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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, SEPTEMBER 15, 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 JULY 21, 2021 GOVERNING BOARD REGULAR MEETING**

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of July 21, 2021.”

2. CONSIDERATION OF RESOLUTION NO. 604 ESTABLISHING CLASS SPECIFICATION AND SALARY RANGE FOR THE POSITION OF DIVERSITY EQUITY AND INCLUSION COORDINATOR POSITION; AND REVISING THE AUTHORITY’S CLASSIFICATION AND SALARY SCHEDULE TO REFLECT THIS CHANGE EFFECTIVE SEPTEMBER 15, 2021

Recommendation: “A motion to adopt Resolution No. 604 establishing and adding the position of Diversity Equity and Inclusion Coordinator to Tri-City’s Classification and Salary Schedule effective September 15, 2021.”

3. CONSIDERATION OF RESOLUTION NO. 605 RATIFYING THE ADOPTION OF THE TRI-CITY MENTAL HEALTH AUTHORITY MANDATORY COVID-19 VACCINE POLICY AND PROCEDURE NO. I.21 EFFECTIVE AUGUST 27, 2021

Recommendation: “A motion to adopt Resolution No. 605 ratifying Mandatory COVID-19 Vaccination Policy and Procedure No. I.21 Effective August 27, 2021.”

NEW BUSINESS**4. CONSIDERATION TO APPROVE THE MEMBERSHIP OF CLARENCE D. CERNAL, ISABELLA ADAN CHAVEZ, AND NICHOLE PERRY TO THE TRI-CITY MENTAL HEALTH COMMISSION FOR THREE YEARS BEGINNING SEPTEMBER 15, 2021**

Recommendation: “A motion to approve the Membership of Clarence Cernal, Isabella Chavez, and Nichole Perry to the MHC for three years beginning September 15, 2021.”

5. **CONSIDERATION OF RESOLUTION NO. 606 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE BONITA UNIFIED SCHOOL DISTRICT (BUSD) TO PROVIDE DROP-IN MENTAL HEALTH SERVICES TO STUDENTS IN ITS DISTRICT**

Recommendation: “A motion to adopt Resolution No. 606 approving the MOU with the BUSD and authorizing Executive Director to execute the MOU.”

6. **CONSIDERATION OF RESOLUTION NO. 607 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A THREE-YEAR AGREEMENT WITH THE POMONA UNIFIED SCHOOL DISTRICT (PUSD) TO PROVIDE MENTAL HEALTH SERVICES TO CERTAIN DISTRICT’S STUDENTS AND THEIR FAMILIES IDENTIFIED AND REFERRED BY THE DISTRICT**

Recommendation: “A motion to adopt Resolution No. 607 approving an Agreement with the PUSD for services to be provided from September 15, 2021 through June 30, 2024 and authorizing Executive Director to execute it.”

7. **CONSIDERATION OF RESOLUTION NO. 608 APPROVING AN AMENDMENT TO MHSA ANNUAL UPDATE FY 2021-22 AUTHORIZING THE TRANSFER OF FUNDS IN THE AMOUNT OF \$1,300,000 FROM COMMUNITY SERVICES AND SUPPORTS (CSS) PLAN TO THE CAPITAL FACILITIES AND TECHNOLOGY NEEDS (CFTN) AND WORKFORCE EDUCATION & TRAINING (WET) PLANS**

Recommendation: “A motion adopt Resolution No. 608 approving the Amendment to the MHSA Annual Update FY 2021-22 authorizing the transfer of funds from the CSS Plan in the amount of \$400,000 to CFTN Plan and \$900,000 to WET Plan.”

8. **CONSIDERATION OF RESOLUTION NO. 609 ADOPTING THE TRI-CITY MENTAL HEALTH AUTHORITY SIGN-ON BONUS POLICY AND PROCEDURE NO. II.22 EFFECTIVE SEPTEMBER 15, 2021**

Recommendation: “A motion to adopt Resolution No. 609 approving the Authority’s Sign-on Bonus Policy and Procedure No. II.22 Effective September 15, 2021.”

9. **CONSIDERATION OF RESOLUTION NO. 610 ADOPTING THE TRI-CITY MENTAL HEALTH AUTHORITY LONGEVITY PAY POLICY AND PROCEDURE NO. II.23 EFFECTIVE SEPTEMBER 15, 2021**

Recommendation: “A motion to adopt Resolution No. 610 approving the Authority’s Longevity Pay Policy and Procedure No. II.23 Effective September 15, 2021.”

10. **CONSIDERATION OF RESOLUTION NO. 611 AUTHORIZING THE EXECUTIVE DIRECTOR TO PAY THE APPROXIMATE MORTGAGE BALANCE OF \$807,000 FOR THE AUTHORITY’S CLINIC BUILDING LOCATED AT 2008 NORTH GAREY AVENUE IN POMONA, CALIFORNIA**

Recommendation: “A motion to adopt Resolution No. 611 authorizing the Executive Director to pay the mortgage balance in accordance with the current terms of the note for property located at 2008 N. Garey Avenue in Pomona, CA.”

MONTHLY STAFF REPORTS

11. **TONI NAVARRO, EXECUTIVE DIRECTOR REPORT**
12. **DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT**
13. **LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT**
14. **SEYAM TEIMOORI, MEDICAL DIRECTOR REPORT**
15. **RIMMI HUNDAL, DIRECTOR OF MHSA AND ETHNIC SERVICES REPORT**
16. **NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT**
17. **KEN RIOMALES, CHIEF INFORMATION OFFICER REPORT**

Recommendation: “A motion to receive and file the month of September 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, October 20, 2021 at 5:00 p.m.**, via teleconference* due to the COVID-19 pandemic.

*If AB-361 (Open meetings: state and local agencies: teleconferences) is not adopted, then the Board will meet in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

MICAELA P. OLMOS
JPA ADMINISTRATOR/CLERK



MINUTES

REGULAR MEETING OF THE GOVERNING BOARD JULY 21, 2021 – 5:00 P.M.

The Governing Board held on Wednesday, July 21, 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 Vice-Chair Leano called the meeting to order at 5:00 p.m.

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

GOVERNING BOARD

PRESENT: Jed Leano, City of Claremont, Vice-Chair
Carolyn Cockrell, City of La Verne, Board Member
Paula Lantz, City of Pomona, Board Member (joined the meeting at 5:06 pm)
John Nolte, City of Pomona, Board Member (joined the meeting at 5:02 pm)
Elizabeth Ontiveros-Cole, City of Pomona, Board Member
Ronald T. Vera, City of Claremont, Board Member
Yvonne Duran, City of La Verne, Alternate Board Member

ABSENT: Robin Carder, City of La Verne, 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: AYES: Alternate Board Member Duran; Board Members Cockrell, Nolte, Ontiveros-Cole, and Vera; and Vice-Chair Leano. NOES: None. ABSTAIN: None. ABSENT: Commissioner Lantz and Chair Carder.

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

Executive Director Navarro expressed being pleased to announce that Joan Reyes, Wray Ryback, and David Weldon submitted their application to renew their membership with the Tri-City Mental Health Commission; expressed gratitude for the service noting that the Commission has been extremely active and engaged in doing some really wonderful things; and stated that she looks forward to working with them for another three years.

There being no further comment, Board Member Nolte moved, and Board Member Cockrell seconded, 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. The motion was carried by the following vote: AYES: Alternate Board Member Duran; Board Members Cockrell, Nolte, Ontiveros-Cole, and Vera; and Vice-Chair Leano. NOES: None. ABSTAIN: None. ABSENT: Commissioner Lantz and Chair Carder.

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

At 5:06 p.m., Board Member Lantz joined the meeting.

Chief Financial Officer Acosta stated that staff was seeking governing board approval to allow for a 3% Cost Of Living Adjustment (C.O.L.A.) for a staff. She explained that at the beginning of the pandemic, a decision was made to not consider offering any type of merit increase due to the uncertainty; however, now it would be appropriate to allow for 3% C.O.L.A. increase.

There being no further comment, Board Member Vera moved, and Board Member Lantz seconded, to adopt Resolution No. 597 establishing a revised Classification and Salary Schedule for Tri-City Mental Health Authority reflecting a 3% C.O.L.A. increase effective July 1, 2021. The motion was carried by the following vote: AYES: Alternate Board Member Duran; Board Members Cockrell, Lantz, Nolte, Ontiveros-Cole, and Vera; and Vice-Chair Leano. NOES: None. ABSTAIN: None. ABSENT: Chair Carder.

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

Chief Financial Officer Acosta reported that management was recommending an essential worker bonus in the amount of \$500, which will represent a small token of appreciation, for all the Tri-City staff who have been with Tri-City during those difficult times of the pandemic and having to deal with different changes required of them.

There being no further comment, Board Member Nolte moved, and Alternate Board Member Duran seconded, to adopt Resolution No. 598 approving the Tri-City Mental Health Authority Essential Worker Bonus effective July 21, 2021. The motion was carried by the following vote: AYES: Alternate Board Member Duran; Board Members Cockrell, Lantz, Nolte, Ontiveros-Cole, and Vera; and Vice-Chair Leano. NOES: None. ABSTAIN: None. ABSENT: Chair Carder.

10. 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 \$1,654,706, WITH AN OPTION TO EXTEND TWO ADDITIONAL YEARS; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT

Executive Director Navarro thanked the Governing Board for their support and appreciation of the staff during this pandemic, noting that she values staff.

Chief Financial Officer Acosta reported that back in December, the Governing Board awarded an agreement for security guard services and staff was asking the Board to authorize staff to exercise Tri-City's right to terminate said agreement. She stated that after several months that allowed for appropriate time for transition, it was determined that it was in Tri-City's interest to terminate the agreement. This would result in having to award a contract for security services to All American Security which is the next Proposer in line of the selection process from the RFP that was issued in the fall. She then discussed some of the results of said RFP.

Board Member Nolte inquired for reason to wanting to terminate agreement with current security guard company. Agency Counsel Pieper replied that he would prefer not to publicly discuss the issues that arose and expose Tri-City to any possible litigation for libel; however, the matter can be discussed during a closed session. Board Member Nolte stated it was acceptable.

There being no further discussion, Board Member Lantz moved, and Board Member Ontiveros-Cole seconded, to adopt Resolution No. 599 awarding the Agreement for Security Guard Services to All American Security and 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. The motion was carried by the following vote: AYES: Alternate Board Member Duran; Board Members Cockrell, Lantz, Nolte, Ontiveros-Cole, and Vera; and Vice-Chair Leano. NOES: None. ABSTAIN: None. ABSENT: Chair Carder.

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

Executive Director Navarro stated that Chief Financial Officer Acosta is currently overseeing Facilities after the retirement of Nancy Gill, former Chief Operations Officer.

Chief Financial Officer Acosta reported that the current janitorial services company, after awarding a contract back to them in March, they notified us that they would be restructuring their business and would no longer be able to continue to provide the janitorial services. Therefore, staff is recommending to award a three-year agreement for janitorial services to Priority Building Services who is the next Proposer in line from the RFP issued for janitorial services back in January.

Board Member Lantz expressed appreciation for going back to the previous bidders, and being able to award the two contracts to them, rather than having to start the process all over again and extending temporary services or being underserved for a lengthy period of time.

Chief Financial Officer Acosta stated that the selected Proposers honored their original bids.

Board Member Nolte inquired if Tri-City was saving money with the new contract. Chief Financial Officer Acosta replied in the affirmative.

There being no further comment, Board Member Nolte moved, and Alternate Board Member Duran seconded, to adopt Resolution No. 600 awarding the Agreement for Janitorial Services to Priority Building Services and 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. The motion was carried by the following vote: AYES: Alternate Board Member Duran; Board Members Cockrell, Lantz, Nolte, Ontiveros-Cole, and Vera; and Vice-Chair Leano. NOES: None. ABSTAIN: None. ABSENT: Chair Carder.

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

Executive Director Navarro reported that the Department of Healthcare Services realized, as they were planning audits for the Mental Health Service Act back in 2019, that they had not completed the full performance contracts with Tri-City and the City of Berkeley. Therefore, the contract presented last year was effective retroactive to July 2018 through June 2021. She then indicated that this is the renewal of our performance contract, from July 2021 through June 2024, which allows Tri-City to receive and provide services under the Mental Health Services Act as the independent mental health authority for Pomona, Claremont, and La Verne.

There being no further comment, Board Member Cockrell moved, and Board Member Ontiveros-Cole seconded, to 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. The motion was carried by the following vote: AYES: Alternate Board Member Duran; Board Members Cockrell, Lantz, Nolte, Ontiveros-Cole, and Vera; and Vice-Chair Leano. NOES: None. ABSTAIN: None. ABSENT: Chair Carder.

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

Executive Director Navarro reported that in January of 2020, staff presented to the Governing Board a proposal from Genoa Healthcare Pharmacy, LLC (Genoa Pharmacy), which operates pharmacies across the country, to have a pharmacy onsite at 2008 North Garey in Pomona to create a much more integrated care experience and help clients to receive their medication on a timely basis. She stated that the Governing Board had authorized the Executive Director to discuss the viability of the proposal. and staff had determined that a pharmacy onsite would be a great benefit for Tri-City clients and staff; thus, she was recommending to the Governing Board to approve the contract with Genoa Pharmacy for an onsite pharmacy at 2008 North Garey.

Medical Director Teimoori stated that based on available data, having a pharmacy onsite will definitely will be an improvement to the medication compliance for patient.

Amanda Vesely, Pharmacist with Genoa Pharmacy, said she had enjoyed working with Tri-City staff to get to this point; and expressed excitement to provide services for the clients of Tri-City, if the Board approve, noting that Genoa Pharmacy specializes in behavioral health.

Board Member Lantz commented that, as responsible party for filling prescriptions for caregivers, there is a dramatic difference in co-pays between pharmacies, including Medicare, and asked for assurance that the pharmacy onsite would not be at the high end for Tri-City clients. Ms. Vesely explained that prescriptions are run through an adjudication process and described this process, pointing out that if it is a straight co-pay with Medi-Cal, then it will be the same across the board, whether it is generic or brand name, noting that if clients will pay out of pocket, Genoa prices are amazing because they are a large pharmacy group, ensuring that clients get the best value and medication for the money.

Board Member Vera inquired if the Professional Services Agreement is contingent upon the property lease; thus, having to approve both. Counsel Pieper replied in the affirmative. Board Member Vera further inquired if there were pharmacy fees. Ms. Vesely replied only if a pharmacist is required to do services off site and it will be \$75 hourly fee. Board Member Vera also inquired if the lease is subject to the Stark Law (Ethics in Patient Referrals Act) and Anti-Kickback Statute. Counsel Pieper replied in the negative.

Board Member Nolte inquired if the three-year agreement will renew automatically for two additional years. Executive Director replied in the affirmative. Board Member Nolte referred to the proposed area for the pharmacy site and inquired what is currently being used for. Executive director stated that it is part of a larger activity room and an office space, and the remainder of the office space in that suite will be reconfigured and office space will not be lost.

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

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

Chief Financial Officer Acosta stated that the budget is roughly 92 pages; however, the Consolidating Cash Flow Budget (page 16) is only one page which summarizes all the information of this large document, and explained its contents. She stated that the net change in cash is really the net inflow or outflow of cash that it is being projected and pointed out that under realignment, there is a \$1,068,520 the net difference shown as a deficit; however, it is simply a projection of what it is expected to be spent, noting that of this amount, \$771,000 is under agreement with our current mortgage which represents a balloon payment due in June 2022 for the 2008 Garey site. Therefore, should the Board decide to pay it off, the amount is included in the budget. She indicated that she will present to the Board in the next couple of months some recommendations based on analysis for options available to pay the mortgage balloon payment.

Discussion ensued regarding money available and interest accrued in said amount; about the expenses for building and improvements which have not been incurred and are included in this current year's budget, such as the therapeutic community garden rehab and the electrical upgrade and offices to the 2001 building; about allocation of funds under the MHSA Plan; about the stakeholder meeting for August 11th, at 5:30 pm to review excess dollars that we may have that look like they will not be spent within the three years that might be subject for reversion.

There being no further discussion, Board Member Vera moved, and Board Member Nolte seconded, to adopt Resolution No. 603 establishing Tri-City's FY 2021-22 Operating Budget and Cash Flow Budget. The motion was carried by the following vote: AYES: Alternate Board Member Duran; Board Members Cockrell, Lantz, Nolte, Ontiveros-Cole, and Vera; and Vice-Chair Leano. NOES: None. ABSTAIN: None. ABSENT: Chair Carder.

MONTHLY STAFF REPORTS

15. TONI NAVARRO, EXECUTIVE DIRECTOR REPORT

Executive Director Navarro stated that she is aware of some communities having inquiries into how MHSA dollars are spent, and if there are other funds available for the community; therefore, they have been notified about the MHSA Stakeholder meeting wherein extra funding will be discussed. She then provided a COVID-19 update, stating that an all staff meeting was held to present, and thanked Vice-Chair Leano, Commission Chair Anne Henderson, Vice-Chair Wray Ryback for attending noting that their comments were appreciated by staff; that all staff will be required to be in the office one day a week beginning August 1st and will follow the required physical distance, wear masks indoors, and continue to check temperatures at the door and screen for COVID because we are a healthcare agency; that staff are beginning to work on policies that will be based in data; that a survey will be conducted for the staff, the community and our clients as to the viability of tele-health and telecommuting options moving forward. She then discussed staff turnover, noting that staff was looking at other ways to incentivize folks to not only stay at Tri-City, but to also join us in recruitment; and encouraged the Board and the Commission to refer potential workers to Tri-city's website to see current job openings; and discussed the job benefits for Tri-City staff as government employees, noting that Koff and Associates are currently working on a salary survey plan and implementation plan for the Board's approval.

16. DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT

Chief Financial Officer Acosta discussed the mortgage liability, indicating that she will present a detailed report specific to the options available to the Board to make an informed decision. She also stated that references to the bankruptcy will continue to be included in the audited financial statements for another year, noting that the annual independent audit of Tri-City's financial statements will be completed over the next couple of months and will be presented to the Board at its October meeting.

17. LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT

Chief Clinical Officer Renteria reported that our clinical team and leadership are working very hard to come up with ways to make sure that, to the best of our ability, we can meet all the client needs. She also discussed the joint effort between the medical teams, best practices and clinical is to become a 'zero suicide site', which is an aspirational goal to become a site where deaths by suicide can be treated in a more comprehensive way.

Discussion ensued about suicide data in the three cities.

18. SEEYAM TEIMOORI, MEDICAL DIRECTOR REPORT

Dr. Teimoori stated that in his report he discussed data about the services that his colleagues provided during the month of June; that he had shared a successful case to show how our team is relentless in gaining trust of our community members. He also stated that there is a great collaboration between Tri-City and the family medicine residency program in Pomona Valley Hospital and his residents, noting that he hopes it can expand more.

Discussion ensued about medication for depression and prevention of suicide.

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

Director of MHSA & Ethnic Services Hundal said happy BIPOC month, which is also minority mental health month, a national observation created to bring awareness and focus on obstacles and struggles that minorities face in caring for their mental health; and discussed the various events scheduled to celebrate BIPOC.

20. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT

Chief Compliance Officer Majors-Stewart announced that the California State Department of Healthcare Services (DHCS) is conducting Tri-City's first MHSA program review, noting that they will review key internal documents, policies, reports, data, and plans to determine Tri-City's level of compliance with MHSA regulations, statutes, and our performance contract; that they will also have an audit exit meeting scheduled for September 21st, and at that time, we will get their outcomes and findings.

21. KEN RIOMALES, CHIEF INFORMATION OFFICER REPORT

Chief Information Officer Riomales reported that staff is conducting an evaluation and selection of a security vendor to facilitate a comprehensive security assessment for Tri-City, pointing out that in 2019, it was the last time Tri-City had done a security assessment. Therefore, it is necessary to go through a much more comprehensive analysis of our current state, as well as to ensure that we are properly aligned with industry standards and robust enough to handle the security threats in this day and age; and discussed the security vendor selection process. He then talked about the Cerner implementation which will take place for the next 10 months and expected to be completed in June 2022.

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

GOVERNING BOARD COMMENTS

There were no Board comment.

PUBLIC COMMENT

There was no public comment.

ADJOURNMENT

At 6:25 p.m., on consensus of the Governing Board its meeting of July 21, 2021 was adjourned. 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

DRAFT



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

DATE: September 15, 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

SUBJECT: Consideration of Resolution No. 604, Establishing Class Specification and Salary Range for the Position of Diversity Equity and Inclusion Coordinator, and Revising the Authority's Classification and Salary Schedule to Reflect this Change Effective September 15, 2021

Summary:

Staff recommends to establish the position of the Diversity Equity and Inclusion Coordinator under the classification of General Service Employees.

Background:

Being a part of the public mental health system in the State of California, Tri-City is required to have a Cultural Competency Plan that is updated every year. A Cultural Competence Committee (CCC) was established in July 2010 which consisted of management staff only. In January 2017, the committee was reconvened with non-management staff from all the departments at Tri-City which led to staff learning and participating in various cultural activities. In January 2019 CCC members decided to change the name to Cultural Inclusion and Diversity Committee (CIDC) in order to be become an all-inclusive committee and be able to have difficult conversations about diversity in the workforce and the communities that we serve. In December of 2019 the first advisory council was formed by African American community members which comprised of staff, community and clients. Since then, various advisory councils have been formed and continue to be formed. These advisory councils meet monthly and serve as an advisory body to the Mental Health Commission and the Executive Team.

In January of 2021, the governing board approved a proclamation affirming that Racism is a Public Health Crisis that results in disparities in education, employment, economic development, public safety, criminal justice, family stability, physical health, mental wellbeing and housing. Acknowledging and proclaiming that systemic racism not only exists, but that it is a public health crisis and continuously impacts the daily lives of communities of color serve to set race and social equity as a priority and framework for Tri-City's efforts. Establishing a focus to address racism in all its forms fosters the increased collaboration and the establishment of coalitions across systems in order to ensure equity of opportunity and the likelihood of positive life outcomes for all residents in the Tri-City region.

**Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 604, Establishing Class Specification and Salary Range
for the Position of Diversity Equity and Inclusion Coordinator, and Revising the Authority's
Classification and Salary Schedule to reflect this Change Effective September 15, 2021
September 15, 2021
Page 2**

Under the supervision of the Director of MHSA and Ethnic Services, the Diversity Equity and Inclusion Coordinator will work on researching culturally relevant and culturally appropriate strategies to implement at Tri-City, will be responsible for writing the Cultural Competency and hosting the various cultural advisory bodies. Therefore, this position is recommended to continue the growth and development of these current efforts and endeavors in the future.

A draft job description for the Diversity Equity and Inclusion Coordinator Position is included for Governing Board review and approval. Koff and Associates has conducted a job evaluation of the Diversity Equity and Inclusion Coordinator position and survey results are also attached for review.

Fiscal Impact:

Salary Range and Pay Grade Proposed:

Diversity Equity and Inclusion Coordinator	\$56,702.82 - \$90,724.73	S3
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The funding source for this position is 100% MHSA.

Recommendation:

Staff recommends that the Governing Board approve and adopt Resolution No. 604 establishing and adding the position of Diversity Equity and Inclusion Coordinator to Tri-City's Classification and Salary Schedule effective September 15, 2021.

Attachments

Attachment 2-A: Resolution No. 604- Draft

Attachment 2-B: Diversity Equity and Inclusion Coordinator Job Description

Attachment 2-C: Job Grading Assessment from Koff and Associates

RESOLUTION NO. 604

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ESTABLISHING CLASS SPECIFICATION AND SALARY RANGE FOR THE POSITION OF DIVERSITY EQUITY AND INCLUSION COORDINATOR; AND REVISING ITS CLASSIFICATION AND SALARY SCHEDULE TO REFLECT THIS CHANGE EFFECTIVE SEPTEMBER 15, 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 Diversity Equity and Inclusion Coordinator Position, under the classification of general services employees, to work on researching culturally relevant and culturally appropriate strategies to implement at TCMHA.

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 100% MHSA.

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

Diversity Equity and Inclusion Coordinator	\$56,702.82 - \$90,724.73	S3
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2. Action

The Governing Board approves and authorizes the Diversity Equity and Inclusion Coordinator job classification to be added to the Authority’s Classification and Salary Schedule as shown in ‘Exhibit A’ attached herein effective September 15, 2021.

[Continued on page 2.]

3. Adoption

PASSED AND ADOPTED at a regular meeting of the Governing Board held on September 15, 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



**TRI-CITY MENTAL HEALTH AUTHORITY
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE July 1, 2021
REVISED September 15, 2021**

EXHIBIT A

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	\$ 36,297.80 \$ 3,024.82 \$ 17.4509	\$ 39,019.92 \$ 3,251.66 \$ 18.7596	\$ 41,742.03 \$ 3,478.50 \$ 20.0683	\$ 44,464.15 \$ 3,705.35 \$ 21.3770	\$ 47,186.26 \$ 3,932.19 \$ 22.6857
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 Equity & 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



TRI-CITY MENTAL HEALTH AUTHORITY
CLASSIFICATION AND SALARY SCHEDULE
 EFFECTIVE July 1, 2021
 REVISED September 15, 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 Manager 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	\$ 148,728.61 \$ 12,394.05 \$ 71.5041	\$ 168,128.05 \$ 14,010.67 \$ 80.8308	\$ 187,527.48 \$ 15,627.29 \$ 90.1574	\$ 206,926.91 \$ 17,243.91 \$ 99.4841
Psychiatrist I	Exempt	S11	Annual Monthly Hourly	\$ 161,661.75 \$ 13,471.81 \$ 77.7220	\$ 191,084.15 \$ 15,923.68 \$ 91.8674	\$ 220,506.54 \$ 18,375.54 \$ 106.0128	\$ 249,928.93 \$ 20,827.41 \$ 120.1581	\$ 279,351.33 \$ 23,279.28 \$ 134.3035
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



DIVERSITY EQUITY AND INCLUSION COORDINATOR

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 performs a range of activities that ensure the Authority's policies, protocols, procedures, programs, and services provided to clients and the community are culturally and linguistically appropriate throughout the entire system of care; maintains and updates the Tri-City Cultural Competency Plan in accordance with state and other mandated requirements; collects and evaluates Tri-City cultural demographics data for program purposes; collaborates with others in the development delivery of program training; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED:

Receives direction from the Director of MHSA and Ethnic Services. Exercises no direct supervision over staff.

DISTINGUISHING CHARACTERISTICS

This classification is responsible for independently performing professional duties to ensure the Authority is culturally competent and inclusive within its workforce and in the services provided to its clients, and that mandated requirements are met. Incumbents are responsible for planning, organizing, and coordinating assigned services and activities within the program requiring the interpretation and application of policies, procedures, and regulations. Employees serve as a specialist, liaison, and advocate for the program, requiring the use of initiative and resourcefulness, independent judgment, and regular contact with program stakeholders.

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

- Assists the Director of MHSA and Ethnic Services in the day-to-day administrative tasks related to cultural competency as outlined in the Tri-City's Cultural Competence Plan to ensure the Authority is in compliance with state and federal cultural and linguistic regulations.
- Collects and assesses cultural demographic data of individuals employed and served at Tri-City including race, ethnicity, primary language, gender, and sexual orientation; maintains confidentiality of all data.
- Confers with staff, contracted individuals, groups and/or organizations, individuals served, Tri-City's Mental Health Commission, stakeholders, advisory groups, and the community, to

determine behavioral health and service delivery issues, barriers, and needs of diverse populations.

- Serves on and/or provides staff support to assigned committees and Councils, including, but not limited to, the Authority's Cultural Inclusion and Diversity Committee, and Cultural Advisory Councils.
- Coordinates, facilitates, and supports the activities, trainings and events of the Cultural Inclusion and Diversity Committee and the various cultural advisory councils.
- Maintains and updates the Tri-City Cultural Competency Plan in accordance with state requirements; assists in preparing required quarterly reports, annual updates, and other analyses and evaluations for Cultural Competency activities.
- Works in collaboration with the Workforce Education and Training Supervisor to provide culturally competent/relevant and linguistically appropriate trainings to staff and the various advisory councils.
- Works in partnership with the Human Resources Department and the Workforce Education and Training Supervisor to plan, coordinate, and implement events for staff recruitment and the professional development of existing staff.
- Maintains up-to-date knowledge of policies and procedures that govern program operations; disseminates knowledge to staff and ensures compliance on a continuous basis.
- Ensures confidentiality and integrity of Protected Health Information (PHI) of clients served by Center to comply with all Health Insurance Portability and Accountability (HIPAA) regulations.
- 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 psychology, social work, or a related field.

Experience:

- Three (3) years of professional level experience behavioral health services, local government, or a related field with emphasis in policy and program planning within behavioral health.

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:

- Implicit bias and antiracism theories and perspectives and their impact on the public behavioral health system and the communities served by Tri-City.
- Methods and techniques of creating specialized training/workshops plans and materials.
- Cultural and linguistic strengths and challenges to consider when developing and providing quality mental health services.
- Community socio-economic and cultural demographics.
- Cultural, social and environmental factors and influences affecting behavioral health.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Practices and techniques of administrative and statistical research, analysis and report preparation.
- Effective techniques for speaking before groups and preparing public presentations.
- Local community resources and support systems.
- 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 the Health Insurance Portability and Accountability Act (HIPAA).
- 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:

- Assist in the development and administration of policies, protocols and programs which are culturally and linguistically appropriate for the Authority's workforce and clients.
- Implement trainings and activities that will enhance the workforce's ability to provide culturally sensitive and competent services.
- Develop, implement, and coordinate community collaborations that target penetration in unserved/underserved populations.
- Use a participatory style in reaching solutions to problems.
- Facilitate groups to develop and implement recommendations.
- Manage, track, and report on multiple, complex projects.
- Analyze data for program evaluation and development.
- Produce analyses and documents using a variety of software programs.
- Identify and address implicit bias and effectively discuss race in the workplace
- Analyze and interpret factual data and a variety of administrative issues; make sound policy and procedural recommendations; implement effective solutions; and prepare complex reports.
- Speak in public and give public presentations.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.

- 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, client case documentation, and other written materials.
- Use tact, initiative, prudence, and independent judgment within legal, general policy and procedural 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 - Market Compensation Data
July 2021**

Diversity Equity and Inclusion Coordinator				
Rank	Comparator Agency	Classification Title	Top Step	Salary Effective Date
	Tri-City Mental Health Authority	Diversity Equity and Inclusion Coordinator	Proposed	Proposed
1	City of Brea	N/C		
2	City of Chino	N/C		
3	City of Claremont	N/C		
4	City of La Verne	N/C		
5	City of Pomona	N/C		
6	County of Los Angeles	Deputy Compliance Officer ¹	\$10,454	1/1/2021
7	County of Orange	Staff Specialist	\$6,126	6/18/2021
8	County of Riverside	Administrative Services Analyst II	\$6,451	5/20/2021
9	County of San Bernardino	Program Specialist II	\$6,859	1/1/2021
10	Cucamonga Valley Water District	N/C		
11	South Coast Air Quality Management District	N/C		

Summary Results	Top Monthly
Average of Comparators	\$ 7,472
Median of Comparators	\$ 6,655
Number of Matches	4

N/C - Non Comparator

¹ County of Los Angeles - Reports to Senior Deputy Compliance Officer; was previously Deputy Affirmative Action Compliance Officer



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

DATE: September 15, 2021

TO: Governing Board of Tri-City Mental Health Authority

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

SUBJECT: Consideration of Resolution No. 605 Ratifying the Adoption of the Tri-City Mental Health Authority Mandatory COVID-19 Vaccination Policy and Procedure No. I.21 Effective August 27, 2021

Summary:

On August 5, 2021, the California Department of Public Health (“CDPH”) issued a Statewide order requiring all health care workers to be fully vaccinated by September 30, 2021. As a public behavioral health care agency, in an effort to comply with the State order, Tri-City has implemented this mandatory COVID-19 vaccination policy. This policy shall assist in continuing to protect Tri-City staff and the community we serve by effectuating positive public health outcomes in the communities of Claremont, La Verne and Pomona.

Background:

Currently, approximately 80% of our workforce is already fully vaccinated. It is our hope that with the implementation of this policy, the remaining 20% will move to become fully vaccinated, where possible. Hence, staff is requesting the Tri-City Governing Board approve adoption of the Mandatory COVID-19 Vaccination Policy in order to continue to comply with the CDPHs order.

Fiscal Impact:

COVID-19 vaccinations are currently free. Staff that are unable to receive the vaccine due to medical or religious exemptions will be required to continue to wear masking, specifically surgical masking, and present a negative COVID-19 PCR or rapid antigen test twice weekly. Cost of the test is \$100 - \$200 without insurance. COVID-19 testing is free for those insured.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 605 ratifying the adoption of the Tri-City Mental Health Authority’s Mandatory COVID-19 Vaccination Policy and Procedure No. I.21 Effective August 27, 2021.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 605 Ratifying the Adoption of the Tri-City Mental Health Authority Mandatory COVID-19 Vaccination Policy and Procedure No. I.21 Effective August 27, 2021
September 15, 2021
Page 2

Attachments

Attachment 3-A: Resolution No. 605 - DRAFT

Attachment 3-B: Mandatory COVID-19 Vaccination Policy and Procedure No. I.21
Effective August 27, 2021

RESOLUTION NO. 605

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY RATIFYING THE ADOPTION OF THE AUTHORITY'S MANDATORY COVID-19 VACCINATION POLICY AND PROCEDURE NO. I.21 EFFECTIVE AUGUST 27, 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" or "Authority") desires to ratify the adoption of its Policy and Procedure No. I.21, Mandatory COVID-19 Vaccination, in an effort to comply with the California Department of Public Health ("CDPH") order issued on August 5, 2021, requiring all health care workers to be fully vaccinated by September 30, 2021.

B. This policy shall assist in continuing to protect TCMHA staff and the community we serve by effectuating positive public health outcomes in the communities of Claremont, La Verne and Pomona.

2. Action

The Governing Board ratifies the Authority's Mandatory COVID-19 Vaccination Policy and Procedure No. I.21, effective August 27, 2021.

3. Adoption

PASSED AND ADOPTED at a regular meeting of the Governing Board held on September 15, 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: Mandatory COVID-19 Vaccination Policy	POLICY NO.: I.21	EFFECTIVE DATE: 08/27/2021	PAGE: 1 of 6
APPROVED BY: Governing Board Executive Director	SUPERCEDES: New	ORIGINAL ISSUE DATE: 08/27/2021	RESPONSIBLE PARTIES: Human Resources JPA Administrator/Clerk All Tri-City employees and Non-employees

1. PURPOSE

- 1.1 As a public behavioral healthcare agency, in an effort to comply with the California Department of Public Health (“CDPH”) order of August 5, 2021 for health care workers and to protect Tri-City personnel and the community members with whom Tri-City personnel interact, Tri-City will require all Tri-City personnel, including employees, interns, volunteers (i.e. Service Learners and Peer Mentors), contractors (who work indoors at Tri-City worksites and facilities where (1) services are provided to clients or participants, or (2) clients or participants have access for any purpose), to be fully vaccinated subject to the limited exceptions provided below in Section 3.4.
- 1.2 Tri-City adopted this vaccination policy in compliance with the CDPH order of August 5, 2021 and as an emergency public health response to mitigate the negative public health consequences associated with increased hospitalizations, intensive care unit (“ICU”) admissions, and deaths. This policy is intended to effectuate positive public health outcomes in the communities of Claremont, La Verne and Pomona and its surrounding areas, by reducing the likelihood of hospitalizations at health care facilities, ICU admissions and deaths in Claremont, La Verne and Pomona.
- 1.3 Tri-City employees, contractors, volunteers, elected officials, and interns may obtain the COVID-19 vaccine at a vaccination site of their choosing. Information on the COVID-19 vaccines and how to obtain vaccination is available at <https://covid19.ca.gov/vaccines/>.
- 1.4 Tri-City employees who need to be vaccinated in accordance with this policy may do so during their normal working hours. Such employees will receive their normal compensation for their time spent being vaccinated. Employees with Supplemental Paid Sick Leave (SPSL) balances will be required to utilize said balances when attending a vaccination appointment during normal work hours.



POLICY & PROCEDURE

SUBJECT: Mandatory COVID-19 Vaccination Policy	POLICY NO.: I.21	EFFECTIVE DATE: 8/27/2021	PAGE: 2 of 6
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2. DEFINITIONS

When used in this Policy, the following terms shall have the meanings hereinafter set forth unless the context indicates otherwise:

- 2.1 “Tri-City personnel”** includes (1) Tri-City employees; (2) Non-employees, including interns, elected officials, and volunteers, who provide services to or for Tri-City; and (3) Contractors who are engaged by Tri-City and who work indoors at Tri-City worksites and facilities where (1) services are provided to clients or participants, or (2) clients or participants have access for any purpose, but would not include, for example, a third-party attorney who provides legal services exclusively from a remote location. The inclusion of non-employees in the definition of “Tri-City personnel” confers no employment status between such individuals and Tri-City.
- 2.2 “COVID-19 vaccine”** means a COVID-19 vaccine approved by the FDA under either the Emergency Use Authorization (EUA) approval process or the Biologics License Application (“BLA”) (*i.e.*, general use) approval process.
- 2.3 “Fully vaccinated”** means (1) it has been at least two weeks (14 days) since a person has completed the entire recommended series of a COVID-19 vaccine, and (2) the person has provided proof of vaccination in a form consistent with the requirements for verification of vaccine status in the State of California’s July 26, 2021 Public Health Order which is available at the following web address: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Unvaccinated-Workers-In-High-Risk-Settings.aspx>.
 - 2.3.1** Proof of vaccination includes one of the following:
 - 2.3.1.1** COVID-19 vaccination record card (issued by the Department of Health and Human Services, Centers for Disease Control & Prevention (“CDC”) or World Health Organization Yellow Card) which includes the name of the person vaccinated, type of vaccine provided and date last dose administered);
 - 2.3.1.2** a photo of a vaccination record card as a separate document;
 - 2.3.1.3** a photo of a vaccination record card stored on a phone or electronic device;
 - 2.3.1.4** documentation of COVID-19 vaccination from a health care provider;



POLICY & PROCEDURE

SUBJECT: Mandatory COVID-19 Vaccination Policy	POLICY NO.: I.21	EFFECTIVE DATE: 8/27/2021	PAGE: 3 of 6
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2.3.1.5 digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; and

2.3.1.6 documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

2.4 “Partially vaccinated” means (1) a person has received (i) one dose of a two dose recommended series of a COVID-19 vaccine or (ii) the complete recommended series of a COVID-19 vaccine but it has not been at least two weeks since the person has completed the entire recommended series, and (2) the person has provided proof of vaccination in a form consistent with the requirements for verification of vaccine status in the State of California’s July 26, 2021 Public Health Officer Order.

3. POLICY

3.1 The policy applies to all Tri-City personnel.

3.2 This policy shall be effective immediately and shall remain in full force and effect until Tri-City determines that the local public health circumstances have sufficiently improved to permit the suspension of the policy.

3.3 Vaccination Requirement.

3.3.1 Tri-City requires that personnel adhere to the following requirements:

3.3.1.1 By September 16, 2021 (35 days from issuance of the Tri-City’s Mandated Healthcare Worker Vaccination Memorandum), all Tri-City personnel must be partially or fully vaccinated or must have submitted a request for exemption.

3.3.1.2 By September 30, 2021 (7 weeks from issuance of the Tri-City’s Mandated Healthcare Worker Vaccination Memorandum), all Tri-City personnel must be fully vaccinated or must have submitted a request for exemption.

3.3.1.3 Effective September 30, 2021, all newly hired Tri-City employees and new volunteers, interns, elected officials or contractors must be fully vaccinated or must have submitted a request for exemption.

3.3.2 Requests for exemption must be submitted according to the requirements set forth below in Sections 3.4 & 4.2. If a person’s request for exemption is not approved, they must be partially or fully vaccinated within 14 days



POLICY & PROCEDURE

SUBJECT: Mandatory COVID-19 Vaccination Policy	POLICY NO.: 1.21	EFFECTIVE DATE: 8/27/2021	PAGE: 4 of 6
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and fully vaccinated within 5 weeks of when they were notified that their request for exemption was not approved.

- 3.3.3** Tri-City employees who fail to comply with this policy shall not be permitted to perform work onsite or telework and may be required to take unpaid leave or use their own paid leave (i.e. compensatory time, floating holidays, vacation) to provide for their continued compensation throughout the period during which they fail to comply with the policy.

3.4 Limited Exemptions to Vaccination Requirement

- 3.4.1** Limited Exemptions for Tri-City Employees: Tri-City employees may request an exemption as a reasonable accommodation to the vaccination requirement if they:

3.4.1.1 Have a disability and are requesting an exemption as a reasonable accommodation; or,

3.4.1.2 Object to COVID-19 vaccination based on their sincerely-held religious belief, practice, or observance.

- 3.4.2** To seek a reasonable accommodation from the vaccination requirements in this Policy, Tri-City employees will follow the procedures in Section 4.2.

- 3.4.3** Reasonable accommodations may include, but are not limited to, weekly COVID-19 testing, wearing a surgical mask or higher-level respirator approved by the National Institute of Occupational Safety and Health (NIOSH), such as an N95 filtering facepiece respirator, at all times while in the facility when alone or otherwise, temporary work assignment, or leave.

- 3.4.4** Limited Exemptions for Tri-City Contractors, Volunteers, Interns and Elected Officials. If a Tri-City contractor, volunteer, elected official or intern is covered by this policy and does not meet the vaccination requirements, the individual's sponsoring department may request an ad hoc exemption from Tri-City's Executive Director, who will consider the requested exemption on a case-by-case basis. The Executive Director's consideration will include, but not be limited to, the sponsoring department's need and whether the contractor, volunteer, elected official or intern meets the standard for an exemption available to Tri-City's employees as described above.

3.5 Vaccine Boosters



POLICY & PROCEDURE

SUBJECT: Mandatory COVID-19 Vaccination Policy	POLICY NO.: I.21	EFFECTIVE DATE: 8/27/2021	PAGE: 5 of 6
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3.5.1 To the extent that this policy remains in effect if and when COVID-19 vaccine boosters become necessary to prevent the contraction and transmission of the virus that causes COVID-19, this vaccination policy and the requirements and limited exemptions set forth herein shall apply to COVID-19 vaccine boosters.

3.5.2 Under circumstances, all Tri-City personnel must receive a COVID-19 vaccine booster when public health authorities, including the CDC, the California Department of Public Health (“CDPH”), or the County Department of Public Health indicate that a COVID-19 vaccine booster is necessary based on the COVID-19 vaccine that the employee received and the date upon which the employee became fully vaccinated.

4. PROCEDURES

4.1 Vaccination Verification.

4.1.1 Employees, volunteers and interns may submit one of the six forms of proof of vaccination described in Section 2.3 of this policy by submitting it directly to the Human Resources Department at hr-team@tricitymhs.org.

4.1.2 Contractors may submit one of the six forms of proof of vaccination described in Section 2.3 of this policy by submitting it directly to JPA Administrator/Clerk, Mica Olmos at molmos@tricitymhs.org whom will collect the documentation and ensure confidential submission to the Human Resources Department.

4.1.3 Elected Officials may submit one of the six forms of proof of vaccination described in Section 2.3 of this policy by submitting it directly to JPA Administrator/Clerk, Mica Olmos at molmos@tricitymhs.org.

4.2 Exemption Verification.

4.2.1 Contact Tri-City’s Human Resources Department to obtain a copy of the appropriate form. The available forms are:

4.4.1.1 Disability Accommodation Request Form; and

4.4.1.2 Religious Accommodation Request Form

4.2.2 Forms may be found on Summit located here: <K:\FORMS\HRFORMS>

4.2.3 Employees may contact Tri-City’s Human Resources Department at:



POLICY & PROCEDURE

SUBJECT: Mandatory COVID-19 Vaccination Policy	POLICY NO.: I.21	EFFECTIVE DATE: 8/27/2021	PAGE: 6 of 6
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Email: hr-team@tricitymhs.org

Phone: (909) 451-6429 or (909) 451-6435

Physical Location: 1717 N. Indian Hill Blvd., Suite B, Claremont, CA 91711

4.2.4 Complete and submit the applicable form(s) to Tri-City's Human Resources Department at hr-team@tricitymhs.org

4.2.5 The Human Resources Department will then contact the employee to request additional information, as necessary, and to engage the employee in an interactive process if the employee so qualifies.

5. CONFIDENTIALITY OF VACCINATION RECORDS

5.1 Tri-City will treat all vaccination records as confidential medical information and maintain such records as required by the Confidentiality of Medical Information Act ("CMIA").

5.2 Tri-City will not use or disclose such information, unless authorized to do so or as permitted or required under the law.

6. REFERENCES

6.1 California Department of Public Health Order of August 5, 2021

6.2 Department of Health Care Services Behavioral Health Information Notice No.: 21-043

6.3 Tri-City's Mandated Healthcare Worker Vaccination Memorandum dated August 12, 2021

7. FORMS

7.1 Exhibit A – Mandatory COVID-19 Vaccination Policy Acknowledgement of Receipt

7.2 Exhibit B – Disability Accommodation Request Form

7.3 Exhibit C – Religious Accommodation Request Form

7.4 Exhibit D – Tri-City's Healthcare Worker Vaccination Memorandum

Exhibit A



COVID-19 VACCINATION POLICY NO. I.21

ACKNOWLEDGMENT OF RECEIPT

Tri City's COVID-19 Vaccination policy is designed to provide purpose and guidelines on Tri-City's requirement for health care worker vaccinations as ordered by the California Department of Public Health on August 5, 2021 and in an effort to effectuate positive public health outcomes in the communities of Claremont, La Verne and Pomona.

Part of the services you provide as a Tri-City Mental Health Authority employee, intern, volunteer elected official, or contractor may require you to work onsite or in the community on behalf of Tri-City. As a result, you must adhere to all Agency, Federal, State and local guidelines and laws with regard to COVID-19 vaccination requirements as they relate to Tri-City, while in the performance of Tri-City duties, where applicable. The general guidelines for vaccines as it relates to the COVID-19 pandemic for employees and non-employees are set forth in the COVID-19 Vaccination Policy.

I certify that I have received, read and understand the COVID-19 Vaccination Policy No. I.21 and will comply with the regulations as set forth herein.

**EMPLOYEE/NON-
EMPLOYEE NAME (Printed):**

**EMPLOYEE/NON-
EMPLOYEE SIGNATURE:**

DATE:



DISABILITY ACCOMMODATION REQUEST FORM

For COVID-19 Vaccination Policy

The Equal Employment Opportunity Commission (“EEOC”) and the Department of Fair Employment and Housing (“DFEH”) have both stated that an employer may require all employees physically entering the workplace to be vaccinated for COVID-19 provided that employers engage employees with disabilities and sincerely-held religious beliefs in the interactive process to determine whether they can be accommodated.

This form is intended for employees to request an accommodation for the employer’s COVID-19 vaccination requirement due to a qualifying disability that precludes vaccination.

Tri-City Mental Health Authority (“Tri-City”) affords equal employment opportunity for all qualified employees and applicants as to all terms of employment and prohibits discrimination against employees or applicants based on classifications protected by law, including, but not limited to, those with qualifying disabilities. Accordingly, Tri-City provides accommodations for employees and applicants whose qualifying disabilities conflicts with an employment requirement, unless providing such accommodation would impose an undue hardship on Tri-City and its conduct of Tri-City business.

To promote the health and safety of employees, contractors, volunteers, interns, elected officials and members of the public who may visit Tri-City’s facilities and the community in general, Tri-City requires that all employees, contractors, elected officials, volunteers and interns (who work at Tri-City facilities or interact with other Tri-City employees or members of the public in the performance of their duties on behalf of Tri-City), must be fully vaccinated in accordance with Tri-City’s COVID-19 Vaccination Policy.

Employees may use this form to request an accommodation or exemption to Tri-City’s requirement if they have a contraindication to the available COVID-19 vaccines recognized by the Centers for Disease Control and Prevention (“CDC”) or by the vaccines’ manufacturer, or a qualifying disability, including pregnancy-related conditions, that precludes their vaccination.



Employees requesting an accommodation must complete this form and provide all of the requested information:

Section A: General Information and Worksite Information

Employee's Name: _____

Job Title: _____

Supervisor: _____

Department: _____

Worksite: __ 2008 __ 2001 __ Royalty __ Wellness Center __ Claremont or other:

Section B: General Position and Worksite Information

Please check all that currently apply to you:

- I perform work onsite or in the community for Tri-City.
- My essential job duties require that I interact in person with clients, participants, other employees, visitors, or members of the community.
- I perform work in a shared or communal spaces or areas where clients, participants, other employees, visitors, or members of the community may also be present.

Section C: Reason for Request

Please check the box next to the reason you are completing this form:

- I have a physical or mental disability (which can include a contraindication to each of the FDA-approved COVID-19 vaccines) that limits or precludes my ability to be fully vaccinated against COVID-19.

Section D: Requested Accommodation

Please describe the accommodation* you are requesting**:



** Please note that an accommodation must enable you to meet the essential functions of your job and must not impose an undue hardship on Tri-City or pose a direct threat to your health and safety or the health and safety of others in the workplace.*

Further, please note that Tri-City adopted the vaccination policy based on public health concerns in the community and in order to effectuate positive public health outcomes in the community and to protect the health and safety of all employees and individuals who come to the agency. While Tri-City will, on an individualized basis, evaluate each request for accommodation from the vaccination policy, please note that the circumstances requiring that Tri-City adopt such policy may continue for some time and it may not be possible to provide workplace accommodations at all or non-workplace accommodations in perpetuity.

My signature below indicates that the information I have provided in this form is true and correct. I also understand that in evaluating my request for an accommodation, Tri-City will request an additional document(s) from my health care provider, and may not grant my requested accommodation if it does not allow me to perform my essential job duties, if it imposes an undue hardship on Tri-City, or if it poses a direct threat to my health and safety or to the health and safety of others.

Employee's Signature

Date

*** Please note that Tri-City will consider your preferred accommodation and other possible accommodations for your health or medical condition.*

References:

- The Equal Employment Opportunity Commission ("EEOC")

<https://www.eeoc.gov/wysk/what-you-should-know-about-covid-19-and-ada-rehabilitation-act-and-other-eeo-laws>

- The Department of Fair Employment and Housing ("DFEH")

https://www.dfeh.ca.gov/wp-content/uploads/sites/32/2020/03/DFEH-Employment-Information-on-COVID-19-FAQ_ENG.pdf



RELIGIOUS ACCOMMODATION REQUEST FORM
For COVID-19 Vaccination Policy

Tri-City Mental Health Authority ("Tri-City") affords equal employment opportunity for all qualified employees and applicants as to all terms of employment and prohibits discrimination against employees or applicants based on classifications protected by law, including, but not limited to, religion, creed, and religious belief, practice, or observance. Accordingly, Tri-City provides accommodations for employees and applicants who's sincerely held religious belief, practice, or observance conflicts with an employment requirement, unless providing such an accommodation would impose an undue hardship on the Tri-City and its conduct of Tri-City business.

To promote a safe and healthful workplace for employees, contractors, volunteers, interns, elected officials and members of the public who may visit Tri-City worksites and facilities and the community in general, Tri-City requires that all employees, contractors (who work at Tri-City facilities or interact with other Tri-City employees or members of the public in the performance of their duties on behalf of Tri-City), volunteers, elected officials and interns receive a COVID-19 vaccination in accordance with Tri-City's COVID-19 Vaccination Policy.

Employees may use this form to request a religious accommodation to the vaccination requirement if they have a sincerely held religious belief, practice, or observance that conflicts with the Tri-City's requirement that all employees, contractors, volunteers, elected officials, and interns receive a COVID-19 vaccination.

Employees requesting an accommodation must complete this form and provide all of the requested information:

Section A: General Information and Worksite Information

Employee's Name: _____

Job Title: _____

Supervisor: _____

Department: _____

Worksite: 2008 2001 Royalty Wellness Center Claremont or other:



Section B: General Position and Worksite Information

Please check all that currently apply to you:

- I perform work onsite or in the community for Tri-City.

- My essential job duties require that I interact in person with clients, participants, other employees, visitors, or members of the community.

- I perform work in a shared or communal spaces or areas where clients, participants, other employees, visitors, or members of the community may also be present.

Section C: Religious Belief, Practice, or Observance

Do you have a sincerely held religious belief, practice, or observance that conflicts with the requirement that you receive a COVID-19 vaccination?

- Yes

- No

Section D: Requested Accommodation

Please describe the accommodation* you are requesting**:

** Please note that an accommodation must enable you to meet the essential functions of your job and must not impose an undue hardship on Tri-City or pose a direct threat to your health and safety or the health and safety of others in the workplace.*

Further, please note that Tri-City adopted the vaccination policy based on public health concerns in the community and in order to effectuate positive public health outcomes in the community and to protect the health and safety of all employees and individuals who come to the agency. While Tri-City will, on an individualized basis, evaluate each request for accommodation from the vaccination policy, please note that the circumstances requiring that the Tri-City adopt such policy



may continue for some time and it may not be possible to provide workplace accommodations at all or non-workplace accommodations in perpetuity.

*** Please note that Tri-City will consider your preferred accommodation and other possible accommodations for your religious belief, practice, or observance.*

My signature below indicates that the information I have provided in this form is true and correct. I also understand that in evaluating my request for an accommodation, Tri-City may not grant my requested accommodation if it does not allow me to perform my essential job duties, if it imposes an undue hardship on Tri-City, or if it poses a direct threat to my health and safety or to the health and safety of others.

Employee's Signature

Date

References:

- The Equal Employment Opportunity Commission ("EEOC")

<https://www.eeoc.gov/wysk/what-you-should-know-about-covid-19-and-ada-rehabilitation-act-and-other-eeo-laws>

- The Department of Fair Employment and Housing ("DFEH")

https://www.dfeh.ca.gov/wp-content/uploads/sites/32/2020/03/DFEH-Employment-Information-on-COVID-19-FAQ_ENG.pdf

Exhibit D



TO: All Tri-City Employees

DATE: August 12, 2021

FROM: Kitha Torregano, HR Manager

RE: Mandated Healthcare Worker Vaccinations

On Thursday, August 5, 2021, the California Department of Public Health (CDPH) announced mandatory full vaccinations of all healthcare workers who provide services or work in hospitals, nursing facilities, psychiatric hospitals, clinics and doctor's offices by Thursday, September 30, 2021.

As Tri-City is a public behavioral healthcare agency, this mandate applies to all Tri-City employees and extends to interns and volunteers who are working onsite or in the field on behalf of Tri-City. Tri-City understands and respects that staff and the general public have varying opinions on vaccinations and vaccination status. In an effort to be a resource, included below are links to informational resources on the COVID-19 vaccine that can be used both personally and professionally.

As a public behavioral healthcare provider, Tri-City has a responsibility to not only protect our employees but also the community that we serve by promoting vaccinations that will help to slow the spread of the coronavirus. All Tri-City employees signed an oath of allegiance as disaster service workers that by Government Code declares the duty to uphold, *"the protection of the health and safety and preservation of the lives and property of the people of the state from the effects of natural, manmade, or war-caused emergencies which result in conditions of disaster or in extreme peril to life, property, and resources is of paramount state importance requiring the responsible efforts of public and private agencies and individual citizens."* With this new mandate, once more during this pandemic, healthcare workers have been called to action. The purpose of this memorandum is to clarify expectations going forward and prepare our agency for the September 30, 2021 deadline.

By September 30, 2021 all Tri-City employees, interns and volunteers will be required to present proof of full vaccination to the Human Resources Department. Information on how to submit proof of vaccination status will be provided in a future email/memo. **Please do not submit proof to Human Resources or your supervisor at this time.**

Employees who have a qualifying reason preventing vaccination will need to request a reasonable accommodation. Qualifying reasons may include disability, medical/health condition and/or a sincerely held religious belief. There will be more information on this in a future memo.

In preparation for this mandate, Tri-City's Human Resources Department is actively working with East Valley Community Health Center to host an onsite vaccination clinic for any employees whom would like to get vaccinated. In order to plan for the amount of vaccine needed for the onsite clinic, Human Resources has prepared a survey to capture the data that we need. We ask that **all** employees complete the survey located at here: <https://www.surveymonkey.com/r/WCR8WGR>. The survey is completely anonymous and should take 10 minutes to complete. **Please complete the**

survey by Wednesday, 8/18/2021. Please do not disclose any medical diagnosis information in the survey.

It is Tri-City's hope that with the information you supply in the survey, our Human Resources Department can plan to effectively and efficiently meet the needs of our essential healthcare worker staff while also complying with the CPDH mandate in our continued efforts to safely support our clients, community, families and each other. Thank you in advance for your participation.

Also, please remember that the COVID-19 vaccine is completely **free** to everyone regardless of insurance status and vaccination appointments are covered under Supplemental Paid Sick Leave (SPSL). Please work with your supervisor to make use of your SPSL for vaccination appointments. Below is a small list of places where you can go now and get vaccinated.

It is important to note that regardless of vaccination status and this new mandate, all CalOSHA required physical distancing and face mask requirements still apply and will remain in effect until further notice.

Last, but definitely not least, a word from our very own Medical Director, Dr. Teimoori on COVID-19 vaccinations is attached.

COVID-19 Vaccination Sites:

LA County: <http://publichealth.lacounty.gov/acd/ncorona2019/vaccine/hcwsignup/>

Kaiser Permanente: <https://healthy.kaiserpermanente.org/southern-california/health-wellness/coronavirus-information/vaccine-appointments>

CVS: <https://www.cvs.com/immunizations/covid-19-vaccine>

COVID-19 Vaccine Informational Resources:

<https://www.cdc.gov/coronavirus/2019-ncov/videos/vaccines/stay-safe/Vaccine062121.mp4>

<https://www.cdc.gov/coronavirus/2019-ncov/vaccines/your-vaccination.html>

<https://www.cdc.gov/coronavirus/2019-ncov/vaccines/no-cost.html>



MEMORANDUM

TO: All Tri-City Employees

DATE: August 10, 2021

FROM: Dr. Teimoori, Medical Director

RE: COVID-19 Vaccination Information

Dear Colleagues:

I mainly would like to address one aspect of discussion about vaccination which I believe may have not been clarified enough and I hope that can help you make the best decision. No scientist or pharmaceutical company, involved in making COVID-19 vaccines, has ever claimed that their vaccines are 100% safe or effective. As you all know, life is full of comparisons and relativities in which there are no perfect option, and we pick the option which although is not perfect, is the best compared to other existing options.

Based on CDC collected data, as recent as August 2, 2021, the risk of developing serious complications including blood clots, neurological problems, and inflammation of the heart tissues, compared to number of vaccinated people, has been 1 in 500,000 (mostly less than one in a million) and majority of them were successfully treated.

In terms of the vaccine's benefits, as of August 2, 2021, more than 164 million people in the United States were fully vaccinated against Covid-19, according to the CDC. Fewer than 0.001% of those individuals (1,507) died and fewer than 0.005% (7,101 people) were hospitalized with Covid-19. **The rest of over 6 million COVID-19 related hospitalizations and estimated COVID-19 related deaths of over 700,000, are all unvaccinated.** Any impartial interpretation of these data clearly confirms that benefits of the vaccines significantly outweigh their risks.

Other key points:

Millions of people in the United States and around the world have received COVID-19 vaccines. These vaccines have undergone the most intensive safety monitoring in U.S. history.

The United States is using established and new safety monitoring systems to make sure that COVID-19 vaccines are safe.

Results from U.S. and global monitoring efforts are reassuring. No unexpected patterns of reactions or other safety concerns have been identified during early vaccine safety monitoring.

All of the currently authorized and recommended COVID-19 vaccines, have been carefully reviewed by the Food and Drug Administration (FDA). FDA is responsible for reviewing all safety data from clinical trials to determine if the expected benefits of vaccination outweigh potential risks.

Seeyam Teimoori, MD
Board Certified in Psychiatry, Addiction Medicine and Family Medicine
Medical Director

ABOUT COVID-19 VACCINES | COVID-19 |

You can help stop the spread of COVID-19!



1 COVID-19 vaccines are safe and effective.

2 The shots will help protect you from getting very sick, being hospitalized, or dying.

3 You may have some side effects after you are vaccinated, like a fever, chills, sore muscles, or feeling tired. This is normal and lasts only a few days.

4 Even after you get the vaccine, protect yourself and others:

- ▶ Wear a mask
- ▶ Stay at least 6 feet away from other people when possible
- ▶ Wash your hands often



[cdc.gov/coronavirus](https://www.cdc.gov/coronavirus)

ABOUT COVID-19 VACCINES | COVID-19 |

You can help stop the spread of COVID-19!



1 COVID-19 vaccines are safe and effective.

2 The shots will help protect you from getting very sick, being hospitalized, or dying.

3 You may have some side effects after you are vaccinated, like a fever, chills, sore muscles, or feeling tired. This is normal and lasts only a few days.

4 Even after you get the vaccine, protect yourself and others:

- ▶ Wear a mask
- ▶ Stay at least 6 feet away from other people when possible
- ▶ Wash your hands often



[cdc.gov/coronavirus](https://www.cdc.gov/coronavirus)



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

DATE: September 15, 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 Approve the Membership of Clarence D. Cernal, Isabella Adan Chavez, and Nichole Perry to the Tri-City Mental Health Commission

Summary:

There exists two (2) vacancies on Tri-City's Mental Health Commission (MHC) to meet the minimum membership requirement of 10 members. Article IV, Section D [Appointment] of the MHC Bylaws states that Commission members shall be appointed by the Governing Board. Accordingly, the Board's Ad Hoc Committee is recommending the approval of three (3) memberships to the Mental Health Commission since membership can be up to 15 members.

Background:

Tri-City's MHC is an advisory body to the Governing Board of Tri-City Mental Health Authority (Tri-City); serve without compensation and it has no policy or budget authority. Section 5604.2 of the California Welfare and Institutions Code (WIC) defines in detail the duties of a MHC.

On October 2020 Tri-City's JPA Administrator/Clerk began recruitment efforts for potential candidates to serve on the Commission and invitations to apply were distributed to community organizations and area providers located in Claremont, La Verne, and Pomona; announcements and flyers were posted on Tri-City's website, the three Cities websites, and distributed through social media outlets.

At its meeting of June 16, 2021, the Governing Board selected Board Member Carolyn Cockrell and Chair Robin Carder to serve in an Ad-Hoc Committee to conduct interviews of potential candidates and ultimately, make a recommendation to the Board of their selection of new Mental Health Commission members. Only five applications were received and of these, only three applicants participated on an interview on July 19, 2021; and they are hereby being recommended for MHC membership.

Funding:

None required.

Governing Board of Tri-City Mental Health Authority
Consideration to Approve the Membership of Clarence D. Cernal, Isabella Adan Chavez,
and Nichole Perry to the Tri-City Mental Health Commission
September 15, 2021
Page 2

Recommendation:

The Ad Hoc Committee recommends that the Governing Board considers the approval of Clarence D. Cernal, Isabella Adan Chavez, and Nichole Perry as members to the Mental Health Commission.

Attachments:

- Attachment 4-A:* Clarence D. Cernal's Application for Membership to the MHC
- Attachment 4-B:* Isabella Adan Chavez's Application for Membership to the MHC
- Attachment 4-C:* Nichole Perry's Application for Membership to the MHC



Mental Health Commission APPLICATION FOR MEMBERSHIP

RECEIVED
MAY 1 2021
BY: *MD*

Date of Application: March 22, 2021

Name: Clarence D. Cernal Date of Birth : [REDACTED]

Street Address: [REDACTED] City: Claremont Zip Code: 91711

Residence Telephone: [REDACTED] 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: 4 years Work: years

Previous Work Experience (past 7 years):

Employer:	Occupation:	Dates: From - To
<u>OPARC</u>	<u>Job Developer/Skills Trainer</u>	<u>2020 - current</u>
<u>Citrus College Foundation</u>	<u>Foundation Coordinator</u>	<u>2012 - 2019</u>
<u> </u>	<u> </u>	<u> </u>

Languages spoken:

How did you hear about Tri-City's Mental Health Commission?
Information from CUSD and SG/P Regional Center

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

Group/Organization:	Purpose:	Dates: From - To:
<u>California Placement Association</u>	<u>Job Skills and Training</u>	<u>2021</u>
<u>Assoc of People Supporting Employment First (APSE)</u>	<u> </u>	<u>2021</u>
<u> </u>	<u> </u>	<u> </u>

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

Organization:	Purpose:	Dates: From - To:
<u>Mt. View ES PTA</u>	<u>School activities/fundraising</u>	<u>2020 - current</u>
<u>Claremont Little League</u>	<u>Youth Sports</u>	<u>2020</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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

I currently work with a non-profit based in Montclair that supports and develops employment opportunities with individuals with intellectual and developmental disabilities (IDD). As a Job Developer/Skills Trainer, I see first hand the positive impact of mental health services and support to an individual. I am passionate to provide my individuals not just the proper training but the wrap around holistic support they need to be successful and productive citizens.

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

As a resident of Claremont and being familiar with the tri-city catchment areas, I am motivated to give back to my community. Working for a non-profit that supports individuals with IDD find gainful employment, I believe that I offer a unique perspective of how mental health is such an important part of well being. I am also a father of a teenager at CHS who is part of the population that needs more mental health attention due to the effects of COVID isolation. I hope to be part of the solution in our community.

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: 4/30/2021

Name: Isabella Adan Chavez Date of Birth : [REDACTED]

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

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

Business Address: See Above City: _____ Zip Code: _____

E-mail Address: [REDACTED] Bus. Telephone: _____

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

Residence: _____ years Work: 7 years

Previous Work Experience (past 7 years):

<u>Employer:</u>	<u>Occupation:</u>	<u>Dates: From - To</u>
<u>Youth Mentoring Action Network</u>	<u>Youth Staff</u>	<u>2014 - 2018</u>
<u>Youth Mentoring Action Network</u>	<u>Program Director</u>	<u>2018 - Present</u>

Languages spoken: English, Spanish

How did you hear about Tri-City's Mental Health Commission?
Email Request for Applications

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

<u>Group/Organization:</u>	<u>Purpose:</u>	<u>Dates: From - To:</u>
<u>UCR LGBT Resource Center</u>	<u>Community Health Outreach Educator</u>	<u>2016 -2018</u>
<u>Sacred Heart Parish: Parents of LGBT Youth Ministry</u>		<u>2020 - Present</u>

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

<u>Organization:</u>	<u>Purpose:</u>	<u>Dates: From - To:</u>
<u>My Warrior Life Community™</u>	<u>Community Service Projects</u>	<u>2020</u>
<u>Gente Organizada</u>	<u>Youth Mental Health Conference</u>	<u>2019</u>
<u>Generation IE</u>	<u>1st Youth Policy Conference</u>	<u>2020</u>

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

As Program Director of the Youth Mentoring Action Network I have been involved in the planning, facilitation and evaluation of numerous mental health and wellness programs. In order to make sure these programs were informed by youth voices YMAN has conducted ongoing listening sessions during which youth expressed their concerns and hopes for the future of services in the region.

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

I am both personally and professionally interested in seeing positive impacts on mental health outcomes in diverse communities. With the responsibility of bringing youth voice to the table - I hope to leverage this position in favor of the goals young people have for our community.

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: 07/19/2021

Name: Nichole Perry 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: 0 years Work: 4 years

Previous Work Experience (past 7 years):

Table with 3 columns: Employer, Occupation, Dates: From - To. Rows include SAN ANTONIO REGIONAL HOSPITAL, POMONA VALLEY HOSPITAL, RSI MEDIC -1.

Languages spoken: English

How did you hear about Tri-City's Mental Health Commission? Working in the Emergency Room at PVHMC.

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

Table with 3 columns: Group/Organization, Purpose, Dates: From - To. Rows include American College of Healthcare Executives, American Health Law Association.

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. Rows include St. Anthony's Catholic Church (First Grade CCD Teacher, Lector).

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

Having worked in the ER of a hospital within the Tri-City area, I am very familiar with the services mental health patients need and the manner in which they are received. Although I no longer work in the ER, I am a law student at the University of La Verne with an emphasis in Health Law and compliance. I would like serve as a Commission Member to utilize the experience I have gained thus far and hopefully work for beneficial changes.

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

I was a front-line employee at an ER that received mental-health patients everyday. The ER is the catchment for many individuals who have no where else to go. I would like to improve these front-line services to ensure these patients receive the timely adequate care they need.

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: September 15, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

SUBJECT: Approval of Resolution No. 606 Authorizing the Executive Director to Execute a Memorandum of Understanding with the Bonita Unified School District (BUSD) to Provide Drop-In Mental Health Services to Students in its District

Summary:

Since 2005 Tri-City Mental Health and Bonita Unified School District have collaborated in providing skills-based behavior modification counseling services. Staff requests for approval of the MOU to continue services beginning October 1, 2021 to May 31, 2022.

Background:

For nearly two decades, Tri-City Mental Health has partnered with Bonita Unified School District and the City of La Verne Youth and Family Action Community in providing brief, intermittent skills-based counseling services to eight elementary and the two high schools. Master's in Social Work student interns and staff have provided services at the school setting through each academic year.

Funding:

The MOU for Academic Year 2021-2022 continues the work done in previous years. No additional funds will be allocated by Tri-City. Funds for this MOU in the amount of \$20,000 will be appropriated from the Bonita Unified School District. These funds have been set aside to support general program operations, materials cost, mileage, and portion of MSW Student Intern's contractual hours for services provided beyond the requirements of each graduate program's placement curriculum hours.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 606 approving the MOU with BUSD and authorize Executive Director to execute the MOU.

Attachment:

Attachment 5-A: Resolution No. 606 – DRAFT

Attachment 5-B: BUSD-TCMHA MOU for Mental Health Services-Effective 10-01-2021

RESOLUTION NO. 606

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE BONITA UNIFIED SCHOOL DISTRICT TO PROVIDE DROP-IN MENTAL HEALTH SERVICES TO STUDENTS IN ITS DISTRICT

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 continue to provide drop-in mental health services to the students in eight elementary and three high schools located in the Bonita Unified School District.

B. The BUSD will compensate TCMHA an amount not to exceed \$20,000 beginning October 1, 2021 through May 31, 2022 for brief, intermittent skills-based counseling services.

2. Action

The Governing Board authorizes the Authority’s Executive Director to enter into, and execute, a Memorandum of Understanding with the Bonita Unified School District to provide drop-in mental health services to students attending Bonita High School, Chaparral High School and Vista High School, and eight (8) elementary schools beginning October 1, 2021 through May 31, 2022.

3. Adoption

PASSED AND ADOPTED at a regular meeting of the Governing Board held on September 15, 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:_____

**MEMORANDUM OF UNDERSTANDING BETWEEN
TRI-CITY MENTAL HEALTH AUTHORITY
AND
BONITA UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding is entered into by Tri-City Mental Health Authority (TCMHA) and Bonita Unified School District (BUSD) to provide drop-in mental health services to students attending Bonita High School, Chaparral High School and Vista High School, and eight (8) elementary schools (Allen Avenue, Ekstrand, Gladstone, Grace Miller, La Verne Heights, Oak Mesa, Roynon, and Shull.)

This agreement will begin on October 1, 2021 and will end on May 31, 2022.

Bonita Unified School District agrees to:

1. Compensate Tri-City Mental Health Authority an amount not to exceed \$20,000 for the above stated period; no additional services will be provided without written prior approval from the Bonita Unified School District Board.
2. Reimburse Tri-City Mental Health Authority within 45 days of submittal of billing to the District.
3. Provide appropriate space at all schools for Tri-City Mental Health Authority staff.
4. Provide appropriate school staff for consultation as requested by Tri-City Mental Health Authority.
5. Identify a contact person at each school. This contact person will approve and screen all referrals to Tri-City Mental Health Authority staff.
6. Evaluate any 'crisis' to differentiate between normal school 'crisis' verses significant psychological crisis.

Tri-City Mental Health Authority agrees to:

1. Provide 3 hours per week mental health services (as further defined in items 4 through 8 below) to Bonita High School and Chaparral and High School for the period of October 1, 2021 through May 31, 2022.
2. Provide up to 3 hours of mental health services per week at each above referenced elementary schools for the period of October 1, 2021 through May 31, 2022.
3. Bill for services rendered in the months of October 2021, November 2021, December 2021, January 2022, February 2022, March 2022, April 2022 and May 2022.

4. Provide scheduled services at Bonita High School, Chaparral and Vista High Schools, and the eight (8) elementary schools referenced above when schools are in session.
5. Tri-City Mental Health Authority will also agree to see students residing outside of the La Verne city limits, but enrolled in the Bonita Unified School District and attending Bonita High School, Chaparral and Vista High Schools, or one of the eight (8) elementary schools referenced above when schools are in session.
6. Provide regular summary reports to Bonita Unified School District.
7. Respond to identified significant psychological crisis on the day Tri-City Mental Health Authority is present at the school.
8. Respond to any crisis request at Bonita High, Chaparral and Vista High Schools or any of the previously listed elementary schools within the scope of Tri-City Mental Health Authority's area of expertise.
9. Provide an agency representative to attend the monthly Youth and Family Action Committee Meetings at the La Verne City Hall. It is understood that these meetings take place at 6:30 PM on the 4th Tuesday of every month.

Tri-City Mental Health Authority will absorb the following costs:

1. Overhead expenses (administrative, supervisory, and support staff time).
2. Cost for therapeutic staff time if necessary in the event of a crisis.
3. Travel time by the assigned site staff persons and other necessary staff.
4. General overhead expenses (paper, medical record, etc.) Both Tri-City Mental Health Authority and Bonita Unified School District agree that this Memorandum of Understanding may be terminated by either party with a minimum of thirty days' written notice. It is further agreed that the terms of this Understanding cannot be modified without the written consent of both parties.

Antonette Navarro, LMFT
Executive Director
Tri-City Mental Health Authority

Susan Hume, Assistant Superintendent
Bonita Unified School District



Tri-City Mental Health Authority
AGENDA REPORT

DATE: September 15, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

SUBJECT: Approval of Resolution No. 607 Authorizing the Executive Director to Execute a Three-Year Agreement with the Pomona Unified School District to Provide Mental Health Services to Students in its District

Summary

The Agreement between Tri-City Mental Health and the Pomona Unified School District to improve collaboration and access to important specialty mental health services for PUSD students expired on June 30, 2021. Staff requests for approval of the Agreement to continue services beginning September 15, 2021 to June 30, 2024.

Background

For nearly 10 years, Tri-City Mental Health has partnered with the Pomona Unified School District to improve communication, collaboration, referral and mental health treatment support for the students and families of PUSD. The Agreement to continue that partnership and allows for Tri-City staff to provide services on-site at PUSD schools as requested by students and families. In fiscal year 2020-2021, PUSD approved for two of their sites, Ganesh High School and Palomares Middle School, to be Medi-Cal certified for Tri-City program services, thus allowing for the designation of specific office space and the placement of Tri-City clinical staff on those campuses during the school year.

Funding

There is no funding impact. The purpose of this Agreement is to foster collaboration between PUSD and Tri-City staff to ensure timeliness of care and the expansion of access points to care for PUSD students already eligible for Tri-City services.

Recommendation

Staff recommends that the Governing Board adopt Resolution No. 607 approving the Agreement with PUSD and authorize Executive Director to execute the Agreement.

Attachment

Attachment 6-A: Resolution No. 607 – DRAFT

Attachment 6-B: PUSD-TCMHA Agreement for Mental Health Services -Effective 09152021

RESOLUTION NO. 607

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH THE POMONA UNIFIED SCHOOL DISTRICT FOR MENTAL HEALTH SERVICES

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”) is certified by the California Board of Behavioral Sciences as provider of mental health services.

B. The Authority desires to provide mental health services to certain Pomona Unified School District students and their families identified and referred by the District.

C. The Authority approves to render services pursuant to the terms of the Agreement.

2. Action

The Governing Board approves the agreement for mental health services with the Pomona unified School District commencing on September 15, 2021 through June 30, 2024; and authorizes the Executive Director to execute the Agreement.

3. Adoption

PASSED AND ADOPTED at a regular meeting of the Governing Board held on September 15, 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:_____

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("**Agreement**") is made and entered into effective as of September 15, 2021 ("**Effective Date**"), by and between the POMONA UNIFIED SCHOOL DISTRICT, a public agency of the State of California ("**District**"), and TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California ("**Provider**").

RECITALS

WHEREAS, District desires to provide mental health services to certain of District's students and their families identified and referred by District.

WHEREAS, Provider is certified by the California Board of Behavioral Sciences as a provider of mental health services and is experienced in the provision of such services.

WHEREAS, the Board of Education ("**Board**") of the District desires to contract with Provider to provide the Services (as defined below) and Provider desires to render the Services pursuant to the terms of this Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above recitals and of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Term. This Agreement shall cover Services (as defined herein) performed during the period (the "**Term**") from July 1, 2021 through June 30, 2024 (the "**Termination Date**"). This Agreement shall automatically terminate on the Termination Date, unless earlier terminated pursuant to **Section 14** hereof.

2. Services.
 - 2.1 As directed by District, Provider shall provide appropriate mental health services to certain of District's Medi-Cal-eligible children and their families identified and referred by District, such services to include, without implied limitation, the following: individual, collateral, family and group psychotherapy services, counseling and case management services to be provided at District school sites.

 - 2.2 In connection with the services described in **Section 2.1** above, Provider also shall provide, as permitted under applicable confidentiality laws and valid releases from parents/legal guardians, the following product(s) according to the following schedule: N/A (collectively, "**Products**"). The services described above in this Section and the Products shall hereinafter collectively be referred to as the ("**Services**").

- 2.3. Provider shall provide the Services to District Superintendent Richard Martinez and/or his designee for this matter ("**District's Designee**"), who is currently, Patricia Azevedo, Director, School Mental Health Services, or her successor. The scope of the Services shall be subject to the approval of District's Designee in District's Designee's sole and absolute discretion.
- 2.4. District shall make available to Provider, as necessary and to the extent reasonably possible, District facilities suitable for the confidential nature of the Services to be provided hereunder. In the event such District facilities are not available or appropriate at a given time for a student/family receiving Services hereunder, District shall make arrangements with Provider for a suitable alternative location approved by District's Designee in District's Designee's sole and absolute discretion.
- 2.5. It shall be Provider's responsibility to verify the Medi-Cal eligibility of any District student referred as a Medi-Cal-eligible student to Provider by District for Services hereunder, and Provider shall bear the sole risk of any mistaken verification of Medi-Cal eligibility and shall not be entitled to any compensation from District for the provision of Services to a Medi-Cal-identified student who Provider subsequently determines is ineligible for Medi-Cal.
- 2.6. If Provider determines that a District student is not eligible for Medi-Cal, Provider shall immediately refer the student back to District and, upon District request, shall assist District in finding a suitable alternative program for the student.

3. Remuneration.

- 3.1. Provider shall not be entitled to any compensation or benefit from District of any kind or type for the Services to be provided hereunder. Provider understands and acknowledges that its sole source of remuneration for the Services provided hereunder is any reimbursement Provider may successfully obtain from Medi-Cal or other available funding source.
- 3.2. Provider shall not charge families for any Services rendered under this Agreement unless such Services and charges are clearly identified in writing and agreed upon in advance as an obligation of the parents/guardians in a writing signed by the parents/guardians. In no event shall the agreed-upon charges obligate District financially, nor shall District incur any obligation or expense in connection therewith.

4. Independent Contractor.

- 4.1 In connection with the performance of the Services, the District and Provider acknowledge that Provider is an independent contractor and not an officer, agent or employee of the District. Consequently, Provider shall pay all personal State and Federal taxes as an independent contractor and acknowledges that, as an independent contractor, Provider is not covered by District under California workers' compensation, unemployment insurance or other employment-related laws.

- 4.2. District and Provider hereby acknowledge that Provider shall determine Provider's own hours of work and work location; purchase, lease and/or maintain Provider's own office, facilities and equipment; hire, fire, direct and control Provider's agent(s), employee(s) or other representative(s) at Provider's sole discretion; and shall be available to perform services for other school districts and/or the general public.
- 4.3. District and Provider further acknowledge that District shall not provide Provider with any training or instructions (other than job specifications) or tools and equipment (other than the occasional use of District facilities and equipment). Should Provider require the use of the District's facilities and equipment, Provider accepts the responsibility to coordinate with the District's Designee the specific time(s) and use(s) in order to avoid any conflict of time(s) and use(s) of such District facilities and equipment.
- 4.4. Provider shall assume all ordinary expenses incurred in the performance of this Agreement. Such ordinary expenses shall include, without implied limitation, document reproduction expenses and telephone charges. Services and expenses that are above the ordinary and may be required shall not be reimbursable unless previously authorized in writing by District's Designee and shall be covered by a specific addendum to this Agreement.
- 4.5. In performing the Services specified by District as set forth above, Provider shall determine the methods, details, and means of providing such Services. However, upon request, Provider shall submit an oral and/or written summary of Provider's methods, details and means of providing such Services.
- 4.6. Provider shall at all times remain solely responsible for the Services to be provided pursuant to this Agreement, regardless of whether Provider should choose to employ any agent(s), employee(s) or other representative(s) to perform any or all of such Services; provided, however, that because of Provider's special expertise and potential contact with students, Provider shall not subcontract, assign or otherwise transfer any portion of the Services or this Agreement or any interest therein, without the prior written approval of District's Designee in District's Designee's sole and absolute discretion. Such approval shall be attached and made part of this Agreement. Subcontracts may be entered into only with providers certified by the California Board of Behavioral Sciences. Any attempt to subcontract, assign or otherwise transfer any portion of the Services or this Agreement without District's Designee's prior written approval shall be void and without effect, and shall permit District to terminate immediately this Agreement. Provided that District's Designee delivers to Provider prior written approval of the use of subcontractors (collectively, "**Subcontractors**"), Provider acknowledges that all Subcontractors shall comply with **Section 5** of this Agreement. Any failure of Provider's Subcontractors to comply with the terms of **Section 5** of this Agreement shall subject Provider to liability under this Agreement pursuant to **Section 10** of this Agreement.

- 4.7. Any Subcontractor(s) shall be at no expense to District and shall be paid from Provider's own resources and billings. Provider shall pay all wages, salaries, benefits and other amounts due Provider's Subcontractors, and shall be responsible for all reports and obligations respecting Provider's Subcontractors.
- 4.8. Provider shall provide all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as employed by others in the same profession in California. Provider represents and maintains that Provider is skilled in the professional calling necessary to perform the Services. Provider warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Provider represents that Provider, Provider's employees and Subcontractors, if approved pursuant to **Section 4.6** of the Agreement, have all licenses, permits, qualification and approvals of whatever nature that are legally required to perform the Services, including a business license from the community where Provider's business is located, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. Provider shall perform, at its own cost and expense and without reimbursement from District, any Services necessary to correct errors or omissions that are caused by Provider's failure to comply with the standard of care provided for herein and shall be fully responsible to the District for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from Provider's errors and omissions.

5. Criminal Background Check.

- 5.1. Provider and all of Provider's employees, and Subcontractors, if approved pursuant to **Section 4.6** of this Agreement, shall comply with all requirements related to fingerprinting set forth in California Education Code Section 45125.1, and all District Administrative Regulations related to Fingerprint Background Checks prior to any substantial contact with any students, including, without implied limitation, prior to coming onto District's school grounds or having any contact with District's students in locations other than District school grounds, and further including more than limited contact or communication with any District students online (any of the foregoing means of contact or communication hereinafter referred to as "**Substantial Contact**").
- 5.2. In accordance with and as required by California Education Code Section 45125.1, upon receipt of any employee or Subcontractor criminal background checks required under **Section 5.1**, Provider shall certify in writing to District the following: "Neither the Provider nor any of its employees and/or Subcontractors who are required in accordance with Section 45125.1 of the California Education Code to submit or have their fingerprints submitted to the California Department of Justice and who may come in contact with District students have been convicted of a felony as defined in Section 45122.1 of the California Education Code."

- 5.3. Furthermore, Provider shall register with the California Department of Justice for subsequent offender notification of its employees and Subcontractors who provide Services to, or may have repeated or ongoing Substantial Contact with, District students. It is Provider's responsibility prior to commencing Services and on an ongoing basis through the Term of this Agreement, to provide District with updated information and changes in status on such employees and Subcontractors in full and complete compliance with California Education Code Section 45125.1.
6. Child Abuse Reporting.
- 6.1 Provider warrants and represents to District that all staff members, including volunteers, are familiar with and agree to adhere to child abuse reporting obligations and procedures under California law, including, but not limited to, California Education Code Section 49370 and California Penal Code Section 11166 et seq. Provider shall provide annual training to all its employees regarding mandated reporting of child abuse. Provider warrants and represents that all staff members will abide by such laws in a timely manner.
- 6.2 Unless prohibited by law, Provider shall submit immediately, and no later than within twenty-four (24) hours, by facsimile and mail provide an accident or incident report to the District when it becomes aware of reportable circumstances, including, but not limited to, allegations of molestation or child abuse, pertaining to children under Provider's supervision pursuant to this Agreement.
7. Confidentiality. Provider and all Subcontractors shall maintain the confidentiality of all information and records received in the course of providing the Services, in accordance with the provisions of applicable federal and state statutes and regulations including but not limited to California Welfare and Institutions Code Section 5328. This requirement shall extend beyond the effective termination or expiration date of this Agreement. This Section shall not be construed as prohibiting either party hereto from disclosing information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligations and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure.
8. Health Insurance Portability and Accountability Act ("HIPAA"). In accordance with the Health Insurance Portability and Accountability Act and the associated HIPAA regulations (45 CFR Parts 160 and 164), the parties to this Agreement shall establish and implement appropriate safeguards for any Protected Health Information (as defined under HIPAA) that may be created, received, used or disclosed by them in connection with the Services and this Agreement.
9. Insurance.
- 9.1 Provider shall, at Provider's expense, procure and maintain for the duration of this Agreement general liability, workers' compensation, if required by applicable law, automobile liability, professional liability, sexual abuse and molestation liability and other insurance to protect against claims for injuries to persons or damages to

property which may arise from or in connection with the performance of the Agreement by Provider and Provider's Subcontractors, agents, or representatives. District in no way represents or warrants that the insurance required under this **Section 9** is sufficient to protect Provider for liabilities that may arise from or relate to this Agreement.

- 9.2. The general liability insurance shall have a per-occurrence limit of not less than Two Million Dollars (\$2,000,000), Four Million Dollars (\$4,000,000) in the aggregate. All such insurance will be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by Provider of the indemnity provisions set forth in this Agreement.
- 9.3. The workers' compensation insurance, if required by applicable law, shall insure Provider's obligations and liabilities under the workers' compensation laws of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.
- 9.4. The automobile liability shall have an each-occurrence limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage. The automobile insurance shall be at least as broad as the latest version of the Insurance Office Business Auto Coverage form number CA 001, code 1 (any auto). The automobile liability policy shall be endorsed to state that: (A) the District, its Board members, superintendent, officers, employees, volunteers, agents and representatives shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Provider or for which the Provider is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its Board members, superintendent, officers, employees, volunteers, agents and representatives, or if excess, shall stand in an unbroken chain of coverage excess of the Provider's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its Board members, superintendent, officers, employees, agents and volunteers shall be excess of the Provider's insurance and shall not be called upon to contribute with it.
- 9.5. Provider shall procure and maintain during the Term and for a period of five (5) years following completion of the Services, professional liability insurance in an amount of not less than One Million Dollars (\$1,000,000) per claim, Two Million Dollars (\$2,000,000) in the aggregate, which shall be endorsed to include contractual liability.
- 9.6. Provider shall procure and maintain for the duration of this Agreement sexual abuse and molestation liability insurance. Such insurance shall provide for limits of not less than Three Million Dollars (\$3,000,000) per occurrence, Six Million Dollars (\$6,000,000) in the aggregate.

9.7. All commercial general liability, automobile liability or comparable policies maintained by Provider shall name District and such other persons or firms as District specifies from time to time as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, and employees as a result of the negligent acts or omissions of Provider. All such policies maintained by Provider shall provide that they may not be terminated nor may coverage be reduced except after thirty (30) days' prior written notice to District. All commercial policies maintained by Provider will be written as primary policies, not contributing with and not supplemental to the coverage that District may carry. Certificates of insurance, together with originals of the endorsements that name District as an additional insured, extending coverage on a primary, non-contributory basis, shall be delivered to District prior to Provider's commencement of the Services and from time to time at least thirty (30) days prior to the expiration of the term of each such policy. The certificate(s) of insurance shall reference this Agreement by name, and the insured party named on the certificate(s) shall match the name of the Provider as identified in this Agreement. If an insurance policy is provided on a claims-made basis, then (i) the retroactive and continuity dates must begin before the Effective Date of this Service Agreement, (ii) Provider shall maintain the insurance for five (5) years after the completion of the Services under this Agreement, and (iii) if the coverage is cancelled or non-renewed and not replaced with another claims-made policy with a retroactive date prior to the Effective Date of this Agreement, Provider must purchase extended reporting coverage for a minimum of five (5) years after the completion of the Services under this Agreement. Certificates of insurance must be provided through the period of the extended reporting option, or a copy of the endorsement evidencing the purchase of the extended reporting option shall be provided. Provider shall not commence providing the Services under this Agreement until it has provided evidence satisfactory to District that Provider has secured all insurance required under this section. Neither District's failure to obtain a complying certificate of insurance or endorsement from Provider, nor District's receipt of or failure to object to a non-complying insurance certificate or endorsement or any other insurance documentation provided by Provider, its insurance broker and/or insurer(s), shall be construed as a waiver of any of the insurance requirements of this **Section 9**; provided however, that District may, in its sole discretion and in limited circumstances, modify or waive certain of these insurance requirements pursuant to an insurance sufficiency review based on the nature and scope of the Services. Provider also shall require all of Provider's Subcontractors to procure and maintain the same insurance for the duration of the Agreement. In addition, Provider shall not allow any Subcontractor to commence work on any subcontract until the Subcontractor has provided evidence satisfactory to District that the Subcontractor has secured all insurance required under this section.

10. Indemnity.

10.1. Provider indemnifies and shall defend, with counsel chosen by District, and hold free and harmless District, its elected and appointed Board members, superintendent,

employees, volunteers, attorneys and agents from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to (i) any breaches by Provider of its representations and warranties in this Agreement or (ii) any alleged acts, omissions or willful misconduct of Provider, Provider's Subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of the Services or this Agreement; including, without implied limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses, and notwithstanding any limits on Provider's insurance coverage or benefits. Provider shall defend, with counsel chosen by District, at Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents. Provider shall pay and satisfy any judgment, award or decree that may be rendered against District or its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents, in any such suit, action or other legal proceeding. Provider shall reimburse District and its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents. The indemnification obligations of this **Section 10.1** shall survive the expiration or termination of this Agreement.

- 10.2. District indemnifies and shall defend and hold free and harmless Provider, its board members or trustees, employees, volunteers, attorneys and agents from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts or omissions of District and District's officers, employees, agents and representatives arising out of or in connection with the performance of this Agreement, including, without implied limitation, the payment of all consequential damages and reasonable attorneys' fees and other related costs and expenses. District shall pay and satisfy any judgment, award or decree that may be rendered against Provider or its governing board members or trustees, employees, volunteers, attorneys and agents, in any such suit, action or other legal proceeding arising out of District 's negligent acts, errors or omissions arising out of the performance of this Agreement. District shall reimburse Provider and its governing board members or trustees, employees, volunteers, attorneys, and agents, for any and all reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. District's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Provider, its governing board members or trustees, employees, volunteers, attorneys and agents. The indemnification obligations of this Section 10.2 shall survive the expiration or termination of this Agreement.

11. 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:

PROVIDER:

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

DISTRICT:

Pomona Unified School District
Assistant Superintendent/
Chief Business Officer
800 S. Garey Avenue
Pomona, CA 91766

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

12. District's Right to Employ Other Providers. District reserves the right to employ other Providers in connection with the Services.

13. Conflicts of Interest. Provider shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the District. Notwithstanding any other provision contained herein, District shall have the right to immediately terminate this Agreement in the event it is determined by District's Designee or the Superintendent of the District that a real or apparent conflict of interest exists that cannot be resolved. Provider agrees to furnish to District, upon request, a valid copy of the most recently adopted partnership agreement or bylaws of the corporation and also a complete and accurate list of the members of Provider's governing board of directors, or trustees, or partners, as applicable, and to timely update said information as changes in such governance occur. Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing Services hereunder, including, but not limited to, employment with District.

14. Termination.

14.1 Either party will have the right to terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of same. Additionally, either party may terminate this Agreement effective upon notice of same if: (i) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (ii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

14.2 This Agreement may be terminated by District for any reason by giving thirty (30) days' written notice to Provider. Additionally, this Agreement may be terminated by

District effective upon written notice to Provider if the performance of the Services by Provider is rendered impossible or substantially impracticable, or is otherwise suspended, due to force majeure as set forth in **Section 20** of this Agreement.

- 14.3 Upon the effective date of termination of this Agreement: (i) Provider may immediately cease providing Services hereunder; (ii) any and all payment obligations of District for Services performed under this Agreement as of the date of termination will become due immediately, net thirty (30) days; and (iii) within thirty (30) days of such termination, Provider shall refund to District any advance deposits made by District and the pro-rata amount of any prepaid fees attributable to the unexpired period of the Agreement or that are otherwise for Services not yet performed.
15. Continued Funding. Provider understands and acknowledges that this Agreement may involve Services to be performed in different fiscal years. While it is the intent of District to utilize Provider continuously throughout the Term irrespective of fiscal years, Provider and District acknowledge that all Services in fiscal years subsequent (“**Subsequent Fiscal Year**”) to the fiscal year of Agreement execution are contingent upon availability of continued funding. If any portion(s) of District’s financial budget affecting the Subsequent Fiscal Year does not appropriate sufficient funds for the Services to be performed in such fiscal year and/or related programs, or if grant funds related to the Services and/or related programs are not available for any reason whatsoever, this Agreement shall be of no further force and effect. In this event, District shall have no liability to pay any funds to Provider under this Agreement for Services to be performed in the Subsequent Fiscal Year and Provider shall not be obligated to perform any Services in the Subsequent Fiscal Year. In such instances, particularly when partial funding remains available, District shall have the option to either terminate this Agreement with no liability occurring to District, or District may offer an amendment to this Agreement to reflect the reduced availability of funds.
16. Non-Discrimination. In the performance of the Services hereunder, Provider represents and warrants that Provider and Provider's Subcontractors, officers, employees, agents and representatives will not engage in discrimination on any basis or in any manner designated as unlawful under the following:
- (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving federal financial assistance;
 - (ii) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in any education program or activity receiving federal financial assistance;
 - (iii) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in any program or activity receiving federal financial funding;

- (iv) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance; and
 - (v) All regulations, guidelines, and standards lawfully adopted under the above statutes by the United States Department of Education.
17. Prevailing Wages. If the Services are being performed as part of an applicable “public works” or “maintenance” project, Provider shall keep fully informed of and in compliance with the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects as defined by the Prevailing Wage Laws. If the Services are being performed as part of an applicable "public works" or “maintenance” project, and if the total compensation is One Thousand Dollars (\$1,000) or more, Provider shall fully comply with the Prevailing Wage Laws. The applicable prevailing rates of per diem wages may be obtained from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations. In the alternative, copies of the prevailing rates of per diem shall be on file at the District office. Provider shall make available to interested parties upon request copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform the Services, and shall post copies at the Provider's principal place of business and at the project site. Provider indemnifies and shall defend, with counsel chosen by District, and hold District, its Board members, superintendent, employees, volunteers, attorneys and agents free and harmless from any and all claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
18. Compliance with Laws. Provider shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Provider shall be liable for all violations of such laws and regulations in connection with providing the Services. If Provider performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to District, Provider shall be solely responsible for all costs arising therefrom. Provider shall defend, indemnify and hold free and harmless District, its Board members, superintendent, employees, volunteers, attorneys and agents, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
19. Licensing. Provider shall, during the Term of this Agreement, obtain and maintain all licenses, certifications, permits and approvals of whatever nature that are legally required to provide the Services. Provider shall obtain a business license from the community where Provider's independent consulting business is located.
20. Force Majeure. In the event that performance on the part of either party hereto is unavoidably delayed or suspended as a result of circumstances beyond said party's

reasonable control (the effects of which could not be prevented, mitigated or overcome by said party through the exercise of reasonable care and foresight, including the expenditure of reasonable sums), not including changes in market conditions, and not as a result of the negligent or willful acts or omissions of said party, then neither of the parties shall incur any liability to the other party as a result of such delay or suspension. Circumstances deemed to be beyond the control of a party hereunder shall include, but not be limited to, natural phenomena (acts of God) such as fires, floods, earthquakes, or severe storms; acts of war; terrorist acts or other acts of public enemies; insurrection; civil disturbance; labor strikes; government action (including action of a government authority resulting in a moratorium on the activities relating to this Agreement); national, state or local emergency; and epidemics or quarantine restrictions. The party invoking force majeure shall give prompt notice to the other party.

21. Governing Law; Venue. This Agreement shall be governed by the laws of the State of California without regard to principles of conflict of laws. Venue for any lawsuit or claim arising out of or related to this Agreement shall be the County of Los Angeles. This Agreement shall not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of services under this Agreement, such services shall not be deemed "goods" within the definition of the Uniform Commercial Code.
22. Integration. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. Neither of the parties has relied upon any oral or written representation or oral or written information given to the party by any representative of the other party.
23. Severability. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement; provided that the Agreement so modified preserves the basic intent of the parties.
24. Modification. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall be void and of no force or effect.
25. Construction of Agreement. This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

26. Survival. Sections 6, 7, 8 and 9 hereof, as well as any provisions of this Agreement that expressly extend or by their nature should extend beyond termination or expiration of this Agreement, shall survive and continue in full force and effect after any termination or expiration of this Agreement.
27. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
28. Headings. The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.
29. Attorneys' Fees. In the event of any action or proceeding (including, without implied limitation, any bankruptcy proceeding) to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.
30. Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.
31. Assignment. Provider shall not assign this Agreement or any interests therein without the prior written approval of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.
32. No Third-Party Benefit. It is expressly understood and agreed that this Agreement is entered into solely for the mutual benefit of the parties hereto and that no benefits, rights, duties, or obligations are intended or created by this Agreement as to third parties not a signatory hereto.
33. Public Record. Provider understands and acknowledges that under the California Public Records Act (CPRA), this Agreement is a public record subject to disclosure under the CPRA, and District shall have no obligation to provide written notification to Provider prior to disclosure thereof pursuant to a CPRA public records request or otherwise.
34. Authority. Provider has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the persons who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.
35. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 36. Education Code Section 17604. In accordance with California Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board of the District duly passed and adopted.
- 37. APPROVED SIGNATURE. THIS AGREEMENT IS NOT VALID OR AN ENFORCEABLE OBLIGATION AGAINST THE DISTRICT UNTIL SIGNED BY THE SUPERINTENDENT OR THE SUPERINTENDENT'S APPROVED DESIGNEE NAMED BELOW.

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

TRI-CITY MENTAL HEALTH AUTHORITY
 a joint powers agency organized under the
 laws of the State of California

POMONA UNIFIED SCHOOL DISTRICT
 a public agency of the State of California

 Antonette Navarro
 Executive Director

 Sandra Garcia, Assistant Superintendent/
 Chief Business Officer

Approved by Board: _____

Approved as to Form:

MUNDELL, ODLUM & HAWS, LLP
 General Counsel



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: September 15, 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

SUBJECT: Consideration of Resolution No. 608 Approving An Amendment to the MHSA Annual Update FY 2021-22 Authorizing the Transfer of Funds in the Amount of \$1,300,000 from Community Services and Supports (CSS) Plan to the Capital Facilities and Technology Needs (CFTN) and Workforce Education & Training (WET) Plans

Summary:

Staff recommends that the Governing Board authorizes the Amendment to the MHSA Annual Update FY 2021-2022 which will allow the transfer of funds in the amount of \$1,300,000 from Community Services and Supports (CSS) to be distributed as follows: Capital Facilities and Technological Needs (CFTN) in the amount of \$400,000, and Workforce Education and Training (WET) in the amount of \$900,000.

Background

The Community Service and Supports (CSS) plan receives the largest portion of MHSA funding at 76%. The California Code of Regulations § 3420.10 allows for the transfer of excess funds from the Community Services and Supports (CSS) account to Prudent Reserve, CFTN account and WET account. This ability to reallocate funds creates the sustainability of the CFTN and WET plans since each received only a one-time allocation at the time of approval.

In March of 2015, the CFTN plan was updated to include the purchase of an office building located at 2001 N. Garey in Pomona to house the MHSA Administrative staff. Tri-City then commenced with needed renovations and improvements which were completed in FY 2015-16. In May of 2019, an additional \$700,000 was transferred from CSS to CFTN for added improvements including electrical upgrades. However, with the anticipated expansion of Agency personnel based on efforts to increase recruitment and retention, and the continuing need to ensure staff and client safety through social distancing, it has since been determined that additional office space will be needed at this location. With the rising cost of materials and labor, supplementary funds are needed to ensure the completion of preapproved projects in addition to the construction of the proposed new office space.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 608 Approving An Amendment to the MHSA Annual Update FY 2021-22 Authorizing the Transfer of Funds in the Amount of \$1,300,000 from Community Services and Supports (CSS) Plan to the Capital Facilities and Technology Needs (CFTN) and Workforce Education & Training (WET) Plans
September 15, 2021
Page 2

Therefore, the \$400,000 in CSS funding from this proposal will be used to construct four new office spaces at the MHSA Administration Office.

Workforce Education and Training (WET) which also received a one-time allocation at the time of approval, focuses on strengthening and supporting existing staff and caregivers through trainings while also concentrating on attracting new staff and volunteers to ensure future mental health personnel.

Therefore, the \$900,000 in CSS funds will be allocated to the following: 1) creating two new staff positions in WET; Social Media Specialist to enhance Tri-City's web presence while promoting the benefits of employment, and Diversity Equity and Inclusion Coordinator who will focus on ensuring an inclusive and equitable representation within Tri-City's workforce, stakeholders and cultural groups and 2) funding to develop a student loan repayment program which will earmark funds to be paid on behalf of staff towards their student loan debt, after one year of employment.

Funding

The funding source for this proposal is through the Community Services and Supports Plan which is 100% MHSA.

Recommendation:

Staff recommends that the Governing Board adopts Resolution No. 608 approving the Amendment to MHSA Annual Update FY 2021-22, authorizing the transfer of funds from Community Services and Supports Plan (CSS) in the amount of \$400,000 to Capital Facilities and Technological Needs Plan, and \$900,000 to Workforce Education and Training Plan.

Attachments

Attachment 7-A: Resolution No. 608 - DRAFT

Attachment 7-B: Amendment to MHSA Annual Update FY 2021-22 - DRAFT

RESOLUTION NO. 608

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING AN AMENDMENT TO MHSA ANNUAL UPDATE FY 2021-22 AUTHORIZING THE TRANSFER OF FUNDS IN THE AMOUNT OF \$1,300,000 FROM COMMUNITY SERVICES AND SUPPORTS (CSS) PLAN TO THE CAPITAL FACILITIES AND TECHNOLOGY NEEDS (CFTN) AND WORKFORCE EDUCATION & TRAINING (WET) PLANS

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 amend its Mental Health Services Act (MHSA) Annual Update Fiscal Year 2021-22 to transfer excess funds in the amount of \$1,300,000 from the Community Services and Supports (CSS) Plan to the Capital Facilities and Technology Needs (CFTN) and Workforce Education & Training (WET) Plans.

B. The California Code of Regulations § 3420.10 allows for the transfer of excess funds from CSS account to Prudent Reserve, CFTN account and WET account. This ability to reallocate funds creates the sustainability of the CFTN and WET plans since each received only a one-time allocation at the time of its inception.

2. Action

The Governing Board approves the Amendment to the MHSA Annual Update FY 2021-22 authorizing the transfer of funds from the CSS Plan in the amount of \$400,000 to the CFTN Plan and \$900,000 to the WET Plan.

3. Adoption

PASSED AND ADOPTED at a regular meeting of the Governing Board held on September 15, 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:_____



Amendment to MHSA Annual Update FY 2021-22

Request CSS Fund Transfer to Capital Facilities and Technological Needs (CFTN) and Workforce Education and Training (WET).

Subject:

Approval for Amendment to MHSA Annual Update for Fiscal Year 2021/2022 and request for transfer of funds in the amount of \$1,300,000 from Community Services and Supports (CSS) to be allocated as follows:

Capital Facilities and Technological Needs (CFTN)	\$400,000
Workforce Education and Training (WET)	\$900,000
Total	\$1,300,000

Summary:

Tri-City Mental Health is seeking approval for the transfer of Community Services and Supports (CSS) funds in the amount of \$400,000 to the Capital Facilities and Technological Needs (CFTN) Plan for the purpose of construction costs related to expanding office space at the MHSA Administration Building and \$900,000 to the Workforce and Education and Training (WET) Plan for the purpose of adding two new staff positions and providing recruitment incentives for new hires.

Background:

Passed by California voters in November 2004, Proposition 63, also known as the Mental Health Services Act (MHSA), created a dedicated 1% increase in income taxes on personal income over \$1 million to be used for community mental health services. To access these funds, Tri-City Mental Health, initiated a comprehensive community planning process and invited stakeholders from the cities of Pomona, Claremont, and La Verne to provide critical input and feedback regarding the development of five MHSA plans; Community Services and Supports (CSS), Prevention and Early Intervention (PEI), Innovation (INN), Workforce Education and Training (WET) and Capital Facilities and Technological Needs (CFTN). In accordance with the Mental Health Services Act, each of these five plans are funded with a designated amount of MHSA funding received by Tri-City. The CSS, PEI, and INN plans receive an ongoing percentage of funds while the CFTN and WET plans were funded with a one-time allocation.

The Community Service and Supports (CSS) plan, which receives the largest portion of MHSA funding at 76%, provides intensive treatment and transition services for people who experience serious and persistent mental illness or severe emotional disturbances or who are at risk of SMI/SED. In addition, the California Code of Regulations § 3420.10 allows for the transfer of excess funds from the Community Services and Supports (CSS) account to Prudent Reserve, CFTN account and WET account.

ATTACHMENT 7-B

This ability to reallocate funds is critical to the sustainability of the Capital Facilities and Technological Needs (CFTN) and Workforce Education and Training (WET) plan since each received only a one-time allocation at the time of approval.

Current CFTN Plan Status:

Capital Facilities and Technological Needs (CFTN) focuses on improvements to facilities, infrastructure, and technology of the local mental health system. In March of 2015, the CFTN plan was updated to include the purchase of an office building located at 2001 N. Garey in Pomona to house the MHSA Administrative staff. Tri-City then commenced with needed renovations and improvements which were completed in FY 2015-16. In May of 2019, an additional \$700,000 was transferred from CSS to CFTN for added improvements including electrical upgrades.

However, with the anticipated expansion of Agency personnel based on efforts to increase recruitment and retention, and the continuing need to ensure staff and client safety through social distancing, it has since been determined that additional office space will be needed at this location. With the rising cost of materials and labor, supplementary funds are needed to ensure the completion of preapproved projects in addition to the construction of the proposed new office space.

Therefore, the \$400,000 in CSS funding from this proposal will be used to construct four new office spaces at the MHSA Administration Office. While considering the rising cost in building materials due to COVID, Tri-City staff determined this amount should be sufficient to cover this expansion and any remaining upgrades.

Current WET Plan Status:

Workforce Education and Training (WET) which also received a one-time allocation at the time of approval focuses on strengthening and supporting existing staff and caregivers through trainings while also concentrating on attracting new staff and volunteers to ensure future mental health personnel.

As with other county mental health agencies, Tri-City is facing a hiring crisis. Since January 1, 2021, 25 employees have resigned with 7 more resignations pending. With a total of 32 resignations, or approximately 16% of our workforce leaving in the first 8 months of the year, this matter has become disconcerting. Especially since during the entire year of 2020, Tri-City only experienced a total of 22 resignations (11.18% of workforce).

Although Tri-City has engaged in a robust approach to recruitment, this Agency has failed to keep pace with the employee exodus. For 2021 year-to-date, there have only been 22 new hires. Current recruitment efforts include Tri-City being featured in an Inland Empire Magazine advertising employment opportunity; negotiations to secure advertising space on the electronic billboard; outreach to social work programs at Inland Empire colleges and local Employment Development Departments to secure space at career fairs and on job boards. Finally, "We Are Hiring" banners are prominently displayed outside all five TCMH buildings.

Yet even with the implementation of these aggressive outreach endeavors, Tri-City continues to experience a low response rate with resumes and has identified the need to develop a more effective recruitment and retention strategy. Therefore, the \$900,000 will be allocated to the following: 1) creating

two new staff positions in WET; Social Media Specialist to enhance Tri-City’s web presence while promoting the benefits of employment, and Diversity Equity and Inclusion Coordinator who will focus on ensuring an inclusive and equitable representation within Tri-City’s stakeholders and cultural groups and 2) funding to develop a student loan repayment program which will earmark funds to be paid on behalf of staff who have student loan debt upon completion of a year of employment.

Stakeholder Involvement:

In preparation for this amendment to the MHSA Annual Update FY 2021-22, the MHSA Projects Manager convened a virtual stakeholder meeting on August 11, 2021, at 5:30 pm (after-hours), to accommodate community members who may be working or attending school. The purpose of this meeting was to invite stakeholders to review and provide input regarding the allocation of a surplus of MHSA funds currently held under the Community Services and Supports (CSS) plan. The presentation for this meeting included a brief introduction of the Mental Health Services Act (MHSA) as well as a review of each of the proposed MHSA plans under consideration to receive these funds. The plans include Capital Facilities and Technological Needs (CFTN) and Workforce Education and Training (WET).

Following the presentation, attendees asked several clarifying questions before voting on this proposal. A high majority of stakeholders voted in favor of this proposal and the results are below:

MHSA Plan	Transfer Amount	Stakeholder Approval %
Capital Facilities and Technological Needs (CFTN)	\$400,000	82%
Workforce Education and Training (WET)	\$900,000	86%
Total	\$1,300,000	Approved

This plan was posted for a 30-day public comment period beginning Friday, August 13, 2021, until September 14, 2021, on Tri-City’s website as well as all social media sites including Facebook, Instagram, and Twitter. In addition, this amendment was distributed to community locations which are currently open, subject to COVID restrictions. All written and verbal comments received during this comment period will be reviewed by Tri-City staff and included in the final document.

This plan will then be presented to the Mental Health Commission on September 14, 2021, with a request for endorsement to the Tri-City Governing Board on September 15, 2021. If approved and adopted by the Tri-City Governing Board, this plan will immediately become effective, and funds will be available for transfer as indicated.



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

DATE: September 15, 2021

TO: Governing Board of Tri-City Mental Health Authority

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

SUBJECT: Consideration of Resolution No. 609 Adopting the Tri-City Mental Health Authority Sign-on Bonus Policy and Procedure No. II.22 Effective September 15, 2021

Summary:

Over the last 8 months and as reported in July's Board Report, Tri-City is currently experiencing, along with the rest of nation, a "turnover tsunami." Therefore, in an effort to remain competitive in the public behavioral health field, during a time where larger agencies, including managed care plans are offering large sign-on bonuses, staff is recommending the implementation of our very own Sign-on Bonus policy.

Background:

Since the beginning of the calendar year, Tri-City has experienced a 17.3% turnover of our current workforce with 35 resignations from January – August 2021. Again, this is in comparison to a total of 22 resignations (11.8%) in the entire calendar year of 2020. Coupled with the rise in resignations, due in large part to there being an abundance of offers out there for behavioral health professionals, it has become increasingly more difficult to attract and retain qualified behavioral health staff.

From January – August 2021, Tri-City has been successful at filing 23 vacancies. Unfortunately, we have been unable to keep pace with the amount of resignations that we have experienced. Additionally, this sign-on bonus policy is similar to those policies offered at other public agencies for difficult to recruit/difficult to fill classifications such as nurses, public safety, engineers and mechanics. Hence, staff is requesting the Tri-City Governing Board approve and adopt the Sign-on Policy in order to continue to attract and recruit behavioral health professionals passionate about serving our community.

Fiscal Impact:

Currently, Tri-City had approximately 73 positions created over the last fiscal year for recruitment. With the offering of a \$2,500 sign-on per vacancy created, the total estimated cost of implementing this policy would be \$182,500.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 609 Adopting the Tri-City Mental Health Authority Sign-on Bonus Policy and Procedure No. II.22 Effective September 15, 2021
September 15, 2021
Page 2

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 609 approving Tri-City Mental Health Authority's Sign-on Bonus Policy and Procedure No. II.22.

Attachments

Attachment 8-A: Resolution No 609 - DRAFT

Attachment 8-B: Sign-on Bonus Policy and Procedure No. II.22 Effective September 15, 2021 - DRAFT

RESOLUTION NO. 609

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ESTABLISHING THE AUTHORITY'S SIGN-ON BONUS POLICY AND PROCEDURE NO. II.22, EFFECTIVE SEPTEMBER 15, 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 remain competitive in the public behavioral health field during a time when is currently experiencing, along with the rest of nation, a "turnover tsunami" due to the COVID-19 pandemic, and the managed care plans expansion into the behavioral health field.

B. The Authority, through its Sign-on Bonus policy, will offer a \$2,500 sign-on per vacancy created in order to continue to attract and recruit behavioral health professionals to serve our community.

2. Action

The Governing Board approves the Authority's Sign-On Bonus Policy and Procedure No. II.22, effective September 15, 2021.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 15, 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: Sign-on Bonus Policy	POLICY NO.: II.22	EFFECTIVE DATE: 09/15/2021	PAGE: 1 of 6
APPROVED BY: Governing Board Executive Director	SUPERCEDES: New	ORIGINAL ISSUE DATE: 09/15/2021	RESPONSIBLE PARTIES: Human Resources Finance

1. PURPOSE

- 1.1 To outline the requirements and responsibilities of both Tri-City (“Agency”) and the employee in relation to the sign-on bonus, which has been established to attract and retain competitive talent amidst a national crisis in hiring behavioral health personnel.
- 1.2 To standardize and clarify the process for which sign-on bonuses are paid, the timing of payments, the eligibility requirements and repayment, if applicable.
- 1.3 In an effort to meet dire hiring needs within the behavioral health profession as a result of the current pandemic, effective immediately, following Governing Board approval, sign on bonuses will be applied to all full-time, regular or probationary positions, except where excluded in Section 3.3, until such time that the pandemic declaration has ceased, been repealed, or staffing has been replenished to acceptable levels, or at such time that the Human Resources Manager, Chief Financial Officer or Executive Director deem it necessary due to stabilization of staffing levels, financial reasons or otherwise. At such time, sign on bonuses will be instituted on a case-by-case basis as set forth in Sections 3.4 and 4.1 below.

2. DEFINITIONS

When used in this Policy, the following terms shall have the meanings hereinafter set forth unless the context indicates otherwise:

- 2.1 **Employee** – is defined as a person whom is employed by Tri-City in, or has signed a conditional offer of employment for, a full-time, regular or probationary position.

3. POLICY

- 3.1 To establish criteria and approval authority for the administration of sign-on bonuses.



POLICY & PROCEDURE

SUBJECT: Sign-on Bonus	POLICY NO.: II.22	EFFECTIVE DATE: 09/15/2021	PAGE: 2 of 4
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- 3.2** This policy applies to all new hire employees who have signed a conditional offer of employment in acceptance of a full-time probationary or regular position. This policy does not apply to lateral transfers or appointments within the Agency.
- 3.3** This policy does not apply to the following classifications: Executive Management, Psychiatrist, part-time, provisional/interim, and internship classifications and positions.
- 3.4** Areas of Responsibilities.
- 3.4.1** Upon determination that an employee is eligible for the sign-on bonus and after communication to the employee of such eligibility, but prior to the payment of the sign on bonus, the new hire is responsible for the following:
- 3.4.1.1** Agreeing to and signing a conditional offer of employment between the employee and the Agency to assure the understanding of and the agreement to the stipulations of the bonus.
- 3.4.1.2** The employee must maintain employment at the Agency for a minimum of two (2) years from the completion date of the probationary period.
- 3.4.1.3** If the employee is unable to satisfy the 2-year minimum requirement as referenced above and chooses to separate before that point, the employee is responsible for repayment of the pro-rated portion of the sign-on bonus as set forth in this policy in Section 4.5.
- 3.4.2** Tri-City's Human Resources Manager is responsible for determining, based on past experience and historical or current staffing patterns, which classifications are deemed difficult to recruit and/or retain. This determination will be further reviewed and approved by the Finance Department.
- 3.4.3** Sign-on bonuses will be utilized for classification titles only and not for specific individuals when other recruitment methods have been unsuccessful.
- 3.4.4** Key factors in determining if a classification is difficult to recruit or retain consist of turnover frequency, existing vacancies, labor market factors, conditions of and staffing patterns for other like agencies in the same industry, results of previous recruitment/retention methods, specific



POLICY & PROCEDURE

SUBJECT: Sign-on Bonus	POLICY NO.: II.22	EFFECTIVE DATE: 09/15/2021	PAGE: 3 of 4
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qualifications for the classification and the difficulty in attaining such qualifications, and availability of funds for the purpose of a sign-on bonus.

3.4.5 Before communication of the sign-on bonuses to eligible employees, approval must be received from the Human Resources and Finance Departments.

3.5 Eligibility.

3.5.1 Employee must have applied for and successfully competed in a full-time, probationary or regular position recruitment.

3.5.2 The classification for which the employee is being offered a position must have been determined and approved to be difficult to recruit or retain as set forth in Section 3.4.4.

3.5.3 Employee must have signed a conditional offer of employment in acceptance of a position that is eligible for a sign-on bonus as set forth in this policy.

4. PROCEDURES

4.1 The Hiring Department Director may request or recommend the issuance of sign-on bonuses for classifications/positions that have been designated or determined to be difficult to recruit or retain. The Hiring Department Director may make such request in writing to the attention of the Human Resources Manager. The Human Resources Manager shall review the request in accordance with the requirements in this policy.

4.1.1 Said requests shall not be made for positions that have not been actively recruited for a minimum of six months.

4.2 For eligible classifications/positions, Human Resources will notify eligible employee of the sign-on bonus, include language regarding eligibility in the conditional offer of employment, and provide this policy to the employee.

4.2.1 Human Resources will obtain acceptance of the sign-on bonus via acceptance of the conditional offer of employment.

4.2.2 Human Resources will obtain a signed acknowledgement of receipt for this policy from the employee with the completion of all other applicable Agency specific policies and procedures



POLICY & PROCEDURE

SUBJECT: Sign-on Bonus	POLICY NO.: II.22	EFFECTIVE DATE: 09/15/2021	PAGE: 4 of 4
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- 4.3** The amount of the sign-on bonus shall not exceed \$2,500.
- 4.3.1** The first installment of \$1,000 shall be paid to the eligible employee effective the first full pay period following the date of hire, provided satisfactory performance.
- 4.3.2** The second and final installment of \$1,500 shall be paid effective the first full pay period following the completion of the probationary period. The employee shall receive the second and final installment of the sign-on bonus if the employee's final probationary evaluation is an overall "Meets standards" or above. In the event that an employee's probationary period is extended, the employee will receive the second and final installment upon satisfactory completion of the extended probationary period.
- 4.4** Each bonus shall be subject to all applicable Federal and State taxes.
- 4.5** Repayment. Repayment of said bonus shall be required in the following installments if an employee in receipt of a sign-on bonus separates from employment as specific below:

Employment Duration	Amount of Bonus Paid
Probation - 6 months post probation	100%
7-12 months post probation	75%
13-18 months post probation	50%
19-24 months post probation	25%



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

DATE: September 15, 2021

TO: Governing Board of Tri-City Mental Health Authority

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

SUBJECT: Consideration of Resolution No. 610 Adopting the Tri-City Mental Health Authority Longevity Pay Policy and Procedure No. II.23 Effective September 15, 2021

Summary:

As mentioned in previous agenda reports, Tri-City has been impacted by a rise in resignations over the last 8 months. There is a national crisis in hiring and retaining behavioral health professionals who are in high demand due to the pandemic and the managed care plans, such as Kaiser, expansion into the behavioral health field. On average managed care plans offer higher salaries and increased benefits than public behavioral health agencies. Therefore, in an effort to be competitive and offer incentive to those employees whom have been remained employed with Tri-City for five or more years, Tri-City would like to begin offering a longevity bonus as described in the attached policy.

Background:

Longevity bonus/pay policies are common amongst public agencies and often consist of one time/flat or percentage payments for long-term service ranging from \$500 - \$7500. Tri-City's policy will consist of one-time payments to eligible employees who reach milestone years of service at the pre-determined intervals. In review of current Tri-City separation data, the majority of exiting employees leave within the first 1-4 years of employment, approximately, and this is due to a variety of personal and professional reasons. However, the data also indicates that if we can motivate and incentivize employees to remain until the 5-year mark, they are more than likely to continue to be employed by the Agency for years to come. Hence, staff is requesting the Tri-City Governing Board approve adoption of the Longevity Pay Policy in order to continue to be competitive with other public behavioral health agencies and to recruit behavioral health professionals passionate about serving our community.

Fiscal Impact:

Currently, Tri-City has approximately 88 staff that will be directly impacted by the approval of this policy with an approximate fiscal impact for implementation at a total of \$300,000.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 610 Adopting the Tri-City Mental Health Authority
Longevity Pay Policy and Procedure No. II.23 Effective September 15, 2021
September 15, 2021
Page 2

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 610 approving Tri-City Mental Health Authority's Longevity Pay Policy and Procedure No. II.23 effective September 15, 2021.

Attachments

Attachment 9-A: Resolution No 610 – DRAFT

Attachment 9-B: Longevity Pay Policy and Procedure No. II.23, effective September 15, 2021 - DRAFT

RESOLUTION NO. 610

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ESTABLISHING THE AUTHORITY'S LONGEVITY PAY POLICY AND PROCEDURE NO. II.23, EFFECTIVE SEPTEMBER 15, 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 remain competitive in the public behavioral health field during a time when there is a national crisis in hiring and retaining behavioral health professionals who are in high demand due to the COVID -19 pandemic, and the managed care plans expansion into the behavioral health field.

B. The Authority, through its Longevity Pay policy, will give one-time payments to eligible employees who reach milestone years of service at pre-determined intervals, in order to continue to retain and reward long-term staff for their service and dedication to the Agency.

2. Action

The Governing Board approves the Authority's Longevity Pay Policy and Procedure No. II.23, effective September 15, 2021.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 15, 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: Longevity Pay	POLICY NO.: II.23	EFFECTIVE DATE: 09/15/2021	PAGE: 1 of 6
APPROVED BY: Governing Board Executive Director	SUPERCEDES: New	ORIGINAL ISSUE DATE: 09/15/2021	RESPONSIBLE PARTIES: Human Resources Finance

1. PURPOSE

- 1.1 To outline the requirements and responsibilities of Tri-City (“Agency”) in relation to the longevity pay, which has been established to retain and reward long-term staff for their service and dedication to the Agency.
- 1.2 To standardize and clarify the process for which longevity is paid, the timing of payments and the eligibility requirements.

2. DEFINITIONS

When used in this Policy, the following terms shall have the meanings hereinafter set forth unless the context indicates otherwise:

- 2.1 **Employee** – is defined as a person whom is employed by Tri-City in a full-time, regular position.

3. POLICY

- 3.1 To establish criteria and approval authority for the administration of longevity pay.
- 3.2 This policy applies to all full-time, regular employees except where excluded below.
- 3.3 This policy does not apply to employees in the Medical Director, Psychiatrist, part-time and provisional/interim positions. Employees on promotional probation whom have passed initial probation and attained full-time regular status are eligible for longevity pay.
- 3.4 Service in a part-time position with the Agency does not qualify toward meeting the eligibility requirements for longevity pay.
- 3.5 Employees who meet the requirements for reinstatement pursuant to the *Personnel Rules and Regulations, Rule IV. Recruitment and Selection, Section 11: Reinstatement*, will be eligible for longevity pay.



POLICY & PROCEDURE

SUBJECT: Longevity Pay	POLICY NO.: II.23	EFFECTIVE DATE: 09/15/2021	PAGE: 2 of 3
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3.6 Areas of Responsibilities.

3.6.1 Upon determination that an employee is eligible for longevity pay, Human Resources and Finance will perform the following:

3.6.1.1 Human Resources will be responsible for tracking of eligibility for and preparation of Personnel Action Forms (“PAFs”) and memorandums for longevity pay pursuant to this policy and Tri-City’s Personnel Rules and Regulations until at which time this process can be automated.

3.6.1.2 Payroll will be responsible for verifying effective dates and amounts of longevity pay, as well as ensuring payment of longevity pay when an employee is eligible, pursuant to this policy and Tri-City’s Personnel Rules and Regulations until at which time this process can be automated.

3.7 Eligibility.

3.7.1 Effective September 15, 2021, Tri-City full-time, regular employees as defined in Section 3.2, 3.3, 3.4 and 3.5, who have completed continuous years of service, shall be compensated accordingly following the anniversary date of their hire:

MILESTONE YEARS OF SERVICE	AMOUNT OF PAY
5 years	\$2,500.00
10 years	\$5,000.00
15 years	\$5,000.00
20 years	\$5,000.00
25 years	\$5,000.00
30 years	\$5,000.00
35 years	\$5,000.00

3.7.2 Employee must have signed a conditional offer of employment in acceptance of a position that is eligible for a longevity pay as set forth in this policy.

3.8 One-Time Longevity Adjustment

3.8.1 In an effort to acknowledge and show appreciation for longevity, eligible employees that have reached or surpassed a milestone year effective the



POLICY & PROCEDURE

SUBJECT: Longevity Pay	POLICY NO.: II.23	EFFECTIVE DATE: 09/15/2021	PAGE: 3 of 3
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date of this policy, shall receive, as a one-time longevity payment adjustment as follows:

YEARS OF SERVICE	ONE TIME LONGEVITY PAYMENT
5 - 9 years	\$2,500
10-35 years	\$5,000

3.8.2 This one-time adjustment shall be made on the first full pay period following Board approval of this policy. Said payments shall be one-time only for current eligible employees as set forth in Section 3.8 and shall not continue for the life of this policy. No Personnel Action Forms (PAFs) shall be required for this one-time adjustment.

3.8.3 Following this adjustment, eligible employees who shall reach milestone years of service in the future, shall receive the respective longevity payment as set forth in Section 3.7.1.

4. PROCEDURES

- 4.1** Future longevity payments shall be made on the pay period following the employee's anniversary date of hire and shall be included in the employee's regular payroll check.
- 4.2** Each bonus shall be subject to all applicable Federal and State taxes and CalPERS reporting, where applicable.

5. REFERENCES

- 5.1** Tri-City's Personnel Rules and Regulations



Tri-City Mental Health Authority
AGENDA REPORT

DATE: September 15, 2011

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Diana Acosta, Chief Financial Officer

SUBJECT: Consideration of Resolution No. 611 Authorizing the Executive Director to Pay the Approximate Mortgage Balance of \$807,000 for the Authority's Clinic Building located at 2008 North Garey Avenue in Pomona, California

Summary:

After considering the current available options discussed below, staff is requesting that the Governing Board support management's recommendation to select option A and payoff off the existing mortgage under its current terms.

Background:

On June 25, 2013, Tri-City's mortgage note was refinanced for \$1,000,000 with monthly payments of \$5,888 commencing on July 25, 2013 and ending on June 25, 2022, at which time a balloon payment of the unpaid sum of principal plus accrued interest is due. The loan bears interest at 5 percent. As a condition to receive the 5 percent interest, Tri-City must keep cash balances at the lender's bank equal to the outstanding loan. If the cash balance is less than the required amount for a consecutive 90-day period the interest rate will increase by 1.5 percent until the required balances are restored. As of June 30, 2021, the remaining balance owed on the mortgage note is approximately \$772 thousand. Additionally, as of June 30, 2021 Tri-City has approximately \$999 thousand on deposit with the lender in accordance with the aforementioned compliance requirement.

In evaluating the forthcoming obligation, Tri-City's Finance department has compiled the following options for the Board's consideration:

Option A: Payoff the Mortgage at the Current Balloon Payment Due Date

- Payoff the mortgage in full, in accordance with the current terms of the note with a total approximate cash outflow of \$807 thousand.

Option B: Renewal/Refinance – Commercial Mini-Perm Loan - ~ \$775,000.

- Term: 10-years, fully amortized
- Rate: 3.35%, Fixed to maturity
- Loan Fee: Zero, as a loan fee was paid when the original loan initiated.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 611 Authorizing the Executive Director to Pay the
Approximate Mortgage Balance of \$807,000 for the Authority's Clinic Building located at
2008 North Garey Avenue in Pomona, California
September 15, 2021
Page 2

- Pre-Payment Penalty: 3, 2, 1 for the first 3-years. No Prepayment Penalty if refinanced with the Bank, or the property is sold.
- Total Projected Cash Outflow: Approximately \$948 thousand

Option C: Renewal/Refinance – Commercial Mini-Perm Loan - ~ \$775,000

- Term: 15-years, fully amortized.
- Rate: First 10-years, 3.50%, Fixed. At the start of year 11, rate adjusted to the 5-year Treasury Rate (0.80%) + 2.50%, or 3.30%, with a 3.50% Floor Rate.
- Loan Fee: Zero, as a loan fee was paid when the original loan initiated.
- Pre-Payment Penalty: 3, 2, 1 for the first 3-years. No Prepayment Penalty if refinanced with the Bank, or the property is sold.
- Total Projected Cash Outflow: Approximately \$1Million

Option D: Renewal/Refinance – Commercial Mini-Perm Loan - ~ \$775,000.

- Term: 25-year amortization, with a 10-year balloon.
- Rate: 3.65%, Fixed to maturity.
- Loan Fee: Zero, as a loan fee was paid when the original loan initiated.
- Pre-Payment Penalty: 3, 2, 1 for the first 3-years.
- No Prepayment Penalty if refinanced with the Bank, or the property is sold.
- Total Projected Cash Outflow: Approximately \$1.2 million

The pre-payment penalty of 3-2-1 would be a penalty of 3% of the outstanding principal if paid off in the first year and then 2% of the outstanding principal if paid off in the second year and then 1% of the outstanding principal if paid off in the third year. No pre-payment penalty in the fourth year and going forward.

	Principal	Interest	Total Estimated Cash Outflow
Option A-Payoff	\$ 771,686	\$ 35,288	\$ 806,974
Option B-Mini Perm Loan 10 Year:	\$ 775,000	\$ 173,406	\$ 948,406 *
Option C-Mini Perm Loan 15 Year:	\$ 775,000	\$ 257,549	\$ 1,032,549 *
Option D-Mini Perm Loan 25 Year:	\$ 775,000	\$ 443,025	\$ 1,218,025 *

*Pre-payment penalties would be incurred on these options.
 (3-2-1 Penalties)

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 611 Authorizing the Executive Director to Pay the
Approximate Mortgage Balance of \$807,000 for the Authority's Clinic Building located at
2008 North Garey Avenue in Pomona, California
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Alternative Costs for Early Pay Off (Not Including Principal)						
	Estimated Interest			Estimated Pre-Payment Penalty		
	1 Year	2 Years	3 Years	Year 1	Year 2	Year 3
Option A	-	-	-	-	-	-
Option B	22,956	47,642	68,000	21,260	12,800	5,691
Option C	26,487	51,552	75,144	22,050	13,872	6,507
Option D	27,966	55,214	81,718	22,670	14,712	7,148

Fiscal Impact:

The approximate principal balance of \$772 thousand, and interest of approximately \$35 thousand, were included in the approved Fiscal Year 2021-22 Operating Budget.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 611 authorizing the Executive Director to pay the mortgage balance in accordance with the current terms of the Note for property located at 2008 N. Garey Avenue in Pomona, California.

Attachments

Attachment 10-A: Resolution No. 611 - DRAFT

RESOLUTION NO. 611

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO PAY THE APPROXIMATE MORTGAGE BALANCE OF \$807,000 FOR THE AUTHORITY'S CLINIC BUILDING LOCATED AT 2008 NORTH GAREY AVENUE IN POMONA, CALIFORNIA

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 pay the remaining balance owed on the mortgage note of approximately \$772,000 and interest of approximately \$35,000, for its property located at 2008 North Garey Avenue in Pomona, California, as of June 30, 2021.

B. On June 25, 2013, the Authority refinanced its mortgage note for \$1,000,000 with monthly payments of \$5,888 commencing on July 25, 2013 which will end on June 25, 2022, and at this time a balloon payment of the unpaid sum of principal plus accrued interest is due in the approximate amount of \$807,000.

2. Action

The Governing Board authorizes the Executive Director to pay the mortgage balance in accordance with the current terms of the mortgage note for property located at 2008 N. Garey Avenue in Pomona, California 91767.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 15, 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
MONTHLY STAFF REPORT**

DATE: September 15, 2021

TO: Tri-City Mental Health Commission

FROM: Toni Navarro, LMFT, Executive Director

SUBJECT: Executive Director's Monthly Report

COVID-19 OPERATIONS UPDATE

On August 1, 2021, Tri-City officially began its transition of all employees back into the office. While a number of Tri-City staff have been in the office full-time throughout the entire pandemic, and many others have been coming to office 1-3 days/week for several months, others were working nearly exclusive remotely from home. In order to balance the mental health services needs of the three cities' communities and those of Tri-City staff and including distancing and office occupancy requirements of CalOSHA, staff have been required to be in office only 1 day/week for the past 6 weeks. Beginning October 4th, staff will be required to be in the office 2 days/week. Flexibility and adaptability remain key values at this time and all agency staff are being encouraged to communicate often and openly and allow for adjustments as needed.

After a year and a half of not being on site regularly, and in fact many new staff never having experienced the day-to-day onsite operations of Tri-City, there is much to review and re-orient to including emergency protocols(drills, where first aid kits are kept, office/building layouts, etc), critical client de-escalation techniques, how to use inter-office mail, and even where to find the Wellness Center or the Finance Office! In early October, the Support Services Manager, Jude Ann Catayong, and Facilities Manager, Alex Ramirez, will present a series of presentations centered around "Returning to the Office: Safety and Routine Operations Refresher/Introduction".

On August 5, 2021, the California Department of Public Health ("CDPH") issued a Statewide order requiring all health care workers to be fully vaccinated by September 30, 2021. As a public behavioral health care agency, in an effort to comply with the State order, Tri-City has implemented this mandatory COVID-19 vaccination policy. This policy shall assist in continuing to protect Tri-City staff and the community we serve by effectuating positive public health outcomes in the communities of Claremont, La Verne and Pomona. Tri-City's governance, including the Mental Health Commission will also be required to comply with policy in order to come on site to any of Tri-City's facilities.

INNOVATIONS PLAN UPDATE

The Mental Health Services Act funding is divided into five plans. Three of the five plans receive funding annually, Community Services and Supports Plan (CSS), Prevention and

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Early Intervention Plan (PEI) and the Innovations Plan (INN). Funding allocations are divided across the three plans 76%, 19% and 5% respectively. Per the Act, funds are on a 3-year reversion time table. Funds must be spent within three years of being deposited into their respective plan “accounts” or sent back to the State to be put into larger account for future distribution. MHSAs expenditures are tracked on a first-in/first-out basis therefore, reversion of funds, particularly in the CSS and PEI plans is rarely a concern for Tri-City. However, given the unique nature of what the State requires in regard to developing an Innovation Plan that will stand up to the rigor of State approval (requires robust Stakeholder involvement; must not be a service/project/program that is readily available, a standard use of a proven practice, and/or is being utilized elsewhere), it has happened that Tri-City’s INN funds have occasionally been flagged for reversion. In 2017, Tri-City found itself in such a position, but was able to avoid reversion of approximately \$800K by securing and supporting MHSAs Stakeholder interest, getting Mental Health Commission recommendation and ultimately receiving Governing Board approval to join a statewide multi-county initiative seeking to promote the use of cutting edge technological solutions to support the recovery and stability of persons receiving specialty mental health services.

In Spring of 2018, Tri-City’s initial concept of the INN project, ultimately titled Help@Hand, was to provide ways for clients to stay active in their personal wellness between appointments and for the greater community to have access to tools that promote mental wellbeing. The original INN Plan was proposed for three years, 2018-2021, with a total cost of \$1.6million. Tri-City and 14 other county behavioral health departments were coordinated by the county behavioral health JPA, Cal MHSAs, who provided the administration, vetting of applications, and technical assistance to counties/Tri-City in the INN initiative. Movement forward in the project for all counties and CalMHSAs was much slower than anticipated and in 2019, the project was pushed out another 3 years, with the State’s approval, to June 30, 2024 without counties/Tri-City needing to worry about reversion of funds that continued to be unspent.

On-going, getting Help@Hand up and running for the benefit of consumers remains a challenge. CalMHSAs continues to encounter barriers to finding effective, fully HIPAA compliant and meaningful applications, while funds continue to remain stagnant in county/Tri-City’s INN accounts. On September 30, Tri-City will conduct its first MHSAs Stakeholder meeting of the new fiscal year and the topic of Help@Hand will be on the agenda. Tri-City’s MHSAs Director and INN staff will present the on-going challenges and barriers, the newly updated timeline and plan as presented by CalMHSAs for the project and options to recommend to the Mental Health Commission and ultimately the Governing Board for a final decision. The options range from proceed without adjustments to recommending letting go of project and sending as yet unspent funds allocated back to State for future disbursement. The Executive Director and MHSAs Director will bring forth that recommendation and a formal report to the Board in October.

HOUSING DIVISION UPDATE

This past week, the Housing Division received notification that Tri-City received a Performance Evaluation score of 96% from the Los Angeles Continuum of Care (LA CoC) Renewal Project. Performance on this evaluation impacts agencies' ability to continue to maintain and be considered for increases in their allotment of LA CoC vouchers. Tri-City lost points on usage of funds. This could be explained by the pandemic making it hard for participants to go to groups, appointments, food banks, and any other services that they would normally frequent to help with the match. This excellent score represents the Housing Division's staff professionalism and dedication to those the individuals and families they serve.

Under the American Rescue Plan (ARP) signed on March 11, 2021, the U.S. Department of Housing and Urban Development (HUD) is releasing approximately 70,000 emergency housing vouchers (EHVs) across the country. The County of Los Angeles has been awarded 6,806 of those vouchers that provide the same assistance as a Housing Choice Voucher, more commonly known as Section 8.

The process of assigning the vouchers is up to the Public Housing Authorities throughout the county by using the Coordinated Entry System (CES) to identify the most vulnerable unhoused individuals and families. As of the end of August, Tri-City has 132 individuals/families that fit under HUD's definition of homelessness. Twenty (20) of those clients have been identified as potential candidates for an EHV, through the Pomona Housing Authority. As CES partner agencies are able to complete referrals to identify those who might require prioritization for a voucher, we anticipate seeing more Tri-City clients get an opportunity to apply for an EHV.

HUMAN RESOURCES UPDATE

Staffing – Month Ending August 2021:

- Total Staff is 196 full-time and 18 part-time plus 24 full time vacancies 4 part time vacancies for a total of 231 F.T.E. positions.
- There were 7 new hires in August.
- There were 7 separations in August.

Workforce Demographics in August 2021:

- American Indian or Alaska Native = 0.51%
- Asian = 9.69%
- Black or African American = 7.14%
- Hispanic or Latino = 57.14%
- Native Hawaiian or Other Pacific Islander = 0.51%
- Other = 8.16%
- 2 or more races = 1.53%
- White or Caucasian = 15.31%

Posted Positions in August 2021

- Clinical Supervisor I Adult FSP (1 FTE)
- 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 Access to Care (1 FTE)
- Clinical Therapist I/II - Adult (7 FTEs)
- Clinical Therapist I/II – Child & Family (6 FTEs) *2 hires pending*
- Compliance Administrator (1 FTE)
- Housing Wellness Advocate (.5 FTE) *1 hire pending*
- Information Technology Specialist II (1 FTE)
- Medication Support Services Supervisor (1 FTE) *1 hire pending*
- Mental Health Specialist – Adult (2 FTEs)
- Mental Health Specialist - Child & Family (2.5 FTEs) *1 hire pending*
- Psychiatric Technician I/II/III – Adult FSP (1 FTE)
- Wellness Advocate I (1 FTE) *1 hire pending*



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: September 15, 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 TWELVE MONTHS ENDED JUNE 30, 2021 (2021 FISCAL YEAR-TO-DATE):

The financials presented herein are the PRELIMINARY and unaudited financial statements for the twelve months ended June 30, 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 \$15.4 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 \$908 thousand is from Clinic outpatient operations, which is the result of operations for the twelve months ended June 30, 2021.

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The total cash balance at June 30, 2021 was approximately \$34.9 million, which represents an increase of approximately \$3.8 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 \$1.9 million. MHSA operations reflected an increase in cash of approximately \$1.9 million, after excluding intercompany receipts or costs resulting from clinic operations. The increase reflects the receipt of approximately \$15.4 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 \$11.8 million in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the twelve months ended June 30, 2021. Additionally, approximately \$768 thousand have been received through September 9, 2021. Of the total amounts received in fiscal year 2020-21, approximately \$1.6 million was 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 estimated that some revenues (such as MHSA revenues) increased 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 beginning in September 2021. The issuance of the audited financial statements is targeted for October or November of 2021.

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MHSA Funding Updates

Estimated Current Cash Position – The following table represents a brief summary of the estimated (unaudited) current MHSA cash position as of the twelve months ended June 30, 2021.

	MHSA
Cash at June 30, 2021	\$ 25,920,462
Receivables net of Reserve for Cost Report Settlements	(193,175)
Prudent Reserves	(2,200,000) *
Estimated Remaining Expenses for Operations FY 2020-21	- **
Reserved for future CFTN Projects including TCG	(1,247,389)
Reserved for Future Housing Projects	- ****
Total Estimated Adjustments to Cash	(3,640,564)
Estimated Available at June 30, 2021	<u>\$ 22,279,898</u>
Remaining funds received in FY 2020-21	\$ -

* 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.

** As the fiscal year has concluded, remaining expected expenses is zero

**** 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 (MHSAOAC) within three years of receipt, and spent within the life of the approved program. Upon approval by the MHSAOAC, 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 12-A: June 30, 2021 Unaudited Financial Statements

**TRI-CITY MENTAL HEALTH AUTHORITY
PRELIMINARY
CONSOLIDATING STATEMENTS OF NET POSITION**

	AT JUNE 30, 2021			AT JUNE 30, 2020		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
Current Assets						
Cash	\$ 8,578,296	\$ 26,320,242	\$ 34,898,537	\$ 7,395,355	\$ 23,736,461	\$ 31,131,816
Accounts receivable, net of reserve for uncollectible accounts \$482,113 at June 30, 2021 and \$543,736 at June 30, 2020	3,656,192	2,344,087	6,000,279	4,191,840	2,588,279	6,780,119
Total Current Assets	<u>12,234,488</u>	<u>28,664,329</u>	<u>40,898,816</u>	<u>11,587,195</u>	<u>26,324,740</u>	<u>37,911,935</u>
Property and Equipment						
Land, building, furniture and equipment	3,778,377	9,595,862	13,374,238	3,699,755	9,384,214	13,083,969
Accumulated depreciation	(2,519,499)	(3,809,586)	(6,329,086)	(2,403,631)	(3,434,225)	(5,837,856)
Total Property and Equipment	<u>1,258,877</u>	<u>5,786,276</u>	<u>7,045,153</u>	<u>1,296,123</u>	<u>5,949,989</u>	<u>7,246,112</u>
Other Assets						
Deposits and prepaid assets	66,611	572,212	638,823	70,955	491,199	562,154
Note receivable-Housing Development Project	-	2,800,000	2,800,000	-	-	-
Total Noncurrent Assets	<u>1,325,488</u>	<u>9,158,488</u>	<u>10,483,976</u>	<u>1,367,079</u>	<u>6,441,188</u>	<u>7,808,267</u>
Total Assets	<u>\$ 13,559,976</u>	<u>\$ 37,822,816</u>	<u>\$ 51,382,792</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	2,893,978	-	2,893,978	2,776,741	-	2,776,741
Total Deferred Outflows of Resources	<u>2,893,978</u>	<u>-</u>	<u>2,893,978</u>	<u>2,776,741</u>	<u>-</u>	<u>2,776,741</u>
Total Assets and Deferred Outflows of Resources	<u>\$ 16,453,954</u>	<u>\$ 37,822,816</u>	<u>\$ 54,276,771</u>	<u>\$ 15,731,015</u>	<u>\$ 32,765,928</u>	<u>\$ 48,496,943</u>
LIABILITIES						
Current Liabilities						
Accounts payable	554,813	1,144	555,956	235,067	188,826	423,893
Accrued payroll liabilities	587,125	115,353	702,478	561,169	80,419	641,589
Accrued vacation and sick leave	633,584	1,078,193	1,711,777	604,179	865,609	1,469,787
Reserve for Medi-Cal settlements	3,062,368	2,537,262	5,599,630	2,942,066	2,366,312	5,308,378
Current portion of mortgage debt	771,676	-	771,676	30,688	-	30,688
Total Current Liabilities	<u>5,609,565</u>	<u>3,731,951</u>	<u>9,341,517</u>	<u>4,373,168</u>	<u>3,501,166</u>	<u>7,874,334</u>
Intercompany Acct-MHSA & TCMH	(314,268)	314,268	-	370,961	(370,961)	-
Long-Term Liabilities						
Mortgages and home loan	-	58,872	58,872	771,683	88,309	859,992
Net pension liability	6,325,906	-	6,325,906	5,462,528	-	5,462,528
Unearned MHSA revenue	-	435,392	435,392	-	276,421	276,421
Total Long-Term Liabilities	<u>6,325,906</u>	<u>494,264</u>	<u>6,820,170</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>11,621,203</u>	<u>4,540,483</u>	<u>16,161,686</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	-	8,413,847	8,413,847	-	6,625,123	6,625,123
Deferred inflows related to the net pension liability	45,120	-	45,120	217,236	-	217,236
Total Deferred Inflow of Resources	<u>45,120</u>	<u>8,413,847</u>	<u>8,458,967</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	487,201	5,786,276	6,273,477	493,753	5,949,989	6,443,742
Restricted for MHSA programs	-	19,082,210	19,082,210	-	16,204,682	16,204,682
Unrestricted	4,300,430	-	4,300,430	3,385,622	491,199	3,876,821
Total Net Position	<u>4,787,631</u>	<u>24,868,486</u>	<u>29,656,117</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>\$ 16,453,954</u>	<u>\$ 37,822,816</u>	<u>\$ 54,276,771</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
TWELVE MONTHS ENDED JUNE 30, 2021 AND 2020
PRELIMINARY

	PERIOD ENDED 6/30/21			PERIOD ENDED 6/30/20		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
OPERATING REVENUES						
Medi-Cal FFP	\$ 4,639,173	\$ 4,017,539	\$ 8,656,712	\$ 4,386,404	\$ 3,585,461	\$ 7,971,865
Medi-Cal FFP FYE Prior Year	131,703	49,227	180,929	-	-	-
Medi-Cal SGF-EPSDT	1,185,889	1,000,420	2,186,309	1,153,618	779,836	1,933,454
Medi-Cal SGF-EPSDT Prior Year	(105,252)	(44,790)	(150,042)	-	-	-
Medicare	2,871	2,889	5,760	3,787	2,008	5,794
Contracts	20,000	28,736	48,736	173,244	28,847	202,090
Patient fees and insurance	1,662	-	1,662	2,414	-	2,414
Rent income - TCMH & MHSA Housing	32,395	95,034	127,428	32,374	82,668	115,042
Other income	1,983	29,915	31,897	2,188	59,462	61,651
Net Operating Revenues	5,910,422	5,178,971	11,089,392	5,754,030	4,538,281	10,292,311
OPERATING EXPENSES						
Salaries, wages and benefits	8,235,428	11,949,321	20,184,749	7,564,501	11,150,169	18,714,670
Facility and equipment operating cost	680,873	1,276,400	1,957,273	602,912	1,341,461	1,944,373
Client lodging, transportation, and supply expense	306,852	1,581,910	1,888,762	177,990	1,527,803	1,705,792
Depreciation	148,026	426,003	574,030	107,710	371,859	479,569
Other operating expenses	592,440	1,385,192	1,977,632	547,203	1,351,306	1,898,509
Total Operating Expenses	9,963,620	16,618,825	26,582,445	9,000,316	15,742,597	24,742,913
OPERATING (LOSS) (Note 1)	(4,053,198)	(11,439,855)	(15,493,053)	(3,246,286)	(11,204,317)	(14,450,603)
Non-Operating Revenues (Expenses)						
Realignment	4,095,068	-	4,095,068	3,776,201	-	3,776,201
Contributions from member cities & donations	70,236	-	70,236	70,236	-	70,236
MHSA funds	-	13,523,788	13,523,788	-	12,130,482	12,130,482
Grants and Contracts	622,570	-	622,570	-	-	-
Cares Act Stimulus & Telehealth	185,943	-	185,943	-	-	-
Interest Income	26,943	129,932	156,875	91,280	468,891	560,171
Interest expense	(39,965)	-	(39,965)	(41,592)	-	(41,592)
Gain on disposal of assets	660	8,750	9,410	508	8,731	9,238
Total Non-Operating Revenues (Expense)	4,961,454	13,662,471	18,623,925	3,896,632	12,608,104	16,504,736
INCOME (LOSS)	908,256	2,222,616	3,130,872	650,346	1,403,787	2,054,133
INCREASE (DECREASE) IN NET POSITION	908,256	2,222,616	3,130,872	650,346	1,403,787	2,054,133
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	\$ 4,787,631	\$ 24,868,486	\$ 29,656,117	\$ 3,879,375	\$ 22,645,870	\$ 26,525,245

(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
PRELIMINARY
CONSOLIDATING STATEMENTS OF CASH FLOWS
TWELVE MONTHS ENDED JUNE 30, 2021 AND 2020

	PERIOD ENDED 6/30/21			PERIOD ENDED 6/30/20		
	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	\$ 6,528,786	\$ 5,530,957	\$ 12,059,743	\$ 4,725,075	\$ 4,340,508	\$ 9,065,583
Cash payments to suppliers and contractors	(1,256,075)	(4,512,197)	(5,768,272)	(1,368,141)	(4,652,225)	(6,020,367)
Payments to employees	(7,606,043)	(11,701,803)	(19,307,846)	(6,687,236)	(10,815,316)	(17,502,552)
	<u>(2,333,331)</u>	<u>(10,683,043)</u>	<u>(13,016,374)</u>	<u>(3,330,302)</u>	<u>(11,127,033)</u>	<u>(14,457,336)</u>
Cash Flows from Noncapital Financing Activities						
MHSA Funding	-	15,435,793	15,435,793	-	10,180,313	10,180,313
CalHFA-State Administered Projects	-	35,690	35,690	-	-	-
Realignment	4,095,068	-	4,095,068	4,380,913	-	4,380,913
Contributions from member cities	70,236	-	70,236	70,236	-	70,236
Grants and Contracts	647,856	-	647,856	-	-	-
Cares Act Stimulus & Sierra Telehealth Funds	185,943	-	185,943	-	-	-
	<u>4,999,103</u>	<u>15,471,483</u>	<u>20,470,586</u>	<u>4,451,149</u>	<u>10,180,313</u>	<u>14,631,462</u>
Cash Flows from Capital and Related Financing Activities						
Purchase of capital assets	(110,780)	(262,290)	(373,070)	(178,095)	(269,071)	(447,166)
Principal paid on capital debt	(30,695)	-	(30,695)	(29,069)	-	(29,069)
HUD Home Loan-Park Ave. Improvement Project	-	(29,437)	(29,437)	-	(58,874)	(58,874)
Note receivable from Housing Development Project	-	(2,800,000)	(2,800,000)	-	-	-
Interest paid on capital debt	(39,965)	-	(39,965)	(41,592)	-	(41,592)
Intercompany-MHSA & TCMH	(685,229)	685,229	-	(33,777)	33,777	-
	<u>(866,669)</u>	<u>(2,406,498)</u>	<u>(3,273,167)</u>	<u>(282,533)</u>	<u>(294,168)</u>	<u>(576,701)</u>
Cash Flows from Investing Activities						
Interest received	39,242	193,088	232,330	103,169	519,410	622,579
Sale of investments	660	8,750	9,410	508	8,731	9,238
	<u>39,902</u>	<u>201,838</u>	<u>241,740</u>	<u>103,676</u>	<u>528,141</u>	<u>631,817</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	1,182,940	2,583,781	3,766,721	(88,009)	(712,748)	(800,757)
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 Year	\$ 8,578,296	\$ 26,320,241	\$ 34,898,537	\$ 7,395,355	\$ 23,736,461	\$ 31,131,816

Definitions:

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

TRI-CITY MENTAL HEALTH AUTHORITY
PRELIMINARY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
ACTUAL TO BUDGET COMPARISON
TWELVE MONTHS ENDING JUNE 30, 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	\$ 4,710,722	\$ 4,232,912	\$ 477,810	\$ 4,161,853	\$ 4,534,856	\$ (373,003)	\$ 8,872,575	\$ 8,767,768	\$ 104,807
Medi-Cal FFP Prior Year	137,799	-	137,799	55,799	-	55,799	193,598	-	193,598
Medi-Cal SGF-EPSDT	1,174,879	1,599,171	(424,292)	1,008,515	1,056,295	(47,780)	2,183,394	2,655,466	(472,072)
Medi-Cal SGF-EPSDT Prior Year	(97,186)	-	(97,186)	(48,844)	-	(48,844)	(146,030)	-	(146,030)
Medicare	2,871	3,000	(129)	2,889	1,400	1,489	5,760	4,400	1,360
Patient fees and insurance	1,662	2,500	(838)	-	-	-	1,662	2,500	(838)
Contracts	20,000	20,000	-	28,736	-	28,736	48,736	20,000	28,736
Rent income - TCMH & MHSA Housing	32,395	35,000	(2,606)	95,034	110,450	(15,416)	127,428	145,450	(18,022)
Other income	1,983	1,300	683	29,915	-	29,915	31,897	1,300	30,597
Provision for contractual disallowances	(74,703)	(565,458)	490,755	(154,926)	(553,615)	398,689	(229,629)	(1,119,073)	889,444
Net Operating Revenues	5,910,422	5,328,425	581,997	5,178,971	5,149,386	29,585	11,089,392	10,477,811	611,581
OPERATING EXPENSES									
Salaries, wages and benefits	8,235,428	8,343,062	(107,634)	11,949,321	13,063,205	(1,113,884)	20,184,749	21,406,267	(1,221,518)
Facility and equipment operating cost	680,991	702,738	(21,747)	1,276,416	1,467,740	(191,324)	1,957,407	2,170,478	(213,071)
Client program costs	298,609	120,087	178,522	1,550,885	1,209,977	340,908	1,849,494	1,330,064	519,430
Grants	-	-	-	70,444	80,000	(9,556)	70,444	80,000	(9,556)
MHSA training/learning costs	-	-	-	94,619	155,011	(60,392)	94,619	155,011	(60,392)
Depreciation	148,026	91,605	56,421	426,003	359,257	66,746	574,030	450,862	123,168
Other operating expenses	600,565	633,320	(32,755)	1,251,138	1,354,885	(103,747)	1,851,703	1,988,205	(136,502)
Total Operating Expenses	9,963,620	9,890,812	72,808	16,618,825	17,690,075	(1,071,250)	26,582,445	27,580,887	(998,442)
OPERATING (LOSS)	(4,053,198)	(4,562,387)	509,189	(11,439,855)	(12,540,689)	1,100,834	(15,493,053)	(17,103,076)	1,610,023
Non-Operating Revenues (Expenses)									
Realignment	4,095,068	3,655,344	439,724	-	-	-	4,095,068	3,655,344	439,724
Contributions from member cities & donations	70,236	70,236	-	-	-	-	70,236	70,236	-
MHSA Funding	-	-	-	13,523,788	13,246,166	277,622	13,523,788	13,246,166	277,622
Grants and contracts	622,570	120,000	502,570	-	-	-	622,570	120,000	502,570
Cares Act Stimulus & Telehealth	185,943	-	185,943	-	-	-	185,943	-	185,943
Interest (expense) income, net	(13,023)	26,989	(40,012)	129,932	332,000	(202,068)	116,909	358,989	(242,080)
Other income-gain on disposal of assets	660	-	660	8,750	-	8,750	9,410	-	9,410
Total Non-Operating Revenues (Expense)	4,961,454	3,872,569	1,088,885	13,662,471	13,578,166	84,305	18,623,925	17,450,735	1,173,190
INCREASE(DECREASE) IN NET POSITION	\$ 908,256	\$ (689,818)	\$ 1,598,074	\$ 2,222,616	\$ 1,037,477	\$ 1,185,139	\$ 3,130,872	\$ 347,659	\$ 2,783,213

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
TWELVE MONTHS ENDING JUNE 30, 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 \$612 thousand for the following reasons:

- 1 Medi-Cal FFP revenues for FY 2020-21** were \$105 thousand higher than the budget. Medi-Cal FFP revenues were \$478 thousand higher for TCMH and \$373 thousand lower for MHSA. At TCMH, the adult program revenues were higher than budget by \$751 thousand and the children program revenues were lower by \$273 thousand. For MHSA, the adult and older adult FSP programs were lower than budget by \$432 thousand and the Children and TAY FSP programs were higher by \$59 thousand. Additionally, as the results of the fiscal years 2013-14 and 2015-16 through 2017-18 interim cost report settlements, a total of \$194 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 \$472 thousand of which \$424 thousand lower were from TCMH and \$48 thousand lower were from MHSA. As was mentioned above, however, a net adjustment of \$146 thousand in prior years Medi-Cal SGF-EPSTD revenues were recorded due to the fiscal years 2013-14, 2015-16, 2016-17 and 2017-18 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 \$1 thousand higher than the budget. Tri-City records revenue when the services are provided and the claims are incurred and submitted.
- 4 Contract revenues** are higher than the budget by \$29 thousand all from MHSA. The contract amount at MHSA 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 \$18 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 higher than budget by \$31 thousand mainly from MHSA. In accordance to the loan agreement between Tri-City and the City of Pomona in May 2013 for the home improvement project on Baseline property, 20% of the original \$147,183 loan to Tri-City also known as the HUD loan will be forgiven on the 6th year and every year thereafter until the whole loan amount is written off. As such, Tri-City wrote off and recognized into income the third 20% in the amount of \$29,437.
- 7 Provision for contractual disallowances** for fiscal year 2020-21 is \$889 thousand lower than budget.

Operating Expenses

Operating expenses were lower than budget by \$998 thousand for the following reasons:

- 1 Salaries and benefits** are approximately \$1.2 million lower than budget and of that amount, salaries and benefits are \$108 thousand lower for TCMH operations and are \$1.1 million lower for MHSA operations. These variances are due to the following:

TCMH salaries were lower than budget by \$190 thousand and benefits are lower than budget by \$492 thousand due to lower various insurances. Additionally, the implementation of GASB Statement No. 68 required the recording of Tri-City's Net Pension Liability as a proportionate share of the CalPERS Miscellaneous Cost Sharing Plan. Each year a new actuarial valuation is prepared by CalPERS which not only changes the Net Pension Liability, but the associated Deferred Outflows of Resources and Deferred Inflows of Resources, all of which are netted with pension expense. This year the overall result was a net debit of \$574 thousand to pension expense.

MHSA salaries are lower than budget by \$566 thousand. The direct program salary costs are lower by \$312 thousand due to vacant positions and the administrative salary costs are lower than budget by \$254 thousand. Benefits are lower than budget by \$548 thousand. Of that, health insurance is lower by \$281 thousand, retirement contributions are lower by \$162 thousand, workers compensation is lower by \$66 thousand and state unemployment is lower by \$61 thousand. These lower costs are offset by higher employer training costs.
- 2 Facility and equipment operating costs** were lower than budget by \$213 thousand. Facility and equipment operating costs were \$22 thousand lower for TCMH and \$191 thousand lower for MHSA.

**TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
TWELVE MONTHS ENDING JUNE 30, 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 \$519 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 \$10 thousand.
- 5 **MHSA learning and training costs** are lower than the budget by \$60 thousand.
- 6 **Depreciation** is higher than budget by \$123 thousand.
- 7 **Other operating expenses** were lower than budget by \$137 thousand of which \$33 thousand lower were from TCMH and \$104 thousand lower were from MHSA. At TCMH, attorney fee is lower than budget by \$65 thousand, personnel recruiting fee is lower by \$50 thousand, conference and mileage expenses are lower by \$9 thousand, office supplies and printing costs are all lower than the budget. These lower costs are offset by higher IT related professional fee. For MHSA, professional fees are lower than the budget by \$112 thousand, attorney fees are lower by \$13 thousand, personnel recruiting fees are lower by \$43 thousand, conference and mileage reimbursement are lower by \$25 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 \$503 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 \$40 thousand.
- 2 **MHSA non-operating revenue** is \$278 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	277,622	-	277,622
INN funds received and available to be spent	316,438	316,438	-
Non-operating revenues recorded	<u>\$ 13,523,788</u>	<u>\$ 13,246,166</u>	<u>\$ 277,622</u>

CSS, PEI and INN recorded revenues are all in line with the budgets.

CFTN recorded revenue is higher than the budget by \$278 thousand. Funds are recognized as per Governing Board approval in May of Resolution No. 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 \$202 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
TWELVE MONTHS ENDED JUNE 30, 2021 AND 2020
PRELIMINARY

	PERIOD ENDED 6/30/21			PERIOD ENDED 6/30/20		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
REVENUES						
Medi-Cal FFP, net of reserves	\$ 4,639,173	\$ 4,017,539	\$ 8,656,712	\$ 4,386,404	\$ 3,585,461	\$ 7,971,865
Medi-Cal FFP FYE Prior Year	131,703	49,227	180,929	-	-	-
Medi-Cal SGF-EPSDT	1,185,889	1,000,420	2,186,309	1,153,618	779,836	1,933,454
Medi-Cal SGF-EPSDT Prior Year	(105,252)	(44,790)	(150,042)	-	-	-
Medicare	2,871	2,889	5,760	3,787	2,008	5,794
Realignment	4,095,068	-	4,095,068	3,776,201	-	3,776,201
MHSA funds	-	13,523,788	13,523,788	-	12,130,482	12,130,482
Grants and contracts	642,570	28,736	671,306	173,244	28,847	202,090
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	1,662	-	1,662	2,414	-	2,414
Rent income - TCMH & MHSA Housing	32,395	95,034	127,428	32,374	82,668	115,042
Other income	1,983	29,915	31,897	2,188	59,462	61,651
Interest Income	26,943	129,932	156,875	91,280	468,891	560,171
Gain on disposal of assets	660	8,750	9,410	508	8,731	9,238
Total Revenues	10,911,841	18,841,442	29,753,283	9,692,254	17,146,384	26,838,638
EXPENSES						
Salaries, wages and benefits	8,235,428	11,949,321	20,184,749	7,564,501	11,150,169	18,714,670
Facility and equipment operating cost	680,873	1,276,400	1,957,273	602,912	1,341,461	1,944,373
Client lodging, transportation, and supply expense	306,852	1,581,910	1,888,762	177,990	1,527,803	1,705,792
Depreciation	148,026	426,003	574,030	107,710	371,859	479,569
Interest expense	39,965	-	39,965	41,592	-	41,592
Other operating expenses	592,440	1,385,192	1,977,632	547,203	1,351,306	1,898,509
Total Expenses	10,003,585	16,618,825	26,622,411	9,041,907	15,742,597	24,784,505
INCREASE (DECREASE) IN NET POSITION	908,256	2,222,616	3,130,872	650,346	1,403,787	2,054,133
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 YEAR	\$ 4,787,631	\$ 24,868,486	\$ 29,656,117	\$ 3,879,375	\$ 22,645,870	\$ 26,525,245

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

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**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: September 15, 2021

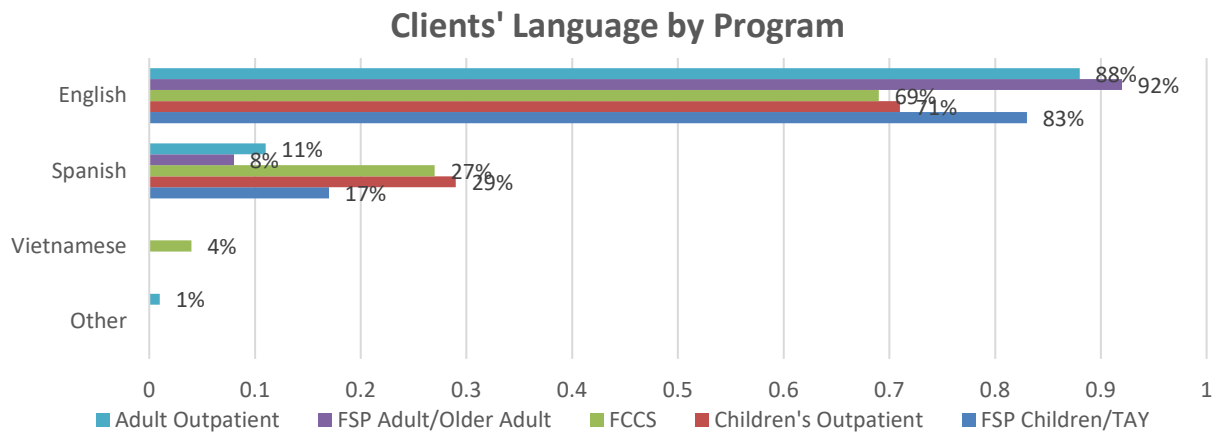
TO: Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director

FROM: Elizabeth Renteria, LCSW, Chief Clinical Officer

SUBJECT: Monthly Clinical Services Report

CLIENT CENSUS DATA

Each month, information and data and 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 language breakdown of client's receiving services at Tri-City Mental Health Authority.



ACCESS TO CARE

There was a total of **221** service requests made for adults in the month of **August**. In terms of request type, **37** were walk-in service requests, **156** were called-in, there were **25** SRTS referrals/SRTS hospital discharge referrals, there were **2** in- writing referrals and **1** FSP/FCCS referral. There was a total of **20** service requests that were hospital discharges. There were **21** referrals received from IOET for adults.

There was a total of **127** intakes initiated by staff during the month of **August** for **both adults and children** by the following departments: ATC, AOP, COP, FSP, SPT, and IOET. There were approximately **10** individuals that did not meet medical necessity during initial assessment.

Access to Care clinicians initiated a total of **77** intakes which is **60.62%** of the total number of intakes initiated for the month of **August** for the entire agency.

Below is a breakdown of dispositions based on the 221 service requests received for August/2021:

- .45% (1) Pending disposition.
- 1.35% (3) Already receiving MH services.
- 80.09% (177) Initial appointment given.
- .45% (1) Referred back to managed care plan.
- 2.71% (6) Referred back to private insurance.
- 8.14% (18) Referred to another MH agency.
- .45 (1) Individual/collateral declined services.
- 6.33% (14) Unable to contact individual/collateral.

There was a total of **58** service requests received at the Royalty location for children and TAY in the month of **August**. Of the **58** service requests, **4** were walk-ins, **39** were called-in, **11** were in-writing referrals, **1** was an FSP referral and **3** were SRTS referrals. There were 3 hospital discharges and **3** referrals from IOET.

CO-OCCURRING SUPPORT TEAM

The Co-Occurring Support Team continues to partner with Pomona Valley Hospital Medical Center by providing substance abuse training for medical student residents. In August the team provided training to residents on such topics as motivational interviewing, engaging the homeless population, substance abuse treatment interventions and common street drugs of the area.

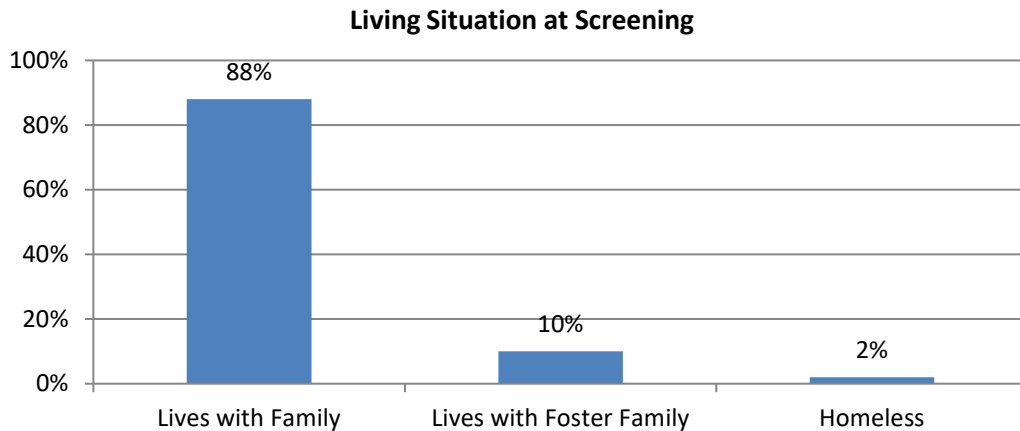
CLINICAL WELLNESS ADVOCATES TEAM

Census on the Clinical Wellness Advocate team remain consistent at 107. Clinical Wellness advocates are currently taking coursework in preparation for the peer support certification process which is slated to begin late 2021 early 2022.

CHILD AND FAMILY SERVICES

The School Partnership Team (SPT) program will be hosting a “summit” for school community partners to highlight Tri-City Mental Health Services and the entire system of care. The SPT program will be working alongside the Wellness Center staff to create videos of the wellness center, various programs, and TAY spaces. The TCG program will also be presenting and providing video or pictures of the garden to encourage participation from students and families. Additionally, the team has worked with school districts to coordinate days for Tri-City staff to be on selected school campuses to provide families and students with easy access to care.

Overview: Living Situation of Youth at Intake



**Data Provided by QA as of 9/1/2021*

ADULT SERVICES

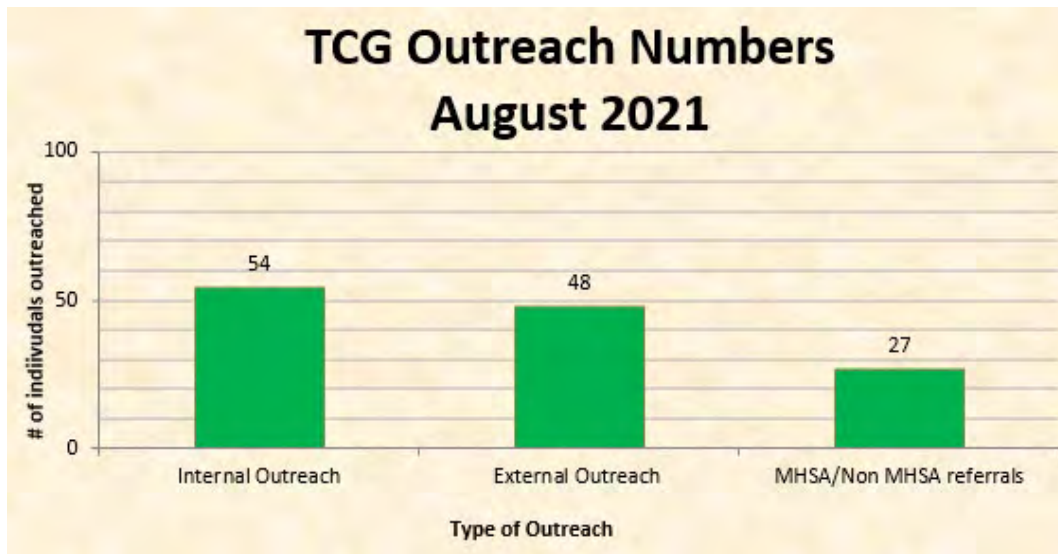
Adult Services processed four new Full-Service Partnership referrals in the month of August. Currently, there are 32 clients receiving housing support through Hope for Home. Adult program team staff have identified grief and loss as a high priority for clients coming into services. To address this need they have grief and bereavement coping skills groups available to adult clients on a weekly basis.

THERAPEUTIC COMMUNITY GARDEN (TCG)

In August the TCG team reached out to the Pilgrim Place Senior Community, a socially and environmentally conscious community in Claremont which includes a vibrant resident / employee garden program. Plans are underway for Tri-City staff to collaborate with staff from Pilgrims Place to offer additional therapeutic experiences for the residents of the program. Emphasis of the program will be connectedness through the shared experience of creating a garden. Residents will be encouraged to share life experiences and stories as they work together on the project.



Above: Strawberries from The Therapeutic Community Garden; August 2021.



Above: Outreach numbers for August 2021.

SUCCESS STORY

This month's success story illustrates the importance of a multi-disciplinary team approach. An adult program client came into services after several hospitalizations for psychiatric issues over a 3-month period. This client also had difficulty maintaining stable housing and had few social supports. The clinical therapist assigned to the case collaborated with a peer support specialist (clinical wellness advocate) and a mental health specialist to meet the client needs. The mental health specialist was able to work with the client on obtaining a Housing Choice voucher and the peer support specialist shared their lived experience with the client and encouraged them to be actively engaged in their care. Additionally, the clinical therapist referred the client to a co-occurring support team member who was able to help the client find a twelve – step recovery group to attend regularly. Since coming to Tri-City Mental health in June the clients has not had any hospitalizations and now reports they have more social support and strong relationship with their sponsor and treatment tea.



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: September 15, 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

SERVICES PROVIDED BY TRI-CITY INTENSIVE OUTREACH AND ENGAGEMENT (IOET), PACT AND SUPPLEMENTAL CRISIS TEAMS IN AUGUST 2021

IOET Program

- Number of all new outreach in August= 121
- Number client given intake appointments= 48
- Total number of ALL clients outreached= 237
- Total number of homeless served= 134
- Percentage of clients outreached that are homeless= 57%
- Percentage of clients enrolled this month in formal services that are homeless= 35%

Service area:

- Pomona= 216
- Laverne= 8
- Claremont= 13
- Total= 237

Health Issues:

- Number of initial health assessments completed=37
- Number of clients linked to PCP appointments with IOET LPT= 20

Supplemental Crisis Calls

- Number of calls received= 15
- Service Area
- Pomona= 7
- Laverne= 2
- Claremont= 0
- Outside service area= 6

Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director
Monthly Staff Report of Seeyam Teimoori, M.D.
September 15, 2021
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P.A.C.T.

- Number of new individuals added for the month= 29
- Number of closed individuals for the month= 33
- Number of holds written for the month= 3 holds
- Number enrolled in formal services for the month= 1



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: September 15, 2021

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

FROM: Rimmi Hundal, Director of MHSA and Ethnic Services

SUBJECT: Monthly MHSA and Ethnic Services Report

ETHNIC SERVICES

Tri-City's advisory councils went dark during the month of August. Here are some highlights from July:

- The African American Family Wellness Advisory Council (AAFWAC) continued reading and discussing the book, "Breaking the Chains of Psychological Slavery".
- AAPI Advisory Council announced its new name – "HAAPI" which stands for Holistic Asian American Pacific Islanders.
- Adelante is hosting a webinar in partnership with Dr. James Garcia from the University of La Verne and one of his graduate students on November 1st at 6pm. Dr. Garcia will discuss the term "Latinx" and give us a history behind the term, the need for the term and how this term represents inclusivity and captures the rich mosaic of various communities.
- The Chair of the TAY Advisory council is reaching out to various organizations and groups that work with TAY (Transitional Age Youth – 16-25) educating them on our new TAY Advisory Council. She is gathering information on the best dates and times for youth before scheduling her first meeting in October.

COMMUNITY PLANNING PROCESS

Tri-City will be hosting two stakeholder meetings during the month of September. The first meeting will focus specifically on the engagement of transition age youth (TAY). Tri-City has long respected and encouraged the voices of our youth. In keeping with this commitment, Tri-City will be hosting an MHSA Stakeholder Meeting on Thursday, September 23rd at 6pm, focused on introducing transition age youth, ages 16-25, to the Mental Health Services Act and the benefits of funding programs designed to support youth and their wellbeing.

A second stakeholder meeting will be held to launch the annual community planning process for FY 2021-22. Stakeholder involvement is the lifeline for effective program development within Tri-City Mental Health. On Thursday, September 30 at 5:30, Tri-City will present an overview of current projects and programs funded under the Mental Health Services Act. Registration information for both meetings is available on Tri-City's website.

WORKFORCE EDUCATION AND TRAINING (WET)

During the months of July and August, WET program staff have been continuing efforts to ensure our existing staff are well trained. WET program staff has been coordinating with the Human Resources Department to highlight positions for which Tri-City is hiring on our social media pages, including Facebook and LinkedIn. Additionally, Tri-City staff has been continuing outreach to local colleges and universities to coordinate presentations to students about the benefits of working at Tri-City Mental Health, and in community mental health in general.

During the months of July and August, Staff have completed 470 courses, over 226.6 hours during these two months using the online learning program, Relias. Additionally, WET program staff has been working with clinical leadership to develop courses and training plans that meet the needs of the clinical teams while allowing for the flexibility and adaptability offered by an online platform.

During the last two months, Tri-City's social media reach was as below:

- On Facebook, Tri-City reached 1424 people
- On LinkedIn, Tri-City reached 131 views and 50 unique visitors
- On Instagram, Tri-City reached 520 people and
- On Twitter, Tri-City made 3,368 impressions.

PREVENTION AND EARLY INTERVENTION – PEI

Peer Mentor Program

The Peer Mentor Program staff and participants continue to meet once a month via RingCentral to provide trainings and one on one support. During the month of July, the mentors were provided trainings on how to address the impact of ongoing changes and adjustments due to Covid19 and various coping skills were discussed for the Mentors and Mentees.

Stigma Reduction

Suicide Prevention Week was observed from September 5th- until September 11th and World Suicide Prevention Day was on September 10th. This is a time when people and organizations across the nation come together to spread the message about suicide prevention and to honor loved ones who have died by suicide.

This year's Suicide Prevention Week's theme was: **“Supportive Transitions: Reconnect, Reenter, and Rebuild.”** As we reenter and rebuild the fabrics of our daily life during this unprecedented time - reconnecting with supportive relationships, and practicing positive coping skills is essential for our emotional well-being.

Community members were invited to complete daily challenges and attend a Suicide Prevention webinar on Thursday, September 9th from 4-5pm via Zoom. Tri-City also participated in a World Suicide Prevention Day event **“Light a Candle in Remembrance”** on September 10th at 8pm on social media. Program staff utilized Tri-City’s website and social media accounts to share information, resources and events in support of Suicide Prevention Week.

INNOVATION

Tri-City’s Innovation Coordinator has begun the process of planning for the next Innovation project. Community outreach and presentations are planned to encourage stakeholders to consider the needs of their community and how their voice and ideas can impact the development of future learning projects that could improve access to mental health services.

In September, the Help@Hand project reached it’s third-year anniversary since approval by the Mental Health Services Oversight and Accountability Commission. Tri-City continues to evaluate each step of this project to determine the value of ongoing participation. A project update and status report will be presented to stakeholders during the September 30 meeting for their review and feedback.



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: September 15, 2021

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

FROM: Natalie Majors-Stewart, LCSW, Chief Compliance Officer

SUBJECT: Monthly Best Practices Report

POLICY DEVELOPMENT

Policies, Procedures and Protocols are essential to our daily agency operations and service delivery. With the healthcare system in constant evolution, so are constant changes to laws, regulations, standards of care, and best practices that drive how we are expected to approach our work. Each new change often results in the need to create or modify an internal policy, procedure, or protocol to guide our workforce.

Within the next few months, a new structure for policies, procedures, and protocols will be implemented agency wide. The new structure is being implemented to address the following:

1. The increased demand to create and update policies, procedures, and protocols.
2. The need for a more unified and streamlined method for developing, organizing, writing, approving, and implementing policies, procedures, and protocols.

The redesigned system for policies, procedures and protocols will kick-off with the entire Executive Team participating in a certified training on policy and procedure writing the second week of September. This training and the workflow overhaul will ensure that policies, procedures, and protocols are comprehensive, uniform, up-to-date, accessible, and effectively communicated throughout the organization.

The new structure for Policies, Procedures, and Protocols will formalized in an agency Policy & Procedure, which will be presented to the board to review and approval.



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: September 15, 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

The I.T. Department is currently looking to hire a new I.T. Specialist II. IT is coordinating with HR and candidate review is underway.

I.T. SECURITY

Dyopath has been secured to complete a security assessment of Tri-City's I.T. systems. Every couple of years, a security assessment is required by Tri-City's negotiation/contract package with Los Angeles County Department of Mental Health (LA DMH) to provide Medi-Cal billable services. This assessment will take approximately 6-8 weeks. A formal Executive Report will be provided at the end of the engagement and a summary will be provided to the Governing board during the next available meeting after completion.

PROJECT MANAGEMENT

The following are updates to the high priority (but not exclusive) projects under the purview of I.T.:

- Electronic Health Record (Cerner) Implementation – Currently underway. The project has an anticipated go-live of June 2022.
- UniteUs Implementation – This 3-year pilot project is underway. The Tri-City team is currently in discussions with the Unite Us implementation to map out the overall timeline. The workflow has been approved and next steps are to configure the system and train our end-users. The Community Navigators and Access To Care clinical team will be the first staff to be trained to utilize the system with their respective service populations. Go-live is currently "TBD".
- Network RFP. The goal of the RFP is to increase network capacity and functionality for Tri-City. Tri-City has received four (4) bids from prospective vendors are currently in the process of reviewing the submissions. Final recommendation will be presented during October Governing Board meeting.