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Tri-City Mental Health Authority
Administration Office
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Founded by Pomona, Claremont, and La Verne
in 1960



Jed Leano (Claremont), Chair
Robin Carder (La Verne), 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, MARCH 16, 2022

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.

Please click the link below to join the meeting:

<https://tricitymhs-org.zoom.us/j/92681181987?pwd=MG1nYWw6Ymg3LzZORWc4NWIBYVZiZz09>
Passcode: t@A=X1.U

Or Telephone: 1-213-338-8477

Webinar ID: 926 8118 1987

Passcode: 42975391

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 by using the 'raised hand' feature, or by calling in, if they wish to address a particular agenda item or to make a general comment on a matter within the subject matter jurisdiction of the Governing Board. 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 Leano 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 Carder; and Chair Leano.

POSTING OF AGENDA

The Agenda is posted 72 hours prior to each meeting at the following Tri-City locations: Clinical Facility, 2008 N. Garey Avenue in Pomona; Wellness Center, 1403 N. Garey Avenue in Pomona; Royalty Offices, 1900 Royalty Drive #180/280 in Pomona; MHSA Office, 2001 N. Garey Avenue in Pomona; and on the Tri-City’s website: <http://www.tricitymhs.org>

CONSENT CALENDAR

1. CONSIDERATION OF RESOLUTION NO. 637 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. 637 finding and declaring that it is unsafe to meet in person during the proclaimed state of emergency as a result of the continued threat of COVID-19, and authorizes the Interim Executive Director, or his designee, to continue utilizing teleconferencing accessibility to conduct the Authority’s public meetings pursuant to Government Code § 54953.”

2. APPROVAL OF MINUTES FROM THE FEBRUARY 16, 2022 GOVERNING BOARD REGULAR MEETING

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of February 16, 2022.”

3. CONSIDERATION OF RESOLUTION NO. 638 ESTABLISHING THE TRI-CITY MENTAL HEALTH AUTHORITY SUPPLEMENTAL PAID SICK LEAVE OF 2022 POLICY NO. I.24 EFFECTIVE RETROACTIVE TO JANUARY 1, 2022

Recommendation: “A motion to adopt Resolution No. 638 establishing the Authority’s Supplemental Paid Sick Leave of 2022 Policy and Procedure No. I.24 effective retroactive to January 1, 2022.”

NEW BUSINESS

4. CONSIDERATION OF RESOLUTION NO. 639 ADOPTING REVISED CLASSIFICATION AND SALARY SCHEDULE REFLECTING A 5% EQUITY ADJUSTMENT PAYROLL INCREASE FOR ALL CLASSIFICATIONS EFFECTIVE MARCH 7, 2022

Recommendation: “A motion to adopt Resolution No. 639 authorizing a 5% equity adjustment increase to payroll for all classifications as reflected in the revised Classification and Salary Schedule for Tri-City Mental Health Authority effective March 7, 2022.”

5. **CONSIDERATION OF RESOLUTION NO. 640 ADOPTING A REVISED SALARY RANGE FOR CLINICAL THERAPIST I/II AND CLINICAL SUPERVISOR I/II POSITIONS; AND ESTABLISHING THE AUTHORITY’S MASTER CLASSIFICATION AND SALARY SCHEDULE TO REFLECT THIS CHANGE EFFECTIVE MARCH 7, 2022**

Recommendation: “A motion to adopt Resolution No. 640 authorizing a revised Salary Range for Clinical Therapist I/II and Clinical Supervisors I/II positions as reflected in the Master Classification and Salary Schedule for Tri-City Mental Health Authority effective March 7, 2022.”

6. **CONSIDERATION TO SUSPEND THE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF CLAREMONT FOR PSYCHIATRIC ASSESSMENT AND CARE TEAM (PACT) COMMUNITY RESPONSE SERVICES**

Recommendation: “A motion to approve suspending the Memorandum of Understanding with the City of Claremont to suspend the PACT program; and authorize the Interim Executive Director to give notice to the City of Claremont and to relocate TCMHA staff, currently stationed at the Claremont Police Department, to MHSA building at 2001 N. Garey Avenue in Pomona.”

7. **CONSIDERATION OF RESOLUTION NO. 641 APPROVING SUBCONTRACT AGREEMENT NO. 7460-CA MOBILE CRISIS-TRICITY-01 WITH ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP) FOR BEHAVIORAL HEALTH MOBILE CRISIS AND NON-CRISIS SERVICES (MOBILE CRISIS) PROJECT NO. 21-10349 WITH THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES; AND AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY AMENDMENTS THEREAFTER**

Recommendation: “A motion to adopt Resolution No. 641 approving Subcontract Agreement No. 7460-CA MOBILE CRISIS-TRICITY-01 with AHP for Behavioral Health Mobile Crisis and Non-Crisis Services Project No. 21-10349 with the CA DHCS, and authorizing the Interim Executive Director to execute the agreement and any amendments thereafter.”

8. **CONSIDERATION OF RESOLUTION NO. 642 APPROVING GRANT AGREEMENT NO. 21MHSOAC061 IN THE AMOUNT OF \$3,820,932.00 FOR MENTAL HEALTH STUDENT SERVICES ACT (MHSSA) WITH THE MENTAL HEALTH SERVICES AND OVERSIGHT AND ACCOUNTABILITY COMMISSION (MHSOAC); AND AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY AMENDMENTS THEREAFTER**

Recommendation: “A motion to adopt Resolution No. 642 approving Grant Agreement No. 21MHSOAC061 in the amount of \$3,820,932.00 for MHSSA with the MHSOAC, and authorizing the Interim Executive Director to execute the agreement and any amendments thereafter.”

9. **CONSIDERATION OF RESOLUTION NO. 643 AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH OCTOPOD SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED \$60,000 FOR THE DEVELOPMENT OF A STRATEGIC IMPLEMENTATION OF A MENTAL HEALTH STUDENTS SERVICES ACT (MHSSA) PROJECT FOR TRI-CITY MENTAL HEALTH AUTHORITY (TCMHA)**

Recommendation: “A motion to adopt Resolution No. 643 Authorizing the Interim Executive Director to execute an Agreement with Octopod Solutions, Inc. for the development of a MHSSA Project for TCMHA in an amount not to exceed \$60,000.”

10. **CONSIDERATION OF RESOLUTION NO. 644 AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH OCTOPOD SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED \$70,000 FOR THE DEVELOPMENT OF A STRATEGIC IMPLEMENTATION OF INTERVENTION CRISIS CARE MOBILE UNITS (CCMU) FOR TRI-CITY MENTAL HEALTH AUTHORITY (TCMHA)**

Recommendation: “A motion to adopt Resolution No. 644 Authorizing the Interim Executive Director to execute an Agreement with Octopod Solutions, Inc. for the development of Intervention CCMU for TCMHA in an amount not to exceed \$70,000.”

MONTHLY STAFF REPORTS

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

Recommendation: “A motion to receive and file the month of March 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 using the ‘raised hand’ feature, or by calling-in, if they wish to make a general comment on a matter within the subject matter jurisdiction of the Governing Board. The public can also make a comment before the meeting 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 next Regular Meeting of the **Governing Board** will be held on **Wednesday, April 20, 2022 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**

DATE: February 16, 2022

TO: Governing Board of Tri-City Mental Health Authority

FROM: Jesse H. Duff, Interim Executive Director

BY: Mica Olmos, JPA Administrator/Clerk

SUBJECT: Consideration of Resolution No. 637 Authorizing the Implementation of Teleconferencing Requirements during a Proclaimed State of Emergency Under Government Code Section 54953 (AB 361)

Summary:

On Tuesday, March 1, 2022, the California Department of Public Health (CDPH) relaxed the masking requirement for unvaccinated individuals; however, it did not lift the state of emergency. The following day, Cal-OSHA announced its intent to mirror CDPH's recommendations except in certain industries, such as healthcare settings. Per Cal-OSHA regulations, masking and 6-foot physical distancing will continue to be required in healthcare settings until further notice. Accordingly, Tri-City Mental Health Authority must follow Cal-OSHA requirements.

Therefore, TCMHA will continue to hold virtual meetings per Assembly Bill No. 361 (AB 361) enacted on September 16, 2021, which amended the Brown Act by waiving certain provisions regarding teleconferencing; and effectively authorizing public agencies 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.

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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.

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.

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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 buildings and website.

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 or by using the 'raised hand' feature) and in writing (in the 'chat' and 'Q & A' options.)

Funding:

None required.

Recommendation:

Staff recommends that the Governing Board approve and adopt Resolution No. 637 finding and declaring that it is unsafe to meet in person during the proclaimed state of emergency as a result of the continued threat of COVID-19, and authorizes the Interim Executive Director, or his designee, to continue utilizing teleconferencing accessibility to conduct the Authority's public meetings pursuant to Government Code § 54953.

Attachments:

Attachment 1-A: Resolution No. 637 - DRAFT

RESOLUTION NO. 637

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE INTERIM 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), which will sunset on January 1, 2024.

D. The Interim Executive Director or his 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 is unsafe to meet in person during the proclaimed state of emergency as a result of the continued threat of COVID-19, and authorizes the Interim Executive Director, or his designee, to continue utilizing teleconferencing accessibility to conduct the Authority’s public meetings pursuant to Government Code § 54953.

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3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on March 16, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA OLMOS, RECORDING SECRETARY

By: _____

By: _____

DRAFT



MINUTES

REGULAR MEETING OF THE GOVERNING BOARD FEBRUARY 16, 2022 – 5:00 P.M.

The Governing Board held on Wednesday, February 16, 2022 at 5:00 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 Chair Leano called the meeting to order at 5:00 p.m.

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

GOVERNING BOARD

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

ABSENT: None.

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

CONSENT CALENDAR

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

1. CONSIDERATION OF RESOLUTION NO. 635 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. 635 finding and declaring that it is unsafe to meet in person during the proclaimed state of emergency as a result of the continued threat of COVID-19, and authorizes the Interim Executive Director, or his designee, to continue utilizing teleconferencing accessibility to conduct the Authority’s public meetings pursuant to Government Code § 54953.”

2. APPROVAL OF MINUTES FROM THE JANUARY 19, 2022 GOVERNING BOARD REGULAR MEETING

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of January 19, 2022.”

NEW BUSINESS

3. CONSIDERATION OF RESOLUTION NO. 636 APPROVING A CLINICAL AFFILIATION AGREEMENT FOR STUDENT INTERNSHIPS WITH THE SIMMONS UNIVERSITY THROUGH ITS DEPARTMENT OF SOCIAL WORK, AND AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY AMENDMENTS THEREAFTER

Chief Clinical Officer Renteria reported that this resolution will authorize an agreement with Simmons University which will allow Tri-City to provide a practical site and train student interns from the Master of Social Work Program, noting that they will engage in learning activities and will provide additional mental health services to the Community; that a clinical Supervisor will assist them in their role and mean the learning objective, as well as helping them manage the case that they will work with at Tri-City Mental Health Authority. She added that this also is an opportunity to prepare the workforce that we need so desperately need at this time.

Board Member Lantz stated that she was not familiar with Simmons University and inquired where it is located. Chief Clinical Officer Renteria replied it was a private university located in Boston, Massachusetts. Governing Board Member Lantz recommended to include information in the agenda report about the universities which Tri-City will be teaming with, expressing concern about on-line universities that are being disallowed. Chief Clinical Officer Renteria that Simmons University is accredited by the Council on Social Work Education, and that she will include this information in future reports.

Board Member Vera commented that typically these are local students who are simply studying back east, but have lived nearby or have some understanding of Tri-City and want to have their internship through Tri-City, which is very good for us.

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

There being no further comment, Board Member Vera moved, and Board Member Ontiveros-Cole seconded, to adopt Resolution No. 636 approving a Clinical Affiliation Agreement with Simmons University, and authorizing the Interim Executive Director to execute the agreement and any amendments thereafter. The motion was carried by the following vote: AYES: Board Members Cockrell, Lantz, Nolte, Ontiveros-Cole, and Vera; Vice-Chair Carder; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: None.

MONTHLY STAFF REPORTS

4. JESSE H. DUFF, INTERIM EXECUTIVE DIRECTOR REPORT

Interim Executive Director Duff reported that after a very robust outreach program, Wendy Brown Creative Partners (WBCP) is ready to launch the recruitment, noting that she has had discussions with the Governing Board Ad Hoc Committee, as well as the other individuals on the Board; has had conversations with the executive team, and two or three key staff members that are not part of the executive team, but still play an important role at Tri-City, and several stakeholders in the community; that a draft of recruitment brochure has been circulated to Governing Board members, and this Friday is the deadline to submit any changes or suggestions; that the recruitment process will begin on February 24th and close on March 24th; that a shortlist meeting between the Board and WBCP will take place on 4/7; that 4/28 will be the first day of interviews; and it is anticipated that the Board can select a successful Candidate by May 3rd. He then reported that some of the concerns about staffing at the clinic have been mentioned before from the executive team from the past several months, pointing out that the Governing Board has already taken several steps to solve that problem; however, Tri-City is still short of clinical staff. Accordingly, staff wants to be able to retain our staff and at the same time attract more applicants to fill the vacant positions; thus, the classification and compensation study authorized by the Board approximately eighteen months ago, will be presented for approval in March which is the first phase of that classification and salary study, and noted that this will help go a long way towards solving some retention and attraction of clinical staff. He then stated that approximately one year ago Tri-City entered into a Memorandum of Understanding with the City of Claremont for the Psychiatric Assessment and Care Team (PACT) Program, and explained that under this program two Tri-City staff members are stationed at the Claremont Police Department; that the program is very valuable and very successful; that because the nature of the program and its close affiliation with the Claremont Police Department memorialized in the MOU, Tri-City's additional insurance coverage is fairly expensive; that Tri-City staff, the Claremont City Manager and his team, Tri-City's attorney, and Claremont City Attorney are working through some possible solutions, and expressed hope in being able to provide good news at the March meeting. He then reported that Tri-City has been awarded a competitive grant through the Mental Health Services Oversight and Accountability Commission (MHSOAC), under the American Rescue Act and will provide more information at the March meeting.

Chief Clinical Officer Renteria added that this is really great news for Tri-City, pointing out that the grant is Mental Health Student Services Act funding which will allow Tri-City, in collaboration with its community partners, to provide additional mental health services for children, youth, and young adults that are students of local schools; that the first phase is dedicated to planning; and that stakeholders are going to be involved to get their input and work together on how to best use the funds of under \$4 million over four years. She then acknowledged Debbie Johnson and Trevor Bogle for helping her with the writing of the grant.

Board Member Vera inquired if other counties will also going to receive this grant funding or just a select number of agencies. Chief Clinical Officer Renteria replied that there are other counties that will receive funding; however, the funding was competitive and not all will receive it. Board Member Vera congratulated staff.

Board Member Cockrell inquired if the support under the grant will be administered at the school sites or at Tri-City. Chief Clinical Officer Renteria indicated that the grant requires that the services are community based. Board Member Cockrell stated that she would like to be part of that process.

5. DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT

Chief Financial Officer Acosta reported that theres still not a lot of information regarding CalAim other than they have asked us to provide some costs information; that finance staff is currently working on completing the MHSA budget, as well as the annual operating budget over the next couple of months.

Board Member Vera inquired if CalAIM was going to affect only the services we are providing through MediCal or also services provided through the Mental Health Services Act. Chief Financial officer Acosta replied only MediCal. Board Member Vera further inquired if she had any idea how this was going to affect Tri-City's finances and cash flow. Chief Financial Officer Acosta stated that it is a little too early to tell, noting that it will be a fee for service and indicated that the difference is that now the fee for service will reimburse for costs, whereas in the future they are coming up with a cost rates, on other words, a menu of fees.

Board Member Lantz referred to the capital projects listed under the Chief Financial Officer's report and expressed being surprised that there were couple of projects that were approved a year or two ago, and they are still in the planning stages and inquired about the reason it is taking so long to plan. Chief Financial Officer Acosta stated that a big part of the planning stage is getting plans approved by the City, noting that it has been a lot of 'back and forth.' Board Member Lantz then expressed concern about taking two years to plant a garden and asked staff to find out the reason for the delay and notify the Board. Chief Financial Officer Acosta replied in the affirmative.

6. LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT

Chief Clinical Officer Renteria stated she wanted to continue the conversation about the staffing shortages that Tri-City is experiencing; that she wanted to discuss the actions that staff has taken at this point to continue to meet the needs of the community as much as possible; she sadly reported that Tri-City is not unique in our situation of just having an exodus from the mental health profession. She then discussed intervention services; the streamlining of some documentation processes which frees up clinical staff to dedicate more time to direct client care; centralized scheduling pilot; streamlining the intake process; revisiting and doing a complete emphasis on our team-based approach to care in coordination with all of our other services Wellness Center and housing; co-occurring support teams; and continuing to offer telehealth. She then stated that our current salary structure is not as competitive as other agencies and people withdraw their interest in working with us because they can do this work elsewhere with a higher salary; and expressed being encouraged with the new clinical compensation proposal that will be provided in March which will help Tri-City to be more competitive.

Board Member Cockrell inquired about funding approved by the Board for getting school loans taken care of for incoming clinicians. Director of MHSA and Ethnic Services Hundal stated that staff was meeting on the 28th for final decisions; that applications were going to start being accepted beginning in April, noting that the year for the loan forgiveness program will start in July, noting that staff is moving as fast as they can with the limited staff available, but this is become urgent, and they are making sure that everything is in place before July begins.

7. SEEYAM TEIMOORI, MEDICAL DIRECTOR REPORT

Medical Director Dr. Teimoori stated that in addition to statistic of the services provided, he included some of the many success stories in the context of whole person care and also family and trauma center care that Tri-City provides to the Community.

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

Director of MHSA & Ethnic Services Hundal reported that this is a month to celebrate the accomplishments of Black or African American Community and Tri-City has been highlighting various Black authors, as well as Black businesses locally. She then announced that the Community Services and Supports Workgroup was taking place tomorrow, at 10 o'clock; that PEI workgroup is also meeting tomorrow at 4:00 pm; and that the Stakeholder Meeting will be held on February 24th at 5:30 pm; and explained what would be discussed at each meeting. She then said that Tri-City's loan forgiveness program is for all employees, noting that they do not have to be clinicians; that there is another loan forgiveness program for clinicians through our regional partnership with the 10 other southern counties, pointing out that this program is already taking place right now and we are accepting applications for individuals that are interested in this loan forgiveness program which is paying them up \$7,500 after one full year commitment; that the applications are being assessed by CalMHSA to keep it neutral for all the counties and to make sure that all the counties have a fair chance of this loan forgiveness Program. She then reported that Tri-City had its information night for Community Wellbeing Grants on February 1st; that 29 Community Members attended; that Tri-City will be celebrating Green Ribbon Week from March 14 until 18th with the theme of #TalkToHeal which is in line with a stigma reduction campaign; that the goal is always to have zero stigma towards mental illness; that the creative minds art gallery is accepting virtual art; that it is time to have a new Innovation Plan, noting that stakeholders are talking about Psychiatric Advanced Directive (PADs), which will help educate our clients on getting a psychiatric advanced directive.

Discussion ensued regarding the approval process and requirements for Innovation Plans.

9. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT

Chief Compliance Officer Majors-Stewart stated that we are in the process over February and probably in through March of administering an agency-wide safety survey and the goal of the survey is to get really critical feedback from our workforce members on their perceptions and their priorities regarding workplace safety, which will help in terms of making policies strategic planning training.

10. KEN RIOMALES, CHIEF INFORMATION OFFICER REPORT

Chief Information Officer Riomales provided an update on the Cerner implementation, noting that we are on time, on track, and doing very well; and that there has been lot of positive feedback. He then praised the HR core team, and Chief Compliance Officer Majors-Stewart for all the work they have been doing. He then reported that he received the final report on the security audit or security assessment; that staff has begun immediate remediation for any items that have been identified as deficient or possibly requiring or needing additional improvement; that regarding CalAIM there are some technical requirements, most notably in the form of data exchange that it does need to vet out for that program, noting that staff is in active in the conversation.

Vice-Chair Carder indicated she was concerned about the security and safety assessment because there is so much confidential information on Tri-City's site; and pointed out that she was glad that Chief Information Officer Riomales was working with other organizations for clarity.

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

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

GOVERNING BOARD COMMENTS

Board Member Nolte expressed gratitude for the people that helped with writing a grant which the City of Pomona submitted on Friday, the CalVIP grant for violence in intervention and prevention; that it was a competitive grant; that it involves evidence based approaches to stopping homicide and shooting; that he found out about the due date late, but decided to make a push in the City to get the grant which is a matching grant; that Tri-City was able to help with matches that enabled us to apply for all the funding that they needed; and said it was just really moving for him and heartening to see it all come together so quickly, and added that they have a really good chance to get the funding.

Board Member Lantz thanked Board Member Nolte for getting everybody's attention after he found out about the due, pointing out that this would not had been possible without his positive intervention.

Chair Leano thanked Interim Executive Director Duff for talking about the work that Claremont has been doing to make sure that we continue to develop the PACT Program; he expressed how critical the PACT program is to Claremont and how it is a model for interagency cooperation on the front lines of mental health issues; and said he hoped that staff can come back next month with some solutions on how to address the current issue. He then stated that there is no question that behavioral health agencies are being impacted by staffing shortages, and also just a lack of qualified applicants entering into the pool; and pointed SB 964 currently in front of the State Senate which would offer stipends to students at California public universities, who later on, go on to work in behavioral health at California public health agencies, noting that it would also help accelerate programs for students who are in school right now to enter into masters programs in furtherance of work in clinical behavioral health.

PUBLIC COMMENT

There was no public comment.

ADJOURNMENT

At 5:53 p.m., on consensus of the Governing Board its meeting of February 16, 2022 was adjourned. The next Regular Meeting of the Governing Board will be held on Wednesday, March 16, 2022 at 5:00 p.m., via teleconference due to the COVID-19 pandemic, pursuant to Government Code § 54953.

Micaela P. Olmos, JPA Administrator/Clerk

DRAFT



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

DATE: March 16, 2022

TO: Governing Board of Tri-City Mental Health Authority

FROM: Jesse H. Duff, Interim Executive Director

BY: Kitha Torregano, Human Resources Manager

SUBJECT: Consideration of Resolution No. 638 Establishing the Tri-City Mental Health Authority Supplemental Paid Sick Leave of 2022 Policy and Procedure No. I.24 Effective Retroactive to January 1, 2022

Summary:

On February 9, 2022, Governor Gavin Newsom signed Senate Bill (“SB”) 114 into law, which reauthorized COVID-19 Supplemental Paid Sick Leave (“SPSL”), providing new paid leave entitlements to employees who are unable to work or telework due to a number of qualifying reasons related to COVID-19.

Background:

SB 114 became effective on February 19, 2022 with provided retroactive requirements for paid and unpaid leave associated with COVID-19 on or after January 1, 2022. Tri-City Human Resources staff have drafted the attached Tri-City Mental Health Authority Supplemental Paid Sick Leave of 2022 Policy and Procedure No. I.24 in order to comply with the applicable requirements provided under Labor Code §248.6 and §248.7. The SPSL policy provides definition, policy and procedure for employees requesting leave from work for reasons related to COVID-19. Staff are requesting the adoption of this policy in order to comply with State regulations.

Fiscal Impact:

Costs associated with leave paid leave usage. Some costs will be covered through Tri-City’s Workers Compensation Insurance and may qualify for reimbursement under the American Rescue Plan Act.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 638 establishing the Authority’s Supplemental Paid Sick Leave of 2022 Policy and Procedure No. I.24 effective January 1, 2022.

Attachments

Attachment 3-A: Resolution No. 638-DRAFT

Attachment 3-B: Authority’s SPSL of 2022 Policy and Procedure No. I.24

RESOLUTION NO. 638

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ESTABLISHING THE AUTHORITY'S COVID-19 SUPPLEMENTAL PAID SICK LEAVE OF 2022 POLICY AND PROCEDURE NO. I.24, EFFECTIVE RETROACTIVE TO JANUARY 1, 2022

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

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

A. Tri-City Mental Health Authority ("TCMHA" or "Authority") wishes to establish the COVID-19 Supplemental Paid Sick Leave of 2022 Policy and Procedure No. I.24 to be compliant with California Senate Bill 114 (SB 114).

B. On February 9, 2022, California Governor Gavin Newsom signed SB 114 into law, effectively codifying into Labor Code §248.6 and §248.7 new paid sick leave entitlements for employees who are unable to work or telework due to qualifying reasons related to COVID-19. SB 114 went into effect on February 19, 2022 and provided retroactive requirements for unpaid leave associated with COVID-19 on or after January 1, 2022.

2. Action

The Governing Board approves the Authority's COVID-19 Supplemental Paid Sick Leave of 2022 Policy and Procedure No. I.24, effective retroactive to January 1, 2022.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on March 16, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By:_____

By:_____



POLICY & PROCEDURE

SUBJECT: COVID-19 Supplemental Paid Sick Leave (“SPSL”) of 2022	POLICY NO.: I.24	EFFECTIVE DATE: 01/01/2022	PAGE: 1 of 13
APPROVED BY: Governing Board Executive Director	SUPERCEDES: I.20	ORIGINAL ISSUE DATE: 01/01/2021	RESPONSIBLE PARTIES: Executive Team Human Resources Dept.

1. PURPOSE

1.1 Preamble: On February 9, 2022, Governor Newsom signed Senate Bill (“SB”) 114 into law, which reauthorized COVID-19 Supplemental Paid Sick Leave (“SPSL”), providing new paid leave entitlements to employees who are unable to work or telework due to a number of qualifying reasons related to COVID-19.

1.1.1 The law becomes effective on February 19, 2022 and entitles qualified employees to SPSL retroactive to January 1, 2022 and through September 30, 2022.

1.1.2 Tri-City Mental Health Authority (“Tri-City”) adopted this policy in order to provide its employees the SPSL to which they are entitled under Labor Code sections 248.6 and 248.7. Tri-City will fully and faithfully comply with all relevant and applicable requirements under the Labor Code.

1.2 Compliance: Tri-City will fully and faithfully comply with Labor Code sections 248.6 and 248.7 in its administration of this policy.

2. DEFINITIONS

2.1 “Child” means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands *in loco parentis*. This definition of a child is applicable regardless of age or dependency status.

2.2 “Covered Employee” means any Tri-City employee who is unable to work or telework for Tri-City for one or more of the reasons related to COVID-19 as set forth in this policy.

2.3 “COVID-19 Supplemental Paid Sick Leave” or “SPSL” means paid sick leave pursuant to Labor Code sections 248.6 and 248.7.

2.4 “Family Member” means any of the following:

2.4.1 A “child”, as defined above.

2.4.2 A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood *in loco parentis* when the employee was a minor child.

2.4.3 A spouse.



POLICY & PROCEDURE

SUBJECT: COVID-19 Supplemental Paid Sick Leave ("SPSL") of 2022	POLICY NO.: I.24	EFFECTIVE DATE: 01/01/2022	PAGE: 2 of 13
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2.4.4 A registered domestic partner.

2.4.5 A grandparent.

2.4.6 A grandchild.

2.4.7 A sibling.

3. POLICY

3.1 Policy Statement:

This policy is intended to provide all eligible and qualified Tri-City employees with SPSL to which they are entitled under Labor Code sections 248.6 and 248.7.

The following policy sets forth certain rights and obligations regarding this leave.

3.2 Scope of Coverage:

This policy will apply to all Covered Employees employed by Tri-City.

3.3 Effective Dates:

3.3.1 The policy is effective immediately upon adoption, and the paid leave benefits provided herein shall be retroactive to January 1, 2022.

3.3.2 SPSL benefits expire on September 30, 2022, except that Tri-City will provide a Covered Employee who is on SPSL at the time of the expiration of such benefits the full amount of SPSL to which the Covered Employee would otherwise be entitled.

3.3.3 Unless the underlying law is extended, this policy will expire by operation of the law on September 30, 2022, except that certain Covered Employees may continue to use SPSL after that date as described above.

3.4 Eligibility for SPSL:

All Tri-City Covered Employees are eligible for SPSL if they are unable to work or telework for one or more of the enumerated reasons related to COVID-19 as set forth in this policy.

3.5 Qualifying Reasons for SPSL:

A Covered Employee qualifies for SPSL if they are unable to work or telework for one or more of the following reasons:



POLICY & PROCEDURE

SUBJECT: COVID-19 Supplemental Paid Sick Leave ("SPSL") of 2022	POLICY NO.: I.24	EFFECTIVE DATE: 01/01/2022	PAGE: 3 of 13
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- 3.5.1** The employee is subject to a quarantine or isolation period related to COVID-19 as defined by an order or guidelines of the State Department of Public Health ("CDPH"), the federal Centers for Disease Control and Prevention ("CDC"), or a local health officer who has jurisdiction over the workplace;
- 3.5.2** The employee has been advised by a health care provider to self-quarantine due to COVID-19;
- 3.5.3** The covered employee is attending an appointment for themselves or a family member to receive a vaccine or vaccine booster for protection against COVID-19;
- 3.5.4** The covered employee is experiencing symptoms, or caring for a family member experiencing symptoms, related to a COVID-19 vaccine or vaccine booster that prevent the employee from being able to work or telework;
- 3.5.5** The covered employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis;
- 3.5.6** The covered employee is caring for a family member who:
 - 3.5.6.1** is subject to CDPH, CDC, or local health officers order or guidance to isolate or quarantine, or
 - 3.5.6.2** has been advised by a health care provider to isolate or quarantine;
- 3.5.7** The covered employee is caring for a Child whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises; or
- 3.5.8** The covered employee, or a family member for whom the covered employee is providing care, tests positive for COVID-19.
 - 3.5.8.1** If an employee requests SPSL for reason 3.5.8, Tri-City may require that the employee provide the positive test result to confirm that the employee qualifies for such leave. Tri-City may also require that the employee provide the family member's positive test result if the employee is requesting leave in order to provide care to a covered family member.
 - 3.5.8.2** Tri-City may also require an employee who has taken SPSL for qualifying reason 3.5.8 to test for COVID-19 on or after day five, following the initial positive test. If Tri-City requires such a test, Tri-City will provide the test at no cost to the employee.



SUBJECT: COVID-19 Supplemental Paid Sick Leave (“SPSL”) of 2022	POLICY NO.: I.24	EFFECTIVE DATE: 01/01/2022	PAGE: 4 of 13
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3.6 Amount of SPSL:

Amount of SPSL for Qualifying Reasons 1 – 7:

- 3.6.1** Leave taken as SPSL is in addition to any other statutory and/or contractual leave to which the employee is otherwise entitled, and which is not specific to COVID-19.
- 3.6.2** *Full-time Covered Employees:* Employees who worked at least 40 hours per week in the two weeks before they take SPSL, or who the employer considers to be full-time employees, are entitled to 40 hours of SPSL for qualifying reasons 3.5.1 through 3.5.7, above.
- 3.6.3** *Part-time Covered Employees* are entitled to SPSL in the following amounts:
 - 3.6.3.1** If the part-time Covered Employee has a normal weekly schedule, the total number of hours the Covered Employee is normally scheduled to work for Tri-City over one week for qualifying reasons 3.5.1 through 3.5.7; or
 - 3.6.3.2** If the part-time Covered Employee works a variable number of hours, the Covered Employee is entitled to 7 times the average number of hours the Covered Employee worked each day for Tri-City in the six (6) months preceding the date the Covered Employee took SPSL. If the Covered Employee has worked for Tri-City fewer than six (6) months, then the employer calculates the average hours worked for the entire employment period and multiplies the daily average by seven. If an employee works variable hours and has only worked for Tri-City seven days or fewer, then the employee receives an amount of SPSL equivalent to the total number of hours worked for the employer.

Amount of SPSL for Qualifying Reason 8:

- 3.6.4** Employees taking additional COVID-19 supplemental paid sick leave under qualifying reason 3.5.8 are entitled to an amount not to exceed that which the employee received under qualifying reasons 3.5.1 through 3.5.7.
- 3.6.5** If a Covered Employee is provided SPSL retroactively for qualifying leave before adoption of this policy, Tri-City will count the retroactive SPSL provided against the SPSL to which the Covered Employee is entitled.
- 3.6.6** For Covered Employees that request retroactive SPSL, Tri-City will request that the employee sign a “COVID-19 Supplemental Paid Sick Leave Acknowledgement,” acknowledging the accuracy of the amount of leave designated retroactively.



POLICY & PROCEDURE

SUBJECT: COVID-19 Supplemental Paid Sick Leave (“SPSL”) of 2022	POLICY NO.: I.24	EFFECTIVE DATE: 01/01/2022	PAGE: 5 of 13
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3.7 Compensation While on SPSL:

Covered Employees are entitled to compensation for SPSL at their regular rate of pay or the employee’s total wages less any overtime premium pay, including pursuant to any Personnel Rules and Regulations provision, subject to a cap of \$511 per day and \$5,110 in the aggregate.

3.8 Employee Notice of SPSL:

Covered Employees must notify Tri-City that they intend to take SPSL. The Covered Employee may provide such notice either orally or in writing to their immediate supervisor.

3.9 Employee Status While on Leave:

Tri-City will compensate Covered Employees who use SPSL according to the manner described in this policy and will otherwise treat Covered Employees who use COVID-19 Supplemental Paid Sick Leave as if they are using paid sick leave according to Tri-City’s Personnel Rules and Regulations, Rule VI. Section 2: Sick Leave.

3.10 Employee Obligations for Requesting Retroactive Payments for Prior Leave that Qualified as SPSL:

3.10.1 Employees are entitled to SPSL retroactive to January 1, 2022.

3.10.2 If Tri-City did not compensate the employee for leave that would otherwise have qualified as SPSL between January 1, 2022 and the effective date of this policy, in an amount equal or greater to what the employee would have been entitled to under this policy, the employee is eligible for a retroactive payment from Tri-City for such leave.

3.10.3 In order to receive payment for such leave, employees must make an oral or written request to be paid for such leave to Tri-City’s Human Resources Department.

3.10.4 For any such retroactive payment, the number of hours of leave corresponding to the amount of the retroactive payment shall count towards the total number of hours of SPSL that the employer is required to provide to the Covered Employee.

4. REFERENCES

4.1 California Labor Code § 248.6 and § 248.7



Employee Request Form for Prospective COVID-19 Supplemental Paid Sick Leave (“SPSL”)

INSTRUCTIONS:

Please complete and return the following form to your immediate supervisor if you are requesting COVID-19 Supplemental Paid Sick Leave (“SPSL”). The immediate supervisor should make note of the requested dates for timecard purposes and forward this form to the Human Resources Department. You may also orally request SPSL through your immediate supervisor by following your Department’s normal procedures for requesting other sick leaves pursuant to Tri-City’s Personnel Rules & Regulations, Rule VI. Section 2: Sick Leave. Supervisors should complete this form on behalf of employees who orally request SPSL and are unable to or decline to complete the form, but meet with the qualifications for SPSL.

For the purposes covered by this form, the term “Family Member” means the employee’s child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling. See Labor Code section 245.5, subsection (c) for additional information.

Employee Name: _____

Date of Request: _____

Qualifying Reasons 1 – 7 (3.5.1 – 3.5.7):

I understand that I am entitled to a certain amount of SPSL for Qualifying Reasons 1 – 7 (as enumerated below) between January 1 through September 30, 2022. I am requesting SPSL for one of these reasons because I am unable to work or telework for that reason. I understand Tri-City will deduct from my SPSL entitlement an amount of SPSL equal to my usage of such leave.

I am requesting SPSL for the following reason:

_____ I am subject to a quarantine or isolation period related to COVID-19 as defined by an order or guidelines of the State Department of Public Health (“CDPH”), the federal Centers for Disease Control and Prevention (“CDC”), or a local health officer who has jurisdiction over the workplace. The government agency that has issued the quarantine or isolation order is: _____ (e.g., state, county, city).

_____ I have been advised by a health care provider to isolate or quarantine due to COVID-19. The name of the health care provider who has advised me to self-quarantine due to concerns related to COVID-19 is: _____.

_____ I am attending an appointment either for myself or a Family Member to receive a vaccine or a vaccine booster for protection against COVID-19. The vaccination appointment is on: _____ (date) at _____ (time).

The Family Member getting vaccinated is: _____.



Employee Request Form for Prospective COVID-19 Supplemental Paid Sick Leave (“SPSL”)

_____ I understand that for each vaccination or vaccine booster, Tri-City limits the total SPSL that I may use to 24 hours unless I provide verification from a health care provider that I am or my Family Member is continuing to experience symptoms related to the COVID-19 vaccine or vaccine booster.

_____ Either I am or a Family Member is experiencing symptoms related to a COVID-19 vaccine or a vaccine booster.

_____ I am experiencing symptoms related to COVID-19 and am seeking a medical diagnosis.

_____ I am caring for a Family Member who is either (1) subject to a CDPH, CDC, or local health officer order or guidance to isolate or quarantine, or (2) who has been advised to isolate or quarantine by a health care provider.

The Family Member I am caring for is: _____
(state the relation of the Family Member for whom you are providing care).

The government agency that issued the quarantine or isolation order is: _____ (e.g., state, county, city).

The name of the health care provider who advised my Family Member to isolate or quarantine due to COVID-19 is: _____.

_____ I am caring for my child whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises of the school or place of care.

The name of the school or place of care that is closed or otherwise unavailable is: _____.

Qualifying Reason 8 (3.5.8):

I understand that I am entitled to a certain amount of SPSL for Qualifying Reason 8 (as enumerated below) between January 1 and September 30, 2022. I am requesting SPSL for this reason because I am unable to work or telework for that reason. I understand Tri-City will deduct from my SPSL entitlement an amount of SPSL equal to my usage of such leave.

I am requesting SPSL for the following reason:

_____ I tested positive for COVID-19, or a Family Member for whom I provide care for tested positive for COVID-19.

The Family Member I provide care for is: _____.

AND

_____ I agree to provide Tri-City documentation of the positive test result from an independent third-party test provider (i.e., Tri-City will not accept self-administered and self-read test results. Further, I understand that Tri-City is not obligated to pay me for this SPSL usage if I fail to provide documentation of the positive test result as provided here.



Employee Request Form for Prospective COVID-19 Supplemental Paid Sick Leave (“SPSL”)

I am requesting SPSL beginning on _____, 2022.

I expect to use SPSL until _____, 2022.

Employee Signature

For Human Resources Use Only:

HR Representative Signature: _____

Date Request Received by Human Resources: _____

COMMENTS/NOTES:



Employee Request Form for Retroactive COVID-19 Supplemental Paid Sick Leave (“SPSL”)

INSTRUCTIONS: Please complete and return the following form to your immediate supervisor if you are requesting COVID-19 Supplemental Paid Sick Leave (“SPSL”) retroactively for leave taken on or after January 1, 2022 and prior to March 16, 2022. You may also orally request retroactive SPSL payments from your immediate supervisor(s). Supervisors should complete this form on behalf of employees who orally request SPSL and are unable to or decline to complete the form, but meet with the qualifications for retroactive SPSL.

For the purposes covered by this form, the term “Family Member” means the employee’s child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling. See Labor Code section 245.5, subsection (c) for additional information.

Employee Name: _____

Date of Request: _____

Request for Leave Credit and Payment for Retroactive SPSL:

_____ I am requesting that Tri-City retroactively provide me SPSL in order to either provide me compensation for unpaid leave that I took or reimburse me for paid leave that I used because I was unable to work or telework for the following reason(s) on or after January 1, 2022 and prior to March 16, 2022:

Qualifying Reasons 1-7:

_____ I was subject to a quarantine or isolation period related to COVID-19 as defined by an order or guidelines of the California Department of Public Health (“CDPH”), the federal Centers for Disease Control and Prevention (“CDC”), or a local health officer who has jurisdiction over the workplace. The government agency that issued the quarantine or isolation order was: _____ (e.g., state, county, city).

I am requesting payment/leave credit for COVID-19 Supplemental Paid Sick Leave that I took for this qualifying reason beginning on _____, 2022 and ending on _____, 2022.

_____ I was advised by a health care provider to isolate or quarantine due to COVID-19. The name of the health care provider who advised me to isolate or quarantine due to COVID-19 is: _____.

I am requesting payment/leave credit for COVID-19 Supplemental Paid Sick Leave that I took for this qualifying reason beginning on _____, 2022 and ending on _____, 2022.



Employee Request Form for Retroactive COVID-19 Supplemental Paid Sick Leave (“SPSL”)

_____ I attended an appointment either for myself or a Family Member to receive a vaccine or a vaccine booster for protection against COVID-19. The vaccination appointment is on: _____ (date) at _____ (time).

The Family Member who was vaccinated is: _____.

I am requesting payment/leave credit for COVID-19 Supplemental Paid Sick Leave that I took for this qualifying reason beginning on _____, 2022 and ending on _____, 2022.

_____ Either I or a Family Member in my care was experiencing symptoms related to a COVID-19 vaccine or a vaccine booster.

I understand that for each vaccination or vaccine booster, Tri-City limits the total SPSL that I may use to 24 hours unless I provide verification from a health care provider that I am or my Family Member is continuing to experience symptoms related to the COVID-19 vaccine or vaccine booster.

I am requesting payment/leave credit for COVID-19 Supplemental Paid Sick Leave that I took for this qualifying reason beginning on _____, 2022 and ending on _____, 2022.

_____ I was experiencing symptoms of COVID-19 and was seeking a medical diagnosis.

I am requesting payment/leave credit for SPSL that I took for this qualifying reason beginning on _____, 2022 and ending on _____, 2022.

_____ I am caring for a Family Member who is either (1) subject to a CDPH, CDC, or local health officer order or guidance to isolate or quarantine, or (2) who has been advised to isolate or quarantine by a health care provider.

The Family Member I am caring for is: _____ (state the relation of the Family Member for whom you are providing care).

The government agency that has issued the quarantine or isolation order is: _____ (e.g., state, county, city).

The name of the health care provider who advised my Family Member to isolate or quarantine due to COVID-19 is: _____.

I am requesting payment/leave credit for SPSL that I took for this qualifying reason beginning on _____, 2022 and ending on _____, 2022.

_____ I was caring for my child whose school or place of care was closed or otherwise unavailable for reasons related to COVID-19 on the premises of the school or place of care. The name of the school or place of care that was closed or otherwise unavailable is: _____.



Employee Request Form for Retroactive COVID-19 Supplemental Paid Sick Leave (“SPSL”)

I am requesting payment/leave credit for SPSL that I took for this qualifying reason beginning on _____, 2022 and ending on _____, 2022.

Qualifying Reason 8:

_____ I tested positive for COVID-19, or a Family Member for whom I provide care tested positive for COVID-19.

The Family Member I provide care for is: _____ (state the relation of the Family Member for whom you are providing care).

AND

_____ I agree to provide Tri-City documentation of the positive test result if I have such documentation.

I am requesting payment/leave credit for SPSL that I took for this qualifying reason beginning on _____, 2022 and ending on _____, 2022.

The dates of your prior leave must lie between January 1, 2022 and March 16, 2022. If the dates for which you are requesting retroactive SPSL are after March 16, 2022, please fill out the “Employee Request Form for Prospective COVID-19 Supplemental Paid Sick Leave”.

Employee Signature

For Human Resources Use Only:

HR Representative Signature

Date Received By HR

COMMENTS/NOTES:



Employee Request Form for Retroactive COVID-19 Supplemental Paid Sick Leave (“SPSL”)

INSTRUCTIONS: Please complete and return the following form to your immediate supervisor after Tri-City has provided you with a calculation of the number of hours of retroactive COVID-19 Supplemental Paid Sick Leave (“SPSL”) to which you are entitled based upon your request for such leave taken on or after January 1, 2022 and prior to March 16, 2022.

Employee Name: _____

Date of Request for Retroactive SPSL: _____

Single Qualifying Leave Period:

Fill out this section *only* if you requested retroactive payment for one continuous period. If you requested SPSL for multiple, non-continuous periods, do not fill out this section, but complete the following section of this form.

I requested SPSL retroactive payment for qualifying reasons that began on _____, 2022 and ended on _____, 2022.

Multiple Qualifying Leave Periods:

Fill out this section if you requested retroactive payment for multiple qualifying periods. Fill out this section for as many qualifying periods as you are seeking retroactive payment.

I requested SPSL retroactive payment for qualifying reasons for the following dates (only fill in as many fields as applicable):

1. Qualifying reasons that began on _____, 2022 and ended on _____, 2022.
2. Qualifying reasons that began on _____, 2022 and ended on _____, 2022.
3. Qualifying reasons that began on _____, 2022 and ended on _____, 2022.
4. Qualifying reasons that began on _____, 2022 and ended on _____, 2022.

On _____ (Insert Date), Tri-City advised me that I was eligible for _____ (Insert Number of Hours) hours of retroactive SPSL, in response to my request for retroactive SPSL payments.

By signing this form, I hereby acknowledge that the number of hours listed above accurately reflects **all** of the time during which I was unable to work or telework between January 1, 2022 and March 16, 2022, for one of the qualifying reasons for SPSL, as listed in the Tri-City’s “Administrative Policy Concerning COVID-19 Supplemental Paid Sick Leave (“SPSL”) under Labor Code Section 248.6.”



Employee Acknowledgement Form for Retroactive Request for COVID-19 Supplemental Paid Sick Leave (“SPSL”)

Once paid for such leave (if such leave was unpaid) or reimbursed for other paid leaves used, I will hereby waive my right to seek further retroactive payments for unpaid SPSL on or after January 1, 2022 and on or before March 16, 2022.

If I have not exhausted my SPSL balance as a result of the above retroactive payment request, I understand that I may still qualify for SPSL in the future.

Date: _____

Employee Signature

For Human Resources Use Only:

HR Representative Signature

Date Received by HR



Tri-City Mental Health Authority
AGENDA REPORT

DATE: March 16, 2022

TO: Governing Board of Tri-City Mental Health Authority

FROM: Jesse H. Duff, Interim Executive Director
Diana Acosta, Chief Financial Officer

BY: Kitha Torregano, Human Resources Manager
Trevor Bogle, Controller

SUBJECT: Consideration of Resolution No. 639 Adopting Revised Classification and Salary Schedule reflecting a 5% Equity Adjustment Payroll Increase for all Classifications Effective March 7, 2022

Summary:

Tri-City is seeking to approve an Equity adjustment to payroll of 5.0% for all classifications effective March 7, 2022 as reflected in the Classification and Salary Schedule.

Background:

In an effort to continue to retain and attract qualified behavioral health professionals in an increasingly difficult recruiting environment, management is recommending an equity adjustment to all classifications. This equity adjustment will be in an effort to remain competitive with the current market conditions which are projecting an overall increase to salaries of 3.5 – 4%. Market conditions are also seeing an increase in CPI of 7.5% (all items index as of January 2022). The equity adjustment will also allow us to get an advance on the forth-coming implementation of the Classification and Compensation study. This equity adjustment will be in lieu of an annual merit step increase in July 2022.

Fiscal Impact:

There will be an increase of approximately \$328 thousand to salaries and wages throughout the remainder of Fiscal Year 2021-22. Management estimates that an overall increase to the existing budget year will not be required at this time due to existing vacancies that are not anticipated to be filled prior to year-end.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 639 to provide an Equity Adjustment of 5.0% for all classifications effective March 7, 2022.

Attachments

Attachment 4-A: Resolution No. 639-DRAFT
Exhibit A: TCMHA Classification & Salaries Schedule FY 2021-22

RESOLUTION NO. 639

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING THE AUTHORITY'S REVISED CLASSIFICATION & SALARY SCHEDULE REFLECTING A 5% EQUITY ADJUSTMENT PAYROLL INCREASE EFFECTIVE MARCH 7, 2022

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

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

A. Tri-City Mental Health Authority ("Authority or TCMHA") desires to revise its Classification & Salary Schedule for Fiscal Year 2021-22, to include a five percent (5%) equity adjustment increase to payroll for all classifications effective March 7, 2022.

B. Resolution No. 628 is superseded by this Resolution No. 639.

2. Action

The Governing Board approves and establishes the Authority's revised Classification and Salary Schedule for Fiscal Year 2021-22 reflecting a 5% equity adjustment increase effective March 7, 2022.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on March 16, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA OLMOS, RECORDING SECRETARY

By:_____

By:_____



**TRI-CITY MENTAL HEALTH AUTHORITY
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE MARCH 7, 2022**

EXHIBIT A

Job Title	Job Classification	Pay Grade	Salary Rate	Salary Range				
				Minimum	25th%	Mid	75th%	Maximum
Housing Wellness Advocate I Master of Social Work (MSW) Intern Wellness Advocate I	Non-Exempt	N1	Annual Monthly Hourly	\$ 32,760.00 \$ 2,730.00 \$ 15.7500	\$ 34,017.98 \$ 2,834.83 \$ 16.3548	\$ 35,275.97 \$ 2,939.66 \$ 16.9596	\$ 36,533.95 \$ 3,044.50 \$ 17.5644	\$ 37,791.94 \$ 3,149.33 \$ 18.1692
Clinical Wellness Advocate I Housing Wellness Advocate II Medical Assistant Program Support Assistant I Wellness Advocate II	Non-Exempt	N2	Annual Monthly Hourly	\$ 34,646.96 \$ 2,887.25 \$ 16.6572	\$ 37,245.68 \$ 3,103.81 \$ 17.9066	\$ 39,844.41 \$ 3,320.37 \$ 19.1560	\$ 42,443.13 \$ 3,536.93 \$ 20.4054	\$ 45,041.85 \$ 3,753.49 \$ 21.6547
Clinical Wellness Advocate II Community Garden Farmer Community Navigator I Facilities Maintenance Technician I Housing Wellness Advocate III Program Support Assistant II Wellness Advocate III	Non-Exempt	N3	Annual Monthly Hourly	\$ 38,112.69 \$ 3,176.06 \$ 18.3234	\$ 40,970.91 \$ 3,414.24 \$ 19.6976	\$ 43,829.14 \$ 3,652.43 \$ 21.0717	\$ 46,687.36 \$ 3,890.61 \$ 22.4458	\$ 49,545.58 \$ 4,128.80 \$ 23.8200
Clinical Wellness Advocate III Community Navigator II Human Resources Assistant Mental Health Worker Program Support Assistant III	Non-Exempt	N4	Annual Monthly Hourly	\$ 41,923.27 \$ 3,493.61 \$ 20.1554	\$ 45,067.52 \$ 3,755.63 \$ 21.6671	\$ 48,211.76 \$ 4,017.65 \$ 23.1787	\$ 51,356.01 \$ 4,279.67 \$ 24.6904	\$ 54,500.25 \$ 4,541.69 \$ 26.2020
Facilities Maintenance Technician II Program Support Assistant IV Psychiatric Technician I Residential Services Coordinator	Non-Exempt	N5	Annual Monthly Hourly	\$ 46,115.60 \$ 3,842.97 \$ 22.1710	\$ 49,574.41 \$ 4,131.20 \$ 23.8339	\$ 53,033.22 \$ 4,419.44 \$ 25.4967	\$ 56,492.04 \$ 4,707.67 \$ 27.1596	\$ 59,950.85 \$ 4,995.90 \$ 28.8225
Human Resources Technician Psychiatric Technician II Mental Health Specialist	Non-Exempt	N6	Annual Monthly Hourly	\$ 50,727.73 \$ 4,227.31 \$ 24.3883	\$ 54,532.26 \$ 4,544.35 \$ 26.2174	\$ 58,336.78 \$ 4,861.40 \$ 28.0465	\$ 62,141.30 \$ 5,178.44 \$ 29.8756	\$ 65,945.82 \$ 5,495.49 \$ 31.7047
Administrative Assistant Facilities Maintenance Technician, Senior Senior Mental Health Specialist Information Technology Specialist I Psychiatric Technician III	Non-Exempt	N7	Annual Monthly Hourly	\$ 55,800.05 \$ 4,650.00 \$ 26.8269	\$ 59,985.16 \$ 4,998.76 \$ 28.8390	\$ 64,170.28 \$ 5,347.52 \$ 30.8511	\$ 68,355.40 \$ 5,696.28 \$ 32.8632	\$ 72,540.52 \$ 6,045.04 \$ 34.8752
Mental Health Specialist Coordinator	Non-Exempt	N8	Annual Monthly Hourly	\$ 61,379.82 \$ 5,114.98 \$ 29.5095	\$ 65,983.31 \$ 5,498.61 \$ 31.7227	\$ 70,586.79 \$ 5,882.23 \$ 33.9360	\$ 75,190.28 \$ 6,265.86 \$ 36.1492	\$ 79,793.76 \$ 6,649.48 \$ 38.3624
Accountant Certified Substance Abuse Counselor Communications Coordinator Field Capable CSW I Program Support Supervisor	Exempt	S2	Annual Monthly Hourly	\$ 55,040.01 \$ 4,586.67 \$ 26.4615	\$ 61,919.86 \$ 5,159.99 \$ 29.7692	\$ 68,799.72 \$ 5,733.31 \$ 33.0768	\$ 75,679.58 \$ 6,306.63 \$ 36.3844	\$ 82,559.43 \$ 6,879.95 \$ 39.6920
Information Technology Specialist II	Non-Exempt	N9	Annual Monthly Hourly	\$ 67,517.77 \$ 5,626.48 \$ 32.4605	\$ 72,581.66 \$ 6,048.47 \$ 34.8950	\$ 77,645.56 \$ 6,470.46 \$ 37.3296	\$ 82,709.23 \$ 6,892.44 \$ 39.7641	\$ 87,773.12 \$ 7,314.43 \$ 42.1986
Accountant, Senior Clinical Therapist I Community Capacity Organizer Community Mental Health Trainer Field Capable CSW II Housing Supervisor Human Resources Analyst Medication Support Services Supervisor MHSA Wellbeing Specialist Nurse Practitioner I Program Analyst I Compliance Administrator Diversity & Inclusion Coordinator Quality Improvement Specialist I	Exempt	S3	Annual Monthly Hourly	\$ 59,537.96 \$ 4,961.50 \$ 28.6240	\$ 68,468.72 \$ 5,705.73 \$ 32.9177	\$ 77,399.47 \$ 6,449.96 \$ 37.2113	\$ 86,330.22 \$ 7,194.18 \$ 41.5049	\$ 95,260.97 \$ 7,938.41 \$ 45.7985
	Non-Exempt	N10	Annual Monthly Hourly	\$ 74,269.48 \$ 6,189.12 \$ 35.7065	\$ 80,937.05 \$ 6,744.75 \$ 38.9120	\$ 87,604.41 \$ 7,300.37 \$ 42.1175	\$ 94,271.76 \$ 7,855.98 \$ 45.3230	\$ 100,939.11 \$ 8,411.59 \$ 48.5284
Clinical Therapist II Employment Outreach Supervisor Facilities Coordinator MHSA Program Coordinator MHSA Well Being Supervisor Program Analyst II Psychologist I Quality Improvement Specialist II Supplemental Crisis Services Clinician	Exempt	S4	Annual Monthly Hourly	\$ 66,980.35 \$ 5,581.70 \$ 32.2021	\$ 77,027.23 \$ 6,418.94 \$ 37.0323	\$ 87,074.11 \$ 7,256.18 \$ 41.8626	\$ 97,120.99 \$ 8,093.42 \$ 46.6928	\$ 107,167.87 \$ 8,930.66 \$ 51.5230



**TRI-CITY MENTAL HEALTH AUTHORITY
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE January 1, 2022**

Job Title	Job Classification	Pay Grade	Salary Rate	Salary Range				
				Minimum	25th%	Mid	75th%	Maximum
Clinical Supervisor I Facilities Manager MHSA Program Supervisor Nurse Practitioner II Program Supervisor I Program Analyst III Psychologist II Senior Human Resources Analyst Information Technology Service Desk and Project Supervisor Support Systems Manager WET Supervisor	Exempt	S5	Annual Monthly Hourly	\$ 75,352.32 \$ 6,279.36 \$ 36.2271	\$ 86,655.17 \$ 7,221.26 \$ 41.6611	\$ 97,958.02 \$ 8,163.17 \$ 47.0952	\$ 109,260.86 \$ 9,105.07 \$ 52.5293	\$ 120,563.71 \$ 10,046.98 \$ 57.9633
Accounting Manager Clinical Supervisor II Crisis Intervention and Medication Support Manager Housing Manager Joint Powers Authority (JPA) Administrator/Clerk Mental Health Services Act (MHSA) Projects Manager Occupational Therapist Program and Outcomes Analyst Supervisor Program Supervisor II Information Technology System Administrator and Security Officer Quality Improvement Supervisor Revenue/Billing Manager Wellness Advocate Manager Wellness Center Manager	Exempt	S6	Annual Monthly Hourly	\$ 86,656.03 \$ 7,221.34 \$ 41.6616	\$ 99,654.26 \$ 8,304.52 \$ 47.9107	\$ 112,652.50 \$ 9,387.71 \$ 54.1599	\$ 125,650.73 \$ 10,470.89 \$ 60.4090	\$ 138,648.96 \$ 11,554.08 \$ 66.6582
Clinical Program Manager Controller Human Resources Manager	Exempt	S7	Annual Monthly Hourly	\$ 97,486.88 \$ 8,123.91 \$ 46.8687	\$ 112,110.15 \$ 9,342.51 \$ 53.8991	\$ 126,733.41 \$ 10,561.12 \$ 60.9295	\$ 141,356.67 \$ 11,779.72 \$ 67.9599	\$ 155,979.94 \$ 12,998.33 \$ 74.9904
Manager of Best Practices	Exempt	S8	Annual Monthly Hourly	\$ 107,235.92 \$ 8,936.33 \$ 51.5557	\$ 123,321.31 \$ 10,276.78 \$ 59.2891	\$ 139,406.69 \$ 11,617.22 \$ 67.0224	\$ 155,492.08 \$ 12,957.67 \$ 74.7558	\$ 171,577.47 \$ 14,298.12 \$ 82.4892
Chief Compliance Officer Director of MHSA and Ethnic Services Chief Information Officer	At-Will	S9	Annual Monthly Hourly	\$ 118,082.92 \$ 9,840.24 \$ 56.7706	\$ 135,795.35 \$ 11,316.28 \$ 65.2862	\$ 153,507.79 \$ 12,792.32 \$ 73.8018	\$ 171,220.23 \$ 14,268.35 \$ 82.3174	\$ 188,932.66 \$ 15,744.39 \$ 90.8330
Chief Clinical Officer Chief Financial Officer Chief Operations Officer/HIPAA Privacy Officer	At-Will	S10	Annual Monthly Hourly	\$ 135,795.64 \$ 11,316.30 \$ 65.2864	\$ 156,165.04 \$ 13,013.75 \$ 75.0793	\$ 176,534.45 \$ 14,711.20 \$ 84.8723	\$ 196,903.85 \$ 16,408.65 \$ 94.6653	\$ 217,273.26 \$ 18,106.10 \$ 104.4583
Psychiatrist I	Exempt	S11	Annual Monthly Hourly	\$ 169,744.84 \$ 14,145.40 \$ 81.6081	\$ 200,638.35 \$ 16,719.86 \$ 96.4607	\$ 231,531.87 \$ 19,294.32 \$ 111.3134	\$ 262,425.38 \$ 21,868.78 \$ 126.1660	\$ 293,318.89 \$ 24,443.24 \$ 141.0187
Psychiatrist II	Exempt	S12	Annual Monthly Hourly	\$ 182,475.21 \$ 15,206.27 \$ 87.7285	\$ 217,262.45 \$ 18,105.20 \$ 104.4531	\$ 252,049.69 \$ 21,004.14 \$ 121.1777	\$ 286,836.92 \$ 23,903.08 \$ 137.9024	\$ 321,624.16 \$ 26,802.01 \$ 154.6270
Psychiatrist III	Exempt	S13	Annual Monthly Hourly	\$ 221,116.61 \$ 18,426.38 \$ 106.3061	\$ 254,284.10 \$ 21,190.34 \$ 122.2520	\$ 287,451.59 \$ 23,954.30 \$ 138.1979	\$ 320,619.09 \$ 26,718.26 \$ 154.1438	\$ 353,786.58 \$ 29,482.21 \$ 170.0897
Executive Director Medical Director	Contract At-Will	S14	Annual Monthly Hourly	\$ 243,895.69 \$ 20,324.64 \$ 117.2575	\$ 277,431.35 \$ 23,119.28 \$ 133.3805	\$ 310,967.01 \$ 25,913.92 \$ 149.5034	\$ 344,502.67 \$ 28,708.56 \$ 165.6263	\$ 378,038.33 \$ 31,503.19 \$ 181.7492



Tri-City Mental Health Authority
AGENDA REPORT

DATE: March 16, 2022

TO: Governing Board of Tri-City Mental Health Authority

FROM: Jesse H. Duff, Interim Executive Director
Diana Acosta, Chief Financial Officer

BY: Kitha Torregano, Human Resources Manager
Trevor Bogle, Controller

SUBJECT: Consideration of Resolution No. 640 Adopting a Revised Salary Range for Clinical Therapist I/II and Clinical Supervisors I/II; and Establishing the Authority's Master Classification and Salary Schedule to Reflect this change Effective March 7, 2022

Summary:

Over the last several weeks, Tri-City's Finance and Human Resources Departments have been working together to prepare for the conclusion of our classification and compensation study and planning a competitive approach to our classification and salary plan which we expect to implement over the next several months.

Background:

In January of 2020, an agreement with Koff and Associates for a classification and compensation study was signed and what was to be an 18-month process, was halted in the Spring of 2020 due to the pandemic. Two years later we are now able to start processing and implementing recommendations as they come in.

Classification and Compensation Study Adjustments

The new model of the salary schedule will have salary ranges approximately 30% wide, divided into 6 steps (5% wide). Based on the market evaluations, classifications will be placed into ranges that will be competitive against like markets (County of LA, San Bernardino, Riverside, San Diego, etc.). Once classifications are in the appropriate range, individuals in said classifications will then be placed into the appropriate step, within the range, based on the numbers of years one has occupied the current classification. Salary adjustments, if any, will be made at that time.

As Tri-City's Finance and Human Resources Departments work to finalize utilization of the data, Tri-City will recommend approval to the Governing Board for implementation of any necessary salary adjustments to the new merit step pay schedule in multiple parts throughout 2022.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 640 Adopting a Revised Salary Range for Clinical Therapist I/II and Clinical Supervisors I/II; and Establishing the Authority's Master Classification and Salary Schedule to Reflect this change Effective March 7, 2022
March 16, 2022
Page 2

Implementation Phase 1:

Given the current needs of the Agency and an effort to continue to service our community, Management has decided to focus our immediate attention to the needs of the Clinical Department and those classifications that we are struggling to retain and recruit for. The implementation of classifications will expand from there over the Spring and Summer to include the entire Agency. Given that this will be a process over the coming months, the effective date of implementation will be retroactive to March 7, 2022.

These classifications will be the first phase of adjustments due to the critical need and difficulty recruiting for Clinical Therapist I/II and Clinical Supervisor I/II classifications. Nationwide, the public behavioral health profession is experiencing a deficit in hiring qualified licensed professionals to service the influx of clients because of the COVID-19 pandemic. Tri-City realizes it is important for our agency to remain competitive and focus our efforts most readily on the classifications that are of the most critical need to support the agency. Thus, the reason for moving forward, breaking up the implementation into phases and focusing on the needs of the Clinical Department first.

Implementation Phase 2:

Between July – October 2022, with a retroactive effective date of March 7, 2022, the remaining classifications will be adjusted to the appropriate step on the new six-step salary schedule based on each employee's years of experience in their current classification. In accordance with the Personnel Rules and Regulations, payments will be made on the first pay date following the first full pay period after the Governing Board approval. This timeframe will allow the Finance and Human Resources Departments to review employee's current pay, tenure and place them on the appropriate step in the new salary schedule.

We hope that this plan will encourage our current staff who have been constant with Tri-City during the pandemic and who continue to provide excellent behavioral health care to our communities. Additionally, we hope that this plan will aid in attracting and recruiting qualified behavioral health professionals.

In summary, today, Management is asking that this implementation of phase 1 commence and that the new Classification and Compensation Schedule for the Clinical Therapist I/II and Clinical Supervisor I/II classifications be approved into the new/proposed master classification and salary schedule. Additionally, with the understanding that phase II will also commence and be brought to the Board over the coming months as previously described.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 640 Adopting a Revised Salary Range for Clinical Therapist I/II and Clinical Supervisors I/II; and Establishing the Authority's Master Classification and Salary Schedule to Reflect this change Effective March 7, 2022
March 16, 2022
Page 3

Fiscal Impact:

There will be an increase of approximately \$392 thousand to salaries and wages throughout the remainder of fiscal year 2021-22. Management estimates that an overall increase to the existing budget year will not be required at this time due to existing vacancies that are not anticipated to be filled prior to year-end.

	Annual Salaries			
	Prior Range		Proposed Range	
	Minimum	Maximum	Minimum	Maximum
Clinical Therapist I	\$ 56,703	\$ 90,725	\$ 75,806	\$ 96,750
Clinical Therapist II	\$ 63,791	\$ 102,065	\$ 83,676	\$ 106,794
Clinical Supervisor I	\$ 71,764	\$ 114,823	\$ 92,363	\$ 117,881
Clinical Supervisor II	\$ 82,530	\$ 132,047	\$ 101,951	\$ 130,118

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 640 authorizing a revised Salary Range for Clinical Therapist I/II and Clinical Supervisors I/II positions as reflected in the Master Classification and Salary Schedule for Tri-City Mental Health Authority effective March 7, 2022.

Attachments

- Attachment 5-A: Resolution No. 640 - DRAFT*
- Exhibit A: Authority's Master Classification and Salary Schedule effective March 7, 2022

RESOLUTION NO. 640

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING ITS MASTER CLASSIFICATION AND SALARY SCHEDULE REFLECTING A REVISED SALARY RANGE FOR CLINICAL THERAPIST I/II AND CLINICAL SUPERVISORS I/II EFFECTIVE MARCH 7, 2022

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

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

A. Tri-City Mental Health Authority (“Authority or TCMHA”) desires to revise the Salary Range for Clinical Therapist I/II and Clinical Supervisors I/II positions as reflected in the Master Classification and Salary Schedule for Tri-City Mental Health Authority effective March 7, 2022.

B. A class and compensation review of Clinical Therapist I/II and Clinical Supervisors I/II positions was conducted by Koff and Associates in order to establish the appropriate salary range for these job descriptions.

C. The Authority’s Governing Board has previously approved job descriptions, classifications, salary ranges, and benefits for the Authority’s employees through the adoption of Resolutions.

D. The Clinical Therapist I/II and Clinical Supervisors I/II proposed Salary Range is as follows:

	Annual Salaries			
	Prior Range		Proposed Range	
	Minimum	Maximum	Minimum	Maximum
Clinical Therapist I	\$ 56,703	\$ 90,725	\$ 75,806	\$ 96,750
Clinical Therapist II	\$ 63,791	\$ 102,065	\$ 83,676	\$ 106,794
Clinical Supervisor I	\$ 71,764	\$ 114,823	\$ 92,363	\$ 117,881
Clinical Supervisor II	\$ 82,530	\$ 132,047	\$ 101,951	\$ 130,118

2. **Action**

The Governing Board approves and authorizes a revised Salary Range for Clinical Therapist I/II and Clinical Supervisors I/II positions as reflected in the Master Classification and Salary Schedule for Tri-City Mental Health Authority effective March 7, 2022 as shown in ‘Exhibit A’ attached herein.

[continued on page 2]

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on March 16, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By:_____

By:_____

DRAFT

**TRI-CITY MENTAL HEALTH AUTHORITY
MASTER CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE MARCH 7, 2022**

Salary Range	Annually						Monthly						Per Pay Period						Hourly					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
76	198,580.51	208,509.60	218,934.98	229,881.81	241,375.89	253,444.67	16,548.38	17,375.80	18,244.58	19,156.82	20,114.66	21,120.39	7,637.71	8,019.60	8,420.58	8,841.61	9,283.69	9,747.87	95,471.40	100,245.00	105,257.20	110,520.10	116,046.10	121,848.40
77	203,545.06	213,722.29	224,408.29	235,628.85	247,410.18	259,780.77	16,962.09	17,810.19	18,700.69	19,635.74	20,617.51	21,648.40	7,828.66	8,220.09	8,631.09	9,062.65	9,515.78	9,991.57	97,858.20	102,751.10	107,888.60	113,283.10	118,947.20	124,894.60
78	208,633.57	219,065.39	230,018.67	241,519.62	253,595.47	266,275.36	17,386.13	18,255.45	19,168.22	20,126.63	21,132.96	22,189.61	8,024.37	8,425.59	8,846.87	9,289.22	9,753.67	10,241.36	100,304.60	105,319.90	110,589.90	116,115.20	121,920.90	128,017.00
79	213,849.38	224,542.03	235,769.04	247,557.44	259,935.31	272,932.19	17,820.78	18,711.84	19,647.42	20,629.79	21,661.28	22,744.35	8,224.98	8,636.23	9,068.04	9,521.44	9,997.51	10,497.39	102,812.20	107,952.90	113,350.50	119,018.00	124,968.90	131,217.40
80	219,195.81	230,155.54	241,663.34	253,746.48	266,433.86	279,755.42	18,266.32	19,179.63	20,138.61	21,145.54	22,202.82	23,312.95	8,430.61	8,852.14	9,294.74	9,759.48	10,247.46	10,759.82	105,382.60	110,651.70	116,184.30	121,993.50	128,093.20	134,497.80
81	224,675.57	235,909.44	247,704.91	260,090.06	273,094.64	286,749.42	18,722.96	19,659.12	20,642.08	21,674.17	22,757.89	23,895.79	8,641.37	9,073.44	9,527.11	10,003.46	10,503.64	11,028.82	108,017.10	113,418.00	119,088.90	125,043.30	131,295.50	137,860.30
82	230,292.40	241,807.07	253,897.49	266,592.35	279,922.03	293,918.14	19,191.03	20,150.59	21,158.12	22,216.03	23,326.84	24,493.18	8,857.40	9,300.27	9,765.29	10,253.55	10,766.23	11,304.54	110,717.50	116,253.40	122,066.10	128,169.40	134,577.90	141,306.80
83	236,049.84	247,852.38	260,244.82	273,257.09	286,919.98	301,265.95	19,670.82	20,654.37	21,687.07	22,771.42	23,910.00	25,105.50	9,078.84	9,532.78	10,009.42	10,509.89	11,035.38	11,587.15	113,485.50	119,159.80	125,117.70	131,373.60	137,942.30	144,839.40
84	241,951.01	254,048.70	266,751.06	280,088.64	294,093.07	308,797.63	20,162.58	21,170.73	22,229.25	23,340.72	24,507.76	25,733.14	9,305.81	9,771.10	10,259.66	10,772.64	11,311.27	11,876.83	116,322.60	122,138.80	128,245.70	134,658.00	141,390.90	148,460.40
85	247,999.86	260,399.78	273,419.74	287,090.75	301,445.25	316,517.55	20,666.65	21,699.98	22,784.98	23,924.23	25,120.44	26,376.46	9,538.46	10,015.38	10,516.14	11,041.95	11,594.05	12,173.75	119,230.70	125,192.20	131,451.80	138,024.40	144,925.60	152,171.90
86	254,199.92	266,909.76	280,255.25	294,268.00	308,981.50	324,430.50	21,183.33	22,242.48	23,354.60	24,522.33	25,748.46	27,035.87	9,776.92	10,265.76	10,779.05	11,318.00	11,883.90	12,478.10	122,211.50	128,322.00	134,738.10	141,475.00	148,548.80	155,976.20
87	260,554.74	273,582.61	287,261.73	301,624.75	316,706.00	332,541.25	21,712.89	22,798.55	23,938.48	25,135.40	26,392.17	27,711.77	10,021.34	10,522.41	11,048.53	11,600.95	12,181.00	12,790.05	125,266.70	131,530.10	138,106.60	145,011.90	152,262.50	159,875.60
88	267,068.67	280,422.06	294,443.14	309,165.38	324,623.73	340,854.80	22,255.72	23,368.51	24,536.93	25,763.78	27,051.98	28,404.57	10,271.87	10,785.46	11,324.74	11,890.98	12,485.53	13,109.80	128,398.40	134,818.30	141,559.20	148,637.20	156,069.10	163,872.50
89	273,745.47	287,432.70	301,804.26	316,894.45	332,739.26	349,376.14	22,812.12	23,952.73	25,150.35	26,407.87	27,728.27	29,114.68	10,528.67	11,055.10	11,607.86	12,188.25	12,797.66	13,437.54	131,608.40	138,188.80	145,098.20	152,353.10	159,970.80	167,969.30
90	280,589.09	294,618.48	309,349.46	324,816.96	341,057.81	358,110.69	23,382.42	24,551.54	25,779.12	27,068.08	28,421.48	29,842.56	10,791.89	11,331.48	11,898.06	12,492.96	13,117.61	13,773.49	134,896.60	141,643.50	148,725.70	156,162.00	163,970.10	172,168.60
91	287,603.68	301,983.97	317,083.10	332,937.28	349,584.14	367,063.42	23,966.97	25,165.33	26,423.59	27,744.77	29,132.01	30,588.62	11,061.68	11,614.77	12,195.50	12,805.28	13,445.54	14,117.82	138,271.00	145,184.60	152,443.80	160,066.00	168,069.30	176,472.80
92	294,793.82	309,533.54	325,010.19	341,260.82	358,323.89	376,239.97	24,566.15	25,794.46	27,084.18	28,438.40	29,860.32	31,353.33	11,338.22	11,905.14	12,500.39	13,125.42	13,781.69	14,470.77	141,727.80	148,814.20	156,254.90	164,067.70	172,271.10	180,884.60
93	302,163.68	317,271.97	333,135.50	349,792.35	367,281.82	385,645.94	25,180.31	26,439.33	27,761.29	29,149.36	30,606.82	32,137.16	11,621.68	12,202.77	12,812.90	13,453.55	14,126.22	14,832.54	145,271.00	152,534.60	160,161.30	168,169.40	176,577.80	185,406.70
94	309,717.82	325,203.63	341,463.82	358,537.09	376,463.98	395,287.15	25,809.82	27,100.30	28,455.32	29,878.09	31,372.00	32,940.60	11,912.22	12,507.83	13,133.22	13,789.89	14,479.38	15,203.35	148,902.80	156,347.90	164,165.30	172,373.60	180,992.30	190,041.90
95	317,460.83	333,333.73	350,000.56	367,500.43	385,875.57	405,169.23	26,455.07	27,777.81	29,166.71	30,625.04	32,156.30	33,764.10	12,210.03	12,820.53	13,461.56	14,134.63	14,841.37	15,583.43	152,625.40	160,256.60	168,269.50	176,682.90	185,517.10	194,792.90
96	325,397.28	341,667.04	358,750.50	376,688.00	395,522.40	415,298.62	27,116.44	28,472.25	29,895.87	31,390.67	32,960.20	34,608.22	12,515.28	13,141.04	13,798.10	14,488.00	15,212.40	15,973.02	156,441.00	164,263.00	172,476.20	181,100.00	190,155.00	199,662.80
97	333,532.16	350,208.77	367,719.25	386,105.20	405,410.51	425,680.94	27,794.35	29,184.06	30,643.27	32,175.43	33,784.21	35,473.41	12,828.16	13,469.57	14,143.05	14,850.20	15,592.71	16,372.34	160,352.00	168,369.60	176,788.10	185,627.50	194,908.90	204,654.30
98	341,870.46	358,964.11	376,912.22	395,757.86	415,545.73	436,323.06	28,489.21	29,913.68	31,409.35	32,979.82	34,628.81	36,360.25	13,148.86	13,806.31	14,496.62	15,221.46	15,982.53	16,781.66	164,360.80	172,578.90	181,207.80	190,268.20	199,781.60	209,770.70
99	350,417.18	367,938.06	386,335.04	405,651.79	425,934.29	447,231.20	29,201.43	30,661.51	32,194.59	33,804.32	35,494.52	37,269.27	13,477.58	14,151.46	14,859.04	15,601.99	16,382.09	17,201.20	168,469.80	176,893.30	185,738.00	195,024.90	204,776.10	215,015.00
100	359,177.73	377,136.66	395,993.31	415,793.04	436,582.64	458,411.82	29,931.48	31,428.05	32,999.44	34,649.42	36,381.89	38,200.99	13,814.53	14,505.26	15,230.51	15,992.04	16,791.64	17,631.22	172,681.60	181,315.70	190,381.40	199,900.50	209,895.50	220,390.30

**TRI-CITY MENTAL HEALTH AUTHORITY
CLASSIFICATION AND SALARIES SCHEDULE
EFFECTIVE MARCH 7, 2022**

Classification	Range
Clinical Therapist I	37
Clinical Therapist II	41
Clinical Supervisor I	45
Clinical Supervisor II	49



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

DATE: March 16, 2022

TO: Governing Board of Tri-City Mental Health Authority

FROM: Jesse H. Duff, Interim Executive Director

BY: Diana Acosta, Chief Financial Officer

SUBJECT: Consideration to Suspend the Memorandum of Understanding with the City of Claremont for Psychiatric Assessment and Care Team (PACT) Community Response Services

Summary:

At this time, Tri-City Mental Health Authority (TCMHA) cannot continue the Psychiatric Assessment and Care Team (PACT) program without the proper insurance coverage and staff recommends that the Governing Board authorize the Interim Executive Director to suspend the Memorandum of Understanding with the City of Claremont for the PACT program, and to relocate TCMHA staff currently stationed at the Claremont Police Department, to the MHSA building at 2001 N. Garey Avenue in Pomona.

Background:

On February 17, 2021, the Governing Board adopted Resolution No. 575 to execute a Memorandum of Understanding with the City of Claremont, to establish and implement the PACT program in collaboration with the Claremont Police Department (CPD). The PACT program was designed to address mental and physical health issues by utilizing trained mental health professionals to take the lead on non-violent, non-criminal calls to law enforcement for assistance.

Following the murder of George Floyd in May 2020, many city leaders began to reflect and re-evaluate the exclusive use of police in responding to certain community situations such as calls for dealing with persons who are homeless or calls about familial concerns regarding emotional crises that might more readily be de-escalated from a potential 5150/5585 with the addition of specialized professionals at the scene. Therefore, Claremont's former City Manager and Police Chief contacted TCMHA to discuss adding a mental health team on-site at their police department to address those situations.

Staff along with legal Counsel began to address insurance coverage needs as a result of the execution of the MOU. Over the course of several months, it became clear that TCHMA's excess liability coverage could not be extended to cover the PACT program. On May 24, 2021 Keenan (TCMHA's insurance broker) indicated that they were nearing finalizing terms for TCMHA's insurance program renewal and that it would be more than

Governing Board of Tri-City Mental Health Authority
Consideration to Suspend the Memorandum of Understanding with the City of Claremont for Psychiatric Assessment and Care Team (PACT) Community Response Services
March 16, 2022
Page 2

likely that they will not have an option available to present within the short time frame due to a couple of reasons: 1) there are few excess carriers willing to take on any exposures relating to law enforcement liability; and 2) it is a direct reflection of the current insurance market conditions and the challenges faced by public agencies with law enforcement personnel.

After months of discussions with TCMHA staff and Keenan; Keenan, ultimately, notified TCMHA that Vantage Insurance Company was able to offer the following options:

- \$1M Excess for an annual premium of \$100K
- \$2M Excess for an annual premium of \$200K

Both options would be structured to drop down over the primary limits with Capital Specialty and would also exclude abuse and molestation, noting that they may be able to negotiate more favorable terms at the time of marketing the entire program; however, these were the only options available. Costs associated with the PACT program are funded exclusively via 1991 realignment, TCMHA's most limited funding source.

TCMHA has budgeted approximately \$152 thousand of 1991 Realignment Funds budgeted in Fiscal Year 2020-21 to employ two (2) full-time employees: one (1) Licensed Clinical Therapist and one (1) Licensed Psychiatric Technician (LPT), who are stationed on-site at the Claremont Police Department.

Notwithstanding that TCMHA had been collaborating with our local police departments to provide mental health services to our communities, this MOU with the City of Claremont has increased TCMHA exposure to liability simply because it is specific and memorializes the partnership and collaboration with the PACT program. Therefore, there is a high probability that TCMHA will be named into a lawsuit when there is one, regardless if it is at fault or not, and TCMHA will have to pay for its own defense which will be costly and currently it does not have the appropriate coverage for this collaboration with the City of Claremont.

Over the past several weeks TCMHA staff have been working with the City of Claremont staff to find solutions. At this point, no acceptable solutions have been developed. Both parties continue to discuss possible solutions.

Currently TCMHA recommends suspending the program to allow TCMHA staff and City staff time to find an acceptable solution to the aforementioned lack of insurance coverage. Ultimately, it is TCMHA's goal to continue with the PACT program and, in time, see similar programs at all of our Cities.

Governing Board of Tri-City Mental Health Authority
Consideration to Suspend the Memorandum of Understanding with the City of Claremont
for Psychiatric Assessment and Care Team (PACT) Community Response Services
March 16, 2022
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Fiscal Impact:

None at this time.

Recommendation:

Staff recommends that the Governing Board approve suspending the Memorandum of Understanding with the City of Claremont to suspend the PACT program; and authorize the Interim Executive Director to give notice to the City of Claremont and to relocate TCMHA staff, currently stationed at the Claremont Police Department, to MHSA building at 2001 N. Garey Avenue in Pomona.

Attachments:

None.



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

DATE: March 16, 2022

TO: Governing Board of Tri-City Mental Health Authority

FROM: Jesse H. Duff, Interim Executive Director

BY: Elizabeth Renteria, LCSW, Chief Clinical Officer

SUBJECT: Consideration of Resolution No. 641 Approving Subcontract Agreement (7460-CA MOBILE CRISIS-TRICITY-01) with the Advocates for Human Potential, Inc. (AHP) for Behavioral Health Mobile Crisis and Non-Crisis Services (Mobile Crisis) Project No. 21-10349 with the California Department of Health Care Services; and Authorizing the Interim Executive Director to Execute the Agreement and any Amendments thereafter

Summary:

Staff recommends that the Governing Board authorize Tri-City Mental Health Authority to enter into a subcontract agreement with the Advocates for Human Potential to implement the Scope of Work as outlined in the Behavioral Health Mobile Crisis and Non-Crisis Services (Mobile Crisis) Project proposal. The California Department of Health Care Services (DHCS) Crisis Care Mobile Units (CCMU) program provides funding for California behavioral health authorities to implement new and enhanced crisis care mobile units. DHCS has contracted with Advocates for Human Potential for implementation of the program.

Tri-City Mental Health Authority submitted a proposal that was accepted and funded for the amount of \$200,000.00 for the development of an action plan for crisis services for youth. Successful completion of the action plan will enable Tri-City Mental Health Authority to become eligible for future funding opportunities for mobile crisis response implementation.

Background:

The CCMU program integrates monies from state general funds that are part of the Behavioral Health Continuum Infrastructure Program, and from DHCS funding from Substance Abuse Mental Health Services Administration through the Coronavirus Response and Relief Supplemental Appropriations Act. The funding seeks to prioritize services to individuals 25 and younger, which may include activities such as conducting needs assessments for youth services; placing mobile units near schools and universities, outreach, public education campaigns, and taking measurable steps towards addressing the youth and young adult crisis needs within the community.

**Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 641 Approving Subcontract Agreement (7460-CA MOBILE CRISIS-TRICITY-01) with Advocates for Human Potential, Inc. (AHP) for Behavioral Health Mobile Crisis and Non-Crisis Services (Mobile Crisis) Project No. 21-10349 with the California Department of Health Care Services; and Authorizing the Interim Executive Director to Execute the Agreement and any Amendments thereafter**

March 16, 2022

Page 2

Tri-City Mental Health Authority submitted a proposal that was accepted and funded for the amount of \$200,000.00. The grant is for a developing an action plan to expand mobile crisis response for youth in the Tri-City catchment area. Tri-City project staff along with the consultant, will convene a workgroup of community stakeholders to gather and analyze available data on youth utilization of services, crisis events, trends, and needs. The data will be acquired through existing data sources and via community engagement, interviews, needs assessment tool and surveys and shared through a community dashboard. Meetings and materials will be made available in multiple languages and formats to gather information from all communities in the proposed catchment area. Plans will be developed to work specifically with local law enforcement and hospitals to prioritize the crisis response needs of youth and pathways will be created to rapidly engage youth in services to reduce recidivism of emergency department utilization and unnecessary involvement with the criminal justice system. Successful completion of planning grant will enable Tri-City Mental Health Authority to become eligible for future funding opportunities for mobile crisis response implementation

Fiscal Impact:

Total funds currently available for payment and allotted to this Subcontract are two hundred thousand dollars (\$200,000.00). The funding period begins upon execution of subcontract through February 14, 2023. Funding will be utilized to implement the scope of work as outlined in the grant proposal, for contracting with a vendor to engage the stakeholders in the project planning process, and to cover cost of a .5 FTE project manager.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 641 approving Subcontract Agreement No. 7460-CA MOBILE CRISIS-TRICITY-01 with the Advocates for Human Potential, Inc. for Behavioral Health Mobile Crisis and Non-Crisis Services Project No. 21-10349 with the California Department of Health Care Services; and Authorizing the Interim Executive Director to Execute the Agreement and any amendments thereafter.

Attachments

Attachment 7-A: Resolution No. 641- DRAFT

Attachment 7-B: Subcontract Agreement No. 7460-CA MOBILE CRISIS-TRICITY-01 with Advocates for Human Potential, Inc.

Attachment 7-C: BAA for Subcontract Agreement 7460-CA MOBILE CRISIS-TRICITY-01

RESOLUTION NO. 641

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING SUBCONTRACT AGREEMENT WITH THE ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP) FOR BEHAVIORAL HEALTH MOBILE CRISIS AND NON-CRISIS SERVICES (MOBILE CRISIS) PROJECT NO. 21-10349 WITH THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES; AND AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY AMENDMENTS THEREAFTER

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 enter into Subcontract Agreement No. 7460-CA MOBILE CRISIS-TRICITY-01 with the Advocates for Human Potential, Inc. for Behavioral Health Mobile Crisis and Non- Crisis Services (Mobile Crisis) Project No. 21-10349 with the California Department of Health Care Services.

B. The Authority affirms that the Subcontract Agreement does not create or establish the relationship of employee, agent, joint venture, or partnership between the Advocates for Human Potential, Inc. and TCMHA.

C. The Authority affirms that TCMHA was granted the amount of \$200,000.00 to implement the scope of work as outlined in the grant proposal; to contract a vendor to engage the stakeholders in the project planning process; and to cover cost of a .5 FTE project manager.

2. Action

The Governing Board approves the Subcontract Agreement with the Advocates for Human Potential, Inc., effective March 16, 2022 through February 14, 2023; and authorizes the Authority’s Interim Executive Director to enter into, and execute the Agreement and any Amendments or extensions of such Agreement.

[Continued on page 2]

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on March 16, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By: _____

By: _____

DRAFT

SUBCONTRACT AGREEMENT

SUMMARY COVER SHEET

Contract ID	7460-CA MOBILE CRISIS-TRICITY-01
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Contract Effective Date:	September 15, 2021
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Contractor:	ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP) 490-B Boston Post Road, Sudbury, MA 01776-3365 Tel: (978) 443-0055 ♦ Fax: (978) 261-1467 AHP Contracting Officer: Charles Galland, COO cgalland@ahpnet.com/978-261-1425 AHP Project Director: Monica Reeves 131 N. El Molino, Suite 380 Pasadena, CA 91101 Tel: 978-261-1483 (o)/ mreeves@ahpnet.com AHP Direct Staff Contact: Monica Reeves Tel: 978-261-1483 (o)/ mreeves@ahpnet.com
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Subcontractor:	TRI-CITY MENTAL HEALTH AUTHORITY (“TCMHA”) ATTN: Elizabeth Renteria 1717 N. Indian Hill Blvd., Suite B, Claremont, CA 91711 Phone: 909-766-7324 Email address: erenteria@tricitymhs.org
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Prime Contract Identification:	Client: California Department of Health Care Services Agreement No.: 21-10349 Contract Title: <i>“Behavioral Health Mobile Crisis and Non-crisis Services (Mobile Crisis)”</i>
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Subcontract Type:	Deliverable Base Type Contract
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Period of Performance:	September 15, 2021 through February 14, 2023
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Consideration/Budget:	Professional Services NTE \$200,000.00
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Billing Terms:	Quarterly Invoicing, see Attachment E-Payment Schedule
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Payment Terms:	Payment remitted ten (10) business days after receipt of undisputed invoice.
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SUBCONTRACT AGREEMENT
7460-CA MOBILE CRISIS-TRICITY-01

This Subcontract is entered into by and between **ADVOCATES FOR HUMAN POTENTIAL, INC.**, with offices located at **490-B Boston Post Road, Sudbury, MA 01776**, ("AHP" or the "Contractor"), and **TRI-CITY MENTAL HEALTH AUTHORITY ("TRICITY")**, a California Joint Powers Authority, with its administrative office at **1717 N. Indian Hill Blvd., Suite B, Claremont, CA 91711** ("TCMHA" or "Subcontractor" or "Grantee").

WITNESSETH:

WHEREAS, AHP desires to obtain the Subcontractor's services to support "*Behavioral Health Mobile Crisis and Non-Crisis Services (Mobile Crisis)*" Project No.: 21-10349. **7460-CA MOBILE CRISIS-TRICITY-01**, hereinafter the "Contract," and the Subcontractor desires to assist AHP in its business by performing such services;

NOW, THEREFORE, based upon the foregoing premises, and in consideration of the mutual covenants and agreements herein set forth, the parties agree as follows:

This Subcontract, and its Attachments, ("Agreement") constitutes the entire agreement and understanding between the parties as to the matters set forth herein. It supersedes all prior understandings, written or oral, between the parties with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than those herein expressed. By accepting this Agreement, the Subcontractor agrees to be bound by all terms and conditions and provisions that may be incorporated by reference, and all other Attachments to this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly authorized respective officers as of the day and year last written below.

**ADVOCATES FOR HUMAN
POTENTIAL, INC.**

By:

**CHARLES GALLAND, CHIEF
OPERATING OFFICER**

Date: _____

**TRI-CITY MENTAL HEALTH
AUTHORITY**

Print or Type Name of Subcontractor

*Signature of Authorized Entity
Representative*

JESSE H. DUFF

Print or Type Name of Person Signing

INTERIM EXECUTIVE DIRECTOR
Representative Title

Date: _____

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SECTION 1. PRIVACY OF CONTRACT

This Agreement is funded in whole or in part with funds from AHP's client, State of CA Department of Health Care Services ("DHCS" or "Client") which includes funding through DHCS's "*Behavioral Health Mobile Crisis and Non-Crisis Services (Mobile Crisis)*". Neither the Client (nor the US Government), nor any of its departments, agencies, or employees is or will be a party to this Agreement or any lower-tier subcontract. No privity between the Client, (or the US Government), and Subcontractor is established by this Agreement.

Except as authorized by AHP, Subcontractor shall not communicate with the Client/US Government regarding any matter which is within the scope of AHP's responsibility under the Prime Contract, or regarding matters within the scope of this Agreement. Authorization by AHP shall not be unreasonably withheld. In addition, Subcontractor shall not communicate with the Client/US Government regarding any matter of dispute with AHP, which shall be resolved strictly through the Disputes provisions of this Subcontract.

SECTION 2. NATURE OF THE SUBCONTRACT

2.1 Type of Subcontract

This is a **Deliverable Base** type Agreement. Subcontractor's accounting system must be capable of allocating and segregating costs applicable to this Subcontract.

2.2 Funding

All amounts under this Agreement reference US dollars. No costs will be incurred except those specifically proposed by the Subcontractor to AHP, and Subcontractor shall perform the work within the funding allocations/budget, specified in **Attachment E**.

This Subcontract is entered into, and the obligation of funds is made, based upon the appropriation under the Prime Contract. Should this appropriation or any funds allocated to the Prime Contract be reduced subsequent to this Agreement, or should the scope of the work, or Statement of Work be redirected by the Client so as to affect the work envisioned to be subcontracted, AHP shall have the right to renegotiate this Agreement or to effect a termination (at its discretion) pursuant to the termination section of this Agreement.

2.3 This Agreement hereby incorporates by reference the Application by Subcontractor as well as Notice of Funding Opportunity.

Total funds currently available for payment and allotted to this Agreement are **two hundred thousand dollars (\$200,000.00)**.

SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY

3.1 Period of Performance

The Base performance period is **September 15, 2021 through February 14, 2023**, unless sooner terminated in accordance with the terms of this Agreement. Any extensions to the period of performance will be supported by a written modification to the Agreement, and any changes or additions to the Statement of Work/ deliverables/ days of performance shall be determined at that time.

Whenever Subcontractor knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work, it shall,

within five (5) calendar days, provide AHP with written notice, including all relevant information with respect to the condition(s) and delay.

3.2 Time of the Essence

TIME IS OF THE ESSENCE in Subcontractor's performance of its obligations under this Agreement.

3.3 Delivery Schedule

Satisfactory performance of deliverables shall be deemed to occur upon delivery and acceptance by the Project Director of the items as described in the Statement of Work (SOW). All deliverables shall be submitted as directed by the Project Director. In no event shall Subcontractor submit a deliverable directly to the Client/US Government, unless specifically directed to do so by the Project Director or his/her designee.

Upon request, a copy of all written deliverables shall also be delivered to:

Mr. Charles Galland, Chief Operating Officer, General Counsel
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776
cgalland@ahpnet.com

3.4 Inspection and Acceptance

(a) Inspection and acceptance of work will be made by the AHP Project Director, or his/her duly authorized representative. The responsibilities of the AHP Project Director includes continuous monitoring of Subcontractor's performance and providing technical inspection and acceptance as required under the prime contract.

(b) Inspection and acceptance will be performed at Advocates for Human Potential, Inc., 490-B Boston Post Road, Sudbury, MA 01776, or at such other place(s) as AHP may designate in writing.

(c) Subcontractor shall tender for acceptance those items that conform to the requirements of this Agreement. AHP reserves the right to inspect or test any supplies or services tendered under this Agreement, to the extent practicable at all reasonable places and times. The Client also has the right to inspect and evaluate the work performed or being performed under this Agreement. Inspections and tests will be performed in a manner that will not unduly delay the work. AHP may require repair or replacement of non-conforming supplies or re-performance of nonconforming services at no increase in contract price. Upon submission, AHP shall have ten (10) business days to inspect Subcontractor's work. Should AHP and/or client find the material unsatisfactory, AHP shall notify Subcontractor of the defects within the 10 day period. Subcontractor shall have 10 business days to cure said defects associated with Subcontractor's work/product. If inspection or evaluation is to be performed on the premises of Subcontractor or its lower-tier Subcontractor(s), Subcontractor shall furnish (and require its subcontractors to furnish) all reasonable facilities and assistance for the safety and convenience of these duties.

SECTION 4. STATEMENT OF WORK

(a) Independently, and not as an agent of the Contractor, the US Government, or the Client, Subcontractor shall furnish to AHP all the services, qualified personnel, material, equipment, and facilities, not otherwise provided by AHP or the Client, as needed to perform the Statement of Work in **Attachment D**.

(b) Subcontractor shall maintain an internal quality control program adequate to ensure

that the requirements of this Agreement are met. The work shall be performed in accordance with high standards of professional skill, and upon delivery and acceptance of the deliverables, AHP shall pay the Subcontractor in accordance with the payment provisions of this Agreement.

SECTION 5. SUBCONTRACTOR TRAVEL

- (a) Travel is is not authorized under this Agreement.
(b) If travel is authorized above, refer to Travel Reimbursement Information in Attachment B-Special Subcontract Requirements.

SECTION 6: CONTRACT ADMINISTRATION DATA

6.1 Contractor Representatives

(a) The following individual is designated as AHP's Contracting Officer, and is authorized to direct or negotiate any changes in the statement of work, modify or extend the period of performance, change the delivery schedule, authorize reimbursement to Subcontractor of any costs incurred during the performance of this contract, or otherwise change any terms and conditions of this Agreement:

Mr. Charles Galland, Chief Operating Officer, General Counsel
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776
cgalland@ahpnet.com / (978) 443-0055 x425

(b) The following individual(s) is/are designated for purposes of administering the contractual progress of the Agreement, and for purposes of providing technical direction and guidance:

Monica Reeves, Project Director
Advocates for Human Potential, Inc.
131 N. El Molino, Suite 380
Pasadena, CA 91101
978-261-1483
mreeves@ahpnet.com

6.2 Subcontractor Representatives

(a) The following individual is designated as Subcontractor's Contracting Officer and is authorized to conduct business, negotiate modifications and changes to any terms and conditions of this Agreement:

Jesse H. Duff, Interim Executive Director
Tri-City Mental Health Authority
1717 N. Indian Hill Blvd. #B, Claremont, CA 91711
jduff@tricitymhs.org

(b) The following individual is designated as Subcontractor's Project Manager for purposes of administering this Agreement:

Elizabeth Renteria, Chief Clinical Officer
Tri-City Mental Health Authority
1900 Royalty Dr., Suite 280, Pomona CA 91767
erenteria@tricitymhs.org

6.3 Compensation, Billing Instructions, and Payment

(a) This is a Deliverable Based type Agreement. Subcontractor shall be reimbursed in

accordance with **Attachment E**. In addition, all Subcontractor costs are subject to allowability and reasonableness and any restrictions contained in the Prime Contract, and/or under the Federal Acquisition Regulation ("FAR") if specified.

(b) Invoices may be submitted quarterly, as per payment schedule and shall provide sufficient detail, including at least the following information on each invoice:

- i. Subcontractor's name
- ii. Subcontractor's TIN/EIN
- iii. Subcontract Agreement ID: **7460-CA MOBILE CRISIS-TRICITY-01**
- iv. Invoice No.
- v. Invoice date
- vi. **AHP's Project & Billing Number(s) applicable to the tasks/deliverables invoiced, as per the Statement of Work attached**
- vii. Amount Due on the Invoice.
- viii. Other substantiating documentation or information as may be requested by AHP
- ix. An original signature of an authorized official of Subcontractor, with the following certification: "I hereby certify that all payments requested are for appropriate purposes and in accordance with the terms and conditions set forth in the Agreement between the parties."
- x. Name/title/telephone number of the person to contact in case of questions about the invoice
- xi. Name, title, phone number, and mailing address of official to whom payment is to be sent.

(c) The cost of overnight or courier delivery of invoices is not allowed.

(d) Invoices shall be sent electronically to: AP2@AHPNET.COM. Upon receipt of an Invoice, proper in form, and accepted and approved by AHP (***approval of the Invoice shall mean that AHP's Project Director has reviewed, accepted, and signed the Invoice***), payment shall be remitted via First Class Mail within 10 business days after receipt of undisputed invoice. When requested, AHP will inform Subcontractor whether or not a specific Subcontractor invoice has been paid, or when AHP reasonably expects the Client to pay the Subcontractor invoice. All payment questions shall be addressed to AHP Accounts Payable at (978) 443-0055.

(e) Subcontractor's right to payment shall be contingent upon the Project Director's review of the deliverables, together with any attachments, and that the review shall demonstrate the achievement of satisfactory performance against the Statement of Work in **Attachment D**. Should Subcontractor's lack of satisfactory performance endanger AHP's successful prosecution of its Prime contract responsibilities, a cure notice shall be issued to Subcontractor. Subcontractor shall respond in three days with a plan to cure such notice. Should the cure not be feasible, or if the cure fails within the agreed upon time frame, AHP may terminate the Agreement immediately upon written notice.

(f) Supporting Documentation: Subcontractor shall provide supporting documentation for invoices as may be requested by AHP, or as may be necessary for compliance with AHP's billing to the Client.

(g) In satisfaction of the Subcontractor's obligation to complete the task(s) called for in **Attachment D, "Statement of Work"**, the Subcontractor shall provide within the

period of performance of this Agreement, the deliverable(s) specified. If at the end of the period of performance, the Subcontractor has not completed the deliverable(s), the fee may be reduced. In the event that the term of this Agreement expires before the Subcontractor has provided the deliverable(s), AHP shall have the right to extend the term of the Agreement to the extent necessary to permit the Subcontractor to provide the deliverable(s) specified.

6.4 Final Payment and Closeout

Subcontractor must invoice for all final costs within ninety (90) days following completion of this Agreement, and will provide all documentation necessary for a timely closeout of this Agreement including the submission of a "Final Invoice," a "Release of Claims," "Assignment of Refunds," and/or other closeout documents as may be required or reasonably requested by AHP. Payment of the invoice may be withheld, pending completion and acceptance by AHP of all work performed, submission of all required documentation and/or substantiation of all work performed or delivered, as per 6.3(g), and submission of all required administrative forms and technical reports. These rights and obligations shall survive the termination of this Subcontract.

6.5 Key Personnel

Subcontractor shall provide the skilled personnel and management necessary to meet the requirements of the Statement of Work. AHP's Project Director shall have right to disapprove all all personnel proposed by Subcontractor to perform under this Agreement. Other than personnel set forth below , prior to staffing any future Key positions, Subcontractor, if so directed by the Project Director, shall submit the names below, and provide any other requested data for the proposed Key personnel to the Project Director. Should Project Director deem any individuals who have been submitted as unacceptable, Subcontractor shall immediately remove any personnel deemed unacceptable from the assignment and replace him/her with an individual of acceptable qualifications, subject to the same submission requirement and right of disapproval above. Subcontractor shall bear all costs associated with such removal and replacement.

Key personnel essential to the work being performed is/are: Not applicable for this contract

No removals, replacements, or diversions of key personnel shall be made without the written consent of AHP's Project Director.

SECTION 7: CHANGES AND MODIFICATIONS

(a) AHP may at any time make unilateral changes, within the general scope of this Agreement, in the definition, time of performance, or quantity of services to be performed.

(b) If any change causes an increase or decrease in the budgeted cost for performance of any part of the work under this Agreement, Subcontractor shall propose a new budget. Upon agreement of a revised price, a modification will be issued. Subcontractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt.

(c) Failure to agree to any adjustment on a timely request that is submitted within the thirty (30) day period allowed shall be deemed a dispute concerning a question of fact within the meaning of the Clause of this Agreement entitled "Disputes." Notwithstanding

any failure to agree to any such adjustment, Subcontractor shall diligently proceed with the work as changed.

(d) AHP and/or DHCS may collect additional applicant documentation, signatures, missing items, or omitted information during the response review process. AHP and/or DHCS will advise the applicant orally, by fax, email or in writing of any documentation that is required and the submission timeline. Failure to submit the required documentation by the date and time indicated may cause DHCS to deem a response nonresponsive and eliminate it from further consideration.

SECTION 8: CONFIDENTIAL INFORMATION

(a) *Non-Disclosure of Confidential (Proprietary) Information:* During the term of this Agreement, Subcontractor and its employees, consultants and/or lower tiered subcontractors, may receive or have access to data and information that is proprietary to AHP, DHCS, including the identity of AHP and/or DHCS clients or grantees. All such data and information made available to, disclosed to, or otherwise made known to Subcontractor, its employees, consultants and/or lower tiered subcontractors as a result of services under this Agreement shall be considered and kept confidential by the Subcontractor, and may be used only for purposes of performing the obligations hereunder. Subcontractor, its employees, consultants and/or lower tiered subcontractors shall not reveal, publish or otherwise disclose such information to any third party without the prior written consent of AHP. Subcontractor shall take all reasonable precautions to prevent any other person with whom it is or may become associated from acquiring confidential proprietary information at any time. Disclosure of the information is for purposes of completing performance under this Agreement, and shall in no way be construed to grant any rights to otherwise use this information, nor shall Subcontractor take action to obtain licenses, patents, trademarks, copyrights, or other rights to said information. Upon the expiration or earlier termination of this Agreement, or at any time that AHP so instructs, Subcontractor agrees to deliver to AHP all proprietary information supplied and delivered, (including all copies, materials, print and electronic, collected and created by Subcontractor in performance of services for AHP), and Subcontractor shall make no further use or utilization of the information. The foregoing obligations shall not apply to information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Subcontractor; (b) becomes available to Subcontractor on a non-confidential basis from a third party source which is not prohibited from disclosing such information by a legal, contractual or fiduciary agreement to a third party; (c) Subcontractor develops independently without use of AHP's Confidential Information, as demonstrated by written records and evidence; or (d) is required by law to be disclosed, provided Subcontractor notifies AHP promptly and gives AHP an opportunity to seek an appropriate protective order. These obligations of confidentiality and non-disclosure shall be flowed down to consultants and/or lower tiered subcontractors, and shall survive the termination of this Agreement.

(b) *Non-Disclosure of Confidential Research and Statistical Data:* Subcontractor, and its employees, consultants and/or lower tiered subcontractors, shall be subject to all applicable Federal/state requirements concerning the protection of confidentiality of research and statistical information identifiable to a private person, and will comply with all established procedures to safeguard privacy and confidentiality.

(c) *Personally Identifiable Information.* Subcontractor shall, and shall ensure that each subcontractor, if applicable, shall, maintain reasonable security of all personally identifiable information (including but not limited to personal health information), and

comply with all applicable legal requirements relating to such information, including requirements relating to safeguarding, storing, transmitting, sharing, and destroying such information, and breach notification requirements as required in Business Associate Addendum in Attachment B-Special Subcontract Requirements.

Subcontractor shall not, and shall ensure that each subcontractor shall not, share personally identifiable information (including but not limited to personal health information) (excluding the personally identifiable information of Subcontractors or its subcontractors' directors, officers, employees, agents, affiliates, and designees, in connection with Subcontractor's performance under this Agreement).

SECTION 9: INTELLECTUAL PROPERTY

(a) As between AHP and Subcontractor, AHP's ideas and requirements whether written formally or provided verbally to the Subcontractor are owned by AHP or DHCS.

(b) All writings or works of authorship, ideas, discoveries, inventions, patents, products, or other information, including without limitation, specifications, program codes, source code, framework, JAR files, ZIP files, Library's files, scripts, and all related documentation, data or technical information produced or authored by the Subcontractor or any of its employees in **the course of performing the work hereunder**, together with any copyright, trademarks (including goodwill), and any other rights in intellectual property and rights in the physical embodiment in the same ("Works"), are **works made for hire** and the property of DHCS. To the extent that any Works may not, by operation of law, be works made for hire, this Agreement will constitute an irrevocable assignment by the Subcontractor to DHCS of the ownership of, and all rights of copyright, trademarks (including goodwill), and any other rights in intellectual property and rights in the physical embodiment of the Works, and DHCS will have the right to obtain and hold in its name all registrations which may be available in the Works. Subcontractor agrees to give DHCS or its designees all assistance reasonably required to perfect such rights. The Subcontractor will turn over all Works to DHCS or its designee when the Subcontractor ceases to perform services for AHP or upon AHP's earlier request.

(c) In performing services under this Agreement, Subcontractor will not design or develop any items that infringe one or more patents or other intellectual property rights of any third party. If Subcontractor becomes aware of any possible infringement in the course of performing the Work, Subcontractor shall immediately so notify AHP in writing.

(d) This Section is subject to any contrary or additional provisions contained in the **SPECIAL SUBCONTRACT TERMS AND CONDITIONS**, or under FAR clause 52.227-14, Rights in Data, together with any Alternates, if specified.

(e) This Section shall survive the expiration or termination of this Agreement.

SECTION 10: TERMINATION FOR CAUSE

(a) AHP, or at the direction of the Prime Contractor, may terminate if Subcontractor fails to comply with any terms, conditions, requirements, failure of achievement in any or all deliverables, satisfactory performance, or provisions of the Agreement. AHP shall notify Subcontractor in writing of its failure to comply. Should Subcontractor not remedy such failure within ten (10) business days (Remedy Period), the agreement may be terminated. Upon notification or any time during the Remedy Period, Subcontractor may request additional time in order to cure the default and so long as Subcontractor is

working in Good Faith and Prime Contractor approves, the cure period may be extended to at least thirty (30) business days.

(b) In the event that this Agreement is terminated for cause pursuant to Paragraph (a) above, then the Prime Contractor nor AHP shall not be liable for any work that is not performed in accordance with the Subcontract. The Prime Contractor through AHP will pay the Subcontractor for work that has been performed in accordance with this Subcontract and the Subcontractor shall transfer to the Prime Contractor or AHP all work that has been completed and paid for under this Agreement.

(c) This Agreement may be terminated immediately upon notification by either party following a material breach of this Agreement.

SECTION 11: POLICIES AND CODES

- 11.1 Subcontractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under this Agreement. These authorities include, but are not limited to, Title 42, United States Code (USC) Chapter 6A Part B and Title 45, Code of Federal Regulations (CFR) Parts 75 and 96.
- 11.2 AHP may perform inspections, review procedures, documents pertaining to the Statement of Work and other elements of this Agreement, perform onsite visits, desk reviews in order to ensure Contractor's comply with 11.1 and 11.2 as well as protect against fraud, waste and abuse.
- 11.3 In the event Contractor does not comply with 11.1 and 11.2 above, AHP shall hold Subcontractor in non-compliance under Section 9.
- 11.4 DHCS or AHP shall review Subcontractor's records to ensure funds were properly used.

SECTION 12: DATA COLLECTION AND PERFORMANCE

12.1 a. Planning Grants

Subcontractor must submit substantiating documentation of their efforts throughout the contract period, which may include implementation/action plan drafts and community needs assessments.

b. Implementation Grants

Subcontractors for Implementation Grants must include data on the performance measures identified in their contracts. Potential performance measures include:

- The number of individuals served/impacted by each CCMU
 - Percentage treated and released by CCMU
 - Percentage referred to services in the community
 - Percentage admitted to psychiatric hospital
 - Percentage involuntarily admitted to hospital
 - Percentage taken to the Emergency Department
- Average and median response time of each CCMU
- Primary diagnoses of clients served
- Primary reason for CCMU dispatch
 - e.g. Risk of self-harm, risk of violence to others, other erratic behavior
- Percentage with co-occurring mental health and substance use disorder diagnoses
- Health insurance statuses of clients served
- Number of CCMU dispatches
 - Percent of all crisis calls (911 or other) resulting in CCMU dispatch

- Number of initial mental health or substance use calls routed through police to CCMU
- Number of crisis calls when CCMU engages/requests police response
- Demographic data of clients served:
 - Number of clients served who are aged 5 and under/5-9/10-14/15-19/20- 25/26-34/35-44/45-54/55-64/65-74/75-84/85 and over/unknown
 - Number of clients served who are male/female/transgender/non-binary or gender queer/unknown
 - Number of clients served who are American Indian or Alaska Native/Asian American/ Black or African American/Native Hawaiian or Pacific Islander/More than one race/White/unknown
 - Number of clients served who are Latinx or Chicanx or Hispanic/Not Latinx or Chicanx or Hispanic/unknown
 - Number of clients served who speak a language other than English at home
- Percentage of individuals who receive crisis follow-up care within 48 hours
- Percentage of families engaged collaboratively in the crisis intervention process
- Percentage of crisis encounters resolved successfully within two hours
- Satisfaction with services (how likely are they to recommend)

12.2 Monitoring and Site Inspection

- a. The Subcontractor shall be subject by AHP for compliance with the provisions of this Agreement. Such monitoring activities shall include, but are not limited to, inspection of the Subcontractor's services, procedures, books, and records, as AHP deems appropriate. AHP may conduct monitoring activities at any time during the Subcontractor's normal business hours.
- b. AHP shall conduct a review of the Subcontractor's records to determine if any of the claimed expenditures were an improper use of grant funds.
- c. The refusal of Subcontractor to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for AHP to complete its monitoring and inspection activities constitutes an express and immediate material breach of this contract and will be a sufficient basis to terminate the contract for cause.

SECTION 13: ORGANIZATIONAL CONFLICT OF INTEREST

Subcontractor warrants to the best of its knowledge and belief at this time, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, ("OCI") as defined in FAR Subpart 9.5, or that Subcontractor has disclosed all such relevant information, and will disclose any actual or potential OCI that is discovered, including a description of activities that Subcontractor has taken or proposes to take, after consultation with the AHP Contracting Officer, to avoid the conflict. During the term of this Agreement, Subcontractor shall not enter into other contracts or arrangements or otherwise engage in work that will conflict with the parties' relationship of trust and cooperation or that may otherwise conflict with the Subcontractor's obligations.

SECTION 14: INSURANCE

(a) Subcontractor shall continuously maintain for the duration of this Agreement, the following insurance at, or in excess of, the limits detailed below:

- Worker's compensation and employer's liability insurance as required by the state or province where the work is performed.
- Comprehensive automobile and vehicle liability insurance covering claims for

injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.

- Subcontractor must furnish to AHP a certificate of Insurance stating that commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Subcontractor. The commercial general liability insurance policy shall include cover for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply to each insured against whom claim is made or suit is brought subject to the Subcontractor's limit of liability.

- Insurance appropriate and sufficient in type and amount to cover any software and data to be developed under this Agreement, and property insurance sufficient to cover the cost of any AHP, Client or other property under the Agreement that may be in the control of the Subcontractor.

(b) All policies, except Workers' Compensation and Employer's Liability, shall be endorsed to name AHP as an Additional Insured with respect to the work to be performed by Subcontractor. All such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available.

(c) Subcontractor shall immediately deposit with AHP upon request a Certificate of Insurance attesting to the above coverage and naming AHP as an additional insured party under such policies. The Subcontractor agrees that the insurance required herein will remain in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Subcontractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the Agreement or for a period of not less than one year. AHP may, in addition to any other remedies it may have, terminate this Agreement on the occurrence of such event.

(d) Insurance Indemnification. Subcontractor shall indemnify AHP for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, as a result of any claim or liability resulting from the failure of Subcontractor (or its lower tier subcontractors or consultants) to maintain the insurance policies required by this section.

(e) AHP will not be responsible for any premiums, deductibles or assessments on the insurance policy.

SECTION 15: INDEMNIFICATION

(a) Subcontractor shall indemnify and hold harmless AHP and DHCS and its officers, employees and agents for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, against all liabilities, claims, suits, demands or liens for damages to persons or property, ("Claims"), (unless such Claims arise from the gross negligence or willful misconduct of AHP), arising out of, resulting from, or relating to, the following:

- Any act, omission, or statement of the Subcontractor, or any person employed by or engaged under contract with the Subcontractor that results in injury (including

death), loss, or damage to any person or property;

- Any failure on the part of the Subcontractor to comply with applicable government requirements and requirements of law;
- the failure to maintain the insurance policies required by this section or the work performed, inclusive of Intellectual property infringement, if applicable, under this Subcontract. Insurance coverage that may be required shall in no way lessen or limit the liability of Subcontractor under the terms of this obligation.
- Any failure on the part of the Subcontractor to satisfy all claims for labor, equipment, materials and other obligations relating to the performance of the work hereunder;
- Any actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this Agreement, provided the Subcontractor is reasonably notified of such claims and proceedings; and
- Any actual or alleged unauthorized use or disclosure of any trade secret, confidential information or other proprietary interest, Work product, or other information owned by the Government, Client or AHP under the terms of this Agreement.

(b) Subcontractor shall indemnify under this clause for any of the above acts attributable to its employees, consultants, agents, and/or lower-tiered subcontractors engaged in performance of the work under this Agreement.

(c) This indemnification shall survive the expiration or termination of the Agreement.

SECTION 16: DISPUTES/APPLICABLE LAWS

16.1 Disputes

Any dispute arising out of, or relating to, this Agreement that is not resolved by the good faith efforts of the parties, shall be settled by submission to a panel consisting of one arbitrator under the Commercial Rules of the American Arbitration Association (“AAA”). The parties shall bear equally the costs assessed by the AAA, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Venue for the arbitration shall be the State of California, County of Los Angeles, at the election of AHP. The decision of the arbitrator shall be final, conclusive, and unappealable, except in the event of fraud or the arbitrator’s failure to disclose a material conflict of interest. The prevailing party, in addition to any damages awarded by the arbitrator, shall be entitled to costs and reasonable attorneys’ fees, the amount of which shall be determined by the arbitrator, in the event the parties are unable to agree.

16.2 Applicable Laws

Subcontractor agrees to comply with the applicable provisions of Federal, State and local laws or ordinances, and all orders, rules, and regulations issued thereunder, and in such a manner that the name of the other party will not be discredited. Where a FAR provision or clause, or any other Federal statute, regulation, or clause is incorporated in or applicable to this Agreement or work being performed under it, Federal law shall govern the interpretation and application thereof. If Federal law is not applicable, the appropriate law of the State of California shall apply, exclusive of that body of laws known as conflicts of law. This Section shall survive the expiration or termination of the Agreement.

SECTION 17: CERTIFICATIONS

By signature to this Agreement, Subcontractor makes the following Representations and Certifications:

- (a) Debarment and Suspension: Neither Subcontractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible nor voluntary excluded by any Federal department or agency from participating in transactions. Any change in the debarred or suspended status of the Subcontractor during the life of this Subcontract will be reported immediately to AHP. Subcontractor shall incorporate this Debarment and Suspension certification into any subcontract that they may enter into as a part of this Subcontract.
- (b) Prohibition To Perform Duties: Subcontractor is not prohibited, precluded, or restricted from performing the duties required under the Statement of Work, due to previous employment obligations, restrictions, commitments, or agreements Subcontractor has with any other federal, state and local government agency.
- (c) Federal Civil Rights Act/Equal Opportunity: Subcontractor will conform to the provisions of Title VI of the Federal Civil Rights Act of 1964, section 2000d as amended and will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, or national origin.
- (d) Labor Laws - Subcontractor certifies that it is in compliance with all applicable labor laws, including but not limited to the Walsh-Healy Act and the Contract Work Hours and Safety Standards Act (41 U.S.C. 51-58) regarding overtime compensation.
- (e) Americans with Disabilities Act – Subcontractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act and Americans with Disabilities Act of **1973** as amended (29 U.S.C 794(d), regulations implementing the Rehabilitation Act of 1973 as set forth in in Part 1194 of Title 36 of the Federal Code of Regulations, and the Americans with Disabilities Act of 1990(42 U.S.C. 12101 et seq. and 28 CFR Part 35). In 1998, Congress amended the **Rehabilitation Act of 1973** to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codifies section 508 of the Rehabilitation ACT of 1973 requiring accessibility of EIT.
- (f) Employee Compliance - Subcontractor will require all employees, entities and individuals providing services in connection with the performance of this Subcontract to comply with the provisions of this Agreement and with all Federal, State, and local laws and regulations in connection with this work.
- (g) Code of Ethics: Subcontractor has a Code of Ethics addressing at least the following areas: accurate accounting records and reporting; gifts and entertainment to Government customers; hiring of former government employees; protection of Government proprietary and source selection information; extending and receiving business courtesies; and personal and organization conflicts of interest.
- (h) Age Discrimination Act of 1975 (45 CFR Part 90)
- (i) Section 1557 of the Affordable Care Act.
- (j) Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended and 2 CFR Part 175
- (k) Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control ACT

(33 USC 1251-1387), as amended.

(l) Byrd Anti-Lobbying Amendment (31 USC 1352). The Subcontractor shall certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award.

(m) Confidentiality of Alcohol and Drug Abuse Patient Records: (42 CFR Part 2, Subparts A-E). The Subcontractor shall comply with the regulation set forth in 42 CFR part 2, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

(n) Certification and Attestation: As a requirement to be eligible for the PWI grant funding, the Subcontractor, attested to its eligibility to receive funding, Attestation Letter attached hereto as Attachment F. Any misrepresentation contained within the Attestation Letter shall be considered a material breach.

(o) Standard Funding Restrictions: Exceed Salary Limitation: The Consolidated Appropriations Act, 2016 (Pub. L. 113- 76) signed into law on January 10, 2016, limits the salary amount that may be awarded and charged to SAMHSA grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II. The Executive Level II salary can be found in SAMHSA's standard terms and conditions for all awards at <https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to sub awards/subcontracts under a SAMHSA grant or cooperative agreement. The Federal Executive Level II Salary Cap is currently \$199,300.

- Pay for any lease beyond the project period.
- Pay for the purchase or construction of any building or structure to house any part of the program.
- Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services.
- No out-of-state travel is permitted with these funds.

*SAMHSA funds were granted to the State and all funding restrictions are applicable to this funding opportunity and all sub-contracts.

SECTION 18: RECORDS AND RECORD KEEPING

- a. The Subcontractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant in accordance with 45 CFR section 75.361.
- b. AHP, SAMHSA, the Inspector General, the Controller General and DHCS, or any of its authorized representatives, have the right to access any documents, papers, or other records of the Subcontractor which are pertinent to the grant, for the purpose of performing audits, examinations, excerpts, and transcripts. The right to access records also includes timely and reasonable access to the Subcontractor's personnel for the purpose of interview and discussion related to

the requested documents.

- c. The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Subcontractor.

SECTION 19: EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION

- a. Invoices, received from a Subcontractor and accepted and/or submitted for payment by AHP, shall not be deemed evidence of allowable agreement costs.
- b. The Subcontractor shall maintain for review and audit and supply to AHP upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- c. If the allowability or appropriateness of an expense cannot be determined by AHP because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by AHP. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- d. If Travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see Attachment B, "Travel Reimbursement Information".
- e. Costs and/or expenses deemed unallowable are subject to recovery by AHP. See Section 20 "Recovery of Overpayments" for more information.
- f. Country organizations may utilize their existing DHCS certified indirect cost rates for per Behavioral Health Information Notice 20-020.

SECTION 20: RECOVERY OF OVERPAYMENTS

- a. Subcontractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by AHP by one of the following options:
 - 1. Subcontractor's remittance to AHP of the full amount of the audit exception within 30 days following AHP request for payment;
 - 2. A repayment schedule which is agreeable to both AHP and the Subcontractor.
- b. AHP reserves the right to select which option will be employed and the Subcontractor will be notified by AHP in writing of the claim procedure to be utilized.
- c. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Subcontractor, beginning 30 days after the Subcontractor's receipt of AHP's demand for repayment.
- d. If the Subcontractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Subcontractor loses the final administrative appeal, the Subcontractor shall repay, to AHP, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues

from the Subcontractor's first receipt of AHP's notice requesting reimbursement of questioned audit costs or disallowed expenses.

SECTION 21: BEST EFFORTS

21.1 Best Efforts During the term of this Agreement, Subcontractor shall use Best Efforts in order to satisfy all the requirements of the work to be performed under Section 4 and Attachment A of this Agreement.

THIS AGREEMENT CONSISTS OF **SEVENTEEN (17)** TYPEWRITTEN PAGES, TOGETHER WITH THE ATTACHMENTS IDENTIFIED BELOW, WHICH ARE HEREBY INCORPORATED INTO THIS AGREEMENT.

LIST OF ATTACHMENTS

<u>TITLE</u>	<u>No. of PAGES</u>
Attachment A – Standard Subcontract Terms and Conditions	1
Attachment B – Special Subcontractor Requirements	36
Attachment C – Subcontractor's Certification	5
Attachment D - Subcontractor's Statement of Work	2
Attachment E – Payment Schedule	1

ATTACHMENT A-STANDARD SUBCONTRACT TERMS AND CONDITIONS

Headings: Headings are for convenience of reference only and shall in no way affect interpretation of this Agreement.

Independent Contractor: Subcontractor is engaged as an independent contractor, and this Agreement shall not be construed as creating any other relationship. Subcontractor shall comply with all laws, and assume all risks incident to its status as independent contractor, and necessary to comply with specific requirements of this Agreement, including, but not limited to, payment of all applicable federal/state income taxes, associated payroll/business taxes, and licenses and fees.

No Agency: Subcontractor, its employees, agents or assigns, shall not represent, act or purport to act, or be deemed to be an agent, representative, or employee of AHP, or commit or obligate AHP to any other person or party.

Lower-Tier Consultants/Subcontractors: AHP's prior written approval is required to obtain services of consultants or lower-tier Subcontractors; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies.

No Assignment: This Agreement is for professional services, and the Agreement, or any duties/obligations imposed shall not be assigned, delegated or otherwise transferred.

Changes to be Made in Writing: Unless otherwise specified that AHP may make a unilateral modification, no understanding, agreement, modification, change order, or other matter affecting this Agreement shall be binding, unless in writing, signed by both parties' Contracting Officer. No handwritten changes shall be effective unless initialed by each Contracting Officer.

Limitation of Liability upon Termination: AHP's maximum aggregate liability to Subcontractor is limited to the total dollar amount of work properly performed by Subcontractor up to the effective date of termination, together with any authorized travel, or authorized expenses incurred under the Agreement that cannot be canceled. AHP is not liable for any special, indirect, incidental, consequential, or punitive damages, nor for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Agreement, even if advised of the possibility of such damages.

Force Majeure: Neither party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Causes may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; quarantine restrictions; labor disputes; strikes; defaults of subcontractors/vendors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/regulation/request of a state or local government entity, the US Government, or of any agency, court, commission, or other instrumentality of any such governments. Times of performance under this Agreement may be appropriately extended for excused delays if the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

Scientific Misconduct: Subcontractor shall immediately report to AHP any instance of scientific misconduct or fraud related to performance of work under this Agreement.

Warranty: Unless a different warranty is specified, Subcontractor warrants all services provided and products delivered will be free from defect in materials and/or workmanship, and will be fit for the purpose intended, and will conform to the specifications of the statement of work. In the event of a breach AHP may complete the work and seek all remedies available in law or equity.

Notices: Notices shall be in writing, sent by USPS Certified Mail-RRR, or any overnight delivery/courier service, and notice shall be deemed given when personally delivered, (or three (3) days after being sent by prepaid certified U.S. mail).

Litigation: Subcontractor shall provide written notice to AHP of any litigation that relates to the services under this contract, or that has the potential to impair its ability to fulfill this contract, including but not limited to financial, legal or other situations.

Publicity: Without prior written approval of the other, neither party shall use the other's name or make reference to the other party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing party's reasonable control. Use of either party's name may be made in internal documents, annual reports, proposals, etc. which may identify the existence of the project by title, principal investigator or project director, sponsor, period of funding, amount of award and brief abstract of the project. This Section shall survive expiration/termination of this Agreement.

Restrictions on Hiring: During the period of this Agreement, and for a period of two (2) years after its termination, neither party shall directly or indirectly, induce or solicit (or authorize or assist in the taking of any such actions by any third party) any employee or consultant of the other party to leave his/her business association with that party. Parties are not be restricted in the right to solicit or recruit generally in the media.

Survival: Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration/termination of this Agreement.

Validity and Waiver: The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. Waiver of a breach of any provision shall not constitute a waiver of any subsequent breach of that provision, or a breach of any other provision. AHP's failure to enforce any provision of this Agreement shall not be construed as a waiver. Only AHP's Contracting Officer has the authority to waive any term or condition of this Subcontract on behalf of AHP.

Interpretation: This Agreement shall be interpreted and construed in accordance with its fair meaning, and not strictly for or against either party, regardless of who may have drafted it or any specific provision.

Third Party Beneficiaries: This Agreement shall not be construed so as to give any person or entity, other than the parties, any legal or equitable claim or right.

Counterparts/Other Instruments: The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. The parties shall properly make, execute, and deliver such other and further instruments as may be reasonable, necessary, desirable, or convenient to give full force and effect to this Agreement.

Binding Effect: This Agreement shall be binding upon the parties, their successors and assigns.

ATTACHMENT B

1. Federal Equal Opportunity Requirements

- a. The Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Subcontractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or AHP, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Subcontractor will, in all solicitations or advancements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Subcontractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Subcontractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Subcontractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Subcontractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Subcontractor's noncompliance with the requirements of the provisions

herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Subcontractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Subcontractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Subcontractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or AHP may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Subcontractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by AHP, the Subcontractor may request in writing to AHP, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are authorized to be reimbursed with Agreement funds.)

Reimbursement for travel and/or per diem expenses from AHP under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit in Attachment B-Special Subcontract Requirements. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to California Department of Human Resources (CalHR) rates may be approved by AHP upon the submission of a statement by the Subcontractor indicating that such rates are not available to the Subcontractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation-

3. Procurement Rules

Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by AHP or DHCS or expenses for said items are reimbursed by funds with state or federal funds provided under this Agreement.

a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of

\$5,000 or more with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

(1) Equipment/property purchases shall not exceed \$50,000 annually.

To secure equipment/property above the annual maximum limit of \$50,000, the Subcontractor shall make arrangements through AHP, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through AHP shall be deducted from the funds available in this Agreement. Subcontractor shall submit to the AHP Contract Manager a list of equipment/property specifications for those items that the State must procure. AHP may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with AHP. The equipment/property will be delivered to the Subcontractor's address, as stated on the face of the Agreement, unless the Subcontractor notifies the AHP, in writing, of an alternate delivery address.

(2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

- d. Unless waived or otherwise stipulated in writing by AHP, prior written authorization from the AHP Contract Office or Project Manager will be required before the Subcontractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Subcontractor must provide in its request for authorization all particulars necessary, as specified by AHP, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by AHP (e.g., when AHP has a need to monitor certain purchases, etc.), AHP may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. AHP reserves the right to either deny claims for reimbursement or to request repayment for any Subcontractor purchase that AHP determines to be unnecessary in carrying out performance under this Agreement.
- f. The Subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. AHP and the State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Subcontractor at any time.
- g. For all purchases, the Subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Subcontractor for inspection or audit.
- h. AHP may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Subcontractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or AHP when said items are purchased or reimbursed by DHCS with state or federal funds provided under this Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with Agreement funds or furnished by AHP under the terms of this Agreement shall be considered state equipment and the property of AHP and DHCS.

- (1) **Reporting of Equipment/Property Receipt** - AHP requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by AHP or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Subcontractor shall report the receipt to the AHP. To report the receipt of said items and to receive property tags, Subcontractor shall use a form or format designated by AHP. If the appropriate form does not accompany this Agreement, Subcontractor shall request a copy from AHP.

- (2) **Annual Equipment/Property Inventory** - If the Subcontractor enters into an agreement with a term of more than twelve months, the Subcontractor shall submit an annual inventory of state equipment and/or property to the AHP using a form or format designated by AHP. If an inventory report form does not accompany this Agreement, Subcontractor shall request a copy from AHP. Subcontractor shall:
- (a) Include in the inventory report, equipment and/or property in the Subcontractor's possession and/or in the possession of a subcontractor (including independent consultants).
 - (b) Submit the inventory report to AHP according to the instructions appearing on the inventory form or issued by AHP.
 - (c) Contact AHP to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by AHP.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, AHP or DCHS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
- (1) In administering this provision, AHP may require the Subcontractor to repair or replace, to AHP's satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Subcontractor shall promptly submit one copy of the theft report to AHP.
- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by AHP under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Subcontractor shall provide a final inventory report of equipment and/or property to AHP and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to AHP. Final disposition of equipment and/or property shall be at AHP expense and according to AHP instructions. Equipment and/or property disposition instructions shall be issued by AHP immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, AHP OR DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.
- g. **Motor Vehicles**
(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by AHP or DHCS under this Agreement.)
- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by AHP or DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the

termination or end of this Agreement, the Subcontractor shall return such vehicles to AHP or DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to AHP or DHCS.

- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by AHP or DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Subcontractor shall be the registered owner. The Subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Subcontractor agrees that all operators of motor vehicles, If motor vehicles are purchased/reimbursed with agreement funds or furnished by AHP or DHCS under the terms of this agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by AHP or DHCS under the terms of this Agreement, the Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Subcontractor's possession.

Automobile Liability Insurance

- (a) The Subcontractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by AHP under the terms of this Agreement, to the Subcontractor.
- (b) The Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the AHP Contract Office or Project Manager. The certificate of insurance shall identify the AHP contract or agreement number for which the insurance applies.
- (c) The Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to AHP.
- (d) The Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to AHP.
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify the AHP, in writing, of the Subcontractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the

required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

- (f) The Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Subcontractor shall be notified by AHP, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, AHP may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

- a. Prior written authorization will be required before the Subcontractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph b(3) herein, when securing subcontracts for services exceeding \$5,000, the Subcontractor shall obtain at least three bids or justify a sole source award.
 - (1) The Subcontractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) AHP may identify the information needed to fulfill this requirement.
 - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - (a) A local governmental entity or the federal government,
 - (b) A State college or State university from any State,
 - (c) A Joint Powers Authority,
 - (d) An auxiliary organization of a California State University or a California community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations.
 - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>
- b. AHP reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Subcontractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from AHP requiring the substitution and/or termination of a subcontract, the Subcontractor shall take steps to ensure the

completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

- c. Actual subcontracts (i.e., written agreement between the Subcontractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of AHP. AHP may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by AHP.
- d. Subcontractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by AHP, make copies available for approval, inspection, or audit.
- e. AHP assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Subcontractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Subcontractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Subcontractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The subcontractor agrees to maintain and preserve, until three years after termination of Agreement No. 21-10349 and final payment from AHP, to permit AHP or DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.
- i. Unless otherwise stipulated in writing by AHP, the Subcontractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Subcontractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7,8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Subcontractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Subcontractor under this Agreement shall be paid by the Subcontractor to AHP so that AHP can pay DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by AHP under this Agreement.

7. Audit and Record Retention

- a. The Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

- c. Subcontractor agrees that AHP, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subcontractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)
- d. The Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- f. The Subcontractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. Site Inspection

AHP, DHCS and or SAMHSA has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Subcontractor, the Subcontractor shall provide and shall require subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this

Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, the Agreement shall be amended to reflect any reduction in funds.
- d. AHP and DHCS has the option to invalidate or cancel the Agreement with 30 days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Intellectual Property Rights

a. Ownership

- (1) Except where AHP has agreed in a signed writing to accept a license, AHP or DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Subcontractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Subcontractor may access and utilize certain of AHP's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Subcontractor shall not use any of AHP's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of AHP. **Except as otherwise set forth herein, AHP shall not give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Subcontractor accesses any third-party Intellectual Property that is licensed to AHP, Subcontractor agrees to abide by all license and confidentiality restrictions applicable to AHP in the third-party's license agreement.
- (4) Subcontractor agrees to cooperate with AHP in establishing or maintaining AHP's and/or DHCS exclusive rights in the Intellectual Property, and in assuring AHP's or DHCS' sole rights against third parties with respect to the Intellectual Property. If the Subcontractor

enters into any agreements or subcontracts with other parties in order to perform this Agreement, Subcontractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to AHP and/or DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or AHP and which result directly or indirectly from this Agreement or any subcontract.

- (5) Subcontractor further agrees to assist and cooperate with AHP/DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce AHP'S Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement, Subcontractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Subcontractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Subcontractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Subcontractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Subcontractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Subcontractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of AHP or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Subcontractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Subcontractor in connection with Subcontractor's performance of this Agreement shall be deemed "works made for hire". Subcontractor further agrees that the work of each person utilized by Subcontractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Subcontractor or that person has entered into an agreement with Subcontractor to perform the work. Subcontractor shall enter into a written agreement with any such person that: (i) all work performed for Subcontractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to AHP and/or DHCS to any work product made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or AHP and which result directly or indirectly from this Agreement, shall include AHP's or DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], This material may not be reproduced or disseminated without prior written permission from AHP." This notice

should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Subcontractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Subcontractor hereby grants to AHP and/or DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Subcontractor agrees to assign to AHP and/or DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist AHP and/or DHCS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Subcontractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Subcontractor or third party without first: (i) obtaining AHP's prior written approval; and (ii) granting to or obtaining for AHP and/or DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Subcontractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and AHP determines that the Intellectual Property should be included in or is required for Subcontractor's performance of this Agreement, Subcontractor shall obtain a license under terms acceptable to AHP and/or DHCS.

f. Warranties

(1) Subcontractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Subcontractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS or AHP and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Subcontractor.
- (d) Neither Subcontractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props

that may be used or shown.

- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to AHP or DHCS in this Agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subcontractor's performance of this Agreement.
- (2) AHP NOR DHCS MAKE NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

- (1) Subcontractor shall indemnify, defend and hold harmless AHP and DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Subcontractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subcontractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of AHP's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DCHS or AHP and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. AHP reserves the right to participate in and/or control, at Subcontractor's expense, any such infringement action brought against AHP.
- (2) Should any Intellectual Property licensed by the Subcontractor to AHP under this Agreement become the subject of an Intellectual Property infringement claim, Subcontractor will exercise its authority reasonably and in good faith to preserve AHP's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to AHP. AHP shall have the right to monitor and appear through its own counsel (at Subcontractor's expense) in any such claim or action. In the defense or settlement of the claim, Subcontractor may obtain the right for AHP to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, AHP shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- (3) Subcontractor agrees that damages alone would be inadequate to compensate AHP or DHCS for breach of any term of this Intellectual Property Exhibit by Subcontractor. Subcontractor acknowledges AHP or DHCS would suffer irreparable harm in the event of such breach and agrees AHP shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

Based upon this Agreement is funded by the federal government, AHP and DHCS may acquire and maintain the Intellectual Property rights, title, and ownership which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have the permit others to do so.

11. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

12. Prior Approval of Training Seminars, Workshops or Conferences

Subcontractor shall obtain prior AHP approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Subcontractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Subcontractor to conduct routine business matters.

13. Confidentiality of Information

- a. The Subcontractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Subcontractor and its employees, agents shall not use such identifying information for any purpose other than carrying out the subcontractor's obligations under this Agreement.

- c. The Subcontractor and its employees, agents shall promptly transmit to the AHP Contract Office or Project Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Subcontractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than AHP without prior written authorization from the AHP Contract Office or Project Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by AHP/DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publication, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports, and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

15. Financial and Compliance Audit Requirements

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030)

c. The Subcontractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Subcontractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;*** the Subcontractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) ***If the Subcontractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,*** the Subcontractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the

Contractor's fiscal year, **and/or**

(3) ***If the Subcontractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90) and expends \$750,000 or more in Federal awards***, the Subcontractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Subcontractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Subcontractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Subcontractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Subcontractor must also submit a certification indicating the Subcontractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Subcontractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Subcontractor's total revenue. The AHP program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Subcontractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Subcontractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Subcontractor shall include a clause in any agreement the Subcontractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific

program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

16. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Subcontractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

17. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

b. By signing this Agreement, the Subcontractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

(6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended,

declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Subcontractor is unable to certify to any of the statements in this certification, the Subcontractor shall submit an explanation to AHP and the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Subcontractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

18. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Subcontractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Subcontractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

19. Covenant Against Contingent Fees

The Subcontractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Subcontractor for the purpose of securing business. For breach or violation of this warranty, AHP shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the fully amount of such commission, percentage, and brokerage or contingent fee.

20. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities)
Unless waived or otherwise stipulated in this Agreement, AHP may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until AHP receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

21. Performance Evaluation

Not applicable to grant agreements
AHP may, at its discretion, evaluate the performance of the Subcontractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with AHP. Negative performance evaluation may be considered by AHP prior to making future contract awards.

22. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

23. Four-Digit Date Compliance

(Applicable to agreements in which Technology (IT) services are provided to AHP or if IT equipment is procured.)

Subcontractor warrants that it will provide only Four-Digit Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere herein.

24. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)
Subcontractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright law.

25. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e. procurement of goods and/or services). Subcontractors shall take all of the following steps to further this goal.

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intended to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms, and women's business enterprises.

26. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Subcontractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

27. Union Organizing

(Applicable only to grant agreements.)

Subgrantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Subgrantee, by signing this Agreement hereby certifies that:

- d. No state funds disbursed by this grant will be used to assist, promote, or deter union organizing.
- e. Subgrantee shall account for state funds disbursed for a specific expenditure by this grant, to show how those funds were allocated to that expenditure.
- f. Subgrantee shall, where state funds are not designated as described in herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- g. If Subgrantee makes expenditures to assist, promote or deter union organizing, Subgrantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Subgrantee shall provide those records to the Attorney General upon request.

28. Agreement Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

1. Compensation for personal services paid currently or accrued by the Subcontractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
2. Directors and executive committee member's fees.
3. Incentive awards and/or bonus incentive pay.
4. Allowances for off-site pay.
5. Location allowances.
6. Hardship pay.
7. Cost-of-living differentials.

c. Specific allowable fringe benefits include:

1. Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e. health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

1. Be necessary and reasonable for the performance of the Agreement.
2. Be determined in accordance with generally accepted accounting principles.
3. Be consistent with policies that apply uniformly to all activities of the Subcontract.

e. Subcontractor agrees that all fringe benefits shall be at actual cost.

29. Suspension or Stop Work Notification

- a. AHP may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Subcontractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from AHP. The resumption of work (in whole or part) will be at AHP's discretion and upon receipt of written confirmation.
 - (1) Upon receipt of a suspension or stop work notification, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
 - (2) Within 90 days of the issuance of a suspension or stop work notification, AHP shall either:
 - (a) Cancel, extend, or modify the suspension or stop work notification; or
 - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Subcontractor may resume work only upon written concurrence of AHP.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or agreement terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, AHP shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. AHP shall not be liable to the Subcontractor for loss of profits because of any suspension or stop work notification issued under this clause.

30. Public Communications

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- A. Ensure visual-impaired, hearing impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

31. Compliance with Statutes and Regulations

- a. The Subcontractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under the Agreement.

- b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431; subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR 434; Title 45 CFR Part 75, subpart D; and title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

32. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

1. Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant or subgrant, which is subject to Section 1352 of the 31, U.S.C., are which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
2. Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with an agreement, or grant or any extension or amendment of that agreement, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
3. Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure from previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - c. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
4. Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
5. All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to AHP Contract Office or Project Manager.

b. Prohibition

Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of

any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, or agreement, grant, loan or cooperative agreement.

33. Avoidance of Conflicts of Interest by Subcontractor

1. AHP intends to avoid any real or apparent conflict of interest on the part of the Subcontractors, or employees, officers and Directors of the subcontractors. This AHP reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Subcontractor to submit additional information or a plan for resolving the conflict, subject to AHP review and prior approval.
2. Conflicts of interest include, but are not limited to:
 - a. An instance where the subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.
 - b. An instance where the subcontractor's employees, officers, or Directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
3. If AHP is or becomes aware of a known or suspected conflict of interest, the Subcontractor will be given an opportunity to submit additional information or to resolve the conflict. A Subcontractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by AHP to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by AHP and cannot be resolved to the satisfaction of AHP, the conflict will be grounds for terminating the Agreement. AHP may, at its discretion upon receipt of a written request from the Subcontractor, authorize an extension of the timeline indicated herein.

34. Subcontractor Conduct and Filing Requirements

- A. When a Subcontractor performs work on DHCS premises, the Subcontractor shall follow and adhere to all DHCS policies and procedures including, but not limited to, those governing health and safety, nondiscrimination, appropriate vehicle use, travel reimbursement, security and confidentiality of information, incompatible activities, acceptable employee conduct, information technology protocols and requirements, workplace violence prevention, and conflict of interest filing instructions (if applicable). Subcontractors may not access DHCS confidential, personal, or sensitive information until they have been trained on the DHCS policies and procedures for information privacy and security and sign a Confidentiality Statement. The training may be accomplished through ton-line Privacy/Security Training on the DHCS intranet.
- B. Certain Subcontractors designated by the DHCS' Conflict of Interest Code are required to complete and file a Statement of Economic Interests, Form 700. The Subcontractor agrees that if the Director of DHCS or his/her designee determines that a Statement of Economic Interests, Form 700, is required based upon the nature of the services that are to be performed, the Subcontractor shall be so notified by DHCS and the Subcontractor shall obtain a Form 700 and filing instructions from DHCS' Personnel Office or the Fair Practices Commission and fully complete the Form 700. The Subcontractor shall file the completed Form 700 in a timely manner with the DHCS Personnel Office and submit a copy to the DHCS Program Contract Manager. Failure to obtain, complete or file a Form 700 in a timely manner as instructed by DHCS, may result in immediate contract termination or Subcontract substitution/replacement.

35. Prohibited Follow-on Subcontracts

- A.** No person, firm or subsidiary thereof who has been awarded a subcontract agreement may submit a bid for, nor be awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end production of this Subcontract agreement.
- B.** Paragraph A does not apply at any person, firm or subsidiary thereof who is awarded a subcontract agreement which totals more than 10 percent of the total monetary value of the consulting services agreement.
- C.** Paragraphs A and B do not apply to subcontract agreements subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.

State of California
Department of Health Care Services
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding, or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

TRI-CITY MENTAL HEALTH AUTHORITY	JESSE H. DUFF
Name of Subcontractor	Printed Name of Person Signing for Subcontractor
Contract/Grant Number	Signature of Person Signing for Subcontractor
Date	Title
	INTERIM EXECUTIVE DIRECTOR

After execution by or on behalf of Subcontractor, please return to:
California Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. Initial filing b. Material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable, _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	Signature: _____ Print Name: _____ Title: _____ Telephone No. _____ Date: _____	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date and of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g. the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g. Request for Proposal (RFP) number; Invitation for Bid (IFB); grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Travel Reimbursement Information

(Lodging and Per Diem Reimbursement - Effective for travel on/after January 1, 2021)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.

- a. Reimbursement for travel and/or per diem shall be at the rates established for non-represented/excl used state employees. Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by the Department of Health Care Services (DHCS) upon the receipt of a statement on/with an invoice indicating that State employee travel rates are not available.
- b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters, or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spend the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
- c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this document to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

1) Lodging (with receipts*):

Travel Location/Area	Reimbursement Rate
AH counties (except the counties identified below)	\$ 90.00 plus tax
Counties of Sacramento, Napa, Riverside	\$ 95.00 plus tax
Marin	\$110.00 plus tax
Counties of Los Angeles (except City of Santa Monica), Orange, Ventura, and Edwards AFB	\$120.00 plus tax
Counties of Monterey and San Diego	\$125.00 plus tax
Counties of Alameda, San Mateo, and Santa Clara	\$140.00 plus tax
City of Santa Monica	\$150.00 plus tax
San Francisco	\$250.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of DHCS or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment

2.) Meal/Supplemental Expenses: With substantiating receipts, a contractor may claim actual expenses. Incurred up to the following maximum reimbursement rates for each full 24-hour period of travel.

Meals/Expense	Reimbursement Rate
Breakfast	\$7.00
Lunch	\$11.00
Dinner	\$23.00
Incidental expenses	\$5.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior DHCS written or verbal approval. Verbal approval shall be confined in writing (email or memo).
 - e. In computing allowances for continuous periods of travel of less than 24 hours, consult the Per Deim Reimbursement Guide.
 - f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours unless expenses are incurred at least 50 miles from headquarters.
2. If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, DHCS shall inform the subcontractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change. At DHCS' discretion, changes or revisions made by DHCS to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by DHCS program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by CalHR.
 3. For transportation expenses. The subcontractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipt pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
 4. Auto mileage reimbursement: If a subcontractor uses his/her or a company car for transportation, the rate of reimbursement will be 0.56 cents maximum per mile. If a subcontractor uses his/her or a company car "in lieu of airfare, the air coach fare will be the maximum paid by the State. The subcontractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
 5. The subcontractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
 6. Subcontractors are to consult with program funding the contract to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period:	And this condition exists:	Meal allowed with receipt:
Less than 24 hours	<ul style="list-style-type: none"> • Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m. • Trip ends at least one hour after the regularly scheduled workday ends or begins at or before 4:00 p.m. and ends after 7:00 p.m. <p><i>Lunch or Incidentals cannot be claimed on one-day trips.</i></p>	<p>Breakfast</p> <p>Dinner</p>
24 hours or more	<ul style="list-style-type: none"> • Trip begins at or before 6:00 a.m • Trip begins at or before 11:00 a.m. 	<p>Breakfast</p> <p>Lunch</p>
	<ul style="list-style-type: none"> • Trip begins at or before 5:00 p.m. 	<p>Dinner</p>
More than 24 hours	<ul style="list-style-type: none"> • Trip ends at or after 8:00 a.m. 	<p>Breakfast</p>
	<ul style="list-style-type: none"> • Trip ends at or after 2:00 p.m. 	<p>Lunch</p>
	<ul style="list-style-type: none"> • Trip ends at or after 7:00 p.m 	<p>Dinner</p>
<p>The following meals may not be claimed for reimbursement: meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and/or continental breakfasts such as rolls, juice, and coffee are not considered to be a meal.</p> <p>No meal expense may be claimed for reimbursement more than once in any given 24-hour period.</p>		

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)
2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.
4. AHP intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws..
 - 4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
 - 4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Subcontractor (however named elsewhere in this Agreement) is the Business Associate of AHP acting on AHP's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of AHP, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. AHP and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Business Associate.** Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of AHP, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by AHP.
 - 7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

8. Compliance with other Applicable Law

- 8.1** To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:
- 8.1.1** To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned: and
- 8.1.2** To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.
- 8.2** Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act. California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- 8.3** If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

- 9.1 Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.
- 9.2 Safeguards and Security.**
- 9.2.1** Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.
- 9.2.2** Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at; updates will be available online through the [Computer Security Resource Center website](#).
- 9.2.3** Business Associate shall employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-2 validation can be determined online through the Cryptographic Module Validation Program Search, with information about the Cryptographic Module Validation Program under FIPS 740-2. In addition, Business Associate shall maintain, at a minimum, the most

current industry standards for transmission and storage of PHI and other confidential information.

- 9.2.4** Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.
- 9.2.5** Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.
- 9.2.6** Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.
- 9.3 Business Associate's Agent.** Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.
- 10. Mitigation of Harmful Effects.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.
- 11. Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.
- 12. Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.
- 13. Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.
- 14. Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of AHP under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to AHP in the performance of such obligation.
- 15. Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of AHP available to AHP upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.
- 16. Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, AHP that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify AHP of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- 17. Special Provision for SSA Data.** If Business Associate receives data from or on behalf of AHP that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between AHP, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and

agents of its agents, to AHP.

18. **Breaches and Security Incidents.** Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to OHCS.

18.1.1 Business Associate shall notify AHP Immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to AHP.

18.1.2 Business Associate shall notify AHP within 24 hours by email (or by telephone if Business Associate is unable to email AHP) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential Information affecting this Agreement.

18.1.3 Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information at Section 18.6. below.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the Initial notice of a security Incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the Incident is reported. The form is available online at

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

18.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

18.2 Investigation. Business Associate shall immediately investigate such security incident or confidential breach.

18.3 Complete Report. To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other

applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

- 18.4 Notification of Individuals. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.
- 18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS. If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.
- 18.6 DHCS Contact Information. To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	DHCS Privacy Office	DHCS Information Security Office
See the Scope of Work exhibit for Program Contract Manager Information. If this Business Associate is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement	Privacy Office c/o Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Phone: 916-445-4646	Information Security Office DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

19. Responsibility of DHCS. AHP agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement

20.1 From time to time, AHP or DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS

Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

- 20.2** If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify AHP unless it is legally prohibited from doing so.

21. Termination

- 21.1 Termination for Cause.** Upon AHP's knowledge of a violation of this Agreement by Business Associate, AHP may in its discretion:

- 21.1.1** Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or
- 21.1.2** Terminate this Agreement if Business Associate has violated a material term of this Agreement.

- 21.2 Judicial or Administrative Proceedings.** AHP may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions

- 22.1 Disclaimer.** AHP makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

22.2. Amendment.

- 22.2.1** Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

- 22.2.2** Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

- 22.3 Assistance In Litigation or Administrative Proceedings.** Business Associate shall make itself and its employees and agents available to AHP at no cost to AHP to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against AHP, DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

- 22.4 No Third-Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

- 22.5 Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

22.6 No Waiver of Obligations. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

**Attachment C
Subcontractor Certification**

Subcontractor Certification Clause

CCC 04/2017

CERTIFICATION

I, the official named below, **CERTIFY UNDER PENALTY OF PERJURY** that I am duly authorized to legally bind the prospective Subcontractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Subcontractor/Bidder Firm Name	Federal ID Number
--------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

SUBCONTRACTOR CERTIFICATION CLAUSES

PART I - STATEMENT OF COMPLIANCE:

Subcontractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

PART II - DRUG-FREE WORKPLACE REQUIREMENTS:

Subcontractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
 - 1. the dangers of drug abuse in the workplace;
 - 2. the person's or organization's policy of maintaining a drug-free workplace;

3. any available counseling, rehabilitation and employee assistance programs; and,
4. penalties that may be imposed upon employees for drug abuse violations.

c) Every employee who works on the proposed Agreement will:

1. Receive a copy of the company's drug-free policy statement; and,
2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subcontractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Subcontractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Subcontractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Subcontractor within the immediately preceding two-year period because of Subcontractor's failure to comply with an order of a Federal court which orders Subcontractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

SUBCONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE-PRO BONO REQUIREMENT

Subcontractor hereby certifies that subcontractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Subcontractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any Agreement period of less than a full year or 10% of its Agreement with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Subcontractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

- a. All Subcontractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works Agreement, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal

sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The subcontractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov and Public Contract Code Section 6108.

- b. The subcontractor agrees to cooperate fully in providing reasonable access to the subcontractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the subcontractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS

For agreements of \$100,000 or more, Subcontractor certifies that Subcontractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY

For agreements of \$100,000 or more, Subcontractor certifies that Subcontractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Subcontractor needs to be aware of the following provisions regarding current or former state employees. If Subcontractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a. Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b. Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

If Subcontractor violates any provisions of above paragraphs, such action by Subcontractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430(e))

LABOR CODE/WORKERS COMPENSATION:

Subcontractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Subcontractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICAN WITH DISABILITIES ACT:

Subcontractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

SUBCONTRACTORS NAME CHANGE:

An amendment is required to change the Subcontractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATION TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the subcontractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate subcontractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Subcontractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all subcontractors that are not another state agency or other government entity.

1.CALIFORNIA CIVIL RIGHTS LAWS: For Agreement executed or renewed after January 1, 2017, the subcontractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2.EMPLOYER DISCRIMINATION POLICIES For Agreements executed or renewed after January 1, 2017, if a con Subcontractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Subcontractor certifies that such policies are not used in violation of the Unruh Civil Rights Act Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).

ATTACHMENT D STATEMENT OF WORK

Crisis Care Mobile Units Program Planning Grant

Tri-City Mental Health Authority

Item	Billing code	Time Period	Description/Deliverable	Amount	Due Date
1.	7460.01 -001	Quarter 2 1/1/22 – 3/31/22	<p>Coordination</p> <ul style="list-style-type: none"> • The Grantee will invite local and regional organizations, to join the community planning partners group (partners group) that will assist the Grantee in developing, editing, revising and approving: <ul style="list-style-type: none"> ○ A needs assessment, which will describe the existence and availability of crisis services available to youth and adults in the Grantee's county. ○ A finalized Action Plan, which will address the need of crisis and non-crisis mobile programs in the Grantee's county, and must be submitted to and approved by DHCS no later than close of business February 14, 2023. • Exploration and retention of consultant(s) to take lead on Engagement, Community Need Assessment, Action Plan development, and quarterly progress reporting activities over course of the grant. • The Grantee will convene the partners group one time this quarter through Zoom. Agenda items will include: community needs assessment; program planning; and action plan. <p>Community Assessment</p> <ul style="list-style-type: none"> • The Grantee will begin community needs assessment. Activities will include identifying existing resources, service gaps, and best practices for providing mobile crisis services. <p>Quarterly report</p> <ul style="list-style-type: none"> • The Grantee will develop and submit the quarterly report by 3/31/22. 	\$72,000.00	3/31/22
2.	7460.01 -001	Quarter 3 4/1/22 – 6/30/22	<p>Coordination</p> <ul style="list-style-type: none"> • The Grantee will convene the partners group one time this quarter through Zoom. Agenda items will include: community needs assessment; program planning; and action plan. <p>Community Assessment</p> <ul style="list-style-type: none"> • The Grantee will continue community needs assessment. Activities will include identifying existing resources, service gaps, and best practices for providing mobile crisis services. • The Grantee will create 'flow chart' to reveal community strengths and gaps in crisis response and care that need to be addressed. <p>Drafting Action Plan</p> <ul style="list-style-type: none"> • The Grantee will begin work on the Action Plan based 	\$38,000.00	6/30/22

			<p>on the community and needs assessment and information gathered from partners group meetings.</p> <p>Quarterly report</p> <ul style="list-style-type: none"> The Grantee will develop and submit the quarterly report by 6/30/22. 		
3.	7460.01 -001	Quarter 4 7/1/22 – 9/30/22	<p>Community Assessment</p> <ul style="list-style-type: none"> The Grantee will finalize Community Need Assessment and develop a report on findings that will be used in the Action Plan. <p>Action Plan</p> <ul style="list-style-type: none"> The Grantee will continue work on the Action Plan. Activities will include planning structure of CCMU and planning staffing and training needs. <p>Quarterly report</p> <ul style="list-style-type: none"> The Grantee will develop and submit the quarterly report by 9/30/22. 	\$38,000.00	9/30/22
4.	7460.01 -001	Quarter 5 10/1/22 – 12/31/22	<p>Action Plan</p> <ul style="list-style-type: none"> The Grantee continue drafting the Action Plan. Activities will include write job descriptions for CCMU staff; explore relevant performance measures for CCMU; establish tracking/input workflow for CCMU encounters in EHR; and begin workflow development for CCMU response and service delivery <p>Quarterly report</p> <ul style="list-style-type: none"> The Grantee will develop and submit the quarterly report by 12/31/22. 	\$40,000.00	12/31/22
5.	7460.01 -001	Quarter 6 (partial) 1/1/23 – 2/14/23	<p>Submit Action Plan</p> <ul style="list-style-type: none"> The Grantee will finalize and submit the Action Plan to DHCS. <p>Quarterly report</p> <ul style="list-style-type: none"> The Grantee will develop and submit the quarterly report by 2/14/2023. 	\$12,000.00	2/14/23
CONTRACT TOTAL				\$200,000.00	

**ATTACHMENT E
PAYMENT SCHEDULE**

Tri-City Mental Health Authority

Quarter #/Date Range	Invoice Description	Amount of Invoice
Quarter 2: 1/01/22 – 3/31/22	Progress Report detailing progress made towards Deliverable 1	\$72,000.00
Quarter 3: 04/01/22 – 6/30/22	Progress Report detailing progress made towards Deliverable 2	\$38,000.00
Quarter 4: 07/01/22 – 9/30/22	Progress Report detailing progress made towards Deliverable 3	\$38,000.00
Quarter 5: 10/01/22 – 12/31/22	Progress Report detailing progress made towards Deliverable 4	\$40,000.00
Quarter 6: 1/1/23 – 2/14/23	Progress Report detailing progress made towards Deliverable 5	\$12,000.00
Total Deliverables and Other Directs		\$200,000.00

**HIPAA PRIVACY
COMPLIANCE AGREEMENT
FOR BUSINESS ASSOCIATES**

THIS AGREEMENT is made this _____ day of _____, ~~2010~~ by and among **ADVOCATES FOR HUMAN POTENTIAL, INC.**, a Corporation organized under the laws of the Commonwealth of Massachusetts, with corporate offices located at **490-B Boston Post Road, Sudbury, MA 01776** (hereinafter known as "AHP"), and

Insert Individual/Business Name

an/a

Individual residing at: _____
Print Residence Address

_____, having its place of business
Insert Business Entity type, e.g. Corporation/LLC/Partnership

at: _____,

(hereinafter known as "BUSINESS ASSOCIATE"). AHP and Business Associate shall collectively be known herein as "the Parties."

WHEREAS, AHP has entered into a consulting agreement with

Insert Provider/AHP Client Name

"Covered Entity," whose business in the health care industry would constitute being defined as a Covered Entity;

WHEREAS, AHP wishes to continue an existing business relationship with Business Associate that has been memorialized in a separate subcontract/consulting agreement, which is still in effect;

WHEREAS, the nature of the existing contractual relationship between AHP, Covered Entity and Business Associate may involve the exchange of Protected Health Information ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended by Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"), including all pertinent regulations issued by the Department of Health and Human Services ("HHS");

The premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

A. Definitions.

1. Breach. "Breach" has the same meaning as this term has in §13400 of Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act").
2. Business Associate. "Business Associate" shall mean _____
Insert Business/Individual Name
3. Covered Entity. "Covered Entity" shall mean _____
Insert Provider/AHP Client Name
4. Designated Record Set. "Designated Record Set" has the same meaning as this term has in 45 CFR §164.501.

**HIPAA PRIVACY
COMPLIANCE AGREEMENT
FOR BUSINESS ASSOCIATES**

5. Individual. "Individual" has the same meaning as this term has in 45 CFR §164.501.
6. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended by the HITECH Act.
7. Protected Health Information. "Protected Health Information" (or "PHI") has the same meaning as this term has in 45 CFR §160.103 (as amended by the HITECH Act), limited to the information created or received by Business Associate from or on behalf of Covered Entity.
8. Required by Law. "Required by Law" has the same meaning as this term has in 45 CFR §164.501.
9. Secretary. "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designate.
10. Security Standards. "Security Standards" means the security standards for protection of PHI promulgated by the Secretary in Title 45 C.F.R.
11. Unsecured Protected Health Information. "Unsecured Protected Health Information" shall mean Protected Health Information (PHI) that is not secured through the use of a technology or methodology specified by the Secretary in regulations or as otherwise defined in the §13402(h) of the HITECH Act.
12. Any prospective amendment to the laws referenced in this definitional section prospectively amend this Agreement to incorporate said changes by Congressional act or by regulation of the Secretary of HHS.

B. Obligations and Activities of Business Associate.

1. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
2. Business Associate agrees to employ administrative, physical, and technical safeguards meeting required Security Standards for business associates as Required by Law to prevent disclosure or use of PHI other than as allow by this Agreement.
3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI held by Business Associate in violation of the requirements of this Agreement.
4. Business Associate agrees to report to AHP and Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
5. If a breach of unsecured protected health information occurs at or by Business Associate, the Business Associate must notify AHP and the Covered Entity following the discovery of the breach without unreasonable delay and, in all cases, no later than 60 days from the discovery of the breach. To the extent possible, the Business Associate should provide AHP and the Covered Entity with the identification of each individual affected by the breach as well as any information required to be provided by AHP and the Covered Entity in its notification to affected individuals. Business Associates shall comply with all regulations issued by HHS and applicable state agencies regarding breach notification to AHP and the Covered Entity.

**HIPAA PRIVACY
COMPLIANCE AGREEMENT
FOR BUSINESS ASSOCIATES**

6. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to PHI.
7. Business Associate agrees, at the request of AHP or the Covered Entity, to provide AHP or the Covered Entity (or a designate of Covered Entity) access to Protected Health Information in a Designated Record Set in prompt commercially reasonable manner in order to meet the requirements under 45 CFR §164.524.
8. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that AHP or the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of AHP or the Covered Entity or an Individual, in a prompt and commercially reasonable manner.
9. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, AHP or Covered Entity available to AHP or the Covered Entity, or to the Secretary (including official representatives of the Secretary), in a prompt commercially reasonable manner for purposes of determining Covered Entity's compliance with the Privacy Rule.
10. Business Associate shall, upon request with reasonable notice, provide AHP or Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.
11. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
12. Business Associate agrees to provide to Covered Entity or an Individual, in a prompt commercially reasonable manner, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
13. During the term of this Agreement, Business Associate shall maintain, at its sole cost and expense, comprehensive general liability insurance of not less than one million dollars and any insurance that may be mandated for Business Associate by law or regulation (including Worker's Compensation and State Disability Insurance if applicable). Business Associate shall provide AHP written evidence of such insurance upon request. Business Associate shall provide AHP with prompt written notice of any material change or cancellation in its coverage.
14. Business Associate shall indemnify AHP for any damages, costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, as a result of any claim or liability resulting from the failure of Business Associate (or its lower tier subcontractors or consultants) to maintain the insurance policies required by this section or for breach of any of Business Associates obligations under this Agreement.

**HIPAA PRIVACY
COMPLIANCE AGREEMENT
FOR BUSINESS ASSOCIATES**

C. Permitted Uses and Disclosures by Business Associate.

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information as follows:

1. On behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
2. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

D. Obligations of Covered Entity

1. Covered Entity shall notify AHP, which will then notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
2. Covered Entity shall notify AHP, which will then notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
3. Covered Entity shall notify AHP, which will then notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
4. AHP or the Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Nothing in this paragraph shall restrict the ability of Business Associate to use or disclose PHI as set forth in paragraph C.2. herein.

E. Remedies in Event of Breach.

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, and could result in irreparable harm to AHP in the event of breach by Business Associate of any of the covenants and assurances contained in Paragraphs B or C of this Agreement. As such, in the event of breach of any of the covenants and assurances contained in paragraphs B or C above, Covered Entity and/or AHP shall be entitled to enjoin and restrain Business Associate from any continued violation of Paragraphs B or C. The remedies contained in this paragraph E shall be in addition to (and not supersede) any action for damages and/or any other remedy Principal may have for breach of any part of this Agreement.

**HIPAA PRIVACY
COMPLIANCE AGREEMENT
FOR BUSINESS ASSOCIATES**

F. Term of Agreement and Termination.

1. Term of Agreement. The Term of this Agreement shall be effective as of the date given at the top of Page 1 herein, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
2. Termination for Cause. Upon AHP's or Covered Entity's knowledge of a material breach by Business Associate, AHP or Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by AHP or Covered Entity;
 - b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - c. If neither termination nor cures are feasible, AHP or Covered Entity shall report the violation to the Secretary.
3. Effect of Termination.
 - a. Except as provided in paragraph E.3(b) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to AHP and Covered Entity notification of the conditions that make return or destruction infeasible. Upon notification to AHP and Covered Entity that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

G. Miscellaneous Terms.

1. State Law. If state law applicable to the relationship between Business Associate and AHP and through the agreement between AHP and Covered Entity contains additional or more stringent requirements than federal law for Business Associates regarding any aspect of PHI privacy, then Business Associate agrees to comply with the higher standard contained in applicable state law.
2. Consideration. Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by AHP or Covered Entity in choosing to continue or commence a business relationship with Business Associate.

**HIPAA PRIVACY
COMPLIANCE AGREEMENT
FOR BUSINESS ASSOCIATES**

3. Modification. This Agreement may only be modified through a writing signed by the Parties and, thus, no oral modification hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
4. Notices. Any notice required under this Agreement shall be made in writing to:

Item	AHP	Business Associate
Name	Charles Galland	
Organization	Advocates for Human Potential, Inc.	
Address	490 B Boston Post Road	
City, State, Zip	Sudbury, MA 01776	
Phone	978-261-1425	
Email	cgalland@ahpnet.com	
Fax	978-261-1467	

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

Item	AHP	Business Associate
Printed Name	Charles Galland	
Signature		
Title	Chief Operating Officer	
Date		

 **SIGN HERE**



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

DATE: March 16, 2022

TO: Governing Board of Tri-City Mental Health Authority

FROM: Jesse H. Duff, Interim Executive Director

BY: Elizabeth Renteria, LCSW, Chief Clinical Officer

SUBJECT: Consideration of Resolution No. 642 Approving Grant Agreement No. 21MHSOAC061 in the amount of \$3,820,932.00 for Mental Health Student Services Act (MHSSA) with the Mental Health Services and Oversight and Accountability Commission (MSHOAC); and Authorizing the Interim Executive Director to Execute the Agreement and any Amendments thereafter

Summary:

Staff recommends that the Governing Board authorize Tri-City Mental Health Authority to enter into a Grant Agreement with Mental Health Services and Oversight and Accountability Commission to implement the Scope of Work as outlined in Mental Health Student Services Act grant proposal.

Background:

The Mental Health Services Oversight & Accountability Commission (Commission) Strategic Plan includes the priorities and objectives for the years 2020-2023. One of these objectives is to “promote school mental health as a prime opportunity to reach and serve at-risk children, families and neighborhoods.” This will be accomplished through the implementation of the Mental Health Student Services Act (MHSSA) as the Commission will have the opportunity to work with grantees who can share lessons learned and identify areas for improvement.

The MHSSA is intended to foster stronger school-community mental health partnerships that can leverage resources to help students succeed by authorizing counties and local educational agencies to enter into partnerships to create programs that include targeted interventions for pupils with identified social-emotional, behavioral, and academic needs. School-community mental health partnerships offer an opportunity to reach children and youth in an environment where they are comfortable and that is accessible.

The Federal American Rescue Plan Act (ARPA) provided \$100 million through the State Fiscal Recovery Fund to expand the MHSSA program throughout California. These grants shall be for Economically Disadvantaged Communities. Tri- City Mental Health Authority submitted a proposal that was accepted and funded in the amount of \$3,820,932.00.

Governing Board of Tri-City Mental Health Authority

Consideration of Resolution No. 642 Approving Grant Agreement No. 21MHSOAC061 in the amount of \$3,820,932.00 for Mental Health Student Services Act (MHSSA) with the Mental Health Services and Oversight and Accountability Commission (MSHOAC); and Authorizing the Interim Executive Director to Execute the Agreement and any Amendments thereafter

March 16, 2022

Page 2

The Tri-City Mental Health Authority Mental Health Student Support Services Act Project will focus on increasing access to collaborative, culturally relevant, coordinated, family driven, community and school-based services to high-risk youth and young adults, including, but not limited to, foster youth, youth who identify as LGBTQ+, and youth who have been expelled or suspended from school. Young residents who are served by the project will receive mental health services on school campuses in early intervention, suicide prevention, drop-out prevention, evidence based mental health practices and the development and coordination of service plans to address ongoing needs. The project will utilize innovative service provision strategies including the use of technology and peer support services to reach undeserved children, youth and young adults. Funding will be utilized to reinforce school partnerships, fund innovations in the community, train mental health staff and educators on engaging youth in trauma informed care. Finally, an ongoing stakeholder collaborative will be established to work collaboratively with the Commission and/or other MHSSA counties to share learning and develop a multifaceted strategic sustainability plan to continue the work beyond the funding period.

Fiscal Impact:

The maximum award under this Agreement is \$3,820,932.00 (Three million eight hundred twenty thousand nine hundred thirty-two dollars and no cents). The funding period begins upon execution of the contract and ends on June 30, 2026. Funding will be utilized to implement the scope of work as outlined in the grant proposal and will be utilized for community and staff training, contractors for the project planning, pass through dollars to schools and other agencies, staff for project implementation and indirect costs.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 642 approving Grant Agreement No. 21MHSOAC061 in the amount of \$3,820,932.00 for Mental Health Student Services Act with the Mental Health Services and Oversight and Accountability Commission; and authorizing the Interim Executive Director to Execute the Agreement and any amendments thereafter.

Attachments

Attachment 8-A: Resolution No. 642 - DRAFT

Attachment 8-B: Grant Agreement No. 21MHSOAC061 for MHSSA with the MHSOAC

Attachment 8-C: Exhibits to Grant Agreement 21MHSOAC061 for MHSSA

RESOLUTION NO. 642

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING GRANT AGREEMENT NO. 21MHSOAC061 IN THE AMOUNT OF \$3,820,932.00 FOR MENTAL HEALTH STUDENT SERVICES ACT (MHSSA) WITH THE MENTAL HEALTH SERVICES AND OVERSIGHT AND ACCOUNTABILITY COMMISSION (MSHOAC); AND AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY AMENDMENTS THEREAFTER

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 sign Grant Agreement No. 21MHSOAC061 in the amount of \$3,820,932.00 under the Mental Health Student Services Act (MHSSA) with the Mental Health Services and Oversight and Accountability Commission (MHSOAC).

B. The objective under the grant program is to enhance county partnerships with school-based programs to expand access to mental health services for children and youth, including campus-based mental health services, and facilitating linkages and access to ongoing and sustained services; with emphasis to be placed on outreach to a “targeted population” consistent with WIC Section 5886.

2. Action

The Governing Board accepts the grant in the amount of \$3,820,932.00; and authorizes the Interim Executive Director to execute the Grant Agreement with the MHSOAC.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on March 16, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By: _____

By: _____



Grant Agreement

CONTRACTING AGENCY:	Mental Health Services Oversight and Accountability Commission
CONTRACTOR:	Tri-City Mental Health Authority
AGREEMENT NUMBER:	21MHSOAC061
DGS EXEMPTION:	WIC 5897(f) and 5886(m)

Parties

This Grant Agreement (Agreement) is entered into between Tri-City Mental Health Authority, a California Joint Powers Authority with its administrative office located in Claremont, CA, and the Mental Health Services Oversight and Accountability Commission (MHSOAC or Commission), a branch of State government headquartered in Sacramento, CA.

Term

This Agreement term begins on the last date of signature shown below and ends on June 30, 2026.

Funding Amount

The maximum award under this Agreement is: \$3,820,932.00
(Three million eight hundred twenty thousand nine hundred thirty-two dollars and no cents).

Exhibits

The parties mutually agree to abide by the following terms and conditions. All Exhibits and other documents identified below are incorporated-by-reference into this Agreement as if fully set forth herein.



Exhibit A: Scope of Work	4 Pages
Exhibit B: Fiscal Detail	2 Pages
Exhibit C: General Terms and Conditions	4 Pages
Document: RFA_MHSSA_002 Addendum 1	Incorporated by reference
Document: Grantee's Application for RFA_MHSSA_002	Incorporated by reference

Grant Managers

Direct all program inquiries to:

MHSOAC	Contractor
Name: Cheryl Ward	Name: Elizabeth Renteria
Address: 1325 J Street, Suite 1700 Sacramento, CA 95814	Address: 1900 Royalty Dr. Pomona CA 91767
Phone: 916-775-6815	Phone: (909)766-7324
Fax: 916-445-4927	Fax: (909)865-9281
Email: Cheryl.Ward@mhsoca.ca.gov	Email: erenteria@tricitymhs.org

Direct all fiscal inquiries to:

MHSOAC	Contractor
Attention: Chelsea Yuen	Name: Diana Acosta
Address: 1325 J Street, Suite 1700 Sacramento, CA 95814	Address: 1717 N. Indian Hill Bl #B Claremont, CA 91711
Phone: (916) 445- 8696	Phone: (909)4516434
Fax: (916) 445-4927	Fax: (909)865-9281
Email: Accounting@mhsocac.ca.gov	Email: dacosta@tricitymhs.org



Signatures

This Agreement is executed between the parties by signature of their authorized representatives shown below:

Tri-City Mental Health Authority	
Business Address: 1717 N. Indian Hill Bl #B Claremont, CA 91711	
Person Signing: Jesse Duff	Title: Interim Executive Director
Signature:	Date:

Mental Health Services Oversight and Accountability Commission	
Business Address: 1325 J Street, Suite 1700 Sacramento CA 95814	
Person Signing: Norma Pate	Title: Deputy Director
Signature:	Date:

EXHIBIT A:

SCOPE OF WORK

Recitals

1. Authority. This grant is awarded pursuant to the Commission's authority under the Mental Health Student Services Act (MHSSA) and the American Rescue Plan Act (ARPA).
2. Funding. This grant is funded under the ARPA with oversight by the U.S. Treasury, as disbursed in California through the State Fiscal Recover Fund (SFRF) with fiscal oversight by the Commission and the Department of Finance. This grant was awarded through a competitive bid process.
3. Program Parameters. This Program is designed to follow MHSSA requirements at WIC Section 5886 *et seq.* and federal requirements identified in the RFA in Appendix 1, Federal and State Guidance.
4. Partnership. Grantees under this Program will partner with at least one school district, and the County Office of Education and/or a charter school for delivery of mental health services to the targeted population of children, youth and young adults (School Entity).

Objectives

Funding under this grant program will enable Grantee to enhance county partnerships with school-based programs. Said partnership should expand access to mental health services for children and youth, including campus-based mental health services; and, should facilitate linkages and access to ongoing and sustained services. Emphasis will be placed on outreach to a "targeted population" consistent with WIC Section 5886. That population includes those children and youth who are in foster care; those who identify as lesbian, gay, bisexual, transgender, or queer; and those who have been expelled or suspended from school.

Compliance

1. Request for Application. The full Scope of Work is contained in RFA_MHSSA_002, Addendum 1 (RFA) and Grantee's application submitted in response to RFA_MHSSA_002 (Grantee Application). The RFA and Grantee Application are incorporated by reference and made part of this Agreement as if fully attached hereto.
2. State and Federal. Grantee agrees to comply with the program requirements set forth in WIC Section 5886 *et seq.*, including outreach to the targeted population; and with the federal requirements set forth in the RFA. In addition, per the Budget Act of 2021, target Economically Disadvantaged Communities (EDC). For the purpose of the RFA and subsequent grant award, EDC is defined as Title 1 Schools with Free and Reduced-Price Meal Programs.
3. Record Retention. Records must be retained for at least five (5) years after the date on which the federal funding source expires. At the time of Agreement execution,

the date of funds expiration was December 31, 2026, but the parties understand that this is subject to change.

Funding (RFA, Section V.E)

1. Allowable Costs. Grant funds must be used as proposed in the grant Application in compliance with Federal requirements and the MHSSA as approved by the Commission
2. Invoicing. Grant funds are available for invoicing as follows (see also Exhibit B):
 - a) Program Development: Funds are available to be invoiced once the contract is executed
 - b) Program Operations: Funds will be available quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year
 - c) The Commission will provide the Grant Claim Form as the document to be used for submitting invoices.
 - d) At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.
3. No Transfer. Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant

Expenditure Reporting (RFA, Section VIII. A.)

Program Expenditures. Grantee shall submit total program expenditures (aggregate) on a quarterly basis in accordance with the dates shown in Table 1: Reporting Dates.

Data Reporting (RFA, Section VIII.A.)

1. Program Data. Grantee shall report the following data quarterly following the dates listed in Table 1: Reporting Dates. Data shall be reported in a form and manner to be provided by the Commission. Data elements shall include at least the following:
 - a) Number of students screened and not referred to services
 1. Number of students on the Free and Reduced-Meal Program
 2. Grade/Number in each grade
 3. Age/Number in each age group
 4. Primary Language/number in each primary language
 5. Ethnicity/number in each ethnicity
 6. Number of students suspended/expelled
 7. Number of students who dropped out
 8. Number of students with IEP/504
 9. Number of students in foster care
 10. Number of students that have been in juvenile hall
 - b) Number of students screened and referred to services
 1. Number of students on the Free and Reduced-Meal Program
 2. Grade/Number in each grade

3. Age/Number is each age group
 4. Primary Language/number in each primary language
 5. Ethnicity/number in each ethnicity
 6. Number of students suspended/expelled
 7. Number of students who dropped out
 8. Number of students with IEP/504
 9. Number of students in foster care
 10. Number of students that have been in juvenile hall
- c) Number of trainings provided to teachers, administrators, and parents
- d) Number of school mental health partnership coordination activities with other interested parties

Table 1: Reporting Dates

Report	Reporting Period	Due to Commission*
1	Agreement Start Date – February 28, 2022 (depends on date of execution)	April 8, 2022
2	March 1, 2022 – May 31, 2022	July 8, 2022
3	June 1, 2022 – August 31, 2022	October 7, 2022
4	September 1, 2022 – November 30, 2022	January XX, 2023
5	December 1, 2022 – February 28, 2023	April XX, 2023
6	March 1, 2023 – May 31, 2023	July XX, 2023
7	June 1, 2023 – August 31, 2023	October XX, 2023
8	September 1, 2023 – November 30, 2023	January XX, 2024
9	December 1, 2023 – February 29, 2024	April XX, 2024
10	March 1, 2024 – May 31, 2024	July XX, 2024
11	June 1, 2024 – August 31, 2024	October XX, 2024
12	September 1, 2024 – November 30, 2024	January XX, 2025
13	December 1, 2024 – February 28, 2025	April XX, 2025
14	March 1, 2025 – May 31, 2025	July XX, 2025
15	June 1, 2025 – August 31, 2025	October XX, 2025
16	September 1, 2025 – November 30, 2025	January XX, 2026
17	December 1, 2025 – February 28, 2026	April XX, 2026
18	March 1, 2026 – May 31, 2026	July XX, 2026
19	June 1, 2026 – June 30, 2026	TBD

** The parties understand that Due Dates for CY 2023 are unknown at the time this Agreement is executed but will be provided in a timely fashion by the Department of Finance. Once these dates are known, they will be relayed from the Commission to the Grantee to update this Reporting Table. The parties agree that email will suffice for this purpose, and as such the update will not require an Amendment.*

Performance Reporting (RFA, Section VII.A.)

1. Monthly. Check-Ins with the Commission staff to discuss performance and attempt to resolve any issues that may arise.

2. Quarterly. Meetings with the Commission staff, which may include collaboration meetings with other counties. In conjunction with these meetings, Grantee will submit the following information in a form and manner to be provided by the Commission. This information is due on a quarterly basis as shown in Table 1:
Reporting Dates.
 - a. Staff Hired and count
 - b. Contractors hired and count
 - c. Goods purchased
 - d. Capital purchases
 - e. Other pertinent information (e.g., follow-up from Monthly check-ins)

3. Annual. Grantee shall report all expenditure information in an Annual Fiscal Report within 30 days of the end of each Grant Year, in a form and manner to be provided by the Commission

4. Program Development Reporting. Grantee shall report on Program Development by submitting the Plans listed below, in a form and manner to be provided by the Commission. All Plans must be approved by the Commission before moving to the Program Operations phase. Plans can be submitted and approved on a flow basis and need not be sequential.
 - a. Project Plan
 - b. Implementation Plan
 - c. Communication Plan
 - d. Refined Budget Plan (line-item detail of proposed costs)

In addition, Grantee shall provide a written agreement signed by the representative of each School Entity showing support/approval for the Program Development plans listed above, as a condition of moving to Program Operations. A template will be provided by the Commission for this purpose.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- a) The amount payable by the Commission to the Grantee is specified in Section 4, Payment Schedule.
- b) Grant Award Claim Form (Attachment B-1) shall be submitted no later than the first week after each quarterly reporting period and is subject to the Commission's review and approval before being paid.
- c) Grantee shall submit each Grant Award Claim Form to the MHSOAC Grant Manager (Fiscal) via electronic transmittal, at the following address:

Accounting@mhsoc.ca.gov

2. Budget Contingency Clause

- a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Program, this Agreement shall be of no further force and effect. In this event, the Commission and the State of California (State) shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.
- c) If the term of this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the fiscal year(s) following that during which this grant was executed, the State may exercise its option to cancel this grant.
- d) This grant is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this grant in any manner.

3. Budget Detail

The total amount of this Agreement shall not exceed \$3,820,932.00 (Three million eight hundred twenty thousand nine hundred thirty-two dollars and no cents). Payment shall be made in accordance with the payment schedule below.

4. Payment Schedule

Grantee was approved for a grant cycle that covers up to four years and four months with funds allocated annually. Payment will be made available for

Program Development phase upon execution of the contract. Program Operations funds will be paid quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year. See amounts below for Program Development and annual Program Operations.

The total amount of payments made in any phase/year is to not exceed the amount stated in the chart below unless Grantee requests and the Commission approves the re-allocation of funds.

Funds Distribution	Grant Funding
Program Development	\$50,000.00
Program Operations	
Year 1	\$887,171.00
Year 2	\$924,960.00
Year 3	\$968,373.00
Year 4	\$990,428.00
Grant Total	\$3,820,932.00

Grantee shall remit to the Commission all unexpended grant funds within 30 days after the termination of this Agreement.

At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.

The Commission may withhold funds if Grantee fails to meet the reporting requirements, falls behind schedule, has unexpended funds, modifies the scope of the Program, or presents some other deficiency. The Commission will provide advance Notice of such withhold with a description of the deficiency; and allow Grantee an opportunity to cure for at least 30 days, where the duration shall be governed by time remaining in the term of this Agreement.

As part of said cure, Grantee shall provide the Commission with a Mitigation Plan including a timeline for correcting the deficiency. Funding disbursement cannot resume until said Plan has been received by the Commission and agreed upon between the parties.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in this Agreement is binding on the parties.
2. Assignment: This Agreement or any interest herein shall not be assigned to another party. Any attempt to make such an assignment is cause for immediate termination. (See Section 25.)
3. Audit: The Commission or California State Auditor or any State of California fiscal oversight agency has the right to audit performance under this Agreement. The auditor(s) shall be entitled to review and copy Grantee's records and supporting documentation pertinent to its performance. Grantee agrees to maintain such records and documents for a minimum five (5) years after the funding source expires. Grantee agrees to allow the auditor(s) access to such records and documents as are relevant and pertinent, at its facilities during normal business hours; and to allow its employees to be interviewed as deemed necessary, in the professional opinion of the auditor(s). The Commission agrees to give Grantee advance written notice of any onsite audit. Grantee understands that the auditors may follow U.S. Treasury standards as referenced in the RFA. (See RFA_MHSSA_002, Appendix 1 at Federal and State Guidance.)
4. Captions: The subject matter headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define or modify party intent.
5. Confidentiality: Grantee shall not disclose data or documents or disseminate the contents of any preliminary report or work product created under this Agreement without written permission of the Commission.
6. Counterparts: The parties may sign this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed electronically through any means that includes password-protected authentication. The parties agree that signed electronic counterparts will be binding upon them in the same way as though they were hardcopies with original signatures.
7. Dispute Resolution:
 - A. *First Level*. Grantee shall first discuss and attempt to resolve any dispute arising under its performance of this Agreement informally with the Commission Contract Manager. If the dispute cannot be disposed of at this level, it shall be decided by the Commission Executive Director for which purpose Grantee shall submit a written statement of dispute to: Executive Director, MHSOAC, 1325 J Street, Suite 1700, Sacramento, California 95814. The submission may be transmitted by email but

- must also be sent by overnight mail with proof of receipt (see provisions for Notice above).
- B. *Second Level.* Within ten (10) days of receipt of the statement described above, the Executive Director or designee shall meet Contractor's representative(s) for the purpose of resolving the dispute. The Executive Director shall issue a decision to be served in the same manner as the written statement, which shall be final at the informal level.
- C. *Arbitration.* After recourse to the informal level of dispute set forth above, any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq. and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.
8. Electronic Signature: Unless otherwise prohibited by law, the parties agree that an electronic signature has the same legal force and effect as a hard-copy with ink signature. The term "electronic signature" means one that is applied using a mutually-approved technology with imbedded authentication and password protection; the parties agree that either DocuSign™ or Adobe Acrobat™ is so approved. The parties further agree that a signed copy of this Agreement may be transmitted by electronic means including facsimile and email.
9. Governing Forum: In the event of dispute, the parties agree that the County of Sacramento and City of Sacramento shall be the proper forum.
10. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, without regard to state conflict-of-law.
11. Indemnification: Grantee agrees to indemnify, defend and hold harmless the Commission and its officers, agents and employees from any and all claims or losses resulting from its negligence or intentional actions in utilizing the grant funds under this Agreement.
12. Independent Contractor: Grantee and its agents shall act in an independent capacity in the performance of this Agreement and not as employees or agents of the Commission.
13. Interpretation: In the event of ambiguity, the language in this Agreement shall be assigned its ordinary English meaning; or its meaning under industry jargon, as may be applicable.
14. MHSOAC Logo: Contract hereby authorizes the uses of the Commission Logo by Grantee for outreach and information purposes in connection with this Agreement. Grantee understand and agrees it must adhere to the guidelines in the Commission Brand Book in using this logo. A copy of Brand Book will be provided to the grantee upon the request.
15. Non-Discrimination: Grantee shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,

gender expression, age, sexual orientation, or military and veteran status. represents that this pledge extends to its obligations as an employer. Grantee also represents that it will follow all federal and state laws that apply to anti-discrimination, anti-harassment and workplace safety.

16. Notice: The parties agree that any writing or Notice required under this Agreement shall be made in writing to each other's Grant Managers as identified in Exhibit A, including Reports and other non-binding communications. The parties agree that email will be considered sufficient for Notices, Reports and other writings required under this Agreement; except for a Notice of Termination which shall be sent by overnight mail with proof of receipt to the Grant Manager, and also to the fiscal agent named in Exhibit B.
17. Presentations: Grantee shall meet with the Commission upon request to present any findings, conclusions or recommendations that result from its performance under this Agreement.
18. Cooperation: Grantee shall cooperate with and shall be available to meet with Commission staff to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.
19. Public Records Act: The Commission is governed by and shall comply with the California Public Records Act (PRA) at Government Code Sections 6250 *et seq.* Under the PRA, medical records, data and any other information in the custody of the Commission are exempt from disclosure to the extent they contain personally identifiable information and shall be withheld from disclosure to that extent.
20. Publications And Reports: The Commission reserves the right to use and reproduce all reports and data produced and delivered under this Agreement. The Commission further reserves the right to authorize others to use or reproduce such materials.
21. Severability: In the event any provision of this Agreement is unenforceable that the parties agree that all other provisions shall remain in full force and effect.
22. Staff Partnering: Selected Commission staff shall be permitted to work side-by-side with Grantee's staff to the extent and under conditions agreed upon between the parties. Commission staff will be given access to Contractor's data, working papers and other written materials as needed for this purpose.
23. Subordinate Agreements:
 - A. *Pass-Through*. Grantee shall not "pass through" any portion of its funding under this Agreement except to its school partners as identified in the Application for Grant Funding (aka School Entity); or, as identified by written Notice to the Commission Contract Manager during the course of this Agreement. Said pass-through shall be documented in a written agreement subordinate to this Grant Agreement (Sub-Grant) which shall be provided to the Commission upon request. The Sub-Grant may be collateral to any Partnership Agreement submitted in connection with the Application. The Sub-Grant shall:
 - a. Incorporate the reporting requirements in Exhibit A

- b. Incorporate the data requirements in this Exhibit A
- c. Include the following provisions from this Exhibit C: Audit, Commission Logo, Presentations and Governing Law/Forum

B. Vendors. Grantee is authorized to retain third-party vendors in furtherance of the objectives of this Agreement. The Commission is entitled to receive copies of the contracts between Grantee and said vendor(s), upon request. The Commission is also entitled to require advance review and approval for a given vendor contract, upon request. Grantee agrees to include the following provisions from this Exhibit C in its vendor sub-contracts: Audit, Commission Logo, Presentations and Governing Law/Forum. Grantee also agrees to include the vendor's DUNS number in said sub-contracts.

24. Survival: The following terms and conditions in this Exhibit C shall survive termination of this Agreement: Audit, Commission Logo, Presentations, and Governing Law/Forum.
25. Termination For Cause: The Commission is entitled to terminate this Agreement immediately and be relieved of any payments should the Grantee fail to perform its responsibilities in accordance with the due dates specified herein. However, the Commission agrees to give Grantee advance written Notice stating the cause and provide an opportunity to cure, on a case-by-case basis, and at its sole discretion. All costs to Commission that result from a termination for cause shall be deducted from any sum due the Grantee for work satisfactorily performed; the balance shall be paid upon demand pursuant to Exhibit B.
26. Waiver: Waiver of breach under this Agreement shall not be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be cumulative; that is, in addition to every other remedy provided by law. Any failure by the Commission to enforce a provision(s) of this Agreement shall not be construed as a waiver nor shall it affect the validity of this Agreement overall.



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

DATE: March 16, 2022

TO: Governing Board of Tri-City Mental Health Authority

FROM: Jesse H. Duff, Interim Executive Director

BY: Elizabeth Renteria, LCSW, Chief Clinical Officer

SUBJECT: Consideration of Resolution No. 643 Authorizing the Interim Executive Director to Execute an Agreement with Octopod Solutions, Inc. in an Amount not to exceed \$60,000 for the development of a strategic implementation of a Mental Health Students Services Act (MHSSA) Project for Tri-City Mental Health Authority

Summary:

Staff recommends that the Governing Board adopt Resolution No. Approving a Contract with Octopod Solutions for completion of activities for the Mental Health Student Services Act grant as outlined by the agreement and authorizing the Interim Executive Director to Execute the agreement and any amendments thereafter.

Background:

The Mental Health Services Oversight & Accountability Commission (Commission) Strategic Plan includes the priorities and objectives for the years 2020-2023. One of these objectives is to “promote school mental health as a prime opportunity to reach and serve at-risk children, families and neighborhoods.” This will be accomplished through the implementation of the Mental Health Student Services Act (MHSSA) as the Commission will have the opportunity to work with grantees who can share lessons learned and identify areas for improvement.

The MHSSA is intended to foster stronger school-community mental health partnerships that can leverage resources to help students succeed by authorizing counties and local educational agencies to enter into partnerships to create programs that include targeted interventions for pupils with identified social-emotional, behavioral, and academic needs. School-community mental health partnerships offer an opportunity to reach children and youth in an environment where they are comfortable and that is accessible. Tri- City Mental Health Authority submitted a proposal that was accepted and funded for the amount of \$3,820,932.00

Tri-City Mental Health proposes to enter into a contract with Octopod Solutions Authority on a set of activities associated with the development of a Mental Health Students Services Act Project. Consultant will primarily be engaged on the planning, development

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 643 Authorizing the Interim Executive Director to Execute an Agreement with Octopod Solutions, in an Amount not to exceed \$60,000 for the development of a strategic implementation of a Mental Health Students Services Act (MHSSA) Project for Tri-City Mental Health Authority
March 16, 2022
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and execution of a broad stakeholder engagement program intended to help guide the strategic implementation of the client's MHSSA Project over the ensuing years. Tri-City will use the feedback and results of the stakeholder engagement process to help inform efforts related to broad-based *prevention* of mental health crises among community members, focused on youth. Consultant will produce data and feedback that helps Tri-City to increase access to collaborative, culturally relevant, coordinated, family driven community and school-based services to high-risk youth and young adults.

Consultant will serve as a project manager, in partnership with Tri-City staff, on the scheduling and execution of stakeholder meetings. Consultant and Tri-City staff will work together on scheduling and planning of meetings. Consultant will serve as lead facilitator and moderator of meetings. Tri-City will provide support for additional needs such as note-taking, introductions and scheduling as agreed upon by both parties. Consultant will expect to facilitate up to 10 meetings between March through June 2022. Consultant will also prepare top-line summary and feedback notes from each meeting, with notes made available to meeting participants to confirm accuracy.

Fiscal Impact:

The compensation under this contract is not to exceed \$60,000.00. Funds for the contract are covered under the MHSSA grant award.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 643 approving an Agreement with Octopod Solutions, Inc. for the development of a MHSSA Project for TCMHA in an amount not to exceed \$60,000, effective March 17, 2022 through June 30, 2022; and authorizes the Interim Executive Director to execute the Agreement and any Amendments or extensions of such Agreement.

Attachments

Attachment 9-A: Resolution No. 643 - DRAFT

Attachment 9-B: Agreement with Octopod Solutions, Inc. for MHSSA Project

RESOLUTION NO. 643

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH OCTOPOD SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED \$60,000 FOR THE DEVELOPMENT OF A STRATEGIC IMPLEMENTATION OF A MENTAL HEALTH STUDENTS SERVICES ACT (MHSSA) PROJECT FOR THE AUTHORITY

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 (“Authority” or “TCMHA”) desires to enter into an Agreement with Octopod Solutions, Inc., in an amount not to exceed \$60,000.00, for the planning, development and execution of a stakeholder engagement program to help guide the strategic implementation of a Mental Health Students Services Act Project for TCMHA.

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

2. Action

The Governing Board approves the Agreement with Octopod Solutions, Inc. for the development of a MHSSA Project for TCMHA in an amount not to exceed \$60,000, effective March 17, 2022 through June 30, 2022; and authorizes the Authority’s Interim Executive Director to execute the Agreement and any Amendments or extensions of such Agreement.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on March 16, 2022, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

JED LEANO, 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

OCTOPOD SOLUTIONS, INC.

DATED

March 16, 2022

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AGREEMENT

1. PARTIES AND DATE.

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into on the 16th day of March, 2022 (“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 OCTOPOD Solutions, Inc., a California Corporation, with its principal place of business at 1715 Fair Oaks Avenue #2, South Pasadena, CA 91030 (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 services and/or materials associated with the planning, development and execution of a broad stakeholder engagement program intended to help guide the strategic implementation of a Mental Health Students Services Act Project for Tri-City Mental Health Authority, as specified and 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 March 17, 2022, and shall be and remain in full force and effect until June 30, 2022, or until amended or terminated with the completion of the Mental Health Students Services Act Project services, unless terminated in accordance with the provisions of Section 8 below.

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

Except as provided in this Agreement, either party may terminate this Agreement at any time, without cause, upon ten (10) 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.

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 completion/delivery of services/goods as detailed in Sections 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional/industry standards for the area in which Contractor operates. 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. COMPLIANCE WITH APPLICABLE LAW.

Contractor declares that Contractor has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business. All provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

11. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES.

Contractor and all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates as required by all federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's services under this Agreement. A copy of each such license, permit, registration, accreditation, and certifications, and current updates of such documents shall be maintained, and made available upon request, not to exceed three (3) business days after the after the initial request, for inspection, review, and/or audit by authorized representatives and designees of TCMHA, State, and/or federal governments during the applicable period of records retention.

12. PROPRIETARY INFORMATION AND CONFIDENTIALITY.

a. 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.

b. Contractor shall also be bound by all the requirements of the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR, Parts 160 and 164, 42 CFR, Part 2, and Welfare Institutions Code (WIC) Sections 5328 through 5330, inclusive, and all other applicable County, State, and federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality and privacy. Contractor shall require all its officer, employees, and agents providing services hereunder to acknowledge understanding of, and agree to fully comply with, such confidentiality and privacy provisions.

13. RECORDS AND AUDITS.

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

14. NON-DISCRIMINATION IN SERVICES.

Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, gender, age, marital status, sexual orientation, gender identity, and/or physical or mental handicap or medical conditions (except to the extent clinical appropriate), in accordance with requirements of State and federal law.

15. 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:** \$1,000,000.00 per occurrence.
- iii. **Errors And Omissions Insurance:** \$1,000,000.00 per occurrence and \$3,000,000 annual 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:** Tri City requires 30 days written notice of cancellation. Additionally, the notice statement on the certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."
- vi. **Certificate Of Insurance:** Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance by an insurer licensed to do business in California, satisfactory to TCMHA, and it shall name "Tri-City 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: JPA Administrator/Clerk
1717 N. Indian Hill Boulevard, #B
Claremont, CA 91711-2788

c. 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.

d. 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.

e. Contractor Attestation. Also in accordance with federal and State regulations and 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 B'.

f. 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.

16. 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 Contractor: Neel Garlapati, Chief Executive Officer
Octopod Solutions, Inc.
1715 Fair Oaks Avenue #2
South Pasadena, CA 91030

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

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

17. EXHIBITS.

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

Exhibit A: Octopod Solutions, Inc. Proposal for the development of a Mental Health Students Services Act Project dated March 10, 2022

Exhibit B: 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

18. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT.

Notwithstanding any other provision of this Agreement, the Parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

19. 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.

20. EXECUTION.

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

TRI-CITY MENTAL HEALTH AUTHORITY

OCTOPOD SOLUTIONS, INC.

By: _____
Jesse H. Duff, Interim Executive Director

By: _____
Neel Garlapati, Chief Executive Officer

Attest:

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

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

By: _____
Darold D. Pieper, General Counsel

EXHIBIT A



Proposal/Scope of Work: Mental Health Student Services Act Project Stakeholder planning Tri-City Mental Health Authority

Project Description

Octopod Solutions (consultant), proposes to contract with Tri-City Mental Health Authority (client or TC) on a set of activities associated with the development of a Mental Health Students Services Act Project. **Consultant will primarily be engaged on the planning, development and execution of a broad stakeholder engagement program intended to help guide the strategic implementation of the client's MHSSA Project over the ensuing years.** TC will use the feedback and results of the stakeholder engagement process to help inform efforts related to broad-based *prevention* of mental health crises among community members, focused on youth. Consultant will produce data and feedback that helps TC to increase access to collaborative, culturally relevant, coordinated, family driven community and school-based services to high-risk youth and young adults.

Project Components

1) Pre-planning and strategic program development.

In partnership with client staff and Board of Directors, consultant will co-create a set of research questions that will help guide the stakeholder engagement process. Consultant will facilitate conversations among staff and key volunteers at TC to determine highest value information to come out of the stakeholder engagement process.

In preparation for broader, more public stakeholder conversations in the next phase of the project, consultants will work with TC staff to facilitate preparatory conversations with leadership at key partner institutions including police departments, universities, hospitals and local government. The purpose of these preparatory conversations is to help set clear, consistent expectations among all parties and to prepare fertile ground for productive discussions.

2) Facilitation and management of stakeholder meetings.

Consultant will serve as a project manager, in partnership with TC staff, on the scheduling and execution of stakeholder meetings. Consultant and TC staff will work together on scheduling and planning of meetings. Consultant will serve as lead facilitator and moderator of meetings. TC will provide support for additional needs such as note-taking, introductions and scheduling as agreed upon by both parties. Consultant will expect to facilitate up to 10 meetings between March through June 2022. Consultant will also prepare top-line summary and feedback notes from each meeting, with notes made available to meeting participants to confirm accuracy.

3) High-level summary of stakeholder input.

Consultant will conduct an analysis and provide a high-level summary of stakeholder feedback. Consultant will work with TC to conduct preliminary meetings to review results with TC Executive Staff, Board of Directors and leadership of major institutional partners before preparing a more detailed summary for review by all stakeholders. Consultant will work closely with TC staff to ensure that

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Tri-City Mental Health Services: Mental Health Student Services Act Project

stakeholder review and summary also address critical needs for the subsequent stages of the MHSSA project.

Timeline/Work Plan

Consultant anticipates that the work described within this proposal can be completed from **March 17, 2022 through June 30, 2022**

<p>March 2022: Scope of Work refinement and pre-planning</p> <ul style="list-style-type: none"> • Develop and refine SOW with Tri-City staff • Present initial plan to Board of Directors for feedback • Execute agreement on terms, scope and compensation • Development of key project questions with TC staff • Plan outreach and engagement strategy • Map key stakeholder groups • Scheduling of initial conversations with leadership in education, health care, law enforcement
<p>April 2022 - May 2022: Stakeholder meetings</p> <ul style="list-style-type: none"> • Initial prep conversations with leadership at PD, Universities, School Districts, Hospitals • Execute outreach, engagement, and scheduling of stakeholder meetings in partnership with TC staff • Work with TC staff to develop tailored prep materials for stakeholders, as needed • Facilitate and guide stakeholder conversations • Re-circulate notes to stakeholders to confirm feedback was correctly captured
<p>June 2022: Summary and wrap-up</p> <ul style="list-style-type: none"> • Compile results of stakeholder meetings in high-level summary for Tri-City Board of Directors Review • Prepare detailed summary of stakeholder feedback • Prepare high-level notes and highlights relevant to program design in consultation with TC staff • Discuss specific needs for subsequent stages of the project

Project Staffing: Neel Garlapati will serve as the lead consultant on this project. Neel will enlist the services of additional independent consultants and subcontractors to provide additional support for the stakeholder engagement project on an as-needed basis. See biographical information below for more details.

Fees and Invoicing:

Consultant will submit invoices to Client on a monthly basis reflecting completed and working expenses incurred during the previous month. Approximate fee structure is listed below:

Project Component	Fee
1) Pre-planning and strategic program development	\$5,000
2) Facilitation and project management of stakeholder meetings	\$35,000
3) High-level summary compilation of results of stakeholder meetings	\$10,000
4) Additional services: translation	\$10,000
TOTAL Fees: March - June 2022	\$60,000 [not to exceed]

Contact: Neel Garlapati, Octopod Solutions | neel@octopodsolutions.com | 626.676.3655

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Project Team

Neel Garlapati, Project Lead



Neel Garlapati is an independent consultant working at the intersection of fundraising and philanthropy, program design, project management and strategic planning. He has spent most of his career in the nonprofit sector in organizations ranging from social services to museums to higher education.

Neel most recently served as Senior Director of Development at Fairplex where he helped the organization develop and amplify its culture of philanthropy and commitment to public benefit.

He was one of the lead architects and facilitators of the planning phase of Pomona Vision 2030, an 18-month long planning grant from the Ballmer Group that is pulling together nonprofits, the Pomona Unified School District, businesses, local government and community groups to develop a set of metrics and indicators that will point to educational and economic success for Pomona residents in childhood, early adulthood and adulthood in the City. In the spring of 2020, as the COVID-19 pandemic first reached Pomona, Neel helped create, fundraise, and launch the Pomona Compassion Fund, in collaboration with the Pomona Community Foundation, the Mayor and City Council of the City of Pomona, and a coalition of Pomona community members and civic leaders. The Pomona Compassion Fund raised more than \$200,000 to support basic needs such as housing and food support for Pomona residents who were hardest hit by the Pandemic.

Prior to joining Fairplex, Neel was Executive Director of Strategic Initiatives and Institutional Philanthropy at Claremont McKenna College where he worked on cross-college and community collaborative projects. Neel loves being able to explore California's natural areas with his family camping, backpacking and biking, while also being able to enjoy the creativity and diversity of LA's unparalleled food scene.

Kamina Smith, Facilitator



Kamina Smith is a talent transformation strategist specializing in organizational development, talent management, learning & development, and diversity, equity & inclusion. She is driven to help clients harness the power of purpose, empathy, and insights to realize sustainable social impact and growth.

With over 15 years of experience gained through working with corporations such as Hewlett Packard & Sony Electronics, public sector organizations such as The New York City Department of Education & The Los Angeles County Department of Health Services, nonprofits such as Year Up, Inc. & FUSE Corps, and cross-sector Management Consulting with Slalom Consulting, Kamina has developed a truly diverse and unique perspective on tackling challenges and developing innovative solutions.

Kamina is certified in Integrated Talent Management and Instructional Design and leverages these skill sets to not only develop customized strategies for organizations but also partners directly with leaders to infuse diversity, equity & inclusion in every phase of the employee lifecycle. Previous project work includes designing recruitment & hiring processes; reimagining & restructuring performance management systems; developing comprehensive executive & management development programs; building and calibrating compensation & rewards approaches, and defining & redesigning job roles, departments and organizations. Kamina is a California native and obtained her BS in Business Administration and MBA with a concentration in Management from Florida A&M University.

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Karlo Marcelo, Facilitator



Karlo Marcelo, an economist and social impact entrepreneur, is Principal and Founder of the Manager, Good Scout Capital LLC. He brings to the firm decades of direct leadership and organizational development experience in political campaigns, government, philanthropy, consulting, and for-profit ventures and start-ups. He is an intersectional resource hub who is a creative problem solver and idea generator for extraordinary operators interested in inclusive capitalism.

At The Aspen Institute, he worked in the Economic Opportunities Program, analyzing and advising CEOs and Presidents of Community Development Finance Institutions nationwide on their business and social impact outcomes and those of their microfinance clients. His last stop in Washington, DC was as the Partnerships Director for the Truman National Security Project, advising local, state, and federal elected officials on national security policy and communications. He managed a public private partnerships portfolio of \$15M with the Mayor's Fund for Los Angeles, leading the organization's accelerator efforts on public safety and economic development. At the same time he was a Contributor to The Economist Intelligence Unit, producing business intelligence on market demand, labor markets, and regulatory policy for global corporations and leaders.

Karlo graduated with a double major in economics and government from the University of Maryland. As a Public Policy and International Affairs Fellow, he received a Master of Public Policy from the Ford School of Public Policy at the University of Michigan. He started his career at CIRCLE as the country's youth vote expert where he co-produced targeted research for brands with social impact angles such as Rock the Vote and WWE, increasing Millennial generation voter turnout to its highest levels in consecutive election cycles. He's a published author on civic participation in journals and higher education civics textbooks.

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EXHIBIT B



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

OCTOPOD SOLUTIONS, INC.

Contractor’s Name Last First

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

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

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

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

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

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

Neel Garlapati, Chief Executive Officer

Date Contractor or Vendor’s Name Contractor or Vendor’s Signature

Jesse H. Duff, Interim Executive Director

Date TCMHA Executive Official’s Name TCMHA Executive Official’s Signature

DISTRIBUTION:

ORIGINAL
COPIES: HR Representative
Contractor
Finance



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

DATE: March 16, 2022

TO: Governing Board of Tri-City Mental Health Authority

FROM: Jesse H. Duff, Interim Executive Director

BY: Elizabeth Renteria, LCSW, Chief Clinical Officer

SUBJECT: Consideration of Resolution No. 644 Authorizing the Interim Executive Director to Execute an Agreement with Octopod Solutions, Inc. in an Amount not to exceed \$70,000 for the development of a strategic implementation of Intervention Crisis Care Mobile Units (CCMU) for Tri-City Mental Health Authority

Summary:

Staff recommends that the Governing Board adopt Resolution No. Approving a Contract with Octopod Solutions for completion of activities and services for the Crisis Care Mobile Unit Grant as outlined by the agreement and authorizing the Interim Executive Director to execute the agreement and any amendments thereafter.

Background:

The California Department of Health Care Services (DHCS) Crisis Care Mobile Units (CCMU) program provides funding for California behavioral health authorities to implement new and enhanced crisis care mobile units. DHCS has contracted with Advocates for Human Potential for implementation of the program.

Tri- City Mental Health Authority submitted a proposal that was accepted and funded for the amount of \$200,000.00 for the development of an action plan for crisis services for youth. Successful completion of the action plan will enable Tri-City Mental Health Authority to become eligible for future funding opportunities for mobile crisis response implementation.

Tri-City Mental Health is seeking to engage in a contract with Octopod Solutions (consultant), to engage in a set of activities associated with the development of Crisis Care Mobile Units (CCMU) as outlined in the grant. Consultant will primarily be engaged on the planning, development and execution of a broad stakeholder engagement program intended to help guide the strategic implementation of the client's CCMU program over the ensuing year. TC will use the feedback and results of the stakeholder engagement process to help inform efforts related to crisis intervention and the development of a mobile crisis care resource as described in the grant proposal.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 644 Authorizing the Interim Executive Director to Execute an Agreement with Octopod Solutions, Inc. in an Amount not to exceed \$70,000 for the development of a strategic implementation of Intervention Crisis Care Mobile Units (CCMU) for Tri-City Mental Health Authority
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Consultant will serve as a project manager, in partnership with TC staff, on the scheduling and execution of stakeholder meetings. Consultant and TC staff will work together on scheduling and planning of meetings. Consultant will serve as lead facilitator and moderator of meetings. TC will provide support for additional needs such as note-taking, introductions and scheduling as agreed upon by both parties.

Consultant will expect to facilitate up to 10 meetings between March through June 2022. Consultant will also prepare top-line summary and feedback notes from each meeting, with notes made available to meeting participants to confirm accuracy.

Fiscal Impact:

The compensation under this contract is not to exceed \$70,000.00. Funds for the contract are covered under the CCMU grant award.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 644 approving an Agreement with Octopod Solutions, Inc. for the development of Intervention CCMU for TCMHA in an amount not to exceed \$70,000, effective March 17, 2022 through June 30, 2022; and authorizes the Interim Executive Director to execute the Agreement and any Amendments or extensions of such Agreement.

Attachments

Attachment 10-A: Resolution No. 644 - DRAFT

Attachment 10-B: Agreement with Octopod Solutions, Inc. for Intervention CCMU

RESOLUTION NO. 644

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH OCTOPOD SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED \$70,000 FOR THE DEVELOPMENT OF A STRATEGIC IMPLEMENTATION OF INTERVENTION CRISIS CARE MOBILE UNITS (CCMU) FOR THE AUTHORITY

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 (“Authority” or “TCMHA”) desires to enter into an Agreement with Octopod Solutions, Inc., in an amount not to exceed \$70,000.00, for the planning, development and execution of a stakeholder engagement program intended to help guide the strategic implementation of Intervention Crisis Care Mobile Units (CCMU) for TCMHA.

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

2. Action

The Governing Board approves the Agreement with Octopod Solutions, Inc. for the development of Intervention CCMU for TCMHA in an amount not to exceed \$70,000, effective March 17, 2022 through June 30, 2022; and authorizes the Authority’s Interim Executive Director to execute the Agreement and any Amendments or extensions of such Agreement.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on March 16, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, 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

OCTOPOD SOLUTIONS, INC.

DATED

March 16, 2022

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AGREEMENT

1. PARTIES AND DATE.

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into on the 16th day of March, 2022 (“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 OCTOPOD Solutions, Inc., a California Corporation, with its principal place of business at 1715 Fair Oaks Avenue #2, South Pasadena, CA 91030 (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 services and/or materials associated with the planning, development and execution of a broad stakeholder engagement program intended to help guide the strategic implementation of Intervention Crisis Care Mobile Units (CCMU) for Tri-City Mental Health Authority, as specified and 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 March 17, 2022, and shall be and remain in full force and effect until June 30, 2022, or until amended or terminated with the completion of the Intervention Crisis Care Mobile Units (CCMU) services, unless terminated in accordance with the provisions of Section 8 below.

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

Except as provided in this Agreement, either party may terminate this Agreement at any time, without cause, upon ten (10) 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.

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 completion/delivery of services/goods as detailed in Sections 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional/industry standards for the area in which Contractor operates. 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. COMPLIANCE WITH APPLICABLE LAW.

Contractor declares that Contractor has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business. All provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

11. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES.

Contractor and all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates as required by all federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's services under this Agreement. A copy of each such license, permit, registration, accreditation, and certifications, and current updates of such documents shall be maintained, and made available upon request, not to exceed three (3) business days after the after the initial request, for inspection, review, and/or audit by authorized representatives and designees of TCMHA, State, and/or federal governments during the applicable period of records retention.

12. PROPRIETARY INFORMATION AND CONFIDENTIALITY.

a. 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.

b. Contractor shall also be bound by all the requirements of the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR, Parts 160 and 164, 42 CFR, Part 2, and Welfare Institutions Code (WIC) Sections 5328 through 5330, inclusive, and all other applicable County, State, and federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality and privacy. Contractor shall require all its officer, employees, and agents providing services hereunder to acknowledge understanding of, and agree to fully comply with, such confidentiality and privacy provisions.

13. RECORDS AND AUDITS.

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

14. NON-DISCRIMINATION IN SERVICES.

Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, gender, age, marital status, sexual orientation, gender identity, and/or physical or mental handicap or medical conditions (except to the extent clinical appropriate), in accordance with requirements of State and federal law.

15. 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:** \$1,000,000.00 per occurrence.
- iii. **Errors And Omissions Insurance:** \$1,000,000.00 per occurrence and \$3,000,000 annual 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:** Tri City requires 30 days written notice of cancellation. Additionally, the notice statement on the certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."
- vi. **Certificate Of Insurance:** Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance by an insurer licensed to do business in California, satisfactory to TCMHA, and it shall name "Tri-City 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: JPA Administrator/Clerk
1717 N. Indian Hill Boulevard, #B
Claremont, CA 91711-2788

c. 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.

d. 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.

e. Contractor Attestation. Also in accordance with federal and State regulations and 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 B'.

f. 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.

16. 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 Contractor: Neel Garlapati, Chief Executive Officer
Octopod Solutions, Inc.
1715 Fair Oaks Avenue #2
South Pasadena, CA 91030

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

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

17. EXHIBITS.

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

Exhibit A: Octopod Solutions, Inc. Proposal for the development of Intervention Crisis Care Mobile Units (CCMU) dated March 10, 2022

Exhibit B: 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

18. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT.

Notwithstanding any other provision of this Agreement, the Parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

19. 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.

20. EXECUTION.

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

TRI-CITY MENTAL HEALTH AUTHORITY

OCTOPOD SOLUTIONS, INC.

By: _____
Jesse H. Duff, Interim Executive Director

By: _____
Neel Garlapati, Chief Executive Officer

Attest:

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

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

By: _____
Darold D. Pieper, General Counsel

EXHIBIT A



Proposal/Scope of Work: Crisis Care Mobile Intervention Units Stakeholder planning Tri-City Mental Health Authority

Project Description

Octopod Solutions (consultant), proposes to contract with Tri-City Mental Health Authority (client or TC) on a set of activities associated with the development of Crisis Care Mobile Units (CCMU). **Consultant will primarily be engaged on the planning, development and execution of a broad stakeholder engagement program intended to help guide the strategic implementation of the client's CCMU program over the ensuing year.** TC will use the feedback and results of the stakeholder engagement process to help inform efforts related to crisis intervention and the development of a mobile crisis care resource.

Project Components

1) Pre-planning and strategic program development.

In partnership with client staff and Board of Directors, consultant will co-create a set of research questions that will help guide the stakeholder engagement process. Consultant will facilitate conversations among staff and key volunteers at TC to determine highest value information to come out of the stakeholder engagement process.

In preparation for broader, more public stakeholder conversations in the next phase of the project, consultants will work with TC staff to facilitate preparatory conversations with leadership at key partner institutions including police departments, universities, hospitals and local government. The purpose of these preparatory conversations is to help set clear, consistent expectations among all parties and to prepare fertile ground for productive discussions.

2) Facilitation and management of stakeholder meetings.

Consultant will serve as a project manager, in partnership with TC staff, on the scheduling and execution of stakeholder meetings. Consultant and TC staff will work together on scheduling and planning of meetings. Consultant will serve as lead facilitator and moderator of meetings. TC will provide support for additional needs such as note-taking, introductions and scheduling as agreed upon by both parties. Consultant will expect to facilitate up to 10 meetings between March through June 2022. Consultant will also prepare top-line summary and feedback notes from each meeting, with notes made available to meeting participants to confirm accuracy.

3) High-level summary of stakeholder input.

Consultant will conduct an analysis and provide a high-level summary of stakeholder feedback. Consultant will work with TC to conduct preliminary meetings to review results with TC Executive Staff, Board of Directors and leadership of major institutional partners before preparing a more detailed summary for review by all stakeholders. Consultant will work closely with TC staff to ensure that stakeholder review and summary also address critical needs for the subsequent stages of the CCMU project.

March 2022

Tri-City Mental Health Services: Crisis Care Mobile Intervention Units

Timeline/Work Plan

Consultant anticipates that the work described within this proposal can be completed from **March 17, 2022 through June 30, 2022**

March 2022: Scope of Work refinement and pre-planning
<ul style="list-style-type: none">• Develop and refine SOW with Tri-City staff• Present initial plan to Board of Directors for feedback• Execute agreement on terms, scope and compensation• Development of key project questions with TC staff• Plan outreach and engagement strategy• Map key stakeholder groups• Scheduling of initial conversations with leadership in education, health care, law enforcement
April 2022 - May 2022: Stakeholder meetings
<ul style="list-style-type: none">• Initial prep conversations with leadership at PD, Universities, School Districts, Hospitals• Execute outreach, engagement, and scheduling of stakeholder meetings in partnership with TC staff• Work with TC staff to develop tailored prep materials for stakeholders, as needed• Facilitate and guide stakeholder conversations• Re-circulate notes to stakeholders to confirm feedback was correctly captured
June 2022: Summary and wrap-up
<ul style="list-style-type: none">• Compile results of stakeholder meetings in high-level summary for Tri-City Board of Directors Review• Prepare detailed summary of stakeholder feedback• Prepare high-level notes and highlights relevant to program design in consultation with TC staff• Discuss specific needs for subsequent stages of the project

Project Staffing: Neel Garlapati will serve as the lead consultant on this project. Neel will enlist the services of additional independent consultants and subcontractors to provide additional support for the stakeholder engagement project on an as-needed basis. See biographical information below for more details.

Fees and Invoicing:

Consultant will submit invoices to Client on a monthly basis reflecting completed and working expenses incurred during the previous month. Approximate fee structure is listed below:

Project Component	Fee
1) Pre-planning and strategic program development	\$8,000
2) Facilitation and project management of stakeholder meetings	\$44,000
3) High-level summary compilation of results of stakeholder meetings	\$8,000
5) Additional services: translation	\$10,000
TOTAL Fees: January 1, 2022 – May 31, 2022	\$70,000 [not to exceed]

Contact: Neel Garlapati, Octopod Solutions | neel@octopodsolutions.com | 626.676.3655

March 2022

Tri-City Mental Health Services: Crisis Care Mobile Intervention Units

Project Team

Neel Garlapati, Project Lead



Neel Garlapati is an independent consultant working at the intersection of fundraising and philanthropy, program design, project management and strategic planning. He has spent most of his career in the nonprofit sector in organizations ranging from social services to museums to higher education.

Neel most recently served as Senior Director of Development at Fairplex where he helped the organization develop and amplify its culture of philanthropy and commitment to public benefit.

He was one of the lead architects and facilitators of the planning phase of Pomona Vision 2030, an 18-month long planning grant from the Ballmer Group that is pulling together nonprofits, the Pomona Unified School District, businesses, local government and community groups to develop a set of metrics and indicators that will point to educational and economic success for Pomona residents in childhood, early adulthood and adulthood in the City. In the spring of 2020, as the COVID-19 pandemic first reached Pomona, Neel helped create, fundraise, and launch the Pomona Compassion Fund, in collaboration with the Pomona Community Foundation, the Mayor and City Council of the City of Pomona, and a coalition of Pomona community members and civic leaders. The Pomona Compassion Fund raised more than \$200,000 to support basic needs such as housing and food support for Pomona residents who were hardest hit by the Pandemic.

Prior to joining Fairplex, Neel was Executive Director of Strategic Initiatives and Institutional Philanthropy at Claremont McKenna College where he worked on cross-college and community collaborative projects. Neel loves being able to explore California's natural areas with his family camping, backpacking and biking, while also being able to enjoy the creativity and diversity of LA's unparalleled food scene.

Kamina Smith, Facilitator



Kamina Smith is a talent transformation strategist specializing in organizational development, talent management, learning & development, and diversity, equity & inclusion. She is driven to help clients harness the power of purpose, empathy, and insights to realize sustainable social impact and growth.

With over 15 years of experience gained through working with corporations such as Hewlett Packard & Sony Electronics, public sector organizations such as The New York City Department of Education & The Los Angeles County Department of Health Services, nonprofits such as Year Up, Inc. & FUSE Corps, and cross-sector Management Consulting with Slalom Consulting, Kamina has developed a truly diverse and unique perspective on tackling challenges and developing innovative solutions.

Kamina is certified in Integrated Talent Management and Instructional Design and leverages these skill sets to not only develop customized strategies for organizations but also partners directly with leaders to infuse diversity, equity & inclusion in every phase of the employee lifecycle. Previous project work includes designing recruitment & hiring processes; reimaging & restructuring performance management systems; developing comprehensive executive & management development programs; building and calibrating compensation & rewards approaches, and defining & redesigning job roles, departments and organizations. Kamina is a California native and obtained her BS in Business Administration and MBA with a concentration in Management from Florida A&M University.

March 2022

Tri-City Mental Health Services: Crisis Care Mobile Intervention Units

Karlo Marcelo, Facilitator



Karlo Marcelo, an economist and social impact entrepreneur, is Principal and Founder of the Manager, Good Scout Capital LLC. He brings to the firm decades of direct leadership and organizational development experience in political campaigns, government, philanthropy, consulting, and for-profit ventures and start-ups. He is an intersectional resource hub who is a creative problem solver and idea generator for extraordinary operators interested in inclusive capitalism.

At The Aspen Institute, he worked in the Economic Opportunities Program, analyzing and advising CEOs and Presidents of Community Development Finance Institutions nationwide on their business and social impact outcomes and those of their microfinance clients. His last stop in Washington, DC was as the Partnerships Director for the Truman National Security Project, advising local, state, and federal elected officials on national security policy and communications. He managed a public private partnerships portfolio of \$15M with the Mayor's Fund for Los Angeles, leading the organization's accelerator efforts on public safety and economic development. At the same time he was a Contributor to The Economist Intelligence Unit, producing business intelligence on market demand, labor markets, and regulatory policy for global corporations and leaders.

Karlo graduated with a double major in economics and government from the University of Maryland. As a Public Policy and International Affairs Fellow, he received a Master of Public Policy from the Ford School of Public Policy at the University of Michigan. He started his career at CIRCLE as the country's youth vote expert where he co-produced targeted research for brands with social impact angles such as Rock the Vote and WWE, increasing Millennial generation voter turnout to its highest levels in consecutive election cycles. He's a published author on civic participation in journals and higher education civics textbooks.

March 2022

Tri-City Mental Health Services: Crisis Care Mobile Intervention Units

EXHIBIT B



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

OCTOPOD SOLUTIONS, INC.

Contractor’s Name Last First

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

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

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

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

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

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

Neel Garlapati, Chief Executive Officer

Date Contractor or Vendor’s Name Contractor or Vendor’s Signature

Jesse H. Duff, Interim Executive Director

Date TCMHA Executive Official’s Name TCMHA Executive Official’s Signature

DISTRIBUTION:

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COPIES: HR Representative
Contractor
Finance



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

DATE: March 16, 2022
TO: Governing Board of Tri-City Mental Health Authority
FROM: Jesse H. Duff, Interim Executive Director
SUBJECT: Executive Director's Monthly Report

EXECUTIVE DIRECTOR RECRUITMENT UPDATE

Samantha Sackman, Vice President of WBCP, provided an Executive Director Recruitment update noting that since the position is currently in the headhunting/sourcing phase, this update is less robust than future updates. The following has taken place:

- WBCP launched a robust advertising campaign on 2/24/22, and has received a total of 23 applications, pointing out that these are 'good looking' numbers for only 1.5 weeks into the 4 week headhunting phase.
- Since the recruitment was opened, WBCP continues to reach out to potential applicants encouraging them to apply. Also, WBCP's mailing company sent brochures to 263 potential applicants, which will be hitting mailboxes on the week of March 7th. WBCP indicated that this is often when they start to see more applications coming in as their mailer brochures have a high return on investment.
- On the week of March 14th, WBCP will begin the resume/applicant review and will start to schedule candidates for Zoom screens with Samantha Sackman. In addition, WBCP will continue headhunting and sourcing for candidates until the close of the recruitment on 3/24/22.

As a reminder, the following is the Recruitment Schedule:

- Open Recruitment: February 24th
- Close Recruitment: March 24th
- Shortlist Meeting: April 7th (virtual with all Governing Board members – calendar invitations already sent)
- Day 1 Interviews: April 26th (virtual interviews with all Governing Board members – calendar invitations already sent)
- Day 2 Interviews: May 3rd (virtual interviews with all Governing Board members – calendar invitations already sent)

COVID-19 OPERATIONS UPDATE

March 1, 2022 was the State required vaccination booster deadline for all healthcare workers who are booster eligible. As of March 4, 2022, Tri-City staff have a vaccination compliancy rate of 88.17% with a vaccination booster compliancy rate of 86.09%. Additionally, on February 9, 2022, Governor Newsom signed Senate Bill 114, which reauthorizes Supplemental Paid Sick Leave for COVID-19 qualifying reasons with some modifications effective January 1 – September 30, 2022. Tri-City's policy is on this month's Governing Board consent calendar for approval.

HUMAN RESOURCES UPDATE

Staffing – Month Ending February 2022:

Total Staff is 172 full-time and 14 part-time plus 50 full time vacancies 4 part time vacancies for a total of 231 positions.

- There were 2 new hires in February.
- There were 3 separations in February.

Workforce Demographics in February 2022:

- American Indian or Alaska Native = 0.54%
- Asian = 9.68%
- Black or African American = 6.45%
- Hispanic or Latino = 57.53%
- Native Hawaiian or Other Pacific Islander = 0.54%
- Other = 8.60%
- Two or more races = 1.61%
- White or Caucasian = 15.05%

Posted Positions in February 2022:

Clinical Supervisor I - Adult FSP	(1 FTE) <i>1 hire pending</i>
Clinical Supervisor I - COP	(1 FTE) <i>1 hire pending</i>
Clinical Therapist I/II Access to Care	(3 FTEs)
Clinical Therapist I/II - Adult	(9 FTEs) <i>1 hire pending</i>
Clinical Therapist I/II – Child & Family	(5 FTEs) <i>3 hires pending</i>
Clinical Therapist I/II – TCG	(1 FTE) <i>1 hire pending</i>
Community Navigator	(1 FTE) <i>1 hire pending</i>
Executive Director	(1 FTE)
Housing Supervisor	(1 FTE) <i>1 hire pending</i>
Housing Wellness Advocate	(.5 FTE)
Human Resources Analyst	(1 FTE)
Information Technology Specialist II	(1 FTE) <i>1 hire pending</i>
Mental Health Specialist – Wellness Center	(1 FTE) <i>1 hire pending</i>
Mental Health Specialist – TCG	(1 FTE)
Mental Health Specialist – COP/SPT	(1.5 FTEs)



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

DATE: March 16, 2022

TO: Governing Board of Tri-City Mental Health Authority
Jesse Duff, Interim Executive Director

FROM: Diana Acosta, CPA, Chief Financial Officer

SUBJECT: Monthly Finance and Facilities Report

**UNAUDITED FINANCIAL STATEMENTS FOR THE SEVEN MONTHS ENDED
JANUARY 31, 2021 (2022 FISCAL YEAR-TO-DATE):**

The financials presented herein are the PRELIMINARY and unaudited financial statements for the seven months ended January 31, 2022. 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 \$4.1 million. MHSA operations accounted for approximately \$4.9 million of the increase, which is primarily the result of recognizing MHSA revenues on hand at the beginning of the fiscal year. MHSA non-operating revenues are reflected when MHSA funds have been received and are eligible to be spent.

During fiscal 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 \$9.1 million in MHSA funding has been received of which \$3.5 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 \$11.9 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 \$797 thousand is from Clinic outpatient operations, which is the result of operations for the seven months ended January 31, 2022 which includes one-time payments made at the beginning of the year.

The total cash balance at January 31, 2022 was approximately \$35.8 million, which represents an increase of approximately \$876 thousand 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 \$2.7 million. MHSA operations reflected an increase in cash of approximately \$3.6 million, after excluding intercompany receipts or costs resulting from clinic operations. The increase reflects the receipt of approximately \$10.4 million in MHSA funds offset by the use of cash for MHSA operating activities.

Approximately \$5.2 million in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the seven months ended January 31, 2022. Additionally, \$1.4 million has been received through March 11, 2022.

UPCOMING, CURRENT EVENTS & UPDATES

Overall Financial Update:

We continue 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 Finance Department will be turning their attention over to developing the fiscal year 2022-23 Operating Budget and the fiscal year 2022-23 MHSA Plan Update over the next few months.

CalAIM:

Tri-City management is currently working with CBHDA and LA DMH to prepare for the transition away from a cost reimbursement model to a fee for service model that will be resulting from the CalAIM initiatives. Last month, we submitted a cost survey to CBHDA and LA DMH. As DHCS starts its rate setting process for payment reform, the survey, along with past cost report data will be utilized by CBHDA to advocate on behalf of the Counties for rates that are not only able to meet our current cost needs but that are also sustainable. The timeline for the rate setting process is expected to take us into January of 2023, at which time we expect to have rates established from DHCS. As always, Management will continue to keep the Board informed of progress or any changes we may see along the way.

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 seven months ended January 31, 2022.

	MHSA
Cash at January 31, 2022	\$ 29,108,730
Receivables net of Reserve for Cost Report Settlements	(319,286)
Prudent Reserves	(2,200,000) *
Estimated Remaining Expenses for Operations FY 2021-22	(4,921,020) **
Reserved for future CFTN Projects including approved TCG Project	(1,247,389)
Total Estimated Adjustments to Cash	<u>(8,687,695)</u>
Estimated Available at June 30, 2022	<u>\$ 20,421,035</u>
Estimated remaining MHSA funds to be received in FY 2021-22	\$ 2,216,108

* Per SB 192, Prudent Reserves are 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, net of estimated revenue, including actual and estimated amounts to year end 06/30/2022.

FACILITIES DEPARTMENT

Status of Governing Board Approved Upcoming, Current or Ongoing projects:

- The Pharmacy-The construction phase is now complete. Final steps and other administrative processes are currently under way by Genoa in preparation for opening the pharmacy.
- Electrical/Power Upgrade Project at 2001 N. Garey Ave. (MHSA Administrative Building): Project concept was initially approved in March of 2020 as part of the approved CFTN Plan. A vendor was selected in October of 2021 and the project is currently under way with a target completion projected for early April of 2022.
- The Community Garden Upgrades: Project concept was initially approved in March of 2020 as part of the approved CFTN Plan. This project is currently still in the planning phase and the next step will involve soliciting contractors through an RFP process which is now expected to take place some time before fiscal year year-end 2022. Target date of completion will be closer to calendar year end 2022.
- Office Space Remodel at the MHSA Administrative Building: Project concept was initially approved in March of 2020 as part of the approved CFTN Plan. This project is currently in the planning phase however had been temporarily on hold until the Electrical/Power Upgrade Project noted above, was complete as this project is also being performed in the same building. The next step will involve soliciting contractors through an RFP process which is now expected to occur sometime before year-end 2022. Target date of completion will be closer to calendar year end 2022.

Attachments

Attachment 12-A: December 31, 2021 Unaudited Monthly Financial Statements

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

	AT JANUARY 31, 2022			AT JUNE 30, 2021		
	TCMH	MHSA	Consolidated	TCMH	MHSA	Consolidated
	Unaudited	Unaudited	Unaudited	Audited	Audited	Audited
Current Assets						
Cash	\$ 6,665,869	\$ 29,108,730	\$ 35,774,598	\$ 8,578,296	\$ 26,320,242	\$ 34,898,537
Accounts receivable, net of reserve for uncollectible accounts \$518,571 at January 31, 2022 and \$482,113 at June 30, 2021	3,996,427	2,393,776	6,390,203	3,656,192	2,344,087	6,000,279
Total Current Assets	<u>10,662,296</u>	<u>31,502,505</u>	<u>42,164,801</u>	<u>12,234,488</u>	<u>28,664,329</u>	<u>40,898,816</u>
Property and Equipment						
Land, building, furniture and equipment	3,812,381	9,718,995	13,531,376	3,778,377	9,595,862	13,374,238
Accumulated depreciation	(2,590,926)	(3,974,583)	(6,565,509)	(2,519,499)	(3,809,586)	(6,329,086)
Total Property and Equipment	<u>1,221,454</u>	<u>5,744,413</u>	<u>6,965,867</u>	<u>1,258,877</u>	<u>5,786,276</u>	<u>7,045,153</u>
Other Assets						
Deposits and prepaid assets	189,940	565,475	755,415	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>1,411,395</u>	<u>9,109,888</u>	<u>10,521,282</u>	<u>1,325,488</u>	<u>9,158,488</u>	<u>10,483,976</u>
Total Assests	<u>\$ 12,073,690</u>	<u>\$ 40,612,393</u>	<u>\$ 52,686,083</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 Resouces	<u>\$ 14,967,668</u>	<u>\$ 40,612,393</u>	<u>\$ 55,580,061</u>	<u>\$ 16,453,954</u>	<u>\$ 37,822,816</u>	<u>\$ 54,276,771</u>
LIABILITIES						
Current Liabilities						
Accounts payable	348,233	-	348,233	554,813	1,144	555,956
Accrued payroll liabilities	134,219	211,694	345,913	587,125	115,353	702,478
Accrued vacation and sick leave	415,559	980,862	1,396,420	633,584	1,078,193	1,711,777
Reserve for Medi-Cal settlements	3,246,480	2,713,062	5,959,542	3,062,368	2,537,262	5,599,630
Current portion of mortgage debt	-	-	-	771,676	-	771,676
Total Current Liabilities	<u>4,144,491</u>	<u>3,905,618</u>	<u>8,050,108</u>	<u>5,609,565</u>	<u>3,731,951</u>	<u>9,341,517</u>
Intercompany Acct-MHSA & TCMH	<u>461,532</u>	<u>(461,532)</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	-	7,337,871	7,337,871	-	435,392	435,392
Total Long-Term Liabilities	<u>6,325,906</u>	<u>7,396,743</u>	<u>13,722,649</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>10,931,928</u>	<u>10,840,829</u>	<u>21,772,757</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	1,221,454	5,744,413	6,965,867	487,201	5,786,276	6,273,477
Restricted for MHSA programs	-	24,027,151	24,027,151	-	19,082,210	19,082,210
Unrestricted	2,769,165	-	2,769,165	4,300,430	-	4,300,430
Total Net Position	<u>3,990,619</u>	<u>29,771,564</u>	<u>33,762,184</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>\$ 14,967,668</u>	<u>\$ 40,612,393</u>	<u>\$ 55,580,061</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
SEVEN MONTHS ENDED JANUARY 31, 2022 AND 2021

	PERIOD ENDED 1/31/22			PERIOD ENDED 1/31/21		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
OPERATING REVENUES						
Medi-Cal FFP	\$ 1,914,271	\$ 1,628,426	\$ 3,542,697	\$ 2,140,499	\$ 1,871,704	\$ 4,012,202
Medi-Cal FFP FYE Prior Year	-	-	-	126,765	1,894	128,659
Medi-Cal SGF-EPSDT	461,358	375,119	836,477	508,343	381,951	890,294
Medi-Cal SGF-EPSDT Prior Year	-	-	-	(29,906)	15,202	(14,704)
Medicare	7,396	3,751	11,146	640	1,018	1,658
Contracts	10,000	16,845	26,845	327,982	16,845	344,828
Patient fees and insurance	511	98	610	673	-	673
Rent income - TCMH & MHSA Housing	7,603	42,686	50,289	18,939	50,617	69,555
Other income	573	202	775	87,290	344	87,634
Net Operating Revenues	2,401,713	2,067,126	4,468,839	3,181,225	2,339,574	5,520,798
OPERATING EXPENSES						
Salaries, wages and benefits	4,679,716	6,809,937	11,489,653	4,558,554	7,113,344	11,671,898
Facility and equipment operating cost	462,662	752,328	1,214,990	385,284	671,096	1,056,380
Client lodging, transportation, and supply expense	153,727	572,548	726,276	182,762	1,102,879	1,285,641
Depreciation	91,861	242,054	333,915	84,575	243,601	328,176
Other operating expenses	345,236	692,442	1,037,678	351,304	764,353	1,115,657
Total Operating Expenses	5,733,202	9,069,310	14,802,512	5,562,480	9,895,273	15,457,752
OPERATING (LOSS) (Note 1)	(3,331,490)	(7,002,184)	(10,333,673)	(2,381,255)	(7,555,699)	(9,936,954)
Non-Operating Revenues (Expenses)						
Realignment	2,223,965	-	2,223,965	2,572,005	-	2,572,005
MHSA funds	-	11,870,954	11,870,954	-	12,794,227	12,794,227
Grants and Contracts	316,434	-	316,434	70,000	-	70,000
Interest Income	7,382	34,308	41,690	19,343	94,563	113,906
Interest expense	(11,840)	-	(11,840)	(23,621)	-	(23,621)
Total Non-Operating Revenues (Expense)	2,534,478	11,905,262	14,439,740	2,637,727	12,888,790	15,526,517
INCOME (LOSS)	(797,012)	4,903,078	4,106,067	256,472	5,333,091	5,589,563
INCREASE (DECREASE) IN NET POSITION	(797,012)	4,903,078	4,106,067	256,472	5,333,091	5,589,563
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	\$ 3,990,619	\$ 29,771,564	\$ 33,762,184	\$ 4,135,847	\$ 27,978,961	\$ 32,114,808

(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
SEVEN MONTHS ENDED JANUARY 31, 2022 AND 2021**

	PERIOD ENDED 1/31/22			PERIOD ENDED 1/31/21		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
Cash Flows from Operating Activities						
Cash received from and on behalf of patients	\$ 2,249,868	\$ 2,179,882	\$ 4,429,749	\$ 4,165,553	\$ 2,963,225	\$ 7,128,777
Cash payments to suppliers and contractors	(1,291,534)	(2,011,725)	(3,303,259)	(796,648)	(2,840,985)	(3,637,633)
Payments to employees	(5,350,646)	(6,810,927)	(12,161,574)	(4,972,955)	(6,830,765)	(11,803,720)
	<u>(4,392,313)</u>	<u>(6,642,771)</u>	<u>(11,035,083)</u>	<u>(1,604,050)</u>	<u>(6,708,525)</u>	<u>(8,312,575)</u>
Cash Flows from Noncapital Financing Activities						
MHSA Funding	-	10,359,476	10,359,476	-	9,193,017	9,193,017
CalHFA-State Administered Projects	-	110	110	-	35,690	35,690
Realignment	2,223,965	-	2,223,965	2,572,005	-	2,572,005
Grants and Contracts	311,972	-	311,972	70,000	-	70,000
	<u>2,535,938</u>	<u>10,359,586</u>	<u>12,895,524</u>	<u>2,642,005</u>	<u>9,228,708</u>	<u>11,870,713</u>
Cash Flows from Capital and Related Financing Activities						
Purchase of capital assets	(54,439)	(200,191)	(254,630)	(143,296)	(129,361)	(272,657)
Principal paid on capital debt	(771,676)	-	(771,676)	(17,598)	-	(17,598)
Interest paid on capital debt	(11,840)	-	(11,840)	(23,621)	-	(23,621)
Intercompany-MHSA & TCMH	775,800	(775,800)	-	50,376	(50,376)	-
	<u>(62,154)</u>	<u>(975,991)</u>	<u>(1,038,145)</u>	<u>(134,138)</u>	<u>(179,737)</u>	<u>(313,875)</u>
Cash Flows from Investing Activities						
Interest received	7,566	47,664	55,229	33,569	166,753	200,322
	<u>6,102</u>	<u>47,664</u>	<u>53,766</u>	<u>33,569</u>	<u>166,753</u>	<u>200,322</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	(1,912,427)	2,788,488	876,061	612,386	2,507,198	3,119,584
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>\$ 6,665,869</u>	<u>\$ 29,108,730</u>	<u>\$ 35,774,598</u>	<u>\$ 8,007,741</u>	<u>\$ 26,243,659</u>	<u>\$ 34,251,400</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
SEVEN MONTHS ENDING JANUARY 31, 2022
(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	\$ 2,087,537	\$ 2,716,296	\$ (628,759)	\$ 1,775,819	\$ 2,277,377	\$ (501,558)	\$ 3,863,356	\$ 4,993,673	\$ (1,130,317)
Medi-Cal SGF-EPSDT	503,117	893,469	(390,352)	409,072	652,535	(243,464)	912,188	1,546,004	(633,816)
Medicare	7,396	1,167	6,229	3,751	1,167	2,584	11,146	2,333	8,813
Patient fees and insurance	511	1,225	(714)	98	-	98	610	1,225	(615)
Contracts	10,000	11,667	(1,667)	16,845	-	16,845	26,845	11,667	15,179
Rent income - TCMH & MHSA Housing	7,603	3,121	4,482	42,686	61,542	(18,856)	50,289	64,663	(14,373)
Other income	573	-	573	202	-	202	775	-	775
Provision for contractual disallowances	(215,024)	(180,488)	(34,536)	(181,346)	(115,618)	(65,727)	(396,370)	(296,106)	(100,264)
Net Operating Revenues	2,401,713	3,446,456	(1,044,743)	2,067,126	2,877,002	(809,876)	4,468,839	6,323,458	(1,854,619)
OPERATING EXPENSES									
Salaries, wages and benefits	4,679,716	5,370,828	(691,112)	6,809,937	7,881,924	(1,071,986)	11,489,653	13,252,751	(1,763,098)
Facility and equipment operating cost	464,335	497,544	(33,210)	754,950	758,781	(3,831)	1,219,284	1,256,326	(37,041)
Client program costs	148,159	147,573	586	549,616	684,552	(134,936)	697,775	832,126	(134,351)
Grants	-	-	-	64,975	49,583	15,392	64,975	49,583	15,392
MHSA training/learning costs	-	-	-	53,289	66,597	(13,308)	53,289	66,597	(13,308)
Depreciation	91,861	87,653	4,208	242,054	251,358	(9,304)	333,915	339,011	(5,095)
Other operating expenses	349,132	377,165	(28,033)	594,488	649,519	(55,031)	943,620	1,026,684	(83,064)
Total Operating Expenses	5,733,202	6,480,763	(747,561)	9,069,310	10,342,314	(1,273,004)	14,802,512	16,823,077	(2,020,565)
OPERATING (LOSS)	(3,331,490)	(3,034,307)	(297,182)	(7,002,184)	(7,465,312)	463,128	(10,333,673)	(10,499,619)	165,946
Non-Operating Revenues (Expenses)									
Realignment	2,223,965	2,307,284	(83,319)	-	-	-	2,223,965	2,307,284	(83,319)
MHSA Funding	-	-	-	11,870,954	12,222,954	(352,000)	11,870,954	12,222,954	(352,000)
Grants and contracts	316,434	201,429	115,005	-	-	-	316,434	201,429	115,005
Interest (expense) income, net	(4,457)	(14,354)	9,897	34,308	41,078	(6,771)	29,850	26,724	3,126
Total Non-Operating Revenues (Expense)	2,534,478	2,494,358	40,120	11,905,262	12,264,032	(358,771)	14,439,740	14,758,391	(318,651)
INCREASE(DECREASE) IN NET POSITION	\$ (797,012)	\$ (539,949)	\$ (257,063)	\$ 4,903,078	\$ 4,798,721	\$ 104,357	\$ 4,106,067	\$ 4,258,772	\$ (152,705)

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
SEVEN MONTHS ENDING JANUARY 31, 2022**

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 approximately \$1.9 million for the following reasons:

- 1 Medi-Cal FFP revenues for FY 2021-22** were \$1.1 million lower than the budget. Medi-Cal FFP revenues were approximately \$629 thousand lower for TCMH and \$501 thousand lower for MHSA. At TCMH, the adult program revenues were lower than budget by \$316 thousand and the children program revenues were lower by \$313 thousand. For MHSA, the adult and older adult FSP programs were lower than budget by \$290 thousand and the Children and TAY FSP programs were lower by \$211 thousand.
- 2 Medi-Cal SGF-EPSTD revenues for fiscal year 2021-22** were lower than budget by \$634 thousand of which \$390 thousand lower were from TCMH and \$243 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 approximately \$9 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 approximately \$15 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 \$14 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 \$100 thousand higher than budget.

Operating Expenses

Operating expenses were lower than budget by \$2.0 million for the following reasons:

- 1 Salaries and benefits** are approximately \$1.8 million lower than budget and of that amount, salaries and benefits are \$691 thousand lower for TCMH operations and are \$1.1 million lower for MHSA operations. These variances are due to the following:

TCMH salaries were lower than budget by \$398 thousand due to vacant positions and benefits are lower than budget by \$293 thousand.

MHSA salaries are lower than budget by \$728 thousand. The direct program salary costs are lower by \$653 thousand due to vacant positions and the administrative salary costs are lower than budget by \$75 thousand. Benefits are lower than the budget by \$343 thousand. Of that, health insurance is lower than budget by \$245 thousand, state unemployment insurance is lower by \$39 thousand, workers compensation is lower by \$35 thousand. Other insurances are lower by \$24 thousand.
- 2 Facility and equipment operating costs** were lower than the budget by \$37 thousand. Facility and equipment operating costs were \$33 thousand lower for TCMH and were \$4 thousand lower for MHSA.
- 3 Client program costs** are lower than the budget by \$134 thousand mainly from MHSA due to lower FSP client costs.
- 4 Grants for fiscal year 2021-22** awarded under the Community Wellbeing project are \$15 thousand higher than the budget due to timing.
- 5 MHSA learning and training costs** are lower than the budget by \$13 thousand.
- 6 Depreciation** is \$5 thousand lower than the budget.
- 7 Other operating expenses** were lower than the budget by \$83 thousand of which \$28 thousand lower were from TCMH and \$55 thousand lower were from MHSA. At TCMH, professional fees were lower than budget by approximately \$92 thousand and the security expense was lower by \$8 thousand. These lower costs were offset by higher attorney fees, personnel recruiting fees, dues and subscriptions, conference and mileage expenses. At MHSA, the lower costs were mainly from the professional fees and security expense.

**TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
SEVEN MONTHS ENDING JANUARY 31, 2022**

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 \$319 thousand as follows:

1 TCMH non-operating revenues are \$40 thousand higher than the budget. Of that, realignment fund is lower than the budget by \$83 thousand. Interest income netted with interest expense is lower than the budget by \$10 thousand. Grants and contracts are higher than the budget by \$115 thousand including the City of Pomona Measure H program, Los Angeles County Covid-19 Community Equity Fund, Pomona Rental Assistance Program and Adverse Childhood Experiences grant.

2 MHSA non-operating revenue is \$352 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	2,355,742	2,355,742	-
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>\$ 11,870,954</u>	<u>\$ 12,222,954</u>	<u>\$ (352,000)</u>

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

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 \$7 thousand.

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
SEVEN MONTHS ENDED JANUARY 31, 2022 AND 2021

	PERIOD ENDED 1/31/22			PERIOD ENDED 1/31/21		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
REVENUES						
Medi-Cal FFP, net of reserves	\$ 1,914,271	\$ 1,628,426	\$ 3,542,697	\$ 2,140,499	\$ 1,871,704	\$ 4,012,202
Medi-Cal FFP FYE Prior Year	-	-	-	126,765	1,894	128,659
Medi-Cal SGF-EPSDT	461,358	375,119	836,477	508,343	381,951	890,294
Medi-Cal SGF-EPSDT Prior Year	-	-	-	(29,906)	15,202	(14,704)
Medicare	7,396	3,751	11,146	640	1,018	1,658
Realignment	2,223,965	-	2,223,965	2,572,005	-	2,572,005
MHSA funds	-	11,870,954	11,870,954	-	12,794,227	12,794,227
Grants and contracts	326,434	16,845	343,279	397,982	16,845	414,828
Patient fees and insurance	511	98	610	673	-	673
Rent income - TCMH & MHSA Housing	7,603	42,686	50,289	18,939	50,617	69,555
Other income	573	202	775	87,290	344	87,634
Interest Income	7,382	34,308	41,690	19,343	94,563	113,906
Total Revenues	4,948,030	13,972,388	18,920,418	5,842,573	15,228,364	21,070,936
EXPENSES						
Salaries, wages and benefits	4,679,716	6,809,937	11,489,653	4,558,554	7,113,344	11,671,898
Facility and equipment operating cost	462,662	752,328	1,214,990	385,284	671,096	1,056,380
Client lodging, transportation, and supply expense	153,727	572,548	726,276	182,762	1,102,879	1,285,641
Depreciation	91,861	242,054	333,915	84,575	243,601	328,176
Interest expense	11,840	-	11,840	23,621	-	23,621
Other operating expenses	345,236	692,442	1,037,678	351,304	764,353	1,115,657
Total Expenses	5,745,042	9,069,310	14,814,352	5,586,100	9,895,273	15,481,373
INCREASE (DECREASE) IN NET POSITION	(797,012)	4,903,078	4,106,067	256,472	5,333,091	5,589,563
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	\$ 3,990,619	\$ 29,771,564	\$ 33,762,184	\$ 4,135,847	\$ 27,978,961	\$ 32,114,808

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

Definitions:

Medi-Cal FFP= Federal Financial Participation Reimbursement

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

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)



Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: March 16, 2021

TO: Governing Board of Tri-City Mental Health Authority
Jesse Duff, Interim Executive Director

FROM: Elizabeth Renteria, LCSW, Chief Clinical Officer

SUBJECT: Monthly Clinical Services Report

ACCESS TO CARE

There was a total of 160 service requests made for adults in the month of February. In terms of request type, 24 were walk-in service requests, 108 were called-in, there were 28 SRTS referrals/SRTS hospital discharge referrals, there were 7 in-writing referrals and 0 FSP/FCCS. There was a total of 20 service requests that were hospital discharges. There were 18 referrals received from IOET for adults. As of 2/1/2022, individuals 18-20 years in age will be processed through our Royalty site under COP. Therefore, our numbers will be lower than previous months.

The majority of service requests were called in over the phone at 67.5% (108). The number of individuals walking into the clinic to access services continues to increase. In the month of February, 15% (24) of individuals requesting services came into the clinic in-person.

Below is a breakdown of dispositions based on the 160 service requests received for February/2022:

- 1.87% (3) Pending disposition.
- 83.12% (133) Initial Appointment Given.
- .625 (1) Crisis 5150/5585
- 2.5% (4) Individual/collateral declined services.
- 1.87% (3) Referred back to private insurance.
- 2.5% (4) Referred to another MH agency.
- .625 (1) Referred to Medi-Cal managed care plan.
- 6.87% (11) Unable to contact.

There was a total of 107 intakes initiated by staff during the month of February 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:

- 68 AOP (63.55%)
- 26 COP (24.29%)
- 8 FSP Adult (7.47%)
- 0 FSP Older Adult (0%)

Governing Board of Tri-City Mental Health Authority
Jesse Duff, Interim Executive Director
Monthly Staff Report of Elizabeth Renteria, LCSW Chief Clinical Officer
March 16, 2022

- 3 FCCS (2.8%)
- 1 FSP Children (.93%)
- 1 FSP TAY (.93%)

(Total: 107)

Access to Care clinicians initiated a total of 50 intakes which is 46.72% of the total number of intakes initiated for the month of February for the entire agency.

ADULT SERVICES

Intakes:

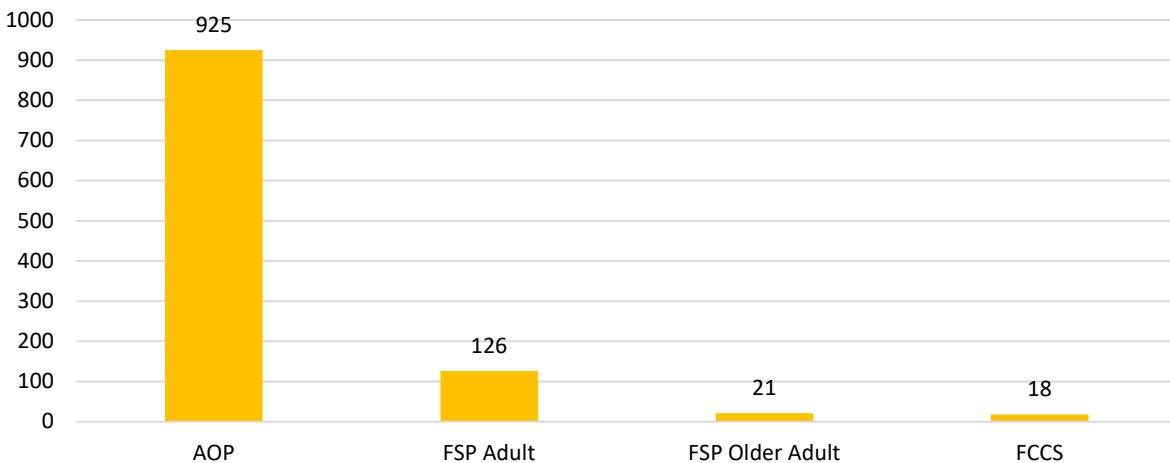
Intake appointments for adult services has remained consistent for the last 3 months. In the AOP during the month of December there were 86 intake appointments, in January there were 77, and there were 79 in the month of February. The number of FSP intakes were 5 in December, 6 in January, and 8 in February. The FSP Older Adult intakes are similar in numbers from 1 in December, 0 January, to 0 in February. FCCS intakes are 0 in December, 0 in January, to 3 in February.

Since January 2022 two Adult FSP clinical therapists and two AOP clinical therapist have resigned which has resulted in decreasing the number of intake available to the community.

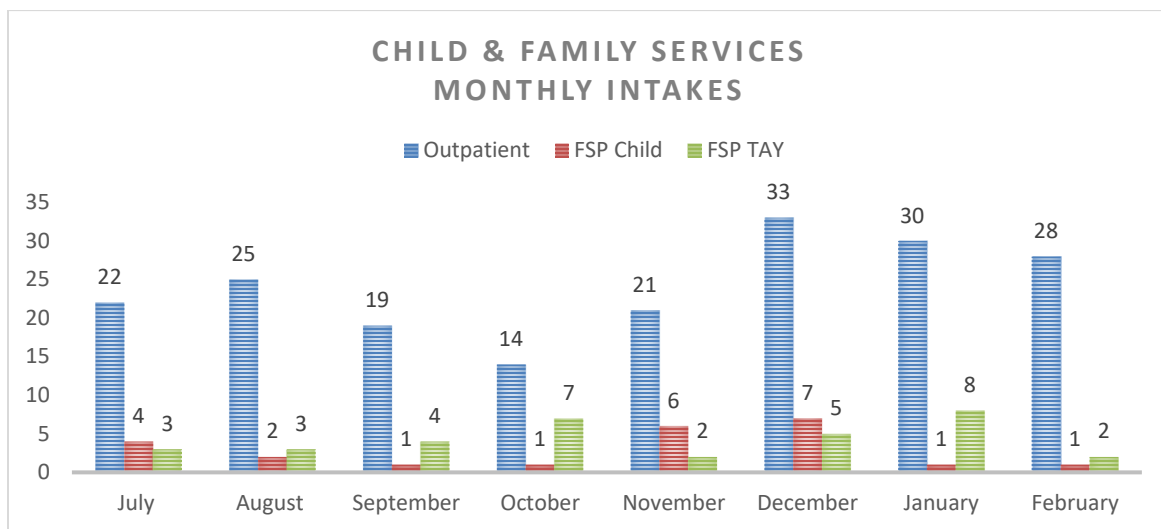
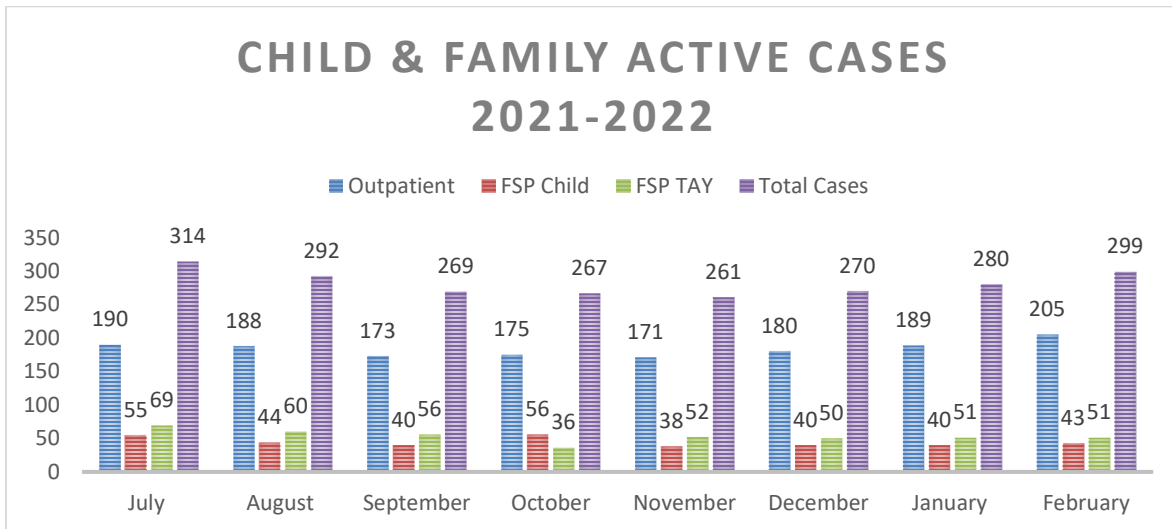
Discharges:

There was a total number of 27 cases that were closed in the month of February and there are several in process to be closed. Staff are working to outreach to inactive clients to determine if they would like to continue with care.

Active Clients



CHILD AND FAMILY SERVICES



Data overview:

Staff are striving to complete 3-4 intakes monthly, including the lengthier assessments for children 0-5. Staff are working hard to continue to encourage successful client transitions and graduations.

Early Psychosis:

The early psychosis program continues to grow the census as staff are identifying cases earlier. Staff are working on joining sessions with several families to increase attendance to family workshops and the Multi-Family Groups. The team will be hosting two workshops for parents regarding psychosis during the month of March.

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School Partnership Team (SPT)

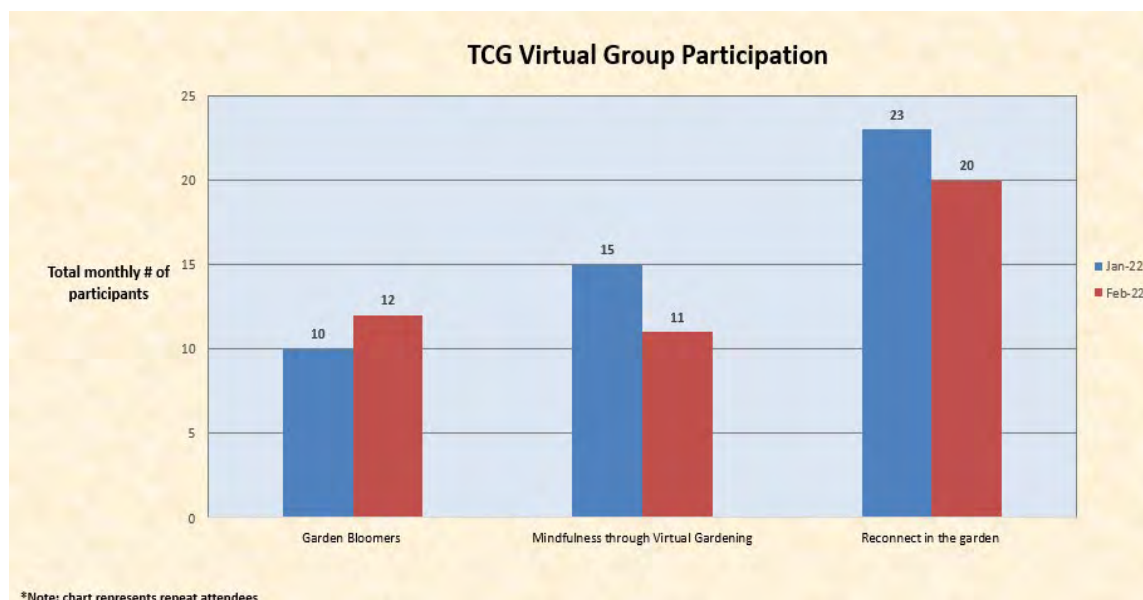
SPT will have an additional part time Mental Health Specialist joining the team in March. This position will assist with processing client referrals, completing service requests, and tracking client engagement. While the number of referrals from Claremont Unified continue to be low, the overall number of outreach and contact with the school mental health team has increased. CUSD referred a client to the FEP program who was able to get connected and has not been hospitalized in the last 6 weeks. There has been strong collaboration between the school and Tri-City staff regarding supporting the client leading to client's symptoms decreasing and functioning improving.

Co- occurring Support Team (COST)

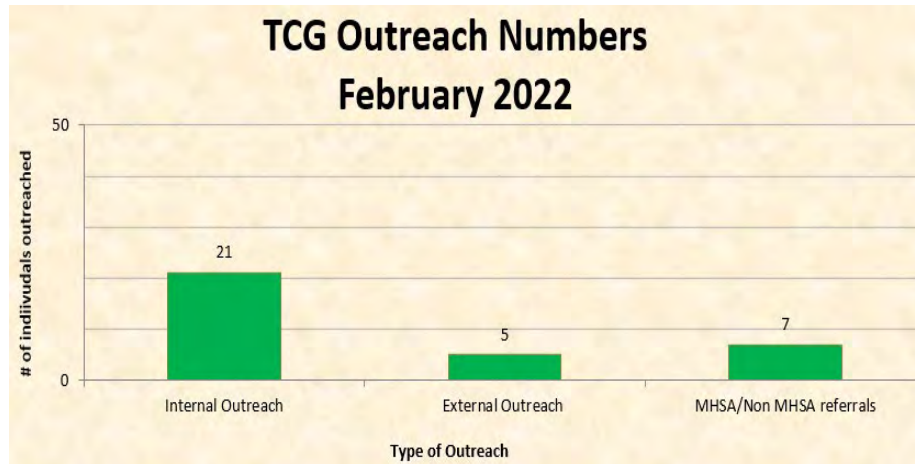
During the month of February, the COST partnered with a number of community partners to make linkages for clients and to increase referrals and coordination of services. COST staff members participated in outreach events such as Pomona Probation office resource fairs, Pacific Clinics Drop- In center, Foothill Aids Project and with Pomona Valley Wellness.

THERAPEUTIC COMMUNITY GARDEN (TCG)

TCG groups will be going on a short hiatus due staffing shortages effective March 4, 2022. The TCG Clinical Program Manager is currently in the process of reviewing applications and scheduling interviews for the New TCG Clinical Therapist Position and our newly opened TCG MHS position. The hope is to fill these positions soon in order to get TCG groups back up and running. Interviews are scheduled for the second week of March.



Above: This graph depicts group attendance for the month of February 2022 and January 2022.



Above: In the graph above you can see outreach conducted in the month of February 2022. Due to group hiatus, the team paused on external outreach efforts.

HOUSING

In February, TCMHA's Housing team partnered with the Co-Occurring Support Team (COST) to develop strategies to better support clients in maintaining successful tenancies in their Mental Health Services Act Housing. The Housing team and Co-Occurring Support Team are working together on a group curriculum to address common issues such as maintaining sobriety and adhering to lease agreements. The plan is to have a kickoff event for the six-month group curriculum at the end of March.

CLINICAL WELLNESS ADVOCATES (CWA)

The peer support specialists of the CWA team continue to do a tremendous job supporting clients. This month the CWA team is providing additional support to 71 AOP Adult Cases in an effort to address the staffing shortages on the clinical teams. The current client census for the CWA team is 149 clients.

SUCCESS STORY

This month's success story comes from the Adult Services Program. Client is a 46-year-old female who has been in services since January 2021. She has been diagnosed with posttraumatic stress disorder and Major Depressive Disorder. After 3 months in treatment, client became widowed and experienced an increase in stressors related to finances. Over the last year, client has struggled with being independent, such as managing funds, locating resources in community, and following through with medical care. Before seeking treatment, client had also struggled with maintaining sobriety, homelessness and seeking positive supports in the community.

Over the last year, client has been consistent with treatment, such as following through with mental health services and making changes to her overall physical health. Currently,

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client has maintained sobriety for two years and increased her independence by seeking long term housing. Client still struggles with maintaining her physical health and does seek support from case management however client is consistent with treatment with prompting from treatment team. Client has shared difficulty with her recent loss and challenges with increasing independence as her partner supported her with all tasks. Client has shared feelings of gratitude towards all team members and services provided, including co-occurring, medication, and clinical teams that have helped support her recovery.



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

DATE: March 16, 2022

TO: Governing Board of Tri-City Mental Health Authority
Jesse H. Duff, Interim 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 FEBRUARY 2022

IOET Program

- Number of all new outreach= 94
- Number client given intake appointments= 37
- Number of clients opened= 15
- Total number of ALL clients outreached= 180
- Total number of homeless served= 105
- Percentage of clients outreached that are homeless= 58%
- Percentage of clients enrolled this month in formal services that are homeless= 27%
- Total number clients outreached since inception= 4304
- Total number clients enrolled since inception= 1393
- Vaccination clinic: In coordination with The Los Angeles Department of Health Services 23 vaccinations were given.

Service area:

- Pomona= 173
- Laverne= 4
- Claremont= 3
- Total= 180

Enrollments:

- FSP (Full-Service Partnership)-Older Adult= 0
- FSP-adult= 2
- FSP-TAY (Transition Age Youth) = 0
- AOP (Adult Outpatient Program) = 11
- COP (Children Outpatient Program) = 2
- FCCS (Field Capable Clinical Services) = 0
- FSP Children= 0

Health Issues:

- Number of initial health assessments completed= 29
- Number of clients linked to PCP appointments with IOET LPT= 30

Supplemental Crisis Calls

- Number of calls received= 11

Service Area

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

P.A.C.T.

- Number of new individuals added for the month= 25
- Number of closed individuals for the month= 19
- Number of holds written for the month= 8 holds
- Number enrolled in formal services for the month= 0
- Number pending intake appointment for the month= 0
- Number referred to IOET this month= 2

During the current shortage of mental health professionals in our agency and the whole country, it is crucial to remember:

- 1 in 5 U.S. adults experience mental illness each year
- 1 in 20 U.S. adults experience serious mental illness each year
- 1 in 6 U.S. youth aged 6-17 experience a mental health disorder each year
- 50% of all lifetime mental illness begins by age 14, and 75% by age 24
- Suicide is the 2nd leading cause of death among people aged 10-34

Mental Health Care Matters

- 46.2% of U.S. adults with mental illness received treatment in 2020
- 64.5% of U.S. adults with serious mental illness received treatment in 2020
- 50.6% of U.S. youth aged 6-17 with a mental health disorder received treatment in 2016
- The average delay between onset of mental illness symptoms and treatment is 11 years

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- Annual treatment rates among U.S. adults with any mental illness, by demographic group:
- Male: 37.4%
- Female: 51.2%
- Lesbian, Gay or Bisexual: 54.3%
- Non-Hispanic Asian: 20.8%
- Non-Hispanic white: 51.8%
- Non-Hispanic black or African American: 37.1%
- Non-Hispanic mixed/multiracial: 43.0%
- Hispanic or Latino: 35.1%
- 11% of U.S. adults with mental illness had no insurance coverage in 2020
- 11.3% of U.S. adults with serious mental illness had no insurance coverage in 2020
- 55% of U.S. counties do not have a single practicing psychiatrist
- 134 million people live in a designated Mental Health Professional Shortage Area



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

DATE: March 16, 2022

TO: Governing Board of Tri-City Mental Health Authority
Jesse Duff, Executive Director

FROM: Rimmi Hundal, Director of MHSA and Ethnic Services

SUBJECT: Monthly MHSA and Ethnic Services Report

ETHNIC SERVICES

Tri-City is celebrating Women's History Month. The goal of Women's History Month is to highlight the achievements and contributions made by women in a variety of fields: health care workers, engineers, filmmakers, and pioneers of all kinds. Throughout time, women have played a vital role in U.S. history. Therefore, Women's History Month recognizes women who have changed the world in so many different ways. The various advisory councils focused on highlighting outstanding women in their cultures.

We have our new Diversity, Inclusion and Equity Coordinator, Andrea Espinosa. Andrea is a first-generation college graduate and has a passion for working with unserved and underserved communities. Her professional experience includes community engagement, outpatient services, and prevention & early intervention.

COMMUNITY PLANNING PROCESS

On February 24, 2022, stakeholders came together to review and provide feedback on four MHSA program updates.

1. Request to transfer \$1,000,000 from Community Services and Supports (CSS) plan to Workforce Education and Training.
2. Request to transfer \$1,700,000 from Community Services and Supports (CSS) plan to Capital Facilities and Technological Needs (CFTN) plan.
3. Request to allocate \$152,000 annually in Community Services and Supports (CSS) funds for salary and benefits to create three new Community Navigator positions.
4. Request to approve the new Innovation project, Multi-County Collaborative Psychiatric Advance Directives.

All four proposals were approved by stakeholders and included in the 30-day public comment period as part of the MHSA Annual Update for FY 2022-23 as well as the new Innovation project.

On March 11, 2022, the MHSA Annual Update for FY 2022-23 was posted for a 30-day public comment period with the goal of obtaining feedback from community members and local partners. This annual report showcases both the successes and challenges of programs funded under the Mental Health Services Act. The comment period will conclude on April 12 when the MHSA Public Hearing will take place in conjunction with the monthly Mental Health Commission meeting. Upon endorsement by the Mental Health Commission, the Annual Update for FY 2022-23 will then be presented to the Tri-City Governing Board on April 20, 2022, for final approval and adoption.

In addition, the new Innovation project, Multi-County Collaborative Psychiatric Advance Directives (PADs), was also posted on March 11, 2022, for a 30-day public comment period. This project is a collaboration between Tri-City Mental Health and six other counties. The estimated funding for this three-year project is \$800,000. The public comment period will also conclude on April 12 when this project will then be presented during the MHSA Public Hearing which will take place in conjunction with the monthly Mental Health Commission meeting on April 12. Upon endorsement by the Mental Health Commission, the Multi-County Collaborative Psychiatric Advance Directives (PADs) project will then be presented to the Tri-City Governing Board on April 20, 2022, for their approval and adoption. The final step in the Innovation approval process is to submit the plan to the Mental Health Oversight and Accountability Commission who will then make the final decision to approve the project for implementation on July 1, 2022.

WORKFORCE EDUCATION AND TRAINING (WET)

Social Media continues to be an important method of communicating with the communities that we serve.

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

- On Facebook, Tri-City reached 2003 people
- On LinkedIn, Tri-City reached 46 views
- On Instagram, Tri-City reached 286 people and
- On Twitter, Tri-City made 1,296 impressions.

PREVENTION AND EARLY INTERVENTION – PEI

Community Wellbeing

The due date for the Community Wellbeing Grants application is Friday, April 1st at 12pm via email to Daisy Martinez at dmartinez@tricitymhs.org. The applications will be reviewed by a panel which will consist of a community member and two Tri-City staff on April 20th and 21st, followed by interviews by the same panel on May 11th and May 12th. More information regarding the Community Wellbeing Grants can be found on Tri-City's website at <https://tricitymhs.org/our-services/community-support-programs/community-wellbeing-program>

Stigma Reduction

Green Ribbon Week (GRW) started this week on Monday, March 14 and will end of Friday March, 18, 2022 with the theme #TalkToHeal - so we can end mental health stigma together. GRW is a weeklong event that focuses on reducing stigma and encourages community members to stop the stigma which greatly impacts one's mental health and wellbeing. A virtual toolkit, pledge cards, zoom backgrounds, and posters can be accessed through Tri-City's website and can be used to participate in Green Ribbon Week. Upcoming events/activities scheduled to take place during GRW are:

March 14 @3:30pm – [Mental Health 101](#)

Mental Health 101 is a webinar that will educate the audience on: what is mental health, mental illness, and how stigma impacts individuals who are struggling with mental health challenges with the goal of bringing awareness to misconceptions, stereotypes, and discrimination associated with mental health.

March 16 @3:30pm – [Let's Talk about Stigma](#)

Let's Talk About Stigma is a peer led listening circle facilitated by Just Us 4 Youth (JU4Y). JU4Y is a non-profit organization based in Pomona that mentors youth to become better students and leaders in the community. Youth leaders will lead the discussion about their experience with mental health stigma and the ways they can fight against it as a community.

March 17 @4pm – [Lights, Camera, Action: Media can Help Shape a Positive Image for Mental Illness](#)

A short film screening and discussion that will focus on how media can reduce stigma and discrimination related to mental illness.

March 18 @6pm – [Courageous Minds Presentation](#)

An event where a Courageous Minds Speaker will share their story about their mental health journey and experience through recovery. Courageous Minds is Tri-City's speakers' bureau. This presentation will provide hope and inspiration for others struggling with their mental health and realize they are not alone in their journey.



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

DATE: March 16, 2022

TO: Governing Board of Tri-City Mental Health Center
Jesse Duff, Interim Executive Director

FROM: Natalie Majors-Stewart, Chief Compliance Officer

SUBJECT: Monthly Best Practices Report

COMPLIANCE & BEST PRACTICES

Trainings and Process Implementations

In ongoing efforts to continue to streamline workflow processes and ensure compliance with policies and guidelines, Best Practices division staff have been in collaboration with the Medical Records department in order to develop a training plan related to HIPAA/Protected Health Information Access, Use, and Disclosure. The training plan will commence with implementing a revised process for obtaining, approving, and executing authorizations for the release of client and participant information.

Additionally, Best Practice Division staff developed an online training module to review the process of developing treatment groups in the electronic health record, as well as a review of the guidelines for claiming and documenting groups in accordance with Medi-Cal requirements. The primary goal of this training was to provide an additional compliance support resource to the clinical department as they further develop their expanded group services plan.

Six-Month Program Summaries

In the month of February, the QI Team prepared and distributed six-month summaries for MHSA programs. The summaries demonstrate performance measures outcomes from the first 6 months of the fiscal year, which are categorized by the following RBA framework questions: 1) How much did we do? 2) How well did we do it? and 3) Is anyone better off? This mid-year program data provides an opportunity for programs and departments to review and evaluate the performance of their programs and to make any required adjustments for the remainder of the fiscal year. Data from the second half of the fiscal year is combined with 6-month summary data, and is used to report larger outcomes, as part of MHSA Annual Reporting requirements to DHCS (Department of Health Care Services – California).

Data Development

The Quality Improvement Team (QI) has started the process of reviewing and developing FY 2022/2023 performance measures. This process includes a review of current data, current processes, and an analysis of current goals and metrics. The goal of this process is to ensure that programs are collecting the most essential and valuable data and to identify the best methods to enhance data quality and efficiency. As part of this year's process, the QI team is working to standardize some key performance indicators and measures that will be developed into data dashboards, which will provide a centralized means of monitoring, measuring, analyzing, insights in a user-friendly manner.

Cerner – Electronic Health Record

In collaboration with the IT department and other key agency staff, Best Practices division staff continue to maintain a principal commitment to preparing for the imminent Cerner Electronic Health Record implementation.



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

DATE: March 16, 2022

TO: Governing Board of Tri-City Mental Health Authority
Jesse Duff, Interim Executive Director

FROM: Ken Riomales, Chief Information Officer

SUBJECT: Monthly Information Technology Report

I.T. OPERATIONS UPDATE

- For the month of February 2022, the I.T. department received 209 support requests. The three month rolling average is 227 tickets.
- I.T. recruitment is on-going. On offer has been extended to a candidate and they are currently going through the HR onboarding process. I.T. is awaiting word on full clearance to start.

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

- Cerner Implementation – Project is currently on track and on budget. Go-Live is tentatively scheduled for end of late June/early July 2022.
 - Major Milestone: Tri-City Super User training is scheduled between the week of 3/28 – 4/15. The Tri-City Core Team has hand selected key individuals in the organization to act as Super Users for the implementation and moving forward operational. The role of a Super User is to act as the Cerner module subject matter content expert for the Agency.
 - Next Steps
 - Continue build work for Tri-City Cerner instance
 - Coordinate End User Training
 - UPDATE: It was previously reported that Tri-City will utilize a Train-the-Trainer approach to train the rest of the agency. After consulting with key stakeholders and after much deliberation and consideration, the project leadership has determined that a centralized training approach is more conducive to Tri-City. Planning is currently underway to map out the schedule. End-user training is currently scheduled to occur between 5/9 – Go-Live

CALAIM UPDATE – DATA EXCHANGE

- Efforts are on-going to meet and coordinate with LA DMH to clarify and solidify Tri-City requirements in relation to CalAIM. Part of this is determining the level of required interoperability.
 - NOTE: Once Tri-City goes live on Cerner, the Agency will have interoperability capabilities to exchange data. Anecdotally, it's been stated via BHQIP meetings that this "could/should" meet requirements. However, the overall ruling for CalAIM required interoperability is still being formed. Tri-City will continue to participate in discussions and will await final ruling.

UPCOMING PROJECTS

- Network Implementation – Project is currently in planning phase with formal project kick-off tentatively scheduled for March. Implementation is anticipated to last 90-120 days.