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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, NOVEMBER 17, 2021

5:00 P.M.

MEETING LOCATION

There will be no in-person public meeting location. On September 16, 2021, the Legislature amended the Brown Act provisions regarding teleconferencing through Assembly Bill No. 361, codified under Government Code § 54953. Accordingly, the Governing Board will hold this public meeting via teleconference and the public seeking to observe and to address the Governing Board may participate telephonically or otherwise electronically.

To join the Governing Board special 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 the meeting typing their name in the "Q&A" function and indicate if they wish to address a particular agenda item, or if they wish to make a general comment on a matter within the subject matter jurisdiction of the Governing Board; OR by calling-in. The Chair will call on the member of the public at the appropriate time and allow the person to provide live comment. The public can also submit a comment by writing an email to molmos@tricitymhs.org. All email messages received by 3:30 p.m. will be shared with the Governing Board before the meeting. 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. CONSIDERATION OF RESOLUTION NO. 619 AUTHORIZING THE IMPLEMENTATION OF TELECONFERENCING REQUIREMENTS DURING A PROCLAIMED STATE OF EMERGENCY UNDER GOVERNMENT CODE SECTION 54953 (AB 361)

Recommendation: “A motion to adopt Resolution No. 619 finding and declaring that it unsafe to meet in person during the proclaimed state of emergency as a result of the continued threat of COVID-19, and authorizes the Executive Director, or her designee, to continue utilizing teleconferencing accessibility to conduct the Authority's public meetings pursuant to Government Code § 54953.”

2. APPROVAL OF MINUTES FROM THE OCTOBER 20, 2021 GOVERNING BOARD REGULAR MEETING

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of October 20, 2021.”

3. APPROVAL OF MINUTES FROM THE NOVEMBER 10, 2021 GOVERNING BOARD SPECIAL MEETING

Recommendation: “A motion to approve the Minutes of the Governing Board Special Meeting of November 10, 2021.”

NEW BUSINESS

4. CONSIDERATION OF RESOLUTION NO. 620 AWARDED AN AGREEMENT TO AIRESRING, INC. FOR NETWORK SERVICES MIGRATION PROJECT IN THE ANNUAL AMOUNT OF \$76,495.68, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT

Recommendation: “A motion adopt Resolution No. 620 awarding an Agreement to Airespring, Inc. for Network Services Migration Project in the annual amount of \$76,495.68, and Authorizing the Executive Director to continue contract negotiations and execute the Agreement after it is finalized.”

5. CONSIDERATION OF RESOLUTION NO. 621 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH KAIROS PARTNERS, LLC FOR THE IMPLEMENTATION OF NETWORK SERVICES IN AN AMOUNT NOT TO EXCEED \$12,870 EFFECTIVE NOVEMBER 17, 2021

Recommendation: “A motion to adopt Resolution No. 621 approving an Agreement with Kairos Partners, LLC for the Implementation of Network Services in the amount not to exceed \$12,870, effective November 17, 2021, and authorizing the Executive Director to execute it.”

6. CONSIDERATION OF RESOLUTION NO. 622 APPROVING AN AMENDMENT TO MHSA ANNUAL UPDATE FY 2021-22, AUTHORIZING THE TRANSFER OF FUNDS FROM COMMUNITY SERVICES AND SUPPORTS (CSS) PLAN IN THE AMOUNT OF \$400,000 TO THE CAPITAL FACILITIES AND TECHNOLOGY NEEDS (CFTN) PLAN, AND THE AMOUNT OF \$900,000 TO THE WORKFORCE EDUCATION & TRAINING (WET) PLAN

Recommendation: “A motion adopt Resolution No. 622 approving an 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 the amount of \$900,000 to WET Plan.”

7. CONSIDERATION OF RESOLUTION NO. 623 AUTHORIZING AN AGREEMENT FOR TEMPORARY, LIMITED TERM MANAGEMENT SERVICES WITH JESSE H. DUFF

Recommendation: “A motion adopt Resolution No. 623 approving an Agreement with Jesse H. Duff for Temporary, Limited Term Management Services, effective November 17, 2021.”

8. CONSIDERATION OF RESOLUTION NO. 624 ADOPTING THE MOTTO ‘HOPE. WELLNESS. COMMUNITY. LET’S FIND IT TOGETHER’ CREATED FOR TRI-CITY MENTAL HEALTH AUTHORITY BY BRAND PURPOSE, LLC

Recommendation: “A motion to adopt Resolution No. 624 approving the implementation of the motto ‘Hope. Wellness. Community. Let’s Find It Together’ created by Brand Purpose, LLC exclusively for Tri-City Mental Health Authority to be included with its logo in all written communications.”

MONTHLY STAFF REPORTS

9. TONI NAVARRO, EXECUTIVE DIRECTOR REPORT

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

Recommendation: “A motion to receive and file the month of November 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 the open meeting by typing their name in the “Q&A” function and indicate if they wish to address a particular agenda item, or if they wish to make a general comment on a matter within the subject matter jurisdiction of the Governing Board; or by calling-in; or by writing an email to molmos@tricitymhs.org. All emails received by 3:30 p.m. will be shared with the Governing Board before the meeting. 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 Governing Board will meet next in a Regular Joint Meeting with the Mental Health Commission to be held on **Wednesday, December 15, 2021 at 5:00 p.m.**, via teleconference due to the COVID-19 pandemic, pursuant to Government Code § 54953.

MICAELA P. OLMOS
JPA ADMINISTRATOR/CLERK



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

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DATE: November 17, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Mica Olmos, JPA Administrator/Clerk

SUBJECT: Consideration of Resolution No. 619, Authorizing the Implementation of Teleconferencing Requirements during a Proclaimed State of Emergency Under Government Code Section 54953 (AB 361)

Summary:

On September 16, 2021, the Legislature amended the Brown Act waiving certain provisions regarding teleconferencing through Assembly Bill No. 361 (AB 361.) Accordingly, public agencies are authorized to hold its public meetings via teleconference under a proclaimed state of emergency which makes it unsafe to meet in person, provided that it allows the public, seeking to observe and to address the legislative body, to participate in real time telephonically or an internet-based service option during a virtual meeting; and the legislative body makes additional findings every 30 days in order to continue such teleconferencing pursuant to AB 361.

Background:

The Ralph M. Brown Act requires that all meetings of a legislative body of a local agency be open and public and that any person may attend and participate in such meetings; and allows for legislative bodies to hold meetings by teleconference, but imposes the following requirements for doing so:

1. The public agency must give notice of each teleconference location from which a member will be participating in a public meeting.
2. Each teleconference location must be specifically identified in the meeting notice and agenda, including full address and room number.
3. Each teleconference location must be accessible to the public.
4. Members of the public must be able to address the body at each teleconference location.

On March 17, 2020, Governor Newsom issued Executive Order No. N-29-20, suspending the Brown Act's teleconferencing requirements (enumerated above) in order to address the need for public meetings during the present public health emergency (COVID-19) and allow legislative bodies to meet virtually as long as certain notice and accessibility requirements were met; and on June 11, 2021, Governor Newsom issued Executive Order No. N-8-21 continuing the suspension of the Brown Act's teleconferencing requirements through September 30, 2021.

AGENDA ITEM NO. 1

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 619, Authorizing the Implementation of Teleconferencing Requirements during a Proclaimed State of Emergency Under Government Code Section 54953 (AB 361)
November 17, 2021
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On September 16, 2021, the State Legislature amended the Brown Act through Assembly Bill No. 361 (AB 361), codified under Government Code § 54953, waiving certain provisions of the Brown Act in order to allow local agencies to continue to meet using teleconferencing without complying with the regular teleconferencing requirements of the Brown Act when a legislative body holds a meeting during a proclaimed state of emergency and it unsafe to meet in person.

In addition, Government Code section 54953 adds new procedures and clarifies the requirements for conducting remote (virtual) meetings, including the following:

- Public Comment Opportunities in Real Time – a legislative body that meets remotely pursuant to AB 361, must allow members of the public to access the meeting via a call-in option or an internet-based service option, and the agenda for the remote meeting must provide an opportunity for members of the public to directly address the body in real time. A legislative body cannot require public comments to be submitted in advance of the meeting.
- No Action During Disruptions – in the event of a disruption that prevents the local agency from broadcasting the remote meeting, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, AB 361 prohibits the legislative body from taking any further action on items appearing on the meeting agenda until public access is restored.
- Periodic Findings – Government Code § 54953(e)(B) requires the legislative body to hold a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risk to the health or safety of attendees.

The Governing Board must make these findings no later than 30 days after the first teleconferenced meeting is held after September 30, 2021, and must also make these findings every 30 days thereafter, in order to continue to allow teleconference accessibility for conducting public meetings (Government Code § 54953(e)(3).) AB 361 will sunset on January 1, 2024.

Tri-City Mental Health Authority (TCMHA) has already implemented the above stated requirements for conducting public meetings and is in compliance with AB 361, thus there will be no change of the currently established procedures. Teleconference accessibility is available via call-in option or through via RingCentral Webinars platform (internet-based service option) and both the telephone number and meeting link are listed on the published agenda for each meeting as well as on TCMHA's website.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 619, Authorizing the Implementation of Teleconferencing Requirements during a Proclaimed State of Emergency Under Government Code Section 54953 (AB 361)
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The JPA Administrator/Clerk monitors public comment submitted via email correspondence (as published on the agenda); and designated staff monitors comment via teleconference throughout each public meeting and provides access for public comment opportunities in real time both verbally (via call-in) and in writing (in the 'chat' option.)

Funding:

None required.

Recommendation:

Staff recommends that the Governing Board approve and adopt Resolution No. 619 finding and declaring that it unsafe to meet in person during the proclaimed state of emergency as a result of the continued threat of COVID-19, and authorizes the Executive Director, or her designee, to continue utilizing teleconferencing accessibility to conduct the Authority's public meetings pursuant to Government Code § 54953.

Attachments:

Attachment 1-A: Resolution No. 619 - DRAFT

RESOLUTION NO. 619

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO IMPLEMENT TELECONFERENCING REQUIREMENTS FOR CONDUCTING PUBLIC MEETINGS DURING A PROCLAIMED STATE OF EMERGENCY PURSUANT TO GOVERNMENT CODE SECTION 54953 (AB 361)

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”) wishes to continue using teleconferencing to conduct public meetings as allowed under Government Code § 54953, since a state of emergency as a result of the threat of COVID-19 still exists and continues to impact the ability of members of the Governing Board, Mental Health Commission, Tri-City staff, and public to meet safely in person.

B. The State of California and the Authority continue to follow safety measures in response to COVID-19 as ordered or recommended by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (DPH), California Occupational Safety and Health Administration (Cal/OSHA), and/or County of Los Angeles, as applicable, including facial coverings when required and social distancing.

C. The Authority will make these findings every 30 days in order to continue such teleconferencing pursuant to Government Code § 54953 (AB 361.)

D. The Executive Director or her designee, are authorized to continue utilizing teleconferencing accessibility to conduct public meetings, and implement teleconference requirements in compliance with AB 361 (Stats. 2021, ch. 165) and Government Code § 54953 (as amended), effective immediately.

2. Action

The Governing Board finds and declares that it unsafe to meet in person during the proclaimed state of emergency as a result of the continued threat of COVID-19, and authorizes the Executive Director, or her designee, to continue utilizing teleconferencing accessibility to conduct the Authority’s public meetings pursuant to Government Code § 54953.

[Continued on page 2]

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on November 17, 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



MINUTES

REGULAR MEETING OF THE GOVERNING BOARD OCTOBER 20, 2021 – 5:00 P.M.

The Governing Board held on Wednesday, October 20, 2021 at 5:11 p.m. its Regular Meeting Via Teleconference pursuant to Government Code § 54953, which allows 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 5:11 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
Elizabeth Ontiveros-Cole, City of Pomona, Board Member
Ronald T. Vera, City of Claremont, Board Member
Wendy Lau, City of La Verne, Alternate Board Member

ABSENT: Robin Carder, City of La Verne, Chair
John Nolte, City of Pomona, Board Member

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

Vice-Chair Leano addressed the public and provided instructions on how the public can provide comment electronically or telephonically.

CONSENT CALENDAR

Board Member Lantz inquired if we still have a declared emergency. Counsel Pieper started that portions of the Governor's emergency proclamation have been rescinded, but that the main declaration still in effect and the LA County is endorsing social distancing, which are the basis for allowing us to go forward for at least another meeting. Board Member Lantz further inquired if there was an expiration date for the Governor's declaration. Counsel Pieper replied in the negative.

Board Member Lantz then inquired on what Tri-City's rates are based on. Chief Financial Officer Acosta explained that the rates are based on actual costs, pointing out that at the end of every year, a Cost Report is completed which allows us to see our true costs for the services that we provided, and are published usually in October.

Vice-Chair Leano opened the meeting for public comment; and there was no public comment.

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

1. APPROVAL OF MINUTES FROM THE SEPTEMBER 15, 2021 GOVERNING BOARD REGULAR MEETING

Recommendation: "A motion to approve the Minutes of the Governing Board Regular Meeting of September 15, 2021."

2. CONSIDERATION OF RESOLUTION NO. 612 AUTHORIZING THE IMPLEMENTATION OF TELECONFERENCING REQUIREMENTS DURING A PROCLAIMED STATE OF EMERGENCY UNDER GOVERNMENT CODE SECTION 54953 (AB 361)

Recommendation: "A motion to adopt Resolution No. 612 finding and declaring that it unsafe to meet in person during the proclaimed state of emergency as a result of the continued threat of COVID-19, and authorizes the Executive Director, or her designee, to continue utilizing teleconferencing accessibility to conduct the Authority's public meetings pursuant to Government Code § 54953."

3. CONSIDERATION OF RESOLUTION NO. 613 ADOPTING TRI-CITY MENTAL HEALTH AUTHORITY'S PUBLISHED RATES EFFECTIVE FY 2020-21

Recommendation: "A motion to adopt Resolution No. 613 establishing Tri-City's Published Rates effective Fiscal Year 2020-21."

NEW BUSINESS

4. APPROVAL OF RESOLUTION NO. 614 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH NATIONAL ALLIANCE OF MENTAL HEALTH POMONA VALLEY (NAMI-PV) TO PROVIDE PEER-LED SUPPORT SERVICES AND EDUCATION CLASSES UNDER TRI-CITY'S MHSA COMMUNITY SERVICES AND SUPPORTS PLAN

Board Member Vera announced that he would recuse from participating in this agenda item (regarding the approval of an MOU with NAMI Pomona Valley) to avoid a conflict of interest since his wife is a NAMI board member.

Executive Director Navarro reported that this is the 10th year that Tri-City provides some of its MHSA Community Services and Supports dollars to NAMI Pomona Valley for them to provide services that assist in the outreach and engagement of persons in our three cities to bring them into a treatment services in our systems. She noted that this funding was allocated in the Annual MHSA update which was approved by the Governing Board in June, and is this the contract that memorializes the support groups that NAMI will provide in the amount of \$14,300.

Vice-Chair Leano opened the meeting for public comment. JPA Administrator/Clerk Olmos reported that Christina Vera wrote on the 'chat' option, thanking the Governing Board on behalf of NAMI Pomona Valley.

There being no further comment, Board Member Cockrell moved, and Alternate Board Member Lau seconded, to adopt Resolution No. 614 approving the MOU with NAMI-PV to provide peer-led support services and education, in an amount not-to-exceed \$14,300, and authorizing Executive Director to execute the MOU. The motion was carried by the following vote: AYES: Alternate Board Member Lau; Board Members Cockrell, Lantz, and Ontiveros-Cole; and Vice-Chair Leano. NOES: None. ABSTAIN: Board Member Vera. ABSENT: Board Member Nolte; and Chair Carder.

5. APPROVAL OF RESOLUTION NO. 615 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH NATIONAL ALLIANCE OF MENTAL HEALTH POMONA VALLEY (NAMI-PV) TO PROVIDE THE TRAINING 'ENDING THE SILENCE' (ETS) AND NAMI 101 PROGRAMS UNDER TRI-CITY'S MHSA PREVENTION AND EARLY INTERVENTION (PEI) PLAN

Executive Director Navarro reported that this is the second half of annual collaborations with NAMI Pomona Valley; that in addition to Community Services and Supports (CSS) Plan's funding, Tri-City also provides funding in an amount not to exceed \$35,500 during fiscal year 2021-22, from its MHSA Prevention and Early Intervention (PEI) Plan, to NAMI Pomona Valley to provide prevention and early intervention services by conducting a training called Ending The Silence in our local school districts to educate parents and teachers about early identification of mental illness and emotional disturbance in children and how to access services.

Board Member Vera announced that he would also recuse from participating in this agenda item (regarding the approval of an MOU with NAMI Pomona Valley) to avoid a conflict of interest since his wife is a NAMI board member.

Vice-Chair Leano opened the meeting for public comment. JPA Administrator/Clerk Olmos reported that Christina Vera again thanked the Governing Board on behalf of NAMI Pomona Valley via the 'chat' option, for approving the agreement with NAMI.

There being no further comment, Board Member Lantz moved, and Board Member Ontiveros-Cole seconded, to adopt Resolution No. 615 approving the MOU with NAMI-PV to provide the training ETS and NAMI 101 Programs in an amount not-to-exceed \$35,500.00; and authorizing Executive Director to execute the MOU. The motion was carried by the following vote: AYES: Alternate Board Member Lau; Board Members Cockrell, Lantz, and Ontiveros-Cole; and Vice-Chair Leano. NOES: None. ABSTAIN: Board Member Vera. ABSENT: Board Member Nolte; and Chair Carder.

6. CONSIDERATION OF RESOLUTION NO. 616 AWARDING AN AGREEMENT TO AMTEK CONSTRUCTION IN THE AMOUNT OF \$266,174.70 FOR THE POWER UPGRADE PROJECT AT PROPERTY LOCATED AT 2001 N. GAREY AVENUE IN POMONA, CALIFORNIA; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT

Chief Financial Officer Acosta reported that back in March of 2020, the board authorized staff to move forward with the projects at 2001 Gary location to upgrade the power grid and to add office space; that after some brief delays as a result of the pandemic, staff is now ready to move forward with the electrical upgrade portion of these projects; that RKA consulting was contracted to do the project specifications and RFP, which was published back in July; that only two Proposals were received and staff recommends to award the contract to Amtek Construction.

Vice-Chair Leano opened the meeting for public comment; and there was no public comment.

There being no further comment, Board Member Vera moved, and Alternate Board Member Lau seconded, to adopt Resolution No. 616 awarding the agreement for the Power Upgrade Project to Amtek Construction in the amount of \$266,175; authorizing the Executive Director to execute the agreement; and authorizing an additional 10% above the contract amount for contingencies. The motion was carried by the following vote: AYES: Alternate Board Member Lau; Board Members Cockrell, Lantz, Ontiveros-Cole, and Vera; and Vice-Chair Leano. NOES: None. ABSTAIN: None. ABSENT: Board Member Nolte; and Chair Carder.

7. CONSIDERATION OF RESOLUTION NO. 617 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACTOR AGREEMENT WITH THE CITY OF POMONA FOR RENTAL ASSISTANCE SUPPORTIVE SERVICES PURSUANT TO THE STATE OF CALIFORNIA'S EMERGENCY RENTAL ASSISTANCE PROGRAM AND BE COMPENSATED UP TO \$30,000

Executive Director Navarro stated that this is a request to approve a contract to receive up to \$30,000 in compensation from the City of Pomona to assist with the extended expanded rental assistance program. She indicated that back in January, the Governing Board approved a contract with the City of Pomona to help households complete rental assistance applications; that from January to March of 2021, Tri-City assisted 92 households in completing their applications; that this program was paused because the state and the city were seeking additional funds to continue the program; that the funding has now been approved and Tri-City had been approached again by the City of Pomona to continue the work in helping residents of Pomona get rental assistance to pay the back rent owed during the eviction moratorium.

Board Member Lantz inquired how many families were successful in receiving the rental assistance out of the 92 families that Tri-City assisted with their applications.

Housing Manager Monzon stated that there were not a lot of applicants that were approved because it was a very difficult process. She explained that the process for that rental assistance required a lot of documentation and follow-up, noting that the Landlords had to complete a W-9 form and we encountered that landlords did not want to complete it; thus resulting in having to submit applications without the W-9 form. She stated that the California rent relief makes the process much easier because the tenant can receive the rental assistance without the landlord's participation and tenants can pay the landlord after they receive the funding.

Executive Director Navarro expressed gratitude for Housing Manager Mary Monzon, the housing team, and the navigators team because this project has been really important for Tri-City, explaining that while we had 92 people come and meet with Tri-City staff for one hour, staff was not just filling out a rental assistance applications, they were also conducting Tri-City's standard review for case management needs and mental health needs; and that this process has served as a portal to help folks get help, that may not have otherwise come and ask for mental health care and/or support services, and that this was a success.

Vice-Chair Leano opened the meeting for public comment; and there was no public comment.

There being no further discussion, Alternate Board Member Lau moved, and Board Member Vera seconded, to adopt Resolution No. 617 approving the Contractor Agreement for Rental Assistance Supportive Services with the City of Pomona; to receive up to \$30,000 in compensation; and authorizing the Executive Director to execute the Agreement. The motion was carried by the following vote: AYES: Alternate Board Member Lau; Board Members Cockrell, Lantz, Ontiveros-Cole, and Vera; and Vice-Chair Leano. NOES: None. ABSTAIN: None. ABSENT: Board Member Nolte; and Chair Carder.

8. CONSIDERATION OF RESOLUTION NO. 618 APPROVING AN AGREEMENT WITH THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY (CSU) ON BEHALF OF CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS (CSUDH) TO PROVIDE CLINICAL LEARNING EXPERIENCES TO STUDENTS IN THE MASTER OF SOCIAL WORK PROGRAM, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT

Executive Director Navarro reported that each year Tri-City partners with various social work schools around our region in Southern California to provide interns via the Wellness Center; that interns learn about clinical services and provide direct services at the Wellness Center and at Bonita Unified School District for children and youth referrals; that they also maintain a few cases in Tri-City's adult and children and family services. She added that the intern program is extremely valuable to Tri-City because it helps us provide expanded services as needed, and it also provides a foundation for a future workforce; that the agreement with the Cal State Dominguez Hills expire every three years in June.

Vice-Chair Leano opened the meeting for public comment; and there was no public comment.

There being no further discussion, Board Member Vera moved, and Board Member Cockrell seconded, to adopt Resolution No. 618 approving the Agreement with the Trustees of the CSU on behalf of CSUDH to provide clinical learning experiences to students in the Master of Social Work Program, and authorizing the Executive Director to execute the Agreement and any Amendments thereafter. The motion was carried by the following vote: AYES: Alternate Board Member Lau; Board Members Cockrell, Lantz, Ontiveros-Cole, and Vera; and Vice-Chair Leano. NOES: None. ABSTAIN: None. ABSENT: Board Member Nolte; and Chair Carder.

MONTHLY STAFF REPORTS

9. TONI NAVARRO, EXECUTIVE DIRECTOR REPORT

Executive Director Navarro expressed excitement to announce that as of September 30th, we had 98.95% staff compliance with Tri-City's vaccine and or exemption requirement; she thanked

HR Manager Kitha Torregano and her team for doing an excellent job of partnering with East Valley Medical Center, who come onsite twice a week at 2001 building to provide the testing for 23 staff members who have exemptions and are testing twice a week. She then referred to a public comment that brought up some concerns that they had heard about at the Holt family apartments, noting that an update from Housing Manager Mary Monzon was included in her report and includes a very detailed outline of the timeline of some concerns that have been demonstrated and addressed quickly at the whole family apartments. She then talked about the issues and concerns that have taken place at the Holt Family Apartments and the manner in which they have been mitigated; and pointed out that the concerns recently raised had also been mitigated.

Board Member Vera inquired how the Commission feel about the responses which Executive Director had just reported, noting that he was aware that a Commission Member had brought these issues to the attention of the Governing Board.

Executive Director Navarro stated that Commissioner Villanueva had a great idea about forming a neighborhood watch program for the residents in the Holt Family Apartments; that the residents are talking about it; that the Police Department had had some meetings with the residents just to check in and see how things are going; and that when talked about this during the Commission meeting, the Commissioners felt like things were being addressed and being handled, and that she has not heard any other concerns from the Commission regarding this issue.

Housing Manager Monzon added that sometime in 2019, the police came on site and held multiple monthly meetings at Holt Family Apartments to let the residents know that they were there to help; that there was also presentation from the neighborhood watch patrol, explaining how the residents could get one started onsite; however, at that time nobody stepped up in the community who wanted to participate; and that maybe this time tenants might be interested in it.

Board Member Vera stated that he would like more information about the training that staff are receiving through the Leadership Institute, and inquired if this training is also available for Commission Members or Governing Board Member.

Executive Director Navarro explained that the Leadership Institute is put on by the California Institute of Behavioral Health Services, which is the training branch of the California Behavioral Health Directors Association; that the training targets county behavioral health staff to promote their leadership within county organizations at the manager to deputy director and director level; she noted that they learn about all aspects of county funding, policy, advancement procedures; and that it is not open for the Commission or public members.

Chief Clinical Officer Renteria added that this institute focus at this time seems to be about less around policy development and more about the funding mechanism of county behavioral health; noting that it seems to be a different focus this time around because of the pandemic.

Discussion ensued about different leadership trainings available.

10. DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT

Chief Financial Officer Acosta expressed excitement to report, that per Governing Board direction, staff paid off Tri-City's mortgage; and that staff is finalizing the documentation, which would be the recording of the reconveyance or the transfer of title from the bank to Tri-City.

Discussion ensued regarding the housing funding and the designation of funds.

11. LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT

Chief Clinical Officer Renteria reported that our client census remains high despite the fact that we are low in staffing, noting that this month was our second highest month of intake appointments for our agency this year; that next month she will report on a deeper dive into how we are planning with our existing staffing ratio to meet the needs of what we continue to see as a steady and actual increase in referrals to services; that we provided our clinical staff supervisory training to assist our current supervisors at helping staff manage their caseload and workload, and also to develop a pathway to leadership for our staff members that are staying are working with us to develop and advance in the organization.

12. SEEYAM TEIMOORI, MEDICAL DIRECTOR REPORT

Medical Director Dr. Teimoori stated that he provided in-depth information about the services provided by Intensive Outreach and Engagement Team, the PAC team, and also supplemental crisis team; and that will be glad to answer any questions.

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

Director of MHSA & Ethnic Services Hundal announced that on November 1st at 6:00 p.m. ¡Adelante! will host a webinar in partnership with Dr. James Garcia from the University of La Verne, and one of his graduate students, to discuss the term Latinx and provide a history behind the term, the need for the term and how this term represents inclusivity and captures the rich mosaic of various communities. She then reported that during the month of September, Tri-City hosted two stakeholder meetings and the first one focused on Transitional Age Youth, noting that it was well attended; however, the attendance was low during the second stakeholder meeting and staff is trying to figure out what happened; that Facebook, LinkedIn, Instagram and Twitter numbers still continue to be impressive; and encouraged the Governing Board to help us get the word out, and invite people to upcoming stakeholder meetings to increase stakeholder and community participation.

14. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT

Chief Compliance Officer Majors-Stewart stated that this month focuses on the implementation regarding the centralized scheduling model that we are moving towards in the clinical department; that the goal is to implement phase one of this new model by the end of this calendar year; that the process structure is being built so that we can ensure that we have a positive and seamless transition for our staff and definitely for our clients; that the overall objective for making this change is to increase service accessibility for our clients and looking at different ways and innovative ways to do the work to increase our staff capacity to attend more fully to clinical matters; that Tri-City primarily used a decentralized scheduling model and explained the difference between a decentralized and centralized model, noting that research showed that switching toward a centralized scheduling model is expected to support clinical services much better moving forward.

15. KEN RIOMALES, CHIEF INFORMATION OFFICER REPORT

Chief Information Officer Riomales reported that we have wrapped up the final training for RingCentral training across the whole agency, noting that it was a very daunting task, and recognized the staff efforts, along with members of the best practices team headed by Natalie Majors for their efforts, in making this a successful implementation for Tri-City; he explained that through this whole pandemic, it has been a very big challenge getting the paradigm shifted to this whole virtual model, thus, getting to the point where we are all now fully trained and able to communicate universally through that system is a very big accomplishment. He then announced that the UniteUs project is scheduled to go live next week with our Navigators and our Access to Care Team utilizing the system for referral management; and that in the coming months will provide an update on its progress.

Vice-Chair Leano opened the meeting for public comment; and there was no public comment.

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

GOVERNING BOARD COMMENTS

Board Member Vera stated that the Governing Board had approved Tri-City's branding efforts or presence in the community, and asked that a report on where this is at and what we hope to gain from that, be provided next month.

Vice-Chair Leano expressed gratitude for Tri-City staff for doing an outstanding job in presenting at the Claremont City Council Meeting regarding the newly formed PACT program, noting that Dr. Teimoori's staff did a great job presenting the program itself, engaging with residents, and it was very informative; and expressed looking forward to the continued success of the program.

PUBLIC COMMENT

There was no public comment.

ADJOURNMENT

At 6:14 p.m., on consensus of the Governing Board its meeting of October 20, 2021 was adjourned. The next Regular Meeting of the Governing Board will be held on Wednesday, November 17, 2021 at 5:00 p.m., via teleconference pursuant to Government Code § 54953, due to the COVID-19 pandemic.



MINUTES

SPECIAL MEETING OF THE GOVERNING BOARD NOVEMBER 10, 2021 – 6:00 P.M.

The Governing Board held on Wednesday, October 20, 2021 at 6:03 p.m. a Special Meeting Via Teleconference pursuant to Government Code § 54953, which allows the continuation to hold meetings without gathering in a room in an effort to minimize the spread and mitigate the effects of COVID-19 (Corona Virus Disease of 2019).

CALL TO ORDER Chair Carder called the meeting to order at 6:03 p.m.

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

GOVERNING BOARD

PRESENT: Robin Carder, City of La Verne, Chair
Jed Leano, City of Claremont, Vice-Chair
Carolyn Cockrell, City of La Verne, Board Member
Paula Lantz, City of Pomona, Board Member (joined during closed session)
John Nolte, City of Pomona, Board Member
Ronald T. Vera, City of Claremont, Board Member
Benita DeFrank, City of Pomona, Alternate Board Member

ABSENT: Elizabeth Ontiveros-Cole, City of Pomona, Board Member

STAFF: Toni Navarro, Executive Director
Diana Acosta, Chief Financial Officer
Elizabeth Renteria, Chief Clinical Officer
Rimmi Hundal, Director of MHSA & Ethnic Services
Natalie Majors-Stewart, Chief Compliance Officer
Mica Olmos, JPA Administrator/Clerk

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

AT 6:04 p.m. the Governing Board recessed to a Closed Session Pursuant to Government Code § 54957, Public Employment, Interim/Acting Executive Director.

RECONVENE TO OPEN SESSION

At 6:57 p.m., the Governing Board returned and joined the open session.

Chair Carder reported that the Governing Board took the following actions:

1. Direct staff a) to immediately post a recruitment for the permanent position of Executive Director on the agency's website; and b) to prepare at the earliest opportunity a list of search firms for the Board to decide which one to contract for the Executive Director recruitment.
2. Chair Robin Carder and Board Member Ron Vera have been appointed to negotiate a contract for interim Executive Director services with Jesse Duff pursuant to Government Code § 21221(h); which will be on the agenda for the Regular Meeting of the Governing Board on November 17, 2021.

ADJOURNMENT

At 6:59 p.m., on consensus of the Governing Board its Special Meeting of November 10, 2021 was adjourned. The next Regular Meeting of the Governing Board will be held on Wednesday, November 17, 2021 at 5:00 p.m., via teleconference pursuant to Government Code § 54953, due to the COVID-19 pandemic.

Micaela P. Olmos, JPA Administrator/Clerk



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

DATE:

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Ken Riomales, Chief Information Officer

SUBJECT: Consideration of Resolution No. 620 Awarding an Agreement for Network Services Migration Project to Airespring, Inc. in the amount of \$76,495.68 annually, and Authorizing the Executive Director to Execute the Agreement

Summary:

Staff recommends that the Governing Board award an agreement to Airespring, Inc. in the amount of \$76,495.68 annually for the Network Services Migration Project for all Tri-City locations and authorize the Executive Director to continue contract negotiations and to execute the agreement after it is finalized.

Background:

On June 4, 2021, Tri-City Mental Health issued an RFP seeking vendor proposals to provide networking, SD-WAN, and enterprise firewall services. As a part of day to day operations, it's critical that all Tri-City locations have reliable and high quality internet access. The goal of the RFP was to partner with a vendor that could not only meet the technology needs of the Agency, but also provide competitive pricing. The relationship with our current vendor, TPX Communications was established in 2016 and 2017 depending on specific site and had not been reviewed for service or pricing since our initial sign date. Tri-City received a total of four (4) proposals. All numbers are based on primary 100MB Fiber Internet circuit, with back-up solutions ranging from 200MB broadband to 20 MB Fiber circuit. The following is a summary of the proposals received:

	Airespring	Verizon	TPX	Spectrum
Primary Internet Circuit <i>(100mbps primary)</i>	\$ 3,344.64	\$ 7,574.69	\$ 4,575.00	\$ 3,400.00
Back-up Internet Circuit <i>(20mbps back-up)</i>	\$ 800.00	\$ 7,632.33	\$ 2,710.00	Not available
SD-WAN Total <i>(200mbps site gateway, 1000mbps cloud gateway)</i>	\$ 1,050.00	\$ 1,235.00	\$ 1,173.75	Not available
Firewall Total <i>(1000mbps network firewall)</i>	\$ 1,180.00	\$ 1,360.00	\$ 3,070.69	Not available
Monthly Subtotal	\$ 6,374.64	\$ 17,802.02	\$ 11,529.44	Insufficient Bid
Annual Total	\$76,495.68	\$213,624.24	\$138,353.28	Insufficient Bid

Governing Board of Tri-City Mental Health Authority
Resolution No. 620 Awarding an Agreement for Network Services Migration Project to
Airespring, Inc. in the amount of \$76,495.68 annually, and Authorizing the Executive
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- Spectrum – Spectrum only bid on primary connectivity services and their proposal did not contain a Firewall solution. For this reason, they were eliminated from contention
- Verizon – Verizon’s proposal addresses all of our requirements. However, of the four (4) proposals, Verizon’s was the least ready to implement. Additionally, their price point was the highest of all the proposals received with the added uncertainty of unknown construction costs. During our follow-up discussion, the amount of \$50K was being mentioned. Due to the high monthly costs, the unknown construction costs, and lack of existing infrastructure, Verizon was not selected as our recommended vendor
- TPX – TPX is our current Internet vendor. Although TPX’s proposal addressed all of our requirements, the configuration and architecture were not ideal and was not as technically robust as other proposals with components reliant on local configurations versus leveraging the overall bandwidth to appropriate connectivity as needed. Additionally, through their own admission, their current support structure is currently in flux. Due to these constraints, we did not select TPX as our partner for this effort.
- Airespring – Airespring’s technical solution was on par with Verizon’s only with the infrastructure already in place to implement. They also came in with lowest price for their service. Additionally, they were the only vendor to provide an escalation matrix in their proposal. For this reason, Airespring was selected as the vendor of choice.

The following is the subjective scoring matrix for each proposal:

Vendors	Primary	Back-Up	SD-WAN	Firewall	Quality of Response (1-5)	Quality of Follow-up Meeting (1-5)	Potential Partner Score (1-5)
Spectrum	Yes	No	Yes	No	3	n/a	n/a
Verizon	Yes	Yes	Yes	Yes	4	4	3
TPX	Yes	Yes	Yes	Yes	4	1	3
Airespring	Yes	Yes	Yes	Yes	4	4	4

Based on the proposals received, the interactions with the respective vendors, as well as price, our recommendation is to award the contract to Airespring, Inc. for the following reasons:

- Best price point
- Robust and technically sound solution
- Positive follow-up presentation explaining technical solution
- Positive customer reference feedback

Governing Board of Tri-City Mental Health Authority
Resolution No. 620 Awarding an Agreement for Network Services Migration Project to Airespring, Inc. in the amount of \$76,495.68 annually, and Authorizing the Executive Director to Execute the Agreement
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Airespring's proposal would allow Tri-City to add additional bandwidth for our sites (up to 5x more for some locations), while cutting our current Internet spend, as well as streamline our I.T. network management process. For context, our current 12-month spend for Internet services is approximately \$132K per year. The Airespring proposal for 12 months would be \$76,495.68, which represents a potential savings of \$56,361.25/annually.

Airespring, Inc. declined to provide a final contract for services until after its Proposal was formally approved by the Tri-City Governing Board. Therefore, this Resolution is to award the contract; and to allow the Executive Director to continue with finalizing the contract and then executing the agreement.

Fiscal Impact:

The annual cost of \$76,495.68, will be funded through a combination of MHSA and Realignment.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 620 awarding an Agreement for Network Services Migration Project to Airespring, Inc. in the amount of \$76,495.68 annually, and authorizing the Executive Director to continue contract negotiations and execute the Agreement after it is finalized.

Attachments:

Attachment 4-A: Resolution No. 620 - DRAFT

RESOLUTION NO. 620

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR NETWORK SERVICES WITH AIRESFRING, INC. IN THE ANNUAL AMOUNT OF \$76,495.68

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

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

A. Tri-City Mental Health Authority (“TCMHA” or “Authority”) desires to provide reliable and high quality internet access for all the Authority locations as part of day-to-day agency business operations.

B. A Request for Proposals (RFP) for Networking Services was issued on June 4, 2021.

C. The Proposals received were evaluated and it is recommended to award the contract in the amount of \$76,495.68 annually for Network Services Migration Project to Airespring, Inc. based on: a) best price point; b) robust and technically sound solution; c) positive follow-up presentation explaining technical solution; and d) positive customer reference feedback.

2. Action

The Governing Board awards the contract for Network Services to Airespring, Inc.; and authorizes the Executive Director to continue negotiations, enter into, and execute, an agreement with Airespring, Inc. in the annual amount of \$76,495.68.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on November 17, 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: _____



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

DATE:

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Ken Riomales, Chief Information Officer

SUBJECT: Consideration of Resolution No. 621 Authorizing Executive Director to Execute an Agreement with Kairos Partners, LLC for the Implementation of Network Services in the amount of \$12,870, effective November 17, 2021

Summary:

Staff is seeking Governing Board approval to enter into contract Kairos Partners, LLC in an amount not to exceed \$12,870 for the implementation of network services and authorize the Executive Director to execute the agreement.

Background:

On June 4, 2021, Tri-City Mental Health issued an RFP seeking vendor proposals to provide networking, SD-WAN, and enterprise firewall services. As a part of day to day operations, it's critical that all Tri-City locations have reliable and high quality internet access. The goal of the RFP was to partner with a vendor that could not only meet the technology needs of the Agency, but also provide competitive pricing. The relationship with our current vendor, TPX Communications was established in 2016 and 2017 depending on specific site and had not been reviewed for service or pricing since our initial sign date.

Pending formal execution of the vendor contract, the project will take approximately 120 days to implement. Due to staffing shortages, staff is asking to enter into a Project Management engagement to assist with the overall implementation and ensure proper configuration and deployment of the solution.

Kairos Partners, a long time consultant of Tri-City Mental Health has provided a proposal to assist with the implementation. Kairos Partners employees a team of management and technology professionals who specializes in IT consulting, Cybersecurity, and other IT services such software deployments and telecommunications related implementations. With their real world expertise in addition to their familiarity with Tri-City staff as well as several of our processes make them ideally suited to assist with the engagement.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 621 Authorizing the Executive Director to Execute an Agreement with Kairos Partners, LLC for the Implementation of Network Services in the amount of \$12,870, Effective November 17, 2021
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Fiscal Impact:

The total cost is \$12,870 will be paid from a combination of MHSA and Realignment funds.

Recommendation:

Staff hereby recommends that the Governing Board adopt Resolution No. 621 approving the agreement with Kairos Partners in the amount of \$12,870 to implement network services, and authorize the Executive Director to execute the agreement.

Attachments:

Attachment 5-A: Resolution No. 621 - DRAFT

Attachment 5-B: Agreement with Kairos Partners for Implementation of Network Services
- DRAFT

RESOLUTION NO. 621

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING AN AGREEMENT WITH KAIROS PARTNERS, LLC FOR THE IMPLEMENTATION OF NETWORK SERVICES AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT

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”), desires to approve an agreement with Kairos Partners, LLC for the implementation of network services in all the Authority’s locations.

B. The Authority affirms that Kairos Partners, LLC is an independent contractor and not an employee, agent, joint venture or partner of TCMHA. The Agreement does not create or establish the relationship of employee and employer between Contractor and Tri-City.

C. The Authority shall pay a consultant fee of \$150/hour; and shall not exceed \$12,870 for all services provided.

2. **Action**

The Authority’s Executive Director is authorized to enter into, and execute, an Agreement with Kairos Partners, LLC for the implementation of network services in all TCMHA locations, in an amount not to exceed \$12,870, effective November 17, 2021.

3. **Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on November 17, 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: _____



INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN THE

TRI-CITY MENTAL HEALTH AUTHORITY

AND

KAIROS PARTNERS. LLC

DATED

November 17, 2021

ATTACHMENT 5-B

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AGREEMENT

1. PARTIES AND DATE.

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into on the 17th day of November, 2021 (“Agreement Date”) by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711 (hereinafter “TCMHA”) and KAIROS PARTNERS, LLC, a subsidiary of UDK International, with its principal place of business at 164 Carlton, Pasadena, CA 91103 (hereinafter “Contractor”). TCMHA and Contractor are sometimes individually referred to as a “Party” and collectively as “Parties.”

2. CONTRACTOR.

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

3. SCOPE OF SERVICES.

Contractor shall provide the specified Network Implementation Services and/or materials as set forth in ‘Exhibit A.’

4. PERFORMANCE OF SERVICES.

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

5. SUBCONTRACTORS.

Neither party hereto may assign this Agreement, nor will Contractor subcontract any service requested hereunder to contractor(s) unless consented to in writing by the Executive Director of TCMHA.

6. TIME AND LOCATION OF WORK.

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

7. TERMS.

The services and/or materials furnished under this Agreement shall commence on November 17, 2021, and shall be and remain in full force and effect until amended or terminated with the completion of the networking implementation services, unless terminated in accordance with the provisions of Section 8 below.

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

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

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

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

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

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

a. TCMHA shall pay Contractor an amount not to exceed amount as stated in Contractor Proposal, incorporated herein as 'Exhibit A', within thirty (30) days following receipt of invoice and satisfactory completion/delivery of services/goods in a manner consistent with professional/industry standards for the area in which Contractor operates, as detailed in Section 3 of this Agreement. TCMHA is not responsible for paying for any work done by Contractor or any subcontractor above and beyond the not to exceed amount.

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

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

10. LICENSES.

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

11. PROPRIETARY INFORMATION.

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

12. GENERAL TERMS AND CONDITIONS.

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

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

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

ii. **Automobile Insurance:** By its signature hereunder, Contractor certifies that Contractor and its employees performing services under this Agreement have automobile insurance.

iii. **Errors And Omissions Insurance:** \$1,000,000.00 aggregate.

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

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

vi. **Certificate Of Insurance:** Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance by an insurer licensed to do business in California, satisfactory to TCMHA, and it shall name "TCMHA Mental Health Authority, its elective and appointed officers, employees, and volunteers" as additional insureds.

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

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

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

d. Security and Background Investigation. Contractor and its employees performing services under this Agreement shall undergo and pass a background investigation as a condition of beginning and continuing to perform services under this Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. If a member of Contractor's staff does not pass the background investigation, TCMHA may request that the member of Contractor's staff be immediately removed from performing services under the Agreement at any time during the term of this Agreement. Disqualification of any member of Contractor's staff pursuant to this Paragraph 12 (d) shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

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

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

g. Business Associate Agreement. To the extent necessary, TCMHA will furnish Protected Health Information (PHI) to Contractor (Business Associate) in accordance with all applicable legal requirements to allow Contractor to perform Information Technology Strategic Consulting services on TCMHA's behalf. Contractor is required to appropriately safeguard the PHI disclosed to it. In accordance with TCMHA's policies and procedures, Contractor will sign a *Business Associate Agreement*, incorporated herein as 'Exhibit B', accepting liability for any breach of ePHI or PHI.

h. Contractor Attestation. Also in accordance with TCMHA's policies and procedures, TCMHA will not enter into contracts with individuals, or entities, or owners, officers, partners, directors, or other principals of entities, who have been convicted recently of a criminal offense related to health care or who are debarred, excluded or otherwise precluded from providing goods or services under Federal health care programs, or who are debarred, suspended, ineligible, or voluntarily suspended from securing Federally funded contracts. TCMHA requires that Contractor certifies that no staff member, officer, director, partner, or principal, or sub-contractor is excluded from any Federal health care program, or federally funded contract and will sign attached *Contractor's Attestation That Neither It Nor Any Of Its Staff Members Are Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program*, incorporated herein as 'Exhibit C'.

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

13. REPRESENTATIVE AND NOTICE.

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

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

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

If to TCMHA:

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

If to Contractor:

Kairos Partners, LLC
164 Carlton Avenue
Pasadena, CA 91103
Attn: Chief Operations Officer

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

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

Exhibit A: Proposal from Contractor dated September 21, 2021

Exhibit B: Business Associate Agreement

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

15. ENTIRE AGREEMENT.

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

16. EXECUTION.

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

**TRI-CITY MENTAL HEALTH
AUTHORITY**

KAIROS PARTNERS, LLC

By: _____
Antonette Navarro, Executive Director

By: _____
Jessica Wong, Chief Operating Officer

Attest:

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

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

By: _____
Darold D. Pieper, General Counsel

EXHIBIT A

The cover features a dark blue background with a network of glowing blue nodes and lines. Several gears of various sizes are overlaid on this network, some appearing to mesh together. The text is centered in white.

Kairos Partners, LLC
Networking Implementation Proposal

PREPARED FOR:
Ken Riomales
Tri-City Mental Health
September 21, 2021



Tri-City Mental Health Networking Implementation Proposal

EXECUTIVE SUMMARY

Tri-City Mental Health (TCMH) has created this project to facilitate installation of new cloud-based firewalls, SD-WAN, and internet circuits (both primary and backup) at all its sites. Currently, there are different vendors providing networking services and security at different TCMH locations, and TCMH has decided to streamline their technology process by using one vendor, Airespring Inc, for all these services.

The transition to Airespring Inc networking and security services is a process that will involve multiple steps and coordination of installation at each TCMH location. Because internet, firewalls, and SD-WAN are all required for daily operation of each site, having a Kairos Partners, LLC will provide a Project Manager to oversee the process, prevent timing errors and ensure a smooth transition. They will also work to minimize contract overlap and help manage the impact for employees on the ground.

PROJECT DESCRIPTION

Finalize contract with Airespring Inc. and after legal review, get signatures from both Airespring and TCMH. Once the contract is signed, determine configuration settings for SD-WAN, security policies for cloud-based Firewall, and VPN preferences by creating proposals for each and getting stakeholder approval. When consensus is reached, configure then install the SD-WAN, Firewall, and VPN for each of the five sites while also managing end user experience of the transition. For the primary and backup internet circuits, coordinate site surveys and then installation of at each site. After physical installation is complete, turn up each circuit while communicating to employees what they should expect with the new networks.

PROJECT TIMELINE

The Project Timeline is presented below. As requirements are more clearly defined this schedule may be modified. Any changes will be communicated by the project manager.

Timeline	
Project Start	Number of Days
1.0 Finalize Airespring Inc. Contract	30 days
2.0 Determine Configuration Preferences	60 days
3.0 Internet Circuit Site Surveys	60 days
4.0 Installation of SD-WAN, Firewall & VPN	90 days
5.0 Installation of Primary & Backup Circuits	120 days
Project Complete	120 days



Tri-City Mental Health Networking Implementation Proposal

PROJECT COSTS

The following table contains the different hourly rates for roles that Kairos Partners, LLC employees provide.

Hourly Rates Table	
Consultant	\$150/hr
Senior Engineer	\$180/hr
Project Manager	\$120/hr
Junior Engineer	\$90/hr
Administrator	\$60/hr
After Hours: Consultant	\$225/hr
After Hours: Senior Engineer	\$270/hr
After Hours: Project Manager	\$180/hr
After Hours: Junior Engineer	\$135/hr
After Hours: Administrator	\$90/hr

The following table contains an estimated cost based on the personnel costs required for successful completion of the project. Please see Hourly Rates Table above for a breakdown of Personnel Costs. Any additional hours will be billed according to the Hourly Rates Table above. Kairos Partners will make every attempt to keep additional hours to a minimum.

Budget Table	
Project Component	Cost
1.0 Finalize Airespring Inc. Contract	
-Consultant: 7 hours	\$1,050
-Project Manager: 5 hours	\$600
-Administrator: 1 hour	\$60
2.0 Determine Configuration Preferences	
-Consultant: 6 hours	\$900
-Project Manager: 10 hours	\$1,200
-Administrator: 4 hours	\$240
3.0 Internet Circuit Site Surveys	
-Project Manager: 20 hours	\$2,400
4.0 Installation of SD-WAN, Firewall & VPN	
-Project Manager: 15 hours	\$1,800
-Administrator: 10 hours	\$600
5.0 Installation of Primary & Backup Circuits	
-Project Manager: 31 hours	\$3,720
-Administrator: 5 hours	\$300
Total	\$12,870



Tri-City Mental Health Networking Implementation Proposal

TERMS

Kairos Partners will provide Tri-City Mental Health ("Client") with the Networking Implementation services as defined in the Project Description above.

If upon implementing of the project, the expected project scope appears to need to increase by more than 10%, the Project Manager will submit a project summary with a new proposed fee schedule for approval. All attempts at keeping time and expenses minimal will be made.

Any amount due to Kairos Partners under this Agreement shall be payable in full upon receipt of an invoice therefore, without withholding, deduction or offset of any amounts for any purpose. Any amount not paid within 30 days of the date of each invoice shall be subject to an interest charge equal to the lesser of 5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Client in good faith within 14 days of the receipt of an invoice therefore will be deemed approved and accepted by Client. For all other terms, refer to the Master Services Agreement.

PROPOSAL AGREEMENT

Signatures below signify agreement and acceptance of the Tri-City Mental Health Networking Implementation Proposal terms.

Tri-City Mental Health

Kairos Partners, LLC

Printed Name

Printed Name

Signature

Signature

Title

Title

Date

Date



EXHIBIT B



BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (“BAA”) is made as of this 17th day of November, 2021 (the “**Effective Date**”) by and between TRI-CITY MENTAL HEALTH AUTHORITY, a Covered Entity (“**Covered Entity**” or “**CE**”) and Kairos Partners, LLC, a subsidiary of UDK International, (“**Business Associate**” or “**BA**”) (each a “**party**” and, collectively, the “**parties**”).

RECITALS

A. CE is a “covered entity” under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“**HIPAA**”) and, as such, must enter into so-called “business associate” contracts with certain contractors that may have access to certain consumer medical information.

B. Pursuant to the terms of one or more agreements between the parties, whether oral or in writing, (collectively, the “**Agreement**”), BA shall provide certain services to CE. To facilitate BA’s provision of such services, CE wishes to disclose certain information to BA, some of which may constitute Protected Health Information (“**PHI**”) (defined below).

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“**HITECH Act**”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“**HIPAA Regulations**”) and other applicable laws, including without limitation state patient privacy laws (including the Lanterman-Petris-Short Act), as such laws may be amended from time to time. This BAA shall be governed by and construed in accordance with the laws of the State of California.

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI (defined below), as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“**C.F.R.**”) and contained in this BAA.

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, CE and BA agree as follows:

AGREEMENT

I. Definitions.

A. **Breach** shall have the meaning given to such term under 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

B. Business Associate shall have the meaning given to such term under 42 U.S.C. § 17921 and 45 C.F.R. § 160.103.

C. Consumer is an individual who is requesting or receiving mental health services and/or has received services in the past. Any consumer certified as eligible under the Medi-Cal program according to Title 22, Section 51001 is also known as a beneficiary.

D. Covered Entity shall have the meaning given to such term under 45 C.F.R. § 160.103.

E. Data Aggregation shall have the meaning given to such term under 45 C.F.R. § 164.501.

F. Designated Record Set shall have the meaning given to such term 45 C.F.R. § 164.501.

G. Electronic Protected Health Information or EPHI means Protected Health Information that is maintained in or transmitted by electronic media.

H. Electronic Health Record shall have the meaning given to such term under 42 U.S.C. § 17921(5).

I. Health Care Operations shall have the meaning given to such term under 45 C.F.R. § 164.501.

J. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

K. Protected Health Information or PHI means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under 45 C.F.R. § 160.103. Protected Health Information includes Electronic Protected Health Information.

L. Protected Information shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

M. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

N. Subcontractor shall mean a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate, pursuant to 45 C.F.R. § 160.103.

O. Unsecured PHI shall have the meaning given to such term under 42 U.S.C. § 17932(h), 45 C.F.R. § 164.402 and guidance issued pursuant to the HITECH Act including, but not limited to that issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009), by the Secretary of the U.S. Department of Health and Human Services (“Secretary”).

II. Obligations of Business Associate.

A. Permitted Access, Use or Disclosure. BA shall neither permit the unauthorized or unlawful access to, nor use or disclose, PHI other than as permitted or required by the Agreement, this BAA, or as required by law, including but not limited to the Privacy Rule. To the extent that BA carries out CE’s obligations under the Privacy Rule, BA shall comply with the requirements of the Privacy Rule that apply to CE in the performance of such obligations. Except as otherwise limited in the Agreement, this BAA, or the Privacy Rule or Security Rule, BA may access, use, or disclose PHI (i) to perform its services as specified in the Agreement; and (ii) for the proper administration of BA, provided that such access, use, or disclosure would not violate HIPAA, the HITECH Act, the HIPAA Regulations, or applicable state law if done or maintained by CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) agreement from such third party to promptly notify BA of any Breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such Breach.

B. Prohibited Uses and Disclosures. Notwithstanding any other provision in this BAA, BA shall comply with the following requirements: (i) BA shall not use or disclose Protected Information for fundraising or marketing purposes, except as provided under the Agreement and consistent with the requirements of the HITECH Act, the HIPAA Regulations, and applicable state law, including but not limited to 42 U.S.C. § 17936, 45 C.F.R. § 164.508, and 45 C.F.R. § 164.514(f); (ii) BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, 42 U.S.C. § 17935(a); 45 C.F.R. § 164.522(a); (iii) BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2); 45 C.F.R. § 164.502(a)(5); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

C. Appropriate Safeguards. BA shall comply, where applicable, with the HIPAA Security Rule, including but not limited to 45 C.F.R. §§ 164.308, 164.310, and 164.312 and the policies and procedures and documentation requirements set forth in 45 C.F.R. § 164.316, and shall implement appropriate safeguards designed to prevent the access, use or disclosure of Protected Information other than as permitted by the Agreement or this BAA. BA shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI.

D. Reporting of Improper Access, Use, or Disclosure.

1. Generally. BA shall provide an initial telephone report to CE's Compliance Contact within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized access, use, or disclosure of PHI of which BA becomes aware and/or any actual or suspected access, use, or disclosure of data in violation of the Agreement, this BAA, or any applicable federal or state laws or regulations, including, for the avoidance of doubt, any Security Incident (as defined in 45 C.F.R. § 164.304). BA shall take (i) prompt corrective action to cure any deficiencies in its policies and procedures that may have led to the incident, and (ii) any action pertaining to such unauthorized access, use, or disclosure required of BA by applicable federal and state laws and regulations.

2. Breaches of Unsecured PHI. Without limiting the generality of the reporting requirements set forth in Section D(1), BA shall report to CE any use or disclosure of the information not permitted by this BAA, including any Breach of Unsecured PHI pursuant to 45 C.F.R. § 164.410. Following the discovery of any Breach of Unsecured PHI, BA shall notify CE in writing of such Breach without unreasonable delay and in no case later than three (3) days after discovery. The notice shall include the following information if known (or can be reasonably obtained) by BA: (i) contact information for the individuals who were or who may have been impacted by the Breach (*e.g.*, first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the Breach, including the date of the Breach and date of discovery (as defined in 42 U.S.C. § 17932(c)); (iii) a description of the types of Unsecured PHI involved in the Breach (*e.g.*, names, social security numbers, date of birth, addresses, account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the BA has done or is doing to investigate the Breach and to mitigate harm to the individuals impacted by the Breach; (v) any other available information that CE is required to include in notification to the individual under 45 C.F.R. § 164.404.

3. Mitigation. BA shall establish and maintain safeguards to mitigate, to the extent practicable, any deleterious effects known to BA of any unauthorized or unlawful access or use or disclosure of PHI not authorized by the Agreement, this BAA, or applicable federal or state laws or regulations; provided, however, that such mitigation efforts by BA shall not require BA to bear the costs of notifying individuals impacted by such unauthorized or unlawful access, use, or disclosure of PHI, unless (i) otherwise agreed in writing by the parties, (2) BA bears responsibility for the unauthorized or unlawful access or use or disclosure of PHI, or (3) required by applicable federal or state laws or regulations; provided, further, however, that BA shall remain fully responsible for all aspects of its reporting duties to CE under Section D(1) and Section D(2).

E. Business Associate's Subcontractors and Agents. BA shall ensure that any agents or Subcontractors to whom it provides Protected Information agree to the same restrictions and conditions that apply to BA with respect to such PHI. To the extent that BA creates, maintains, receives or transmits EPHI on behalf of the CE, BA shall ensure that any of BA's agents or Subcontractors to whom it provides Protected Information agree to implement the safeguards required by Section C above with respect to such EPHI.

F. Access to Protected Information. To the extent BA maintains a Designated Record Set on behalf of the CE, BA shall make Protected Information maintained by BA or its agents or Subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. § 17935(e).

G. Amendment of PHI. To the extent BA maintains a Designated Record Set on behalf of CE, within ten (10) days of receipt of a request from the CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or Subcontractors shall make PHI available to CE so that CE may make any amendments that CE directs or agrees to in accordance with the Privacy Rule.

H. Accounting Rights. Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or Subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and its obligations under the HITECH Act, including but not limited to 42 U.S.C. § 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or Subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include, to the extent known to BA: (i) the date of the disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. The accounting must be provided without cost to the individual or the requesting party if it is the first accounting requested by such individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, BA may charge the individual or party requesting the accounting a reasonable cost-based fee in responding to the request, to the extent permitted by applicable law, so long as BA informs the individual or requesting party in advance of the fee and the individual or requesting party is afforded an opportunity to withdraw or modify the request. BA shall notify CE within five (5) business days of receipt of any request by an individual or other requesting party for an accounting of disclosures. The provisions of this Section H shall survive the termination of this BAA.

I. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary for purposes of determining BA's compliance with the Privacy Rule. BA shall immediately notify CE of any requests made by the Secretary and provide CE with copies of any documents produced in response to such request.

J. Minimum Necessary. BA (and its agents or Subcontractors) shall request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Because the definition of “minimum necessary” is in flux, BA shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.” Notwithstanding the foregoing, BA must limit its (and its agents or Subcontractors) uses and disclosures of Protected Information to be consistent with CE’s minimum necessary policies and procedures as furnished to BA.

K. Permissible Requests by Covered Entity. CE shall not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA or the HITECH Act if done by CE or BA. CE shall not direct BA to act in a manner that would not be compliant with the Security Rule, the Privacy Rule, or the HITECH Act.

L. Breach Pattern or Practice. If CE knows of a pattern of activity or practice of the BA that constitutes a material breach or violation of BA’s obligations under this BAA or other arrangement, CE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, CE must terminate the applicable Agreement to which the breach and/or violation relates if feasible. If BA knows of a pattern of activity or practice of an agent or Subcontractor that constitutes a material breach or violation of the agent or Subcontractor’s obligations under its BAA or other arrangement with BA, BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BA must terminate the applicable agreement to which the breach and/or violation relates if feasible.

III. Indemnification; Limitation of Liability. To the extent permitted by law, BA shall indemnify, defend and hold harmless CE from any and all liability, claim, lawsuit, injury, loss, expense or damage resulting from or relating to the acts or omissions of BA or its agents, Subcontractors or employees in connection with the representations, duties and obligations of BA under this Agreement. Any limitation of liability contained in the applicable Agreement shall not apply to the indemnification requirement of this provision. This provision shall survive the termination of this BAA.

IV. Business Associate’s Insurance. BA shall obtain insurance for itself and all its employees, agents and independent contractors in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate of Commercial General Liability insurance and Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate of Errors and Omissions insurance. The Errors and Omissions insurance shall cover, among other things, Breaches. If the general liability or the errors and omissions insurance do not cover, among other things, Breaches, Business Associate should also carry Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate of Cyber/Privacy insurance that covers, among other things, Breaches. BA shall provide CE with certificates of insurance or other written evidence of the insurance policy or policies required herein prior to execution of this BAA (or as shortly thereafter as is practicable) and as of each annual renewal of such insurance policies during the period of such coverage. Further, in the event of any modification, termination, expiration, non-renewal or cancellation of any of such insurance policies, BA shall give written notice thereof to CE not more than ten (10) days following BA’s receipt of such notification. If BA fails to procure, maintain or pay for the insurance required under this section, CE shall have

the right, but not the obligation, to obtain such insurance. In such event, BA shall promptly reimburse CE for the cost thereof upon written request, and failure to repay the same upon demand by CE shall constitute a material breach of this BAA.

V. Term and Termination.

A. Term. The term of this BAA shall be effective as of the Effective Date and shall terminate when all of the PHI provided by CE to BA, or created or received by BA on behalf of CE, is destroyed or returned to CE.

B. Termination.

1. Material Breach by BA. Upon any material breach of this BAA by BA, CE shall provide BA with written notice of such breach and such breach shall be cured by BA within thirty (30) business days of such notice. If such breach is not cured within such time period, CE may immediately terminate this BAA and the applicable Agreement.

2. Effect of Termination. Upon termination of any of the agreements comprising the Agreement for any reason, BA shall, if feasible, return or destroy all PHI relating to such agreements that BA or its agents or Subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, BA shall continue to extend the protections of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

VI. Assistance in Litigation. BA shall make itself and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreements or this BAA available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its shareholders, directors, officers, agents or employees based upon a claim of violation of HIPAA, the HITECH Act, or other laws related to security and privacy, except where BA or its subcontractor, employee or agent is named as an adverse party.

VII. Compliance with State Law. Nothing in this BAA shall be construed to require BA to use or disclose Protected Information without a written authorization from an individual who is a subject of the Protected Information, or without written authorization from any other person, where such authorization would be required under state law for such use or disclosure.

VIII. Compliance with 42 C.F.R. Part 2. CE is also subject to the Confidentiality of Alcohol and Drug Abuse Patient Records regulations, 42 C.F.R. Part 2, which requires certain programs to enter into contracts with qualified service organizations (as defined in 42 C.F.R. § 2.11) that may have access to certain patient medical information. BA acknowledges that in receiving, storing, processing, or otherwise dealing with any Records (as defined in 42 C.F.R. Part 2) from CE, BA is fully bound by 42 C.F.R. Part 2. BA agrees to resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 C.F.R. Part 2. To the extent any provisions of 42 C.F.R. Part 2 restricting disclosure of Records are more protective of privacy rights than the provisions of this BAA, HIPAA, the HITECH Act, or other applicable laws, 42 C.F.R. Part 2 controls.

IX. Amendment to Comply with Law. Because state and federal laws relating to data security and privacy are rapidly evolving, amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. BA and CE shall take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. BA shall provide to CE satisfactory written assurance that BA will adequately safeguard all PHI. Upon the request of either party, the other party shall promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the applicable Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its reasonable discretion, deems sufficient to satisfy the standards and requirements of applicable laws, within thirty (30) days following receipt of a written request for such amendment from CE.

X. No Third-Party Beneficiaries. Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

XI. Notices. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed as follows:

If to CE:

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

If to BA:

Kairos Partners, LLC
164 Carlton Avenue
Pasadena, CA 91103
Attn: Chief Operations Officer

With a copy to:

Hooper, Lundy & Bookman, P.C.
1875 Century Park East, Suite 1600
Los Angeles, CA 90067
Attn: Linda Kollar, Esq.
Fax: 310-551-8181

or to such other persons or places as either party may from time to time designate by written notice to the other.

XII. Interpretation. The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. Any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

XIII. Entire Agreement of the Parties. This BAA supersedes any and all prior and contemporaneous business associate agreements or addenda between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Each party to this BAA acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

XIV. Regulatory References. A reference in this BAA to a section of regulations means the section as in effect or as amended, and for which compliance is required.

XV. Counterparts. This BAA may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this BAA as of the BAA Effective Date.

AGREED AND ACCEPTED:

TRI-CITY MENTAL HEALTH
AUTHORITY

Name of Covered Entity

Authorized Signature

Antonette Navarro

Print Name

Executive Director

Print Title

Date

Name of Business Associate

Authorized Signature

Jessica Wong

Print Name

Chief Operations Officer

Print Title

Date

EXHIBIT C



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

KAIROS PARTNERS, LLC

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

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

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

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

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

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

Date	Jessica Wong, Chief Operations Officer	Contractor or Vendor’s Signature
------	--	----------------------------------

Date	Antonette Navarro, Executive Director	TCMHA Executive Official’s Signature
------	---------------------------------------	--------------------------------------

DISTRIBUTION:

ORIGINAL
COPIES: HR Representative
Contractor
Finance



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

DATE: November 17, 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. 622 Approving an Amendment to the MHSA Annual Update FY 2021-22 Authorizing the Transfer of Funds from Community Services and Supports Plan in the Amount of \$400,000 to the Capital Facilities and Technology Needs and the Amount of \$900,000 to the Workforce Education & Training Plan

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

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. This plan was presented to the Mental Health Commission for approval and recommendation to the Governing Board on Tuesday, October 12th.

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.

Tri-City Mental Health Authority

Consideration of Resolution No. 622 Approving an Amendment to the MHSA Annual Update FY 2021-22 Authorizing the Transfer of Funds from Community Services and Supports Plan in the Amount of \$400,000 to the Capital Facilities and Technology Needs and the Amount of \$900,000 to the Workforce Education & Training Plan

November 17, 2021

Page 2

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.

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. 622 approving the Amendment to MHSA Annual Update FY 2021-22, authorizing the transfer of funds from Community Services and Supports Plan (CSS) in the in the amount of \$400,000 to Capital Facilities and Technological Needs Plan, and \$900,000 to Workforce Education and Training Plan.

Attachments

Attachment 6-A: Resolution No. 622 - DRAFT

Attachment 6-B: Amendment to MHSA Annual Update FY 2021-22 - DRAFT

RESOLUTION NO. 622

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 FROM COMMUNITY SERVICES AND SUPPORTS PLAN IN THE AMOUNT OF \$400,000 TO THE CAPITAL FACILITIES AND TECHNOLOGY NEEDS PLAN AND \$900,000 TO THE WORKFORCE EDUCATION & TRAINING PLAN

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 November 17, 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.

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: November 17, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

SUBJECT: Consideration of Resolution No. 623 to Authorize an Agreement for Temporary, Limited Term Management Services with Jesse H. Duff

Summary:

Staff recommends that the Governing Board authorize an agreement for Jesse H. Duff to provide temporary, limited term management services in the role of Interim Executive Director following the resignation of Executive Director Antonette (Toni) Navarro on December 10, 2021.

Background:

On October 29, 2021 Tri-City's current Executive Director informed the Governing Board that she accepted a position as the Director of Behavioral Wellness for Santa Barbara County and was resigning her position effective December 10, 2021. In order to maintain continuity of operations and provide the remainder of the Tri-City Executive Team with support to continue in their regular duties and special assignments/projects, the Governing Board will appoint an Interim Executive Director and immediately begin a national recruitment for Tri-City's next permanent Executive Director.

Jesse H. Duff was the Executive Director at Tri-City from 2007-2014. His experience with the Agency makes him particularly best suited to fill the Interim role.

Fiscal Impact:

A combination of MHSA and Realignment funds in the approximate amount of \$84,000.

Recommendation:

Tri-City staff recommends that the Governing Board approve Resolution No. 623 authorizing an agreement for Jesse H. Duff to provide temporary, limited term management services in the role of Interim Executive Director for Tri-City Mental Health Authority.

Attachments:

Attachment 7-A: Resolution No. 623 – DRAFT
Attachment 7-B: Agreement with Jesse H. Duff -DRAFT

RESOLUTION NO. 623

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING AN AGREEMENT FOR TEMPORARY, LIMITED TERM MANAGEMENT SERVICES WITH JESSE H. DUFF

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. Executive Director Antonette (“Toni”) Navarro is resigning as of December 7, 2021.

B. The Executive Director is a critically needed position for the TCMHA. Although the TCMHA has initiated a search for a permanent replacement for its Executive Director position, the TCMHA will be unable to complete this process by December 7, 2021, when the position will become vacant;

C. Jesse H. Duff has specialized skills necessary to perform the role of Interim Executive Director;

D. The TCMHA established top level maximum salary for the Executive Director position is at the rate of one hundred seventy-three dollars and nine cents (\$173.09) per hour.

2. **Action**

A. The Governing Board hereby approves a contract with Jesse H. Duff for temporary, limited term management services at the rate of One Hundred Seventy-Three Dollars (\$173.00) per hour effective November 17, 2021.

B. The Governing Board hereby appoints Jesse H. Duff as Interim-Executive Director effective December 8, 2021, to serve in that position while the permanent executive director position is vacant during recruitment for a permanent replacement.

C. Jesse H. Duff’s appointment as interim-Executive Director shall terminate upon the appointment and start of a permanent Executive Director or on September 30, 2022, whichever shall first occur.

D. Jesse H. Duff’s appointment as interim-Executive shall not exceed more than 960 hours for all CalPERS employers in a fiscal year.

E. The TCMHA shall not provide Mr. Duff with any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate.

F. Although Mr. Duff has previously once served as Interim Executive Director, the “only once” service limitation of Government Code section 21221(h) has been suspended by Executive Order N-84-20 as confirmed by CalPERS Circular Letter 200-056-21.

ATTACHMENT 7-A

G. Jesse H. Duff shall acquire no service credit or retirement rights with respect to this employment;

H. Jesse H. Duff has certified in writing that: (1) his post-retirement employment for all CalPERS agencies, including the TCMHA, will not exceed 960 hours in a fiscal year; (2) he was not provided and will not accept a retirement incentive upon his retirement; and (3) he has not applied for unemployment insurance compensation and does not expect to receive any unemployment compensation during the twelve-month period prior to his post-retirement employment as Interim-Executive Director.

3. Adoption. PASSED AND ADOPTED at a regular meeting of the Governing Board held on November 17, 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: _____



Contract For

**TEMPORARY, LIMITED TERM
MANAGEMENT SERVICES**

with

JESSE H. DUFF

dated

November 17, 2021

ATTACHMENT 7-B

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**Contract For
TEMPORARY, LIMITED TERM
MANAGEMENT SERVICES
with
JESSE H. DUFF**

1. Parties and Date

This Contract (hereinafter “Contract” or “Agreement”) is made and entered into as of November 17, 2021, by and between **TRI-CITY MENTAL HEALTH AUTHORITY**, a joint powers agency organized under the laws of the State of California with its principal place of business at 1717 North Indian Hill Boulevard, Suite B, Claremont, CA 91711-2788 (hereinafter “Tri-City Mental Health Authority” or “Tri-City”) and **JESSE H. DUFF**, with his principal place of business at 2990 Falconberg Drive, La Verne, CA 91750 (hereinafter “Consultant” or “Mr. Duff”). Tri-City Mental Health Authority and Consultant are sometimes individually referred to as a “Party” and collectively as “Parties.”

2. Recitals

2.1 Tri-City Mental Health Authority is a public agency formed pursuant to a Joint Powers Agreement.

2.2 The current Tri-City Executive Director, Antonette Navarro, is resigning as of December 7, 2021.

2.3 As a result of Ms. Navarro’s resignation, Tri-City requires the services of an interim Executive Director while it recruits a qualified appointee to fill that position permanently.

2.4 Tri-City has previously employed Mr. Duff as its Executive Director, and he is familiar with the organizational needs and management requirements of Tri-City.

2.5 The position of Executive Director requires specialized skills and knowledge to properly manage a public agency and comply with the qualification requirements of Health & Safety Code § 5607, and Mr. Duff meets those requirements.

2.6 Tri-City desires to engage Mr. Duff to provide temporary, limited term management services between November 17, 2021, and December 7, 2021, and to thereafter to provide those services as the Interim Executive Director of Tri-City while it recruits for a permanent Executive Director.

2.7 Mr. Duff is willing to provide management services and serve as the Interim Executive Director of Tri-City under the terms and conditions of this contract effective November 17, 2021, and subject to the applicable provisions of Government Code § 21221.

2.8 In consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this Agreement.

3. Scope of Services and Term

3.1 General Scope of Services

The scope of the Services shall be described in Exhibit A, and may be modified by Tri-City from time-to-time as the Parties may mutually agree.

3.2 Term

The term of this Agreement shall be from November 17, 2021, until completion of the Services or September 30, 2022, whichever shall first occur, unless earlier terminated as provided in Section 1.16 below.

4. Fees and Payments

4.1 Compensation

Consultant shall be compensated as set forth in Exhibit A to this Agreement, but Consultant's services shall not exceed 960 hour per fiscal year.

4.2 Payment of Compensation

Consultant shall submit to Tri-City bi-weekly invoices which indicate work completed and hours of Services rendered by Consultant. Neither payment of amounts due by Tri-City nor acceptance of any such payment by Consultant shall constitute a waiver of any claim for errors or omission in invoices or payments.

5. Representatives and Notice

5.1 Tri-City's Representative

Tri-City hereby designates its Chair or the Chair's designee, to act as its representative for the performance of this Agreement ("Tri-City's Representative"). Tri-City's Representative shall have the power to act on behalf of Tri-City for all purposes under this Contract.

5.2 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:

Consultant: Jesse H. Duff
2990 Falcolnberg Drive
La Verne, California 91750
(909) 596-9828 Ph.

Tri-City: Robin Carder, Chair
Tri-City Mental Health Authority
1717 North Indian Hill Boulevard, Suite B
Claremont, CA 91711-2788
(909) 623-6131 Ph.

Any notices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand (including overnight courier service) during receiving Party's regular business hours or by facsimile before or during receiving Party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this Section 5.2. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

6. Termination

6.1 Termination of Agreement

6.1.1 Grounds for Termination

Either Party may terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least 10 calendar days before the effective date of such termination. Upon termination, Consultant shall be compensated as provided in Exhibit A for services rendered to the date of termination. Consultant shall be entitled to no further compensation.

6.1.2 Effect of Termination

If this Agreement is terminated as provided herein, Tri-City may require Consultant to provide all finished or unfinished materials, documents and data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within 15 days of the request.

7. Responsibilities of Consultant

7.1 Availability of Services

Consultant agrees to work closely with the Tri-City Governing Board in the performance of Services and shall be available to Tri-City's Governing Board members at all reasonable times.

7.2 Licenses

Consultant represents he has and will maintain throughout the term of this Agreement, all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

8. Indemnification

8.1 By Tri-City

Tri-City shall defend, hold harmless and indemnify Consultant against any tort, professional liability, claim, or demand, or other legal action arising out an alleged act or omission occurring in the performance of Consultant's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Consultant, to any actions outside the course and scope of the services provided by Consultant under this Agreement, or to any other intentional or malicious or gross negligence of Consultant.

8.2 By Consultant

Consultant shall defend, hold harmless and indemnify Tri-City against any claim, demand, penalty or other legal action arising out an alleged act or omission occurring in the performance of Consultant's services under this Agreement and which is related to social security taxes, income tax withholding, unemployment insurance, disability insurance, Public Employee Retirement System contributions or benefits, or workers' compensation insurance.

9. General Provisions

9.1 Ownership of Work and Confidentiality

9.1.1 Ownership of Work

9.1.1.1 Ownership of Work Product

All computer code, reports, documents, graphics, images, and other materials prepared in the performance of the Services under this Agreement are works for hire and are the property of Tri-City. Consultant shall convey and transfer all copyrightable interests in such works for hire to Tri-City. Consultant shall, upon request by Tri-City, deliver to Tri-City full and complete copies of all documents, computer code, graphics, images, and other materials prepared in the performance of the Services, in electronic format or hard copy as appropriate to the materials in question. This covenant shall survive the termination of this Agreement.

9.1.2 Confidentiality

All client information, communications, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Consultant shall not, without the prior written consent of Tri-City, use such materials for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services. Consultant shall also be bound by all the requirements of HIPAA.

9.2 Conflicts of Interest

9.2.1 Compensation for Contract

Consultant represents and warrants that it has neither paid, agreed to pay, nor will pay any sums or any other consideration to any director, officer, employee, agent or other representative of Tri-City in connection with this Agreement or any Services hereunder, nor has any such payment or agreement for payment been requested or solicited by any such director, officer, employee, agent or representative.

9.2.2 Other Agreements

Consultant warrants that Consultant is not a party to any other existing agreement which would prevent Consultant from entering into this Agreement or which would adversely affect Consultant's ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement. During the term of this Agreement, Consultant shall not, without Tri-City's prior written consent, perform services for any person, firm, corporation, or public agency other than Tri-City that could lead to a conflict with Consultant's obligations under this Agreement.

9.3 Governing Law

California law shall govern this Agreement; venue shall be in Los Angeles County.

9.4 Amendment; Modification

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

9.5 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. In no event shall the making by Tri-City of any payment to Consultant constitute or be construed as a waiver by Tri-City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by Tri-City shall in no way impair or prejudice any right or remedy available to Tri-City with regard to such breach or default.

9.6 No Third Party Beneficiaries

There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

9.7 Counterparts

This Agreement may be signed in counterparts, each of which shall constitute an original.

9.8 Exhibits; Precedence

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement.

9.9 Entire Agreement

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

[Continued on page 6.]

10. Execution

IN WITNESS WHEREOF, the Parties have executed this Agreement as of November 17, 2021.

TRI-CITY MENTAL HEALTH AUTHORITY

JESSE H. DUFF

By: _____
Robin Carder, Chair, Governing Board

By: _____
Jesse H. Duff

Attest:

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

Approved as to Form:

DAROLD D. PIEPER, ATTORNEY AT LAW

By: _____
Darold Pieper, General Counsel

EXHIBIT A

1. Scope of Services

Consultant agrees to provide temporary, limited-term management services as Interim Executive Director for Tri-City, and continuing until further mutual agreement between Consultant and Tri-City, or termination of this Agreement. Consultant will be responsible for the oversight of all aspects of the agency operations and will help organize and assist the Tri-City Governing Board with its recruitment of a permanent Executive Director. Consultant will provide on-site consulting services. Consultant is an exempt employee but shall engage in those hours of work that are necessary to fulfill the obligations of Consultant's position. Consultant does not have set hours of work as Duff is expected to be available at all times. When not on-site, Consultant will be available by telephone 24-hours a day. Attendance at necessary meetings with local, county and state stakeholders are considered "onsite" for the purposes of this Agreement. Consultant's services will be complete upon the appointment of a permanent Executive Director by the Governing Board.

2. Compensation

Tri-City agrees to pay Consultant One Hundred Seventy Three Dollars (\$173.00) per hour, payable bi-weekly with Tri-City's regular payroll. Consultant's payments will be processed through the Tri-City payroll program with deductions for income and other payroll taxes as required by law to be withheld. Consultant shall not receive any regular employee health benefits from Tri-City but will participate in Tri-City's Money Purchase Plan established for part-time employees to fulfill retirement contributions as normally required under the Social Security Act.

Tri-City will also reimburse Consultant for necessary expenses incurred on behalf of Tri-City including necessary meals, transportation (other than commuting to Tri-City's offices), and parking, and expenses incurred in connection with out-of-area travel that has been pre-approved by Tri-City's Representative. Receipts for these expenses will be included in Consultant's bi-weekly invoice.

EXHIBIT B



BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (“**BAA**”) is made as of this 17th day of November, 2021 (the “**Effective Date**”) by and between TRI-CITY MENTAL HEALTH AUTHORITY, a Covered Entity (“**Covered Entity**” or “**CE**”) and JESSE H. DUFF, an individual, (“**Business Associate**” or “**BA**”) (each a “**party**” and, collectively, the “**parties**”).

RECITALS

A. CE is a “covered entity” under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“**HIPAA**”) and, as such, must enter into so-called “business associate” contracts with certain contractors that may have access to certain consumer medical information.

B. Pursuant to the terms of one or more agreements between the parties, whether oral or in writing, (collectively, the “**Agreement**”), BA shall provide certain services to CE. To facilitate BA’s provision of such services, CE wishes to disclose certain information to BA, some of which may constitute Protected Health Information (“**PHI**”) (defined below).

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“**HITECH Act**”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“**HIPAA Regulations**”) and other applicable laws, including without limitation state patient privacy laws (including the Lanterman-Petris-Short Act), as such laws may be amended from time to time. This BAA shall be governed by and construed in accordance with the laws of the State of California.

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI (defined below), as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“**C.F.R.**”) and contained in this BAA.

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, CE and BA agree as follows:

AGREEMENT

I. Definitions.

A. Breach shall have the meaning given to such term under 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

B. Business Associate shall have the meaning given to such term under 42 U.S.C. § 17921 and 45 C.F.R. § 160.103.

C. Consumer is an individual who is requesting or receiving mental health services and/or has received services in the past. Any consumer certified as eligible under the Medi-Cal program according to Title 22, Section 51001 is also known as a beneficiary.

D. Covered Entity shall have the meaning given to such term under 45 C.F.R. § 160.103.

E. Data Aggregation shall have the meaning given to such term under 45 C.F.R. § 164.501.

F. Designated Record Set shall have the meaning given to such term 45 C.F.R. § 164.501.

G. Electronic Protected Health Information or EPHI means Protected Health Information that is maintained in or transmitted by electronic media.

H. Electronic Health Record shall have the meaning given to such term under 42 U.S.C. § 17921(5).

I. Health Care Operations shall have the meaning given to such term under 45 C.F.R. § 164.501.

J. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

K. Protected Health Information or PHI means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under 45 C.F.R. § 160.103. Protected Health Information includes Electronic Protected Health Information.

L. Protected Information shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

M. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

N. Subcontractor shall mean a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate, pursuant to 45 C.F.R. § 160.103.

O. Unsecured PHI shall have the meaning given to such term under 42 U.S.C. § 17932(h), 45 C.F.R. § 164.402 and guidance issued pursuant to the HITECH Act including, but not limited to that issued on April 17, 2009 and published in 74 Federal Register 19006

(April 27, 2009), by the Secretary of the U.S. Department of Health and Human Services (“Secretary”).

II. Obligations of Business Associate.

A. Permitted Access, Use or Disclosure. BA shall neither permit the unauthorized or unlawful access to, nor use or disclose, PHI other than as permitted or required by the Agreement, this BAA, or as required by law, including but not limited to the Privacy Rule. To the extent that BA carries out CE’s obligations under the Privacy Rule, BA shall comply with the requirements of the Privacy Rule that apply to CE in the performance of such obligations. Except as otherwise limited in the Agreement, this BAA, or the Privacy Rule or Security Rule, BA may access, use, or disclose PHI (i) to perform its services as specified in the Agreement; and (ii) for the proper administration of BA, provided that such access, use, or disclosure would not violate HIPAA, the HITECH Act, the HIPAA Regulations, or applicable state law if done or maintained by CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) agreement from such third party to promptly notify BA of any Breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such Breach.

B. Prohibited Uses and Disclosures. Notwithstanding any other provision in this BAA, BA shall comply with the following requirements: (i) BA shall not use or disclose Protected Information for fundraising or marketing purposes, except as provided under the Agreement and consistent with the requirements of the HITECH Act, the HIPAA Regulations, and applicable state law, including but not limited to 42 U.S.C. § 17936, 45 C.F.R. § 164.508, and 45 C.F.R. § 164.514(f); (ii) BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, 42 U.S.C. § 17935(a); 45 C.F.R. § 164.522(a); (iii) BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2); 45 C.F.R. § 164.502(a)(5); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

C. Appropriate Safeguards. BA shall comply, where applicable, with the HIPAA Security Rule, including but not limited to 45 C.F.R. §§ 164.308, 164.310, and 164.312 and the policies and procedures and documentation requirements set forth in 45 C.F.R. § 164.316, and shall implement appropriate safeguards designed to prevent the access, use or disclosure of Protected Information other than as permitted by the Agreement or this BAA. BA shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI.

D. Reporting of Improper Access, Use, or Disclosure.

1. Generally. BA shall provide an initial telephone report to CE’s Compliance Contact within twenty-four (24) hours of any suspected or actual breach of security,

intrusion or unauthorized access, use, or disclosure of PHI of which BA becomes aware and/or any actual or suspected access, use, or disclosure of data in violation of the Agreement, this BAA, or any applicable federal or state laws or regulations, including, for the avoidance of doubt, any Security Incident (as defined in 45 C.F.R. § 164.304). BA shall take (i) prompt corrective action to cure any deficiencies in its policies and procedures that may have led to the incident, and (ii) any action pertaining to such unauthorized access, use, or disclosure required of BA by applicable federal and state laws and regulations.

2. Breaches of Unsecured PHI. Without limiting the generality of the reporting requirements set forth in Section D(1), BA shall report to CE any use or disclosure of the information not permitted by this BAA, including any Breach of Unsecured PHI pursuant to 45 C.F.R. § 164.410. Following the discovery of any Breach of Unsecured PHI, BA shall notify CE in writing of such Breach without unreasonable delay and in no case later than three (3) days after discovery. The notice shall include the following information if known (or can be reasonably obtained) by BA: (i) contact information for the individuals who were or who may have been impacted by the Breach (*e.g.*, first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the Breach, including the date of the Breach and date of discovery (as defined in 42 U.S.C. § 17932(c)); (iii) a description of the types of Unsecured PHI involved in the Breach (*e.g.*, names, social security numbers, date of birth, addresses, account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the BA has done or is doing to investigate the Breach and to mitigate harm to the individuals impacted by the Breach; (v) any other available information that CE is required to include in notification to the individual under 45 C.F.R. § 164.404.

3. Mitigation. BA shall establish and maintain safeguards to mitigate, to the extent practicable, any deleterious effects known to BA of any unauthorized or unlawful access or use or disclosure of PHI not authorized by the Agreement, this BAA, or applicable federal or state laws or regulations; provided, however, that such mitigation efforts by BA shall not require BA to bear the costs of notifying individuals impacted by such unauthorized or unlawful access, use, or disclosure of PHI, unless (i) otherwise agreed in writing by the parties, (2) BA bears responsibility for the unauthorized or unlawful access or use or disclosure of PHI, or (3) required by applicable federal or state laws or regulations; provided, further, however, that BA shall remain fully responsible for all aspects of its reporting duties to CE under Section D(1) and Section D(2).

E. Business Associate's Subcontractors and Agents. BA shall ensure that any agents or Subcontractors to whom it provides Protected Information agree to the same restrictions and conditions that apply to BA with respect to such PHI. To the extent that BA creates, maintains, receives or transmits EPHI on behalf of the CE, BA shall ensure that any of BA's agents or Subcontractors to whom it provides Protected Information agree to implement the safeguards required by Section C above with respect to such EPHI.

F. Access to Protected Information. To the extent BA maintains a Designated Record Set on behalf of the CE, BA shall make Protected Information maintained by BA or its agents or Subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy

Rule, including, but not limited to, 45 C.F.R. § 164.524. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. § 17935(e).

G. Amendment of PHI. To the extent BA maintains a Designated Record Set on behalf of CE, within ten (10) days of receipt of a request from the CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or Subcontractors shall make PHI available to CE so that CE may make any amendments that CE directs or agrees to in accordance with the Privacy Rule.

H. Accounting Rights. Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or Subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and its obligations under the HITECH Act, including but not limited to 42 U.S.C. § 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or Subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include, to the extent known to BA: (i) the date of the disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. The accounting must be provided without cost to the individual or the requesting party if it is the first accounting requested by such individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, BA may charge the individual or party requesting the accounting a reasonable cost-based fee in responding to the request, to the extent permitted by applicable law, so long as BA informs the individual or requesting party in advance of the fee and the individual or requesting party is afforded an opportunity to withdraw or modify the request. BA shall notify CE within five (5) business days of receipt of any request by an individual or other requesting party for an accounting of disclosures. The provisions of this Section H shall survive the termination of this BAA.

I. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary for purposes of determining BA's compliance with the Privacy Rule. BA shall immediately notify CE of any requests made by the Secretary and provide CE with copies of any documents produced in response to such request.

J. Minimum Necessary. BA (and its agents or Subcontractors) shall request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Because the definition of "minimum necessary" is in flux, BA shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary." Notwithstanding the foregoing, BA must limit its (and its

agents or Subcontractors) uses and disclosures of Protected Information to be consistent with CE's minimum necessary policies and procedures as furnished to BA.

K. Permissible Requests by Covered Entity. CE shall not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA or the HITECH Act if done by CE or BA. CE shall not direct BA to act in a manner that would not be compliant with the Security Rule, the Privacy Rule, or the HITECH Act.

L. Breach Pattern or Practice. If CE knows of a pattern of activity or practice of the BA that constitutes a material breach or violation of BA's obligations under this BAA or other arrangement, CE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, CE must terminate the applicable Agreement to which the breach and/or violation relates if feasible. If BA knows of a pattern of activity or practice of an agent or Subcontractor that constitutes a material breach or violation of the agent or Subcontractor's obligations under its BAA or other arrangement with BA, BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BA must terminate the applicable agreement to which the breach and/or violation relates if feasible.

III. Indemnification; Limitation of Liability. To the extent permitted by law, BA shall indemnify, defend and hold harmless CE from any and all liability, claim, lawsuit, injury, loss, expense or damage resulting from or relating to the acts or omissions of BA or its agents, Subcontractors or employees in connection with the representations, duties and obligations of BA under this Agreement. Any limitation of liability contained in the applicable Agreement shall not apply to the indemnification requirement of this provision. This provision shall survive the termination of this BAA.

IV. Business Associate's Insurance. BA shall obtain insurance for itself and all its employees, agents and independent contractors in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate of Commercial General Liability insurance and Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate of Errors and Omissions insurance. The Errors and Omissions insurance shall cover, among other things, Breaches. If the general liability or the errors and omissions insurance do not cover, among other things, Breaches, Business Associate should also carry Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate of Cyber/Privacy insurance that covers, among other things, Breaches. BA shall provide CE with certificates of insurance or other written evidence of the insurance policy or policies required herein prior to execution of this BAA (or as shortly thereafter as is practicable) and as of each annual renewal of such insurance policies during the period of such coverage. Further, in the event of any modification, termination, expiration, non-renewal or cancellation of any of such insurance policies, BA shall give written notice thereof to CE not more than ten (10) days following BA's receipt of such notification. If BA fails to procure, maintain or pay for the insurance required under this section, CE shall have the right, but not the obligation, to obtain such insurance. In such event, BA shall promptly reimburse CE for the cost thereof upon written request, and failure to repay the same upon demand by CE shall constitute a material breach of this BAA.

V. Term and Termination.

A. Term. The term of this BAA shall be effective as of the Effective Date and shall terminate when all of the PHI provided by CE to BA, or created or received by BA on behalf of CE, is destroyed or returned to CE.

B. Termination.

1. Material Breach by BA. Upon any material breach of this BAA by BA, CE shall provide BA with written notice of such breach and such breach shall be cured by BA within thirty (30) business days of such notice. If such breach is not cured within such time period, CE may immediately terminate this BAA and the applicable Agreement.

2. Effect of Termination. Upon termination of any of the agreements comprising the Agreement for any reason, BA shall, if feasible, return or destroy all PHI relating to such agreements that BA or its agents or Subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, BA shall continue to extend the protections of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

VI. Assistance in Litigation. BA shall make itself and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreements or this BAA available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its shareholders, directors, officers, agents or employees based upon a claim of violation of HIPAA, the HITECH Act, or other laws related to security and privacy, except where BA or its subcontractor, employee or agent is named as an adverse party.

VII. Compliance with State Law. Nothing in this BAA shall be construed to require BA to use or disclose Protected Information without a written authorization from an individual who is a subject of the Protected Information, or without written authorization from any other person, where such authorization would be required under state law for such use or disclosure.

VIII. Compliance with 42 C.F.R. Part 2. CE is also subject to the Confidentiality of Alcohol and Drug Abuse Patient Records regulations, 42 C.F.R. Part 2, which requires certain programs to enter into contracts with qualified service organizations (as defined in 42 C.F.R. § 2.11) that may have access to certain patient medical information. BA acknowledges that in receiving, storing, processing, or otherwise dealing with any Records (as defined in 42 C.F.R. Part 2) from CE, BA is fully bound by 42 C.F.R. Part 2. BA agrees to resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 C.F.R. Part 2. To the extent any provisions of 42 C.F.R. Part 2 restricting disclosure of Records are more protective of privacy rights than the provisions of this BAA, HIPAA, the HITECH Act, or other applicable laws, 42 C.F.R. Part 2 controls.

IX. Amendment to Comply with Law. Because state and federal laws relating to data security and privacy are rapidly evolving, amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. BA and CE shall take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. BA shall provide to CE satisfactory written assurance that BA

will adequately safeguard all PHI. Upon the request of either party, the other party shall promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the applicable Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its reasonable discretion, deems sufficient to satisfy the standards and requirements of applicable laws, within thirty (30) days following receipt of a written request for such amendment from CE.

X. No Third-Party Beneficiaries. Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

XI. Notices. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed as follows:

If to CE:

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

If to BA:

Jesse H. Duff
2990 Falcolnberg Drive
La Verne, California 91750

With a copy to:

Hooper, Lundy & Bookman, P.C.
1875 Century Park East, Suite 1600
Los Angeles, CA 90067
Attn: Linda Kollar, Esq.
Fax: 310-551-8181

or to such other persons or places as either party may from time to time designate by written notice to the other.

XII. Interpretation. The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. Any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

XIII. Entire Agreement of the Parties. This BAA supersedes any and all prior and contemporaneous business associate agreements or addenda between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Each party to this BAA acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

XIV. Regulatory References. A reference in this BAA to a section of regulations means the section as in effect or as amended, and for which compliance is required.

XV. Counterparts. This BAA may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this BAA as of the BAA Effective Date.

AGREED AND ACCEPTED:

TRI-CITY MENTAL HEALTH
AUTHORITY

Name of Covered Entity

Name of Business Associate

Authorized Signature

Authorized Signature

Antonette Navarro

Print Name

Jesse H. Duff

Print Name

Executive Director

Print Title

Consultant

Print Title

Date

Date

EXHIBIT C



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

DUFF

JESSE

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

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

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

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

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

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

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

Date	Jesse H Duff, Consultant	Contractor or Vendor's Signature
	Contractor or Vendor's Name	

Date	Antonette Navarro, Executive Director	TCMHA Executive Official's Signature
	TCMHA Executive Official's Name	

DISTRIBUTION:

ORIGINAL
COPIES: HR Representative
Contractor
Finance



Tri-City Mental Health Authority
AGENDA REPORT

DATE: November 17, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

SUBJECT: Consideration of Resolution No. 624 Adopting the Motto: '*Hope. Wellness. Community. Let's Find It Together*' Created by Brand Purpose, LLC Exclusively for the Tri-City Mental Health Authority

Summary:

Staff recommends that the Governing Board adopt the motto created by Brand Purpose, LLC exclusively for the Tri-City Mental Health Authority. *Hope. Wellness. Community. Let's Find It Together.* It succinctly reflects the mission and purpose of the Authority as identified and clarified by community partners and Tri-City stakeholders, including Agency staff. The motto will be used in conjunction with Tri-City logo in all written communications.

Background:

Over the next 5 years, the Department of Health Care Services (DHCS) CalAIM (California Advancing and Innovating Medi-Cal) Initiative and the State's upcoming renewal of its Medi-Caid waivers with the federal government will seek both payment and service delivery reforms. Although both the implementation of CalAIM and the waiver renewals were postponed due to COVID-19 priorities, the implementation of a variety of proposed changes will begin in January 2022. To ensure Tri-City was best positioned and most ready for the changes to come, Tri-City's Executive Team agreed that it was time for a renewed, and robust, engagement with Tri-City's partners, stakeholders and staff like the one that was done in 2007.

The Executive Director reached out to Brand Purpose, LLC to share ideas for how Tri-City could leverage its 60th Anniversary in Fiscal Year 2020-21 as an opportunity to showcase the benefit to the three cities of having Tri-City Mental Health as its own joint-powers mental health authority; as well as to re-establish, for stakeholders and staff alike, the mission and purpose of Tri-City as the Agency prepared to take on the changes discussed above.

Following Governing Board approval of a contract with Brand Purpose, LLC in October 2020, Tri-City embarked on a project with Brand Purpose, LLC to:

- Affirm Tri-City's role and insure its quick recognition as the local mental health authority;

Governing Board of Tri-City Mental Health Authority

Consideration of Resolution No. 624 Adopting the Motto: 'Hope. Wellness. Community. Let's Find It Together' Created by Brand Purpose, LLC Exclusively for the Tri-City Mental Health Authority

November 17, 2021

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- Ensure Tri-City's stated mission and purpose are in alignment and relevant for the time and expressed needs of the three cities' region and its residents; and
- Create workforce ownership in the values and operations of Tri-City which will further fuel the progress and ongoing success of the agency well into this new decade.

In January and February 2021, Brand Purpose, LLC worked with Tri-City staff to identify community partners, clients and staff to engage in a virtual multi-day event that explored the mental health needs of the community, and identified core values and expectations for the local mental authority. Following that event, Brand Purpose, LLC then convened various focus groups with Tri-City staff to further identify and refine the mission and purpose of the Agency and the expectations of staff for their employer.

With the information and input gathered from these convenings, the Brand Purpose team came up with various purpose statements and corresponding mottos that were then distributed to governance, stakeholders and staff for their input. Based on the feedback and direction as to how to best capture the mission and purpose of Tri-City, Brand Purpose, LLC submitted the final motto, '*Hope. Wellness. Community. Let's Find It Together*' for Tri-City's consideration.

Tri-City's Executive Team is in unanimous agreement that the motto represents an accurate and inspiring message to guide: clients in their recovery, staff in their daily responsibilities, and governance in their decision-making.

Fiscal Impact:

This motto is the final product as agreed in the execution of the contract with Brand Purpose, LLC approved by the Governing Board on October 21, 2020.

Recommendation:

Tri-City staff recommends that the Governing Board approve Resolution No. 624 and adopt the motto: '*Hope. Wellness. Community. Let's Find It Together*' to reflect the Tri-City Mental Health Authority's mission and purpose and to be included with Agency's logo in all written communications.

Attachments:

Attachment 8-A: Resolution No. 624 - DRAFT

RESOLUTION NO. 624

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING ITS MOTTO 'HOPE. WELLNESS. COMMUNITY. LET'S FIND IT TOGETHER' CREATED BY BRAND PURPOSE, LLC EXCLUSIVELY FOR THE AUTHORITY

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"), for 60 years has served the diverse communities of Claremont, Pomona, and La Verne, and desires to adopt a Motto to better identify and clarify the Authority's mission and purpose; which will be utilized in conjunction with the Authority's Logo in all written communications. The Motto was created by Brand Purpose, LLC exclusively for the Authority.

B. The Authority's Motto is as follows:

Hope. Community. Wellness.
Let's find it together.

2. Action

The Governing Board approves the Authority's Motto to be included with Authority's logo in all written communications effective as of this date.

3. Adoption

PASSED AND ADOPTED at a regular meeting of the Governing Board held on November 17, 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: _____



Hope. Community. Wellness.
Let's find it together.



TRI·CITY
Mental Health



Hope.
Community.
Wellness.

Let's find it together.

As a public service agency dedicated to community mental health, we face loneliness, sorrow, fear and despair every day. But we come back the next day because we have hope. We see lives change. We see dreams recovered. We see families restored and communities united. We believe in hope and we believe in you.

Get Help Now

Do you live in Claremont, La Verne or Pomona?

Do you need someone to talk to and are not currently enrolled in Tri-City services?

Call us for support after hours and on weekends.

tricitymhs.org

> 909.623.6131



Hope.
Community.
Wellness.

Let's find it together.



Hope. Community. Wellness.
Let's find it together.





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

DATE: November 17, 2021
TO: Governing Board of Tri-City Mental Health Authority
FROM: Toni Navarro, LMFT, Executive Director
SUBJECT: Executive Director's Monthly Report

COVID-19 OPERATIONS UPDATE

Starting the week of October 4th, all Tri-City staff have been reporting to the office twice a week. As of Wednesday, November 10th, all staff have participated in a mandatory "Back to the Office" presentation conducted by Facilities Manager Alex Ramirez, Support Services Manager Jude Ann Catayong, and Crisis Services/Medication Support Manager Shawn Smith.

Telecommuting and telehealth have been remarkably well-received by clients, the community-at-large and Tri-City staff alike. However, data and research on the subjects clearly indicates that operating 100% as a telecommuting or telehealth workplace is nonproductive and ineffective over the long-term and significantly negatively impacts staff morale. Currently, the Executive Team is working on finalizing an ongoing telecommuting policy for Tri-City to be implemented post-COVID-19 emergency. The policy, which is slated to be brought before the Governing Board in December 2021, will be based on data and feedback from clients and staff and will be flexible so as to address the varying needs of different departments/divisions/programs within the Tri-City system of care.

HUMAN RESOURCES UPDATE

Staffing – Month Ending October 2021

- Total Staff is 171 full-time and 16 part-time plus 49 full time vacancies 6 part time vacancies for a total of 231 positions.
- There were 3 new hires in October.
- There were 6 separations in October.

Workforce Demographics in October 2021

- American Indian or Alaska Native = 0.54%
- Asian = 10.22%
- Black or African American = 6.45%
- Hispanic or Latino = 56.99%
- Native Hawaiian or Other Pacific Islander = 0.54%
- Other = 8.60%

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Monthly Staff Report of Toni Navarro
November 17, 2021
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- 2 or more races = 1.61%
- White or Caucasian = 15.05%

Posted Positions in October 2021

- Administrative Assistant – Adult (1 FTE)
- Clinical Program Manager - Adult (1 FTE)
- Clinical Supervisor I - Adult FSP (1 FTE)
- Clinical Supervisor I - AOP (1 FTE)
- Clinical Supervisor I - School Partnership (1 FTE) *1 hire pending*
- Clinical Supervisor I - COP (1 FTE)
- Clinical Therapist I/II Access to Care (1 FTE)
- Clinical Therapist I/II - Adult (6 FTEs) *3 hires pending*
- Clinical Therapist I/II – Child & Family (8 FTEs) *2 hires pending*
- Compliance Administrator (1 FTE) *1 hire pending*
- Community Navigator (3 FTEs)
- Diversity Equity & Inclusion Coordinator (1 FTE)
- Housing Wellness Advocate (.5 FTE)
- Information Technology Specialist II (1 FTE)
- Psychiatric Technician I/II/III – Adult FSP (1 FTE)
- Program Support Assistant II – Program Support (2 FTEs) *2 hires pending*
- Wellness Advocate I (1 FTE) *1 hire pending*

Open Enrollment

Tri-City's Annual Open Enrollment began on October 26, 2021 and ran through November 5, 2021. This year's open enrollment benefits fair was once again held online via Airbo rather than our normal in-person benefits fair. Our online benefits fair is an interactive site where employees can get to get access to information regarding their healthcare benefits, add/delete or change their benefits and answer questions related to our health insurance benefits for a chance to win a prize. This format has been well received over the last two years as it allows employees, who normally are unable to participate in the in-person fair, the ability to participate when their schedule allows.

Team Hope Job Fair

On October 29th and 30th, 2021, Tri-City's Human Resources, MHSA and Clinical Departments participated in the Team Hope Job Fair hosted by the Pomona Employment Development Department. As you may recall, Team Hope is a federally funded organization that was responsible for the care and connection of unaccompanied minors entering the United States whom were housed at a facility at the Pomona Fairplex. In October, Team Hope announced the closing of their doors and the potential layoffs of 2500 employees including behavioral health professionals.

Tri-City's Human Resources Department was able to secure employees (Chris Anzalone, WET Supervisor, Isela Moreno, MHSA Program Supervisor, Kitha Torregano, Human Resources Manager and Liz Renteria, Chief Clinical Officer) to participate as representatives at the job fair to provide recruitment and behavioral health services. Tri-City met with and received over 100 candidates and resumes of potential applicants.

HOUSING DIVISION UPDATE

The California Rent Relief program has been running since March 2021 and introduced an easier process to help tenants and renters make up for lost income due to the pandemic. The amount of documentation that is needed has been pared down to absolute basics.

Previous county and city applications required documentation that created obstacles rather than access to rental assistance funds. Specifically, there was a requirement that persons show conclusive proof that their inability to pay rent was due job loss as a result of the pandemic via documentation from that previous employer. Many individuals no longer had a way of contacting their previous employer and therefore could not apply for rent relief.

On top of the process being simplified, the current application added a landlord portion that allows for landlords to begin the application process for their tenants. Tri-City's Housing Division has been supporting community members with completing these applications and a number of landlords have participated. In these application meetings, Housing Division staff have been encouraged by some of the conversations had with landlords. Landlords were reporting monthly rental rates below the current market rates for the county. The landlords all shared the same reasoning: they learned that tenants stay longer and take better care of the units when their rental prices are reasonable. Specifically, the tenants they were helping out with the application had been in those units for years and had not given them anything to be concerned about until the pandemic.

The Housing Stability project has continued to host landlords during monthly meetings to provide them with resources, support, and education to help them maintain successful buildings. We are excited to bring on landlords like the ones in these interactions to share their experiences with other landlords in the hopes of making this way of thinking more prevalent for the collective benefit of our communities.



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

DATE: November 17, 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 THREE MONTHS ENDED
SEPTEMBER 30, 2021 (2022 FISCAL YEAR-TO-DATE):**

The financials presented herein are the PRELIMINARY and unaudited financial statements for the three months ended September 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 \$7.6 million. MHSA operations accounted for approximately \$8.0 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 2021, Tri-City received MHSA funding of approximately \$15.4 million, of which \$8.4 million were for approved programs for fiscal 2021-22 MHSA operations and was reflected as MHSA Revenue Restricted for Future Period on the Statement of Net Position (balance sheet) at June 30, 2021. These restricted MHSA revenues have now been recorded as non-operating revenues in fiscal 2021-22. In addition, during this current fiscal year 2021-22 approximately \$6.4 million in MHSA funding has been received of which \$3.1 million was identified and approved for use in the current fiscal year 2021-22 and recorded as non-operating revenues, bringing the total MHSA non-operating revenues recognized to date up to approximately \$11.5 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 decrease in net position of approximately \$414 thousand is from Clinic outpatient operations, which is the result of operations for the three months ended September 30, 2021 which includes one-time payments made at the beginning of the year.

**Governing Board of Tri-City Mental Health
Toni Navarro, LMFT, Executive Director
Monthly Staff Report of Diana Acosta
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The total cash balance at September 30, 2021 was approximately \$36.9 million, which represents an increase of approximately \$2.0 million from the June 30, 2021 balance of approximately \$34.9 million.

Outpatient Clinic operations, after excluding any intercompany receipts or costs resulting from MHSA operations, had a decrease in cash of approximately \$1.4 million. MHSA operations reflected an increase in cash of approximately \$3.4 million, after excluding intercompany receipts or costs resulting from clinic operations. The increase reflects the receipt of approximately \$6.4 million in MHSA funds offset by the use of cash for MHSA operating activities.

Approximately \$2.3 million in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the three months ended September 30, 2021.

UPCOMING, CURRENT EVENTS & UPDATES

Overall Financial Update:

We are continuing to closely monitor for any new developments and updated revenue projections from CBHDA. 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 having begun in September 2021. The issuance of the audited financial statements is targeted for November of 2021.

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 three months ended September 30, 2021.

	MHSA
Cash at September 30, 2021 \$	30,098,452
Receivables net of Reserve for Cost Report Settlements	(432,984)
Prudent Reserves	(2,200,000) *
Estimated Remaining Expenses for Operations FY 2021-22	(9,813,075) **
Reserved for future CFTN Projects including TCG	(1,247,389)
Total Estimated Adjustments to Cash	<u>(13,693,448)</u>
Estimated Available at June 30, 2022 \$	<u>16,405,004</u>
Estimated remaining funds to be received in FY 2021-22 \$	6,194,769

* Per the recently approved SB 192, Prudent Reserves are now required to be maintained at an amount that does not exceed 33% of the average Community Services and Support (CSS) revenue received for the fund, in the preceding 5 years.

** Estimated based on adopted operating budget for fiscal year 2021-22, including actual and estimated amounts to year end 06/30/2022.

Attachments

Attachment 10-A: September 30, 2021 Unaudited Monthly Financial Statements

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

	AT SEPTEMBER 30, 2021			AT JUNE 30, 2021		
	TCMH	MHSA	Consolidated	TCMH	MHSA	Consolidated
	Unaudited	Unaudited	Unaudited	Unaudited	Unaudited	Unaudited
Current Assets						
Cash	\$ 6,790,569	\$ 30,098,452	\$ 36,889,021	\$ 8,578,296	\$ 26,320,242	\$ 34,898,537
Accounts receivable, net of reserve for uncollectible accounts \$466,284 at September 30, 2021 and \$482,113 at June 30, 2021	3,668,243	2,199,629	5,867,872	3,656,192	2,344,087	6,000,279
Total Current Assets	<u>10,458,812</u>	<u>32,298,081</u>	<u>42,756,893</u>	<u>12,234,488</u>	<u>28,664,329</u>	<u>40,898,816</u>
Property and Equipment						
Land, building, furniture and equipment	3,834,279	9,609,696	13,443,975	3,778,377	9,595,862	13,374,238
Accumulated depreciation	(2,559,464)	(3,915,302)	(6,474,765)	(2,519,499)	(3,809,586)	(6,329,086)
Total Property and Equipment	<u>1,274,816</u>	<u>5,694,394</u>	<u>6,969,209</u>	<u>1,258,877</u>	<u>5,786,276</u>	<u>7,045,153</u>
Other Assets						
Deposits and prepaid assets	251,919	572,212	824,131	66,611	572,212	638,823
Note receivable-Housing Development Project	-	2,800,000	2,800,000	-	2,800,000	2,800,000
Total Noncurrent Assets	<u>1,526,735</u>	<u>9,066,606</u>	<u>10,593,341</u>	<u>1,325,488</u>	<u>9,158,488</u>	<u>10,483,976</u>
Total Assests	<u>\$ 11,985,547</u>	<u>\$ 41,364,687</u>	<u>\$ 53,350,234</u>	<u>\$ 13,559,976</u>	<u>\$ 37,822,816</u>	<u>\$ 51,382,792</u>
Deferred Outflows of Resources						
Deferred outflows related to the net pension liability	2,893,978	-	2,893,978	2,893,978	-	2,893,978
Total Deferred Outflows of Resources	<u>2,893,978</u>	<u>-</u>	<u>2,893,978</u>	<u>2,893,978</u>	<u>-</u>	<u>2,893,978</u>
Total Assets and Deferred Outflows of Resources	<u>\$ 14,879,525</u>	<u>\$ 41,364,687</u>	<u>\$ 56,244,212</u>	<u>\$ 16,453,954</u>	<u>\$ 37,822,816</u>	<u>\$ 54,276,771</u>
LIABILITIES						
Current Liabilities						
Accounts payable	174,944	894	175,838	554,813	1,144	555,956
Accrued payroll liabilities	211,720	328,518	540,238	587,125	115,353	702,478
Accrued vacation and sick leave	537,547	1,026,088	1,563,635	633,584	1,078,193	1,711,777
Reserve for Medi-Cal settlements	3,157,926	2,632,613	5,790,539	3,062,368	2,537,262	5,599,630
Current portion of mortgage debt	763,834	-	763,834	771,676	-	771,676
Total Current Liabilities	<u>4,845,971</u>	<u>3,988,113</u>	<u>8,834,083</u>	<u>5,609,565</u>	<u>3,731,951</u>	<u>9,341,517</u>
Intercompany Acct-MHSA & TCMH	<u>(711,436)</u>	<u>711,436</u>	<u>-</u>	<u>(314,268)</u>	<u>314,268</u>	<u>-</u>
Long-Term Liabilities						
Mortgages and home loan	-	58,872	58,872	-	58,872	58,872
Net pension liability	6,325,906	-	6,325,906	6,325,906	-	6,325,906
Unearned MHSA revenue	-	3,761,417	3,761,417	-	435,392	435,392
Total Long-Term Liabilities	<u>6,325,906</u>	<u>3,820,289</u>	<u>10,146,195</u>	<u>6,325,906</u>	<u>494,264</u>	<u>6,820,170</u>
Liabilities Subject to Compromise						
Class 2 General Unsecured Claims	-	-	-	-	-	-
Class 3 Unsecured Claim of CAL DMH	-	-	-	-	-	-
Class 4 Unsecured Claim of LAC DMH	-	-	-	-	-	-
Total Liabilities Subject to Compromise	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Liabilities	<u>10,460,441</u>	<u>8,519,838</u>	<u>18,980,279</u>	<u>11,621,203</u>	<u>4,540,483</u>	<u>16,161,686</u>
Deferred Inflow of Resources						
MHSA revenues restricted for future period	-	-	-	-	8,413,847	8,413,847
Deferred inflows related to the net pension liability	45,120	-	45,120	45,120	-	45,120
Total Deferred Inflow of Resources	<u>45,120</u>	<u>-</u>	<u>45,120</u>	<u>45,120</u>	<u>8,413,847</u>	<u>8,458,967</u>
NET POSITION						
Invested in capital assets net of related debt	510,981	5,694,394	6,205,375	487,201	5,786,276	6,273,477
Restricted for MHSA programs	-	27,150,455	27,150,455	-	19,082,210	19,082,210
Unrestricted	3,862,982	-	3,862,982	4,300,430	-	4,300,430
Total Net Position	<u>4,373,964</u>	<u>32,844,849</u>	<u>37,218,813</u>	<u>4,787,631</u>	<u>24,868,486</u>	<u>29,656,117</u>
Total Liabilities, Deferred Inflows of Resources and Net Position	<u>\$ 14,879,525</u>	<u>\$ 41,364,687</u>	<u>\$ 56,244,212</u>	<u>\$ 16,453,954</u>	<u>\$ 37,822,816</u>	<u>\$ 54,276,771</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
THREE MONTHS ENDED SEPTEMBER 30, 2021 AND 2020

	PERIOD ENDED 9/30/21			PERIOD ENDED 9/30/20		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
OPERATING REVENUES						
Medi-Cal FFP	\$ 846,097	\$ 755,212	\$ 1,601,308	\$ 879,279	\$ 774,617	\$ 1,653,896
Medi-Cal SGF-EPSDT	177,777	155,224	333,001	174,597	133,818	308,415
Medicare	3,838	1,919	5,757	168	391	560
Contracts	-	7,267	7,267	124,402	7,267	131,669
Patient fees and insurance	347	29	376	90	-	90
Rent income - TCMH & MHSA Housing	3,884	18,830	22,714	5,950	25,269	31,219
Other income	234	98	331	403	210	612
Net Operating Revenues	1,032,176	938,577	1,970,753	1,184,890	941,572	2,126,461
OPERATING EXPENSES						
Salaries, wages and benefits	2,028,737	3,134,134	5,162,871	1,993,176	3,150,048	5,143,224
Facility and equipment operating cost	188,028	395,110	583,138	134,876	298,247	433,123
Client lodging, transportation, and supply expense	69,513	494,556	564,069	70,663	732,858	803,521
Depreciation	39,964	105,716	145,680	35,034	103,434	138,468
Other operating expenses	164,705	315,997	480,701	121,976	315,672	437,648
Total Operating Expenses	2,490,946	4,445,513	6,936,459	2,355,725	4,600,259	6,955,984
OPERATING (LOSS) (Note 1)	(1,458,770)	(3,506,936)	(4,965,706)	(1,170,836)	(3,658,687)	(4,829,523)
Non-Operating Revenues (Expenses)						
Realignment	913,838	-	913,838	1,353,555	-	1,353,555
MHSA funds	-	11,468,747	11,468,747	-	12,227,423	12,227,423
Grants and Contracts	137,892	-	137,892	(8,000)	-	(8,000)
Interest Income	3,196	14,552	17,748	9,810	47,939	57,749
Interest expense	(9,823)	-	(9,823)	(10,219)	-	(10,219)
Total Non-Operating Revenues (Expense)	1,045,102	11,483,299	12,528,402	1,345,145	12,275,362	13,620,508
INCOME (LOSS)	(413,667)	7,976,364	7,562,696	174,310	8,616,675	8,790,985
INCREASE (DECREASE) IN NET POSITION	(413,667)	7,976,364	7,562,696	174,310	8,616,675	8,790,985
NET POSITION, BEGINNING OF YEAR	4,787,631	24,868,486	29,656,117	3,879,375	22,645,870	26,525,245
NET POSITION, END OF MONTH	\$ 4,373,964	\$ 32,844,849	\$ 37,218,813	\$ 4,053,685	\$ 31,262,545	\$ 35,316,230

(Note 1) "Operating Loss" reflects loss before realignment funding and MHSA funding which is included in non-operating revenues.

Definitions:

Medi-Cal FFP= Federal Financial Participation Reimbursement

Medi-Cal SGF-EPSDT=State General Funds reimbursement for Medi-Cal services provided to children under the "Early and Periodic Screening, Diagnosis and Treatment" regulations.

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

**TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF CASH FLOWS
THREE MONTHS ENDED SEPTEMBER 30, 2021 AND 2020**

	PERIOD ENDED 9/30/21			PERIOD ENDED 9/30/20		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
Cash Flows from Operating Activities						
Cash received from and on behalf of patients	\$ 1,164,163	\$ 1,174,488	\$ 2,338,650	\$ 659,643	\$ 471,985	\$ 1,131,628
Cash payments to suppliers and contractors	(987,422)	(1,205,913)	(2,193,335)	(454,013)	(1,063,550)	(1,517,564)
Payments to employees	(2,500,179)	(2,973,074)	(5,473,252)	(2,353,023)	(2,854,593)	(5,207,615)
	<u>(2,323,438)</u>	<u>(3,004,499)</u>	<u>(5,327,937)</u>	<u>(2,147,393)</u>	<u>(3,446,158)</u>	<u>(5,593,551)</u>
Cash Flows from Noncapital Financing Activities						
MHSA Funding	-	6,380,815	6,380,815	-	6,209,837	6,209,837
CalHFA-State Administered Projects	-	110	110	-	-	-
Realignment	913,838	-	913,838	1,353,555	-	1,353,555
Grants and Contracts	88,491	-	88,491	(8,000)	-	(8,000)
	<u>1,002,329</u>	<u>6,380,926</u>	<u>7,383,255</u>	<u>1,345,555</u>	<u>6,209,837</u>	<u>7,555,392</u>
Cash Flows from Capital and Related Financing Activities						
Purchase of capital assets	(55,903)	(13,834)	(69,737)	(86,515)	(38,340)	(124,855)
Principal paid on capital debt	(7,842)	-	(7,842)	(7,446)	-	(7,446)
Interest paid on capital debt	(9,823)	-	(9,823)	(10,219)	-	(10,219)
Intercompany-MHSA & TCMH	(397,168)	397,168	-	(791,472)	791,472	-
	<u>(470,735)</u>	<u>383,334</u>	<u>(87,402)</u>	<u>(895,652)</u>	<u>753,132</u>	<u>(142,520)</u>
Cash Flows from Investing Activities						
Interest received	4,118	18,450	22,568	16,258	81,605	97,863
	<u>4,118</u>	<u>18,450</u>	<u>22,568</u>	<u>16,258</u>	<u>81,605</u>	<u>97,863</u>
Cash Flows from Reorganization Items						
Cash payments to Bankruptcy Class 3 and 4 Unsecured	-	-	-	(325,000)	-	(325,000)
	<u>-</u>	<u>-</u>	<u>-</u>	<u>(325,000)</u>	<u>-</u>	<u>(325,000)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(1,787,727)	3,778,210	1,990,484	(2,006,232)	3,598,416	1,592,184
Cash Equivalents at Beginning of Year	8,578,296	26,320,242	34,898,537	7,395,355	23,736,461	31,131,816
Cash Equivalents at End of Month	<u>\$ 6,790,569</u>	<u>\$ 30,098,452</u>	<u>\$ 36,889,021</u>	<u>\$ 5,389,124</u>	<u>\$ 27,334,877</u>	<u>\$ 32,724,000</u>

Definitions:

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
ACTUAL TO BUDGET COMPARISON
THREE MONTHS ENDING SEPTEMBER 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	\$ 922,679	\$ 1,164,127	\$ (241,448)	\$ 823,568	\$ 976,019	\$ (152,451)	\$ 1,746,247	\$ 2,140,146	\$ (393,899)
Medi-Cal SGF-EPSDT	193,867	382,915	(189,048)	169,274	279,658	(110,384)	363,141	662,573	(299,432)
Medicare	3,838	500	3,338	1,919	500	1,419	5,757	1,000	4,757
Patient fees and insurance	347	525	(178)	29	-	29	376	525	(149)
Contracts	-	5,000	(5,000)	7,267	-	7,267	7,267	5,000	2,267
Rent income - TCMH & MHSA Housing	3,884	1,338	2,547	18,830	26,375	(7,545)	22,714	27,713	(4,998)
Other income	234	-	234	98	-	98	331	-	331
Provision for contractual disallowances	(92,673)	(77,352)	(15,321)	(82,406)	(49,551)	(32,855)	(175,079)	(126,903)	(48,176)
Net Operating Revenues	1,032,176	1,477,053	(444,876)	938,577	1,233,001	(294,424)	1,970,753	2,710,054	(739,300)
OPERATING EXPENSES									
Salaries, wages and benefits	2,028,737	2,301,783	(273,046)	3,134,134	3,377,967	(243,833)	5,162,871	5,679,751	(516,880)
Facility and equipment operating cost	189,104	227,221	(38,117)	396,658	325,192	71,466	585,762	552,413	33,349
Client program costs	67,054	63,246	3,808	483,005	293,380	189,625	550,059	356,625	193,434
Grants	-	-	-	22,575	21,250	1,325	22,575	21,250	1,325
MHSA training/learning costs	-	-	-	37,570	28,542	9,029	37,570	28,542	9,029
Depreciation	39,964	37,566	2,399	105,716	107,725	(2,009)	145,680	145,290	389
Other operating expenses	166,087	142,839	23,249	265,855	278,365	(12,510)	431,942	421,204	10,738
Total Operating Expenses	2,490,946	2,772,654	(281,707)	4,445,513	4,432,420	13,092	6,936,459	7,205,074	(268,615)
OPERATING (LOSS)	(1,458,770)	(1,295,601)	(163,169)	(3,506,936)	(3,199,419)	(307,516)	(4,965,706)	(4,495,020)	(470,685)
Non-Operating Revenues (Expenses)									
Realignment	913,838	988,836	(74,998)	-	-	-	913,838	988,836	(74,998)
MHSA Funding	-	-	-	11,468,747	12,222,954	(754,207)	11,468,747	12,222,954	(754,207)
Grants and contracts	137,892	86,327	51,566	-	-	-	137,892	86,327	51,566
Interest (expense) income, net	(6,628)	7,836	(14,463)	14,552	17,605	(3,053)	7,925	25,441	(17,516)
Total Non-Operating Revenues (Expense)	1,045,102	1,082,998	(37,896)	11,483,299	12,240,559	(757,260)	12,528,402	13,323,557	(795,155)
INCREASE(DECREASE) IN NET POSITION	\$ (413,667)	\$ (212,603)	\$ (201,064)	\$ 7,976,364	\$ 9,041,140	\$ (1,064,776)	\$ 7,562,696	\$ 8,828,537	\$ (1,265,841)

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
THREE MONTHS ENDING SEPTEMBER 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 \$739 thousand for the following reasons:

- 1 Medi-Cal FFP revenues for FY 2021-22** were \$394 thousand lower than the budget. Medi-Cal FFP revenues were \$241 thousand lower for TCMH and \$152 thousand lower for MHSA. At TCMH, the adult program revenues were lower than budget by \$86 thousand and the children program revenues were lower by \$155 thousand. For MHSA, the adult and older adult FSP programs were lower than budget by \$54 thousand and the Children and TAY FSP programs were lower by \$98 thousand.
- 2 Medi-Cal SGF-EPSTD revenues for fiscal year 2021-22** were lower than budget by \$299 thousand of which \$189 thousand lower were from TCMH and \$110 thousand lower were from MHSA. SGF-EPSTD relates to State General Funds (SGF) provided to the agency for provision of qualifying Medi-Cal services for Early Prevention Screening and Diagnostic Testing (EPSTD) to children and youth under 21 years. These funds are in addition to the FFP reimbursed by the federal government.

> Medi-Cal and Medi-Cal SGF-EPSTD revenues are recognized when the services are provided and can vary depending on the volume of services provided from month to month. Projected (budgeted) services are based on estimated staffing availability and the assumption that vacant positions will be filled.
- 3 Medicare revenues** are \$5 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 \$2 thousand mainly 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 \$5 thousand. The rental income represents the payments collected from the tenants staying at the Tri-City apartments on Pasadena and at the MHSA house on Park Avenue.
- 6 Provision for contractual disallowances** for fiscal year 2021-22 is \$48 thousand higher than budget.

Operating Expenses

Operating expenses were lower than budget by \$269 thousand for the following reasons:

- 1 Salaries and benefits** are \$517 thousand lower than budget and of that amount, salaries and benefits are \$273 thousand lower for TCMH operations and are approximately \$244 thousand lower for MHSA operations. These variances are due to the following:

TCMH salaries were lower than budget by \$196 thousand due to vacant positions and benefits are lower than budget by \$77 thousand.

MHSA salaries are lower than budget by \$261 thousand. The direct program salary costs are lower by \$231 thousand and the administrative salary costs are lower than budget by \$30 thousand. Benefits are higher than budget by \$17 thousand. Of that, retirement contribution costs are higher than budget by \$168 thousand due to the annual payment of the CalPERS unfunded accrued liability in July. The higher retirement cost was offset by lower health insurance, workers compensation insurance and state unemployment insurance.
- 2 Facility and equipment operating costs** were higher than budget by \$33 thousand. Facility and equipment operating costs were \$38 thousand lower for TCMH and \$71 thousand higher for MHSA due to the startup cost for a new Electronic Health Record system.
- 3 Client program costs** are higher than the budget by \$193 thousand mainly from MHSA due to a payment of \$396 thousand to the City of Pomona Hope for Home Year-Round Emergency Shelter.
- 4 Grants for fiscal year 2021-22** awarded under the Community Wellbeing project are \$1 thousand higher than the budget.
- 5 MHSA learning and training costs** are higher than the budget by \$9 thousand.
- 6 Depreciation** is in line with the budget.
- 7 Other operating expenses** were higher than the budget by \$11 thousand of which \$23 thousand higher were from TCMH and \$12 thousand lower were from MHSA. At TCMH, personnel recruiting fees, dues and subscriptions, conference and mileage expenses are all higher than the budget. For MHSA, the lower costs are mainly from the professional fees.

**TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
THREE MONTHS ENDING SEPTEMBER 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)

Non-Operating Revenues (Expenses)

Non-operating revenues, net, are lower than budget by approximately \$795 thousand as follows:

- 1 **TCMH non-operating revenues** are \$38 thousand lower than the budget. Of that, realignment fund is lower than the budget by \$75 thousand. Interest income netted with interest expense is lower than the budget by \$14 thousand. Grants and contracts are higher than the budget by \$52 thousand including the City of Pomona Measure H program, Los Angeles County Covid-19 Community Equity Fund and Adverse Childhood Experiences grant.

- 2 **MHSA non-operating revenue** is \$754 thousand lower than the budget.
In accordance with Government Accounting Standards Board, MHSA funds received and available to be spent must be recorded as non-operating revenue as soon as the funds are received. Funds are available to be spent when an MHSA plan and related programs have been approved and the proposed expenditures for those programs have been approved through an MHSA plan, MHSA update, or State Oversight and Accountability Commission.

The differences in actual to budget are broken out as follows:

	Actual	Budget	Variance
CSS funds received and available to be spent	\$ 9,210,946	\$ 9,210,946	\$ -
PEI funds received and available to be spent	1,953,535	2,355,742	(402,207)
WET funds received and available to be spent	-	-	-
CFTN funds received and available to be spent	-	-	-
INN funds received and available to be spent	304,266	656,266	(352,000)
Non-operating revenues recorded	<u>\$ 11,468,747</u>	<u>\$ 12,222,954</u>	<u>\$ (754,207)</u>

CSS recorded revenue is in line with the budget.

PEI recorded revenue is lower than budget by \$402 thousand. The difference is due to the amount received and available for the PEI plan through September 2021. The additional funds received during the fiscal year 2021-22 will be recorded as revenue up to the budgeted amount.

INN recorded revenue is lower than the budget by \$352 thousand. This amount was included in the FY2021-22 budget in anticipation that a new Tri-City proposed INN program would be approved for operations by the MHSA Oversight and Accountability Commission. Unfortunately, it was not approved and therefore, the amount will not be recognized into revenue.

Interest income for MHSA is lower than budget by \$3 thousand.

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
THREE MONTHS ENDED SEPTEMBER 30, 2021 AND 2020

	PERIOD ENDED 9/30/21			PERIOD ENDED 9/30/20		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
REVENUES						
Medi-Cal FFP, net of reserves	\$ 846,097	\$ 755,212	\$ 1,601,308	\$ 879,279	\$ 774,617	\$ 1,653,896
Medi-Cal SGF-EPSDT	177,777	155,224	333,001	174,597	133,818	308,415
Medicare	3,838	1,919	5,757	168	391	560
Realignment	913,838	-	913,838	1,353,555	-	1,353,555
MHSA funds	-	11,468,747	11,468,747	-	12,227,423	12,227,423
Grants and contracts	137,892	7,267	145,159	116,402	7,267	123,669
Patient fees and insurance	347	29	376	90	-	90
Rent income - TCMH & MHSA Housing	3,884	18,830	22,714	5,950	25,269	31,219
Other income	234	98	331	403	210	612
Interest Income	3,196	14,552	17,748	9,810	47,939	57,749
Total Revenues	2,087,102	12,421,876	14,508,978	2,540,254	13,216,934	15,757,188
EXPENSES						
Salaries, wages and benefits	2,028,737	3,134,134	5,162,871	1,993,176	3,150,048	5,143,224
Facility and equipment operating cost	188,028	395,110	583,138	134,876	298,247	433,123
Client lodging, transportation, and supply expense	69,513	494,556	564,069	70,663	732,858	803,521
Depreciation	39,964	105,716	145,680	35,034	103,434	138,468
Interest expense	9,823	-	9,823	10,219	-	10,219
Other operating expenses	164,705	315,997	480,701	121,976	315,672	437,648
Total Expenses	2,500,769	4,445,513	6,946,282	2,365,945	4,600,259	6,966,204
INCREASE (DECREASE) IN NET POSITION	(413,667)	7,976,364	7,562,696	174,310	8,616,675	8,790,985
NET POSITION, BEGINNING OF YEAR	4,787,631	24,868,486	29,656,117	3,879,375	22,645,870	26,525,245
NET POSITION, END OF MONTH	\$ 4,373,964	\$ 32,844,849	\$ 37,218,813	\$ 4,053,685	\$ 31,262,545	\$ 35,316,230

NOTE: This presentation of the Change in Net Assets is NOT in accordance with GASB, but is presented only for a simple review of Tri-City's revenue sources and expenses.

Definitions:

Medi-Cal FFP= Federal Financial Participation Reimbursement

Medi-Cal SGF-EPSDT=State General Funds reimbursement for Medi-Cal services provided to children under the "Early and Periodic Screening, Diagnosis and Treatment" regulations.

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Tri-City Mental Health Authority MONTHLY STAFF REPORT

DATE: November 17, 2021

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

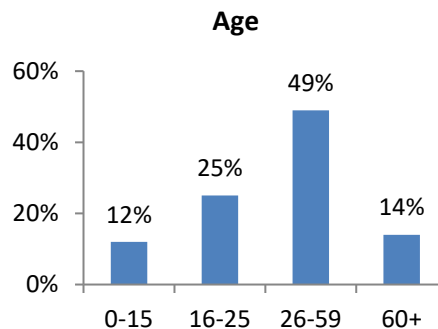
FROM: Elizabeth Renteria, LCSW, Chief Clinical Officer

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 breakdown of client's receiving Full-Service Partnership services in FY 20-21 at Tri-City Mental Health Authority.

641
Individuals
Served



ACCESS TO CARE

There was a total of 185 service requests made for adults in the month of October. In terms of request type, thirty-nine were walk-in service requests, 121 were called-in, there were 19 SRTS referrals/SRTS hospital discharge referrals, there was one in- writing referral and 3 FSP/FCCS referrals and two with no reported request type. There was a total of thirty-one service requests that were hospital discharges (19 called in, 8 SRTS hospital d/c and four walk-ins). There were fourteen referrals received from IOET for adults.

Most service requests were provided through the telephone at 65.40% (121). The number of individuals walking into the clinic to access services has increased in last few months. In the month of October 21% (39) of individuals requesting services came into the clinic in-person.

Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director
Monthly Staff Report of Elizabeth Renteria, LCSW Chief Clinical Officer
November 17, 2021
Page 2

- There was a total of 104 intakes initiated by staff during the month of October for both adults and children by the following departments: ATC, AOP, COP, FSP, SPT, and IOET.
- Individuals assessed were assigned to the following clinical programs: 76 AOP, 13 COP, 4 FSP Adult, 2 FSP Older Adult, 2 FCCS, 1 FSP Children, 6 FSP TAY. (Total: 104)
- 1.92% (2) of individuals assessed did not meet medical necessity.
- Access to Care clinicians initiated a total of sixty-six intakes which is 63.46% of the total number of intakes initiated for the month of October for the entire agency.

Below is a breakdown of dispositions based on the 185 service requests received for October/2021:

- 3.78% (7) Pending disposition.
- 4.32% (8) Already receiving MH services.
- 75.67% (140) Initial appointment given.
- 4.86% (9) Individual/collateral declined services.
- 1.62% (3) Referred back to private insurance.
- 3.78% (7) Referred to another MH agency.
- 5.94% (11) Unable to contact individual/collateral.

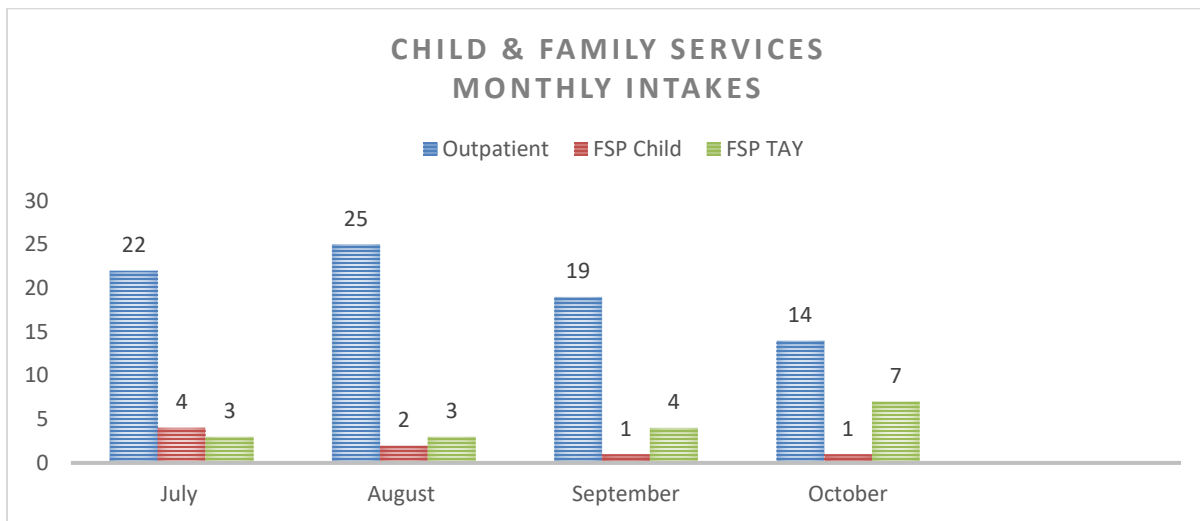
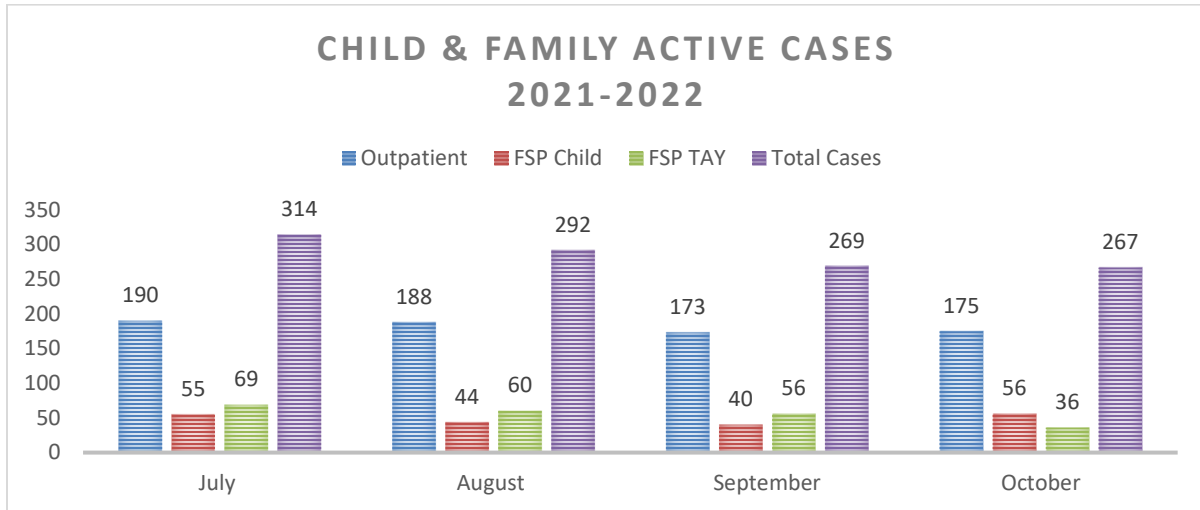
There was a total of sixty-seven service requests received at the Royalty location for children and TAY in the month of October. Of the sixty-seven service requests, three were walk-ins, twenty-four were called-in, twenty-five were in-writing referrals, four were FSP referrals and eight were SRTS referrals and three did not have request type listed. There was one hospital discharge and two referrals from IOET.

CLINICAL WELLNESS ADVOCATES TEAM

Census on the Clinical Wellness Advocate team's census remains consistent at 98. The Clinical Wellness Advocate team receive four referrals in the month of October. Four clients have successfully completed treatment in the month of October.

[Continued on the next page]

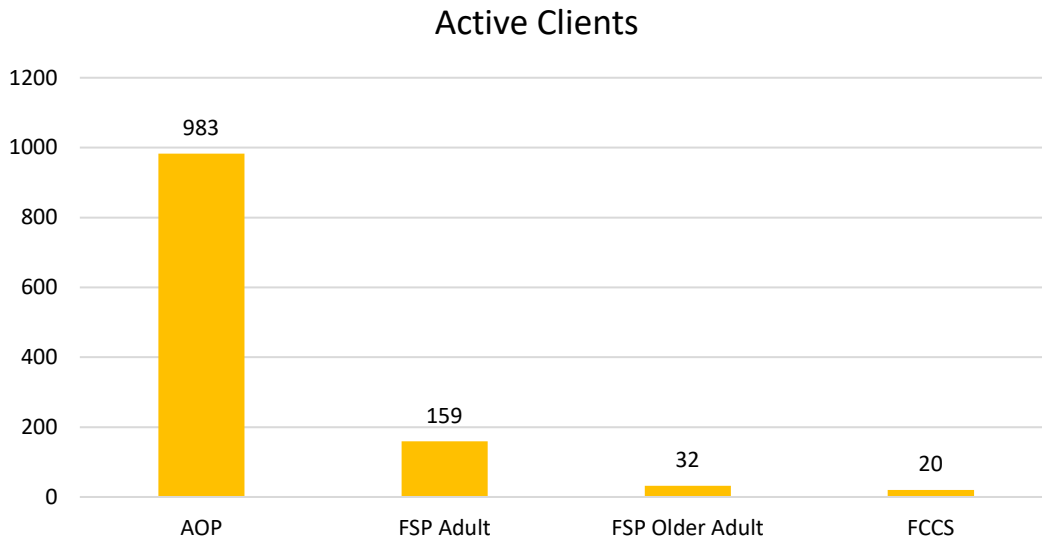
CHILD AND FAMILY SERVICES



In the month of October there was a decrease in the number of intakes from 24 to 22. The number of available intake slots for the month of October declined due to a staffing shortage. Beginning in the month of November, six new clinicians will be added to the intake calendar which will increase capacity to provide assessments to children, youth, and young adults in the Tri-City catchment area.

The children’s services Program Manager, participated in a panel to discuss “the power of partnerships” between county behavioral health and school districts. This was part of a four-part series sponsored by LACOE entitled, “Gearing up for Community Schools: A guide to implementing the Community Schools Models.” The series is geared at facilitating partnerships between school districts and mental health providers and to facilitate discussion on improving care for children and their families.

ADULT SERVICES



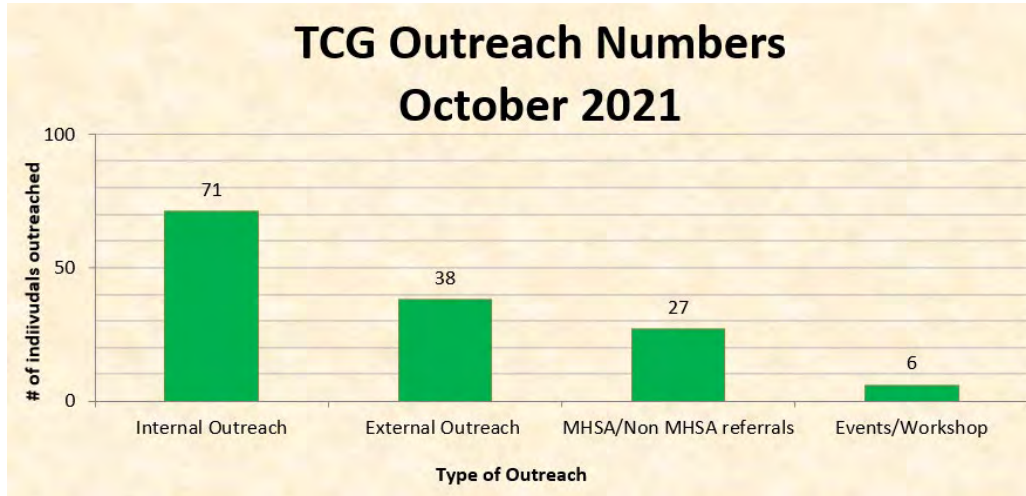
Adult Services census remains consistent. Currently there are 1,224 unduplicated clients in the Adult Services Department. In the month of October, the Adult Services team received ninety-nine referrals for services and transitioned twenty-five clients from care. The referral breakdown is as follows: ninety referrals to the Adult Outpatient program, seven referrals to adult FSP and two referrals to Field Capable Services for Older Adults.

THERAPEUTIC COMMUNITY GARDEN (TCG)

As part of TCG's collaboration with the medical staff, this month the team welcomed two medical students to our *Mindfulness Through Virtual Garden* group. During this time students shadowed the TCG team as the team presented on diverse topics including Therapeutic Horticulture, which incorporates nature and wellness and coping mechanisms. Students were able to observe the team in action as they presented this unique modality. The TCG team looks forward to welcoming new students during the next medical rotation and will continue to share the information on the value of therapeutic horticulture.



Above: Fuyu Persimmons; California Native Wildflower – Datura; Last of the summer crop harvest – cherry tomatoes and purple bush beans.



Above: The graph pictured shows the efforts of TCG about outreach and referrals with an overall goal of increasing enrollment and retention.

UPDATE

The clinical team will be incorporating additional treatment groups to meet the needs of clients with severe mental illness and address our staffing shortages. Illness management and recovery groups will be offered to support clients in maintaining their wellness and recovery. The goal would be to offer the group 4 times a week to one hundred clients. In addition to the evidenced based curriculum of illness management and recovery, clients will get an opportunity to get support with basic needs and resources and get individualized recovery and crisis plans.

As part of our Zero Suicide initiative clinical team members during the months of October and November will be completing training in Collaborative Assessment and Management of Suicidality (CAMS), an evidence base suicide specific treatment. This will enable our staff to provide high quality care to clients experiencing suicidal thoughts or behaviors.



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

DATE: November 17, 2021

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

FROM: Seeyam Teimoori, M.D., Medical Director

SUBJECT: Medical Director's Monthly Report

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

IOET Program

- Number of all new outreach= 80
- Number client given intake appointments= 33
- Number of clients opened= 13
- Percentage of clients outreached that are homeless= 72%
- Percentage of clients enrolled this month in formal services that are homeless= 31%

Health Issues/Integrated Care Cases

- Number of initial health assessments completed= 35
- Number of clients linked to Primary Care Physician appointments by the IOET Psychiatric Technician= 32

Supplemental Crisis Calls

- Number of calls received= 10

Service Area

- Pomona= 6
- Laverne= 1
- Claremont=0
- Outside service area= 3

P.A.C.T.

- Number of new individuals added for the month= 27
- Number of holds written for the month= 5 holds
- Number enrolled in formal services for the month= 0
- Number pending intake appointment for the month= 1
- Number referred to IOET this month= 1



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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 continue to meet and here are some highlights from last month.

- The HAPPI Council (Holistic Asian American Pacific Islander) focused on answering questions for service providers on cultural differences in a treatment setting and how mental illness is viewed in the AAPI cultures.
- Transitional Age Youth (TAY) Advisory council is set to host their first meeting on December 15th from 3:30p-4:30p. The group has decided to meet on the 3rd Wednesday of the month from 3:30p-4:30p.
- Participants of ¡Adelante! Hispanic & Latino Wellness Committee shared barriers faced in obtaining mental health support such as immigration, language, distinct gender roles, lack of insurance and misdiagnosis.

All the advisory councils will go dark in December due to the holidays.

COMMUNITY PLANNING PROCESS

During the month of October, stakeholders were invited to complete Tri-City's Community Planning Survey. This online survey is available in both English and Spanish and provides an opportunity for community members and consumers to share their thoughts and concerns regarding mental health support services in the cities of Pomona, Claremont, and La Verne. From these responses, future community workgroups and Tri-City staff will work in collaboration to develop or expand programs and services based on guidelines and funding provided under the Mental Health Services Act.

WORKFORCE EDUCATION AND TRAINING (WET)

As a part of bringing awareness to careers in mental health, WET staff presented at the Claremont High School Career Day on October 13th and shared information about careers in community mental health with over 120 students. Staff also represented Tri-City Mental Health in a career fair on Oct. 29th and Oct. 30th at the Pomona Fairplex for those that supported unaccompanied minors through the program at the Fairplex. Tri-City presented information, gathered resumes, and shared about available positions to over 300 potential applicants across both days.

During the month of October, staff completed 252 trainings over 268 hours during the course of September using the online platform, Relias.

Tri-City's social media reach was as below:

- On Facebook, Tri-City reached 1,202 people
- On LinkedIn, Tri-City reached 52 views
- On Instagram, Tri-City reached 307 people and
- On Twitter, Tri-City made 1,053 impressions.

PREVENTION AND EARLY INTERVENTION – PEI

ACEs Aware Supplemental Trainings continue to be offered to community members and providers within the Tri-City area. The trainings have had a good number of attendees and program staff have received requests to host additional trainings for community organizations. These trainings will continue to be offered twice a month until December.

Tri-City has partnered with Claremont Unified School District to provide a series of webinars for parents and staff which included “BIPOC Mental Health and Caring Connections During COVID 19 Transitions.” These trainings will be offered both in English and Spanish.

Stigma Reduction

There was a Courageous Minds (Tri-City's Speakers' Bureau) meet and greet gathering on October 21st, to touch based with previous Courageous Minds speakers and invite them to an ongoing discussion to finalize a Courageous Minds events for 2022.

Wellness Center

The wellness center hosted a pumpkin patch event in the parking lot on October 28th and was well attended by participants and they were all received a free pumpkin. A group of older adults (aged 60 and above) have requested in person events and as a result the wellness center will be hosting a “Paint and Sip” event in December. Staff are working on the details of the event while keeping social distancing guidelines before creating a flyer with a finalized date.

INNOVATION

On October 20 and 21, Tri-City's Innovation Coordinator hosted two workgroups entitled ***Introduction to Innovation***. These meetings were designed to provide an overview of the Innovation plan and encourage attendees to join Tri-City in developing a new Innovation project. In an effort to increase attendance and promote the Innovation workgroups, an article was featured in La Nueva Voz, a local English/Spanish newspaper, regarding Innovation and the value of participating in this important community collaboration.

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Future workgroups are scheduled for University of La Verne students as well as youth at the San Gabriel Valley Conservation Corps.

In addition, a new webpage has been added to the Tri-City website specifically for Innovation. This webpage will serve as a central hub for information and announcements related to existing and future Innovation projects. Currently, a video of the most recent workgroup, Introduction to Innovation, is posted and available for viewing. There is also an Innovation Idea Survey posted which will provide community members and stakeholders with a portal for sharing new ideas to be considered for future Innovation Plans.



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DATE: November 17, 2021

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

FROM: Natalie Majors-Stewart, Chief Compliance Officer

SUBJECT: Monthly Best Practices Report

MENTAL HEALTH SERVICES ACT (MHSA) PROGRAM AUDIT RESULTS

The Department of Health Care Services (DHCS) conducted a program review (audit) of Tri-City's Mental Health Services Act (MHSA) Program during July – September 2021. The program review was immediately followed by an exit teleconference and then in with the official Performance Contract Review Report (PCR), in November 2021, which detailed the findings of the review.

Tri-City performed well in the program review and the overall audit result was favorable. The auditors were pleased with the presentation of MHSA programming and with the information provided. Auditors specifically commented positively on how Tri-City was able to quickly transition operations during the COVID-19 pandemic. Additionally, the auditors commented positively on the innovative creativity of Tri-City Wellness Center programming. Lastly the auditors remarked that Tri-City MHSA plans, budgets, and outcomes reports were all well prepared. Although the outcome of the audit was favorable, the auditors did notate four findings (below):

- **Finding #1:** Tri-City's adopted FY 2019-20 Annual Update did not include a description of how stakeholder involvement demonstrates a partnership with constituents and stakeholders throughout the process that includes meaningful stakeholder involvement on: mental health policy, monitoring, quality improvement, evaluation, and budget allocations. (WIC Code (W&I) § 5848).
- **Finding #2:** Tri-City did not provide an estimate of the number of clients, in each age group, to be served in the Full-Service Partnership (FSP) service category in the adopted FY 2019-20 Update. Tri-City provided an estimate of the number of clients to be served for FY 2018-19 in the adopted FY 2019-20 Update, but not an estimate for FY 2019-20. (CCR, title 9, § 3650(a)(3)).
- **Finding #3:** Tri-City did not specify the methods and activities to be used in each of their Stigma and Discrimination Reduction Programs; to change attitudes, knowledge, and/or behavior regarding being diagnosed with mental illness, having mental illness and/or seeking mental health services, including timeframes for measurement and collected data in the adopted FY 2019-20 Update. Specifically, Tri-City included the outcomes but did not include a description of methods and activities used. (CCR, title. 9, §§ 3750(d), 3755(f)(3)).

- Finding #4: Tri-City did not dedicate at least 51% of the PEI funds to serve individuals 25 years old or younger per the FY 2019-20 Annual Revenue and Expenditure Report. (CCR, title 9, § 3706(b)).

A Plan of Correction (POC) is required for all four findings, which is currently in development and will be submitted to DHCS by the deadline.

DATA AND OUTCOMES

The Quality Improvement Team wrapped up annual performance measure reporting for FY2020/2021. The goal of the annual performance measure process is to ensure continuous quality improvement across the Tri-City System of Care. Highlighted below are a few notable outcomes from selected programs:

Supplemental Crisis Services – After-Hour Crisis Services

During FY 20-21, the program received 244 after-hour crisis calls (which an 112% increase from the previous year). Even with a record number of crisis calls for the year, program staff continued to demonstrate the ability to decrease the level of distress for callers (1 mild and 10 severe). The mean level of caller distress decreased from 3.94 at the beginning of call, to 2.52 at the end of the call.

Community Mental Health Trainings (CMHT)

The CMHT program was able to conduct and present to more community members during FY 20-21 than previous fiscal years. The program trained 1,067 community members across a wide range of mental health topics in 57 conducted trainings. Significant ratings from participants include: 84% of participants reported feeling confident in using or applying the skills learned in the training. Additionally, 97% of participants reported that they would recommend the training to others. The CMHT program has outreached and trained various audience types (i.e. schools, health agencies, mental health agencies). The trainings provided help support the Tri-City community with increasing access to mental health services and helping agencies better support the community members that they serve.

Early Psychosis

One component of the Early Psychosis program is training and stigma reduction. Even with the challenges of the COVID19 pandemic, there were 109 people who attended an Early Psychosis training during the last fiscal year. Positive ratings from attendees include: 94% reported that they 'understood the symptoms of early psychosis' and 94% agreed that they were 'provided with new and useful resources'. An additional 89% agreed that 'their belief that people with early psychosis can recover' increased as a result of the training and 87% agreed that they would 'reach out to Tri-City, if they suspected someone had a mental health challenge'.



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Toni Navarro, LMFT, Executive Director

FROM: Ken Riomales, Chief Information Officer

SUBJECT: Monthly Information Technology Report

HIGH PRIORITY PROJECTS (BUT NOT EXCLUSIVE) UNDER THE PURVIEW OF I.T.

UniteUs Implementation

System is currently live and in use at Tri-City. Both our Community Navigators and Access to Care teams are currently using the system. A post go-live assessment will be conducted approximately 30 days after go-live.

Cerner Implementation

Currently underway. The project has an anticipated go-live of June 2022.

I.T. Security Assessment

Project has officially begun. Estimated duration is 6-8 weeks.

I.T. OPERATIONS UPDATE

I.T. Specialist II opening - I.T. continues to work with HR to identify and interview viable candidates for the open position.