply with Subpart C of 45 C.F.R. with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this Agreement.

C. Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

D. Reporting Breaches. Business Associate shall notify Covered Entity upon Business Associate's discovery of a Breach of Unsecured Protected Health Information within sixty (60) days of Business Associate's discovery of such Breach. Such notice shall include the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.

E. Reporting Noncompliance. Business Associate shall report to Covered Entity any Security Incident or other Use or Disclosure of Protected Health Information not expressly provided for by this Agreement within sixty (60) days of Business Associate's discovery of such Use or Disclosure.

F. Subcontractors. Business Associate may subcontract any of the Services. Business Associate shall ensure that any Subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

G. Access. To the extent applicable, within ten (10) business days of receipt of a request from Covered Entity, Business Associate shall make available Protected Health Information held by Business Associate in a Designated Record Set, or otherwise provide access to Protected Health to Covered Entity and/or the Individual in order to comply with the Individual's right to access Protected Health Information as provided in 45 C.F.R. 164.524

H. Accounting. Business Associate shall maintain and, within ten (10) business days of receipt of a request from Covered Entity, make available the information required to provide an accounting of Disclosures to the Covered Entity and/or the Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.528. If an Individual makes a request for an accounting of Disclosures directly to Business Associate, Business Associate shall forward such request to Covered Entity and provide such accounting to the Individual within ten (10) business days of receipt of the request.

I. Amendments. To the extent applicable, Business Associate shall make any amendments to Protected Health Information held by Business Associate in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of Covered Entity, within ten (10) business days of Business Associate's receipt of such request.

J. Compliance With Investigations. Business Associate shall make all internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received or maintained pursuant to this Agreement available to Covered Entity or the Secretary for purposes of determining Covered Entity's and/or Business Associate's compliance with the Privacy and Security Rules.

K. Subpoenas. Business Associate shall notify Covered Entity within ten (10) business days of Business Associate's receipt of any discovery request or subpoena for any Protected Health Information Used or Disclosed by Business Associate in the performance of the Services.

IV. Permitted Uses and Disclosures by Business Associate

A. General Use and Disclosure Provisions. Business Associate shall not Use or Disclose Protected Health Information other than as required to perform the Services or as Required By Law. Moreover Business Associate shall at all times comply with the provisions of the Privacy and Security Rules applicable to Business Associate, including the minimum necessary requirements.

B. Specific Use and Disclosure Provisions.

- a. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity except for the specific Uses and Disclosures set forth in paragraphs (b), (c), (d) and (e) below.
- b. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- c. Except as otherwise limited in this Agreement, Business Associate may Disclose Protected Health Information for the proper management and administration of Business Associate, provided that Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
- d. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).
- e. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

V. Obligations of Covered Entity.

A. Compliance with HIPAA and HITECH. Covered Entity agrees to fully comply with the requirements under HIPAA and HITECH including the Security Rules, and shall require every agent, employee, subsidiary, affiliate of Covered Entity to fully comply with HIPAA and HITECH, and will be bound by written agreement to the same restrictions and terms and conditions throughout the term of this Agreement.

B. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices under 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.

- a. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to Use or Disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.
- c. Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under this Agreement, the Privacy Rules and Security Rules, or other applicable law, if done by Covered Entity.

VI. Termination

A. Term. The term of this Agreement shall begin on the Effective Date and shall terminate upon the termination or expiration of the engagement for the Services or on the date that either Party terminates this Agreement as set forth below, whichever is sooner.

B. Termination Without Cause. Either Party may terminate this Agreement without cause upon thirty (30) days' advance written notice to the other party. The Parties agree and acknowledge that termination of this Agreement without cause will not automatically result in a termination of the engagement for the Services.

C. Termination by Covered Entity for Cause. Upon Covered Entity's determination that Business Associate has violated a material term of this Agreement, Covered Entity shall notify Business Associate in writing of the alleged violation and provide an opportunity for Business Associate to cure such alleged violation after receiving written notice from the Covered Entity, and may terminate the Agreement if Business Associate does not cure the breach within a reasonable time period.

D. Effect of Termination.

- a. Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic Protected Health Information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this section, for as long as Business Associate retains the Protected Health Information; and
 - iv. Not Use or Disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained.

VII. Miscellaneous

A. *Regulatory References.* A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.

B. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary or appropriate for the Parties to comply with the requirements of the Privacy and Security Rules. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties.

C. *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with the Privacy and Security Rules.

D. *Governing Law.* This Agreement shall be interpreted and enforced in accordance with the laws of the State of California.

E. *LIMITATION OF LIABILITY.* NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

F. *No Third Party Rights.* Nothing in this Agreement is intended or shall be construed to confer any rights or entitlements to remedy on any person or entity other than Covered Entity and Business Associate.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the first date above written.

“COVERED ENTITY”

“BUSINESS ASSOCIATE”

Tri-City Mental Health Authority

Genoa Healthcare, LLC

By: _____

By:  _____

Printed: _____

Printed: Joseph Douglas

Title: _____

Title: Chief Executive Officer

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

DATE: July 21, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director
Diana Acosta, Chief Financial Officer
Trevor Bogle, Controller

SUBJECT: Consideration of Resolution No. 603 Adopting the Proposed Operating Budget and Cash Flow Budget for Fiscal Year 2021-22

The proposed operating and cash flow budget presented herein provides projected revenues and expenses for fiscal year 2021-22. This document presents all of the proposed activity in a consolidated basis (TCMH Clinic activity and MHSA activity), and individually for the TCMH Clinic and Mental Health Services Act (MHSA) activities. A detailed budget is also presented for each of the respective programs within TCMH Clinic (i.e. Child/Family and Adult Outpatient Services), and each of the programs related to the five MHSA plans (CSS, PEI, INN, WET and CFTN).

The preparation of the budget involved communication with the executive team, department managers and supervisors as deemed necessary in order to gather information regarding their respective departments and programs specifically relating to their department personnel needs and operating cost needs. In addition, Tri-City gathered information from various sources, including the California Behavioral Health Directors Association (CBHDA), Los Angeles County and from the state Department of Health Care Services (DHCS), which assisted in the development of projected revenues and expenditures.

Revenues

As noted in the Consolidated and Consolidating operating budgets, the most significant revenues consist of Medi-Cal FFP, Realignment and MHSA revenues. Medi-Cal FFP revenues are projected through the analysis of units of service anticipated to be billed, consisting of projected direct service hours to be provided, divided by projected costs associated with providing these services. Realignment revenue is typically consistent from year to year with only slight increases experienced, however this is based on sales tax generated by the State and is subject to change from year to year and as such Tri-City has projected that the Realignment funding in fiscal 2021-22 will remain limited to the guaranteed minimum distribution from the State's Mental Health Sub-account. MHSA revenues recognized (reflected in the operating budget as revenues) do vary from year to year however the amount of revenue that is recognized is based on approved MHSA plans and the respective program costs projected to be funded in the upcoming fiscal year.

Governing Board of Tri-City Mental Health
Approval of Resolution No. 603 Adopting the Proposed Operating Budget and Cash Flow
Budget for FY 2021-22
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Actual MHSA cash receipts expected to be collected during the fiscal are reflected within the Cash Flow Statement and are further discussed below under the caption Cash Flows. Other revenues are projected not only based on prior results, but on assumptions made from information currently available.

Expenses

Expenses are primarily projected through analysis of current expense data, and known events or transactions either in the prior year or in the upcoming year. Expenses specifically relating to MHSA programs are projected with the use of the MHSA Plan Updates as approved through the stakeholder process, in order to ensure proper planning of costs and to meet program goals and objectives. Careful consideration is made in planning and projecting costs to ensure all program goals are met and the staffing requirements are properly planned for. The significant changes from the prior year budget to the current year budget are as follows:

Total Agency Budgeted Expenses	Current Year Budget FY 2021-22	Prior Year Budget FY 2020-21	Budget to Budget Comparison
Salary Costs	\$ 22,719,002	\$ 21,406,275	\$ 1,312,727
Facility Costs	1,021,505	1,137,357	(115,852)
Equipment Costs	415,422	428,624	(13,202)
Other Services & Supplies	2,344,681	2,151,042	193,639
Specific Costs	2,073,832	2,051,431	22,401
Depreciation & Amortization	581,161	450,862	130,299
Total Costs	\$ 29,155,603	\$ 27,625,591	\$ 1,530,012

- **Salary Costs:** Total salary and benefits related costs in the FY 2021-22 Budget are projected to be approximately \$2.9 million higher than the projected actuals for FY 2020-21 which is partly due to unfilled vacancies during fiscal year 2020-21 and additional positions to be included in the proposed FY 2021-22 Budget. However, when compared to the FY 2020-21 Budget, the increase is approximately \$1.3 million and is primarily due to additional positions (approximately 9 FTE's).
- **Facility Costs:** Overall facilities costs are projected to be approximately \$28 thousand higher in the FY 2021-22 Budget than projected actuals. The primary reason for the increase is due to maintenance, repairs and upkeep for all of Tri-City buildings. However, noted to be approximately \$116 thousand lower than prior year's budget when comparing prior to current year budget.

- Other Services and Supplies: The overall projected increase from projected actuals in FY 2020-21 and the FY 2021-22 Budget is approximately \$60 thousand which is primarily the result of increases to estimated professional liability insurance, ambulance costs and computer related systems costs. Additionally, In October 2020, a purchase of approximately \$166 thousand was approved for the purchase of computer equipment. However, when comparing the prior year budget to the FY 2021-22 budget, the primary overall increases noted are due to security, ambulance, client related costs, and the most significant being computer systems related to the upcoming transition to a new electronic healthcare record system.
- Specific Costs: The budget reflects an overall increase of \$11 thousand in this category when comparing the projected actuals for FY 2020-21 to the FY 2021-22 budget. The budgeted amounts not only include costs associated with our partnership with the Pomona Shelter, but also includes Flex Funds costs which are primarily used to pay for housing needs of our clients.

Cash Flows

As presented in the Consolidated and the Consolidating Cash Flow Budget, an overall decrease to cash in the approximate amount of \$2.9 million is projected for the fiscal year ending 2021-22. Approximately \$1 million for TCMH Clinic and approximately \$1.8 million for MHSA. The projected decrease in cash for TCMH of approximately \$1 million is primarily the result of including the amount of \$772 thousand for the potential event of paying off the existing mortgage which, under the current terms of the mortgage note, is due in June of 2022. The remaining approximate \$300 thousand in costs are projected for improvements to buildings which would include the replacement of air conditioning units, equipment and other projected projects as further detailed in the budget document. The cash flow budget also projects a decrease in MHSA cash in the approximate amount of \$1.8 million. As noted within the budget document, expected costs associated with CFTN one-time projects in the approximate amount of \$1.7 million. Also attributing to the cash flow projections in fiscal 2021-22 include increased costs for operations, mostly associated with the expected increase in costs for salaries and wages as a result of vacancies that are planned to be filled.

As presented in the Consolidated and the Consolidating Cash Flow Budget for Fiscal Year ending 2020-21, an overall increase to cash in the approximate amount of \$3.2 million was reflected. Approximately \$880 thousand for TCMH Clinic and approximately \$2.3 million for MHSA. The projected increase in cash for TCMH of approximately \$880 thousand is the result of the operations during fiscal year 2020-21, which included a payment of \$656 thousand in order to pay off the remaining bankruptcy debt. As noted, an over increase to cash in the approximate amount of \$2.3 million is reflected in Fiscal 2020-21 primarily due to delayed tax filings at the end of Fiscal 2019-20 due to the COVID-19 pandemic which was then received in fiscal 2020-21.

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Recommendation

Staff hereby recommends that the Governing Board approve Resolution No. 603 adopting the Proposed Operating Budget and Cash Flow Budget for FY 2021-22.

Attachments

Attachment 14-A: Resolution No. 603 - Draft

Attachment 14-B: Proposed Operating Budget and Cash Flow Budget for Fiscal Year
2021-22

RESOLUTION NO. 603

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING ITS OPERATING BUDGET AND CASH FLOW BUDGET FOR FISCAL YEAR 2021-22

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 (“Authority or TCMHA”) desires to adopt the Authority’s operating and cash flow budget for Fiscal Year 2021-22.

2. Action

A. The Governing Board approves Fiscal Year 2021-22 Operating Budget and Cash Flow Budget as presented.

B. The Governing Board authorizes the Executive Director and/or Chief Financial Officer to prepare and submit any and all reports related thereto.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on July 21, 2021, 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:_____

TRI-CITY MENTAL HEALTH AUTHORITY

PROPOSED

OPERATING BUDGET AND CASH FLOW BUDGET

FISCAL YEAR 2021-22

DRAFT

ATTACHMENT 14-B

**TRI-CITY MENTAL HEALTH AUTHORITY
BUDGET FOR THE FISCAL YEAR 2021-22
ASSUMPTIONS**

The following Operating and Cash Flow Budget reflects Tri-City Mental Health Authority's (Tri-City's) estimated revenues and expenditures for the fiscal year ending June 30, 2022. The budget is divided into two main sections 1) the Tri-City Mental Health Outpatient Clinic Budget and 2) the Mental Health Services Act (MHSA) Budget.

ABOUT TRI-CITY

Tri-City Mental Health Authority ("Tri-City") was formed on June 21, 1960 and 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, Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California, Section 6500, et seq. relating to the joint exercise of powers common to public agencies, and the provisions of the Bronzan-McCorquodale Act/Short-Doyle Act, Part 2, Section 5600, et seq., of the Welfare and Institutions Code (WIC) of the State of California, to deliver mental health services to the residents of the three Cities. This action was taken out of a desire on the part of officials from the three Cities to provide the highest quality services for local residents. For approximately sixty years, Tri-City has cared for and served local children, youth, adults and older adults.

Pursuant to the Joint Powers Authority Agreement, Tri-City is a quasipublic agency governed by a Governing Board ("Board) composed of seven members. The Governing Board has the powers common to public agencies as enumerated in the Joint Exercise of Powers Act, and the authority deemed necessary and required for the operation and maintenance of Tri-City to serve those individuals residing in the three Cities.

As the Mental Health Authority, Tri-City is limited to and responsible only for providing outpatient speciality mental health services to residents of the cities of LaVerne, Pomona, and Claremont. Tri-City is not a Mental Health Plan and therefore not bound by the MHP provisions of Title 9 CCR. Tri-City is one of two cities that are not considered to be MHPs that receive Realignment Revenues from the State of California and also receive directly Mental Health Services Act (MHSA) funds which are used in its MHSA program, which is separate and apart from the MHSA program of Los Angeles County. Because Tri-City has not been reflected in waivers between the State of California and the federal government, namely CMS, and to be consistent with 42 CFR 438.60, the State has required Tri-City to contract with Los Angeles County through a Legal Entity Agreement so that the State may pay State General Funds and Federal Financial Participation funds relating to Tri-City's Non-EPSTD (i.e. Adult and Expanded Medi-Cal) and EPSTD services to a MHP, in this case Los Angeles County, who then passes through those funds to Tri-City. This agreement provides Tri-City the mechanism to drawdown federal and state Medi-Cal funding as well as EPSTD funding.

Since Tri-City's formation as the Mental Health Authority, Tri-City is responsible for and has provided outpatient specialty mental health care services for the residents of Pomona, Claremont and LaVerne. These services are provided to all age groups including children (0-15), transition age youth (16-25), adults (26-59) and older adults (60+), and in most cases the consumers are eligible under the Medi-Cal programs or are indigent. As further described below and throughout this budget document, with the passage of Proposition 63, and through the approval of Tri-City's MHSA Plan, Tri-City receives MHSA funds to provide an array of

Tri-City Mental Health Authority
Budget For The Fiscal Year 2021-22
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mental health services. Over the past ten plus years, Tri-City has continued to develop and expand its system of care for the residents of the three cities. This includes the continuation of Tri-City's outpatient clinics and the implementation of programs approved through the Mental Health Service Act (MHSA).

ABOUT MHSA

In November 2004, California voters approved Ballot Proposition 63 and the Mental Health Services Act (MHSA) became State law effective January 1, 2005. The MHSA addresses a broad continuum of prevention, early intervention and service needs, as well as new innovative programs to treat mental illness. In addition, MHSA provides funding for necessary infrastructure, technology and training elements that will effectively support this system, with the purpose of promoting recovery for individuals with serious mental illness. The MHSA is funded through the imposition of a 1% State income tax on personal income in excess of \$1 million.

As a result of the passage of Proposition 63, in addition to the outpatient clinical operations, Tri-City has operations established through the Mental Health Services Act (MHSA). Tri-City Mental Health Authority's staff and community partners continue to grow the system of care for the residents of the three cities through the maturing of its MHSA programs approved as part of its five Plans that include Community Services and Support (CSS), Prevention and Early Intervention (PEI), Workforce, Education and Training (WET), Innovation (INN) and Capital Facilities and Technology Needs (CFTN). Tri-City's integrated plan includes the establishment of group services available to the community at both the outpatient clinics and the Wellness Center. The Wellness Center's programs and groups continue to be a central focus. Tri-City continues to experience the integration of services between its Full Service Partnerships, Navigators and Community building programs. During the last several years, Tri-City has expanded its office space to accommodate additional FSP staff in existing buildings and to centrally locate most of the staff related to other MHSA programs, including PEI, INN and WET. This includes rented office space and a building, which was purchased back in 2015-16 in order to house MHSA staff. During 2015-16, Tri-City also purchased a home in Claremont which is currently utilized to provide housing for Tri-City clients, however this specific property is also scheduled to become part of a recently approved larger project in the near future that will house more clients.

With regard to the history of approved MHSA Plans and corresponding programs, the initial MHSA CSS programs were approved in June 2009 and continue to be fully operational. PEI programs were initially approved in March 2010, and in fiscal 2011-12, and also continue to be in full swing. The initial Innovations programs were approved in fiscal 2011-12 and completed in fiscal 2014-15, while two new Innovation programs began implementation in the second quarter of fiscal 2014-15. In November 2012, the Workforce, Education and Training (WET) Plan was approved and in May 2013 the Technology Needs projects (TEC) under CFTN were approved. CFTN and WET funds are considered one-time dollars and in order to continue programs or projects within these two plans, transfers must be made from the CSS plan and must be completed through a stakeholder process. As initial funding for these two plans have since been exhausted, in May 2016, during the 2016-17 MHSA Plan Update a transfer in the amount of \$450 thousand from the CSS Plan to the WET Plan was approved in order to continue programs and projects funded by the WET Plan in addition to a transfer of \$500 thousand from the CSS Plan to the CFTN Plan. During a stakeholder meeting held in April of 2019, additional transfers were recommended to be made to the WET and CFTN plans in the amounts of \$600 thousand and \$700 thousand, respectively. These transfers were presented and approved by

Tri-City Mental Health Authority
Budget For The Fiscal Year 2021-22
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the Governing Board at the regularly scheduled board meeting in May of 2019 as an amendment to the 2018-19 MHSA Plan Update. This current budget does not have any transfers scheduled.

As a result of the ongoing implementation of MHSA programs noted above, Tri-City continues to allocate the executive team's time spent on the MHSA functions to the MHSA budget, thereby appropriately sharing the administrative burden with the outpatient clinic's budget. The costs of the MHSA programs are separately funded from the State of California as required by Proposition 63 legislation. The MHSA funds received by Tri-City can only be used for programs established under Tri-City's approved CSS, PEI, INN, WET and CFTN plans or any future approved programs/projects under these MHSA plans.

Further information on these plans can be found in this budget document under the respective plan tabs/sections.

GENERAL

On January 1, 2014, the Affordable Care Act became effective, including the expansion of Medicaid (Medi-Cal) services to single adults ages 19 to 64. Tri-City continues to be a major partner with its community and LA County Department of Mental Health (LA DMH) to ensure that all Tri-City residents seeking services that become eligible under expanded Medi-Cal (MCE) will be served. The cost of services provided by Tri-City for residents qualifying under MCE and through the Federal Financial Participation (FFP) were to be reimbursed at 100% for the first three years (calendar years 2014 through 2016), and beginning January 2017 the reimbursement rate was reduced to 95%, to 94% in January of 2018, to 93% in January of 2019 and then finally to 90% in January of 2020 and going forward. In order to ensure proper reimbursement, Tri-City's most recent agreement with LA DMH includes language regarding MCE and Tri-City's authority to bill for such services through LA DMH.

Considering the continued and well known negative economic impact lead by the COVID-19 crisis and based on information previously obtained from CBHDA, the State's 2021-22 budget is expected to affect not only the allocation of 1991 Realignment dollars provided to Tri-City but the allocation of MHSA funds as well. The California Behavioral Health Directors Association (CBHDA) is a non-profit advocacy association representing the behavioral health directors from each of California's 58 counties, as well as two cities (Berkeley and Tri-City). At the beginning of the pandemic, preliminary projections provided by CBHDA indicated MHSA funding would likely not reach the previously expected levels for fiscal year 2019-20 as a result of the delay in tax return filings. As announced in 2020, and a result of COVID-19, tax return filing deadlines had been extended from April 15, 2020 to July 15, 2020. As such while the end of fiscal year 2019-20 experienced a decline in MHSA receipts, a temporary increase in MHSA receipts was experienced in fiscal year 2020-21. CBHDA projections had also indicated that MHSA receipts would also experience a slight increase during fiscal year 2021-22, but predicted a significant decline in MHSA dollars during fiscal year 2022-23. This budget reflects these projections. Similarly, extensions and expected delays in sales tax payments and tax filings, indicated 1991 Realignment would also experience some impact. With respect to 1991 Realignment, CBHDA has advised county behavioral health agencies to expect the base and minimal growth for approximately three to five years. Over the last four years Tri-City has received a minimum of \$3.9 million in 1991 Realignment Funding which is in excess of the base. In line with this information, Tri-City has projected that only the base of approximately \$3.9 million in 1991 Realignment will be received during fiscal year 2021-22.

Tri-City Mental Health Authority
Budget For The Fiscal Year 2021-22
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Based on the information noted above with regard to MHSA funding, MHSA funding projected to be received in Fiscal 2021-22 is \$12.6 million which is included in the Cash Flow Budget, while the amount that is recognized as revenue in the Operating Budget (amounts to be expended for the CSS, PEI and INN Plans) is \$12.2 million. With regard to transfers from CSS to WET or CFTN, in years when amounts are transferred, these amounts would not appear in the revenue section of the budget as these types of transfers are made from previously recognized and therefore would also not appear in the cash flow section. The amounts to be expended in fiscal year 2021-22 are in line with the MHSA Update recommended for approval by both the Stakeholders and Mental Health Commission, and then approved by the Governing Board in June 2021.

During fiscal 2016-17 a new program was approved in California's budget by Governor Brown which will reduce MHSA funding to all counties for several years, including Tri-City, by 7% for the purpose of funding a new program titled No place Like Home. The 7% reduction in funding was originally projected to take effect beginning with fiscal 2018-19, however most recently it has been projected to take effect beginning in fiscal year 2020-21 and as such this reduction has appropriately been reflected in this budget.

Clinical training and best practices standards remain to be a top priority to ensure that the best quality control policies and documentation requirements are met as well as ensuring that clinical outcome objectives are met. The quality assurance and improvement teams continue to work with both existing and new clinical staff to ensure proper training on the electronic health record systems, collaborative documentation, writing progress notes and billing requirements, especially during these unprecedented times. This training is an ongoing process for clinical staff and other affected staff to ensure that changes related to the electronic health records/billing system that are either mandated by the State or County or a result of improvement in Tri-City's systems that are implemented. As expected, the corona virus crisis impacted how service is provided and as noted above, documentation of progress notes and training remain a top priority. As further detailed below, in May of 2021, the Governing Board approved a new Capital Facilities & Technology Needs (CFTN) Plan to expend approximately \$300,436 to implement a new electronic health record system and a new client referral management platform. Those approved expenditures have been captured in this budget.

During fiscal 2020-21, Tri-City provided mental health services to approximately 2,648 unduplicated clients who were served under both MHSA Full Service Partnership programs and Tri-City's outpatient clinic programs. The outpatient clinic operations depend on the funding from Realignment and Medi-Cal reimbursement. Realignment, which is funded through dedicated State taxes (including sales taxes), is the only source of funds that can be used to provide outpatient Medi-Cal services provided in the outpatient clinics, which are then reimbursed through Medi-Cal claim submission. Realignment is also the only source of funds for non Medi-Cal/non MHSA program outpatient clinic services. As a direct result of COVID-19, sales tax had been previously impacted not only by the economic halt, but also the postponement of sales tax payments by retailers in California in fiscal year 2020-21. However, the experience of realignment funding has been higher than expected and despite this experience, this budget has projected that realignment funding will be limited to the basic base projected by CBHDA. Medi-Cal FFP, which is considered a reimbursement of eligible costs incurred, provides funding for 50% of costs incurred, for services provided to eligible clients under Full Scope Medi-Cal (Short-Doyle/Medi-Cal) and 90% for services provided to eligible clients under MCE.

Tri-City Mental Health Authority
Budget For The Fiscal Year 2021-22
Assumptions

Effective May 1, 2016, undocumented children under age 19 became eligible for full-scope Medi-Cal health benefits regardless of their immigration status, which would include mental health services. Starting in January 1, 2020 full scope Medi-Cal was made available to young adults under the age of 26 regardless of immigration status (provided all other Medi-Cal eligibility rules are met). In addition, the State provides Medi-Cal match dollars for Early Periodic Screening Diagnosis and Treatment services provided to Medi-Cal eligible clients under the age of 21. Therefore, it is important that Tri-City manages its level of services to produce the appropriate level of State and Federal reimbursement and ensure that unreimbursed costs do not exceed the Realignment base of funds.

Operating Budget

The operating budget (income/loss statement) presented herein has been prepared to take into consideration expected revenues and expenses associated with Tri-City's total Agency operations. This includes the outpatient clinic operations, which provide services to Medi-Cal eligible residents under Tri-City's agreement with LA DMH, and outpatient services to non-funded residents. In addition, this budget includes all MHSA services under the approved CSS, PEI, INN, WET and CFTN Programs/Projects as well as anticipated MHSA planning and administrative costs.

The operating budget is organized to show the projected 2021-22 operating budget for the Agency as a whole and for each major component of Tri-City's operations as compared to fiscal 2020-21 **projected and unaudited** operating results.

1. **Consolidated and Consolidating Operating Budgets.** This section presents the combination of the Clinic and MHSA operations into **consolidated** and **consolidating** formats in order to see Tri-City's projected operating budget in totality.
 - The **consolidated** operating budget presents the combined total fiscal 2021-22 budget by quarters and the full year and compared to the prior fiscal year 2020-21 **projected and unaudited** results of operations.
 - The **consolidating** operating budget presents the total 2021-22 fiscal year budgeted for TCMH Clinic, MHSA and each component's prior fiscal year 2020-21 **projected and unaudited** results of operations.
2. **TCMH Clinic or TCMH.** Tri-City's existing clinical operations located at 2008 N. Garey Avenue and 1900 Royalty Street in Pomona consist of the following programs:
 - Children Outpatient Program
 - Adult Outpatient Program
 - Grant Programs (includes various one-time grants received by Tri-City)
 - Administration
3. **MHSA.** Operations under Tri-City's approved Mental Health Services Act Plans currently consist of the following programs:

Community Services and Support (CSS):

- Full Service Partnerships (FSP) – Children, TAY, Adult and Older Adult
- Community Navigators
- Wellness Center
- Supplemental Crisis Services, Intensive Outreach & Engagement Team
- Field Capable Clinical Services For Older Adults
- Permanent Supportive Housing
- Administration for the CSS programs above

Prevention and Early Intervention (PEI):

- Community Capacity Building (Community Wellbeing, Stigma Reduction and Suicide Prevention, and Community Mental Health Training)
- Older Adult Wellbeing (Peer Mentor)
- Transition-Age Youth Wellbeing (Peer Mentor)
- Family Wellbeing
- NAMI Community Capacity Building Program (Ending the Silence)
- Housing Stability Program
- Therapeutic Community Gardening
- Early Psychosis
- Administration for the PEI programs above

Innovation (INN):

- Help @ Hand Tech Suite Project
- Administration for the INN programs above

Workforce, Education and Training (WET):

- Learning and Improvement
- Volunteers and Future Employees
- Administration for the WET programs above

Capital Facilities and Technology Needs Projects (CFTN): With regard to the CFTN Plan, as noted above, transfers of MHSA CSS Plan funds to the CFTN Plan were approved in May 2016 and in April of 2019 to fund future capital or technology projects as deemed necessary. As further detailed in the MHSA section of this budget document, two projects have been identified and approved as part of the 3-Year Plan approved by the Governing Board in June 2020. The two projects include improvements to office space as well as to the community garden.

Additionally, in May of 2021, the Governing Board approved a CFTN plan authorizing the expenditures of approximately \$300 thousand for the implementation phase of a new

Tri-City Mental Health Authority
Budget For The Fiscal Year 2021-22
Assumptions

Electronic Health Record System and a new Client Referral Management Platform. Although the approval of these expenditures were approved and projected to be expended within Fiscal Year 2020-21, the majority of the expenditures are now expected to be incurred in fiscal year 2021-22 and as such, they have been captured in this year's Cash Flow Budget. The remaining budget includes only the remaining depreciation expense related to programs/projects that have now been completed.

- Electrical Upgrade & Office Space Remodel (Included in the 2020 CFTN Plan)
- Capital Improvements to Therapeutic Community Garden (Included in the 2020 CFTN Plan)
- Electronic Health Record and Client Referral Management Platform (Included in the 2021 CFTN Plan)
- Administrative Professional Building
- Administration for the CFTN Projects

Cash Flow Budget

The cash flow budget presented herein has been prepared to take into consideration expected funding and costs associated with Tri-City's operations including revenues passed through to Tri-City through its agreement with LA DMH for the provision of outpatient mental health services for Medi-Cal eligible Tri-City residents, and the MHSA CSS, PEI, INN, WET and CFTN approved plans. It should be noted that the funding sources from MHSA can only be used for the approved MHSA programs/projects and planning costs.

The Realignment funding is only used for Tri-City's outpatient clinic and other costs relating to the provision of mental health care that does not fall under any MHSA programs. Medi-Cal funding reimburses costs incurred to provide Medi-Cal services to Medi-Cal eligible consumers. Therefore, this budget includes Medi-Cal reimbursement for the outpatient clinic operations as well as Medi-Cal services provided through the Full Service Partnership ("FSP") and although the Field Capable Services for Older Adults program has the potential to generate some Medi-Cal reimbursement revenue, only a minimal amount is currently projected to be collected in fiscal 2021-22.

The projected cash flow is susceptible to change and represents a broad overview of Tri-City's cash flow. The respective cash flows for Tri-City's clinical operations (TCMH) and MHSA programs are based on management's best estimates of when various events may take place, some of which may not always be within Tri-City's control, including the following:

1. Receipt of funds for Medi-Cal services billed through the LA DMH system.
2. Receipt of Medi-Cal reimbursements previously withheld by LA DMH.
3. Purchasing of capital items.
4. Funding of awards issued under the MHSA PEI programs.
5. Timing of expenditures under the MHSA programs/projects.

Tri-City Mental Health Authority
Budget For The Fiscal Year 2021-22
Assumptions

6. Receipt of projected MHSA funding.

The cash flow budget is organized to show the projected cash flow budget for the Agency as a whole and for each major component of Tri-City's operations as follows:

Consolidated and Consolidating Cash Flow Budgets. This section presents the combination of the Clinic and MHSA operations into consolidated^{*ed*} and consolidating^{*ing*} formats in order to see Tri-City's projected cash flow budget in totality.

- The consolidated^{*ed*} cash flow budget presents the combined total budget by quarters and the full year and compared to the prior fiscal year 2020-21 **projected** cash flow.
- The consolidating^{*ing*} cash flow budget presents the total fiscal year budgeted for TCMH Clinic, MHSA and Total, and compared to the prior fiscal year 2020-21 **projected** cash flow.

DRAFT

TRI-CITY MENTAL HEALTH AUTHORITY

Proposed

CONSOLIDATED AND CONSOLIDATING OPERATIONS

OPERATING BUDGET AND CASH FLOW BUDGET

FISCAL YEAR 2021-22

DRAFT

**TRI-CITY MENTAL HEALTH AUTHORITY-TOTAL AGENCY
CONSOLIDATED OPERATING BUDGET
FISCAL YEAR 2021-22**

	FY 2021-22 QUARTERS				BUDGET FY 2021-22	% to Rev	PROJECTED FY 2020-21 <i>(Note)</i>	% to Rev	\$\$ Variance
	1ST QRT	2ND QRT	3RD QRT	4TH QRT					
REVENUE									
MEDI-CAL ADULT FFP	\$ 1,420,613	\$ 1,420,613	\$ 1,420,613	\$ 1,420,613	\$ 5,682,452	20.6%	\$ 5,612,775	20.2%	\$ 69,677
MEDI-CAL CHILDREN FFP	719,533	719,533	719,533	719,533	2,878,130	10.5%	2,462,623	8.9%	415,507
MEDI-CAL CHILDREN EPSDT--STATE	662,573	662,573	662,573	662,573	2,650,293	9.6%	1,841,563	6.6%	808,730
REALIGNMENT	988,836	988,836	988,836	988,836	3,955,344	14.4%	4,183,011	15.0%	(227,667)
MEDICARE	1,000	1,000	1,000	1,000	4,000	0.0%	2,400	0.0%	1,600
PATIENT FEES/INSURANCE	525	525	525	525	2,100	0.0%	2,100	0.0%	-
MHSA FUNDING	3,055,739	3,055,739	3,055,739	3,055,739	12,222,954	44.4%	13,536,710	48.7%	(1,313,756)
CITY SHARE - LA VERNE	-	-	12,000	-	12,000	0.0%	12,000	0.0%	-
CITY SHARE - CLAREMONT	-	-	14,561	-	14,561	0.1%	14,561	0.1%	-
CITY SHARE - POMONA	-	-	43,675	-	43,675	0.2%	43,675	0.2%	-
GRANTS	91,327	91,327	91,327	91,327	365,306	1.3%	431,000	1.5%	(65,694)
INTEREST INCOME	21,768	21,768	21,768	21,768	87,070	0.3%	169,000	0.6%	(81,930)
RENTAL AND OTHER INCOME	27,713	27,713	27,713	27,713	110,850	0.4%	323,585	1.2%	(212,735)
ESTIMATED M/C DENIALS/DISALLOWANCE	(126,903)	(126,903)	(126,903)	(126,903)	(507,612)	-1.8%	(823,121)	-3.0%	315,509
TOTAL REVENUES	6,862,722	6,862,722	6,932,958	6,862,722	27,521,123	100.0%	27,811,882	100.0%	(290,759)
EXPENSES									
SALARY COSTS									
SALARY AND WAGES	4,238,993	4,238,993	4,238,993	4,238,993	16,955,971	61.6%	15,677,746	56.4%	1,278,225
INSURANCE-Health/workers comp/life	709,122	709,122	709,122	709,122	2,836,487	10.3%	1,992,529	7.2%	843,958
RETIREMENT COSTS	525,210	525,210	525,210	525,210	2,100,841	7.6%	1,760,185	6.3%	340,656
PAYROLL TAXES	103,855	103,855	103,855	103,855	415,420	1.5%	292,190	1.1%	123,230
MISC COSTS	102,571	102,571	102,571	102,571	410,283	1.5%	124,921	0.4%	285,362
	5,679,751	5,679,751	5,679,751	5,679,751	22,719,002	82.6%	19,847,571	71.4%	2,871,431
FACILITY COSTS									
STORAGE LEASES	10,310	10,310	10,310	10,310	41,240	0.1%	40,039	0.1%	1,201
MORTGAGE INTEREST (2008 Garey)	10,314	10,314	10,314	10,314	41,257	0.1%	40,055	0.1%	1,202
FACILITY RENT	142,167	142,167	142,167	142,167	568,668	2.1%	552,106	2.0%	16,562
UTILITIES	24,746	24,746	24,746	24,746	98,985	0.4%	96,102	0.3%	2,883
BUILDING REPAIRS AND MAINTENANCE	29,269	29,269	29,269	29,269	117,077	0.4%	114,940	0.4%	2,137
JANITORIAL SERVICES & SUPPLIES	34,236	34,236	34,236	34,236	136,945	0.5%	132,956	0.5%	3,989
WASTE DISPOSAL	4,333	4,333	4,333	4,333	17,333	0.1%	16,830	0.1%	503
	255,376	255,376	255,376	255,376	1,021,505	3.7%	993,028	3.6%	28,477
EQUIPMENT COSTS									
EQUIPMENT RENTAL/LEASE	28,973	28,973	28,973	28,973	115,893	0.4%	112,520	0.4%	3,373
EQUIP MAINT/REPAIRS	5,721	5,721	5,721	5,721	22,884	0.1%	22,220	0.1%	664
EQUIP/FURNITURE PURCHASES EXPENSED	5,634	5,634	5,634	5,634	22,536	0.1%	22,167	0.1%	369
AUTO EXPENSES	4,066	4,066	4,066	4,066	16,263	0.1%	15,788	0.1%	475
AUTO INSURANCE	10,972	10,972	10,972	10,972	43,886	0.2%	42,609	0.2%	1,277
CELLULAR/PAGER LEASES	48,490	48,490	48,490	48,490	193,960	0.7%	188,309	0.7%	5,651
	103,856	103,856	103,856	103,856	415,422	1.5%	403,613	1.5%	11,809

**TRI-CITY MENTAL HEALTH AUTHORITY-TOTAL AGENCY
CONSOLIDATED OPERATING BUDGET
FISCAL YEAR 2021-22**

	FY 2021-22 QUARTERS				BUDGET FY 2021-22	% to Rev	PROJECTED FY 2020-21	% to Rev	\$\$ Variance																																																																																																																																																																																				
	1ST QRT	2ND QRT	3RD QRT	4TH QRT																																																																																																																																																																																									
OTHER SERVICES AND SUPPLIES																																																																																																																																																																																													
CONFERENCES, SEMINARS & RELATED COSTS	11,790	11,790	11,790	11,790	47,160	0.2%	45,786	0.2%	1,374																																																																																																																																																																																				
MILEAGE REIMBURSEMENT	1,593	1,593	1,593	1,593	6,373	0.0%	6,189	0.0%	184																																																																																																																																																																																				
PERSONNEL ADS	7,580	7,580	7,580	7,580	30,321	0.1%	29,437	0.1%	884																																																																																																																																																																																				
PROFESSIONAL LIABILITY INSURANCE	52,448	52,448	52,448	52,448	209,792	0.8%	203,683	0.7%	6,109																																																																																																																																																																																				
SECURITY	144,558	144,558	144,558	144,558	578,232	2.1%	561,392	2.0%	16,840																																																																																																																																																																																				
DUES & SUBSCRIPTIONS	15,158	15,158	15,158	15,158	60,633	0.2%	58,867	0.2%	1,766																																																																																																																																																																																				
OTHER SUPPLIES	11,920	11,920	11,920	11,920	47,681	0.2%	46,589	0.2%	1,092																																																																																																																																																																																				
PRINTING	900	900	900	900	3,599	0.0%	3,495	0.0%	104																																																																																																																																																																																				
CLIENT EXPENSES	90,841	90,841	90,841	90,841	363,363	1.3%	536,732	1.9%	(173,369)																																																																																																																																																																																				
LAB COST	3,401	3,401	3,401	3,401	13,604	0.0%	13,208	0.0%	396																																																																																																																																																																																				
AMBULANCE COSTS	15,678	15,678	15,678	15,678	62,712	0.2%	60,886	0.2%	1,826																																																																																																																																																																																				
OFFICE SUPPLIES	5,746	5,746	5,746	5,746	22,985	0.1%	22,316	0.1%	669																																																																																																																																																																																				
POSTAGE	1,026	1,026	1,026	1,026	4,102	0.0%	3,984	0.0%	118																																																																																																																																																																																				
RECORD DESTRUCTION	1,626	1,626	1,626	1,626	6,505	0.0%	6,316	0.0%	189																																																																																																																																																																																				
TELEPHONE EXPENSES	65,152	65,152	65,152	65,152	260,608	0.9%	253,015	0.9%	7,593																																																																																																																																																																																				
COMPUTER SYSTEMS & SOFTWARE	65,863	65,863	65,863	65,863	263,450	1.0%	137,886	0.5%	125,564																																																																																																																																																																																				
DATA PROCESSING/LICENSES	73,531	73,531	73,531	73,531	294,122	1.1%	132,717	0.5%	161,405																																																																																																																																																																																				
IT RELATED EXPENSES-Consulting/Training	8,750	8,750	8,750	8,750	35,000	0.1%	128,751	0.5%	(93,751)																																																																																																																																																																																				
MISCELLANEOUS	8,610	8,610	8,610	8,610	34,439	0.1%	33,437	0.1%	1,002		586,170	586,170	586,170	586,170	2,344,681	8.5%	2,284,686	8.2%	59,995	SPECIFIC COSTS										PROGRAMS:										CLIENT SUPPORT COSTS	246,706	246,706	246,706	246,706	986,822	3.6%	1,387,223	5.0%	(400,401)	UNIQUE MHSA PROGRAM RELATED COSTS	88,000	88,000	88,000	88,000	352,000	1.3%	-	0.0%	352,000	COMMUNITY GRANTS	21,250	21,250	21,250	21,250	85,000	0.3%	65,856	0.2%	19,144	WET--LEARNING & OUTREACH	28,542	28,542	28,542	28,542	114,166	0.4%	110,841	0.4%	3,325	PROFESSIONAL SERVICES	36,280	36,280	36,280	36,280	145,118	0.5%	106,425	0.4%	38,693	ADMINISTRATIVE:										DIRECTORS & OFFICERS INSURANCE	15,389	15,389	15,389	15,389	61,554	0.2%	59,761	0.2%	1,793	PROFESSIONAL SERVICES	56,345	56,345	56,345	56,345	225,378	0.8%	231,703	0.8%	(6,325)	ATTORNEY FEES	15,082	15,082	15,082	15,082	60,327	0.2%	58,570	0.2%	1,757	BANK FEES	1,425	1,425	1,425	1,425	5,698	0.0%	5,532	0.0%	166	AUDIT FEES	9,442	9,442	9,442	9,442	37,769	0.1%	36,668	0.1%	1,101		518,458	518,458	518,458	518,458	2,073,832	7.5%	2,062,579	7.4%	11,253	DEPRECIATION AND AMORT	145,290	145,290	145,290	145,290	581,161	2.1%	458,970	1.7%	122,191	TOTAL COSTS	7,288,901	7,288,901	7,288,901	7,288,901	29,155,603	105.9%	26,050,447	93.7%	3,105,156	INCOME (LOSS) FROM OPERATIONS	\$ (426,179)	\$ (426,179)	\$ (355,943)	\$ (426,179)	\$ (1,634,480)	-5.9%	\$ 1,761,435	6.3%	\$ (3,395,915)
	586,170	586,170	586,170	586,170	2,344,681	8.5%	2,284,686	8.2%	59,995																																																																																																																																																																																				
SPECIFIC COSTS																																																																																																																																																																																													
PROGRAMS:																																																																																																																																																																																													
CLIENT SUPPORT COSTS	246,706	246,706	246,706	246,706	986,822	3.6%	1,387,223	5.0%	(400,401)																																																																																																																																																																																				
UNIQUE MHSA PROGRAM RELATED COSTS	88,000	88,000	88,000	88,000	352,000	1.3%	-	0.0%	352,000																																																																																																																																																																																				
COMMUNITY GRANTS	21,250	21,250	21,250	21,250	85,000	0.3%	65,856	0.2%	19,144																																																																																																																																																																																				
WET--LEARNING & OUTREACH	28,542	28,542	28,542	28,542	114,166	0.4%	110,841	0.4%	3,325																																																																																																																																																																																				
PROFESSIONAL SERVICES	36,280	36,280	36,280	36,280	145,118	0.5%	106,425	0.4%	38,693																																																																																																																																																																																				
ADMINISTRATIVE:																																																																																																																																																																																													
DIRECTORS & OFFICERS INSURANCE	15,389	15,389	15,389	15,389	61,554	0.2%	59,761	0.2%	1,793																																																																																																																																																																																				
PROFESSIONAL SERVICES	56,345	56,345	56,345	56,345	225,378	0.8%	231,703	0.8%	(6,325)																																																																																																																																																																																				
ATTORNEY FEES	15,082	15,082	15,082	15,082	60,327	0.2%	58,570	0.2%	1,757																																																																																																																																																																																				
BANK FEES	1,425	1,425	1,425	1,425	5,698	0.0%	5,532	0.0%	166																																																																																																																																																																																				
AUDIT FEES	9,442	9,442	9,442	9,442	37,769	0.1%	36,668	0.1%	1,101		518,458	518,458	518,458	518,458	2,073,832	7.5%	2,062,579	7.4%	11,253	DEPRECIATION AND AMORT	145,290	145,290	145,290	145,290	581,161	2.1%	458,970	1.7%	122,191	TOTAL COSTS	7,288,901	7,288,901	7,288,901	7,288,901	29,155,603	105.9%	26,050,447	93.7%	3,105,156	INCOME (LOSS) FROM OPERATIONS	\$ (426,179)	\$ (426,179)	\$ (355,943)	\$ (426,179)	\$ (1,634,480)	-5.9%	\$ 1,761,435	6.3%	\$ (3,395,915)																																																																																																																																												
	518,458	518,458	518,458	518,458	2,073,832	7.5%	2,062,579	7.4%	11,253																																																																																																																																																																																				
DEPRECIATION AND AMORT	145,290	145,290	145,290	145,290	581,161	2.1%	458,970	1.7%	122,191																																																																																																																																																																																				
TOTAL COSTS	7,288,901	7,288,901	7,288,901	7,288,901	29,155,603	105.9%	26,050,447	93.7%	3,105,156																																																																																																																																																																																				
INCOME (LOSS) FROM OPERATIONS	\$ (426,179)	\$ (426,179)	\$ (355,943)	\$ (426,179)	\$ (1,634,480)	-5.9%	\$ 1,761,435	6.3%	\$ (3,395,915)																																																																																																																																																																																				

NOTE: The fiscal year 2020-21 amounts are UNAUDITED and PRELIMINARY based on 9 months results through March 31, 2021.
Such amounts are subject to further review and audit and are presented herein for comparison purposes only.

**TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING OPERATING BUDGET
FISCAL YEAR 2021-22**

	FY 2021-22 BUDGET			FY 2020-21 PROJECTED (Note)			INCREASE (DECREASE) 2022 BUDGET vs 2021 PROJECTED		
	TCMH CLINIC (REALIGNMENT)	MHSA	TOTAL	TCMH CLINIC (REALIGNMENT)	MHSA	TOTAL	TCMH CLINIC (REALIGNMENT)	MHSA	TOTAL
REVENUE									
MEDI-CAL ADULT FFP	\$ 3,258,846	\$ 2,423,606	\$ 5,682,452	\$ 3,247,048	\$ 2,365,727	\$ 5,612,775	\$ 11,798	\$ 57,879	\$ 69,677
MEDI-CAL CHILDREN FFP	1,397,661	1,480,469	2,878,130	1,098,691	1,363,932	2,462,623	298,970	116,537	415,507
MEDI-CAL CHILDREN EPSDT--STATE	1,531,661	1,118,632	2,650,293	1,009,300	832,263	1,841,563	522,361	286,369	808,730
REALIGNMENT	3,955,344	-	3,955,344	4,183,011	-	4,183,011	(227,667)	-	(227,667)
MEDICARE	2,000	2,000	4,000	1,000	1,400	2,400	1,000	600	1,600
PATIENT FEES/INSURANCE	2,100	-	2,100	2,100	-	2,100	-	-	-
MHSA FUNDING	-	12,222,954	12,222,954	-	13,536,710	13,536,710	-	(1,313,756)	(1,313,756)
CITY SHARE - LA VERNE	12,000	-	12,000	12,000	-	12,000	-	-	-
CITY SHARE - CLAREMONT	14,561	-	14,561	14,561	-	14,561	-	-	-
CITY SHARE - POMONA	43,675	-	43,675	43,675	-	43,675	-	-	-
GRANTS	365,306	-	365,306	431,000	-	431,000	(65,694)	-	(65,694)
INTEREST INCOME	16,650	70,420	87,070	25,000	144,000	169,000	(8,350)	(73,580)	(81,930)
RENTAL AND OTHER INCOME	5,350	105,500	110,850	218,085	105,500	323,585	(212,735)	-	(212,735)
ESTIMATED M/C DENIALS/DISALLOWANCE	(309,408)	(198,203)	(507,612)	(444,468)	(378,653)	(823,121)	135,060	180,450	315,509
TOTAL REVENUES	10,295,746	17,225,378	27,521,123	9,841,003	17,970,879	27,811,882	454,743	(745,501)	(290,759)
EXPENSES									
SALARY COSTS									
<i>FTE's</i>	92.2	138.8	231.0	85.0	137.0	222.0	7.2	1.8	9.0
SALARY AND WAGES	6,807,170	10,148,801	16,955,971	6,232,802	9,444,944	15,677,746	574,368	703,857	1,278,225
INSURANCE-Health/workers comp/life	1,148,734	1,687,753	2,836,487	731,390	1,261,139	1,992,529	417,344	426,614	843,958
RETIREMENT COSTS	862,538	1,238,303	2,100,841	653,363	1,106,822	1,760,185	209,175	131,481	340,656
PAYROLL TAXES	169,202	246,218	415,420	119,012	173,178	292,190	50,190	73,040	123,230
MISC COSTS	166,767	243,516	410,283	42,960	81,961	124,921	123,807	161,555	285,362
	9,154,411	13,564,591	22,719,002	7,779,527	12,068,044	19,847,571	1,374,884	1,496,547	2,871,431
FACILITY COSTS									
STORAGE LEASES	19,216	22,024	41,240	18,657	21,382	40,039	559	642	1,201
MORTGAGE INTEREST (2008 Garey)	41,257	-	41,257	40,055	-	40,055	1,202	-	1,202
FACILITY RENT	246,783	321,885	568,668	239,595	312,511	552,106	7,188	9,374	16,562
INTERCOMPANY FACILITY CHARGES	(55,949)	55,949	-	(54,319)	54,319	-	(1,630)	1,630	-
UTILITIES	23,281	75,704	98,985	22,603	73,499	96,102	678	2,205	2,883
BUILDING REPAIRS AND MAINTENANCE	45,949	71,128	117,077	45,885	69,055	114,940	64	2,073	2,137
JANITORIAL SERVICES & SUPPLIES	51,859	85,086	136,945	50,347	82,609	132,956	1,512	2,477	3,989
WASTE DISPOSAL	4,677	12,656	17,333	4,541	12,289	16,830	136	367	503
	377,073	644,432	1,021,505	367,364	625,664	993,028	9,709	18,768	28,477
EQUIPMENT COSTS									
EQUIPMENT RENTAL/LEASE	43,341	72,552	115,893	42,079	70,441	112,520	1,262	2,111	3,373
EQUIP MAINT/REPAIRS	8,939	13,945	22,884	8,680	13,540	22,220	259	405	664
EQUIP/FURNITURE PURCHASES EXPENSED	8,185	14,351	22,536	8,232	13,935	22,167	(47)	416	369
AUTO EXPENSES	1,766	14,497	16,263	1,715	14,073	15,788	51	424	475
AUTO INSURANCE	6,413	37,473	43,886	6,226	36,383	42,609	187	1,090	1,277
CELLULAR/PAGER LEASES	71,524	122,436	193,960	69,440	118,869	188,309	2,084	3,567	5,651
	140,168	275,254	415,422	136,372	267,241	403,613	3,796	8,013	11,809

**TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING OPERATING BUDGET
FISCAL YEAR 2021-22**

	FY 2021-22 BUDGET			FY 2020-21 PROJECTED (Note)			INCREASE (DECREASE) 2022 BUDGET vs 2021 PROJECTED		
	TCMH CLINIC (REALIGNMENT)	MHSA	TOTAL	TCMH CLINIC (REALIGNMENT)	MHSA	TOTAL	TCMH CLINIC (REALIGNMENT)	MHSA	TOTAL
OTHER SERVICES AND SUPPLIES									
CONFERENCES, SEMINARS & RELATED COSTS	9,963	37,197	47,160	9,672	36,114	45,786	291	1,083	1,374
MILEAGE REIMBURSEMENT	3,085	3,288	6,373	2,995	3,194	6,189	90	94	184
PERSONNEL ADS	12,908	17,413	30,321	12,532	16,905	29,437	376	508	884
PROFESSIONAL LIABILITY INSURANCE	78,677	131,115	209,792	76,386	127,297	203,683	2,291	3,818	6,109
SECURITY	160,625	417,607	578,232	155,948	405,444	561,392	4,677	12,163	16,840
DUES & SUBSCRIPTIONS	24,321	36,312	60,633	23,613	35,254	58,867	708	1,058	1,766
OTHER SUPPLIES	16,843	30,838	47,681	16,652	29,937	46,589	191	901	1,092
PRINTING	1,309	2,290	3,599	1,271	2,224	3,495	38	66	104
CLIENT EXPENSES	45,488	317,875	363,363	44,163	492,569	536,732	1,325	(174,694)	(173,369)
LAB COST	12,887	717	13,604	12,512	696	13,208	375	21	396
AMBULANCE COSTS	13,541	49,171	62,712	13,147	47,739	60,886	394	1,432	1,826
OFFICE SUPPLIES	9,325	13,660	22,985	9,054	13,262	22,316	271	398	669
POSTAGE	1,722	2,380	4,102	1,672	2,312	3,984	50	68	118
RECORD DESTRUCTION	3,252	3,253	6,505	3,158	3,158	6,316	94	95	189
TELEPHONE EXPENSES	102,862	157,746	260,608	99,866	153,149	253,015	2,996	4,597	7,593
COMPUTER SYSTEMS & SOFTWARE	105,793	157,657	263,450	55,555	82,331	137,886	50,238	75,326	125,564
DATA PROCESSING/LICENSES	176,473	117,649	294,122	61,503	71,214	132,717	114,970	46,435	161,405
IT RELATED EXPENSES-Consulting/Training	21,000	14,000	35,000	60,624	68,127	128,751	(39,624)	(54,127)	(93,751)
MISCELLANEOUS	10,025	24,414	34,439	9,733	23,704	33,437	292	710	1,002
	810,099	1,534,582	2,344,681	670,056	1,614,630	2,284,686	140,043	(80,048)	59,995
SPECIFIC COSTS									
PROGRAMS:									
CLIENT SUPPORT COSTS	181,067	805,755	986,822	232,771	1,154,452	1,387,223	(51,704)	(348,697)	(400,401)
UNIQUE MHSA PROGRAM RELATED COSTS	-	352,000	352,000	-	-	-	-	352,000	352,000
COMMUNITY GRANTS	-	85,000	85,000	-	65,856	65,856	-	19,144	19,144
GRANTS	-	-	-	-	-	-	-	-	-
WET-LEARNING & OUTREACH	-	114,166	114,166	-	110,841	110,841	-	3,325	3,325
PROFESSIONAL SERVICES	4,227	140,891	145,118	4,103	102,322	106,425	124	38,569	38,693
ADMINISTRATIVE:									
DIRECTORS & OFFICERS INSURANCE	24,019	37,535	61,554	23,319	36,442	59,761	700	1,093	1,793
PROFESSIONAL SERVICES	151,983	73,395	225,378	147,556	84,147	231,703	4,427	(10,752)	(6,325)
ATTORNEY FEES	10,975	49,352	60,327	10,656	47,914	58,570	319	1,438	1,757
BANK FEES	4,187	1,511	5,698	4,065	1,467	5,532	122	44	166
AUDIT FEES	14,729	23,040	37,769	14,300	22,368	36,668	429	672	1,101
	391,187	1,682,645	2,073,832	436,770	1,625,809	2,062,579	(45,583)	56,836	11,253
DEPRECIATION AND AMORT	150,262	430,899	581,161	89,374	369,596	458,970	60,888	61,303	122,191
TOTAL COSTS	11,023,200	18,132,403	29,155,603	9,479,463	16,570,984	26,050,447	1,543,737	1,561,419	3,105,156
INCOME (LOSS) FROM OPERATIONS	\$ (727,454)	\$ (907,025)	\$ (1,634,480)	\$ 361,540	\$ 1,399,895	\$ 1,761,435	\$ (1,088,994)	\$ (2,306,920)	\$ (3,395,915)

NOTE: The fiscal year 2020-21 amounts are UNAUDITED and PRELIMINARY based on nine months results through March 31, 2021.
Such amounts are subject to further review and audit and are presented herein for comparison purposes only.

**TRI-CITY MENTAL HEALTH AUTHORITY--TOTAL AGENCY
CONSOLIDATED CASH FLOW BUDGET
FISCAL YEAR 2021-22**

	FY 2021-22 QUARTERS				BUDGET FY 2021-22	PROJECTED FY 2020-21
	1ST QRT	2ND QRT	3RD QRT	4TH QRT		
CASH FLOWS FROM OPERATING ACTIVITIES						
CASH RECEIVED FROM AND ON BEHALF OF PATIENTS	\$ 4,370,330	\$ 2,335,027	\$ 2,335,027	\$ 2,335,027	\$ 11,375,409	\$ 11,877,241
CASH PAYMENTS TO SUPPLIERS AND CONTRACTORS	(1,463,860)	(1,463,860)	(1,463,860)	(1,463,860)	(5,855,440)	(5,995,273)
PAYMENTS TO OR ON BEHALF OF EMPLOYEES	(5,679,751)	(5,679,751)	(5,679,751)	(5,679,751)	(22,719,002)	(19,475,230)
NET CASH USED BY OPERATING ACTIVITIES	(2,773,281)	(4,808,584)	(4,808,584)	(4,808,584)	(17,199,033)	(13,593,262)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES						
MHSA FUNDING	3,143,896	2,515,117	3,772,675	3,143,896	12,575,584	15,471,483
REALIGNMENT	988,836	988,836	988,836	988,836	3,955,344	4,095,067
GRANTS	91,327	91,327	91,327	91,327	365,306	500,841
CARES ACT	-	-	-	-	-	185,943
CONTRIBUTIONS FROM MEMBER CITIES	-	-	70,236	-	70,236	70,236
NET CASH PROVIDED BY NONCAPITAL FINANCING ACTIVITIES	4,224,059	3,595,279	4,923,074	4,224,059	16,966,470	20,323,570
CASH FLOW FROM CAPITAL AND RELATED FINANCING ACTIVITIES						
PURCHASE OF CAPITAL ASSETS:						
BUILDING AND IMPROVEMENTS	(519,904)	(389,928)	(259,952)	(129,976)	(1,299,760)	-
LAND	-	-	-	-	-	-
OFFICE FURNITURE, EQUIPMENT & VEHICLES	(34,600)	(53,000)	(34,600)	(34,600)	(156,800)	(356,226)
IT EQUIPMENT, HARDWARE AND SOFTWARE LICENSES	(266,156)	(176,555)	(28,985)	(118,586)	(590,282)	(8,800)
VEHICLES	-	-	-	-	-	-
PROCEEDS FROM HUD HOME LOAN-PARK AVE IMPROVEMENTS	-	-	-	-	-	-
PRINCIPAL PAYMENTS ON CAPITAL DEBT	(192,922)	(192,922)	(192,922)	(192,922)	(771,686)	(30,688)
OTHER - CSS HOUSING PROJECTS	-	-	-	-	-	(2,800,000)
INTEREST PAID ON CAPITAL DEBT	(10,314)	(10,314)	(10,314)	(10,314)	(41,257)	(41,592)
NET CASH USED BY CAPITAL AND RELATED FINANCING ACTIVITIES	(1,023,896)	(822,719)	(526,773)	(486,398)	(2,859,785)	(3,237,306)
CASH FLOW FROM INVESTING ACTIVITIES						
INTEREST RECEIVED	21,768	21,768	21,768	21,768	87,070	231,971
OTHER INCOME RECEIVED	27,713	27,713	27,713	27,713	110,850	132,555
NET CASH PROVIDED BY INVESTING ACTIVITIES	49,480	49,480	49,480	49,480	197,920	364,526
CASH FLOWS FROM REORGANIZATIONAL ITEMS						
PRE-BANKRUPTCY FUNDS FROM CAL DMH IN ERROR-REPAID	-	-	-	-	-	-
DISTRIBUTION TO BANKRUPTCY UNSECURED CREDITORS	-	-	-	-	-	(656,063)
	-	-	-	-	-	(656,063)
NET CHANGE IN CASH	476,362	(1,986,544)	(362,803)	(1,021,443)	(2,894,428)	3,201,466
CASH BEGINNING BALANCE (Projected)	34,333,282	34,809,643	32,823,100	32,460,297	34,333,282	31,131,816
CASH ENDING BALANCE	\$ 34,809,643	\$ 32,823,100	\$ 32,460,297	\$ 31,438,854	\$ 31,438,854	\$ 34,333,282
CASH RECAP:						
FUNDS AVAILABLE FOR TCMH-CLINICAL OPERATIONS	\$ 8,812,156	\$ 8,213,991	\$ 7,725,767	\$ 7,207,011	\$ 7,207,011	\$ 8,275,531
FUNDS AVAILABLE FOR MHSA OPERATIONS	25,997,488	24,609,109	24,734,530	24,231,843	24,231,843	26,057,751
	\$ 34,809,643	\$ 32,823,100	\$ 32,460,297	\$ 31,438,854	\$ 31,438,854	\$ 34,333,282

**NOTE: The fiscal year 2020-21 amounts are UNAUDITED and PRELIMINARY based on nine months results through March 31, 2021.
Such amounts are subject to further review and audit and are presented herein for comparison purposes only.**

**TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING CASH FLOW BUDGET
FISCAL YEAR 2021-22**

	FY 2021-22 BUDGET			PROJECTED FY 2020-21 (Note)		
	TCMH CLINIC (REALIGNMENT)	MHSA	TOTAL	TCMH CLINIC (REALIGNMENT)	MHSA	TOTAL
CASH FLOWS FROM OPERATING ACTIVITIES						
CASH RECEIVED FROM AND ON BEHALF OF PATIENTS	\$ 6,436,465	\$ 4,938,944	\$ 11,375,409	\$ 6,411,720	\$ 5,465,521	\$ 11,877,241
CASH PAYMENTS TO SUPPLIERS AND CONTRACTORS	(1,718,527)	(4,136,913)	(5,855,440)	(1,594,777)	(4,400,496)	(5,995,273)
PAYMENTS TO OR ON BEHALF OF EMPLOYEES	(9,154,411)	(13,564,591)	(22,719,002)	(8,069,549)	(11,405,681)	(19,475,230)
NET CASH USED BY OPERATING ACTIVITIES	(4,436,473)	(12,762,560)	(17,199,033)	(3,252,606)	(10,340,656)	(13,593,262)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES						
MHSA FUNDING	-	12,575,584	12,575,584	-	15,471,483	15,471,483
REALIGNMENT	3,955,344	-	3,955,344	4,095,067	-	4,095,067
GRANTS	365,306	-	365,306	500,841	-	500,841
CARES ACT	-	-	-	185,943	-	185,943
CONTRIBUTIONS FROM MEMBER CITIES	70,236	-	70,236	70,236	-	70,236
NET CASH PROVIDED BY NONCAPITAL FINANCING ACTIVITIES	4,390,886	12,575,584	16,966,470	4,852,087	15,471,483	20,323,570
CASH FLOW FROM CAPITAL AND RELATED FINANCING ACTIVITIES						
PURCHASE OF CAPITAL ASSETS:						
BUILDING AND IMPROVEMENTS	(107,200)	(1,192,560)	(1,299,760)	-	-	-
LAND	-	-	-	-	-	-
OFFICE FURNITURE, EQUIPMENT & VEHICLES	(64,800)	(92,000)	(156,800)	(143,296)	(212,930)	(356,226)
IT EQUIPMENT, HARDWARE AND SOFTWARE LICENSES	(115,939)	(474,343)	(590,282)	(2,640)	(6,160)	(8,800)
VEHICLES	-	-	-	-	-	-
PRINCIPAL PAYMENTS ON CAPITAL DEBT	(771,686)	-	(771,686)	(30,688)	-	(30,688)
OTHER - CSS HOUSING PROJECTS	-	-	-	-	(2,800,000)	(2,800,000)
INTEREST PAID ON CAPITAL DEBT	(41,257)	-	(41,257)	(41,592)	-	(41,592)
RECEIPT/PAYMENT OF INTERCOMPANY ADVANCES BETWEEN OPERATIONS	55,949	(55,949)	-	85,366	(85,366)	-
NET CASH USED BY CAPITAL AND RELATED FINANCING ACTIVITIES	(1,044,933)	(1,814,852)	(2,859,785)	(132,850)	(3,104,456)	(3,237,306)
CASH FLOW FROM INVESTING ACTIVITIES						
INTEREST RECEIVED	16,650	70,420	87,070	38,963	193,008	231,971
OTHER INCOME RECEIVED	5,350	105,500	110,850	30,644	101,911	132,555
NET CASH PROVIDED BY INVESTING ACTIVITIES	22,000	175,920	197,920	69,607	294,919	364,526
CASH FLOWS FROM REORGANIZATIONAL ITEMS						
RECOGNITION OF BANKRUPTCY DEBT SETTLEMENT	-	-	-	-	-	-
PRE-BANKRUPTCY FUNDS FROM CAL DMH IN ERROR-REPAID	-	-	-	-	-	-
DISTRIBUTION TO BANKRUPTCY UNSECURED CREDITORS	-	-	-	(656,063)	-	(656,063)
	-	-	-	(656,063)	-	(656,063)
NET CHANGE IN CASH	(1,068,520)	(1,825,908)	(2,894,428)	880,176	2,321,290	3,201,466
CASH BEGINNING BALANCE (Projected)	8,275,531	26,057,751	34,333,282	7,395,355	23,736,461	31,131,816
CASH ENDING BALANCE	\$ 7,207,011	\$ 24,231,843	\$ 31,438,854	\$ 8,275,531	\$ 26,057,751	\$ 34,333,282

NOTE: The fiscal year 2020-21 amounts are UNAUDITED and PRELIMINARY based on nine months results through March 31, 2021. Such amounts are subject to further review and audit and are presented herein for comparison purposes only.

TRI-CITY MENTAL HEALTH AUTHORITY
TCMH - HISTORICAL OUTPATIENT CLINICAL OPERATIONS

PROPOSED

OPERATING BUDGET AND CASH FLOW BUDGET

FISCAL YEAR 2021-22

DRAFT

TCMH – HISTORICAL OUTPATIENT CLINICAL OPERATIONS

BUDGETED OPERATING INCOME

GENERAL INFORMATION

The Outpatient Clinical (TCMH) budget includes the projected funding and operating costs of the Adult Outpatient Clinic Program, the Child and Family Outpatient Clinic Program, the associated Administration of these programs and the various Grant programs currently being administered by Tri-City.

Revenues for these programs, as previously noted, include 1991 Realignment, Medi-Cal cost reimbursement from FFP and State EPSDT Medi-Cal as well as a few State and Local grants. These revenues were projected based on Tri-City's past experience, expected increases to service requests and projected state revenue information obtained from the California Behavioral Health Director Association.

Total budgeted costs for the above noted Outpatient programs of \$11.0 million include salaries and benefits of approximately \$9.2 million and approximately \$1.8 million in other operating costs including cost for facilities, equipment, and other services and supplies. This budget assumes various vacancies will be fully occupied throughout the fiscal year. For fiscal 2021-22, the salaries and benefits associated with Tri-City's Executive team, Senior Management team, and administrative staff who serve the entire Agency, are anticipated to spend approximately 38% of their time on TCMH programs. This budget includes a total of 32.3 FTEs of allocated time for these staff which have been allocated to reflect the staffing proportions of the Agency.

The program descriptions for each of the programs included in the Outpatient Clinic Budget are discussed below:

- Children and Family Outpatient Program
- Adult Outpatient Program
- Grant Programs
- Administration

CHILDREN AND FAMILY OUTPATIENT PROGRAM

Since 1960, Tri-City Mental Health has been providing outpatient specialty mental services for the residents of Pomona, Laverne and Claremont. These services are provided to children and youth ages 0 to 21 at the children's outpatient clinic located in Pomona (the Royalty Building). Funding for this program includes 1991 Realignment, and Federal and State Medi-Cal funding. Medi-Cal funds are made up of Federal Financial Participation (FFP) and the State's match, Early and Periodic Screening, Diagnostic and Treatment (EPSDT). 1991 Realignment is derived from State Vehicle License Fees and Sales Tax collected at the State level.

ADULT OUTPATIENT PROGRAM

Since 1960, Tri-City Mental Health has been providing outpatient specialty mental services for the residents of Pomona, Laverne and Claremont. These services are provided to adults age 18 and over at the adult outpatient clinic also located in Pomona (the Garey Building). Funding for this program includes 1991 Realignment and Medi-Cal funding, Federal Financial Participation (FFP). 1991 Realignment is derived from State Vehicle License Fees and Sales Tax collected at the State level.

GRANT PROGRAMS

On occasion, Tri-City is the recipient of grants for specific programs or purposes and typically include one-time funding or limited and short-term in nature. Within the Grants Programs caption, various grant funds and corresponding expenditures have been budgeted to include the following described programs:

Measure H – The Los Angeles County initiative to end homelessness, began collecting a countywide sales tax in July 2017. This tax will be collected over ten years and is being used to fund services and strategies to address homelessness throughout Los Angeles County. A portion of Measure H funds were made available for every city in the County of Los Angeles to develop a city specific plan to homelessness in their area. All three of the cities in Tri-City's jurisdiction applied for these monies and are collaborating with Tri-City to provide these services. Tri-City has entered into a Contract with the City of Pomona to provide various services (that are being reimbursed through this contract) to address homelessness including the hiring of four Navigators. The projected revenues and expenditures for this program are included in the "Grants" column of the Tri-City operating budget and include the reimbursement of costs associated with approximately 4 Full-Time Navigators dedicated to this program and other allowable costs per the contract. We have budgeted approximately \$208K in remaining funds to be expended.

Adverse Childhood Experiences (ACEs) Grants - On behalf of the Department of Health Care Services (DHCS), a total of \$150 thousand in grants from the Aurrera Health Group was awarded to Tri-City. A grant of \$100 thousand was awarded for provider trainings, while the grant of \$50 thousand is for communications. The First Surgeon General Dr. Nadine Burke Harris in partnership with the California Governor, the State Department of Health Care Services, and health and community leaders is leading a system reform that recognizes and responds to the effects that ACEs have on biological systems, and addresses the long term impacts of ACEs. The initiative will fund organizations to help extend the reach and impact of its initiative to Medi-Cal providers and organizations that serve Medicare beneficiaries. The projected end date for these grants is December of 2021.

Pomona Vision 2030 Project – As part of a project being funded by the Ballmer Group, a philanthropic organization, that among other things, supports innovative community initiatives, Tri-City was asked to enter into a collaboration titled the Pomona Vision 2030 Project. Tri-City was to serve as lead agency and to enter into a collaboration agreement with the Pomona Community Foundation, Bright Prospect and the Fairplex in order to drawn down the \$78 thousand for its role in the project. The \$78 thousand was collected by Tri-City during fiscal 2020-21. As the lead agency for the Childhood Phase of the project, Tri-City will partner with Pomona Unified School District (PUSD) to engage and assess the needs and strengths of

PUSD students and their families who are in grades K thru Middle school. The Ballmer Group also amended the proposal to allow Tri-City and PUSD to seek to create a community network of providers and businesses that will support students and families especially impacted by COVID-19 that may serve as a model for crisis relief and community stabilization in the future. The initial phase of the projected is projected to be completed by December of 2021.

Intensive Case Management Services (ICMS) – In 2012, Los Angeles Department of Health Services (DHS) created the Supportive Housing Services program, following the passage of Measure H in Los Angeles County in 2017. DHS released a new Request for Statement of Qualifications (RFSQ) to secure additional qualified agencies to provide Intensive Case Management services. In September 2019 a contract between Tri-City and DHS was completed whereby Tri-City will be reimbursed to provide services to persons identified by DHS as being chronically homeless and in need of housing and other supports, including mental health. A minimal amount of projected revenues and expenditures (to be reimbursed) for this program are included in the “Grants” column of the Tri-City operating budget as Tri-City continues to implement this program.

ADMINISTRATION

These costs include the administrative functions required to oversee the various programs primarily funded through 1991 Realignment within the Tri-City Mental Health Outpatient Budget. The outpatient budget includes salary costs, professional fees, attorney fees, information system costs, equipment costs, and supply costs. Personnel costs include 92.2 FTEs of various personnel who directly work on with the varying programs, in addition to allocated time of Executive/Senior Management, as well as data collection, billing and accounting personnel.

REVENUES

Revenues were projected based on existing program funding, including Realignment funding, Medi-Cal cost reimbursement from the Federal Medicaid Program and California Departments of Health Care Services (“DCHS” or “State”), and other funding and sometimes grant funds.

Tri-City submits its Medi-Cal claims through LAC DMH and receives FFP cost reimbursement for all qualifying mental health services, as well as additional cost reimbursement from State Mental Health Funds (SMHF) for qualifying mental health services to children and youth under age 21 through Early Periodic Screening Diagnosis and Treatment services funding (EPSDT/SMHF). The Medi-Cal FFP and EPSDT/SMHF revenues are estimated based on projected level of service hours to be provided by care providers employed or to be hired by Tri-City.

1. **Realignment.** The estimated \$3.9 million is based on the most current information obtained from the California Behavioral Health Directors Association’s (CBHDA) analysis of the state budget. Although Realignment funding in Fiscal 2021-22 is expected to continue to be impacted directly by COVID-19 collections are still expected to be in line with what was collected by Tri-City in 2020-21 and Tri-City is conservatively budgeting realignment revenue up to the minimum baseline of \$3.9 million and anticipating minimal growth.

Tri-City’s Realignment funds come from dedicated State taxes allocated to the State’s Mental Health Fund and are considered tax funds that qualify to be used for public

expenditures. Therefore, these funds must be used in the provision of Medi-Cal services in order for Tri-City to receive FFP reimbursement, or they must be used to “match” the FFP. Realignment funds not used as Medi-Cal match can be used to:

- a. Provide mental health services and costs that are not covered by the Medi-Cal program – primarily indigent care;
- b. Cover program costs in excess of revenues
- c. Cover administrative costs not covered by the Medi-Cal program;
- d. Provide for capital expenditures; *and*
- e. Make payments on debt

Based on the 2021-22 operating budget, 30.4% of the projected Realignment funds will be used to “match” Medi-Cal costs, 19.0% will be used to cover indigent care, 6.5% will be used to cover the Non-Covered portion of MCE, 44.1% will be used to cover program costs in excess of revenues including administrative costs that exceed 15% of direct program costs and not considered as Medi-Cal reimbursable costs per Tri-City’s negotiated agreement with LAC DMH and to cover capital expenditures and debt payments, including the mortgage.

2. **Medi-Cal Adult FFP.** Medi-Cal FFP for the adult outpatient program is estimated based on the projected level of service hours to be provided by care providers employed or to be hired by Tri-City. This level of service is measured in units of service which are multiplied by the Agency’s projected cost per unit of service. The related charges/costs are assumed to be covered by Federal reimbursement (FFP) and Realignment. The Federal reimbursement (FFP) will be 50% of the costs to provide services to those individuals that qualify under the original Short-Doyle/MC program. The remaining 50% of those costs will be covered by Realignment. In addition, due to the expanded Medi-Cal program (MCE) under the Affordable Healthcare Act for single adults ages 19 to 64, projected revenues include the FFP reimbursement for the MCE services provided will be reimbursed at the rate of 90% of the costs, thereby replenishing the majority of the upfront realignment used to provide the services. The FFP reimbursement under MCE was originally 100% for the first three calendar years (2014 thru 2016), 95% as of January 1, 2017, 94% as of January 1, 2018, 93% as of January 1, 2019, and finally the reimbursement was reduced to 90% beginning January 1, 2020. Additionally, as previously noted, starting January 1, 2020, a new California law will provide full scope Medi-Cal to young adults under the age of 26 regardless of immigration status.
3. **Medi-Cal Children FFP.** Medi-Cal FFP for the children outpatient programs is estimated based on the projected level of service hours to be provided by care providers employed or to be hired by Tri-City. This level of service is measured in units of service which are multiplied by the Agency’s projected cost per unit of service. The related charges/costs are assumed to be covered by Federal (FFP) and State (EPSDT/SMHF) reimbursement. The Federal reimbursement (FFP) rate is currently at 50% of the costs, and the other 50% is projected to be covered by EPSDT State Mental Health Funds as noted below.
4. **Medi-Cal Children EPSDT – State.** Based on the State budget and the analysis of CBHDA it is projected that the EPSDT allocation rates from the State for fiscal year 2021-22 will range from 43% to 50% of the cost of services provided.

5. **Medicare.** This represents the expected reimbursement for mental health services provided to consumers that qualify under Medicare. The projected amount is based on prior experience and amounts collected in prior years.
6. **City Share.** This funding is based on the “Local Realignment Maintenance of Effort Funds (SB681)” required for Tri-City to receive realignment. The projected city shares are based on amounts received in prior years as well as the minimum required for realignment purposes.
7. **Grants.** These funds represent expected amounts to be received for various grant programs as previously described, which may be one-time, limited term grants or on-going programs. These include the Measure H program, a grant for providing Adverse Childhood Experiences (ACEs) training, Intensive Case Management Services and a contract with Bonita USD for drop-in mental health services provided by Tri-City to students attending schools within the school district.
8. **Interest Income.** These funds represent interest earned on cash invested in the Local Agency Investment Fund (“LAIF”), as well as other interest bearing operating bank accounts. The amount budgeted for interest income for FY 2021-22 is based on the projected interest from current clinic operation cash balances and based on past experience.
9. **Medi-Cal Denials/Disallowances:** This allowance represents a conservative 10% reserve for disallowances of FFP and State EPSDT Medi-Cal claims billed.

OPERATING EXPENSES

1. **Salary Costs.** Salary costs of \$9.2 million include salaries and wages of \$6.8 million and employee benefits of \$2.4 million. These salaries and benefits include \$7.6 million of clinical and direct staff salaries and \$1.6 million of administrative salaries. The costs were based on the Agency’s actual current employee roster (as of March 2021) plus any vacant or new positions for fiscal year 2021-22. The resulting budgeted salaries for 2021-22 are approximately \$1.4 million higher than the projected costs for 2020-21, however approximately \$811 thousand higher than the Fiscal Year 2020-21 adopted budget. Clinical staff salaries are budgeted to increase from the projected actuals for fiscal 2020-21 due to expected filling of several positions that were vacant during the year.

Salaries and benefits associated with Tri-City’s Executive team, Senior Management team, and administrative staff who serve the entire Agency, are allocated to TCMH and MHSA at the rate of 38% and 62%, respectively. This allocation of costs for these staff, are reflective of the staffing proportions of the Agency.

Employee benefits, including insurance, retirement, and payroll taxes are based on the historical cost as a relationship to base salary and wages. The average percentage of employee benefits agency wide is estimated at approximately 32.85%.

2. **Facility Costs.** Facility costs for the 2021-22 Budget include the costs of maintaining Tri-City’s adult outpatient clinic operations at 2008 N. Garey Avenue, the rent and related costs for the children’s outpatient clinic operations at 1900 Royalty Street, and allocation of the rent and maintenance costs associated with the administrative offices in Claremont. The

intercompany facility charges and income reflected under the Adult O/P program relates to costs of the 2008 N. Garey building that will be allocated to MHSA operations also located at the facility (primarily staffing for FSP Adult and FSP Older Adults). The amounts charged to the MHSA programs are consistent with the prior year and are based on actual costs and allocated by square foot.

The costs for storage leases include the rental of space for archiving documents that are legally required to be retained, and are primarily fixed costs with minor increases to rates. Storage costs that do fluctuate are associated with the storage of medical records and will fluctuate based on usage/access of these documents.

3. **Equipment Costs.** This amount reflects the anticipated equipment costs, such as equipment rentals, leases, repairs, non-capital equipment and furniture purchases, desk phones and maintenance fees.
4. **Other Service and Supply Costs.** Other service and supply costs are projected based on actual costs incurred in FY 2020-21 and adjusted for inflation and for specific known increases or decreases. The most significant of these costs are explained as follows:
 - a. Conference, Seminars & Related Costs. These budgeted costs reflect the Agency's commitment to keep staff up-to-date on all new regulations under the Affordable Care Act, expanded Medi-Cal, new billing requirements and the related client outcome and meaningful use programs. As such it is important that staff continue to attend conferences and seminars, however as a direct result of COVID-19, it is anticipated that the most or some of the trainings in Fiscal 2021-22 will continue to be through online webinars.
 - b. Professional Liability Insurance. These costs represent necessary insurance for general claims, if any, against Tri-City and other insurance coverages.
 - c. Security Expense. These budgeted costs include the cost of having security guards at several Tri-City locations and are projected based on past experience.
 - d. Dues and Subscriptions. These costs include dues for industry associations, dues and renewals for professional licenses and dues for computer program support.
 - e. Lab and Med Costs. These projected costs relate directly to the implementation of meaningful use outcomes which include monitoring of physical systems as well as mental diagnosis.
 - f. Data Processing/Licenses. These budgeted costs include costs for required licensing and continued support for data base programs.
5. **Specific Costs.** These costs are mostly comprised of costs identified solely as administrative in nature, with the exception of client support expenses described below.
 - a. Client Support Costs. These costs mainly represent the cost of leasing five apartment units located in Pomona. These units are mainly occupied by Tri-City clients (both outpatient clinic and FSP clients) who pay Tri-City rent. The rental income is reflected in revenue.

- b. Directors and Officers Insurance. These administrative insurance costs are allocated between the Clinic and MHSAs operations.
- c. Professional Services. These costs include various professional services including media and communication costs and other costs anticipated for special projects including the implementation of a new electronic health record system. This amount also includes a general allowance for unforeseen professional services. During fiscal 2020-21 some one-time costs for professional services were budgeted but were not incurred. Some of these costs are re-budgeted for fiscal 2021-22.

Professional Services costs generally vary from year to year and although the budgeted 2021-22 amount shows an increase from the amount budgeted in 2020-21, it is in line with prior years' budgeted amounts. Additionally, this budget also allows for unexpected services to be required.

- d. Attorney Fees. These costs include the legal fees expected to be incurred for services to be provided by the General Counsel for normal operating items as well as miscellaneous legal fees in connection with human resources/employment matters. The amount budgeted for 2021-22 is in line with prior years' budgeted amounts for legal fees and considered prudent to allow for unexpected matters if they arise.
- e. Audit Fees. These costs represent the fees incurred for the outside independent auditor, which are allocated between Clinic Operations and MHSAs operations.

BUDGETED CASH FLOW

GENERAL

The budgeted cash flow for Tri-City's clinical operations for fiscal 2021-22 reflects a net decrease to cash of approximately \$1.1 million, thereby estimating a cash balance of approximately \$7.2 million at June 30, 2022. The primary reasons for the expected net decrease to cash is the projected payments to be made toward the pay-off of the mortgage in the estimated amount of \$772 thousand, in addition to capital activities in the approximate amount of \$288 thousand. The detail of the cash flow activity is described below.

CASH FLOWS FROM OPERATING ACTIVITIES

There are three major components to cash flows from operating activities:

1. Cash received from and on behalf of patients includes the following:
 - a. Expected receipts of Medi-Cal FFP and Medi-Cal EPSDT/SMHF for the budgeted fiscal period 2021-22 includes reimbursement received for current year services as well as collection of prior years' FFP and EPSDT. The receipts budgeted for claims relating to fiscal year 2021-22 services are anticipated to be received approximately 60 days after submission of claims due to the time it takes LAC DMH and State DMH to process and pay the claims. Amounts associated with Medi-Cal audit and cost report settlements are

also included, however these audits or settlements which historically were expected to take between 18 to 24 months are not yet complete. Through the end of fiscal 2020-21, Medi-Cal audit or settlements for fiscal years 2017-18 through 2019-20 have not yet been completed. It should be noted that based on prior experience, it is difficult to predict when these withhold amounts will actually be released.

- b. Collection of receipts for billed services within the last quarter of the current fiscal year, 2020-21.
 - c. Other collections, including patient fees, client rental payments, and any grant funds.
2. Cash payments to suppliers and contractors cost.
 3. Payments to or on behalf of employees. This amount includes the gross salaries plus benefits for both active employees and projected but presently vacant positions.

CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES

There are two major components to cash flows from noncapital financing activities:

1. Realignment. As previously discussed Realignment funds are projected based on prior year receipts, and on information obtained from State Budget Projections.
2. Contribution from member cities.

CASH FLOW FROM CAPITAL AND RELATED FINANCING ACTIVITIES

This section reflects TCMH's projected capital needs for fiscal year 2021-22 including potential investments to the facility located at 2008 N. Garey Avenue and leasehold improvements at the Royalty suites as well as, projected furniture and equipment needs and the related cost of mortgage debt. The projected purchases include the following:

1. The amount of \$107 thousand is being budgeted this year for building and leasehold improvements. This amount represents the projected cost for expected and unexpected improvements that may be required at the 2008 Garey site as well as any necessary leasehold improvements to the Royalty suites occupied by the Children and Family programs. These costs include the projected costs of replacing air conditioning units, anticipated improvement to lighting fixtures, additional expense to the parking lot at the 2008 Garey location as well as other necessary improvements to accommodate additional space for employees as deemed necessary throughout the year.
2. The amount of \$64 thousand is being budgeted for office furniture, and equipment projected and estimated for costs related to replacement of miscellaneous equipment, furniture and vehicles as needed throughout the year.
3. Approximately \$116 thousand has been projected for the replacement and improvement of hardware and software during fiscal 2021-22. This includes continual improvement or scheduled replacement of servers, renewal of software licenses, replacement of aged computers and replacement and improvement of various information technology related equipment. As a result of COVID-19 and the need for a majority of Tri-City staff to

telecommute, additional replacement of computers and some additional equipment is anticipated to be a continued necessity.

4. Principal and interest paid on the debt which is secured by the property at 2008 N. Garey Avenue is based on the mortgage loan that was refinanced in June 2012 with a 25-year amortization and interest at 5%. As disclosed in Tri-City's Annual Audited Financial Statements, this mortgage has a balloon payment due in June of 2022 which requires the remaining balance at June 2022 to be paid. After appropriate analysis is presented and considered during this next fiscal year, a decision by the Governing Board will need to be made to either re-finance the mortgage balance or pay the remaining balance prior to June of 2022. Until such time, and although a decision has not yet been made, the current cash flow projection includes a payment for this obligation in the amount of \$772 thousand as it currently stands.

CASH FLOW FROM INVESTING ACTIVITIES

This section reflects TCMH's projected interest income from the cash deposited in Tri-City's current investment portfolio.

CASH FLOW FROM REORGANIZATIONAL ACTIVITIES

1. Bankruptcy Distributions. For fiscal year 2021-22, no amounts were budgeted in the cash flow as a result of having paid the entire remaining bankruptcy liability during fiscal year 2020-21. As noted in the "projected" cash flow column approximately \$656 thousand in bankruptcy distributions to the Class 3 and 4 Unsecured Creditors were made during fiscal 2020-21 which represents 100% of the remaining liability. As a result, reference to the bankruptcy is still noted in this document.

**TRI-CITY MENTAL HEALTH AUTHORITY
CLINIC OPERATING BUDGET
FISCAL YEAR 2021-22**

	FY 21-22 QUARTERS				BUDGET	% to	PROJECTED	% to	\$\$
	1ST QRT	2ND QRT	3RD QRT	4TH QRT	FY 2021-22	Rev	FY 2020-21	Rev	Variance
REVENUE							(Note)		
MEDI-CAL ADULT FFP	\$ 814,712	\$ 814,712	\$ 814,712	\$ 814,712	\$ 3,258,846	31.7%	\$ 3,247,048	33.0%	\$ 11,798
MEDI-CAL CHILDREN FFP	349,415	349,415	349,415	349,415	1,397,661	13.6%	1,098,691	11.2%	298,970
MEDI-CAL CHILDREN EPSDT--STATE	382,915	382,915	382,915	382,915	1,531,661	14.9%	1,009,300	10.3%	522,361
REALIGNMENT	988,836	988,836	988,836	988,836	3,955,344	38.4%	4,183,011	42.5%	(227,667)
MEDICARE	500	500	500	500	2,000	0.0%	1,000	0.0%	1,000
PATIENT FEES/INSURANCE	525	525	525	525	2,100	0.0%	2,100	0.0%	-
MHSA FUNDING	-	-	-	-	-	0.0%	-	0.0%	-
CITY SHARE - LA VERNE	-	-	12,000	-	12,000	0.1%	12,000	0.1%	-
CITY SHARE - CLAREMONT	-	-	14,561	-	14,561	0.1%	14,561	0.1%	-
CITY SHARE - POMONA	-	-	43,675	-	43,675	0.4%	43,675	0.4%	-
GRANTS	91,327	91,327	91,327	91,327	365,306	3.5%	431,000	4.4%	(65,694)
INTEREST INCOME	4,163	4,163	4,163	4,163	16,650	0.2%	25,000	0.3%	(8,350)
RENTAL AND OTHER INCOME	1,338	1,338	1,338	1,338	5,350	0.1%	218,085	2.2%	(212,735)
ESTIMATED M/C DENIALS/DISALLOWANCE	(77,352)	(77,352)	(77,352)	(77,352)	(309,408)	-3.0%	(444,468)	-4.5%	135,060
TOTAL REVENUES	2,556,377	2,556,377	2,626,613	2,556,377	10,295,746	100.0%	9,841,003	100.0%	454,743
EXPENSES									
SALARY COSTS									
SALARY AND WAGES	1,701,793	1,701,793	1,701,793	1,701,793	6,807,170	66.1%	6,232,802	63.3%	574,368
INSURANCE-Health/workers comp/life	287,184	287,184	287,184	287,184	1,148,734	11.2%	731,390	7.4%	417,344
RETIREMENT COSTS	215,635	215,635	215,635	215,635	862,538	8.4%	653,363	6.6%	209,175
PAYROLL TAXES	42,301	42,301	42,301	42,301	169,202	1.6%	119,012	1.2%	50,190
MISC COSTS	41,692	41,692	41,692	41,692	166,767	1.6%	42,960	0.4%	123,807
	2,288,603	2,288,603	2,288,603	2,288,603	9,154,411	88.9%	7,779,527	79.1%	1,374,884
FACILITY COSTS									
STORAGE LEASES	4,804	4,804	4,804	4,804	19,216	0.2%	18,657	0.2%	559
MORTGAGE INTEREST (2008 Garey)	10,314	10,314	10,314	10,314	41,257	0.4%	40,055	0.4%	1,202
FACILITY RENT	61,696	61,696	61,696	61,696	246,783	2.4%	239,595	2.4%	7,188
INTERCOMPANY FACILITY CHARGES	(13,987)	(13,987)	(13,987)	(13,987)	(55,949)	-0.5%	(54,319)	-0.6%	(1,630)
UTILITIES	5,820	5,820	5,820	5,820	23,281	0.2%	22,603	0.2%	678
BUILDING REPAIRS AND MAINTENANCE	11,487	11,487	11,487	11,487	45,949	0.4%	45,885	0.5%	64
JANITORIAL SERVICES & SUPPLIES	12,965	12,965	12,965	12,965	51,859	0.5%	50,347	0.5%	1,512
WASTE DISPOSAL	1,169	1,169	1,169	1,169	4,677	0.0%	4,541	0.0%	136
	94,268	94,268	94,268	94,268	377,073	3.7%	367,364	3.7%	9,709
EQUIPMENT COSTS									
EQUIPMENT RENTAL/LEASE	10,835	10,835	10,835	10,835	43,341	0.4%	42,079	0.4%	1,262
EQUIP MAINT/REPAIRS	2,235	2,235	2,235	2,235	8,939	0.1%	8,680	0.1%	259
EQUIP/FURNITURE PURCHASES EXPENSED	2,046	2,046	2,046	2,046	8,185	0.1%	8,232	0.1%	(47)
AUTO EXPENSES	442	442	442	442	1,766	0.0%	1,715	0.0%	51
AUTO INSURANCE	1,603	1,603	1,603	1,603	6,413	0.1%	6,226	0.1%	187
CELLULAR/PAGER LEASES	17,881	17,881	17,881	17,881	71,524	0.7%	69,440	0.7%	2,084
	35,042	35,042	35,042	35,042	140,168	1.4%	136,372	1.4%	3,796

**TRI-CITY MENTAL HEALTH AUTHORITY
CLINIC OPERATING BUDGET
FISCAL YEAR 2021-22**

	FY 21-22 QUARTERS				BUDGET FY 2021-22	% to Rev	PROJECTED FY 2020-21 <small>(Note)</small>	% to Rev	\$\$ Variance
	1ST QRT	2ND QRT	3RD QRT	4TH QRT					
OTHER SERVICES AND SUPPLIES									
CONFERENCES, SEMINARS & RELATED COSTS	2,491	2,491	2,491	2,491	9,963	0.1%	9,672	0.1%	291
MILEAGE REIMBURSEMENT	771	771	771	771	3,085	0.0%	2,995	0.0%	90
PERSONNEL ADS	3,227	3,227	3,227	3,227	12,908	0.1%	12,532	0.1%	376
PROFESSIONAL LIABILITY INSURANCE	19,669	19,669	19,669	19,669	78,677	0.8%	76,386	0.8%	2,291
SECURITY EXPENSE	40,156	40,156	40,156	40,156	160,625	1.6%	155,948	1.6%	4,677
DUES & SUBSCRIPTIONS	6,080	6,080	6,080	6,080	24,321	0.2%	23,613	0.2%	708
OTHER SUPPLIES	4,211	4,211	4,211	4,211	16,843	0.2%	16,652	0.2%	191
PRINTING	327	327	327	327	1,309	0.0%	1,271	0.0%	38
CLIENT EXPENSES	11,372	11,372	11,372	11,372	45,488	0.4%	44,163	0.4%	1,325
LAB/MED COST	3,222	3,222	3,222	3,222	12,887	0.1%	12,512	0.1%	375
AMBULANCE COSTS	3,385	3,385	3,385	3,385	13,541	0.1%	13,147	0.1%	394
OFFICE SUPPLIES	2,331	2,331	2,331	2,331	9,325	0.1%	9,054	0.1%	271
POSTAGE	431	431	431	431	1,722	0.0%	1,672	0.0%	50
RECORD DESTRUCTION	813	813	813	813	3,252	0.0%	3,158	0.0%	94
TELEPHONE EXPENSES	25,716	25,716	25,716	25,716	102,862	1.0%	99,866	1.0%	2,996
COMPUTER SYSTEMS & SOFTWARE	26,448	26,448	26,448	26,448	105,793	1.0%	55,555	0.6%	50,238
DATA PROCESSING/LICENSES	44,118	44,118	44,118	44,118	176,473	1.7%	61,503	0.6%	114,970
IT RELATED EXPENSES-Consulting/Training	5,250	5,250	5,250	5,250	21,000	0.2%	60,624	0.6%	(39,624)
MISCELLANEOUS	2,506	2,506	2,506	2,506	10,025	0.1%	9,733	0.1%	292
	202,525	202,525	202,525	202,525	810,099	7.9%	670,056	6.8%	140,043
SPECIFIC COSTS									
PROGRAMS:									
CLIENT SUPPORT COSTS	45,267	45,267	45,267	45,267	181,067	1.8%	232,771	2.4%	(51,704)
UNIQUE MHSA PROGRAM RELATED COSTS	-	-	-	-	-	0.0%	-	0.0%	-
WET--LEARNING & OUTREACH	-	-	-	-	-	0.0%	-	0.0%	-
PROFESSIONAL SERVICES	1,057	1,057	1,057	1,057	4,227	0.0%	4,103	0.0%	124
ADMINISTRATIVE:									
DIRECTORS & OFFICERS INSURANCE	6,005	6,005	6,005	6,005	24,019	0.2%	23,319	0.2%	700
PROFESSIONAL SERVICES	37,996	37,996	37,996	37,996	151,983	1.5%	147,556	1.5%	4,427
ATTORNEY FEES	2,744	2,744	2,744	2,744	10,975	0.1%	10,656	0.1%	319
BANK FEES	1,047	1,047	1,047	1,047	4,187	0.0%	4,065	0.0%	122
AUDIT FEES	3,682	3,682	3,682	3,682	14,729	0.1%	14,300	0.1%	429
	97,797	97,797	97,797	97,797	391,187	3.8%	436,770	4.4%	(45,583)
DEPRECIATION AND AMORT	37,566	37,566	37,566	37,566	150,262	1.5%	89,374	0.9%	60,888
TOTAL COSTS	2,755,800	2,755,800	2,755,800	2,755,800	11,023,200	107.1%	9,479,463	96.3%	1,543,737
INCOME (LOSS) FROM OPERATIONS	\$ (199,423)	\$ (199,423)	\$ (129,187)	\$ (199,423)	\$ (727,454)	-7.1%	\$ 361,540	3.7%	\$ (1,088,994)

NOTE: The fiscal year 2020-21 amounts are UNAUDITED and PRELIMINARY based on nine months results through March 31, 2021. Such amounts are subject to further review and audit and are presented herein for comparison purposes only.

**TRI-CITY MENTAL HEALTH AUTHORITY
CLINIC CONSOLIDATING OPERATING BUDGET BY PROGRAM
FISCAL YEAR 2021-22**

	CHILD OP	ADULT OP	GRANTS	ADMIN	TOTAL
REVENUE					
MEDI-CAL ADULT FFP	\$ -	\$ 3,258,846	\$ -	\$ -	\$ 3,258,846
MEDI-CAL CHILDREN FFP	1,397,661	-	-	-	1,397,661
MEDI-CAL -STATE	1,388,661	143,000	-	-	1,531,661
REALIGNMENT	492,800	1,603,995	-	1,858,549	3,955,344
MEDICARE	-	2,000	-	-	2,000
PATIENT FEES/INSURANCE	500	1,600	-	-	2,100
MHSA FUNDING	-	-	-	-	-
CITY SHARE - LA VERNE	-	12,000	-	-	12,000
CITY SHARE - CLAREMONT	-	14,561	-	-	14,561
CITY SHARE - POMONA	-	43,675	-	-	43,675
GRANTS	20,000	-	345,306	-	365,306
INTEREST INCOME	-	-	-	16,650	16,650
RENTAL AND OTHER INCOME	100	5,250	-	-	5,350
ESTIMATED M/C DENIALS/DISALLOWANCE	(139,316)	(170,092)	-	-	(309,408)
TOTAL REVENUES	3,160,406	4,914,835	345,306	1,875,199	10,295,746
EXPENSES					
SALARY COSTS					
<i>FTE's</i>	26.0	47.6	5.5	13.1	92.2
SALARY AND WAGES	1,832,088	3,658,458	121,709	1,194,915	6,807,170
INSURANCE-Health/workers comp/life	301,806	609,106	37,692	200,130	1,148,734
RETIREMENT COSTS	228,244	463,276	26,672	144,346	862,538
PAYROLL TAXES	44,886	89,632	5,409	29,275	169,202
MISC COSTS	44,078	88,010	5,396	29,283	166,767
	2,451,102	4,908,482	196,878	1,597,949	9,154,411
FACILITY COSTS					
STORAGE LEASES	4,924	8,680	-	5,612	19,216
MORTGAGE INTEREST (2008 Garey)	-	41,257	-	-	41,257
FACILITY RENT	151,249	14,860	-	80,674	246,783
INTERCOMPANY FACILITY CHARGES	-	(55,949)	-	-	(55,949)
UTILITIES	-	18,844	2,819	1,618	23,281
BUILDING REPAIRS AND MAINTENANCE	5,386	37,454	1,741	1,368	45,949
JANITORIAL SERVICES & SUPPLIES	19,163	21,282	2,540	8,874	51,859
WASTE DISPOSAL	1,767	2,497	281	132	4,677
	182,489	88,925	7,381	98,278	377,073
EQUIPMENT COSTS					
EQUIPMENT RENTAL/LEASE	8,592	23,864	2,664	8,221	43,341
EQUIP MAINT/REPAIRS	2,332	4,203	491	1,913	8,939
EQUIP/FURNITURE PURCHASES EXPENSED	1,445	1,772	558	4,410	8,185
AUTO EXPENSES	1,207	132	-	427	1,766
AUTO INSURANCE	2,757	2,090	-	1,566	6,413
CELLULAR/PAGER LEASES	22,623	29,516	6,244	13,141	71,524
	38,956	61,577	9,957	29,678	140,168

**TRI-CITY MENTAL HEALTH AUTHORITY
CLINIC CONSOLIDATING OPERATING BUDGET BY PROGRAM
FISCAL YEAR 2021-22**

	CHILD OP	ADULT OP	GRANTS	ADMIN	TOTAL
OTHER SERVICES AND SUPPLIES					
CONFERENCES, SEMINARS & RELATED COSTS	813	2,559	131	6,460	9,963
MILEAGE REIMBURSEMENT	108	517	2,369	91	3,085
PERSONNEL ADS	7,032	3,111	-	2,765	12,908
PROFESSIONAL LIABILITY INSURANCE	20,916	39,629	4,948	13,184	78,677
SECURITY EXPENSE	18,766	120,013	7,456	14,390	160,625
DUES & SUBSCRIPTIONS	33	401	-	23,887	24,321
OTHER SUPPLIES	1,723	10,492	269	4,359	16,843
PRINTING	162	671	16	460	1,309
CLIENT EXPENSES	3,074	35,230	7,184	-	45,488
LAB/MED COST	-	12,887	-	-	12,887
AMBULANCE COSTS	-	13,541	-	-	13,541
OFFICE SUPPLIES	1,350	2,669	428	4,878	9,325
POSTAGE	149	243	27	1,303	1,722
RECORD DESTRUCTION	1,177	2,075	-	-	3,252
TELEPHONE EXPENSES	20,208	48,207	4,160	30,287	102,862
COMPUTER SYSTEMS & SOFTWARE	704	48,882	45	56,162	105,793
DATA PROCESSING/LICENSES	-	-	-	176,473	176,473
IT RELATED EXPENSES-Consulting/Training	-	-	-	21,000	21,000
MISCELLANEOUS	-	-	-	10,025	10,025
	76,215	341,127	27,033	365,724	810,099
SPECIFIC COSTS					
PROGRAMS:					
CLIENT SUPPORT COSTS	-	6,000	175,067	-	181,067
UNIQUE MHSA PROGRAM RELATED COSTS	-	-	-	-	-
COMMUNITY GRANTS	-	-	-	-	-
GRANTS	-	-	-	-	-
WET--LEARNING & OUTREACH	-	-	-	-	-
PROFESSIONAL SERVICES	-	172	4,055	-	4,227
ADMINISTRATIVE:					
DIRECTORS & OFFICERS INSURANCE	-	-	-	24,019	24,019
PROFESSIONAL SERVICES	-	-	-	151,983	151,983
ATTORNEY FEES	-	-	-	10,975	10,975
BANK FEES	-	-	-	4,187	4,187
AUDIT FEES	-	-	-	14,729	14,729
	-	6,172	179,122	205,893	391,187
DEPRECIATION AND AMORT	22,943	89,767	3,552	34,000	150,262
ALLOCATION OF ADMINISTRATIVE COSTS (15% OF DIRECT COSTS)	415,756	824,408	63,588	(1,303,752)	-
TOTAL COSTS	3,187,461	6,320,458	487,511	1,027,770	11,023,200
INCOME (LOSS) FROM OPERATIONS	\$ (27,055)	\$ (1,405,623)	\$ (142,205)	\$ 847,429	\$ (727,454)

**TRI-CITY MENTAL HEALTH AUTHORITY
CLINIC CASH FLOW BUDGET
FISCAL YEAR 2021-22**

	FY 2021-22 QUARTERS				BUDGET FY 2021-22
	1ST QRT	2ND QRT	3RD QRT	4TH QRT	
CASH FLOWS FROM OPERATING ACTIVITIES					
CASH RECEIVED FROM AND ON BEHALF OF PATIENTS	\$ 2,446,510	\$ 1,329,985	\$ 1,329,985	\$ 1,329,985	\$ 6,436,465
CASH PAYMENTS TO SUPPLIERS AND CONTRACTORS	(429,632)	(429,632)	(429,632)	(429,632)	(1,718,527)
PAYMENTS TO OR ON BEHALF OF EMPLOYEES	(2,288,603)	(2,288,603)	(2,288,603)	(2,288,603)	(9,154,411)
NET CASH USED BY OPERATING ACTIVITIES	(271,724)	(1,388,249)	(1,388,249)	(1,388,249)	(4,436,473)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES					
MHSA FUNDING	-	-	-	-	-
REALIGNMENT	988,836	988,836	988,836	988,836	3,955,344
CONTRIBUTIONS FROM MEMBER CITIES	-	-	70,236	-	70,236
GRANTS	91,327	91,327	91,327	91,327	365,306
NET CASH PROVIDED BY NONCAPITAL FINANCING ACTIVITIES	1,080,163	1,080,163	1,150,399	1,080,163	4,390,886
CASH FLOW FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
PURCHASE OF CAPITAL ASSETS:					
BUILDING AND IMPROVEMENTS	(42,880)	(32,160)	(21,440)	(10,720)	(107,200)
OFFICE FURNITURE, EQUIPMENT & VEHICLES	(16,200)	(16,200)	(16,200)	(16,200)	(64,800)
IT EQUIPMENT, HARDWARE AND SOFTWARE LICENSES	(28,985)	(57,970)	(28,985)	-	(115,939)
PRINCIPAL PAYMENTS ON CAPITAL DEBT	(192,922)	(192,922)	(192,922)	(192,922)	(771,686)
INTEREST PAID ON CAPITAL DEBT	(10,314)	(10,314)	(10,314)	(10,314)	(41,257)
RECEIPT/PAYMENT OF INTERCOMPANY ADVANCES BETWEEN OPERATIONS	13,987	13,987	13,987	13,987	55,949
NET CASH USED BY CAPITAL AND RELATED FINANCING ACTIVITIES	(277,313)	(295,578)	(255,873)	(216,169)	(1,044,933)
CASH FLOW FROM INVESTING ACTIVITIES					
INTEREST RECEIVED	4,163	4,163	4,163	4,163	16,650
OTHER INCOME RECEIVED	1,338	1,338	1,338	1,338	5,350
NET CASH PROVIDED BY INVESTING ACTIVITIES	5,500	5,500	5,500	5,500	22,000
CASH FLOWS FROM REORGANIZATIONAL ITEMS					
PRE-BANKRUPTCY FUNDS FROM CAL DMH IN ERROR-REPAID	-	-	-	-	-
DISTRIBUTION TO BANKRUPTCY UNSECURED CREDITORS	-	-	-	-	-
	-	-	-	-	-
NET CHANGE IN CASH	536,625	(598,165)	(488,224)	(518,755)	(1,068,520)
CASH BEGINNING BALANCE (Projected)	8,275,531	8,812,156	8,213,991	7,725,767	8,275,531
CASH ENDING BALANCE	\$ 8,812,156	\$ 8,213,991	\$ 7,725,767	\$ 7,207,011	\$ 7,207,011

TRI-CITY MENTAL HEALTH AUTHORITY
MHSA – MENTAL HEALTH SERVICES ACT PROGRAM OPERATIONS

PROPOSED

OPERATING BUDGET AND CASH FLOW BUDGET

FISCAL YEAR 2021-22

DRAFT

MHSA – MENTAL HEALTH SERVICES ACT PROGRAMS

BUDGETED OPERATING INCOME

GENERAL INFORMATION

The Mental Health Services Act (“MHSA”) budget includes the projected funding and operating costs of the approved MHSA Plans including the Community Services and Supports (“CSS”) programs, the Prevention and Early Intervention (“PEI”) programs, the Innovations (“INN”) programs, the Workforce, Education & Training (WET) programs and the Capital Facilities and Technology Needs projects (CFTN). Tri-City receives its share of MHSA funding directly from the State, which is then required to be allocated to three plans: 5% to the INN Plan; and then the remainder to the CSS Plan (80% or 76% of the total allocation) and the PEI Plan (20% or 19% of the total allocation).

Revenues within the MHSA plans include MHSA funding and Medi-Cal cost reimbursement from FFP and State EPSDT. These revenues were projected based on Tri-City’s approved MHSA Plans and reflect the estimated budgets included in the respective plans and updates.

Total budgeted costs for MHSA programs of \$18.1 million reflect an increase of approximately \$0.4 million when compared to the prior year’s budget of \$17.7 million. However, the projected final costs of \$16.6 million for fiscal 2020-21 when compared to the fiscal 2021-22 budget, the increase is approximately \$1.5 million, which is primarily the result of increased salaries and benefits. For fiscal 2021-22, the salaries and benefits associated with Tri-City’s Executive team, Senior Management team, and administrative staff who serve the entire Agency, are anticipated to spend approximately 62% of their time on MHSA programs. This budget includes a total of 36.5 FTEs of allocated time for these staff which have been allocated to reflect the staffing proportions of the Agency.

The program descriptions for each of the five plans included herein are discussed below:

COMMUNITY SERVICES AND SUPPORTS PLAN

This plan includes the following programs:

1. **Full Service Partnerships (FSP).** This program represents individualized services and supports that are required to assist person(s)/family(s) in achieving the goals identified in their wellness/recovery plan. Full Service Partnership (FSPs) are for people who are experiencing severe mental illness and are homeless or at risk of homelessness or other devastating consequences. During fiscal year 2020-21 and through April 2021, approximately 599 total unduplicated clients have been served within the FSP programs. Based on past experience and current data, the number of anticipated FSP clients to be served (active clients at any given time) during fiscal 2021-22 is broken into four age groups.
 - a. Children ages 0-15
 - b. Transitional Age Youth (TAY) ages 16-25
 - c. Adult ages 26-59
 - d. Older Adult ages 60 and over

The operation of the FSP program has been in full swing since 2009-10. As a result of the level of required services, approximately 8.7 vacant FSP dedicated personnel positions are currently budgeted to include Therapists, Psychiatrists, Psychiatric Technicians, and Clinical Wellness Advocates.

The Clinical Wellness Advocates mentioned above were new positions approved in fiscal 2016-17 whose role has been to provide advocacy, guidance, feedback, outreach and support to help clients and families access and work more effectively with the systems involved, and to build on the continuity of care for those clients receiving formal treatment services.

This budget reflects the direct costs of approximately \$8.2 million incurred by Tri-City to provide FSP services to all FSP clients. These services are reflected in the natural expense classifications. The majority of Tri-City's FSP costs consist of salaries and benefits of approximately \$6.4 million (66.3 FTEs), projected client support costs (FLEX funds) of approximately \$805 thousand.

2. **Community Navigators.** The Community Navigators program includes a team of six individuals that develop relationships with all manner of organizations and social service agencies throughout the three cities' region. The goal is to assist individuals who need services to help them quickly identify currently available services and/or refer them to the Tri-City system of care. In addition, one navigator works closely with the PEI Housing Stability program to assist clients in obtaining and maintaining housing. During fiscal year 2018-19 Tri-City received information that additional (Non-MHSA) funding would be available for the hiring of additional Community Navigators. On January 24, 2019 The Los Angeles County Homeless Initiative informed the Cities of Pomona, Claremont, and LaVerne that their application to receive Measure H implementation funds was approved. While not all of the strategies listed in their application were approved, the portion to provide Tri-City with funds to hire four new Community Navigators who will be specifically trained and specialize in homeless service, was approved. An agreement establishing an understanding, related guidelines and specifics, including funding, was signed in August of 2019. The funding and the related expenses associated with the Measure H program are reflected within the non-MHSA budget under the caption of "Grant Programs" within the TCMH-Clinic section of this budget document.
3. **Wellness Center.** The Wellness Center facility was completed and opened at the beginning of November 2011. The Wellness Center was conceived as a place of support for people who struggle with mental health issues so that they could accelerate their movement toward independence, recovery and wellness. The Wellness Center provides self-help groups, peer and family support services, educational and employment resources, recreational and cultural activities, assessment and linkage services and provides programs as an adjunct and/or stepdown from formal treatment services. During fiscal 2018-19, the Wellness Center had over 31,000 visits, however as a direct result of COVID-19, the Wellness Center visits are now only reaching to approximately 19,000 but expect that the visits will continue to occur despite the limited hours and while complying with social distancing requirements. Virtual meetings are currently being held and expect to grow and management is continually considering adding new group programs to assist the community. As a result of the continued needs of the community, the FTEs included in this budget include 13.5 FTEs for fiscal 2021-22 which are in line with the prior year.

4. **Supplemental Crisis Services.** This program provides crisis response services in three distinct ways which includes the after-hour crisis support, walk-in crisis services, and field based intensive outreach and engagement services for those who are not currently enrolled as Tri-City clients. The Supplemental Crisis Services System provides clinical support for the person in crisis, their family members, police, and/or others present. All of these services work collaboratively with the “Access to Care” team and the Community Navigator Programs to improve the likelihood that persons in crisis will be enrolled for ongoing treatment services. This budget includes both crisis services and the provision of ambulance services. This program includes a budget for clinicians to work after-hours and during the weekend, with the total hours available equaling up to 9.0 FTEs.
5. **Field Capable Clinical Services for Older Adults.** This program involves clinicians spending time engaging with seniors who have serious mental health issues, either in their home, in senior centers, or other locations where seniors are present, to provide clinical services and connectivity to other providers of senior services in the Tri-City area. The budget includes 1.0 FTE of clinical employees for outreach and engagement of seniors in the area as well as to train new and existing staff on specialized mental health needs of older adults.
6. **CSS Permanent Supportive Housing.** This program is designed to help people with mental illness maintain their current housing or find a more appropriate place of residence. This program was established through the CSS Housing Plan approved by the Governing Board in fiscal 2011-12. The costs included in this budget reflect salary costs and professional fees anticipated to continue to support the various housing CalHFA projects, in addition to the continued costs associated with maintaining properties owned by Tri-City, which provide housing. The rental income reflected on the CSS Housing budget reflects the anticipated rents from these housing projects. Pursuant to Assembly Bill No. 727 (Chapter 410) and as recommended by the Stakeholders during the 2018-19 MHSA Plan Update, unspent CSS monies have been designated for the purpose of providing rental/housing assistance to individuals with serious and disabling mental illness who are participating in Tri-City MHSA programming other than Full Services Partnership programs.

Tri-City Mental Health Authority (Tri-City), its MHSA Stakeholders, and its Mental Health Commission recommended that Tri-City’s Governing Board approve a transfer of \$1.2 million in unspent Community Services and Supports (CSS) funds to the Permanent Supportive Housing Program. In January of 2017 the Governing Board approved this transfer of \$1.2 million of CSS dollars to CSS Housing. The purpose of this transfer of funds is to allow Tri-City to be proactive and responsive to potential housing project needs and the pending implementation of the ‘No Place Like Home’ (NPLH) program which was originally scheduled to begin in July of 2017. Additionally and most recently, in April of 2019, another \$1.6 million of CSS dollars was also recommended for transfer to the Permanent Supportive Housing Program which was presented to the Governing Board and was approved at the May 2019 Governing Board meeting. In Fiscal Year 2020-21 the total of \$2.8 million in designated housing funds was expended for the West Mission Housing Project.

7. **Administrative CSS Costs.** These costs include the administrative functions required to oversee the various programs included in the CSS plan and includes salary costs, professional fees, attorney fees, information system costs, equipment costs, and supply costs. Personnel costs include 20.1 FTEs of various personnel who indirectly work on CSS programs which includes allocated time of Executive/Senior Management, as well as data collection, billing and accounting personnel.

PREVENTION AND EARLY INTERVENTION PLAN

1. **Community Capacity Building.** This project supports under-served cultural communities and individuals across the three cities through three main projects:
 - a. Community Wellbeing
 - b. Community Mental Health Trainers
 - c. Stigma Reduction and Suicide Prevention

The *Community Wellbeing* project supports initiatives for unserved and under-served communities to promote the wellbeing of their members. Over the past ten years, the Agency has granted approximately \$1.4 million in community grants to support local community groups to promote wellbeing of their members and it is projected that an additional \$85 thousand will be granted in fiscal 2021-22. The focus of this program in 2021-22 will continue to be on children and TAY ages 0-25. In line with community capacity building, communities that receive the funds are trained in Results-Based Accountability, which assists communities in identifying the benefits of their efforts.

The *Community Mental Health Training* Project was initially implemented in fiscal 2010-2011 and in it's first two years certified over 70 Mental Health First Aid instructors (MHFA). Over the course of seven years, almost 4,000 individuals had been trained across the three cities who are prepared to offer support to anyone they encounter who is experiencing mental or emotional distress. Although Mental Health First Aid was considered a highly successful program since its inception, a steady decline in the number of trainings requested was noted over a few years and therefore the full-time trainers were eventually eliminated in fiscal 2017-18. Since then, Tri-City has continued to provide trainings conducted by existing staff, even adding new trainings. Tri-City has expanded the program to include additional trainings beyond the core MHFA curriculum, such as workshops on Everyday Mental Health, the Recovery Model, Non-Suicidal Self-Harm and parenting classes. Additionally, in FY 2018-19, Tri-City expanded its training programs with the addition of a new Trauma Training: Adverse Childhood Experiences (ACEs). With the increase in requests for trainings and the expansion of the program, the need for a full-time trainer was supported by the stakeholders.

Tri-City's Stigma Reduction program also known as Room for Everyone began in fiscal 2013-14. Activities offered in this program include stigma reduction efforts, suicide prevention training, a speakers bureau and a community art gallery located at Tri-City's 2001 N. Garey Ave. site.

The total budget for the Community Capacity Building program includes costs of approximately \$457 thousand. The main components of the budgeted expenses are

salaries and benefits of approximately \$313 thousand for 3.3 FTEs, \$85 thousand in Community grants, approximately \$13 thousand for facility and equipment costs and approximately \$36 thousand on various services and supplies.

2. **Older Adult Wellbeing.** This project focuses on older adults, and in particular, the disparities in access to mental health services experienced by older adults, as well as the high risk of suicide for this age group. This program includes two main projects:

- a. Peer Mentoring, *and*
- b. Specialty Groups/Programming Offered at the Wellness Center

The *Peer Mentoring* Project, a prevention and early intervention program, provides peer counseling and peer support groups for older adults from unserved and under-served communities through the engagement of partners in the communities across the three cities to identify older adults who could benefit from these programs. The Peer Mentor Program provides free services to individuals, who may not be ready to receive mental health services, do not meet criteria for normal services or are transitioning out of formal services. This project trains volunteers from the Tri-City area who want to learn how to provide support to peers who are in emotional distress. Once trained, peer mentors can offer both individual and group mentoring, and additional support through linkages to age and culturally-appropriate resources.

This budget includes costs of approximately \$151 thousand. The main components of the budgeted expenses are salaries and benefits of approximately \$139 thousand for 1.3 FTE. The remaining costs include supplies, equipment costs, training and other miscellaneous expenses.

3. **TAY-Adult Wellbeing.** This project focuses on transitional-aged young adults, including young adults from under-served cultural populations, young adults at risk of serious psychiatric illness, young adults exposed to trauma, young adults in stressed families, and others. This program includes two projects:

- a. Peer Mentoring, *and*
- b. Specialty Groups/Programming Offered at the Wellness Center

The Peer Mentors Support Program provides peer counseling and peer support groups for transitional-aged young adults from unserved and under-served communities through the engagement of partners in the communities across the three cities to identify young adults who could benefit from the programs under this project. The Peer Mentor Program provides free services to individuals, who may not be ready to receive mental health services, do not meet criteria for normal services or are transitioning out of formal services. The Peer Mentoring Program also trains volunteers from the Tri-City area who want to learn how to provide support to peers who are in emotional distress. Once trained, peer mentors can offer both individual and group mentoring, and additional support through linkages to age and culturally-appropriate resources.

This budget includes costs of approximately \$144 thousand. The main components of the budgeted expenses are salaries and benefits of approximately \$139 thousand for 1.3 FTE. The remaining costs include training and other miscellaneous expenses.

- 4. Family Wellbeing.** This project focuses on family members and caregivers, particularly of young children, as a way of providing support to children and youth in stressed families, including family members from unserved and under-served cultural populations. The Family Wellbeing Project is building trusting relationships and provides supports to family members and caregivers of people who participate in the Wellness Center, the Peer Support Programs, and other PEI programs. Families who need these supports will be identified through the engagement of partners in the communities across the three cities including schools, colleges, health clinics, and other primary care providers and organizations.

This budget includes costs of approximately \$91 thousand. The main components of the budgeted expenses are salaries and benefits of approximately \$90 thousand for 1.0 FTE. The remaining costs include other miscellaneous expenses.

- 5. NAMI.** This program was originally approved in fiscal 2010-11 in Tri-City's MHSA 2011-12 Annual Update. In FY 2011-12, NAMI Pomona Valley entered into a partnership under Tri-City's PEI plan to provide training in schools located in the cities of Claremont, La Verne and Pomona. The original program budget provided funding to NAMI Pomona Valley to support their community capacity building programs with the "Inter-Faith Collaboration on Mental Illness" and "Parents and Teachers as Allies" communities. In July 2019, Parents and Teachers as Allies (PTAA) was replaced by a more comprehensive training called Ending the Silence (ETS), which included the same components as PTAA as well as a component dedicated to training students to recognize early warning signs of mental illness. Of these programs, Ending the Silence was the only program that was continued during fiscal 2020-21 by NAMI. In April of 2021, stakeholders unanimously agreed to add NAMI 101 to the existing Ending the Silence program thereby creating two training options for community members. The original funding allocation for ETS of \$35,000 per year will remain the same and NAMI Pomona Valley will now be able to submit invoices for both programs under this revised plan. This program modification was made part of the MHSA Annual Update for FY 2021-22 and was approved by the Governing Board in June 2021. The resulting NAMI budget for fiscal 2021-22 is approximately \$35 thousand which includes amounts for professional services for the NAMI programs and related stipends and amounts for miscellaneous expenses for training conferences. As would be expected, the trainings and conferences offered by NAMI Pomona Valley are being provided through video and teleconferencing as a direct result of COVID-19.

- 6. Housing Stability (previously Building Bridges between Landlords, Mental health Providers and Clients—AKA Landlords).** This program was approved by the Governing Board in the PEI Update submitted in fiscal 2011-12 to expand and strengthen the system of care towards community wellbeing by focusing on ways that landlords and Tri-City Mental Health Authority can work together to 1) identify mental health needs; and 2) provide assistance in ways that allow Tri-City Mental Health Authority clients to access or maintain their housing arrangement. In addition, due to the recent housing projects that were completed in 2015-16 and completed during 2017-18, major efforts continue to take place to assure that clients in need of housing will be signed up to apply for this housing. As a result, Tri-City had previously increased the staffing during fiscal 2015-16 to include 2.0 FTE positions of wellness advocates budgeted within the CSS Plan.

This budget includes costs of approximately \$176 thousand. The main components of the budgeted expenses are salaries and benefits of approximately \$159 thousand for 1.8 FTEs. The remaining costs include facility costs, equipment costs and other services and supplies.

- 7. Therapeutic Community Gardening.** This program was originally approved by the Governing Board in the Annual MHSA 2012-13 Update submitted in fiscal 2011-12. This project seeks to increase access to mental health services and supports for select populations through a community-wide urban farm. The project originally focused on three priority populations who suffer isolation from friends, family and the broader community -- veterans, school-aged children and their families, and youth transitioning out of foster care. During the 2014-15 MHSA update, it was determined that the Therapeutic Community Gardening should be open to all qualifying clients. As a result of the success of this program, more groups have been added over the past several years and therefore, Tri-City had increased the budget for one additional clinical staff. This has remained consistent for the fiscal 2021-22 budget.

This budget includes costs of approximately \$323 thousand. The main components of the budgeted expenses are salaries and benefits of approximately \$236 thousand for 2.9 FTEs, \$18 thousand in facility and equipment costs, \$67 thousand in other services and supplies which includes a security expense for a security guard at the garden location.

- 8. Early Psychosis Costs.** In 2018 the Mental Health Service Act was amended to include specific prevention and intervention program priorities and this included the establishment of an Early Psychosis program. This program was established by Tri-City in Fiscal Year 2018-19 which was also recommended as part of the Stakeholder process for the 2018-19 MHSA Plan Update. The purpose of this project was to develop an early psychosis program in order to address the identification and diagnosis of individuals ages 16 to 25, who are suffering from psychosis and are not currently enrolled in mental health services. The original amount of \$240 thousand in funds were designated for a two-year project that utilized one-time PEI dollars on program development and early implementation. As a result of the development of this project, Tri-City identified the PIER (Prevention, Intervention, Enforcement and Reentry) model as the most comprehensive and effective to meet the needs of Tri-City clients and community members. This evidence-based treatment uses three key components – community outreach, assessment, and treatment to reduce symptoms, improved function and decrease relapse. Tri-City staff will focus on hosting early psychosis trainings with the goal of informing community partners of this opportunity and hopefully increasing interest in attendance. The amounts budgeted for 2021-22 will be utilized to focus on developing and training a new clinical team comprised of Tri-City staff who will implement the PIER

This budget includes total costs of approximately \$155 thousand. The main components of the budgeted expenses are salaries and benefits of approximately \$145 thousand for approximately 1.2 FTEs and other anticipated costs associated with developing and implementing the program such as training and professional services.

- 9. Administrative PEI Costs.** These costs include the administrative functions required to oversee the various programs included in the PEI plan and includes salary costs, facility costs, attorney fees, and other miscellaneous costs. Personnel costs include 2.6 FTEs for the PEI Coordinator and allocated time of data collection, billing, and accounting personnel and allocated Executive/Senior Management team time.

INNOVATIONS PLAN

The purpose of the Innovation projects is to promote learning through innovative programs and processes in order to increase access to underserved groups and increase the quality of services provided and identifying if better outcomes result. INN projects are three-year projects that may be extended up to 5 years, and are evaluated at the end of the project to determine if the learning from the projects can be implemented into other MHSA programs. In January 2012, the initial Innovation Plan was approved by the Governing Board and included two projects, 1) Modified Cognitive Enhancement Therapy and 2) Integrated Care Project. These two projects were completed in fiscal 2014-15.

In May 2014, the Governing Board approved two additional innovations projects, 1) Cognitive Remediation Therapy and 2) Employment Stability, which have also been completed. The Employment Stability Program was completed during Fiscal Year 2017-18 and the Cognitive Remediation Therapy Program which was completed during Fiscal Year 2018-19.

At the May 2018 MHSA Public Hearing, the Stakeholders and the Mental Health Commission recommended that the Governing Board approve the INN Technology Suite project (now named Help at Hand). This project was approved by the Governing Board at the June 2018 Governing Board meeting and was also subsequently presented to and approved by the Mental Health Oversight and Accountability Commission (OAC) in September of 2018. The Help at Hand (formerly named the Technology Suite) project is currently the only approved project included in this budget.

The current program descriptions are noted as follows:

1. **INN Technology Suite Project.** This project was originally proposed as a three year project (and later extended to a five year project) and the intention of the project is to engage in a joint, multi-county Innovation project which explores the impact and effectiveness of a technology-based mental health approach to providing services. The primary purpose of this project is to increase access to mental health care by providing a non-traditional system for individuals who may be reluctant to access services through a more formal clinical setting. Through the use of computers, tablets and smartphones, community members will be able to access a suite of technology-based mental health services focused on prevention, early intervention, and family and social support with the intent to: decrease emergency care services; reduce psychiatric hospitalizations; and reduce the duration of untreated mental illness. More details are included in the New Innovation Project Proposed document posted on Tri-City's website.

This budget includes projected costs of approximately \$261 thousand. The main components of the budgeted expenses for this program include \$175 thousand in salaries and benefits for staff time of personnel who will be working on implementing the program. In addition, the amount of \$74 thousand is for professional services specifically related to the INN Technology Suite Project and is estimated for it's implementation, and will be paid to a third party via a Participation Agreement. With the California Mental Health Services Authority which was authorized at the Governing Board Meeting on November 14, 2018.

2. **Restorative Practices for Improving Mental Health (RPIMH).** This project was proposed as a three-year project to combine various practices into a single course of treatment or

healing aimed at addressing the deficits in mental and emotional support currently available in this area.

Two target populations are identified and will be engaged for this project: 1) Tri-City clinical and non-clinical staff who are experiencing the effects of COVID 19 leading to elevated stress and potential burnout; and 2) Transition Age Youth (TAY) ages 16-25 who reside within the Tri-City catchment area; including TAY who are at risk due to COVID-19, those who are residing in foster care, identify as LGBTQ, as well as the staff that support them.

The project is currently pending approval from the MHSA OAC and upon approval, the project is expected to incur costs of approximately \$352 thousand dollars in fiscal year 2021-22. These costs have been preliminarily included in this budget.

3. **Administrative INN Costs.** These costs include the administrative functions required to oversee INN programs included in the INN plan and includes salary costs, facility costs, and other miscellaneous costs. Personnel costs of \$58 thousand include .3 FTEs for the allocated time of Management as well as data collection, billing, and accounting personnel, and for costs of staff allocated to work on INN Programs administratively.

WORKFORCE, EDUCATION & TRAINING PLAN

This plan was originally approved in November 2012 and began implementation in the third quarter of fiscal 2012-13. The purpose of the WET programs is to promote learning and staff development as well as to provide a means to educate the community and to develop a base for future employees and volunteers in the provision of community mental health. WET funding is considered one-time funding and in order to continue programming in the WET Plan, transfers of available funding from the CSS Plan are required. As noted in a recent prior year budget and MHSA Plan, a transfer of CSS dollars to the WET Plan in the amount of \$400 thousand was recommended by the Stakeholders (in the 2018-19 MHSA Plan Update) to continue the programs within the WET Plan. The approval of this transfer occurred at the June 20, 2018 Governing Board Meeting. In addition, as a result of identified available funding within the CSS Plan, an additional transfer (of \$600 thousand) was recommended by the Stakeholders at a Stakeholder meeting held in April 2019. This recommendation was presented and approved by the Governing Board at the May 15, 2019 meeting. The approved transfer was made as an amendment to the 2018-19 MHSA Plan Update and as such these funds are available for spending in the Fiscal Year 2021-22 budget.

Included in the initial WET plan, was the implementation of two projects/programs (that to date have been continued as a result of transfers) and those projects/programs are described as follows:

1. **Learning and Improvement.** This project supports the development and training of current staff to enable better service to Tri-City's clients. This program provides all staff the opportunity to attend a myriad of trainings covering various topics including clinical best practices, HR related issues, facilities, project management, IT, front office, etc. Other specific trainings include online and live classes and seminars presented by Fred Pryor Seminars and Relias Learning. During the last several years, Tri-City brought to the existing workforce specialized trainings on a variety of topics including trauma treatment, motivational interviewing, co-occurring disorders treatment, leadership development and

most recently, training on Adverse Childhood Experiences (ACES). These specific types of training will continue in fiscal 2021-22.

This budget includes costs of approximately \$307 thousand. The main components of the budgeted expenses are salaries and benefits of approximately \$184 thousand for 1.8 FTEs, \$4 thousand for facility/equipment related costs, \$5 thousand for other services and supplies costs and \$114 thousand in costs relating to training and the development and/or purchase of educational software. These expenditures will continue to support the Learning and Improvement programs noted above by providing training opportunities to staff on leadership and management, purchase and make online training libraries available, and provide specialized trainings on a variety of topics including how-to engage difficult clients and the Trauma Resiliency Model.

- 2. Volunteers & Future Employees.** This project focuses on outreach to the community to educate and train a pool of future employees and volunteers for the provision of community health. The WET Supervisor has in the past recruited approximately 237 volunteers during fiscal years 2013-14 through 2018-19, and approximately 20 volunteers in 2019-20 for different programs at Tri-City which included students from the local colleges, public high schools, and private high schools and as well as community members within the three cities. During fiscal 2013-14 the WET Supervisor started the WISH program (Working Independence Skills Helping) which trains current and former Tri-City clients on skills to prepare them for formal volunteer work both within and outside the Tri-City system of care. The WET Supervisor has participated in various community outreach events to introduce careers in mental health. There are a number of volunteers on a waiting list at Tri-City to be trained and placed within the system of care. As might be expected, and due to Covid-19 restrictions, the consistency of volunteers has been limited. In addition to the prior success of the program, during fiscal 2014-15 Tri-City began publishing the “Vital Volunteer” monthly newsletter that features one volunteer’s story about how volunteering at Tri-City has played a role in their life. Although this practice is expected to continue, due to the significant interruption by the pandemic, the publishing of the Vital Volunteer newsletter is currently on hold.

This year’s budget includes costs of approximately \$32 thousand that are expected to cover the costs to continue the WISH program and continued community outreach events. The main components of the budgeted expenses are salaries and benefits of approximately \$29 thousand for 0.3 FTE, and \$3 thousand for community outreach costs. Tri-City continues to pursue partnering with Claremont High School and Pomona Unified School District to be a part of their career day events for high school students (when permitted as a result of COVID-19). Also, Tri-City will do extensive outreach to the High Schools in La Verne to provide presentations on careers in mental health. Tri-City will continue to partner with ULV in their service learning class to provide volunteer opportunities for 15-20 students per semester and as noted above, continue the W.I.S.H program to train individuals with lived experience to prepare for volunteer and work opportunities in field of mental health.

- 3. Administrative WET Costs.** These costs include .4 FTE of administrative staff support.

CAPITAL FACILITIES/TECHNOLOGY NEEDS PROJECTS

In May 2013 the Governing Board approved the initial CFTN plan which included Technology Needs projects at a total projected expenditure of approximately \$1.1 million. This plan approved three technology projects to 1) improve the Agency's infrastructure, 2) create better consumer access to computing resources, and 3) provide systems to monitor programs and provide service outcome support. Implementations of all these projects began in June 2013 and were completed by the end of fiscal 2015-16. In June 2016, \$500 thousand was recommended by stakeholders and approved by the Governing Board to be transferred to the CFTN Plan from the CSS Plan for the purpose of improving and creating a permanent community garden.

In May 2019 an additional \$700 thousand was recommended and approved for transfer from the CSS Plan to the CFTN (an amendment to the 2018-19 MHSA Plan) for the purpose of future projects. Although transfers to the CFTN plan had been previously recommended and approved, specific projects are still ongoing and are presented in this budget year.

This budget includes the following approved projects:

- 1. MHSA Administrative Professional Building.** In March 2015, the CFTN plan was updated and approved by the Governing Board which included a new Capital Facilities project for the purchase (including required improvements) of an office building for MHSA Administrative Professional staff. The purchase of an office building was completed in July of 2015 at which time Tri-City commenced the renovations and improvements. The Capital Facilities plan, after amendments, included a total cost of approximately \$1.7 million for the acquisition and improvements. The renovation of the building was completed during fiscal 2015-16 and was fully occupied in May of 2016. The costs of operating the building (not including depreciation associated with the building and building improvements) are allocated to the appropriate MHSA programs based on the staff that occupy the building, which include programs such as Community Capacity, Stigma Reduction, Community Mental Health Trainers, Employment Stability, Learning and Improvement, Volunteers and Future Employees, and various other PEI and CSS related programs including Administrative support staff directly working on MHSA programs. As such, the only costs presented in this budget related to this project include only the annual depreciation of approximately \$62 thousand for the building and related improvements.
- 2. Electrical Upgrade and Office Remodel at the MHSA Administrative Building.** With the continuing expansion of Agency personnel, it has been determined that additional office space may be created by reconfiguring a large space located at the MHSA Administrative Building. In addition, the electrical panel requires updating so that the building can safely accommodate increased staffing, appliances, emergency generator and a separate air conditioning panel. On January 8, 2020, community stakeholders gathered to review the CFTN projects proposed and the proposal was subsequently posted for a 30-day comment period beginning on January 31, 2020. This project was subsequently approved by the Governing Board in March 2020. Additionally, this project was included in the fiscal year 2020-21 MHSA 3-Year Plan which was approved by the Governing board on June 17, 2020. Preliminary estimates for this project totaled \$509 thousand and is set to move forward in fiscal year 2021-22.
- 3. Improvements to the Therapeutic Community Garden.** In June 2016 community stakeholders and local Mental Health Commission recommended to Tri-City's Governing Board, who in turn, approved the transfer of \$500,000 from Community Services and

Supports (CSS) to Capital Facilities and Technology Needs to enhance the Therapeutic Community Gardening Program. This request was made to establish a permanent garden site consisting of planting beds and construction of an outdoor structure/room designed to accommodate year-round garden activities and support groups. In addition to serving individuals participating in the Therapeutic Community Garden program, this space will be used for the benefit of clients participating in other MHSA programs including Full Service Partnerships and the Peer Mentoring program. On January 8, 2020, community stakeholders gathered to review the CFTN projects proposed and the proposal was subsequently posted for a 30-day comment period beginning on January 31, 2020. This project was subsequently approved by the Governing Board in March 2020. Additionally, this project was included in the fiscal year 2020-21 MHSA 3-Year Plan which was approved by the Governing board on June 17, 2020. Preliminary estimates for this project totaled \$462 thousand and is set to move forward in fiscal year 2021-22.

4. Electronic Health Record System. In May of 2021, the Governing Board approved a new Capital Facilities & Technology Needs (CFTN) Plan to expend \$300,436 to begin the implementation of a new electronic health record system and a new client referral management platform. This project was approved to begin in fiscal 2020-21, however the majority of the costs are expected to be incurred during 2021-22 and as such, these amounts have been included in this year's budget.

BUDGETED CASH FLOWS

GENERAL COMMENTS

The projected cash flow for MHSA operations include expected inflows of cash from the receipt of MHSA funding received from the State, and Medi-Cal reimbursement. The budget includes Medi-Cal reimbursement for services provided to Medi-Cal eligible clients served in the Full Service Partnership program, and a minimal amount related to the Field Capable Services program.

History of MHSA Cash Flow: Although the MHSA legislation began implementation in fiscal 2005-06, Tri-City began applying for MHSA funds at the end of fiscal 2008-09 after emergence from bankruptcy. As a result of the late start, funds that had been allocated to Tri-City in fiscal 2006-07, 2007-08 and 2008-09 were available for use when Tri-City filed its initial CSS plan in April 2009. Funds are considered available for spending upon approval of plans and Tri-City's first three-year plan was approved in May 2009 which included the process of requesting funds from the State to fund the plan. This process continued through fiscal 2009-10 whereby funds requested for the next year's operations were actually received in the year requested.

In fiscal 2010-11 the State decided to transfer to the counties (including Tri-City) all MHSA allocations that were not previously requested. Therefore, Tri-City began receiving unrequested and unapproved funds for all MHSA components from the State as a monthly allocation. Beginning in fiscal 2011-12 the State began to transfer MHSA funds based on tax collections. As such the receipt of these funds does not correlate to the funds approved to be expended in the MHSA updates or submission of new plans. The funds received by Tri-City that have not been approved for expenditure are reflected as deferred revenues (deferred inflows of resources). However, the Cash Flow Statements reflect the actual cash receipt of MHSA funds

when they are received. As existing MHSA programs and new Plans are approved, the funds received in prior years in addition to funds to be received in fiscal 2021-22 can be used to fund the new approved expenditures in fiscal 2021-22.

As previously mentioned, during fiscal 2016-17 a new program was created by legislation known as NPLH which reduced MHSA funding to all counties, including Tri-City, by 7% for the purpose of funding a new program titled No place Like Home. The 7% reduction in funding was expected to take effect until fiscal 2020-21 and as such this reduction has been reflected in this budget.

As might be expected, COVID-19 has directly impacted MHSA funding. The projected income that funds the Mental Health Services Act (MHSA) is also expected to be impacted due to the economic downturn. Projections obtained from policy analysts and consultants working with the California Behavioral Health Directors Association (CBHDA) indicate that while some increases in MHSA revenue experienced in fiscal year 2020-21 it will only be temporary as tax filings that were supposed to be completed in fiscal 2019-20 were completed in fiscal 2020-21. While CBHDA's projections do not appear to significantly impact Tri-City until fiscal year 2022-23, management of Tri-City will continue to be conservative with respect to budgeting, closely monitor state of its finances and continue to cautiously approach future years, all while ensuring the needs of the community are met and existing programs do not suffer.

CASH FLOWS FROM OPERATING ACTIVITIES

There are three major components to cash flows from operating activities:

1. Cash received from and on behalf of patients includes the following.
 - a. Expected receipts of Medi-Cal FFP for Medi-Cal services performed under the Full Service Partnerships (FSP). This includes FFP reimbursement for Medi-Cal eligible clients, clients that were previously un-funded but now qualify for Medi-Cal under Medi-Cal Expansion and coverage of undocumented children under the age 19 as previously approved in the Governor's budget. As previously noted, young adults under the age of 26 are now eligible for full scope Medi-Cal.
 - b. Expected receipts of Medi-Cal State EPSDT for Medi-Cal services performed under FSP for children and youth under age 21.
 - c. Collection of client rental payments.
2. Cash payments to suppliers and contractors. These amounts include costs of operating all MHSA related programs.
3. Payments to or on behalf of employees. This amount includes the gross salaries plus benefits.

CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES

MHSA funding is the only component to cash flows from non-capital financing activities. The amount included in the budget reflects the estimated State 2021-22 allocations that were included in the MHSA 2021-22 Annual Update proposed at the June 8, 2021 Public Hearing and presented and approved at the June 2021 Governing Board Meeting. These funds are released by the State based on dedicated State tax revenues collected by the State and put into the State's Mental Health Fund. As noted previously, and as a direct result of COVID-19, the projections for MHSA funding have been directly impacted. Based on past experience it is projected that slightly more funding will come in during the first, third and fourth quarters of the year. It should also be noted that the amounts projected to be received were based on the projections provided by the California Behavioral Health Directors Association (CBHDA) in May of 2021 and then updated through June 2021.

CASH FLOW FROM CAPITAL AND RELATED FINANCING ACTIVITIES

This section reflects MHSA's projected investments in capital facilities, equipment or general capital purchases for the MHSA programs. The projected purchases include the following:

1. Approximately \$474 thousand has been projected for the replacement and improvement of hardware and software during fiscal 2021-22. This includes continual improvement or scheduled replacement of servers, renewal of software licenses, replacement of aged computers and replacement and improvement of various information technology related equipment. It also includes outflows related the new electronic healthcare record system implementation as approved in the fiscal year 2021-22 MHSA Plan Update.
2. The amount of \$92 thousand is being budgeted for general projected needs of office furniture, office equipment, and other equipment related purchases required for various programs. These costs also include amounts to essentially account for unanticipated purchases as these programs may continue to grow, including FSP, the Wellness Center, the Therapeutic Community Garden and other PEI programs.
3. As indicated earlier in this document, the Capital Facilities and Technology (CFTN) plan included two new projects to be completed in fiscal year 2021-22 which included improvements to the MHSA Administrative Building and improvement to the Therapeutic Community Garden. The total estimated costs for these two projects is \$971 thousand and are included in this Cash Flow Budget.
4. In May of 2021, the Governing Board approved a new Capital Facilities & Technology Needs (CFTN) Plan to expend approximately \$300,436 to begin the implementation of a new electronic health record system and a new client referral management platform. Since the majority of those costs are now expected to occur in Fiscal Year 2021-22, these amounts have been included in this budget.

CASH FLOW FROM INVESTING ACTIVITIES

This section reflects MHSA's projected interest income from the cash deposited in the LAIF account and money market and savings accounts. The amount projected is based on the current interest rates.

**TRI-CITY MENTAL HEALTH AUTHORITY
MENTAL HEALTH SERVICES ACT (MHSA) OPERATING BUDGET
FISCAL YEAR 2021-22**

	FY 21-22 QUARTERS				BUDGET FY 2021-22	% to Rev	PROJECTED 2020-21 (see note)	% to Rev	\$\$ Variance
	1ST QRT	2ND QRT	3RD QRT	4TH QRT					
REVENUE									
MEDI-CAL ADULT FFP	605,902	605,902	605,902	605,902	\$ 2,423,606	14.1%	2,365,727	13.2%	\$ 57,879
MEDI-CAL CHILDREN FFP	370,117	370,117	370,117	370,117	1,480,469	8.6%	1,363,932	7.6%	116,537
MEDI-CAL CHILDREN EPSDT--STATE REALIGNMENT	279,658	279,658	279,658	279,658	1,118,632	6.5%	832,263	4.6%	286,369
MEDICARE	-	-	-	-	-	0.0%	-	0.0%	-
MEDICARE	500	500	500	500	2,000	0.0%	1,400	0.0%	600
PATIENT FEES/INSURANCE	-	-	-	-	-	0.0%	-	0.0%	-
MHSA FUNDING	3,055,739	3,055,739	3,055,739	3,055,739	12,222,954	71.0%	13,536,710	75.3%	(1,313,756)
CITY SHARE - LA VERNE	-	-	-	-	-	0.0%	-	0.0%	-
CITY SHARE - CLAREMONT	-	-	-	-	-	0.0%	-	0.0%	-
CITY SHARE - POMONA	-	-	-	-	-	0.0%	-	0.0%	-
GRANTS	-	-	-	-	-	0.0%	-	0.0%	-
INTEREST INCOME	17,605	17,605	17,605	17,605	70,420	0.4%	144,000	0.8%	(73,580)
RENTAL AND OTHER INCOME	26,375	26,375	26,375	26,375	105,500	0.6%	105,500	0.6%	-
ESTIMATED M/C DENIALS/DISALLOWANCE	(49,551)	(49,551)	(49,551)	(49,551)	(198,203)	-1.2%	(378,653)	-2.1%	180,450
TOTAL REVENUES	4,306,344	4,306,344	4,306,344	4,306,344	17,225,378	100.0%	17,970,879	100.0%	(745,501)
EXPENSES									
SALARY COSTS									
SALARY AND WAGES	2,537,200	2,537,200	2,537,200	2,537,200	10,148,801	58.9%	9,444,944	52.6%	703,857
INSURANCE-Health/workers comp/life	421,938	421,938	421,938	421,938	1,687,753	9.8%	1,261,139	7.0%	426,614
RETIREMENT COSTS	309,576	309,576	309,576	309,576	1,238,303	7.2%	1,106,822	6.2%	131,481
PAYROLL TAXES	61,555	61,555	61,555	61,555	246,218	1.4%	173,178	1.0%	73,040
MISC COSTS	60,879	60,879	60,879	60,879	243,516	1.4%	81,961	0.5%	161,555
	3,391,148	3,391,148	3,391,148	3,391,148	13,564,591	78.7%	12,068,044	67.2%	1,496,547
FACILITY COSTS									
STORAGE LEASES	5,506	5,506	5,506	5,506	22,024	0.1%	21,382	0.1%	642
MORTGAGE INTEREST (2008 Garey)	-	-	-	-	-	0.0%	-	0.0%	-
FACILITY RENT	80,471	80,471	80,471	80,471	321,885	1.9%	312,511	1.7%	9,374
INTERCOMPANY FACILITY CHARGES	13,987	13,987	13,987	13,987	55,949	0.3%	54,319	0.3%	1,630
UTILITIES	18,926	18,926	18,926	18,926	75,704	0.4%	73,499	0.4%	2,205
BUILDING REPAIRS AND MAINTENANCE	17,782	17,782	17,782	17,782	71,128	0.4%	69,055	0.4%	2,073
JANITORIAL SERVICES & SUPPLIES	21,272	21,272	21,272	21,272	85,086	0.5%	82,609	0.5%	2,477
WASTE DISPOSAL	3,164	3,164	3,164	3,164	12,656	0.1%	12,289	0.1%	367
	161,108	161,108	161,108	161,108	644,432	3.7%	625,664	3.5%	18,768
EQUIPMENT COSTS									
EQUIPMENT RENTAL/LEASE	18,138	18,138	18,138	18,138	72,552	0.4%	70,441	0.4%	2,111
EQUIP MAINT/REPAIRS	3,486	3,486	3,486	3,486	13,945	0.1%	13,540	0.1%	405
EQUIP/FURNITURE PURCHASES EXPENSED	3,588	3,588	3,588	3,588	14,351	0.1%	13,935	0.1%	416
AUTO EXPENSES	3,624	3,624	3,624	3,624	14,497	0.1%	14,073	0.1%	424
AUTO INSURANCE	9,368	9,368	9,368	9,368	37,473	0.2%	36,383	0.2%	1,090
CELLULAR/PAGER LEASES	30,609	30,609	30,609	30,609	122,436	0.7%	118,869	0.7%	3,567
	68,814	68,814	68,814	68,814	275,254	1.6%	267,241	1.5%	8,013

**TRI-CITY MENTAL HEALTH AUTHORITY
MENTAL HEALTH SERVICES ACT (MHSA) OPERATING BUDGET
FISCAL YEAR 2021-22**

	FY 21-22 QUARTERS				BUDGET	% to	PROJECTED	% to	\$\$
	1ST QRT	2ND QRT	3RD QRT	4TH QRT	FY 2021-22	Rev	2020-21	Rev	Variance
OTHER SERVICES AND SUPPLIES									
CONFERENCES, SEMINARS & RELATED COSTS	9,299	9,299	9,299	9,299	37,197	0.2%	36,114	0.2%	1,083
MILEAGE REIMBURSEMENT	822	822	822	822	3,288	0.0%	3,194	0.0%	94
PERSONNEL ADS	4,353	4,353	4,353	4,353	17,413	0.1%	16,905	0.1%	508
PROFESSIONAL LIABILITY INSURANCE	32,779	32,779	32,779	32,779	131,115	0.8%	127,297	0.7%	3,818
SECURITY EXPENSE	104,402	104,402	104,402	104,402	417,607	2.4%	405,444	2.3%	12,163
DUES & SUBSCRIPTIONS	9,078	9,078	9,078	9,078	36,312	0.2%	35,254	0.2%	1,058
OTHER SUPPLIES	7,710	7,710	7,710	7,710	30,838	0.2%	29,937	0.2%	901
PRINTING	573	573	573	573	2,290	0.0%	2,224	0.0%	66
CLIENT EXPENSES	79,469	79,469	79,469	79,469	317,875	1.8%	492,569	2.7%	(174,694)
LAB COST	179	179	179	179	717	0.0%	696	0.0%	21
AMBULANCE COSTS	12,293	12,293	12,293	12,293	49,171	0.3%	47,739	0.3%	1,432
OFFICE SUPPLIES	3,415	3,415	3,415	3,415	13,660	0.1%	13,262	0.1%	398
POSTAGE	595	595	595	595	2,380	0.0%	2,312	0.0%	68
RECORD DESTRUCTION	813	813	813	813	3,253	0.0%	3,158	0.0%	95
TELEPHONE EXPENSES	39,437	39,437	39,437	39,437	157,746	0.9%	153,149	0.9%	4,597
COMPUTER SYSTEMS & SOFTWARE	39,414	39,414	39,414	39,414	157,657	0.9%	82,331	0.5%	75,326
DATA PROCESSING/LICENSES	29,412	29,412	29,412	29,412	117,649	0.7%	71,214	0.4%	46,435
IT RELATED EXPENSES-Consulting/Training	3,500	3,500	3,500	3,500	14,000	0.1%	68,127	0.4%	(54,127)
MISCELLANEOUS	6,104	6,104	6,104	6,104	24,414	0.1%	23,704	0.1%	710
	383,646	383,646	383,646	383,646	1,534,582	8.9%	1,614,630	9.0%	(80,048)
SPECIFIC COSTS									
PROGRAMS:									
CLIENT SUPPORT COSTS	201,439	201,439	201,439	201,439	805,755	4.7%	1,154,452	6.4%	(348,697)
UNIQUE MHSA PROGRAM RELATED COSTS	88,000	88,000	88,000	88,000	352,000	2.0%	-	0.0%	352,000
COMMUNITY GRANTS	21,250	21,250	21,250	21,250	85,000	0.5%	65,856	0.4%	19,144
WET--LEARNING & OUTREACH	28,542	28,542	28,542	28,542	114,166	0.7%	110,841	0.6%	3,325
PROFESSIONAL SERVICES	35,223	35,223	35,223	35,223	140,891	0.8%	102,322	0.6%	38,569
ADMINISTRATIVE:									
DIRECTORS & OFFICERS INSURANCE	9,384	9,384	9,384	9,384	37,535	0.2%	36,442	0.2%	1,093
PROFESSIONAL SERVICES	18,349	18,349	18,349	18,349	73,395	0.4%	84,147	0.5%	(10,752)
ATTORNEY FEES	12,338	12,338	12,338	12,338	49,352	0.3%	47,914	0.3%	1,438
BANK FEES	378	378	378	378	1,511	0.0%	1,467	0.0%	44
AUDIT FEES	5,760	5,760	5,760	5,760	23,040	0.1%	22,368	0.1%	672
	420,661	420,661	420,661	420,661	1,682,645	9.8%	1,625,809	9.0%	56,836
DEPRECIATION AND AMORT	107,725	107,725	107,725	107,725	430,899	2.5%	350,492	2.0%	80,407
TOTAL COSTS	4,533,101	4,533,101	4,533,101	4,533,101	18,132,403	105.3%	16,551,880	92.1%	1,580,523
INCOME (LOSS) FROM OPERATIONS	\$ (226,756)	\$ (226,756)	\$ (226,756)	\$ (226,756)	\$ (907,025)	-5.3%	\$ 1,418,999	7.9%	\$ (2,326,024)

NOTE: The fiscal year 2020-21 amounts are UNAUDITED and PRELIMINARY based on nine months results through March 31, 2021. Such amounts are subject to further review and audit and are presented herein for comparison purposes only.

**TRI-CITY MENTAL HEALTH AUTHORITY
MHSA CONSOLIDATING BUDGET
FISCAL YEAR 2021-22**

	CSS PROGRAMS	PEI PROGRAMS	INN PROGRAMS	WET PROGRAMS	CFTN PROJECTS	TOTAL
REVENUE						
MEDI-CAL ADULT FFP	\$ 2,423,606	\$ -	\$ -	\$ -	\$ -	\$ 2,423,606
MEDI-CAL CHILDREN FFP	1,480,469	-	-	-	-	1,480,469
MEDI-CAL CHILDREN EPSDT--STATE	1,118,632	-	-	-	-	1,118,632
REALIGNMENT	-	-	-	-	-	-
MEDICARE	2,000	-	-	-	-	2,000
PATIENT FEES/INSURANCE	-	-	-	-	-	-
MHSA FUNDING	9,210,946	2,355,742	656,266	-	-	12,222,954
CITY SHARE - LA VERNE	-	-	-	-	-	-
CITY SHARE - CLAREMONT	-	-	-	-	-	-
CITY SHARE - POMONA	-	-	-	-	-	-
GRANTS	-	-	-	-	-	-
INTEREST INCOME	48,796	13,274	6,196	876	1,278	70,420
RENTAL AND OTHER INCOME	105,500	-	-	-	-	105,500
ESTIMATED M/C DENIALS/DISALLOWANCE	(198,203)	-	-	-	-	(198,203)
TOTAL REVENUES	14,191,746	2,369,016	662,462	876	1,278	17,225,378
EXPENSES						
SALARY COSTS						
<i>FTE's</i>	<i>118.8</i>	<i>15.6</i>	<i>1.8</i>	<i>2.6</i>	<i>-</i>	<i>138.8</i>
SALARY AND WAGES	8,505,988	1,264,398	174,577	203,838	-	10,148,801
INSURANCE-Health/workers comp/life	1,415,804	210,299	29,073	32,577	-	1,687,753
RETIREMENT COSTS	1,039,851	152,740	21,088	24,624	-	1,238,303
PAYROLL TAXES	205,969	30,978	4,277	4,994	-	246,218
MISC COSTS	202,534	32,008	4,141	4,833	-	243,516
	11,370,146	1,690,423	233,156	270,866	-	13,564,591
FACILITY COSTS						
STORAGE LEASES	20,834	907	147	136	-	22,024
MORTGAGE INTEREST (2008 Garey)	-	-	-	-	-	-
FACILITY RENT	299,064	18,830	2,068	1,923	-	321,885
INTERCOMPANY FACILITY CHARGES	52,443	3,415	42	49	-	55,949
UTILITIES	64,661	9,150	1,121	772	-	75,704
BUILDING REPAIRS AND MAINTENANCE	63,549	6,339	727	513	-	71,128
JANITORIAL SERVICES & SUPPLIES	75,041	7,981	1,200	864	-	85,086
WASTE DISPOSAL	10,245	2,221	113	77	-	12,656
	585,837	48,843	5,418	4,334	-	644,432
EQUIPMENT COSTS						
EQUIPMENT RENTAL/LEASE	62,033	8,417	1,213	889	-	72,552
EQUIP MAINT/REPAIRS	12,288	1,285	211	161	-	13,945
EQUIP/FURNITURE PURCHASES EXPENSED	13,183	975	112	81	-	14,351
AUTO EXPENSES	12,461	1,983	25	28	-	14,497
AUTO INSURANCE	34,998	2,332	74	69	-	37,473
CELLULAR/PAGER LEASES	102,567	17,362	1,078	1,429	-	122,436
	237,530	32,354	2,713	2,657	-	275,254

**TRI-CITY MENTAL HEALTH AUTHORITY
MHSA CONSOLIDATING BUDGET
FISCAL YEAR 2021-22**

	CSS PROGRAMS	PEI PROGRAMS	INN PROGRAMS	WET PROGRAMS	CFTN PROJECTS	TOTAL
OTHER SERVICES AND SUPPLIES						
CONFERENCES, SEMINARS & RELATED COSTS	26,898	10,078	110	111	-	37,197
MILEAGE REIMBURSEMENT	2,798	484	3	3	-	3,288
PERSONNEL ADS	10,909	1,748	1,036	3,720	-	17,413
PROFESSIONAL LIABILITY INSURANCE	115,489	12,351	1,906	1,369	-	131,115
SECURITY EXPENSE	339,862	72,402	3,158	2,185	-	417,607
DUES & SUBSCRIPTIONS	30,861	4,328	424	699	-	36,312
OTHER SUPPLIES	25,926	4,559	176	177	-	30,838
PRINTING	2,115	152	12	11	-	2,290
CLIENT EXPENSES	317,750	125	-	-	-	317,875
LAB COST	717	-	-	-	-	717
AMBULANCE COSTS	49,171	-	-	-	-	49,171
OFFICE SUPPLIES	11,297	2,012	212	139	-	13,660
POSTAGE	2,191	163	8	18	-	2,380
RECORD DESTRUCTION	3,253	-	-	-	-	3,253
TELEPHONE EXPENSES	139,955	14,198	2,061	1,532	-	157,746
COMPUTER SYSTEMS & SOFTWARE	144,570	9,520	2,311	1,256	-	157,657
DATA PROCESSING/LICENSES	117,649	-	-	-	-	117,649
IT RELATED EXPENSES-Consulting/Training	14,000	-	-	-	-	14,000
MISCELLANEOUS	12,406	11,553	237	218	-	24,414
	1,367,817	143,673	11,654	11,438	-	1,534,582
SPECIFIC COSTS						
PROGRAMS:						
CLIENT SUPPORT COSTS	805,755	-	-	-	-	805,755
UNIQUE MHSA PROGRAM RELATED COSTS	-	-	352,000	-	-	352,000
COMMUNITY GRANTS	-	85,000	-	-	-	85,000
WET--LEARNING & OUTREACH	-	-	-	114,166	-	114,166
PROFESSIONAL SERVICES	23,505	43,320	74,066	-	-	140,891
ADMINISTRATIVE:						
DIRECTORS & OFFICERS INSURANCE	34,753	2,782	-	-	-	37,535
PROFESSIONAL SERVICES	62,425	7,953	1,747	1,270	-	73,395
ATTORNEY FEES	47,410	1,458	230	254	-	49,352
BANK FEES	1,330	140	21	20	-	1,511
AUDIT FEES	21,339	1,701	-	-	-	23,040
	996,517	142,354	428,064	115,710	-	1,682,645
DEPRECIATION AND AMORT						
	357,878	8,993	1,281	1,009	61,738	430,899
TOTAL COSTS						
	14,915,725	2,066,640	682,286	406,014	61,738	18,132,403
INCOME (LOSS) FROM OPERATIONS						
	\$ (723,979)	\$ 302,376	\$ (19,824)	\$ (405,138)	\$ (60,460)	\$ (907,025)

NOTES: CSS=COMMUNITY SERVICES AND SUPPORT PEI=PREVENTION AND EARLY INTERVENTION INN=INNOVATION WET=WORKFORCE EDUCATION AND TRAINING
CFTN=TECHNOLOGY (PART OF THE MHSA FUNDS ALLOTTED TO CAPITAL FACILITIES AND TECHNOLOGY)

**TRI-CITY MENTAL HEALTH AUTHORITY
MENTAL HEALTH SERVICES ACT PROGRAMS CASH FLOW BUDGET
FISCAL YEAR 2021-22**

	FY 2021-22 QUARTERS				BUDGET FY 2021-22
	1ST QRT	2ND QRT	3RD QRT	4TH QRT	
CASH FLOWS FROM OPERATING ACTIVITIES					
CASH RECEIVED FROM AND ON BEHALF OF PATIENTS	\$ 1,923,820	\$ 1,005,041	\$ 1,005,041	\$ 1,005,041	\$ 4,938,944
CASH PAYMENTS TO SUPPLIERS AND CONTRACTORS	(1,034,228)	(1,034,228)	(1,034,228)	(1,034,228)	(4,136,913)
PAYMENTS TO OR ON BEHALF OF EMPLOYEES	(3,391,148)	(3,391,148)	(3,391,148)	(3,391,148)	(13,564,591)
NET CASH USED BY OPERATING ACTIVITIES	(2,501,556)	(3,420,335)	(3,420,335)	(3,420,335)	(12,762,560)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES					
MHSA FUNDING	3,143,896	2,515,117	3,772,675	3,143,896	12,575,584
REALIGNMENT	-	-	-	-	-
CONTRIBUTIONS FROM MEMBER CITIES	-	-	-	-	-
OTHER DONATIONS	-	-	-	-	-
NET CASH PROVIDED BY NONCAPITAL FINANCING ACTIVITIES	3,143,896	2,515,117	3,772,675	3,143,896	12,575,584
CASH FLOW FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
PURCHASE OF CAPITAL ASSETS:					
BUILDING AND IMPROVEMENTS	(477,024)	(357,768)	(238,512)	(119,256)	(1,192,560)
LAND	-	-	-	-	-
OFFICE FURNITURE, EQUIPMENT & VEHICLES	(18,400)	(36,800)	(18,400)	(18,400)	(92,000)
IT EQUIPMENT, HARDWARE AND SOFTWARE LICENSES	(237,172)	(118,586)	-	(118,586)	(474,343)
PRINCIPAL PAYMENTS ON CAPITAL DEBT	-	-	-	-	-
INTEREST PAID ON CAPITAL DEBT	-	-	-	-	-
RECEIPT/PAYMENT OF INTERCOMPANY ADVANCES BETWEEN OPERATIONS	(13,987)	(13,987)	(13,987)	(13,987)	(55,949)
NET CASH USED BY CAPITAL AND RELATED FINANCING ACTIVITIES	(746,583)	(527,141)	(270,899)	(270,229)	(1,814,852)
CASH FLOW FROM INVESTING ACTIVITIES					
INTEREST RECEIVED	17,605	17,605	17,605	17,605	70,420
OTHER INCOME RECEIVED	26,375	26,375	26,375	26,375	105,500
NET CASH PROVIDED BY INVESTING ACTIVITIES	43,980	43,980	43,980	43,980	175,920
NET CHANGE IN CASH	(60,263)	(1,388,379)	125,421	(502,688)	(1,825,908)
CASH BEGINNING BALANCE (Projected)	26,057,751	25,997,488	24,609,109	24,734,530	26,057,751
CASH ENDING BALANCE	\$ 25,997,488	\$ 24,609,109	\$ 24,734,530	\$ 24,231,843	\$ 24,231,843

**TRI-CITY MENTAL HEALTH AUTHORITY
COMMUNITY SERVICES AND SUPPORTS (CSS) PROGRAM**

PROPOSED

OPERATING BUDGET

FISCAL YEAR 2021-22

DRAFT

COMMUNITY SERVICES AND SUPPORTS PLAN

OPERATING BUDGET

GENERAL & HISTORICAL INFORMATION

Over the past thirteen years, Tri-City has received approximately \$88.1 million in CSS plan funds, of which approximately \$75.7 have been approved (through the stakeholder process) to be expended through 2020-21. The approved funds have been used to establish Prudent Reserves, fund prior year costs and are expected to cover approximately \$9.2 million of the projected fiscal year 2021-22 operating and capital costs for the CSS programs. In addition, it is expected that additional funds of approximately \$9.6 million relating to the State's 2021-22 allocation will be received throughout the new fiscal year. These funds would be available for use as required based on approval of Tri-City's MHPA Fiscal 2021-22 Annual Update. In accordance with Government Accounting Standards, the unapproved funds will not be reflected as MHPA revenue but will be deferred and recognized as revenue when new plans have been approved and the funds are available for expenditure. The revenue that is deferred (as noted above) will be identified under the caption Deferred Inflows of Resources as MHPA Revenues Restricted for Future Period, on the Statement of Net Position in Tri-City's financial statements.

The current CSS Plan includes six programs:

- Full Service Partnerships (FSP) – Children, TAY, Adult and Older Adult
- Community Navigators
- Wellness Center
- Supplemental Crisis Support
- Field Capable Clinical Services for Older Adults
- Permanent Supportive Housing

REVENUE

1. **MHPA Funding.** MHPA funding represents the amount of funds approved through the MHPA 2021-22 Annual Plan process and available to be expended for CSS programs. As noted above, only the revenue that is approved for expenditures is recognized as revenue. In accordance with Government Accounting Standards, the unapproved funds will not be reflected as MHPA revenue but will be deferred and only recognized as revenue when new plans have been approved and the funds are available for expenditure.
2. **Medi-Cal Adult and Children FFP.** Medi-Cal FFP represents anticipated Federal reimbursement for Medi-Cal eligible costs that will be incurred under the Full Service Partnership (FSP) and Field Capable Clinical Services for Older Adult programs in the CSS plan that are being served by Tri-City staff. The amounts are based on estimated Medi-Cal billings and projected hours of services to be provided by clinical staff. This level of service is measured in units of service which are multiplied by the Agency's projected cost per unit of service.

The CSS 2021-22 budget assumes that enrollment in the FSP program will continue to increase to its full capacity. As noted previously in this budget, as of May 1, 2016, undocumented children under age 19 are eligible to receive full coverage and as such Tri-City anticipates that the number of unfunded clients will continue to slightly decrease. As a result of Medi-Cal Expansion (MCE), it is projected that the non Medi-Cal clients will continue to decrease.

It is expected that a percentage of the clients that are provided services by Tri-City will not qualify for Medi-Cal reimbursement and therefore, 100% of those service costs within these CSS programs will be funded by MHSA funds. This budget assumes that Tri-City will receive Federal Financial Participation funding (FFP) for services provided to clients that do qualify for Medi-Cal. 50% FFP reimbursement is projected for the cost of services provided to children and youth under the age of 21 and adults 21 and over that qualify for Medi-Cal under the original Short-Doyle M/C. As previously noted, as a result of Medi-Cal Expansion (MCE), approximately 90% FFP reimbursement is projected for the cost of services provided to single adults between the age of 18 and 65 that qualify. The budget also assumes that Tri-City will receive approximately 50% of the cost to provide Medi-Cal services to children and youth under the age of 21 years through the State EPSDT program. The remaining unreimbursed Medi-Cal service costs (i.e. local match) will be covered through the MHSA funding as noted above.

In October of 2015 Governor Brown approved Medi-Cal Expansion in the 2015 State Budget which provided for full coverage, as of May 1, 2016, to all low-income children in the state, regardless of their immigration status. These expanded services include mental health treatment. Additionally, starting January 1, 2020, a new California law allows for young adults under the age of 26 to be eligible for full scope Medi-Cal regardless of immigration status.

3. **Interest Income.** Interest income is projected based on expected average cash balances.

OPERATING EXPENSES

1. **Salary Costs.** Salary and Benefits of \$11.3 million include \$8.9 million of direct provider/clinical staff salaries and \$2.3 million of administrative salaries. These costs were based on the historical staffing requirements of each program as determined by the Clinical Director and Program Managers. The costs include vacancies for approximately 7.91 FTE FSP positions which have been projected to be required in continuing to accommodate the FSP clients as well as the continued increase in clients resulting from expanded Medi-Cal eligibility. Tri-City is also projecting that there will be a greater need for services as a direct result of COVID-19. The projected staffing is as follows:

- a. Full Service Partnerships
 - (1) Children – 10.0 Full Time Equivalentents (FTEs)
 - (2) TAY – 20.3 FTEs
 - (3) Adult – 30.3 FTEs
 - (4) Older Adult – 5.7 FTEs

Community Services and Supports Plan
Operating Budget For The Fiscal Year 2021-22
Assumptions

- b. Community Navigators – 6.0 FTEs
- c. Wellness Center – 13.5 FTEs
- d. Supplemental Crisis Support – 9.0 FTEs
- e. Field Capable Clinical Services for Older Adults – 1.0 FTEs
- f. Permanent Supportive Housing Program – 3.2 FTEs
- g. Administration CSS – 19.9 FTE's, includes direct CSS Administration costs which include allocated time of the MHSA Manager and MHSA Director, as well as allocated time of data collection and quality control personnel, and billing and accounting personnel. In addition, Tri-City's Executive and Senior Management team and administrative staff who serve the entire Agency, are anticipated to spend approximately 62% of their time on MHSA programs, including CSS programs. This budget includes a total of 20.1 FTEs of allocated time for these staff.

All other salary costs, including insurance, retirement, and payroll taxes are based on the historical cost as a relationship to base salary and wages.

2. **Facility Costs.** Facility costs represent the costs of maintaining space to house the current staff and any projected new staffing. The major portion of costs represents outside rental charges (leasing of office space), and intercompany facility charges that represent the allocation of costs to own and operate the administrative building located at 2001 N. Garey Ave. in Pomona and the clinic at 2008 N. Garey in Pomona. The costs are either reflected on the specific line item or are allocated to programs through the intercompany facility charge. Facility costs also include utilities, building repairs and maintenance costs and were projected based on actual historical costs per square foot and expected space required by each program.

The costs for storage leases include the rental of space for archiving documents that are legally required to be retained, and are primarily fixed costs with minor increases to rates. Storage costs that do fluctuate are associated with the storage of medical and financial records and will fluctuate based on usage/access of these documents as needed throughout the year.

3. **Equipment Costs.** This amount reflects the anticipated costs for equipment needs for each program.
4. **Other Service and Supply Costs.** Other service and supply costs are projected based on Tri-City's historical percentage relationship of costs incurred and/or as a percentage of salary costs. In addition, certain projected costs include non-recurring costs for training. The major costs included in this category are as follows:
- a. Conference, Seminar & Related Costs. These costs represent anticipated supplemental training of FSP and Wellness Center personnel, as well as the requirement of the MHSA administrative staff attending MHSA conferences and seminars. As might be anticipated, a significant number of trainings will be continued to be attended online during fiscal year 2021-22.

- b. Transportation and Mileage Costs. These costs include the anticipated costs to be incurred by the Community Navigators and FSP personnel, since these positions require going out to the client to provide the required services. Transportation and mileage costs also include transportation costs associated with conferences, seminars and trainings. As might be anticipated, most trainings will be conducted online during fiscal year 2021-22.
 - c. Professional Liability Costs. These costs represent the anticipated cost of professional liability insurance for clinical and support staff and are based on Tri-City's historical cost as it relates to salary costs.
 - d. Security Expense. These costs represent the cost of contracting on-site security guards during business hours at various Tri-City locations. The costs are then proportionately allocated to each of the programs by location and staff.
 - e. Client Costs. These costs represent varying miscellaneous costs used to support clients during their care.
 - f. Office Supplies, Other Supplies and Telephone Costs. These costs are projected based on Tri-City's historical percentage relationship of costs as a percent of salary cost. In addition, other supply costs include program supplies anticipated to be required for the Wellness Center.
 - g. Data Processing/Licenses, Computer Systems. The data processing costs relate to the expected monthly charges to be allocated for Medi-Cal billing and statistical data reporting. The computer systems/IT related expenses represent the cost of upgrading hardware and connectivity. This includes the professional fees that may be paid to IT specialists.
5. **Specific Costs**. These costs are specific to certain programs and administrative expenditures.
- a. Client Support Costs. These are generally costs that do not qualify as mental health expenditures for Medi-Cal reimbursement but are necessary to assist a client in achieving their goals. These costs are primarily for housing, however generally include food, clothing, and education/employment training, and are called FLEX funds under the Full Service Partnership program. The FLEX funds are based on past experience, the current and projected need for the upcoming year and the number of Medi-Cal FSP clients receiving direct services.
 - b. Professional Services. These costs include consulting and professional services related to the comprehensive compensation study scheduled to be completed during fiscal 2020-21 in addition to continued consulting fees associated with the current Interim Chief Information Officer both of which were approved by the Governing Board during fiscal 2020-21. Other professional fees would include services provided to the Wellness Center by NAMI, recruitment fees, personnel related consultants, and other general consulting and media costs. The budgeted professional service costs also allows for unexpected services to be required.

Community Services and Supports Plan
Operating Budget For The Fiscal Year 2021-22
Assumptions

- c. Attorney Fees. These costs included in the CSS administrative budget represent general legal fees expected in conjunction with the day-to-day program operations including contracting and human resources. The amount projected for 2021-22, is in line with prior years' budgeted amounts for legal fees and considered prudent to allow for unexpected matters to arise.
- d. Directors & Officers Insurance and Audit Fees. These are costs allocated to the CSS program.

DRAFT

**TRI-CITY MENTAL HEALTH AUTHORITY
MHSA--CSS OPERATING BUDGET
FISCAL YEAR 2021-22**

	FY 21-22 QUARTERS				BUDGET	% to
	1ST QRT	2ND QRT	3RD QRT	4TH QRT	FY 2021-22	
REVENUE						
MEDI-CAL ADULT FFP	\$ 605,902	\$ 605,902	\$ 605,902	\$ 605,902	\$ 2,423,606	17.1%
MEDI-CAL CHILDREN FFP	370,117	370,117	370,117	370,117	1,480,469	10.4%
MEDI-CAL CHILDREN EPSDT--STATE	279,658	279,658	279,658	279,658	1,118,632	7.9%
REALIGNMENT	-	-	-	-	-	0.0%
MEDICARE	500	500	500	500	2,000	0.0%
PATIENT FEES/INSURANCE	-	-	-	-	-	0.0%
MHSA FUNDING	2,302,737	2,302,737	2,302,737	2,302,737	9,210,946	64.9%
CITY SHARE - LA VERNE	-	-	-	-	-	0.0%
CITY SHARE - CLAREMONT	-	-	-	-	-	0.0%
CITY SHARE - POMONA	-	-	-	-	-	0.0%
GRANTS	-	-	-	-	-	0.0%
INTEREST INCOME	12,199	12,199	12,199	12,199	48,796	0.3%
RENTAL AND OTHER INCOME	26,375	26,375	26,375	26,375	105,500	0.7%
ESTIMATED M/C DENIALS/DISALLOWANCE	(49,551)	(49,551)	(49,551)	(49,551)	(198,203)	-1.4%
TOTAL REVENUES	3,547,936	3,547,936	3,547,936	3,547,936	14,191,746	100.0%
EXPENSES						
SALARY COSTS						
SALARY AND WAGES	2,126,497	2,126,497	2,126,497	2,126,497	8,505,988	59.9%
INSURANCE-Health/workers comp/life	353,951	353,951	353,951	353,951	1,415,804	10.0%
RETIREMENT COSTS	259,963	259,963	259,963	259,963	1,039,851	7.3%
PAYROLL TAXES	51,492	51,492	51,492	51,492	205,969	1.5%
MISC COSTS	50,634	50,634	50,634	50,634	202,534	1.4%
	2,842,537	2,842,537	2,842,537	2,842,537	11,370,146	80.1%
FACILITY COSTS						
STORAGE LEASES	5,209	5,209	5,209	5,209	20,834	0.1%
MORTGAGE INTEREST (2008 Garey)	-	-	-	-	-	0.0%
FACILITY RENT	74,766	74,766	74,766	74,766	299,064	2.1%
INTERCOMPANY FACILITY CHARGES	13,111	13,111	13,111	13,111	52,443	0.4%
UTILITIES	16,165	16,165	16,165	16,165	64,661	0.5%
BUILDING REPAIRS AND MAINTENANCE	15,887	15,887	15,887	15,887	63,549	0.4%
JANITORIAL SERVICES & SUPPLIES	18,760	18,760	18,760	18,760	75,041	0.5%
WASTE DISPOSAL	2,561	2,561	2,561	2,561	10,245	0.1%
	146,459	146,459	146,459	146,459	585,837	4.1%
EQUIPMENT COSTS						
EQUIPMENT RENTAL/LEASE	15,508	15,508	15,508	15,508	62,033	0.4%
EQUIP MAINT/REPAIRS	3,072	3,072	3,072	3,072	12,288	0.1%
EQUIP/FURNITURE PURCHASES EXPENSED	3,296	3,296	3,296	3,296	13,183	0.1%
INTERCOMPANY EQUIP/SOFTWARE CHARGES (INCOME)	-	-	-	-	-	0.0%
AUTO EXPENSES	3,115	3,115	3,115	3,115	12,461	0.1%
AUTO INSURANCE	8,750	8,750	8,750	8,750	34,998	0.2%
CELLULAR/PAGER LEASES	25,642	25,642	25,642	25,642	102,567	0.7%
	59,383	59,383	59,383	59,383	237,530	1.7%

**TRI-CITY MENTAL HEALTH AUTHORITY
MHA--CSS OPERATING BUDGET
FISCAL YEAR 2021-22**

	FY 21-22 QUARTERS				BUDGET	% to
	1ST QRT	2ND QRT	3RD QRT	4TH QRT	FY 2021-22	
OTHER SERVICES AND SUPPLIES						
CONFERENCES, SEMINARS & RELATED COSTS	6,725	6,725	6,725	6,725	26,898	0.2%
MILEAGE REIMBURSEMENT	700	700	700	700	2,798	0.0%
PERSONNEL ADS	2,727	2,727	2,727	2,727	10,909	0.1%
PROFESSIONAL LIABILITY INSURANCE	28,872	28,872	28,872	28,872	115,489	0.8%
SECURITY EXPENSE	84,966	84,966	84,966	84,966	339,862	2.4%
DUES & SUBSCRIPTIONS	7,715	7,715	7,715	7,715	30,861	0.2%
OTHER SUPPLIES	6,482	6,482	6,482	6,482	25,926	0.2%
PRINTING	529	529	529	529	2,115	0.0%
CLIENT EXPENSES	79,438	79,438	79,438	79,438	317,750	2.2%
LAB COST	179	179	179	179	717	0.0%
AMBULANCE COSTS	12,293	12,293	12,293	12,293	49,171	0.3%
OFFICE SUPPLIES	2,824	2,824	2,824	2,824	11,297	0.1%
POSTAGE	548	548	548	548	2,191	0.0%
RECORD DESTRUCTION	813	813	813	813	3,253	0.0%
TELEPHONE EXPENSES	34,989	34,989	34,989	34,989	139,955	1.0%
COMPUTER SYSTEMS CONNECTIONS	36,143	36,143	36,143	36,143	144,570	1.0%
DATA PROCESSING/LICENSES	29,412	29,412	29,412	29,412	117,649	0.8%
IT RELATED EXPENSES-Consulting/Training	3,500	3,500	3,500	3,500	14,000	0.1%
MISCELLANEOUS (OPERATING RESERVE)	3,102	3,102	3,102	3,102	12,406	0.1%
	341,954	341,954	341,954	341,954	1,367,817	9.6%
SPECIFIC COSTS						
PROGRAMS:						
CLIENT SUPPORT COSTS	201,439	201,439	201,439	201,439	805,755	5.7%
UNIQUE MHA PROGRAM RELATED COSTS	-	-	-	-	-	0.0%
COMMUNITY GRANTS	-	-	-	-	-	0.0%
WET--LEARNING & OUTREACH	-	-	-	-	-	0.0%
PROFESSIONAL SERVICES	5,876	5,876	5,876	5,876	23,505	0.2%
ADMINISTRATIVE:						
DIRECTORS & OFFICERS INSURANCE	8,688	8,688	8,688	8,688	34,753	0.2%
PROFESSIONAL SERVICES	15,606	15,606	15,606	15,606	62,425	0.4%
ATTORNEY FEES	11,853	11,853	11,853	11,853	47,410	0.3%
BANK FEES	333	333	333	333	1,330	0.0%
AUDIT FEES	5,335	5,335	5,335	5,335	21,339	0.2%
	249,129	249,129	249,129	249,129	996,517	7.0%
DEPRECIATION AND AMORT	89,470	89,470	89,470	89,470	357,878	2.5%
TOTAL COSTS	3,728,931	3,728,931	3,728,931	3,728,931	14,915,725	105.1%
INCOME (LOSS) FROM OPERATIONS	\$ (180,995)	\$ (180,995)	\$ (180,995)	\$ (180,995)	\$ (723,979)	-5.1%

**TRI-CITY MENTAL HEALTH AUTHORITY
MHSA-COMMUNITY SERVICES AND SUPPORT (CSS) OPERATING BUDGET BY PROGRAM
FISCAL YEAR 2021-22**

	CHILD FSP	TAY FSP	ADULT FSP	OLDER ADULT-FSP	NAVI-GATORS	WELLNESS CENTER	SUPP CRISIS SUPPORT	FIELD CAPABLE-- OLDER AD	CSS HOUSING	CSS ADMIN	TOTAL
REVENUE											
MEDI-CAL ADULT FFP	\$ -	\$ -	\$ 2,059,375	\$ 334,231	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ 2,423,606
MEDI-CAL CHILDREN FFP	474,012	1,006,457	-	-	-	-	-	-	-	-	1,480,469
MEDI-CAL-STATE	474,012	544,620	90,000	10,000	-	-	-	-	-	-	1,118,632
REALIGNMENT	-	-	-	-	-	-	-	-	-	-	-
MEDICARE	-	-	1,200	0	-	-	-	800	-	-	2,000
PATIENT FEES/INSURANCE	-	-	-	-	-	-	-	-	-	-	-
MHSA FUNDING	463,267	1,030,522	2,011,087	335,663	477,822	1,273,080	723,947	111,392	307,927	2,476,239	9,210,946
GRANTS	-	-	-	-	-	-	-	-	-	-	-
INTEREST INCOME	-	-	-	-	-	-	-	-	-	48,796	48,796
RENTAL AND OTHER INCOME	100	100	300	-	-	-	-	-	105,000	-	105,500
ESTIMATED M/C DENIALS/DISALLOWANCE	(47,401)	(23,092)	(107,469)	(17,212)	-	-	-	(3,030)	-	-	(198,203)
TOTAL REVENUES	1,363,990	2,558,607	4,054,493	662,682	477,822	1,273,080	723,947	139,162	412,927	2,525,035	14,191,746
EXPENSES											
SALARY COSTS <i>FTE's</i>	<i>10.0</i>	<i>20.3</i>	<i>30.3</i>	<i>5.7</i>	<i>6.0</i>	<i>13.5</i>	<i>9.0</i>	<i>1.0</i>	<i>3.2</i>	<i>19.9</i>	<i>118.8</i>
SALARY AND WAGES	706,331	1,427,249	2,243,474	416,963	396,333	703,936	600,808	62,091	191,507	1,757,296	8,505,988
INSURANCE-Health/workers comp/life	121,737	238,318	374,093	68,812	50,118	122,675	102,329	9,823	32,925	294,974	1,415,804
RETIREMENT COSTS	90,032	178,290	282,925	52,166	35,908	85,035	72,578	7,501	23,135	212,281	1,039,851
PAYROLL TAXES	17,305	34,967	54,965	10,216	7,283	17,246	14,720	1,521	4,692	43,054	205,969
MISC COSTS	17,491	34,656	53,742	9,881	7,209	16,848	14,728	1,471	4,702	41,806	202,534
	952,896	1,913,480	3,009,199	558,038	496,851	945,740	805,163	82,407	256,961	2,349,411	11,370,146
FACILITY COSTS											
STORAGE LEASES	3,538	4,354	4,898	816	-	-	-	-	-	7,228	20,834
MORTGAGE INTEREST (2008 Garey)	-	-	-	-	-	-	-	-	-	-	-
FACILITY RENT	75,687	112,055	9,752	-	-	-	-	-	-	101,570	299,064
INTERCOMPANY FACILITY CHARGES	-	-	36,130	6,441	-	-	7,926	-	-	1,946	52,443
UTILITIES	-	-	14,078	2,505	4,230	31,583	3,087	-	5,540	3,638	64,661
BUILDING REPAIRS AND MAINTENANCE	1,019	1,413	7,410	1,313	2,592	20,696	1,618	-	23,310	4,178	63,549
JANITORIAL SERVICES & SUPPLIES	8,509	12,241	15,790	2,681	3,816	14,188	3,297	-	2,290	12,229	75,041
WASTE DISPOSAL	-	-	2,110	203	423	3,866	250	-	3,044	349	10,245
	88,753	130,063	90,168	13,959	11,061	70,333	16,178	-	34,184	131,138	585,837
EQUIPMENT COSTS											
EQUIPMENT RENTAL/LEASE	4,676	6,656	17,669	3,049	3,983	8,150	3,765	9	2,381	11,695	62,033
EQUIP MAINT/REPAIRS	1,299	1,696	3,028	448	589	1,670	692	99	255	2,512	12,288
EQUIP/FURNITURE PURCHASES EXPENSED	485	1,585	909	129	65	191	-	-	4,053	5,766	13,183
AUTO EXPENSES	157	405	5,669	-	-	-	3,903	318	473	1,536	12,461
AUTO INSURANCE	4,088	1,797	7,864	-	-	5,808	8,167	1,797	1,863	3,614	34,998
CELLULAR/PAGER LEASES	12,001	16,290	22,928	5,301	4,411	8,158	5,023	820	9,745	17,890	102,567
	22,706	28,429	58,067	8,927	9,048	23,977	21,550	3,043	18,770	43,013	237,530

**TRI-CITY MENTAL HEALTH AUTHORITY
MHSA-COMMUNITY SERVICES AND SUPPORT (CSS) OPERATING BUDGET BY PROGRAM
FISCAL YEAR 2021-22**

	CHILD FSP	TAY FSP	ADULT FSP	OLDER ADULT-FSP	NAVI-GATORS	WELLNESS CENTER	SUPP CRISIS SUPPORT	FIELD CAPABLE-- OLDER AD	CSS HOUSING	CSS ADMIN	TOTAL
OTHER SERVICES AND SUPPLIES											
CONFERENCES, SEMINARS & RELATED COSTS	1,209	1,477	5,415	4,575	-	-	7,967	-	144	6,111	26,898
MILEAGE REIMBURSEMENT	388	549	1,173	174	194	15	-	62	125	118	2,798
PERSONNEL ADS	396	1,342	6,245	91	-	462	275	-	322	1,776	10,909
PROFESSIONAL LIABILITY INSURANCE	11,562	15,202	28,672	4,322	6,193	19,647	6,504	813	4,591	17,983	115,489
SECURITY EXPENSE	9,491	13,741	89,514	15,796	11,183	149,197	19,434	-	14,173	17,333	339,862
DUES & SUBSCRIPTIONS	33	236	277	41	-	-	9	-	577	29,688	30,861
OTHER SUPPLIES	856	1,786	9,402	4,376	402	865	2,018	94	983	5,144	25,926
PRINTING	22	28	597	77	25	-	610	-	15	741	2,115
CLIENT EXPENSES	1,986	1,799	9,082	2,154	-	611	1,921	15	300,182	-	317,750
LAB COST	24	-	-	-	-	-	545	148	-	-	717
AMBULANCE COSTS	3,540	3,633	25,854	1,756	-	-	14,388	-	-	-	49,171
OFFICE SUPPLIES	821	886	1,818	427	985	1,375	280	-	403	4,302	11,297
POSTAGE	135	194	12	-	16	-	-	-	153	1,681	2,191
RECORD DESTRUCTION	846	1,041	1,171	195	-	-	-	-	-	-	3,253
TELEPHONE EXPENSES	10,418	13,395	34,081	5,850	5,683	28,285	6,781	603	3,040	31,819	139,955
COMPUTER SYSTEMS CONNECTIONS	166	219	72,937	12	-	-	209	275	-	70,752	144,570
DATA PROCESSING/LICENSES	-	-	-	-	-	-	-	-	-	117,649	117,649
IT RELATED EXPENSES-Consulting/Training	-	-	-	-	-	-	-	-	-	14,000	14,000
MISCELLANEOUS (OPERATING RESERVE)	-	-	-	-	-	5	-	-	126	12,275	12,406
	41,893	55,528	286,250	39,846	24,681	200,462	60,941	2,010	324,834	331,372	1,367,817
SPECIFIC COSTS											
PROGRAMS:											
CLIENT SUPPORT COSTS	50,000	50,000	600,000	100,000	-	-	-	-	5,755	-	805,755
UNIQUE MHSA PROGRAM RELATED COSTS	-	-	-	-	-	-	-	-	-	-	-
COMMUNITY GRANTS	-	-	-	-	-	-	-	-	-	-	-
WET--LEARNING & OUTREACH	-	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	8,591	-	-	14,914	-	23,505
ADMINISTRATIVE:											
DIRECTORS & OFFICERS INSURANCE	-	-	-	-	-	-	-	-	-	34,753	34,753
PROFESSIONAL SERVICES	-	-	-	-	749	-	-	-	-	61,676	62,425
ATTORNEY FEES	808	-	-	-	-	-	-	-	34,905	11,697	47,410
BANK FEES	-	-	-	-	-	-	-	-	222	1,108	1,330
AUDIT FEES	-	-	-	-	-	-	-	-	-	21,339	21,339
	50,808	50,000	600,000	100,000	749	8,591	-	-	55,796	130,573	996,517
DEPRECIATION AND AMORT	13,225	4,933	33,515	7,624	1,181	179,849	27,007	2,212	53,709	34,623	357,878
TOTAL COSTS	1,170,281	2,182,433	4,077,199	728,394	543,571	1,428,952	930,839	89,672	744,254	3,020,130	14,915,725
INCOME (LOSS) FROM OPERATIONS	\$ 193,709	\$ 376,174	\$ (22,706)	\$ (65,712)	\$ (65,749)	\$ (155,872)	\$ (206,892)	\$ 49,490	\$ (331,327)	\$ (495,095)	\$ (723,979)

**TRI-CITY MENTAL HEALTH AUTHORITY
PREVENTION AND EARLY INTERVENTION (PEI) PROGRAM**

PROPOSED

OPERATING BUDGET

FISCAL YEAR 2021-22

DRAFT

PREVENTION AND EARLY INTERVENTION PLAN

OPERATING BUDGET

GENERAL & HISTORICAL INFORMATION

Over the past approximate thirteen years (including Fiscal 2020-21), Tri-City has received approximately \$23.5 million in PEI plan funds of which approximately \$22.8 million have been approved to use through 2020-21. These funds have been used to fund prudent reserves of approximately \$638 thousand and prior years' program costs, and it is estimated that it will be used to cover approximately \$2.0 million of the projected fiscal year 2021-22 operating and capital costs for the PEI programs. In addition, it is expected that additional funds of approximately \$2.5 million relating to the State's 2021-22 allocation will be received throughout the new fiscal year. A portion of the funds will be used for the approved 2021-22 expenditures and the remaining funds, will be available for use when the subsequent MHSA Fiscal 2022-23 Annual Update or interim update is submitted and approved by the Governing Board. In accordance with Government Accounting Standards, the unapproved funds will not be reflected as MHSA revenue but will be deferred and only recognized as revenue when new plans have been approved and the funds are available for expenditure. The revenue that is deferred will be identified under the caption of Deferred Inflows of Resources as MHSA Revenues Restricted for Future Period, on the Statement of Net Position in Tri-City's Financial Statements.

The current PEI Plan includes eight programs:

- Community Capacity Building (Community Wellbeing, Stigma Reduction and Suicide Prevention and Community Mental Health Training)
- Older Adult Wellbeing (Peer Mentor)
- Transition Age Youth (TAY) Wellbeing (Peer Mentor)
- Family Wellbeing
- NAMI Community Capacity Building Program (Ending the Silence)
- Housing Stability Program
- Therapeutic Community Gardening
- Early Psychosis

REVENUE

1. **MHSA Funding.** MHSA funding represents the amount of funds approved through the MHSA 2021-22 Annual Update and available to be expended for PEI programs. As noted above, only the revenue that is approved for expenditures is recognized as revenue. In accordance with Government Accounting Standards, the unapproved funds will not be reflected as MHSA revenue but will be deferred and only recognized as revenue when new plans have been approved and the funds are available for expenditure.
2. **Interest Income.** Interest income is projected based on expected average cash balances.

OPERATING EXPENSES

1. **Salary Costs.** Salary and benefits of \$1.7 million include \$1.2 million of direct provider/clinical staff salaries and \$469 thousand of administrative salaries. The costs were based on the historical staffing requirements of each program as determined by the MHSA Director. In addition, salaries and benefits for Tri-City's Executive and Senior Management team and administrative staff who serve the entire Agency, have been allocated to PEI programs, based on a methodology that reflects the staffing proportions of the Agency. The projected staffing is as follows:

- a. Community Capacity Building – 3.3 FTEs
- b. Older Adult and TAY-Adult Wellbeing programs – 2.6 FTE (1.3 FTE each)
- c. Family Wellbeing – 1.0 FTE
- d. NAMI -- 0 FTE
- e. Housing Stability – 1.8 FTE
- f. Therapeutic Community Gardening – 2.9 FTE
- g. Early Psychosis – 1.2 FTE which includes one full-time Psychologist
- h. Administration-PEI – 2.6 FTE

All other salary costs, including insurance, retirement, and payroll taxes are based on the historical cost as a relationship to base salary and wages.

2. **Facility Costs.** Facility costs represent the costs of maintaining space to house staffing and include rent, intercompany facility charges, utilities, and maintenance costs. These costs were projected based on historical costs per square foot and expected space required for each program.

3. **Equipment Costs.** This amount reflects the anticipated equipment costs including computers, cellular phones and other equipment and related fees and rental expenses required for each program.

4. **Other Service and Supply Costs.** Other service and supply costs are projected based on Tri-City's historical percentage relationship of costs incurred and allocated as a percentage to salary costs. In addition, amounts have been projected for seminars and training costs. The major costs included in this category are as follows:

- a. Conference, Seminar & Related Costs. These costs represent anticipated conferences/training of personnel in the Community Capacity Building project, as well as personnel in the Wellbeing programs. In addition, MHSA administrative staff will also be attending MHSA conferences and seminars. As might be anticipated, most trainings will be conducted online and few will be in-person during fiscal year 2021-22.

Prevention and Early Intervention Plan
Operating Budget For The Fiscal Year 2021-22
Assumptions

- b. Transportation and Mileage Costs. These costs include the anticipated costs to be incurred by the PEI program staff and PEI administrative personnel, since these positions require going out to the community to provide the required services.
 - c. Professional Liability Costs. These costs represent the anticipated cost of professional liability insurance for staff and are based on Tri-City's historical cost and allocated as it relates to salary costs.
 - d. Security Expense. These costs represent the cost of contracting on-site security guards during business hours at various Tri-City locations including the Clinics. The costs are then proportionately allocated to each of the programs by location and staff.
 - e. Dues and Subscriptions. These costs include dues for industry associations, dues and renewals for professional licenses and dues for computer program support.
 - f. Office Supplies, Other Supplies and Telephone Costs. These costs are projected based on Tri-City's historical percentage relationship of costs and allocated as a percent of salary cost.
 - g. Computer Systems Connections. The computer systems/IT related expenses represent the estimated cost specifically associated with the projected computer systems that will be required to operate programs.
 - h. Miscellaneous Costs. This amount is projected for use on operating categories that may be in excess of the original budgeted amount and estimated based on past experience.
5. **Specific Costs.** This includes amounts identified as specific program expenses and administrative costs.
- a. Community Grants. This is the expected award of community grants in fiscal 2021-22 as established through the Community Capacity Building programs.
 - b. Professional Services. These costs include contract fees and stipends for the NAMI program for the Ending the Silence Program (formerly Parents and Teachers as Allies program), and other general professional fees that may be required during the year such as potential project management or consulting fees for miscellaneous projects. These costs generally vary from year to year and amounts budgeted are in line with prior years' budgeted amounts and allows for unexpected services to be required.
 - c. Directors & Officers Insurance and Audit Fees. These are the costs allocated to the PEI program as a percentage of salary costs.

**TRI-CITY MENTAL HEALTH AUTHORITY
MHSA-PEI OPERATING BUDGET
FISCAL YEAR 2021-22**

	FY 21-22 QUARTERS				Budget FY 21-22	% to Rev
	1ST QRT	2ND QRT	3RD QRT	4TH QRT		
REVENUE						
MEDI-CAL ADULT FFP	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
MEDI-CAL CHILDREN FFP	-	-	-	-	-	0.0%
MEDI-CAL CHILDREN EPSDT--STATE	-	-	-	-	-	0.0%
REALIGNMENT	-	-	-	-	-	0.0%
MEDICARE	-	-	-	-	-	0.0%
PATIENT FEES/INSURANCE	-	-	-	-	-	0.0%
MHSA FUNDING	588,936	588,936	588,936	588,936	2,355,742	99.4%
GRANTS	-	-	-	-	-	0.0%
INTEREST INCOME	3,319	3,319	3,319	3,319	13,274	0.6%
RENTAL AND OTHER INCOME	-	-	-	-	-	0.0%
ESTIMATED M/C DENIALS/DISALLOWANCE	-	-	-	-	-	0.0%
TOTAL REVENUES	592,254	592,254	592,254	592,254	2,369,016	100.0%
EXPENSES						
SALARY COSTS						
SALARY AND WAGES	316,100	316,100	316,100	316,100	1,264,398	53.4%
INSURANCE-Health/workers comp/life	52,575	52,575	52,575	52,575	210,299	8.9%
RETIREMENT COSTS	38,185	38,185	38,185	38,185	152,740	6.4%
PAYROLL TAXES	7,745	7,745	7,745	7,745	30,978	1.3%
MISC COSTS	8,002	8,002	8,002	8,002	32,008	1.4%
	422,606	422,606	422,606	422,606	1,690,423	71.4%
FACILITY COSTS						
STORAGE LEASES	227	227	227	227	907	0.0%
MORTGAGE INTEREST (2008 Garey)	-	-	-	-	-	0.0%
FACILITY RENT	4,708	4,708	4,708	4,708	18,830	0.8%
INTERCOMPANY FACILITY CHARGES	854	854	854	854	3,415	0.1%
UTILITIES	2,288	2,288	2,288	2,288	9,150	0.4%
BUILDING REPAIRS AND MAINTENANCE	1,585	1,585	1,585	1,585	6,339	0.3%
JANITORIAL SERVICES & SUPPLIES	1,995	1,995	1,995	1,995	7,981	0.3%
WASTE DISPOSAL	555	555	555	555	2,221	0.1%
	12,211	12,211	12,211	12,211	48,843	2.1%
EQUIPMENT COSTS						
EQUIPMENT RENTAL/LEASE	2,104	2,104	2,104	2,104	8,417	0.4%
EQUIP MAINT/REPAIRS	321	321	321	321	1,285	0.1%
EQUIP/FURNITURE PURCHASES EXPENSED	244	244	244	244	975	0.0%
AUTO EXPENSES	496	496	496	496	1,983	0.1%
AUTO INSURANCE	583	583	583	583	2,332	0.1%
CELLULAR/PAGER LEASES	4,341	4,341	4,341	4,341	17,362	0.7%
	8,089	8,089	8,089	8,089	32,354	1.4%

**TRI-CITY MENTAL HEALTH AUTHORITY
MHSA-PEI OPERATING BUDGET
FISCAL YEAR 2021-22**

	FY 21-22 QUARTERS				Budget FY 21-22	% to Rev
	1ST QRT	2ND QRT	3RD QRT	4TH QRT		
OTHER SERVICES AND SUPPLIES						
CONFERENCES, SEMINARS & RELATED COSTS	2,520	2,520	2,520	2,520	10,078	0.4%
MILEAGE REIMBURSEMENT	121	121	121	121	484	0.0%
PERSONNEL ADS	437	437	437	437	1,748	0.1%
PROFESSIONAL LIABILITY INSURANCE	3,088	3,088	3,088	3,088	12,351	0.5%
SECURITY EXPENSE	18,101	18,101	18,101	18,101	72,402	3.1%
DUES & SUBSCRIPTIONS	1,082	1,082	1,082	1,082	4,328	0.2%
OTHER SUPPLIES	1,140	1,140	1,140	1,140	4,559	0.2%
PRINTING	38	38	38	38	152	0.0%
CLIENT EXPENSES	31	31	31	31	125	0.0%
LAB COST	-	-	-	-	-	0.0%
AMBULANCE COSTS	-	-	-	-	-	0.0%
OFFICE SUPPLIES	503	503	503	503	2,012	0.1%
POSTAGE	41	41	41	41	163	0.0%
RECORD DESTRUCTION	-	-	-	-	-	0.0%
TELEPHONE EXPENSES	3,550	3,550	3,550	3,550	14,198	0.6%
COMPUTER SYSTEMS CONNECTIONS	2,380	2,380	2,380	2,380	9,520	0.4%
DATA PROCESSING/LICENSES	-	-	-	-	-	0.0%
IT RELATED EXPENSES-Consulting/Training	-	-	-	-	-	0.0%
MISCELLANEOUS (OPERATING RESERVE)	2,888	2,888	2,888	2,888	11,553	0.5%
	35,918	35,918	35,918	35,918	143,673	6.1%
SPECIFIC COSTS						
PROGRAMS:						
CLIENT SUPPORT COSTS	-	-	-	-	-	0.0%
UNIQUE MHSA PROGRAM RELATED COSTS	-	-	-	-	-	0.0%
COMMUNITY GRANTS	21,250	21,250	21,250	21,250	85,000	3.6%
WET-LEARNING & OUTREACH	-	-	-	-	-	0.0%
PROFESSIONAL SERVICES	10,830	10,830	10,830	10,830	43,320	1.8%
ADMINISTRATIVE:						
DIRECTORS & OFFICERS INSURANCE	696	696	696	696	2,782	0.1%
PROFESSIONAL SERVICES	1,988	1,988	1,988	1,988	7,953	0.3%
ATTORNEY FEES	365	365	365	365	1,458	0.1%
BANK FEES	35	35	35	35	140	0.0%
AUDIT FEES	425	425	425	425	1,701	0.1%
	35,589	35,589	35,589	35,589	142,354	6.0%
DEPRECIATION AND AMORT	2,248	2,248	2,248	2,248	8,993	0.4%
TOTAL COSTS	516,660	516,660	516,660	516,660	2,066,640	87.2%
INCOME (LOSS) FROM OPERATIONS	\$ 75,594	\$ 75,594	\$ 75,594	\$ 75,594	\$ 302,376	12.8%

TRI-CITY MENTAL HEALTH AUTHORITY
MHS-A-PREVENTION AND EARLY INTERVENTION (PEI) OPERATING BUDGET BY PROGRAM
FISCAL YEAR 2021-22

	COMMUNITY CAPACITY BUILDING	OLDER ADULT WELLBEING	TAY-ADULT WELLBEING	FAMILY WELLBEING	NAMI	HOUSING STABILITY	THERAPEUTIC COMMUNITY GARDENING	EARLY PSYCHOSIS	ADMIN PEI	TOTAL
REVENUE										
MEDI-CAL ADULT FFP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MEDI-CAL CHILDREN FFP	-	-	-	-	-	-	-	-	-	-
MEDI-CAL CHILDREN EPSDT--STATE REALIGNMENT	-	-	-	-	-	-	-	-	-	-
MEDICARE	-	-	-	-	-	-	-	-	-	-
PATIENT FEES/INSURANCE	-	-	-	-	-	-	-	-	-	-
MHSA FUNDING	520,882	158,626	149,282	95,261	35,500	206,875	333,150	207,399	648,767	2,355,742
CITY SHARE - LA VERNE	-	-	-	-	-	-	-	-	-	-
CITY SHARE - CLAREMONT	-	-	-	-	-	-	-	-	-	-
CITY SHARE - POMONA	-	-	-	-	-	-	-	-	-	-
GRANTS	-	-	-	-	-	-	-	-	-	-
INTEREST INCOME	-	-	-	-	-	-	-	-	13,274	13,274
RENTAL AND OTHER INCOME	-	-	-	-	-	-	-	-	-	-
ESTIMATED M/C DENIALS/DISALLOWANCE	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUES	520,882	158,626	149,282	95,261	35,500	206,875	333,150	207,399	662,041	2,369,016
EXPENSES										
SALARY COSTS <i>FTE's</i>	3.3	1.3	1.3	1.0	-	1.8	2.9	1.2	2.6	15.6
SALARY AND WAGES	233,586	104,412	104,412	67,171	-	118,947	176,959	107,792	351,119	1,264,398
INSURANCE-Health/workers comp/life	39,057	17,216	17,216	11,586	-	19,901	29,195	18,063	58,065	210,299
RETIREMENT COSTS	28,218	12,613	12,613	8,114	-	14,369	21,377	13,021	42,415	152,740
PAYROLL TAXES	5,723	2,558	2,558	1,646	-	2,914	4,336	2,641	8,602	30,978
MISC COSTS	6,604	2,556	2,475	1,591	-	2,900	4,357	3,183	8,342	32,008
	313,188	139,355	139,274	90,108	-	159,031	236,224	144,700	468,543	1,690,423
FACILITY COSTS										
STORAGE LEASES	-	-	-	-	-	-	-	-	907	907
MORTGAGE INTEREST (2008 Garey)	-	-	-	-	-	-	-	-	-	-
FACILITY RENT	-	-	-	-	-	-	-	6,045	12,785	18,830
INTERCOMPANY FACILITY CHARGES	-	-	-	-	-	-	3,204	-	211	3,415
UTILITIES	2,714	1,058	-	-	-	1,269	3,655	-	454	9,150
BUILDING REPAIRS AND MAINTENANCE	1,663	649	-	-	-	775	2,161	599	492	6,339
JANITORIAL SERVICES & SUPPLIES	2,451	954	-	-	-	1,144	1,334	553	1,545	7,981
WASTE DISPOSAL	272	106	-	-	-	127	1,672	-	44	2,221
	7,100	2,767	-	-	-	3,315	12,026	7,197	16,438	48,843
EQUIPMENT COSTS										
EQUIPMENT RENTAL/LEASE	2,572	980	-	-	-	1,195	1,521	710	1,439	8,417
EQUIP MAINT/REPAIRS	526	-	-	-	-	177	280	-	302	1,285
EQUIP/FURNITURE PURCHASES EXPENSED	41	16	-	-	-	182	-	-	736	975
AUTO EXPENSES	-	-	-	-	-	1,792	-	-	191	1,983
AUTO INSURANCE	-	-	-	-	-	1,878	-	-	454	2,332
CELLULAR/PAGER LEASES	2,887	1,858	4,124	581	-	689	4,420	581	2,222	17,362
	6,026	2,854	4,124	581	-	5,913	6,221	1,291	5,344	32,354

**TRI-CITY MENTAL HEALTH AUTHORITY
MHS-A-PREVENTION AND EARLY INTERVENTION (PEI) OPERATING BUDGET BY PROGRAM
FISCAL YEAR 2021-22**

	COMMUNITY CAPACITY BUILDING	OLDER ADULT WELLBEING	TAY-ADULT WELLBEING	FAMILY WELLBEING	NAMI	HOUSING STABILITY	THERAPEUTIC COMMUNITY GARDENING	EARLY PSYCHOSIS	ADMIN PEI	TOTAL
OTHER SERVICES AND SUPPLIES										
CONFERENCES, SEMINARS & RELATED COSTS	8,105	-	-	-	-	-	816	382	775	10,078
MILEAGE REIMBURSEMENT	-	-	11	-	-	272	188	-	13	484
PERSONNEL ADS	-	82	151	-	-	18	1,273	-	224	1,748
PROFESSIONAL LIABILITY INSURANCE	5,200	325	-	-	-	1,854	2,634	71	2,267	12,351
SECURITY EXPENSE	7,176	2,796	-	-	-	3,355	56,023	869	2,183	72,402
DUES & SUBSCRIPTIONS	-	-	-	-	-	-	244	-	4,084	4,328
OTHER SUPPLIES	258	102	94	-	-	122	3,269	102	612	4,559
PRINTING	15	5	-	-	-	7	-	21	104	152
CLIENT EXPENSES	92	33	-	-	-	-	-	-	-	125
LAB COST	-	-	-	-	-	-	-	-	-	-
AMBULANCE COSTS	-	-	-	-	-	-	-	-	-	-
OFFICE SUPPLIES	916	132	15	-	-	236	87	66	560	2,012
POSTAGE	-	-	-	-	-	-	-	12	151	163
RECORD DESTRUCTION	-	-	-	-	-	-	-	-	-	-
TELEPHONE EXPENSES	4,202	865	-	-	-	1,705	2,777	567	4,082	14,198
COMPUTER SYSTEMS CONNECTIONS	267	70	70	-	-	132	-	4	8,977	9,520
DATA PROCESSING/LICENSES	-	-	-	-	-	-	-	-	-	-
IT RELATED EXPENSES-Consulting/Training	-	-	-	-	-	-	-	-	-	-
MISCELLANEOUS (OPERATING RESERVE)	9,769	116	116	-	-	-	-	-	1,552	11,553
	36,000	4,526	457	-	-	7,701	67,311	2,094	25,584	143,673
SPECIFIC COSTS										
PROGRAMS:										
CLIENT SUPPORT COSTS	-	-	-	-	-	-	-	-	-	-
UNIQUE MHS-A PROGRAM RELATED COSTS	-	-	-	-	-	-	-	-	-	-
COMMUNITY GRANTS	85,000	-	-	-	-	-	-	-	-	85,000
GRANTS	-	-	-	-	-	-	-	-	-	-
WET--LEARNING & OUTREACH	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	7,065	186	-	-	35,500	226	343	-	-	43,320
ADMINISTRATIVE:										
DIRECTORS & OFFICERS INSURANCE	-	-	-	-	-	-	-	-	2,782	2,782
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	7,953	7,953
ATTORNEY FEES	-	-	-	-	-	-	-	-	1,458	1,458
BANK FEES	-	-	-	-	-	-	-	-	140	140
AUDIT FEES	-	-	-	-	-	-	-	-	1,701	1,701
	92,065	186	-	-	35,500	226	343	-	14,034	142,354
DEPRECIATION AND AMORT	2,502	1,189	387	-	-	-	787	-	4,128	8,993
TOTAL COSTS	456,881	150,877	144,242	90,689	35,500	176,186	322,912	155,282	534,071	2,066,640
INCOME (LOSS) FROM OPERATIONS	\$ 64,001	\$ 7,749	\$ 5,040	\$ 4,572	\$ -	\$ 30,689	\$ 10,238	\$ 52,117	\$ 127,970	\$ 302,376

**TRI-CITY MENTAL HEALTH AUTHORITY
INNOVATION (INN) PROGRAM**

PROPOSED

OPERATING BUDGET

FISCAL YEAR 2021-22

DRAFT

INNOVATION PLAN

OPERATING BUDGET

GENERAL & HISTORICAL INFORMATION

As noted prior years, there are several INN programs that have been approved, implemented and subsequently completed. INN projects are funded through the 5% of MHSA funds received and that are required to be allocated to INN annually. It is estimated that an additional \$629 thousand will be received/allocated to INN in fiscal 2021-22. As prescribed by code, prior to commencing expenditures on a specific project, the project must be approved not only by the Stakeholders and the Governing Board, but also by the State's Mental Health Services Oversight and Accountability Commission (OAC).

This current Innovation budget includes two projects.

- Help at Hand (formerly Technology Suite)
- Restorative Practices for Improving Mental Health (RPIMH)

The Help at Hand project was approved by the Governing Board in June 2018 and approved by the State's Mental Health Services Oversight and Accountability Commission (OAC) in September of 2018. The name of this project is the INN Help at Hand and originally named Technology Suite project.

The INN Help at Hand (Technology Suite) project was originally approved by the OAC as a three-year project (and then later extended to a 5-year project by the OAC) and the intention of the project is to engage in a joint, multi-county Innovation project which explores the impact and effectiveness of a technology-based mental health approach to providing services. The primary purpose of this project is to increase access to mental health care by providing a non-traditional system for individuals who may be reluctant to access services through a more formal clinical setting. Through the use of computers, tablets and smartphones, community members will be able to access a suite of technology-based mental health services focused on prevention, early intervention, and family and social support with the intent to: decrease emergency care services; reduce psychiatric hospitalizations; and reduce the duration of untreated mental illness. More details are included in the Innovation Project Plan document posted on Tri-City's website.

The Restorative Practices for Improving Mental Health (RPIMH) is a newly proposed project which was approved by the Governing Board in May 2021 and is currently being submitted for approval by the OAC. This project is proposing to combine three practices: Sky Breathing, Trauma Informed Yoga, and Restorative Circles into a single course of treatment or healing aimed at addressing the deficits in mental and emotional support currently available in our three cities. This project will serve and engage two populations 1) Tri-City clinical and non-clinical staff who are experiencing the effects of COVID-19 potentially leading to stress and burnout; and 2) Transition Age Youth ages 16-25, who reside within the Tri-City catchment area. The total cost for this three-year project is estimated at \$950 thousand and is expected to commence in July 2021, pending OAC approval as mentioned above. As such, approximately \$352 thousand for year one of the project is preliminarily included in fiscal year 2021-22 budget to cover staff time, some operating costs, consultant costs and other expenditures associated with the program.

REVENUE

1. **MHSA Funding.** MHSA funding represents the amount of funds projected to be expended in fiscal 2021-22, and are amounts that are within the overall Innovation Plans that have been approved by the Governing Board. As noted above the Tech Suite project has been approved by the OAC, however the RPIMH program has not.
2. **Interest Income.** Interest income is projected based on expected average cash balances.

OPERATING EXPENSES

1. **Salary Costs.** Salary and benefits of \$233 thousand include \$175 thousand of direct staff salaries and \$58 thousand of administrative salaries. The costs were based on expected staffing requirements of each program, which includes projected staff time to be spent in conjunction with the development of INN programs. In addition, salaries and benefits for Tri-City's Executive and Senior Management team and administrative staff who serve the entire Agency, have been allocated to INN programs, based on a methodology that reflects the staffing proportions of the Agency. The projected staffing in FTEs are projected as follows:

- a. INN Technology Suite – 1.5 FTEs
- b. Administration-INN – .3 FTEs

All other salary costs, including insurance, retirement, and payroll taxes are based on the historical cost as a relationship to base salary and wages.

2. **Facility Costs.** Facility costs represent the costs of maintaining space to house the projected staffing and include intercompany facility charges for use of facilities, and maintenance costs. These costs were projected based on market rate per square foot and expected space required for each program by FTE.
3. **Equipment Costs.** This amount reflects the anticipated equipment costs of cellular phones and related fees required for each program.
4. **Other Service and Supply Costs.** Other service and supply costs are projected based on Tri-City's historical percentage relationship of costs incurred as a percentage to salary costs. In addition, certain projected costs include costs for seminars and training related costs for employees working on INN programs. The major costs included in this category are as follows:
 - a. Conference, Seminar and Related Costs. These costs represent anticipated conferences/training of existing and new personnel.
 - b. Security Expense. These costs represent the cost of contracting on-site security guards during business hours at various Tri-City locations including the Clinics. The costs are then proportionately allocated to each of the programs by location and staff.
 - c. Dues and Subscriptions. These costs include dues for industry associations, dues and renewals for professional licenses and dues for computer program support.

- d. Office Supplies, Other Supplies and Telephone Costs. These costs are projected based on Tri-City's historical percentage relationship of costs as a percent of salary cost.
 - e. Computer Systems Connections. The computer systems/IT related expenses represent the estimated cost specifically associated with the projected computer systems that will be required for the current project.
 - f. Miscellaneous Costs. This amount is primarily used for any operating category that may be in excess of the original budgeted amount. This amount was also estimated as administrative costs that will be associated with implementing the INN Technology Suite Project.
5. **Specific Costs.** This includes amounts identified as specific program expenses and administrative costs.
- a. Professional Services. This amount for professional services is specifically related to the INN Technology Suite Project and are estimated for its implementation, and will be paid to a third party via a Participation Agreement with the California Mental Health Services Authority which was authorized at the Governing Board Meeting on November 14, 2018. The \$74 thousand in costs identified within the INN Technology Suite are estimated for peer salaries and stipends for listeners and liaisons related directly with the implementation of the Help at Hand/Technology Suite Project.

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**TRI-CITY MENTAL HEALTH AUTHORITY
MHS-A-INN OPERATING BUDGET
FISCAL YEAR 2021-22**

	FY 21-22 QUARTERS				Budget FY 21-22	% to Rev
	1ST QRT	2ND QRT	3RD QRT	4TH QRT		
REVENUE						
MEDI-CAL ADULT FFP	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
MEDI-CAL CHILDREN FFP	-	-	-	-	-	0.0%
MEDI-CAL CHILDREN EPSDT--STATE	-	-	-	-	-	0.0%
REALIGNMENT	-	-	-	-	-	0.0%
MEDICARE	-	-	-	-	-	0.0%
PATIENT FEES/INSURANCE	-	-	-	-	-	0.0%
MHSA FUNDING	164,067	164,067	164,067	164,067	656,266	99.1%
GRANTS	-	-	-	-	-	0.0%
INTEREST INCOME	1,549	1,549	1,549	1,549	6,196	0.9%
RENTAL AND OTHER INCOME	-	-	-	-	-	0.0%
ESTIMATED M/C DENIALS/DISALLOWANCE	-	-	-	-	-	0.0%
TOTAL REVENUES	165,616	165,616	165,616	165,616	662,462	100.0%
EXPENSES						
SALARY COSTS						
SALARY AND WAGES	43,644	43,644	43,644	43,644	174,577	26.4%
INSURANCE-Health/workers comp/life	7,268	7,268	7,268	7,268	29,073	4.4%
RETIREMENT COSTS	5,272	5,272	5,272	5,272	21,088	3.2%
PAYROLL TAXES	1,069	1,069	1,069	1,069	4,277	0.6%
MISC COSTS	1,035	1,035	1,035	1,035	4,141	0.6%
	58,289	58,289	58,289	58,289	233,156	35.2%
FACILITY COSTS						
STORAGE LEASES	37	37	37	37	147	0.0%
MORTGAGE INTEREST (2008 Garey)	-	-	-	-	-	0.0%
FACILITY RENT	517	517	517	517	2,068	0.3%
INTERCOMPANY FACILITY CHARGES	11	11	11	11	42	0.0%
UTILITIES	280	280	280	280	1,121	0.2%
BUILDING REPAIRS AND MAINTENANCE	182	182	182	182	727	0.1%
JANITORIAL SERVICES & SUPPLIES	300	300	300	300	1,200	0.2%
WASTE DISPOSAL	28	28	28	28	113	0.0%
	1,355	1,355	1,355	1,355	5,418	0.8%
EQUIPMENT COSTS						
EQUIPMENT RENTAL/LEASE	303	303	303	303	1,213	0.2%
EQUIP MAINT/REPAIRS	53	53	53	53	211	0.0%
EQUIP/FURNITURE PURCHASES EXPENSED	28	28	28	28	112	0.0%
INTERCOMPANY EQUIP/SOFTWARE CHARGES (INCOME)	-	-	-	-	-	0.0%
AUTO EXPENSES	6	6	6	6	25	0.0%
AUTO INSURANCE	19	19	19	19	74	0.0%
CELLULAR/PAGER LEASES	270	270	270	270	1,078	0.2%
	678	678	678	678	2,713	0.4%

**TRI-CITY MENTAL HEALTH AUTHORITY
MHS-A-INN OPERATING BUDGET
FISCAL YEAR 2021-22**

	FY 21-22 QUARTERS				Budget FY 21-22	% to Rev
	1ST QRT	2ND QRT	3RD QRT	4TH QRT		
OTHER SERVICES AND SUPPLIES						
CONFERENCES, SEMINARS & RELATED COSTS	28	28	28	28	110	0.0%
MILEAGE REIMBURSEMENT	1	1	1	1	3	0.0%
PERSONNEL ADS	259	259	259	259	1,036	0.2%
PROFESSIONAL LIABILITY INSURANCE	477	477	477	477	1,906	0.3%
SECURITY EXPENSE	790	790	790	790	3,158	0.5%
DUES & SUBSCRIPTIONS	106	106	106	106	424	0.1%
OTHER SUPPLIES	44	44	44	44	176	0.0%
PRINTING	3	3	3	3	12	0.0%
CLIENT EXPENSES	-	-	-	-	-	0.0%
LAB COST	-	-	-	-	-	0.0%
AMBULANCE COSTS	-	-	-	-	-	0.0%
OFFICE SUPPLIES	53	53	53	53	212	0.0%
POSTAGE	2	2	2	2	8	0.0%
RECORD DESTRUCTION	-	-	-	-	-	0.0%
TELEPHONE EXPENSES	515	515	515	515	2,061	0.3%
COMPUTER SYSTEMS CONNECTIONS	578	578	578	578	2,311	0.3%
DATA PROCESSING/LICENSES	-	-	-	-	-	0.0%
IT RELATED EXPENSES-Consulting/Training	-	-	-	-	-	0.0%
MISCELLANEOUS (OPERATING RESERVE)	59	59	59	59	237	0.0%
	2,914	2,914	2,914	2,914	11,654	1.8%
SPECIFIC COSTS						
PROGRAMS:						
CLIENT SUPPORT COSTS	-	-	-	-	-	0.0%
UNIQUE MHS-A PROGRAM RELATED COSTS	88,000	88,000	88,000	88,000	352,000	53.1%
COMMUNITY GRANTS	-	-	-	-	-	0.0%
WET--LEARNING & OUTREACH	-	-	-	-	-	0.0%
PROFESSIONAL SERVICES	18,517	18,517	18,517	18,517	74,066	11.2%
ADMINISTRATIVE:						
DIRECTORS & OFFICERS INSURANCE	-	-	-	-	-	0.0%
PROFESSIONAL SERVICES	437	437	437	437	1,747	0.3%
ATTORNEY FEES	58	58	58	58	230	0.0%
BANK FEES	5	5	5	5	21	0.0%
AUDIT FEES	-	-	-	-	-	0.0%
	107,016	107,016	107,016	107,016	428,064	64.6%
DEPRECIATION AND AMORT	320	320	320	320	1,281	0.2%
TOTAL COSTS	170,572	170,572	170,572	170,572	682,286	103.0%
INCOME (LOSS) FROM OPERATIONS	\$(4,956)	\$(4,956)	\$(4,956)	\$(4,956)	\$(19,824)	-3.0%

**TRI-CITY MENTAL HEALTH AUTHORITY
MHA-INNOVATIONS (INN) OPERATING BUDGET BY PROGRAM
FISCAL YEAR 2021-22**

	RPIMH	Technology Suite	INN ADMIN	TOTAL
REVENUE				
MEDI-CAL ADULT FFP	\$ -	\$ -	\$ -	\$ -
MEDI-CAL CHILDREN FFP	-	-	-	-
MEDI-CAL CHILDREN EPSDT--STATE	-	-	-	-
REALIGNMENT	-	-	-	-
MEDICARE	-	-	-	-
PATIENT FEES/INSURANCE	-	-	-	-
MHA FUNDING	352,000	304,266	-	656,266
GRANTS	-	-	-	-
INTEREST INCOME	-	-	6,196	6,196
RENTAL AND OTHER INCOME	-	-	-	-
ESTIMATED M/C DENIALS/DISALLOWANCE	-	-	-	-
TOTAL REVENUES	352,000	304,266	6,196	662,462
EXPENSES				
SALARY COSTS <i>FTE's</i>	-	1.5	0.3	1.8
SALARY AND WAGES	-	131,187	43,390	174,577
INSURANCE-Health/workers comp/life	-	21,856	7,217	29,073
RETIREMENT COSTS	-	15,847	5,241	21,088
PAYROLL TAXES	-	3,214	1,063	4,277
MISC COSTS	-	3,109	1,032	4,141
	-	175,213	57,943	233,156
FACILITY COSTS				
STORAGE LEASES	-	-	147	147
MORTGAGE INTEREST (2008 Garey)	-	-	-	-
FACILITY RENT	-	-	2,068	2,068
INTERCOMPANY FACILITY CHARGES	-	-	42	42
UTILITIES	-	1,058	63	1,121
BUILDING REPAIRS AND MAINTENANCE	-	648	79	727
JANITORIAL SERVICES & SUPPLIES	-	954	246	1,200
WASTE DISPOSAL	-	106	7	113
	-	2,766	2,652	5,418
EQUIPMENT COSTS				
EQUIPMENT RENTAL/LEASE	-	996	217	1,213
EQUIP MAINT/REPAIRS	-	148	63	211
EQUIP/FURNITURE PURCHASES EXPENSED	-	16	96	112
AUTO EXPENSES	-	-	25	25
AUTO INSURANCE	-	-	74	74
CELLULAR/PAGER LEASES	-	671	407	1,078
	-	1,831	882	2,713

**TRI-CITY MENTAL HEALTH AUTHORITY
MHS-A-INNOVATIONS (INN) OPERATING BUDGET BY PROGRAM
FISCAL YEAR 2021-22**

	RPIMH	Technology Suite	INN ADMIN	TOTAL
OTHER SERVICES AND SUPPLIES				
CONFERENCES, SEMINARS & RELATED COSTS	-	-	110	110
MILEAGE REIMBURSEMENT	-	-	3	3
PERSONNEL ADS	-	701	335	1,036
PROFESSIONAL LIABILITY INSURANCE	-	1,540	366	1,906
SECURITY EXPENSE	-	2,796	362	3,158
DUES & SUBSCRIPTIONS	-	-	424	424
OTHER SUPPLIES	-	102	74	176
PRINTING	-	5	7	12
CLIENT EXPENSES	-	-	-	-
LAB COST	-	-	-	-
AMBULANCE COSTS	-	-	-	-
OFFICE SUPPLIES	-	116	96	212
POSTAGE	-	-	8	8
RECORD DESTRUCTION	-	-	-	-
TELEPHONE EXPENSES	-	1,420	641	2,061
COMPUTER SYSTEMS CONNECTIONS	-	140	2,171	2,311
DATA PROCESSING/LICENSES	-	-	-	-
IT RELATED EXPENSES-Consulting/Training	-	-	-	-
MISCELLANEOUS (OPERATING RESERVE)	-	-	237	237
	-	6,820	4,834	11,654
SPECIFIC COSTS				
PROGRAMS:				
CLIENT SUPPORT COSTS	-	-	-	-
UNIQUE MHS-A PROGRAM RELATED COSTS	352,000	-	-	352,000
COMMUNITY GRANTS	-	-	-	-
WET-LEARNING & OUTREACH	-	-	-	-
PROFESSIONAL SERVICES	-	74,066	-	74,066
ADMINISTRATIVE:				
DIRECTORS & OFFICERS INSURANCE	-	-	-	-
PROFESSIONAL SERVICES	-	-	1,747	1,747
ATTORNEY FEES	-	-	230	230
BANK FEES	-	-	21	21
AUDIT FEES	-	-	-	-
	352,000	74,066	1,998	428,064
DEPRECIATION AND AMORT	-	597	684	1,281
TOTAL COSTS	352,000	261,293	68,993	682,286
INCOME (LOSS) FROM OPERATIONS	\$ -	\$ 42,973	\$ (62,797)	\$ (19,824)

**TRI-CITY MENTAL HEALTH AUTHORITY
WORKFORCE, EDUCATION AND TRAINING (WET) PROGRAM**

PROPOSED

OPERATING BUDGET

FISCAL YEAR 2021-22

DRAFT

WET PLAN

OPERATING BUDGET

GENERAL & HISTORICAL INFORMATION

As noted previously, the WET Plan includes two programs that were originally approved in fiscal 2012-13 and began implementation in the third quarter of fiscal 2012-13 (refer to the MHSA Program Operations document for program descriptions):

- Learning and Improvement
- Volunteers and Future Employees

The funding for these programs include initial funds that had been previously transferred to the WET Plan from the CSS Plan. At the end of fiscal 2010-11, Tri-City received approximately \$1.1 million of one-time WET MHSA allocations. The original approved WET plan included two programs and through MHSA Annual Updates and annual Stakeholder involvement, the original \$1.1 million were approved and expended over several years by the end of fiscal 2015-16. Once these funds had been exhausted, a new transfer would have been required to continue the existing programs. As such, through MHSA Annual Updates and the Stakeholder process, the amount of \$450 thousand was transferred from the CSS Plan to the WET Plan during the Fiscal Year 2016-17 MHSA Annual Update process, and \$400 thousand during the Fiscal Year 2018-19 Annual Update process. These transfers were recommended and approved to continue the above noted programs and to provide continuing training and hire additional staff to support workforce development. This would also include specialized training needed due to continuing changes in county mental health/specialty mental health and as a result of the Affordable Care Act and Medicaid reform.

Toward the end of fiscal year 2018-19, an additional transfer of \$600,000 from the CSS Plan to the WET Plan was approved by the stakeholders and the Governing Board. This transfer was made as a result of one-time excess funds identified.

REVENUE

Tri-City's operating budget is prepared using the full-accrual method of accounting. Revenues reflected within the operating budget section represent revenues projected to be generated during this budget fiscal year and do not necessarily represent actual inflows of cash, however the Cash Flow Budget would reflect actual cash projected to be collected. Existing funds already on hand would not be reflected as new or generated revenues in the operating budget as transfers made into WET are made using previously recognized or collected MHSA dollars.

1. **MHSA Funding.** MHSA funding represents the amount of funds approved to be expended in fiscal 2021-22. Although there are funds available for spending in the WET Plan, these amounts have already been previously recognized as revenue within the CSS Plan. As noted above, dollars allocated to the WET Plan are one-time funds and in order to continue programs within the WET Plan, funds are required to be transferred in from the CSS plan. Pursuant to the Welfare and Institutions Code Section 5892(b), Counties may use a portion of their CSS funds for WET. Recognition of revenue occurs during the time period in which

the funds received were originally approved for use, and as such, the actual expenditures may lag and occur at a later time. As a result, no revenues are expected to be presented in the operating budget for the WET Plan, with the exception of interest revenue projected to be earned in fiscal year 2021-22.

2. **Interest Income.** Interest income is projected based on expected average cash balances.

OPERATING EXPENSES

1. **Salary Costs.** Salary and benefits of \$270 thousand include \$213 thousand of direct provider staff salaries and \$58 thousand of administrative salaries. The costs were based on expected staffing requirements of each program and as considered during the stakeholder's process and included in the WET plan. In addition, salaries and benefits for Tri-City's Executive and Senior Management team and administrative staff who serve the entire Agency, have been allocated to WET programs based on staffing proportions of the Agency and by specific program. The projected staffing is as follows:

- a. Learning and Improvement – 1.8 FTE for the WET Supervisor and Diversity Coordinator.
- b. Volunteers & Future Employees– 0.3 FTE includes an allocation of the WET Supervisor.
- c. Administration-WET – 0.4 FTE includes an allocation of Administrative support which includes an allocation of combined executive and administrative personnel costs.

All other salary costs, including insurance, retirement, and payroll taxes are based on the historical cost as a relationship to base salary and wages.

2. **Facility Costs.** Facility costs represent the allocation of rent and other facility related expenses for the space required for current staffing.
3. **Equipment Costs.** This amount reflects the anticipated costs of equipment, cellular phones and related fees required for each program.
4. **Other Service and Supply Costs.** Other service and supply costs are projected based on Tri-City's best estimates however primarily utilizing past experience. The major costs included in this category are as follows:
 - a. Conference, Seminar & Related Costs. These costs represent anticipated supplemental training of personnel, as well as the requirement of the MHSA administrative staff attending educational and MHSA specific conferences and seminars, in addition to travel costs related to these trainings.
 - a. Transportation and Mileage Costs. These costs include the anticipated costs to be incurred by the WET program staff, since the programs will require community outreach.
 - b. Personnel Ads. These projected costs are consistent with prior year and are for the recruitment of volunteers and future employees.

Workforce, Education and Training Plan
Operating Budget for The Fiscal Year 2021-22
Assumptions

- c. Professional Liability Insurance Costs. These costs represent the anticipated cost of professional liability insurance for staff and are based on Tri-City's historical cost as it relates to salary costs.
 - d. Security Expense. These costs represent the cost of contracting on-site security guards during business hours at various Tri-City locations. The costs are then proportionately allocated to each of the programs by location and staff.
 - e. Computer Systems Connections. The computer systems expenses represent the cost of upgrading hardware and connectivity. This includes the professional fees that may be paid to IT specialists. This would also include fees associated with a risk assessment of IT systems (for both software and hardware) which are included in IT Related Expenses, in order to comply with recent regulations.
 - f. Miscellaneous Costs. This amount is projected for use on operating categories that may be in excess of the original budgeted amount and estimated based on past experience.
5. **Specific Costs**. This includes amounts identified as specific program expenses.
- a. WET Program Learning and Outreach (Staff Development and Mental Health Recruitment Costs). These costs include costs to 1) train the Tri-City clinical staff and enhance their development in the provision of mental health services, and 2) to implement and continue outreach programs to colleges and schools to educate and recruit future community mental health workers. In addition, these amounts include costs of software updates required for data collection and educational programs.

DRAFT

**TRI-CITY MENTAL HEALTH AUTHORITY
MHSA-WET OPERATING BUDGET
FISCAL YEAR 2021-22**

	FY 21-22 QUARTERS				Budget FY 21-22	% to Rev
	1ST QRT	2ND QRT	3RD QRT	4TH QRT		
REVENUE						
MEDI-CAL ADULT FFP	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
MEDI-CAL CHILDREN FFP	-	-	-	-	-	0.0%
MEDI-CAL CHILDREN EPSDT--STATE	-	-	-	-	-	0.0%
REALIGNMENT	-	-	-	-	-	0.0%
MEDICARE	-	-	-	-	-	0.0%
PATIENT FEES/INSURANCE	-	-	-	-	-	0.0%
MHSA FUNDING	-	-	-	-	-	0.0%
GRANTS	-	-	-	-	-	0.0%
INTEREST INCOME	219	219	219	219	876	100.0%
RENTAL AND OTHER INCOME	-	-	-	-	-	0.0%
ESTIMATED M/C DENIALS/DISALLOWANCE	-	-	-	-	-	0.0%
TOTAL REVENUES	219	219	219	219	876	100.0%
EXPENSES						
SALARY COSTS						
SALARY AND WAGES	50,960	50,960	50,960	50,960	203,838	23269.2%
INSURANCE-Health/workers comp/life	8,144	8,144	8,144	8,144	32,577	3718.8%
RETIREMENT COSTS	6,156	6,156	6,156	6,156	24,624	2811.0%
PAYROLL TAXES	1,249	1,249	1,249	1,249	4,994	570.1%
MISC COSTS	1,208	1,208	1,208	1,208	4,833	551.7%
	67,717	67,717	67,717	67,717	270,866	30920.8%
FACILITY COSTS						
STORAGE LEASES	34	34	34	34	136	15.5%
MORTGAGE INTEREST (2008 Garey)	-	-	-	-	-	0.0%
FACILITY RENT	481	481	481	481	1,923	219.5%
INTERCOMPANY FACILITY CHARGES	12	12	12	12	49	5.6%
UTILITIES	193	193	193	193	772	88.1%
BUILDING REPAIRS AND MAINTENANCE	128	128	128	128	513	58.6%
JANITORIAL SERVICES & SUPPLIES	216	216	216	216	864	98.6%
WASTE DISPOSAL	19	19	19	19	77	8.8%
	1,084	1,084	1,084	1,084	4,334	494.7%
EQUIPMENT COSTS						
EQUIPMENT RENTAL/LEASE	222	222	222	222	889	101.5%
EQUIP MAINT/REPAIRS	40	40	40	40	161	18.4%
EQUIP/FURNITURE PURCHASES EXPENSED	20	20	20	20	81	9.2%
INTERCOMPANY EQUIP/SOFTWARE CHARGES (INCOME)	-	-	-	-	-	0.0%
AUTO EXPENSES	7	7	7	7	28	3.2%
AUTO INSURANCE	17	17	17	17	69	7.9%
CELLULAR/PAGER LEASES	357	357	357	357	1,429	163.1%
	664	664	664	664	2,657	303.3%

**TRI-CITY MENTAL HEALTH AUTHORITY
MHS-A-WET OPERATING BUDGET
FISCAL YEAR 2021-22**

	FY 21-22 QUARTERS				Budget FY 21-22	% to Rev
	1ST QRT	2ND QRT	3RD QRT	4TH QRT		
OTHER SERVICES AND SUPPLIES						
CONFERENCES, SEMINARS & RELATED COSTS	28	28	28	28	111	12.7%
MILEAGE REIMBURSEMENT	1	1	1	1	3	0.3%
PERSONNEL ADS	930	930	930	930	3,720	424.7%
PROFESSIONAL LIABILITY INSURANCE	342	342	342	342	1,369	156.3%
SECURITY EXPENSE	546	546	546	546	2,185	249.4%
DUES & SUBSCRIPTIONS	175	175	175	175	699	79.8%
OTHER SUPPLIES	44	44	44	44	177	20.2%
PRINTING	3	3	3	3	11	1.3%
CLIENT EXPENSES	-	-	-	-	-	0.0%
LAB COST	-	-	-	-	-	0.0%
AMBULANCE COSTS	-	-	-	-	-	0.0%
OFFICE SUPPLIES	35	35	35	35	139	15.9%
POSTAGE	5	5	5	5	18	2.1%
RECORD DESTRUCTION	-	-	-	-	-	0.0%
TELEPHONE EXPENSES	383	383	383	383	1,532	174.9%
COMPUTER SYSTEMS CONNECTIONS	314	314	314	314	1,256	143.4%
DATA PROCESSING/LICENSES	-	-	-	-	-	0.0%
IT RELATED EXPENSES-Consulting/Training	-	-	-	-	-	0.0%
MISCELLANEOUS (OPERATING RESERVE)	55	55	55	55	218	24.9%
	2,860	2,860	2,860	2,860	11,438	1305.7%
SPECIFIC COSTS						
PROGRAMS:						
CLIENT SUPPORT COSTS	-	-	-	-	-	0.0%
UNIQUE MHS-A PROGRAM RELATED COSTS	-	-	-	-	-	0.0%
COMMUNITY GRANTS	-	-	-	-	-	0.0%
WET--LEARNING & OUTREACH	28,542	28,542	28,542	28,542	114,166	13032.6%
PROFESSIONAL SERVICES	-	-	-	-	-	0.0%
ADMINISTRATIVE:						
DIRECTORS & OFFICERS INSURANCE	-	-	-	-	-	0.0%
PROFESSIONAL SERVICES	318	318	318	318	1,270	145.0%
ATTORNEY FEES	64	64	64	64	254	29.0%
BANK FEES	5	5	5	5	20	2.3%
AUDIT FEES	-	-	-	-	-	0.0%
	28,928	28,928	28,928	28,928	115,710	13208.9%
DEPRECIATION AND AMORT	252	252	252	252	1,009	115.2%
TOTAL COSTS	101,504	101,504	101,504	101,504	406,014	46348.6%
INCOME (LOSS) FROM OPERATIONS	\$ (101,285)	\$ (101,285)	\$ (101,285)	\$ (101,285)	\$ (405,138)	-46248.6%

TRI-CITY MENTAL HEALTH AUTHORITY
MHSa-WORKFORCE EDUCATION AND TRAINING (WET) OPERATING BUDGET BY PROGRAM
FISCAL YEAR 2021-22

	VOLUNTEERS			TOTAL
	LEARNING & IMPROVEMENT	& FUTURE EMPLOYEES	WET ADMIN	
REVENUE				
MEDI-CAL ADULT FFP	\$ -	\$ -	\$ -	\$ -
MEDI-CAL CHILDREN FFP	-	-	-	-
MEDI-CAL CHILDREN EPSDT--STATE	-	-	-	-
REALIGNMENT	-	-	-	-
MEDICARE	-	-	-	-
PATIENT FEES/INSURANCE	-	-	-	-
MHSA FUNDING	-	-	-	-
CITY SHARE - LA VERNE	-	-	-	-
CITY SHARE - CLAREMONT	-	-	-	-
CITY SHARE - POMONA	-	-	-	-
GRANTS	-	-	-	-
INTEREST INCOME	-	-	876	876
RENTAL AND OTHER INCOME	-	-	-	-
ESTIMATED M/C DENIALS/DISALLOWANCE	-	-	-	-
TOTAL REVENUES	-	-	876	876
EXPENSES				
SALARY COSTS <i>FTE's</i>	<i>1.8</i>	<i>0.3</i>	<i>0.4</i>	<i>2.6</i>
SALARY AND WAGES	138,765	21,683	43,390	203,838
INSURANCE-Health/workers comp/life	21,953	3,430	7,194	32,577
RETIREMENT COSTS	16,763	2,620	5,241	24,624
PAYROLL TAXES	3,400	531	1,063	4,994
MISC COSTS	3,289	514	1,030	4,833
	184,170	28,778	57,918	270,866
FACILITY COSTS				
STORAGE LEASES	-	-	136	136
MORTGAGE INTEREST (2008 Garey)	-	-	-	-
FACILITY RENT	-	-	1,923	1,923
INTERCOMPANY FACILITY CHARGES	-	-	49	49
UTILITIES	705	-	67	772
BUILDING REPAIRS AND MAINTENANCE	432	-	81	513
JANITORIAL SERVICES & SUPPLIES	638	-	226	864
WASTE DISPOSAL	70	-	7	77
	1,845	-	2,489	4,334
EQUIPMENT COSTS				
EQUIPMENT RENTAL/LEASE	663	-	226	889
EQUIP MAINT/REPAIRS	99	-	62	161
EQUIP/FURNITURE PURCHASES EXPENSED	11	-	70	81
INTERCOMPANY EQUIP/SOFTWARE CHARGES (INCOME)	-	-	-	-
AUTO EXPENSES	-	-	28	28
AUTO INSURANCE	-	-	69	69
CELLULAR/PAGER LEASES	1,117	-	312	1,429
	1,890	-	767	2,657

**TRI-CITY MENTAL HEALTH AUTHORITY
MHSa-WORKFORCE EDUCATION AND TRAINING (WET) OPERATING BUDGET BY PROGRAM
FISCAL YEAR 2021-22**

	VOLUNTEERS			
	LEARNING & IMPROVEMENT	& FUTURE EMPLOYEES	WET ADMIN	TOTAL
OTHER SERVICES AND SUPPLIES				
CONFERENCES, SEMINARS & RELATED COSTS	-	-	111	111
MILEAGE REIMBURSEMENT	-	-	3	3
PERSONNEL ADS	549	3,143	28	3,720
PROFESSIONAL LIABILITY INSURANCE	1,030	-	339	1,369
SECURITY EXPENSE	1,863	-	322	2,185
DUES & SUBSCRIPTIONS	302	-	397	699
OTHER SUPPLIES	68	-	109	177
PRINTING	4	-	7	11
CLIENT EXPENSES	-	-	-	-
LAB COST	-	-	-	-
AMBULANCE COSTS	-	-	-	-
OFFICE SUPPLIES	78	-	61	139
POSTAGE	-	-	18	18
RECORD DESTRUCTION	-	-	-	-
TELEPHONE EXPENSES	948	-	584	1,532
COMPUTER SYSTEMS CONNECTIONS	-	-	1,256	1,256
DATA PROCESSING/LICENSES	-	-	-	-
IT RELATED EXPENSES-Consulting/Training	-	-	-	-
MISCELLANEOUS (OPERATING RESERVE)	-	-	218	218
	4,842	3,143	3,453	11,438
SPECIFIC COSTS				
PROGRAMS:				
CLIENT SUPPORT COSTS	-	-	-	-
UNIQUE MHSa PROGRAM RELATED COSTS	-	-	-	-
COMMUNITY GRANTS	-	-	-	-
WET--LEARNING & OUTREACH	114,166	-	-	114,166
PROFESSIONAL SERVICES	-	-	-	-
ADMINISTRATIVE:				
DIRECTORS & OFFICERS INSURANCE	-	-	-	-
PROFESSIONAL SERVICES	125	-	1,145	1,270
ATTORNEY FEES	-	-	254	254
BANK FEES	-	-	20	20
AUDIT FEES	-	-	-	-
	114,291	-	1,419	115,710
DEPRECIATION AND AMORT	394	-	615	1,009
TOTAL COSTS	307,432	31,921	66,661	406,014
INCOME (LOSS) FROM OPERATIONS	\$ (307,432)	\$ (31,921)	\$ (65,785)	\$ (405,138)

**TRI-CITY MENTAL HEALTH AUTHORITY
CAPITAL FACILITIES & TECHNOLOGY NEEDS PLAN (CFTN)**

PROPOSED

OPERATING BUDGET

FISCAL YEAR 2021-22

DRAFT

CAPITAL FACILITIES & TECHNOLOGY NEEDS PLAN (CFTN)

OPERATING BUDGET

GENERAL & HISTORICAL INFORMATION

At the end of fiscal 2010-11, Tri-City had received approximately \$2.7 million of CFTN MHA allocations to be used for approved Capital Facility and Technology Needs projects. In May 2013 the Governing Board approved the initial CFTN plan which included three Technology Needs projects at a total projected expenditure of approximately \$1.1 million. Implementation of these projects began in June 2013 and were completed by the end of fiscal 2015-16. These initial projects were:

- Electronic Health Record Improvement and Systems Enhancement
- Consumer Access to Computing Resources
- Program Monitoring and Service Outcome Support

In March 2015 and in July of 2015, the CFTN plan was updated and approved by the Governing Board to utilize the remaining funds of approximately \$1.6 million for the purpose of a new Capital Facilities project which included the purchase and required improvements of an office building for MHA Administrative Professional staff. This project was completed during fiscal 2015-16.

As part of the MHA 2016-17 update, the amount of \$500 thousand was approved for transfer to the CFTN plan from the CSS plan. This amount was to be set aside for future capital facilities and technology projects that would need to first be identified and would be subject to approval by the Stakeholders and Governing Board. Toward the end of fiscal year 2018-19, an additional transfer of \$700,000 from the CSS Plan to the CFTN Plan was approved by the stakeholders and the Governing Board. This transfer was made as a result of one-time excess funds identified that would potentially be used for one-time capital improvement projects.

During Fiscal 2019-20 two separate projects were identified and proposed as CFTN projects. The two projects identified and since approved, are as follows:

1. Electrical Upgrade & Office Remodel
2. Capital Improvements to Therapeutic Community Garden

On March 18, 2020, the Governing Board approved Resolution 524, authorizing the expenditure of \$970,968 from its Capital Facilities and Technology Needs (CFTN) plan funds for Electrical Upgrades, Office Space Remodel and Capital Improvements. This budget includes the proposed and approved estimated expenditures in the total of \$970,968.

In May of 2021, the Governing Board approved a new Capital Facilities & Technology Needs (CFTN) Plan to expend approximately \$300,436 to begin the implementation of a new electronic health record system and a new client referral management platform. Since the majority of those costs are now expected to occur in Fiscal Year 2021-22, these amounts have been included in this budget.

REVENUE

Tri-City's operating budget is prepared using the full-accrual method of accounting. Revenues reflected within the operating budget section represent revenues projected to be generated during this budget fiscal year and do not necessarily represent actual inflows of cash, however the Cash Flow Budget would reflect actual cash projected to be collected. Existing funds already on hand would then not be reflected as new or generated revenues in the operating budget.

1. **MHSA Funding.** MHSA funding represents any additional amount of funds that have been approved for capital facilities or technology related projects. Although there is approximately \$1.2M dollars available to fund CTFN projects, these amounts have already been previously recognized as revenue within the CSS Plan. Recognition of revenue occurs during the time period in which the funds received were originally approved for use, as such, the actual expenditures may lag and occur at a later time. Accordingly, no revenues are reflected within the CFTN plan in this budget, with the exception of interest revenue, and no other revenues are projected to be recognized or collected for fiscal 2021-22.
2. **Interest Income.** Interest income, if any, is projected based on expected average cash balances.

OPERATING EXPENSES

1. **Depreciation Expense.** Depreciation expense is projected to be approximately \$62 thousand which represents the remaining depreciation of equipment and furniture purchased and capitalized over the past years as well as the current projection of depreciation for the recent purchase of the office building and improvements.

CAPITAL EXPENSES

1. **Capital Expenses.** The majority of the expenses that are expected to be incurred to implement the above noted projects are expected to be capital related and therefore would be presented within the Cash Flow Budget under the caption titled "Cash Flow From Capital and Related Financing Activities" and not within this section of the Operating Budget. Cash flows of approximately \$1.2M are reflected under this caption for the three main projects currently underway which includes the improvements to the Therapeutic Community Garden, the Electrical Upgrades & Office Space Remodel, and the implementation of the New Electronic Health Record and Client Referral Platform programs.

TRI-CITY MENTAL HEALTH AUTHORITY
MHSA-CAPITAL FACILITIES & TECHNOLOGY (CFTN) OPERATING BUDGET
FISCAL YEAR 2021-22

	FY 21-22 QUARTERS				Budget FY 21-22	% to Rev
	1ST QRT	2ND QRT	3RD QRT	4TH QRT		
REVENUE						
MEDI-CAL ADULT FFP	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
MEDI-CAL CHILDREN FFP	-	-	-	-	-	0.0%
MEDI-CAL CHILDREN EPSDT--STATE	-	-	-	-	-	0.0%
REALIGNMENT	-	-	-	-	-	0.0%
MEDICARE	-	-	-	-	-	0.0%
PATIENT FEES/INSURANCE	-	-	-	-	-	0.0%
MHSA FUNDING	-	-	-	-	-	0.0%
GRANTS	-	-	-	-	-	0.0%
INTEREST INCOME	320	320	320	320	1,278	100.0%
RENTAL AND OTHER INCOME	-	-	-	-	-	0.0%
ESTIMATED M/C DENIALS/DISALLOWANCE	-	-	-	-	-	0.0%
TOTAL REVENUES	320	320	320	320	1,278	100.0%
EXPENSES						
SALARY COSTS						
SALARY AND WAGES	-	-	-	-	-	0.0%
INSURANCE-Health/workers comp/life	-	-	-	-	-	0.0%
RETIREMENT COSTS	-	-	-	-	-	0.0%
PAYROLL TAXES	-	-	-	-	-	0.0%
MISC COSTS	-	-	-	-	-	0.0%
FACILITY COSTS						
STORAGE LEASES	-	-	-	-	-	0.0%
MORTGAGE INTEREST (2008 Garey)	-	-	-	-	-	0.0%
FACILITY RENT	-	-	-	-	-	0.0%
INTERCOMPANY FACILITY CHARGES	-	-	-	-	-	0.0%
UTILITIES	-	-	-	-	-	0.0%
BUILDING REPAIRS AND MAINTENANCE	-	-	-	-	-	0.0%
JANITORIAL SERVICES & SUPPLIES	-	-	-	-	-	0.0%
WASTE DISPOSAL	-	-	-	-	-	0.0%
EQUIPMENT COSTS						
EQUIPMENT RENTAL/LEASE	-	-	-	-	-	0.0%
EQUIP MAINT/REPAIRS	-	-	-	-	-	0.0%
EQUIP/FURNITURE PURCHASES EXPENSED	-	-	-	-	-	0.0%
INTERCOMPANY EQUIP/SOFTWARE CHARGES (INCOME)	-	-	-	-	-	0.0%
AUTO EXPENSES	-	-	-	-	-	0.0%
AUTO INSURANCE	-	-	-	-	-	0.0%
CELLULAR/PAGER LEASES	-	-	-	-	-	0.0%
	-	-	-	-	-	0.0%

**TRI-CITY MENTAL HEALTH AUTHORITY
MHSA-CAPITAL FACILITIES & TECHNOLOGY (CFTN) OPERATING BUDGET
FISCAL YEAR 2021-22**

	FY 21-22 QUARTERS				Budget FY 21-22	% to Rev
	1ST QRT	2ND QRT	3RD QRT	4TH QRT		
OTHER SERVICES AND SUPPLIES						
CONFERENCES, SEMINARS & RELATED COSTS	-	-	-	-	-	0.0%
MILEAGE REIMBURSEMENT	-	-	-	-	-	0.0%
PERSONNEL ADS	-	-	-	-	-	0.0%
PROFESSIONAL LIABILITY INSURANCE	-	-	-	-	-	0.0%
SECURITY EXPENSE	-	-	-	-	-	0.0%
DUES & SUBSCRIPTIONS	-	-	-	-	-	0.0%
OTHER SUPPLIES	-	-	-	-	-	0.0%
PRINTING	-	-	-	-	-	0.0%
CLIENT EXPENSES	-	-	-	-	-	0.0%
LAB COST	-	-	-	-	-	0.0%
AMBULANCE COSTS	-	-	-	-	-	0.0%
OFFICE SUPPLIES	-	-	-	-	-	0.0%
POSTAGE	-	-	-	-	-	0.0%
RECORD DESTRUCTION	-	-	-	-	-	0.0%
TELEPHONE EXPENSES	-	-	-	-	-	0.0%
COMPUTER SYSTEMS CONNECTIONS	-	-	-	-	-	0.0%
DATA PROCESSING/LICENSES	-	-	-	-	-	0.0%
IT RELATED EXPENSES-Consulting/Training	-	-	-	-	-	0.0%
MISCELLANEOUS (OPERATING RESERVE)	-	-	-	-	-	0.0%
	-	-	-	-	-	0.0%
SPECIFIC COSTS						
PROGRAMS:						
CLIENT SUPPORT COSTS	-	-	-	-	-	0.0%
UNIQUE MHSA PROGRAM RELATED COSTS	-	-	-	-	-	0.0%
COMMUNITY GRANTS	-	-	-	-	-	0.0%
WET--LEARNING & OUTREACH	-	-	-	-	-	0.0%
PROFESSIONAL SERVICES	-	-	-	-	-	0.0%
ADMINISTRATIVE:						
DIRECTORS & OFFICERS INSURANCE	-	-	-	-	-	0.0%
PROFESSIONAL SERVICES	-	-	-	-	-	0.0%
ATTORNEY FEES	-	-	-	-	-	0.0%
BANK FEES	-	-	-	-	-	0.0%
AUDIT FEES	-	-	-	-	-	0.0%
	-	-	-	-	-	0.0%
DEPRECIATION AND AMORT	15,435	15,435	15,435	15,435	61,738	4830.8%
TOTAL COSTS	15,435	15,435	15,435	15,435	61,738	4830.8%
INCOME (LOSS) FROM OPERATIONS	\$ (15,115)	\$ (15,115)	\$ (15,115)	\$ (15,115)	\$ (60,460)	-4730.8%

TRI-CITY MENTAL HEALTH AUTHORITY
MHSa-CAPITAL FACILITIES & TECHNOLOGY (CFTN) OPERATING BUDGET BY PROJECT
FISCAL YEAR 2021-22

	CAPITAL IMPROVEMENT TO					TOTAL
	ELECTRICAL UPGRADE & OFFICE SPACE REMODEL	THERAPEUTIC COMMUNITY GARDEN	Electronic Healthcare Record System	ADMINISTRATIVE PROFESSIONAL BUILDING	CTFN ADMIN	
REVENUE						
MEDI-CAL ADULT FFP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MEDI-CAL CHILDREN FFP	-	-	-	-	-	-
MEDI-CAL CHILDREN EPSDT--STATE REALIGNMENT	-	-	-	-	-	-
MEDICARE	-	-	-	-	-	-
PATIENT FEES/INSURANCE	-	-	-	-	-	-
MHSA FUNDING	-	-	-	-	-	-
CITY SHARE - LA VERNE	-	-	-	-	-	-
CITY SHARE - CLAREMONT	-	-	-	-	-	-
CITY SHARE - POMONA	-	-	-	-	-	-
GRANTS	-	-	-	-	-	-
INTEREST INCOME	-	-	-	-	1,278	1,278
RENTAL AND OTHER INCOME	-	-	-	-	-	-
ESTIMATED M/C DENIALS/DISALLOWANCE	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	1,278	1,278
EXPENSES						
SALARY COSTS <i>FTE's</i>						
SALARY AND WAGES	-	-	-	-	-	-
INSURANCE-Health/workers comp/life	-	-	-	-	-	-
RETIREMENT COSTS	-	-	-	-	-	-
PAYROLL TAXES	-	-	-	-	-	-
MISC COSTS	-	-	-	-	-	-
FACILITY COSTS						
STORAGE LEASES	-	-	-	-	-	-
MORTGAGE INTEREST (2008 Garey)	-	-	-	-	-	-
FACILITY RENT	-	-	-	-	-	-
INTERCOMPANY FACILITY CHARGES	-	-	-	-	-	-
UTILITIES	-	-	-	-	-	-
BUILDING REPAIRS AND MAINTENANCE	-	-	-	-	-	-
JANITORIAL SERVICES & SUPPLIES	-	-	-	-	-	-
WASTE DISPOSAL	-	-	-	-	-	-
EQUIPMENT COSTS						
EQUIPMENT RENTAL/LEASE	-	-	-	-	-	-
EQUIP MAINT/REPAIRS	-	-	-	-	-	-
EQUIP/FURNITURE PURCHASES EXPENSED	-	-	-	-	-	-
INTERCOMPANY EQUIP/SOFTWARE CHARGES (INCOME)	-	-	-	-	-	-
AUTO EXPENSES	-	-	-	-	-	-
AUTO INSURANCE	-	-	-	-	-	-
CELLULAR/PAGER LEASES	-	-	-	-	-	-
	-	-	-	-	-	-

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TRI-CITY MENTAL HEALTH AUTHORITY
MHS-CAPITAL FACILITIES & TECHNOLOGY (CFTN) OPERATING BUDGET BY PROJECT
FISCAL YEAR 2021-22

	ELECTRICAL UPGRADE & OFFICE SPACE REMODEL	CAPITAL IMPROVEMENT TO THERAPEUTIC COMMUNITY GARDEN	Electronic Healthcare Record System	ADMINISTRATIVE PROFESSIONAL BUILDING	CTFN ADMIN	TOTAL
OTHER SERVICES AND SUPPLIES						
CONFERENCES, SEMINARS & RELATED COSTS	-	-	-	-	-	-
MILEAGE REIMBURSEMENT	-	-	-	-	-	-
PERSONNEL ADS	-	-	-	-	-	-
PROFESSIONAL LIABILITY INSURANCE	-	-	-	-	-	-
SECURITY EXPENSE	-	-	-	-	-	-
DUES & SUBSCRIPTIONS	-	-	-	-	-	-
OTHER SUPPLIES	-	-	-	-	-	-
PRINTING	-	-	-	-	-	-
CLIENT EXPENSES	-	-	-	-	-	-
LAB COST	-	-	-	-	-	-
AMBULANCE COSTS	-	-	-	-	-	-
OFFICE SUPPLIES	-	-	-	-	-	-
POSTAGE	-	-	-	-	-	-
RECORD DESTRUCTION	-	-	-	-	-	-
TELEPHONE EXPENSES	-	-	-	-	-	-
COMPUTER SYSTEMS CONNECTIONS	-	-	-	-	-	-
DATA PROCESSING/LICENSES	-	-	-	-	-	-
IT RELATED EXPENSES-Consulting/Training	-	-	-	-	-	-
MISCELLANEOUS (OPERATING RESERVE)	-	-	-	-	-	-
SPECIFIC COSTS						
PROGRAMS:						
CLIENT SUPPORT COSTS	-	-	-	-	-	-
UNIQUE MHS-CAPITAL PROGRAM RELATED COSTS	-	-	-	-	-	-
COMMUNITY GRANTS	-	-	-	-	-	-
WET-LEARNING & OUTREACH	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-
ADMINISTRATIVE:						
DIRECTORS & OFFICERS INSURANCE	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-
ATTORNEY FEES	-	-	-	-	-	-
BANK FEES	-	-	-	-	-	-
AUDIT FEES	-	-	-	-	-	-
DEPRECIATION AND AMORT	-	-	-	61,738	-	61,738
TOTAL COSTS	-	-	-	61,738	-	61,738
INCOME (LOSS) FROM OPERATIONS	\$ -	\$ -	\$ -	\$ (61,738)	\$ 1,278	\$ (60,460)



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: July 21, 2021
TO: Governing Board of the Tri-City Mental Health Authority
FROM: Toni Navarro, LMFT, Executive Director
SUBJECT: Executive Director's Monthly Report

COVID-19 OPERATIONS UPDATE

On June 23rd, Tri-City's Executive Team hosted a mandatory All Agency Staff Meeting. The purpose of the meeting was twofold: 1) acknowledge/recognize/celebrate all that Tri-City staff have done and endured during the COVID-19 pandemic; 2) give staff an update of the Agency's plan for returning to the office and the status of COVID-19 temporary policies that were implemented in 2020.

Tri-City's Governing Board Vice-Chair, Jed Leano, and the Chair and Vice-Chair from Tri-City's Mental Health Commission, Anne Henderson and Wray Ryback were in attendance and shared expressions of gratitude and appreciation. Members of Compassionate Pomona, Reverend Jan Chase and Dick Bunce, and Pomona Unified School Board Member, Roberta Perlman also joined and spoke of their respective communities thanks for Tri-City staff's dedication and commitment to caring for those in the three cities during the past 16 months.

There were some solemn and choked-up moments, balanced out with lots of smiles and laughter as well. Reverend Jan Chase wrote a parody poem based on the Ghostbusters movie theme song "Who You Gonna Call?" that had some staff moving and dancing on screen and others going wild in the "chat" section of the video platform! Finally, Tri-City's I.T. department put together two videos, one of the Executive Team expressing their thoughts to staff and another of various Tri-City staff singing karaoke-style to an upbeat, uplifting song and it was wonderful to see colleagues relaxed and singing about hope for a "bright sun shining day".

Next, Tri-City staff and guests were treated to a wonderful meditative and healing trauma-informed yoga practice with registered yoga teacher, Zabie Yamasaki.

Following the fun, Tri-City's Executive Team announced the following operations updates:

- As a public healthcare agency and per the Governor's orders, Tri-City will continue to: require temperature checks upon entry to its facilities, require all persons to wear masks when inside and in view of others, follow and enforce 6-foot physical distancing within offices, conference rooms, eating areas and waiting rooms. These precautions will remain in effect until the Governor cancels them.

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July 21, 2021
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- Beginning August 1, 2021 all staff will be required to report to work at least 1 day per week. However, more days will be allowed so long as office space allows. Leadership will be responsible to schedule staffing and provide space so as to meet the aforementioned ongoing requirements for spacing. (Note: clinical staff in field-based programs such as Full Service Partnership and Field Capable Services of Older Adults will report in office at least 1 day per week, but will also continue to report in the field to meet client needs, as they have for the past few months.)
- Tri-City will continue to provide all necessary PPE to staff as needed. Facilities staff will continue with its disinfecting/cleaning schedules until further notice.
- Staff will continue to receive Hazard Pay for days worked in the office and in-person/in the field until the COVID-19 public emergency is fully resolved per an official State announcement to that effect.
- Tentatively, Tri-City hopes to be back to a new and non-COVID emergency level of operations by January 1, 2022; with an anticipated increase to 'in-office' days for staff in October 2021. However, given the dramatic rise of the Delta variant in Los Angeles County, the lack of vaccine available for those under 12, and other unknowns, this could change and staff are being asked to remain flexible.
- From July to December, Tri-City will conduct surveys of clients, participants, and staff on the experience/impact/benefits/challenges of telehealth. Simultaneously, the California Department of Health Care Services will also be conducting surveys and convening public workgroups to address the same questions. Tri-City will use its and the State's data accordingly to plan policies for the potential ongoing offering of telehealth to clients and participants and telecommuting to some staff as appropriate.

Staff response to the 2-hour meeting was positive and many expressed feeling good about the recognition and kind sentiments of the Agency's leadership and governance.

HUMAN RESOURCES UPDATE

Staffing – Month Ending June 2021

- Total Staff is 187 full-time and 17 part-time plus 23.5 full time vacancies 6 part time vacancies for a total of 222 positions.
- There were 1 new hire in June.
- There were 4 separations in June.

Workforce Demographics June 2021

- American Indian or Alaska Native = 0.49%
- Asian = 9.31%

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- Black or African American = 8.82%
- Hispanic or Latino = 56.86%
- Native Hawaiian or Other Pacific Islander = 0.49%
- Other = 8.82%
- 2 or more races = 1.47%
- White or Caucasian = 13.73%

Posted Positions in June 2021

- Clinical Supervisor I AOP (1 FTE) *1 hire pending*
- Clinical Supervisor I School Partnership (1 FTE)
- Clinical Supervisor I COP (1 FTE)
- Clinical Therapist I/II - Adult (7 FTEs)
- Clinical Therapist I/II – Child & Family (6 FTEs)
- Housing Wellness Advocate (.5 FTE)
- Medication Support Services Supervisor (1 FTE)
- Mental Health Specialist – Adult (2 FTEs)
- Mental Health Specialist - Child & Family (4.5 FTEs) *4 hires pending*
- Psychiatric Technician I/II/III – Adult FSP (1 FTE)
- Wellness Advocate I (1 FTE) *1 hire pending*



Turnover Tsunami

You may have heard, or are experiencing in your respective workplaces, a rise in employment turnover. In June 2021, HR Magazine published an article entitled, *“How to Reduce Turnover”* predicting a “turnover tsunami” and stating that “about 1 in 4 U.S. employees plan to leave their employer as the COVID-19 pandemic subsides.” This fact is compounded when we consider the field of mental health, where across the country mental health professionals have experienced an increase in caseload of 84% according to USA Today’s article entitled, *“Mental health professionals are the ones taking care of us: Who’s taking care of them?”*

The impact of said tsunami has, unfortunately, reached Tri-City.

From January 1 – June 30, 2021, Tri-City has had 18 employees resign with 8 more resignations pending in the month of July. That is a total of 26 resignations, or approximately 13% of our workforce in the first 7 months of the year. This is in comparison to a total of 22 resignations (11.18% of workforce) in the *entire* year of 2020. We have had 13 new hires in 2021 thus far but have been unable to keep pace with the employee exodus that employers are experiencing across the nation.

Candidates are prioritizing family and are presented with various employment offers that were not present before the pandemic. More specifically, employees leaving the agency have cited caring for children and family members as their reason for leaving or accepting a position with a private or contracted mental health provider (i.e. managed care plans such as Kaiser, Project Hope, etc.) whom are offering large sign-on bonuses, higher salaries and the opportunity to telecommute permanently. Some employees have disclosed that they are relocating out-of-state where the cost of living is lower or needing to stay home to care for elderly family members who have increased health risks and conditions due to COVID-19. While Tri-City is unable to compete financially with our private sector counterparts, our Human Resources team, with the help of our Executive and Leadership Teams, are actively working to combat the “tsunami” and are exploring creative ways to retain and motivate staff.

In July and August 2021, Tri-City will be featured in Inland Empire Magazine advertising our employment opportunities and seeking to target passive candidates who may commute past our three Cities into Los Angeles each day for work. Our Human Resources (“HR”) Department is also in talks to secure advertising space on the electronic billboard at the Toyota Arena in Ontario, CA on I-10 freeway near Ontario Mills. HR is also doubling down on our outreach to the Social Work programs at Inland Empire colleges and universities and the Employment Development Departments to secure space at career fairs and on job boards. Additionally, if you have passed one of our 5 locations, you may have noticed our new “We Are Hiring” banners hanging outside our buildings; and we are actively brainstorming to create a COVID-19 safe career fair in the near future.

HR has sent out email blasts when we have secured information about cost effective daycare providers in the area and we continue to accommodate those employees who may have a medical condition. We also continue to work with HR Consultant, Koff and Associates, in completing our total classification and compensation survey in an effort to ensure that we are competitive in the public, community mental health workforce market in comparison to our County and City counterparts by working to offer sign-on bonuses, longevity pay and flexible work schedules to attract and retain staff. The goal is to bring forth the final report from Koff and Associates with its and Tri-City's Executive Staff recommendations for Governing Board review and approval in September 2021.

It is our hope that with the efforts set forth above, and with a little help from our staff and Governing Board with "word of mouth" advertising and employee referrals that we can begin to close the gap on the tsunami that has hit our Tri-City shores.

INNOVATIONS (INN) PLAN PROJECT—RESTORATIVE PRACTICES FOR IMPROVING MENTAL HEALTH (RPIMH) UPDATE

On June 28th, Tri-City's MHSA Director and MHSA Projects Manager received an email containing a review and analysis of the Innovations project, RPIMH. The accompanying email had various questions and the staff were asked to attend a final meeting on June 29th to address them. Following that meeting with the Executive Director of the Mental Health Services Oversight and Accountability Commission (MHSOAC) and the MHSOAC Chair, Tri-City was informed on Wednesday, June 30th, that the project was not approved. The MHSOAC members cited concerns about the low number of stakeholder participants involved in the various INN workgroups (15); as well as their opinion that as the Project contained three already proven practices, it was not innovative enough. The Members also noted concerns that the evaluation of the project was not thoroughly developed nor presented.

As a result of this denial, Tri-City does now have some INN funds that are subject to reversion and will need to be returned to the State. Tri-City's Chief Financial Officer is working with the staff at the Department of Health Care Services to clarify the exact amount which has been inconsistently reported in recent DHCS reports, but is between a couple and a few hundred thousand dollars. This final reversion amount will be reported out to the Governing Board at its next regularly scheduled meeting.

Tri-City's INN Coordinator, Amanda Colt, is optimistic about the INN planning year ahead and has already outlined some new and creative strategies to increase public awareness and participation in developing INN projects moving forward. She will be conducting focus groups out in various community settings, as well as creating a specific page on the Tri-City website for stakeholders to submit their ideas.

HOUSING DIVISION UPDATE

No Place Like Home Application Outcome

Tri-City received notification that its No Place Like Home Competitive Allocation submitted in partnership with the Cesar Chavez Foundation for the development of 7 permanent supportive housing units in the 125-unit West End Apartments project in Pomona was not awarded. In fact, medium-sized counties really turned out for this Round 3 of NPLH funding and there were six (6) counties/city that were not awarded funds this time around. The final score of the West End Project application was 120.82, with the lowest awarded county receiving a score of 170.89.

Specifically, and as summarized by the Cesar Chavez Foundation staff: "We did not score well, largely due to our lack of financial leverage and that we only were able to apply for 7 NPLH units of 125 total units". Of note, and positively, the portion of the application completed by Tri-City received 100% of the points possible in the programming and service delivery sections.

It appears there will be a Round 4 of the NPLH Competitive Allocations happening in October. Cesar Chavez Foundation is currently awaiting word on the award of some other funding, which if received, will make a future application for NPLH much more viable.

At this time, Tri-City does not have any other prospects for a Round 4 NPLH project.

Department Data for Fiscal Year 2020-21

During the 2020-2021 fiscal year, Tri-City had an average of 177 individuals/families that identified as homeless. In comparison, the 2019-2020 FY had an average of 158 homeless households.

In January, we reached a high of 202 reported homeless households. As the year went on, we saw the number gradually decrease and the last report at the end of June had the list down to 142.

Of the 124 who are no longer on the list of households who are homeless, 88 closed out of services without an identified housing resolution, 7 reunified with family, 1 passed away, and 28 of those households found housing. We can look to the coordinated effort of Project Roomkey (PRK) as part of the success to helping the households find housing as 22 of the 124 had been referred to and placed in a PRK site. 11 of those found housing, 1 reunified with family and 10 closed out of services.

As we look to the next fiscal year, the American Recovery Act that was signed into law by President Biden on March 11, 2021 brings additional resources to LA County to help more households leave homelessness. Part of the help is in the way of 6,806 Emergency Housing Vouchers that will work just like a Housing Choice Voucher, more commonly known as Section 8. Tri-City's Housing Division looks forward to continuing the collaboration with our Continuum of Care partners to help bridge any gaps and provide assistance with clients that get selected through the Coordinated Entry System to receive a voucher.

POMONA YOUTH SERVICES PARTNERSHIP PARTICIPATION

In recent months, Tri-City Mental Health has been asked to participate with a group of youth services-focused public agencies, including the City of Pomona and the Pomona Unified School District, and local community organizations, include HYPE and Justice Us 4 Youth to envision and plan a communitywide approach to addressing the needs of youth and families in Pomona. Gente Organizada's Executive Director, Jesus Sanchez, initiated the collaboration and is leading the group in its efforts.

Tri-City's Executive Director, Chief Clinical Officer, and MHSA/Ethnic Services Director are representing Tri-City in this partnership. Chief Clinical Officer, Liz Renteria, is part of an ad hoc committee that is creating a white paper that will explain the philosophy and collective mission of the group. MHSA/Ethnic Services Director, Rimmi Hundal, is taking a preliminary action in which Tri-City MHSA staff will work with local youth leaders to create a specifically Transition-Aged Youth (TAY) MHSA Stakeholder process. The goal, in alignment with Tri-City's Mental Health Commission vision, is to ensure that the youth voice is robustly and consistently represented in the review, evaluation and planning of Tri-City's system of care.

On Wednesday, June 14th, the Executive Director, the Chief Financial Officer, MHSA/Ethnic Services Director, and the Innovations Coordinator met with youth branch of Gente Organizada, HYPE, along with Gente's Executive Director to hear the youth's concerns regarding the growing mental health needs of their demographic and their hopes for increased collaboration in the areas of statewide advocacy (to promote more prevention and early intervention services for youth and their families) and in the MHSA community planning process with Tri-City. The 90-minute meeting concluded with Tri-City staff planning next action steps to invite HYPE members to: 1) join Tri-City's Transition-Aged Youth Advisory Council, and; 2) to participate in Tri-City's upcoming MHSA Stakeholder Process presentation/mini-training specifically for TAY youth in the three cities that will be coming in September 2021.



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: JULY 21, 2021

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 ELEVEN MONTHS ENDED MAY 31, 2021 (2021 FISCAL YEAR-TO-DATE):

The financials presented herein are the PRELIMINARY and unaudited financial statements for the eleven months ended May 31, 2021. 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 \$3.1 million. MHSA operations accounted for approximately \$2.6 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 \$14.0 million in MHSA funding has been received of which \$6.9 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 \$13.5 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 increase in net position of approximately \$526 thousand is from Clinic outpatient operations, which is the result of operations for the eleven months ended May 31, 2021. The total cash balance at May 31, 2021 was approximately \$33.3 million, which represents an increase of approximately \$2.2 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 an increase in cash of approximately \$1.0 million. MHSA operations reflected an increase in cash of approximately \$1.2 million, after excluding intercompany receipts or costs resulting from clinic operations. The increase reflects the receipt of approximately \$14.0 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 \$10.1 million in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the eleven months ended May 31, 2021. Additionally, approximately \$957 thousand has been received through July 16, 2021. Of the total amounts received in the current fiscal year, approximately \$1.6 million is related to interim cost report settlements covering fiscal years 2013-14, 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 previously, 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 years (through FY 2022/23). 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 fiscal year 2020-21 independent financial statement audit interim fieldwork started mid-June 2021 with the final phase scheduled to begin in August 2021. The issuance of the audited financial statements is targeted for October of 2021.

FY 2020-21 Bankruptcy Payments

The total bankruptcy liability balance as of May 31, 2021 was \$0.00. Upon approval of Resolution 579, Tri City issued final payments.

Mortgage Liability

As previously mentioned the remaining bankruptcy liabilities have been extinguished and as such, Tri-City management is turning our attention to the remaining mortgage liability which is due at the end of fiscal year 2021-22 (June 2022). Included in the Fiscal Year 2021-22 Operating Budget, management has included in the cash flow statements amounts of approximately \$771 thousand to pay off the entirety of the note as required by the current terms of the note. However, management has also begun to reach out to the current lender for preliminary quotes should Tri-City chose to refinance the note. Current terms being quoted range from 10 to 25 years with rates between 3.35% to 3.65%. Management will continue analyze options and bring recommendations forward for action in the near future.

MHSA Funding Updates

Estimated Current Cash Position – The following table represents a brief summary of the estimated current MHSA cash position as of the eleven months ended May 31, 2021 which includes estimates to project the ending cash balance at June 30, 2021.

	MHSA
Cash at May 31, 2021	\$ 25,920,462
Receivables net of Reserve for Cost Report Settlements	(582,763)
Prudent Reserves	(2,200,000) *
Estimated Remaining Expenses for Operations FY 2020-21	(940,659) **
Reserved for future CFTN Projects including TCG	(1,247,389)
Reserved for Future Housing Projects	- ****
Total Estimated Adjustments to Cash	(4,970,811)
Estimated Available at June 30, 2021	<u>\$ 20,949,651</u>
Remaining funds received in FY 2020-21	\$ 4,172,071 ***

* 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).

*** Represents MHSA receipts received in May and June 2021

**** In addition to the \$1.2 Million previously designed for housing, an additional \$1.6 Million was designated for housing, as approved at the May 15, 2019 Governing Board Meeting. Following the Governing Board Approval of the West Mission Housing Project and the approval of all the respective documents, the \$2.8 Million designed to this project, was transferred to the project project during the month of April 2021.

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MHSA Reversion

Each remittance of MHSA funds received by Tri-City is required to be allocated among three of the five MHSA Plans, CSS, PEI and INN. The first 5% of each remittance is required to be allocated to INN and the remaining amount is split 80% to CSS and 20% to PEI. While the WET and the CapTech plans have longer time frames in which to spend funds (made up of one-time transfers into these two plans), the CSS, PEI and INN plans have three years.

Amounts received within the CSS and PEI programs must be expended within three years of receipt. INN amounts must be programmed in a plan that is approved by the Mental Health Services Oversight and Accountability Commission (MHSOAC) within three years of receipt, and spent within the life of the approved program. Upon approval by the MHSOAC, INN amounts have to be expended within the life of said program. For example, a program approved for a five-year period will have the full five years associated with the program to expend the funds.

To demonstrate the three-year monitoring of CSS, PEI and INN dollars, the following table represents the funds as of a date in time, June 30, 2020, and the year in which they were received.

Remaining Funds as of June 30, 2020 (Per Audited Financial Statements)				
	CSS	PEI	INN	Total
	13,009,920	1,833,229	1,867,814	16,710,963
2016-17				-
2017-18			819,183	819,183
2018-19	5,535,602		556,900	6,092,502
2019-20	7,474,318	1,833,229	491,731	9,799,278
Total at 6/30/20	13,009,920	1,833,229	1,867,814	16,710,963
Estimated FY 2020-21 Expenditures per MHSA Plan				
	CSS	PEI	INN	
	10,712,194	2,217,534	316,438	

- The 2018-19 CSS remaining dollars, in the amount of \$5,535,602, are required to be spent by June 30, 2021 to avoid being subject to reversion. As demonstrated in the table above, anticipated expenditures in the CSS plan in fiscal year 2020-21 are designed to mitigate the risk of reversion.

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- The 2019-20 CSS remaining dollars, in the amount of \$1,833,229, are required to be spent by June 30, 2022 to avoid being subject to reversion. As demonstrated in the table above, anticipated expenditures in the PEI plan in fiscal year 2020-21 are designed to mitigate the risk of reversion.
- The 2017-18 INN remaining dollars as well as approximately 50% of the 2018-19 dollars are all part of the MHSOAC approved Help@Hand Program (formerly Tech Suite) which is expected to be completed December 2023, and as such these amounts are not at risk of reversion. The remaining 2018-19 amounts that are not associated with the Help@Hand program are required to be in an MHSOAC approved program by June 30, 2021 in order to avoid being subject to reversion. Additionally, the 2019-20 amounts are required to be in an MHSOAC approved program by June 30, 2022. Work groups and stakeholder meetings are currently underway to develop a plan to be presented to the MHSOAC for approval by the end of the fiscal year.

Attachments

Attachment 16-A: May 31, 2021 Unaudited Financial Statements

**TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF NET POSITION**

	AT MAY 31, 2021			AT JUNE 30, 2020		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
Current Assets						
Cash	\$ 7,384,528	\$ 25,920,462	\$ 33,304,989	\$ 7,395,355	\$ 23,736,461	\$ 31,131,816
Accounts receivable, net of reserve for uncollectible accounts \$460,600 at May 31, 2021 and \$543,736 at June 30, 2020	3,610,221	2,162,754	5,772,975	4,191,840	2,588,279	6,780,119
Total Current Assets	<u>10,994,748</u>	<u>28,083,216</u>	<u>39,077,964</u>	<u>11,587,195</u>	<u>26,324,740</u>	<u>37,911,935</u>
Property and Equipment						
Land, building, furniture and equipment	3,813,047	9,554,077	13,367,123	3,699,755	9,384,214	13,083,969
Accumulated depreciation	(2,508,314)	(3,770,278)	(6,278,592)	(2,403,631)	(3,434,225)	(5,837,856)
Total Property and Equipment	<u>1,304,733</u>	<u>5,783,798</u>	<u>7,088,531</u>	<u>1,296,123</u>	<u>5,949,989</u>	<u>7,246,112</u>
Other Assets						
Deposits and prepaid assets	71,209	601,525	672,734	70,955	491,199	562,154
Note receivable-Housing Development Project	-	2,800,000	2,800,000	-	-	-
Total Noncurrent Assets	<u>1,375,942</u>	<u>9,185,323</u>	<u>10,561,265</u>	<u>1,367,079</u>	<u>6,441,188</u>	<u>7,808,267</u>
Total Assets	<u>\$ 12,370,690</u>	<u>\$ 37,268,539</u>	<u>\$ 49,639,230</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 Resources	<u>\$ 15,147,431</u>	<u>\$ 37,268,539</u>	<u>\$ 52,415,971</u>	<u>\$ 15,731,015</u>	<u>\$ 32,765,928</u>	<u>\$ 48,496,943</u>
LIABILITIES						
Current Liabilities						
Accounts payable	364,590	855	365,444	235,067	188,826	423,893
Accrued payroll liabilities	558,405	38,750	597,155	561,169	80,419	641,589
Accrued vacation and sick leave	650,863	1,079,118	1,729,981	604,179	865,609	1,469,787
Reserve for Medi-Cal settlements	3,400,076	2,745,517	6,145,593	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>5,004,621</u>	<u>3,864,239</u>	<u>8,868,860</u>	<u>4,373,168</u>	<u>3,501,166</u>	<u>7,874,334</u>
Intercompany Acct-MHSA & TCMH	(685,447)	685,447	-	370,961	(370,961)	-
Long-Term Liabilities						
Mortgages and home loan	743,544	88,309	831,853	771,683	88,309	859,992
Net pension liability	5,462,528	-	5,462,528	5,462,528	-	5,462,528
Unearned MHSA revenue	-	7,412,311	7,412,311	-	276,421	276,421
Total Long-Term Liabilities	<u>6,206,072</u>	<u>7,500,620</u>	<u>13,706,692</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
Class 4 Unsecured Claim of LAC DMH	-	-	-	258,713	-	258,713
Total Liabilities Subject to Compromise	<u>-</u>	<u>-</u>	<u>-</u>	<u>656,064</u>	<u>-</u>	<u>656,064</u>
Total Liabilities	<u>10,525,247</u>	<u>12,050,306</u>	<u>22,575,552</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	530,501	5,783,798	6,314,299	493,753	5,949,989	6,443,742
Restricted for MHSA programs	-	19,434,435	19,434,435	-	16,204,682	16,204,682
Unrestricted	3,874,447	-	3,874,447	3,385,622	491,199	3,876,821
Total Net Position	<u>4,404,948</u>	<u>25,218,234</u>	<u>29,623,182</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>\$ 15,147,431</u>	<u>\$ 37,268,539</u>	<u>\$ 52,415,971</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
ELEVEN MONTHS ENDED MAY 31, 2021 AND 2020

	PERIOD ENDED 5/31/21			PERIOD ENDED 5/31/20		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
OPERATING REVENUES						
Medi-Cal FFP	\$ 3,506,490	\$ 3,117,002	\$ 6,623,492	\$ 3,394,948	\$ 2,927,200	\$ 6,322,149
Medi-Cal FFP FYE Prior Year	126,765	1,894	128,659	-	-	-
Medi-Cal SGF-EPSDT	890,258	703,500	1,593,757	940,366	692,738	1,633,104
Medi-Cal SGF-EPSDT Prior Year	(29,906)	15,202	(14,704)	-	-	-
Medicare	1,755	1,850	3,605	2,407	1,402	3,808
Contracts	20,000	26,314	46,314	110,895	26,424	137,319
Patient fees and insurance	1,562	-	1,562	2,414	-	2,414
Rent income - TCMH & MHSA Housing	29,434	84,892	114,326	30,695	76,794	107,489
Other income	1,844	443	2,287	1,785	539	2,324
Net Operating Revenues	4,548,201	3,951,097	8,499,298	4,483,509	3,725,097	8,208,606
OPERATING EXPENSES						
Salaries, wages and benefits	7,078,308	10,977,906	18,056,215	6,224,199	10,180,958	16,405,158
Facility and equipment operating cost	610,446	1,046,580	1,657,027	552,333	1,207,244	1,759,576
Client lodging, transportation, and supply expense	280,926	1,415,342	1,696,268	158,800	1,356,295	1,515,094
Depreciation	134,090	386,695	520,786	96,827	337,884	434,711
Other operating expenses	540,355	1,207,371	1,747,726	510,417	1,203,587	1,714,004
Total Operating Expenses	8,644,126	15,033,895	23,678,021	7,542,576	14,285,968	21,828,544
OPERATING (LOSS) (Note 1)	(4,095,925)	(11,082,798)	(15,178,723)	(3,059,067)	(10,560,871)	(13,619,937)
Non-Operating Revenues (Expenses)						
Realignment	3,790,455	-	3,790,455	3,471,588	-	3,471,588
Contributions from member cities & donations	70,236	-	70,236	70,236	-	70,236
MHSA funds	-	13,522,587	13,522,587	-	11,851,336	11,851,336
Grants and Contracts	585,268	-	585,268	-	-	-
Cares Act Stimulus & Telehealth	185,943	-	185,943	-	-	-
Interest Income	25,569	123,825	149,393	86,248	444,202	530,450
Interest expense	(36,633)	-	(36,633)	(38,126)	-	(38,126)
Gain on disposal of assets	660	8,750	9,410	508	8,731	9,238
Total Non-Operating Revenues (Expense)	4,621,499	13,655,162	18,276,660	3,590,453	12,304,269	15,894,722
INCOME (LOSS)	525,573	2,572,364	3,097,937	531,386	1,743,398	2,274,784
INCREASE (DECREASE) IN NET POSITION	525,573	2,572,364	3,097,937	531,386	1,743,398	2,274,784
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	\$ 4,404,948	\$ 25,218,234	\$ 29,623,182	\$ 3,760,415	\$ 22,985,481	\$ 26,745,896

(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
ELEVEN MONTHS ENDED MAY 31, 2021 AND 2020**

	PERIOD ENDED 5/31/21			PERIOD ENDED 5/31/20		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
Cash Flows from Operating Activities						
Cash received from and on behalf of patients	\$ 5,567,690	\$ 4,686,644	\$ 10,254,334	\$ 3,378,061	\$ 2,867,902	\$ 6,245,963
Cash payments to suppliers and contractors	(1,302,458)	(3,967,591)	(5,270,049)	(1,280,587)	(4,297,151)	(5,577,738)
Payments to employees	(7,034,389)	(10,806,066)	(17,840,455)	(6,133,880)	(9,956,458)	(16,090,338)
	<u>(2,769,156)</u>	<u>(10,087,013)</u>	<u>(12,856,169)</u>	<u>(4,036,406)</u>	<u>(11,385,707)</u>	<u>(15,422,112)</u>
Cash Flows from Noncapital Financing Activities						
MHSA Funding	-	13,997,664	13,997,664	-	9,788,267	9,788,267
CalHFA-State Administered Projects	-	35,690	35,690	-	-	-
Realignment	3,790,455	-	3,790,455	4,076,300	-	4,076,300
Contributions from member cities	70,236	-	70,236	70,236	-	70,236
Grants and Contracts	591,893	-	591,893	-	-	-
Cares Act Stimulus & Sierra Telehealth Funds	185,943	-	185,943	-	-	-
	<u>4,638,527</u>	<u>14,033,354</u>	<u>18,671,882</u>	<u>4,146,536</u>	<u>9,788,267</u>	<u>13,934,803</u>
Cash Flows from Capital and Related Financing Activities						
Purchase of capital assets	(142,700)	(220,505)	(363,205)	(164,152)	(249,902)	(414,054)
Principal paid on capital debt	(28,139)	-	(28,139)	(26,645)	-	(26,645)
Note receivable from Housing Development Project	-	(2,800,000)	(2,800,000)	-	-	-
Interest paid on capital debt	(36,633)	-	(36,633)	(38,126)	-	(38,126)
Intercompany-MHSA & TCMH	(1,056,407)	1,056,407	-	(860,619)	860,619	-
	<u>(1,263,879)</u>	<u>(1,964,098)</u>	<u>(3,227,977)</u>	<u>(1,089,543)</u>	<u>610,717</u>	<u>(478,826)</u>
Cash Flows from Investing Activities						
Interest received	39,084	193,008	232,091	103,068	519,336	622,404
Sale of investments	660	8,750	9,410	508	8,731	9,238
	<u>39,744</u>	<u>201,758</u>	<u>241,502</u>	<u>103,576</u>	<u>528,067</u>	<u>631,643</u>
Cash Flows from Reorganization Items						
Cash payments to Bankruptcy Class 3 and 4 Unsecured	(656,064)	-	(656,064)	(1,030,000)	-	(1,030,000)
	<u>(656,064)</u>	<u>-</u>	<u>(656,064)</u>	<u>(1,030,000)</u>	<u>-</u>	<u>(1,030,000)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(10,828)	2,184,001	2,173,173	(1,905,837)	(458,656)	(2,364,493)
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>\$ 7,384,528</u>	<u>\$ 25,920,462</u>	<u>\$ 33,304,989</u>	<u>\$ 5,577,528</u>	<u>\$ 23,990,552</u>	<u>\$ 29,568,081</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
ELEVEN MONTHS ENDING MAY 31, 2021
(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	\$ 3,828,870	\$ 3,880,169	\$ (51,299)	\$ 3,399,130	\$ 4,156,951	\$ (757,822)	\$ 7,228,000	\$ 8,037,121	\$ (809,121)
Medi-Cal FFP Prior Year	133,240	-	133,240	2,066	-	2,066	135,306	-	135,306
Medi-Cal SGF-EPSDT	965,838	1,465,907	(500,068)	767,175	968,270	(201,095)	1,733,013	2,434,177	(701,164)
Medi-Cal SGF-EPSDT Prior Year	(27,614)	-	(27,614)	16,578	-	16,578	(11,036)	-	(11,036)
Medicare	1,755	2,750	(995)	1,850	1,283	567	3,605	4,033	(428)
Patient fees and insurance	1,562	2,292	(730)	-	-	-	1,562	2,292	(730)
Contracts	20,000	18,333	1,667	26,314	-	26,314	46,314	18,333	27,981
Rent income - TCMH & MHSA Housing	29,434	32,083	(2,650)	84,892	101,246	(16,354)	114,326	133,329	(19,003)
Other income	1,844	1,192	652	443	-	443	2,287	1,192	1,095
Provision for contractual disallowances	(406,728)	(518,337)	111,609	(347,351)	(507,480)	160,130	(754,079)	(1,025,817)	271,738
Net Operating Revenues	4,548,201	4,884,390	(336,189)	3,951,097	4,720,271	(769,173)	8,499,298	9,604,660	(1,105,362)
OPERATING EXPENSES									
Salaries, wages and benefits	7,078,308	7,647,807	(569,499)	10,977,906	11,974,605	(996,698)	18,056,215	19,622,411	(1,566,197)
Facility and equipment operating cost	611,192	644,177	(32,985)	1,046,596	1,345,428	(298,832)	1,657,788	1,989,605	(331,817)
Client program costs	273,733	110,080	163,653	1,388,624	1,109,146	279,478	1,662,357	1,219,225	443,132
Grants	-	-	-	64,000	73,333	(9,333)	64,000	73,333	(9,333)
MHSA training/learning costs	-	-	-	93,619	142,093	(48,475)	93,619	142,093	(48,475)
Depreciation	134,090	83,971	50,119	386,695	329,319	57,377	520,786	413,290	107,496
Other operating expenses	546,803	666,918	(120,116)	1,076,454	1,241,978	(165,524)	1,623,257	1,908,896	(285,639)
Total Operating Expenses	8,644,126	9,152,953	(508,826)	15,033,895	16,215,902	(1,182,007)	23,678,021	25,368,855	(1,690,833)
OPERATING (LOSS)	(4,095,925)	(4,268,563)	172,638	(11,082,798)	(11,495,632)	412,834	(15,178,723)	(15,764,195)	585,471
Non-Operating Revenues (Expenses)									
Realignment	3,790,455	3,350,732	439,723	-	-	-	3,790,455	3,350,732	439,723
Contributions from member cities & donations	70,236	70,236	-	-	-	-	70,236	70,236	-
MHSA Funding	-	-	-	13,522,587	13,246,166	276,421	13,522,587	13,246,166	276,421
Grants and contracts	585,268	110,000	475,268	-	-	-	585,268	110,000	475,268
Cares Act Stimulus & Telehealth	185,943	-	185,943	-	-	-	185,943	-	185,943
Interest (expense) income, net	(11,065)	24,740	(35,805)	123,825	304,333	(180,509)	112,760	329,073	(216,313)
Other income-gain on disposal of assets	660	-	660	8,750	-	8,750	9,410	-	9,410
Total Non-Operating Revenues (Expense)	4,621,499	3,555,708	1,065,791	13,655,162	13,550,499	104,662	18,276,660	17,106,207	1,170,453
INCREASE(DECREASE) IN NET POSITION	\$ 525,573	\$ (712,855)	\$ 1,238,428	\$ 2,572,364	\$ 2,054,868	\$ 517,496	\$ 3,097,937	\$ 1,342,013	\$ 1,755,924

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
ELEVEN MONTHS ENDING MAY 31, 2021**

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 CFTN PROGRAMS)

Net Operating Revenues

Net operating revenues are lower than budget by \$1.1 million for the following reasons:

- 1 Medi-Cal FFP revenues for FY 2020-21** were \$809 thousand lower than the budget. Medi-Cal FFP revenues were \$51 thousand lower for TCMH and \$758 thousand lower for MHSA. At TCMH, the adult program revenues were higher than budget by \$339 thousand and the children program revenues were lower by \$390 thousand. For MHSA, the adult and older adult FSP programs were lower than budget by \$662 thousand and the Children and TAY FSP programs were lower by \$96 thousand. Additionally, as the results of the fiscal years 2013-14, 2015-16 and 2016-17 interim cost report settlements, a total of \$135 thousand in prior years Medi-Cal FFP revenues were recorded to the current year operations.
- 2 Medi-Cal SGF-EPSTD revenues for fiscal year 2020-21** were lower than budget by \$701 thousand of which \$500 thousand lower were from TCMH and \$201 thousand lower were from MHSA. As was mentioned above, however, a net adjustment of \$11 thousand in prior years Medi-Cal SGF-EPSTD revenues were recorded due to the fiscal years 2013-14, 2015-16 and 2016-17 interim cost report settlements. 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 Contract revenues** are higher than budget by \$28 thousand of which \$2 thousand higher was from TCMH and \$26 thousand higher was from MHSA. At TCMH, the higher revenues were due to the Bonita Unified School District contract. At MHSA, the higher contract 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 \$19 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 Road.
- 6 Other income** is \$1 thousand higher than budget.
- 7 Provision for contractual disallowances** for fiscal year 2020-21 is \$272 thousand lower than budget due to lower revenues.

Operating Expenses

Operating expenses were lower than budget by \$1.7 million for the following reasons:

- 1 Salaries and benefits** are approximately \$1.6 million lower than budget and of that amount, salaries and benefits are \$569 thousand lower for TCMH operations and are \$996 thousand lower for MHSA operations. These variances are due to the following:

TCMH salaries were lower than budget by \$134 thousand and benefits are lower than budget by \$435 thousand due to lower various insurances.

MHSA salaries are lower than budget by \$516 thousand. The direct program salary costs are lower by \$281 thousand due to vacant positions and the administrative salary costs are lower than budget by \$235 thousand. Benefits are lower than budget by \$480 thousand. Of that, health insurance is lower by \$261 thousand, retirement contributions are lower by \$138 thousand, workers compensation is lower by \$55 thousand and state unemployment is lower by \$53 thousand. These lower costs are offset by higher employer training costs.
- 2 Facility and equipment operating costs** were lower than budget by \$332 thousand. Facility and equipment operating costs were \$33 thousand lower for TCMH and \$299 thousand lower for MHSA.

**TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
ELEVEN MONTHS ENDING MAY 31, 2021**

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 CFTN PROGRAMS)

- 3 **Client program costs** are higher than the budget by \$443 thousand. This included a payment of \$396 thousand to the City of Pomona Hope for Home Year-Round Emergency Shelter for which the amount was budgeted and spread out throughout the fiscal year.
- 4 **Grants for fiscal year 2020-21** awarded under the Community Wellbeing project are lower than the budget \$9 thousand due to timing.
- 5 **MHSA learning and training costs** are lower than the budget by \$48 thousand.
- 6 **Depreciation** is higher than budget by \$107 thousand.
- 7 **Other operating expenses** were lower than budget by \$286 thousand of which \$120 thousand lower were from TCMH and \$166 thousand lower were from MHSA. At TCMH, attorney fee is lower than budget by \$61 thousand, personnel recruiting fee is lower by \$46 thousand, conference and mileage expenses are lower by \$8 thousand, office supplies and printing costs are all lower than the budget. These lower costs are slightly offset by higher IT related professional fee. For MHSA, professional fees are lower than the budget by \$141 thousand, attorney fees are lower by \$13 thousand, personnel recruiting fees are lower by \$39 thousand, conference and mileage reimbursement are lower by \$23 thousand. These lower costs are offset by higher dues and subscriptions and security expense.

Non-Operating Revenues (Expenses)

Non-operating revenues, net, are higher than budget by approximately \$1.2 million as follows:

- 1 **TCMH non-operating revenues** are \$1.1 million higher than the budget. Of that, realignment fund is higher than the budget by \$440 thousand. Contributions from member cities are in line with the budget. Grants and contracts are higher than the budget by \$475 thousand including the City of Pomona Measure H program, Pomona Vision 2030 Project, Pomona Rental Assistance program, Los Angeles County Covid-19 Community Equity Fund and Adverse Childhood Experiences grant. Additionally, Tri-City received approximately \$86 thousand from the Federal 2020 Stimulus Cares Act Relief Funds and \$100 thousand Telehealth Infrastructure funds from Community Mental Health Services Block Grant. Lastly, interest income netted with interest expense is lower than the budget by \$36 thousand.
- 2 **MHSA non-operating revenue** is \$276 thousand higher 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	\$ 10,712,194	\$ 10,712,194	\$ -
PEI funds received and available to be spent	2,217,534	2,217,534	-
WET funds received and available to be spent	-	-	-
CFTN funds received and available to be spent	276,421	-	276,421
INN funds received and available to be spent	316,438	316,438	-
Non-operating revenues recorded	<u>\$ 13,522,587</u>	<u>\$ 13,246,166</u>	<u>\$ 276,421</u>

CSS, PEI and INN recorded revenues are all in line with the budgets.

CFTN recorded revenue is higher than the budget by \$276 thousand. Funds are recognized as per Governing Board approval in May of Reso. 582 to cover the implementation costs of a new Electronic Health Record system and a new Client Referral Management platform.

Interest income for MHSA is lower than budget by \$181 thousand.

Other Non-Operating Revenues were from the trade-ins of three MHSA vehicles.

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
ELEVEN MONTHS ENDED MAY 31, 2021 AND 2020

	PERIOD ENDED 5/31/21			PERIOD ENDED 5/31/20		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
REVENUES						
Medi-Cal FFP, net of reserves	\$ 3,506,490	\$ 3,117,002	\$ 6,623,492	\$ 3,394,948	\$ 2,927,200	\$ 6,322,149
Medi-Cal FFP FYE Prior Year	126,765	1,894	128,659	-	-	-
Medi-Cal SGF-EPSDT	890,258	703,500	1,593,757	940,366	692,738	1,633,104
Medi-Cal SGF-EPSDT Prior Year	(29,906)	15,202	(14,704)	-	-	-
Medicare	1,755	1,850	3,605	2,407	1,402	3,808
Realignment	3,790,455	-	3,790,455	3,471,588	-	3,471,588
MHSA funds	-	13,522,587	13,522,587	-	11,851,336	11,851,336
Grants and contracts	605,268	26,314	631,583	110,895	26,424	137,319
Cares Act Stimulus & Telehealth	185,943	-	185,943	-	-	-
Contributions from member cities & donations	70,236	-	70,236	70,236	-	70,236
Patient fees and insurance	1,562	-	1,562	2,414	-	2,414
Rent income - TCMH & MHSA Housing	29,434	84,892	114,326	30,695	76,794	107,489
Other income	1,844	443	2,287	1,785	539	2,324
Interest Income	25,569	123,825	149,393	86,248	444,202	530,450
Gain on disposal of assets	660	8,750	9,410	508	8,731	9,238
Total Revenues	9,206,333	17,606,259	26,812,592	8,112,088	16,029,366	24,141,455
EXPENSES						
Salaries, wages and benefits	7,078,308	10,977,906	18,056,215	6,224,199	10,180,958	16,405,158
Facility and equipment operating cost	610,446	1,046,580	1,657,027	552,333	1,207,244	1,759,576
Client lodging, transportation, and supply expense	280,926	1,415,342	1,696,268	158,800	1,356,295	1,515,094
Depreciation	134,090	386,695	520,786	96,827	337,884	434,711
Interest expense	36,633	-	36,633	38,126	-	38,126
Other operating expenses	540,355	1,207,371	1,747,726	510,417	1,203,587	1,714,004
Total Expenses	8,680,760	15,033,895	23,714,655	7,580,702	14,285,968	21,866,670
INCREASE (DECREASE) IN NET POSITION	525,573	2,572,364	3,097,937	531,386	1,743,398	2,274,784
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	\$ 4,404,948	\$ 25,218,234	\$ 29,623,182	\$ 3,760,415	\$ 22,985,481	\$ 26,745,896

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.

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)



Tri-City Mental Health Authority MONTHLY STAFF REPORT

DATE: July 21, 2021

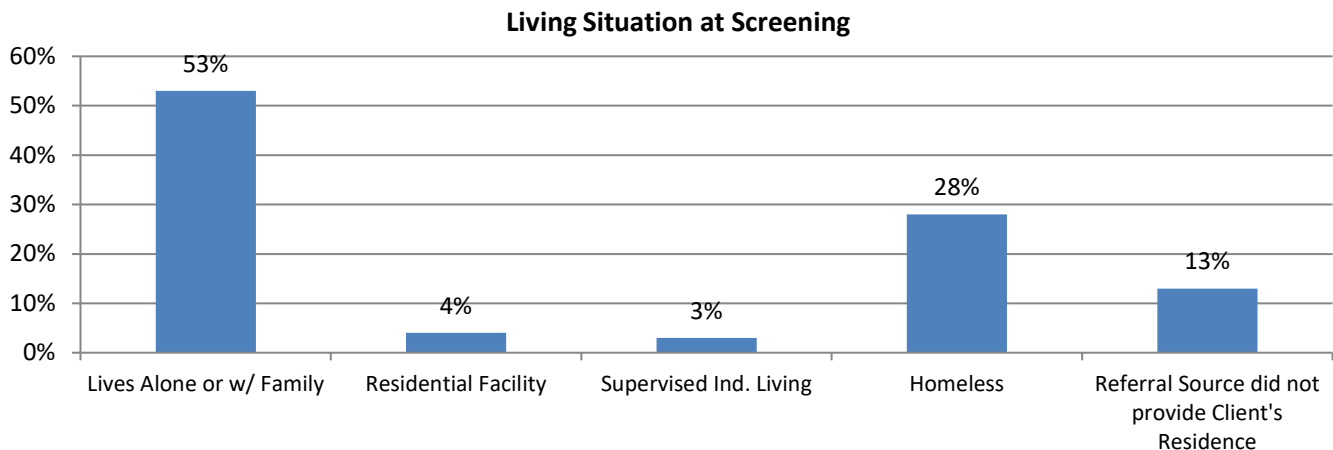
TO: Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director

FROM: Elizabeth Renteria, LCSW, Chief Clinical Officer

SUBJECT: Monthly Clinical Services Report

CLIENT CENSUS DATA

Each month, information and data will be shared about the services provided and the clients that have been supported. This month's data set comes from our electronic health record and highlights the living situation at screening for client's seeking services at Tri-City Mental Health Authority.



NEW INITIATIVE!

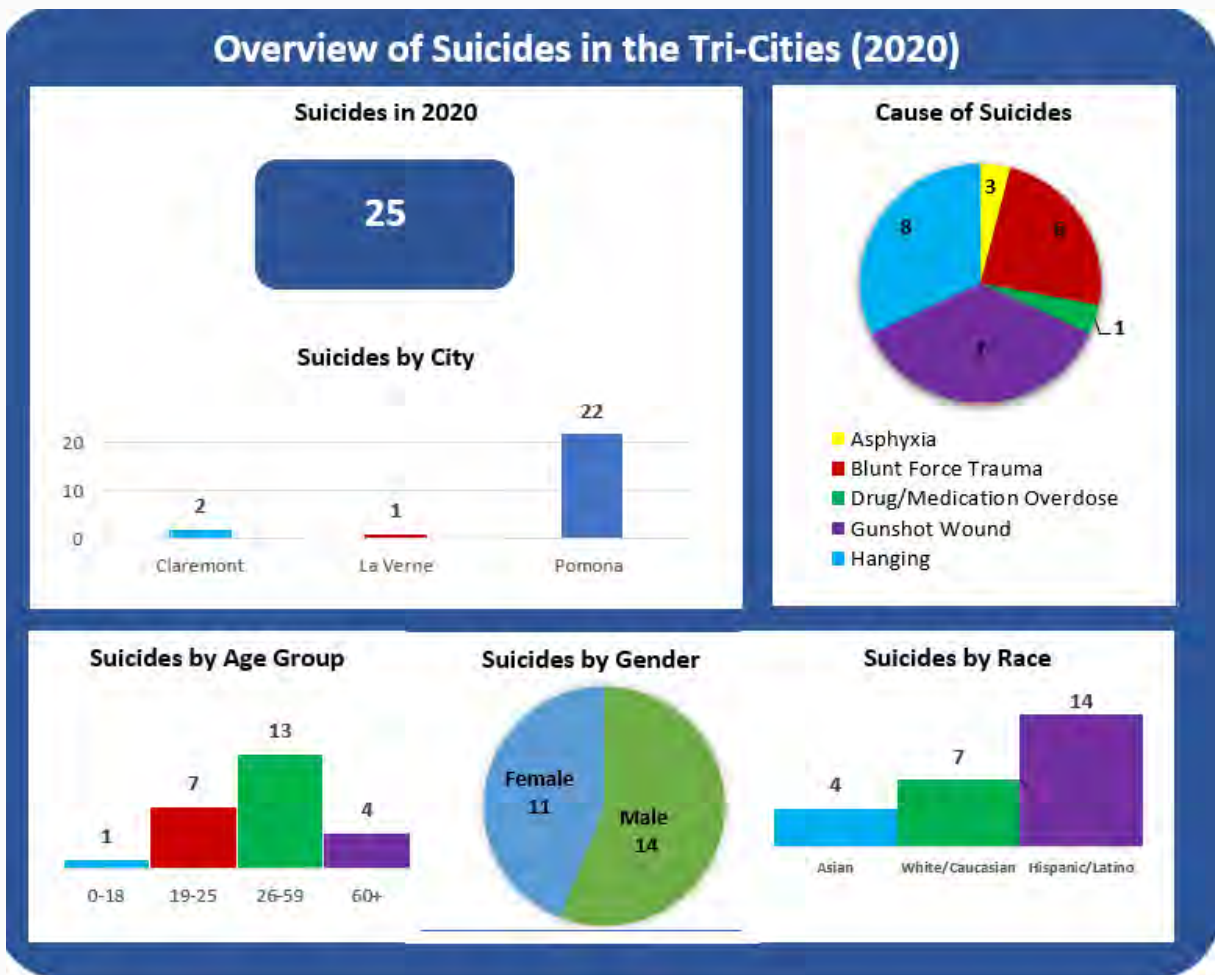
The Medical, Best Practices and Clinical teams are working together on implementing Zero Suicide at Tri-City Mental Health. Zero Suicide is a way to improve suicide care within health and behavioral health systems through system wide changes that include better tracking and treatment of individuals experiencing suicidal thoughts or behaviors. Per the Zero Suicide website: "The foundational belief of Zero Suicide is that suicide deaths for individuals under the care of health and behavioral health systems are preventable. For systems dedicated to improving patient safety, Zero Suicide presents an aspirational challenge and practical framework for system-wide transformation toward safer suicide care." Recent research indicates that comprehensive implementation of the Zero Suicide model is associated with lower suicidal behaviors of patients under care, according to the findings of a 2021 study by Deborah M. Layman, et al. The authors used cross-section analysis to examine fidelity to the Zero Suicide model in 110 outpatient mental health clinics in New York over a one-year period.

AGENDA ITEM NO. 17

The Tri-City Zero Suicide Implementation team is in the planning and data gathering phase of the project. Updates on progress to come in subsequent reports.

For more information on Zero Suicide please visit the website:
<https://zerosuicide.edc.org/>.

Below find suicide data for the Tri-Cities area for 2020.



STAFFING SHORTAGES

Clinical teams are working to meet the needs of clients amidst staffing shortages by adding more treatment groups to the service array. Groups will focus on addressing common clinical presentations such as depression, anxiety, and trauma.

ACCESS TO CARE

There was a total of 221 service requests made for adults in the month of June. In terms of request type, 24 were walk-in service requests, 165 were called-in, there were 28 SRTS referrals, there were 4 in- writing referrals and 0 FSP/FCCS referral. There was a total of 35 service requests that were hospital discharges. There were 16 referrals received from IOET for adults. Most service requests were called in over the phone at 74.66% (165) which is now the preferred method of processing service requests due to COVID-19.

There was a total of 143 intakes initiated by staff during the month of June for both adults and children by the following departments: ATC, AOP, COP, FSP, SPT, and IOET. There were approximately 12 individuals that did not meet medical necessity during initial assessment.

Access to Care clinicians initiated a total of 88 intakes which is 61% of the total number of intakes initiated for the month of June for the entire agency.

Below is a breakdown of dispositions based on the 221 service requests received for June/2021:

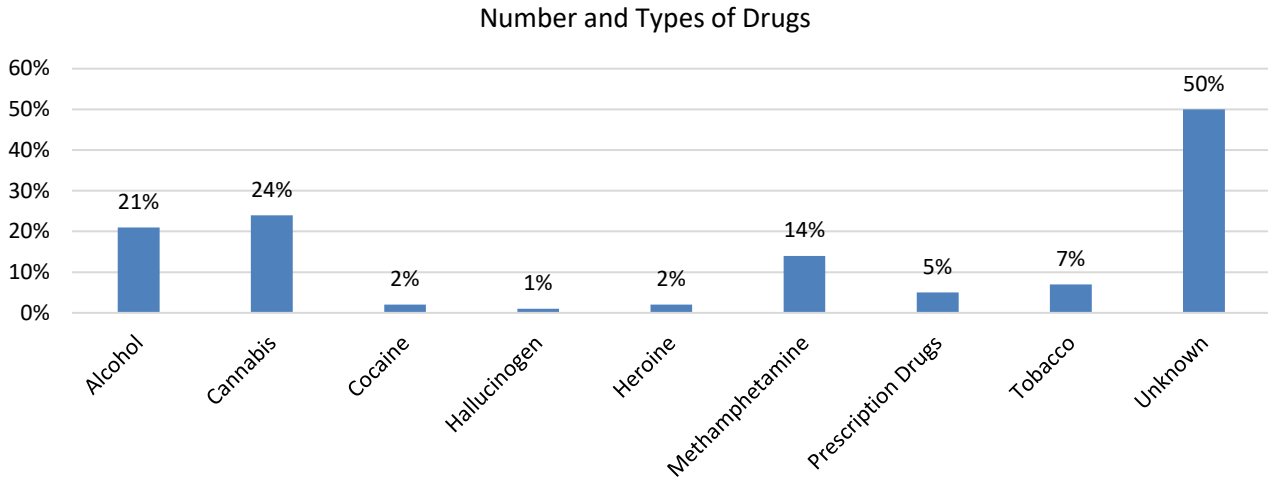
- 179 (80.99%) Initial appointment given.
- 1 (.45%) Crisis/5150-5585 (i.e., put on hold during service request process).
- 11 (4.97%) Individual/collateral declined services.
- 5 (2.26%) Referred back to private insurance.
- 12 (5.42%) Referred to another MH agency.

13 (5.88%) Unable to contact individual/collateral

There was a total of 43 service requests received at the Royalty location for children and TAY in the month of June. Of the 43 service requests, 4 were walk-ins, 27 were called-in, 10 were in-writing referrals, 1 was an FSP referral and 1 was an SRTS referrals. There were 4 hospital discharges and 0 referrals from IOET.

CO-OCCURRING SUPPORT TEAM

The Co-Occurring Support Team has been providing additional support and outreach to individuals experiencing substance abuse by attending the Mobile Vaccine Clinic/Pop UP Clinic and assisting walk-ups participants with substance abuse resources and linkages in the community. Of the 111 completed adult intakes to Tri-City Mental Health in June 2021, a total of 46 were identified as having a co-occurring substance abuse disorder. Below is a breakdown of the most frequently reported substances used by clients of Co-Occurring Team.



CLINICAL WELLNESS ADVOCATES TEAM

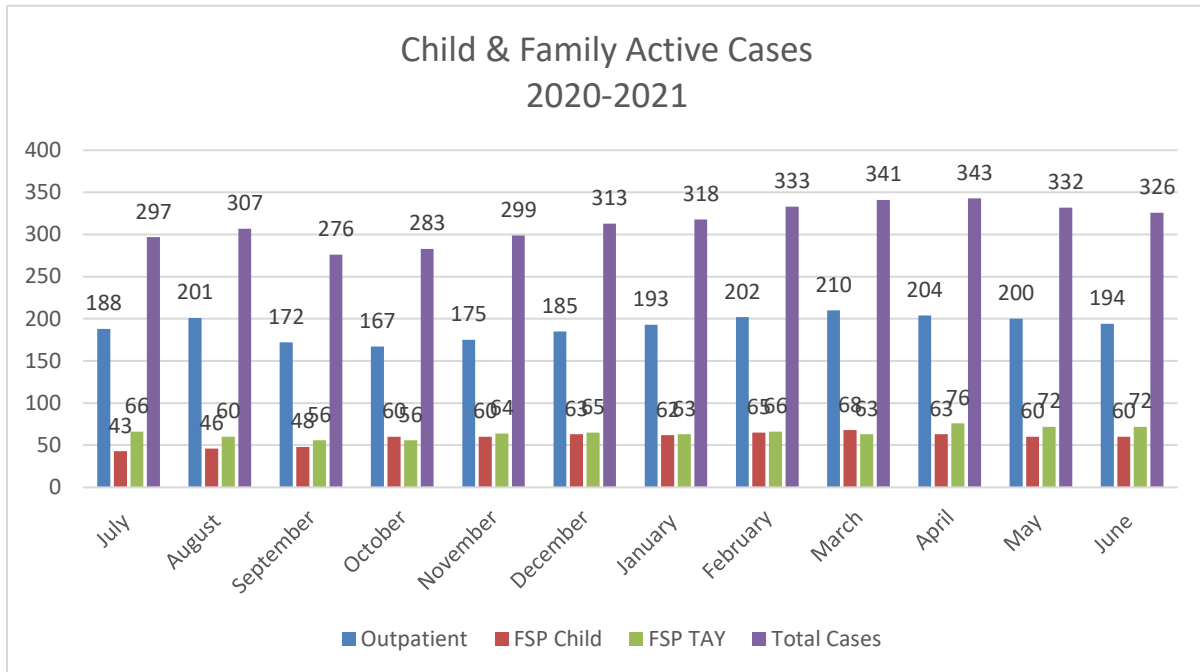
Census on the Clinical Wellness Advocate team remain consistent at 119. Clinical Wellness advocates are facilitating a support group for parents along with staff from the Child and Family Services Team, to address parental isolation and stress.

CHILD AND FAMILY SERVICES

The number of total intakes this month slightly increased from 29 to 33 this month, yet the total number of cases decreased this month from 332 to 326. There was a total of 28 cases that were closed this month for clients meeting care objectives. Referrals from school partners decreased by 20 in June from previous month. School Partnership Team is working on outreach efforts to schools.

The children's team is working with local school partners to bring a series of parenting workshops to address the specific needs students returning to school in the fall. Topics will include managing anxiety, establishing routines and planning for success.

Cases Overview: Active, Intakes & Closings



**Data Provided by QA as of 7/1/2021*

ADULT SERVICES

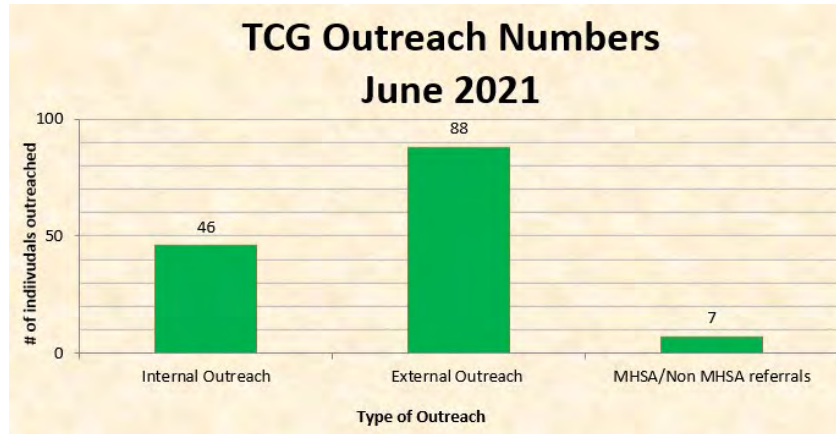
Adult Services processed four new Full-Service Partnership referrals in the month of June. Currently, there are 29 clients receiving housing support through Hope for Home. Adult program team staff have also offered additional sessions of Foundation for Recovery groups to manage the increase in need for services and address staffing shortages.

THERAPEUTIC COMMUNITY GARDEN (TCG)

On June 30th, TCG staff completed a presentation for the Pomona Unified School District; Family Activities Group to reach Transitional Age Youth. This outreach opportunity allowed the team to share the various services offered through The Therapeutic Community Garden and Tri-City Mental Health Services. Twelve participants were in attendance, and many expressed interests in participating in the TCG virtual groups. Historically, Transitional Age Youth (TAY) and their families have been among the most underserved communities; through these and other collaborations, the team hopes to engage more community members. TCG staff will continue to engage the TAY participants and their families in services.



Above: Sunflowers from The Therapeutic Community Garden; June 2021.



Above: Outreach numbers for June 2021.

SUCCESS STORY

Adult Outpatient Program

This month's success story comes from the Adult Outpatient Program and demonstrates the importance of collaboration with other departments in Tri-City and how treatment impacts housing stability. An adult male in his thirties with a long history of utilization of mental health and housing services was referred to the adult program. Initially client struggled to attend treatment consistently due to the severity of his symptoms. His treatment team which consisted of a clinician, mental health specialist, psychiatrist, clinical wellness advocate and staff from the housing department, devised an outreach plan to encourage client to participate more fully in his care. Client was placed in permanent housing and while he struggled with housing rules initially the treatment team convened again and developed a supportive plan that helped client to be successful in his housing placement. With support of treatment team client has maintained housing and is fully engaged in services with the Adult Outpatient program.



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: July 21, 2021

TO: Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director

FROM: Seeyam Teimoori, M.D., Medical Director

SUBJECT: Monthly Medical Director Report

**TRI-CITY INTENSIVE OUTREACH AND ENGAGEMENT TEAM (IOET), P.A.C.T., AND
SUPPLEMENTAL CRISIS SERVICES ENGAGEMENTS**

IOET Program

- Number of all new outreach= 69
- Number client given intake appointments= 57
- Number of clients opened= 23
- Total number of ALL clients outreached= 194
- Total number of homeless served= 121
- Percentage of clients outreached that are homeless= 62%

Service area:

- Pomona= 173
- Laverne= 8
- Claremont= 13
- Total= 194

Health Issues:

- Number of initial health assessments completed= 15
- Number of clients linked to PCP appointments with IOET LPT= 13

Supplemental Crisis Calls

- Number of calls received= 20
- Service Area
- Pomona= 8
- Laverne= 0
- Claremont= 2
- Outside service area= 10

Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director
Monthly Staff Report of Seeyam Teimoori, M.D.
July 21, 2021
Page 2

P.A.C.T.

- Number of new individuals added for the month= 38
- Number of closed individuals for the month= 66
- Number of holds written for the month= 5 holds

SUCCESS STORY

During the month of June, the Intensive Outreach and Engagement Team (IOET) was able to connect an individual to the weekly medical pop-up clinic under the care of Dr. Ramos (Pomona Valley Hospital family medicine faculty). This was a major accomplishment, as the IOET has been outreaching this individual over the course of the past two years. This individual has been unsheltered for many years and has consistently declined to seek assistance with his medical and mental health needs; partly out of fear of navigating the behavioral health care system. Eventually, the IOET was able to transport the individual to the pop-up clinic where at first, he simply watched Dr. Ramos and the residents triage individuals for a few weeks. Finally, on 6/22/21, he was willing to receive a medical evaluation; something which he reported he had not done in "many years." The individual reported having a positive experience and felt that he was ready to validate a service request for mental health services. The IOET assisted with linkage to the Access to Care Department and he was given an intake appointment for mental health services. The IOET will continue to provide supportive services until fully enrolled at Tri City Mental Health.



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: July 21, 2021

TO: Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director

FROM: Rimmi Hundal, MHSA/Ethnic Services Director

SUBJECT: Monthly MHSA/Ethnic Services Report

ETHNIC SERVICES

Since 2008, July has been known and celebrated as “Bebe Moore Campbell National Minority Mental Health Month,” (better known today as simply Minority Mental Health Month or BIPOC Mental Health Month). BIPOC stands for “Black, Indigenous, Persons of Color”. This national observation was created to bring awareness and focus to the obstacles and struggles that minorities face in caring for their mental health and in honor and remembrance of a phenomenal woman, Bebe Moore Campbell. During this time, we would like to recognize the importance of mental health within all communities, the barriers that our community members face, and the stigma that comes along with it.

Bebe was the co-founder of the Urban Los Angeles chapter of NAMI (National Alliance on Mental Illness). She was a longtime advocate for individuals from diverse communities for mental health education, access, and support. “People of color, particularly African Americans, feel the stigma more keenly. In a race-conscious society, some don’t want to be perceived as having yet another deficit,” said Bebe.

As we continue to live in a time of social injustice, racial inequity, prejudice, and a worldwide pandemic – we are all faced with the reality that mental health awareness should not be confined to an occasion, but something that should be freely discussed and addressed any day of the year. So, as we all come together to learn from each other and add new resources to our wellness toolkits, let’s remember that we can take the lessons we learn this month and apply them to our daily lives.

Our Cultural Inclusion and Diversity Committee has planned some events, including a webinar for this month. On Thursday, July 22, at 3pm Tri-City will host “BIPOC Mental Health: The Impact of Trauma”. Here is the event flyer which includes the registration link:

https://tricitymhs.org/images/events/2021/07-22-21_BIPOC_Mental_Health_Impact_of_Trauma.pdf

Tri-City's various advisory councils continue to meet monthly and have active participation of both Tri-City staff and community representatives. Some of this month's highlights include:

- The African American Family Wellness Advisory Council (AAFWAC) is creating virtual tour of the African American Museum of Beginnings this month and will be shared on Tri-City's social media accounts.
- AAPI Advisory council is discussing ancient myths regarding mental health and how the perception of mental health is not necessarily a modern tradition but stemming from the days of our ancestors. More information will be shared in the coming months.
- The co-chairs of Rainbow Advisory Council are attending the monthly meetings of the Pomona Pride Center.
- Rainbow Council is hosting a webinar on, "What it means to be an ally for the LBGTQ+ communities" on July 29th at 4pm.
- Adelante is collaborating with the Rainbow Advisory Council to educate the Latin and Hispanic communities on the use of the word – Latinx as opposed to Latino/Latina.

WORKFORCE EDUCATION AND TRAINING (WET)

During the month of June, the WET department staff made two presentations encouraging future workforce candidates to consider Community Mental Health generally and Tri-City Mental Health specifically as a possible employment path at the following locations:

- On June 15th, at the Compass Resource Fair held by David & Margaret directed toward youth transitioning out of the Foster-Care system.
- On June 28th, for the current graduating class of future Marriage and Family Therapists at Cal Poly Pomona.

Generally, Tri-City Mental Health's social media reach was lower compared to the previous month. Due to May being Mental Health Awareness Month, there was more activity on the various sites.

- Tri-City reached 653 people on Facebook.
- On Instagram, Tri-City reached 283 people and
- On Twitter, Tri-City made 1,784 impressions.

Staff trainings offered this past month included:

- On June 2nd, 38 members of the staff received a training on a Stress and Resilience Intervention hosted by the Early Life Stress and Resilience Program. The training focused on how county staff can support the public using a crisis support intervention. It was developed based on evidence-based practices for stress including Psychological First Aid (PFA), Skills for Psychological Recovery (SPR) and Cue-Centered Approaches (CCA).

- On June 24th, 25 staff participated in the final restorative practice session entitled Release and Restore: A Restorative Practice for Vicarious Trauma.
- Tri-City staff completed 158 hours of training using our online learning platform, Relias representing 108 completed courses.

WELLNESS CENTER

The Wellness Center will host a Senior Summer Camp/Senior Retreat starting from July 19th until August 12th. There will be activities for each week with a different theme. Senior adults, aged 55+, can participate in some on their own time and there will also be an in person/virtual meeting on Thursdays from 12pm until 1pm. The meeting will create an opportunity to share and discuss the activities. This retreat is designed to increase social interactions among older adults. Many senior adults reported feeling isolated during Covid-19 and that they missed the interactions with their peers. This retreat will serve as a social event to keep seniors connected; as well as a place to learn coping skills to help reduce anxiety and depressive symptoms that have increased due to the pandemic.



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: July 21, 2021

TO: Governing Board of Tri-City Mental Health Center
Toni Navarro, LMFT, Executive Director

FROM: Natalie Majors-Stewart, Chief Compliance Officer

SUBJECT: Monthly Best Practices Report

COMPLIANCE PROGRAM

The Department of Health Care Services (DHCS) will be conducting their first program review (audit) of the Authority's (TCMHA) Mental Health Services Act (MHSA) Program. The goal of the DHCS program review is to determine the agency's level of compliance with regulations, statutes, and performance contract.

The program review will be done as an *internal desk review*, which will include a review of certain required documents. An *internal desk review* will be done as opposed a *standard onsite-review*, due to auditing and oversight modifications (by DHCS), as a result of COVID limitations.

The program review commenced after the submission of the following documents to DHCS, in July 2021: 1) The FY 2017-20 Three-Year Program and Expenditure Plan and 2) The FY 2019-20 Annual Update. As part of the program review, other documents may be requested by DHCS, and will be submitted as requested.

Upon completion of the internal desk review, DHCS will hold with a teleconference with the agency on September 21, 2021. At that time, DHCS will review the outcomes of the review and provide a Performance Contract Review (PCR) report (if applicable), which will detail the outcome of the review. A Plan of Correction (POC) will be required for all findings, which will need to be submitted to DHCS and will be posted on the DHCS website.

Outcomes and results of the MHSA program review will be shared with the Governing Board.

POLICY DEVELOPMENT

Policy, procedure, and protocol enhancements are in development, with the goal of providing more definitive clarification and comprehensive guidance on how to request, approve, disburse, and track Mental Health Services Act (MHSA) funds that are allocated for *non-mental health services and supports* (NMHSS) expenditures.

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NMHSS expenditures are for the purpose of supporting a client's recovery and includes items such as food, clothing, housing Supports, costs for certain treatments, etc.

Based on predicted post COVID economic strains, it is expected that we will continue to experience increases in individuals needing and seeking NMHSS and therefore it is essential to fortify our current policies and procedures.

The expectation is these strategically planned policy enhancements will help: 1) Maximize the use of funds for clients, 2) Ensure fairness and equity in the process, 3) Streamline workflow and expedite the disbursement of the needed support 4) Stay on track with meeting target budget projections and goals, and 5) Mitigate risks of waste, misuse, and non-compliance.



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: July 21 2021

TO: Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director

FROM: Ken Riomales, Chief Information Officer

SUBJECT: Monthly Information Technology Report

I.T. Operations:

- I.T. Procurement
 - Wireless Bill (Verizon) – I.T. was able to renegotiate our current rate with Verizon to provide for a baseline discount of 22% for Tri-City lines. Additionally, we streamlined service plans to help mitigate fluctuations in monthly spend.
 - Print Service Review – I.T. is facilitating a full Agency walk-through to recalibrate the print needs of the organization. The goal is to determine the appropriate level of support/services needed from our vendor so that it aligns with the current onsite state of our workforce.
- I.T. process improvement is on-going. Areas of I.T. process improvement include:
 - Tri-City I.T. Service Desk Kaizen Burst – I.T., under the guidance of the CIO, Ken Riomales, who is LEAN certified will be holding a Kaizen Burst with the goal of process improving the way the I.T. service desk is managed. This will include the following items:
 - Redefining Service Levels that better align with the current needs of the Agency (i.e. Break/Fix Issues vs. Service Requests)/
 - Redefine Service Level Agreements for response/resolution.
 - Clarify/Establish approval gates.
 - Improve Customer Service

The goal of the Kaizen is to improve productivity, efficiency, and client satisfaction.

I.T. Security:

- In alignment with Tri-City’s purchasing policy, Tri-City I.T. evaluated and received proposals from six (6) security vendors for the purposes of conducting a security assessment for the Agency. Per the Tri-City purchasing policy, in a competitive bid process with at least three (3) bids, the Executive Director has authority to sign if contract is under \$25K.
- Each vendor was evaluated based on proposed scope of work, presentation impressions, and cost (See High-Level Comparison below).

Vendor Name	Presentation Score (Score of 1-5, 5 being the highest)*	Scope of Work Score (Score of 1-5, 5 being the highest)**	Cost
Dyopath	4	4	\$19,445.50
NetSpi	3	4	\$50,345
SecureWorks	1	2	\$56,842.11
IBM	3	2	\$75,978
Insight (Stacktitan)	2	2	\$114,794
Nettitude	4	5	\$39,000

After careful consideration, Dyopath was selected as it was felt that they best addressed the needs of the Agency. The contract is currently being reviewed by Legal. Assuming no major obstacles, work is anticipated to begin in August and will span 4-6 weeks. A formal Executive Summary will be provided at the end of the assessment for review.

The overall goal of the assessment is to measure the security resiliency of the Agency, as well as identify gaps in coverage. With the Executive Summary in hand, the Tri-City I.T. team will be able to properly address vulnerabilities and ensure proper I.T. security compliance.

Project Management

The following are updates to the high priority projects (but not exclusive) under the purview of I.T.:

- Cerner Implementation – Natalie Stewart-Majors and Ken Riomales will be the Project Leads and are currently in communication with Cerner to begin implementation planning. Next Steps: Solidify Tri-City Implementation Team and attend Cerner Kick-Off Workshops (the workshops are a series of meetings designed to prepare Tri-City for our implementation).

- UniteUs Implementation – Ken and Toni met with Eric to level set and begin implementation conversations. Next Steps: UniteUs to assign a dedicated resource to Tri-City’s implementation. I.T will lead the project. Estimated implementation timeline is to be determined.
- RingCentral Unified Communication Rollout. In collaboration with Best Practices team. A project plan and timeline have been developed with work currently under way. Tentative enterprise go-live date is end of September 2021.
- PC Hardware Refresh – Due to delays as a result of Covid, the hardware refresh schedule has fallen out of sync. Course correction is underway with the remaining hardware scheduled for deployment by no later than end of July 2021.