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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
John Nolte (Pomona), Vice-Chair
Carolyn Cockrell (La Verne), Board Member
Paula Lantz (Pomona), Board Member
Wendy Lau (La Verne), Board Member
Elizabeth Ontiveros-Cole (Pomona), Board Member
Ronald T. Vera (Claremont), Board Member

GOVERNING BOARD AGENDA

WEDNESDAY, JANUARY 18, 2023
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/88987132403?pwd=VDNJeUhlN2IMakVEUzdSd3JIUWUwUT09>

Passcode: awFL+Wy4

Or Telephone: 1-213-338-8477

Webinar ID: 889 8713 2403

Passcode: 55835173

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 Lau, Board Member Ontiveros-Cole, and Board Member Vera; Vice-Chair Nolte; 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. 692 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. 692 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 Executive Director, or her designee, to continue utilizing teleconferencing accessibility to conduct the Authority’s public meetings pursuant to Government Code § 54953.”

- 2. APPROVAL OF MINUTES FROM THE DECEMBER 21, 2022 GOVERNING BOARD AND MENTAL HEALTH COMMISSION REGULAR JOINT MEETING**

Recommendation: “A motion to approve the Minutes of the Governing Board and Mental Health Commission Regular Joint Meeting of December 21, 2022.”

NEW BUSINESS

- 3. CONSIDERATION OF RESOLUTION NO. 693 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AFFILIATION AGREEMENT WITH POMONA VALLEY HOSPITAL CENTER (PVHMC) TO PROVIDE ADVANCED TRAINING IN MENTAL HEALTH TREATMENT AND SUBSTANCE USE TO ITS FAMILY MEDICINE RESIDENTS**

Recommendation: “A motion to adopt Resolution No. 693 authorizing the Executive Director to execute an Affiliation Agreement with PVHMC to provide advanced training in mental health treatment and substance use to its Family Medicine Residents.”

4. CONSIDERATION OF RESOLUTION NO. 694 ADOPTING THE FIRST AMENDMENT TO THE MENTAL HEALTH SERVICES ACT (MHSA) ANNUAL UPDATE FOR FISCAL YEAR 2022-23 AS RECOMMENDED BY TCMHA MENTAL HEALTH COMMISSION

Recommendation: “A motion to adopt Resolution No. 694 approving the First Amendment to the Authority’s MHSA Annual Update For Fiscal Year 2022-23 as recommended by TCMHA MHC.”

5. CONSIDERATION OF RESOLUTION NO. 695 ADOPTING A REVISED PERSONNEL RULES AND REGULATIONS MANUAL OF TRI-CITY MENTAL HEALTH AUTHORITY BY ADDING JUNE NINETEENTH TO THE AUTHORIZED HOLIDAYS, EFFECTIVE JANUARY 18, 2023

Recommendation: “A motion to adopt Resolution No. 695 adopting the revised Authority’s Personnel Rules and Regulations Manual, effective January 18, 2023.”

6. CONSIDERATION OF RESOLUTION NO. 696 AUTHORIZING AN AMENDMENT TO FISCAL YEAR 2022-23 BUDGET BY INCREASING CONSULTING SERVICES IN THE AMOUNT OF \$52,388; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT WITH KOFF & ASSOCIATES, INC. FOR COMPLETION OF THE TOTAL CLASSIFICATION AND COMPENSATION STUDY

Recommendation: “A motion to adopt Resolution No. 696 amending the Fiscal Year 2022-23 Budget by increasing Consulting Services in the amount of \$52,388; and authorizing the Executive Director to execute the First Amendment to Professional Services Agreement with Koff & Associates, Inc.”

7. CONSIDERATION OF DRAFT POLICY AND PROCEDURE FOR CLAIMS AND LITIGATION AGAINST THE AUTHORITY

Recommendation: “That the Governing Board review and comment on the draft policy and procedure for handling claims and litigation against the Authority.”

8. ELECTION OF OFFICERS FOR THE 2023 CALENDAR YEAR AS REQUIRED BY THE JOINT POWERS AGREEMENT BETWEEN THE CITIES OF POMONA, CLAREMONT, AND LA VERNE

Recommendation: “That the Governing Board considers the election or re-election of a chairperson and vice chairperson.”

MONTHLY STAFF REPORTS

9. RIMMI HUNDAL, EXECUTIVE DIRECTOR REPORT

10. **DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT**
11. **LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT**
12. **SEYAM TEIMOORI, MEDICAL DIRECTOR REPORT**
13. **DANA BARFORD, DIRECTOR OF MHSA AND ETHNIC SERVICES REPORT**
14. **NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT**

Recommendation: “A motion to receive and file the month of January 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.

CLOSED SESSION

The Governing Board will recess to a Closed Session pursuant to:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code § 54956.9)
Case Name or Reference: Patricia Kears v. Tri City Mental Health Authority, Warkitha Torregano, et al.

Case Number: 21PSCV00953

Venue: Los Angeles Superior Court

RECONVENE TO OPEN SESSION

The Governing Board will reconvene to an Open Session.

CLOSED SESSION REPORT

Any reportable action taken is announced.

ADJOURNMENT

The next Regular Meeting of the **Governing Board** will be held on **Wednesday, February 15, 2023 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
AGENDA REPORT**

DATE: January 18, 2023

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Mica Olmos, JPA Administrator/Clerk

SUBJECT: Consideration of Resolution No. 692 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 Zoom or 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. 692 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 Executive Director, or her designee, to continue utilizing teleconferencing accessibility to conduct the Authority's public meetings pursuant to Government Code § 54953.

Attachments:

Attachment 1-A: Resolution No. 692- DRAFT

RESOLUTION NO. 692

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

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

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

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

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

C. The Authority will make these findings every 30 days in order to continue such teleconferencing pursuant to Government Code § 54953 (AB 361), which will sunset on January 1, 2024.

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

2. Action

The Governing Board finds and declares that it 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 Executive Director, or her designee, to continue utilizing teleconferencing accessibility to conduct the Authority’s public meetings pursuant to Government Code § 54953.

[Continued on page 2]

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on January 18, 2023, 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



MINUTES

GOVERNING BOARD / MENTAL HEALTH COMMISSION REGULAR JOINT MEETING

DECEMBER 21, 2022 – 5:00 P.M.

The Governing Board and the Mental Health Commission held on Wednesday, December 21, 2022 at 5:02 p.m. its Regular Joint 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 5:02 p.m.

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

GOVERNING BOARD

PRESENT: Jed Leano, City of Claremont, Chair
John Nolte, City of Pomona, Vice-Chair
Carolyn Cockrell, City of La Verne, Board Member (joined at 5:45 p.m.)
Paula Lantz, City of Pomona, Board Member (joined at 5:07 p.m.)
Wendy Lau, City of La Verne, Board Member
Elizabeth Ontiveros-Cole, City of Pomona, Board Member (joined at 5:14 p.m.)
Ronald T. Vera, City of Claremont, Board Member

ABSENT: None.

MENTAL HEALTH COMMISSION

PRESENT: Wray Ryback, Vice-Chair
Carolyn Cockrell, GB Member Liaison (joined at 5:45 p.m.)
Clarence D. Cernal, Commissioner
Joan M. Reyes, Commissioner
Twila L. Stephens, Commissioner
Toni L. Watson, Commissioner

ABSENT: Anne Henderson, Chair
Isabella A. Chavez, Commissioner
Nichole Perry, Commissioner
Alfonso Villanueva, Commissioner

STAFF

Present: Rimmi Hundal, Executive Director
Darold Pieper, General Counsel
Diana Acosta, Chief Financial Officer

AGENDA ITEM NO. 2

Liz Renteria, Chief Clinical Officer
Seeyam Teimoori, Medical Director
Dana Barford, Director of MHSA & Ethnic Services
Natalie Majors-Stewart, Chief Compliance Officer
Kitha Torregano, HR Manager
Mary Monzon, Housing Manager
Mica Olmos, JPA Administrator/Clerk

REMEMBRANCE

REMEMBRANCE OF JOSEPH (JOE) LYONS, PH.D., FORMER TRI-CITY MENTAL HEALTH AUTHORITY GOVERNING BOARD MEMBER AND CITY OF CLAREMONT COUNCIL MEMBER AND MAYOR

At 5:07 p.m. Board Member Paula Lantz joined the meeting.

Sharyn Webb, Mr. Lyons wife, was in attendance at the meeting.

Governing Board Chair Leano, stated on behalf of the City of Claremont and of Tri-City Mental Health Authority, that it is with tremendous sadness the announcement of the passing of Joseph Lyons, former Claremont City Council Member and Mayor, and Governing Board Member for TCMHA; that Dr. Lyons passed away surrounded by his loved ones and expressed condolences to his family and friends. He then reported that in the last week, the flags at Claremont City Hall were lowered half-staff in his honor; that Dr. Lyons served 2 terms on the Claremont City Council from March, 2011 to November, 2018, on the Tri-City Mental Health Governing Board, the 6 Basins Watermaster Board, the Pomona Valley Transit Authority, the Cities Committee on Aging, the Foothill Transit, and the San Gabriel Valley Council of Governments Board. He then provided Dr. Lyons biography, stating that he was born in Fresno and raised in the suburbs of Boston until his mid-teens when his family moved to San Diego; that he earned a Bachelor's and Master's Degree in Microbiology from San Diego State University, and later earned a PH.D. in Immunogenetics from Vrije Universiteit Medical School in Amsterdam in the Netherlands; that he began his career in medical research at the University of California, San Diego, at the School of Medicine, from 1972 to 1983, and he retired from that position that he helped create in the Infectious Diseases Research Laboratory at the City of Hope National Medical Center where he worked from 1983 to 2009; that he was a resident of Claremont since 2002 with his beloved wife, Sharyn Webb; that Dr. Lyons was the proud father of 4 sons and was actively involved in all levels of youth, sports, and organized activities in which his sons participated; that he was a founding president of the San Dimas High School Academic Boosters Club and was a community member on a number of school advisory boards, including the WASC Accreditation Committee; that more recently he served on the boards of the Pomona Valley Chapter of the National Alliance on Mental Illness, the Inland Valley Chapter of Death Penalty Focus, and on the Los Angeles County Continuum of Care for homelessness.

Board Member Vera shared that he met Dr. Lyons through NAMI and got to know him quite well; that Dr. Lyons had encouraged him to apply to be on this Board; that he was shocked to learn about his passing; that Dr. Lyons was just a treasure; and that Board Member Vera just enjoyed their many conversations about how to deal with homelessness, mental illnesses, and other matters; and expressed his extreme condolences to Dr. Lyons' family and how much he appreciated Dr. Lyons' friendship.

Board Member Lantz stated that she also was very sad to learn of Dr Lyons passing; that she served with him on the Tri-City Mental Health Governing Board for many years, and more recently he was the San Gabriel Valley Consortium representative on the LA Continuum of Care for homelessness and that she was an at-large representative on that same group; that they both had many very long discussions about LAHSA and several programs that were supposed to be providing care, noting that she and Dr. Lyons were very vocal advocates for San Gabriel Valley there; and that she will miss their great conversations and collaboration on the subject of homelessness in the San Gabriel Valley.

Executive Director Hundal stated that she was very sad and shocked to hear about the passing of Dr Lyons; that she met him at a NAMI meeting in 2008 when he was still working at City of Hope, noting that she was very impressed with his passion for individuals with a mental illness and for those suffering from homelessness; that he was always caring for, and the voice of, individuals that were unheard and unrepresented. She then shared that Dr. Lyons was part of Tri-City's first stakeholder process; and that based on his recommendation, Tri-City was the first agency in the State of California to implement Mental Health Aid with one-day trainings, noting that the National Council was impressed with Tri-City trainings, which was possible because of his vision for mental health; that Dr. Lyons also talked about building capacity in the community, noting that he was always an advocate for the community and very supportive of Tri-City staff. She then expressed her condolences to his wife Sharyn and family; stated that Tri-City was available for her; and thanked her for attending the meeting today.

Chief Financial Officer Acosta expressed her condolences to the family of Dr. Lyons; and also expressed her appreciation for his many years of service, noting that he was very dedicated to the community, to Tri-City's mission, and to the mission of mental health; and thanked Dr. Lyons' family for attending this meeting.

Commissioner Watson shared that when she joined the Mental Health Commission, she remembers Dr. Lyons and his passion for wanting to make the world a better place, which definitely inspired her. She then expressed her condolences.

Governing Board Chair Leano thanked Dr. Lyons' wife Sharyn, for being here tonight to allow Tri-City to express how much Dr. Lyons meant to this agency and to share it with her.

Since there was no quorum of the Mental Health Commission; the Governing Board Consent Calendar was taken out of order.

At 5:14 p.m. Board Member Elizabeth Ontiveros-Cole joined the meeting.

CONSENT CALENDAR – GOVERNING BOARD

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

There being no comment, Vice-Chair Nolte moved, and Board Member Lau seconded, to approve the Consent Calendar. The motion was carried by the following vote, with Board Members Lantz and Vera abstaining from approval of Agenda Item No. 4 - the Minutes of the Governing Board Regular Meeting of November 16, 2022: AYES: Board Members Lantz, Lau, Ontiveros-Cole, and Vera; Vice-Chair Nolte; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: Board Member Cockrell.

3. CONSIDERATION OF RESOLUTION NO. 684 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. 684 finding and declaring that it unsafe to meet in person during the proclaimed state of emergency as a result of the continued threat of COVID-19, and authorizes the Executive Director, or her designee, to continue utilizing teleconferencing accessibility to conduct the Authority’s public meetings pursuant to Government Code § 54953.”

4. APPROVAL OF MINUTES FROM THE NOVEMBER 16, 2022 GOVERNING BOARD REGULAR MEETING

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

5. CONSIDERATION OF RESOLUTION NO. 685 OF THE GOVERNING BOARD OF TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING ITS 2023 MEETING SCHEDULE

Recommendation: “A motion to adopt Resolution No. 685, establishing the Governing Board and of the Mental Health Commission 2023 Meeting Schedule.”

6. APPROVAL TO RE-APPOINT ANNE HENDERSON AS MEMBER TO THE TRI-CITY MENTAL HEALTH COMMISSION

Recommendation: “Staff recommends that the Governing Board consider the reappointment of Anne Henderson as member to the Mental Health Commission for a three-year term expiring on December 2025.”

7. CONSIDERATION OF RESOLUTION NO. 686 RATIFYING AND APPROVING AN ENGAGEMENT AGREEMENT WITH LIEBERT CASSIDY WHITMORE FOR LITIGATION IN AN AMOUNT NOT TO EXCEED \$75,000

Recommendation: “A motion to adopt Resolution No. 686 ratifying all expenses incurred and paid to date, and establishing a maximum budget in an amount not to exceed \$75,000 for the Engagement.”

NEW BUSINESS – GOVERNING BOARD

8. CONSIDERATION OF RESOLUTION NO. 687 ADOPTING CLASSIFICATION AND SALARY SCHEDULE TO COMPLY WITH THE NEW STATE MINIMUM WAGE REQUIREMENTS EFFECTIVE JANUARY 1, 2023

Human Resources Manager Torregano reported that this is the last phase of the Governor’s seven year plan to raise the Minimum Wage Rate in California; that it is effective on January 1, 2023; that it brings the Minimum Wage Rate to \$15.50 per hour, which also increases the annual exempt rate for employees; and that this year that change will impact approximately ten Tri-City employees; and that this increase will result in a budget change of approximately \$31,000.

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 Lau seconded, to adopt Resolution No. 687 establishing a revised Classification and Salary Schedule for Tri-City Mental Health Authority effective January 1, 2023 to comply with the new State Minimum Wage requirements. The motion was carried by the following vote: AYES: Board Members Lantz, Lau, Ontiveros-Cole, and Vera; Vice-Chair Nolte; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: Board Member Cockrell.

9. CONSIDERATION OF RESOLUTION NO. 688 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH THE CITY OF POMONA FOR THE AUTHORITY'S USE OF THE CITY'S 'HOPE FOR HOME' YEAR-ROUND EMERGENCY SHELTER FACILITY

Chief Clinical Officer Renteria reported that this is the Second Amendment to the contract with City of Pomona for the Hope For Home Emergency Shelter, and pointed out the rate will remain the same for the 31 beds reserved for Tri-City; and that staff recommends to continue to offer this service to Tri-City clients by providing them with crisis shelter as needed. She also said that staff reviewed data to make sure that we are still at the right capacity number, which it is the right number and the right amount to continue to serve Tri-City clients for emergency crisis shelter.

Board Member Lantz inquired about the utilization of those beds since the Hope For Home had been quarantined, but we continue to pay for periods of time when we cannot use the beds; and inquired how often this occurs. Chief Clinical Officer Renteria replied that staff spent some time over the summer working on the data, confirming that it looked a little different with the quarantine; however, after staff looked at several years of use, it was determined that that this seems to be the right amount of beds and data showed that we use these beds to capacity most years, even during the quarantine time. Therefore, it would not be a misuse of our resources to continue to pay at this rate; that Tri-City has a more effective daily census system to make sure that we are fully utilizing the capacity at the shelter; and that if there ever is a need to decrease or increase, staff will be able to determine this right away.

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

There being no further discussion, Board Member Lantz moved, and Vice-Chair Nolte seconded, to adopt Resolution No. 688 authorizing the Second Amendment to the Agreement with the City of Pomona to reserve and pay the sum of \$396,025 for the Authority's exclusive use of 31 shelter beds in the City's Year-Round Emergency Shelter, and authorizing the Executive Director to execute it effective July 1, 2022. The motion was carried by the following vote: AYES: Board Members Lantz, Lau, Ontiveros-Cole, and Vera; Vice-Chair Nolte; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: Board Member Cockrell.

10. CONSIDERATION OF RESOLUTION NO. 689 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE SECOND AMENDMENT TO THE DISPOSITION AND DEVELOPMENT (DDA) AGREEMENT WITH RESTORE NEIGHBORHOODS, LA, INC. (RNLA) FOR THE CLAREMONT GARDENS SENIOR HOUSING PROJECT AT 956 W BASELINE ROAD IN CLAREMONT, CALIFORNIA

Executive Director Hundal reported that at the request of Developer RNLA, staff was asking for an extension to close escrow on the project, explaining that unfortunately RNLA had delays in

obtaining final prevailing wages rates for small contractors and subcontractors, finalizing multiple performance bonds for the project, and obtaining the final documents for the funding from the County of Los Angeles. She pointed out that all of the processes necessary to finalize the project are well under way and it is expected to close escrow in late December or mid-January; however, staff is asking for an extension until March 31, 2023 to avoid any time constraints.

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

There being no further comment, Vice Chair Nolte moved, and Board Member Vera seconded, to adopt Resolution No. 689 authorizing the Executive Director to execute the Second Amendment to the DDA with RNLA to extend the escrow closing deadline to March 31, 2023 for the Claremont Garden senior housing project, at 956 W. Baseline Road in Claremont, California. The motion was carried by the following vote: AYES: Board Members Lantz, Lau, Ontiveros-Cole, and Vera; Vice-Chair Nolte; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: Board Member Cockrell.

11. CONSIDERATION OF RESOLUTION NO. 690 AUTHORIZING THE EXECUTIVE DIRECTOR TO ACCEPT ON BEHALF OF TCMHA AN AWARD IN THE AMOUNT OF \$3,604,556 UNDER THE NO PLACE LIKE HOME (NPLH) PROGRAM COMPETITIVE ALLOCATION ROUND 4 APPLICATION

Housing Manager Monzon, stated that Tri-City had partnered with Developer Cesar Chavez Foundation (CCF) and completed the No Place Like Home Grant Application, Round 4, early this year, which was approved in August. She explained that when the Application was submitted, there was a request for funds in an amount not exceed \$2,455,488; however, CCF did not include the request for capital improvements; and that this Resolution is updated to reflect the correct amounts.

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

There being no further comment, Board Member Lantz moved, and Board Member Vera seconded, to adopt Resolution No. 690 authorizing the Executive Director to accept on behalf of Tri-City Mental Health Authority an award in the amount of \$3,604,556 under the NPLH Competitive Allocation Round 4 Application which includes \$2,437,123 for capital improvements and \$1,167,433 for Capital Operative Subsidy Reserve funds (COSR), for 8 units of permanent supportive housing in the West End Village Housing Project. The motion was carried by the following vote: AYES: Board Members Lantz, Lau, Ontiveros-Cole, and Vera; Vice-Chair Nolte; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: Board Member Cockrell.

12. CONSIDERATION OF RESOLUTION NO. 691 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH GETACCEPT, INC. FOR ELECTRONIC SIGNATURE SERVICES FOR ONE YEAR IN THE AMOUNT OF \$19,990.37, WITH AN OPTION TO RENEW FOR TWO SUCCESSIVE ONE-YEAR TERMS

Chief Compliance Officer Majors-Stewart stated that staff was recommending that Tri-City enter into an agreement with GetAccept, a company that offers web based digital signature services, which is a very important and critical need for Tri-City right now since in the last two years the need for, and request for services to be provided via telehealth has significantly increased, noting

that working with GetAccept will allow Tri-City to more efficiently and securely obtain appropriate signatures on required client documentation in a remote manner.

Board Member Vera inquired how this service will work for those clients who may not have the capacity to sign, and if a guardian will be able to sign. Chief Compliance Officer Majors-Stewart replied in the affirmative, pointing out that it is part of Tri-City's legal representative and consenting process; and that if there is a legal representative other than the client, those documents will go to that person.

Board Member Lantz inquired if this was a competitive process because she did not see in the agenda report any reference to having sent out a Request for Proposals or a Request for Bids or anything similar. Chief Compliance Officer Majors-Stewart indicated that staff did not conduct a competitive process because the contract is under \$25k; however, staff reviewed several companies, including DocuSign, Adobe Sign, EFax, and that GetAccept was selected because they have the functionality, HIPAA security, and cost that is best suited to Tri-City's needs at this time.

Board Member Lau inquired if Tri-City has a policy that dictates the thresholds required for Board approval, or non-Board approval. Counsel Pieper replied in the affirmative, noting that the Board adopted a Purchasing Policy that governs these issues.

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

There being no further discussion, Vice-Chair Nolte moved, and Board Member Lau seconded, to adopt Resolution No. 691 approving an Agreement with GetAccept, Inc. for Electronic Signature Services in the amount of \$19,990.37 commencing on December 21, 2022, and terminating on December 20, 2023; with an option to renew for two successive one-year terms; and authorizing the Executive Director to execute the Agreement. The motion was carried by the following vote: AYES: Board Members Lantz, Lau, Ontiveros-Cole, and Vera; Vice-Chair Nolte; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: Board Member Cockrell.

MONTHLY STAFF REPORTS

13. RIMMI HUNDAL, EXECUTIVE DIRECTOR REPORT

Executive Director Hundal reported that staff is starting a new internal newsletter at Tri-City, noting that the first one will be published in January; that the goal is to help staff stay regularly informed about Tri-City's activities, and to engage and connect them to their colleagues and other departments tied to the organization's mission and values. She explained that working from home certain days a week does not allow that connection to take place; and that the first issue will highlight departments and teams about what they are doing, what they have accomplished in the last year, and what is coming up in the coming year. She also reported that Tri-City had its annual employee appreciation and recognition event, which took place virtually; described the activities that took place; and that 26 nominations for employee of the year were received; that the winner was Brittany Nguyễn, Community Capacity Organizer. She then stated that staff had its first leadership training call DiSC, a personal assessment to help improve communication, teamwork, and productivity in the workplace, noting that leadership learned ways to communicate with each other and to understand each other; and that it helped improve their communication. Lastly, that there were 8 new hires, and one separation last month.

14. DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT

Chief Financial Officer Acosta stated that at this time we are just at the end of the calendar year, and finance department's attention is currently being turned over to preparing the annual budget and the MHSA budget.

At 5:45 p.m. Board Member Carolyn Cockrell joined the meeting.

Board Member Vera inquired for the actual amount that is subject to reversion, if Tri-City does not utilize it properly. Chief Financial Officer Acosta replied that she does not have that actual number ready because it is still in the works.

Executive Director Hundal stated that there is no money currently at risk of reversion, and reported that Dana Barford and her team is putting a plan together to utilize the money that we have for next year, so that there will be no risk of reversion next year either.

Board Member Lantz inquired about the remodeling of the MHSA building, noting that the staff report indicated that plans have been approved, but it was on hold pending the updated electrical plan. Chief Financial Officer Acosta indicated that on the remodeling part, the electrical was the hold up; however, since the electrical project is now complete, staff is now working with the interior designer who has issued a Request for Proposals, and in two months staff will present the selected contractor to award the contract.

15. LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT

Chief Clinical Officer Renteria reported two small victories and progress in the way which are strengthening Tri-City's clinical programs: 1) the first team member became certified as a Peer Support Specialist through the State of California so that Tri-City can bill Medicaid, noting that hopefully in the next couple of months most of their team will be certified as Peer Support Specialists; and 2) that one clinical staff member became certified in the Child Parent Psychotherapy, a therapeutic modality for specifically for the 0-5 population, noting it is an area that we continue to grow because early intervention with the youngest families is often the most impactful; and explained the certification process. She also stated that Tri-City's Therapeutic Community Garden provided a workshop at a Cal Poly Pomona Veteran's Resource Center, a continued effort to reach to the 20 - 25 and under population; and that staff continue to make progress on the timelines to complete intake assessments as Tri-City is more staffed.

16. SEEYAM TEIMOORI, MEDICAL DIRECTOR REPORT

Medical Director Teimoori explained that his report was in support of two agendas that he was planning to bring to the Board, but unfortunately, we did not get the M.O.U. approved on time by the Pomona Valley Hospital. He pointed out staff's efforts to increase and expand Tri-City's collaboration with family medicine program in terms of their education, and also in terms of them providing with their faculties primary care services in an ongoing basis by Tri-City providing offices in Tri-City's building.

17. DANA BARFORD, DIRECTOR OF MHSA AND ETHNIC SERVICES REPORT

Director of MHSA & Ethnic Services Barford reported that Access To Services, and the School Based Services program, are currently funded under 1991 Realignment funds; that an

Amendment to the MHSA Annual Update is currently posted for a 30-day comment period to have both programs transferred to MHSA, noting that the Access To Care program would be transferred to the Community Services and Supports (CSS) Plan, at an annual cost of approximately \$755,000; and the School Based Services program transferred to Prevention and Early Intervention, in an approximate amount of \$817,000 annually; that after the 30-day comment period, the Amendment will be presented to the Mental Health Commission and the Governing Board next month for their consideration and approval. She then talked about two events that took place at the Wellness Center: 1) the Thanksgiving where turkey and food baskets are given to families; and 2) the family movie night and the Christmas Tree lighting event, noting that it was limited due to COVID restrictions.

18. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT

Chief Compliance Officer Majors-Stewart provided a year review update on the agency's progress with the California Department of Health Care Services Cal AIM requirements, noting that the Board will be hearing about this for the next several years as Tri-City continues to implement the requirements. She pointed out that this is California's initiative to modernize the State's Medicaid program; thus, there is quite a bit of policy program design regulation changes that will be taking place. She then expressed happiness to report that staff had made great progress with a major Cal Aim milestone for this year that has a great impact on Tri City, including modifications to the criteria for accessing services based on the qualifications; that there are some other initiatives related primarily to standardizing screening tools across the State of California for both mental health plans and managed care plans, and payment reform, noting that staff is following the developments for some of next year's challenges specifically related to payment reform; however, staff will continue with our internal planning to ensure continued compliance of requirements.

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

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

MENTAL HEALTH COMMISSION

1. APPROVAL OF MINUTES – MENTAL HEALTH COMMISSION REGULAR MEETING OF NOVEMBER 8, 2022

Commissioner Watson moved, and Commissioner Reyes seconded, to approve the Mental Health Commission Minutes of its Regular Meeting of November 8, 2022.

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

There being no comment, the motion was carried by the following vote: AYES: Board Member Liaison Cockrell; Commissioners Cernal, Reyes, Stephens, and Watson; and Vice-Chair Ryback. NOES: None. ABSTAIN: None. ABSENT: Commissioners Chavez, Perry, and Villanueva; and Chair Henderson.

2. REPORT ON THE 2022 DATA NOTEBOOK FOR THE CBHPC FOCUS ON THE ‘IMPACT OF THE COVID-19 PUBLIC HEALTH EMERGENCY ON: (1) THE BEHAVIORAL HEALTH OF VULNERABLE POPULATIONS IN CALIFORNIA, AND (2) THE ABILITY OF COUNTY BEHAVIORAL HEALTH DEPARTMENTS TO PROVIDE MENTAL HEALTH AND SUBSTANCE USE DISORDER (SUD) TREATMENT SERVICES IN 2020 AND 2021.’

Tri-City Mental Health Commission, with staff assistance, answered the Data Notebook questions pursuant to (W.I.C. 5604.2) to report each year to the California Behavioral Health Planning Council (CBHPC); and to the Tri-City Mental Health Authority Governing Board.

Director of MHSA and Ethnic Services Barford announced that the Mental Health Commission AD Hoc Committee will present the Data Notebook; explained that again this year Tri-City had the opportunity to participate in this project hosted by the California Behavioral Health Planning Council, which takes all of this information from all the different counties and combine it together into one report that is presented to the California legislation. She then stated that Keri Zehm, Program and Outcomes Analyst Supervisor, met with staff and put together the outcomes.

Commissioner Reyes provided an overview of the Data Notebook 2022 for the California Behavioral Health Boards and Commissions, explaining that the Data Notebook helps the local boards and commissions meet their mandates under the Welfare and Institution Codes to report to the Planning Council each year about performance outcomes and their local behavioral health services; that this is an annual report completed by an Ad Hoc Committee of Tri-City Mental Health Commission, and presented to the Tri-City Governing Board, and submitted to the California Behavioral Health Planning Council (CBHPC). She then spoke about the importance of the Data Notebook because each year it focusses on a specific area of interest, with a variety of questions to be answered; and that the completed Data Notebook is provided to the CBHPC, who then compile the responses from the local mental/behavioral health boards/commissions into an overview report; and the report can be seen at: [Final Draft CBHPC 2020 Data Notebook Overview Report \(calbhbc.org\)](#). She indicated that the information obtained is used by the CBHPC to fulfill its mandate to inform the California Legislature about the status of mental health services in California; and that the Data Notebook AD Hoc Committee were Mental Health Commissioners Wray Ryback, Joan Reyes, Clarence Cernal, Tony Lynn Watson, and Al Villanueva, and the Tri-City staff were Kari Zehm and Dana Barford.

Commissioner Watson explained the process to prepare the Data Notebook which included forming the AdHoc Committee; discussed the questions; finalized the draft of the responses and completed the survey online prior to October 2022; and that the final step is presenting it to the Governing Board. She then stated that the topic selected for this year by the Planning Council is a focus on the impact of the COVID-19 public health emergency on the behavioral health of vulnerable populations in the California, foster youth, homeless individuals, and those with serious mental illness, and the ability of the County Behavioral Health Departments to provide mental health and substance use disorder treatment services in 2020 and 2021. She then discussed the points of stress on our county system for children and youth behavioral health services during the pandemic, which were an increased numbers of youth receiving services who reported significant levels of anxiety and major depression, with or without severe impairment; that based on the diagnosis data for the anxiety and depressive disorders, there was a slight increase in both anxiety and depression during the pandemic; and that ER data from Pomona Valley Hospital revealed that there a decrease in ER visits, possibly due to people's fears of going to the hospital rather than the need for ER services; that they learned that children in youth adapting to the changes

and increase in the need for various services was challenging; and trying to meet the needs of children and families with limited staff was also difficult. She pointed out that the top three concerns for our county, for children and youth services was 1) increased number of youth presenting for services who reported thoughts of suicide or other thoughts of self-harm; 2) increased need for youth crisis intervention by behavioral health crisis teams and or use of psychiatric emergency setting or crisis stabilization unit; and 3) an increased number of youth receiving services who reported significant levels of anxiety, with or without severe impairment.

MHC Vice-Chair Ryback reported that there were a number of different questions that the Planning Council provided, noting that they also provided some options to choose from, such as identifying the points of stress in our system for adult behavioral health services; that based on the diagnosis data, at Tri-City there were no differences in anxiety and depression during the pandemic; however, interestingly the Pomona Valley Hospital had a decrease in ER visits both for self-harm diagnoses as well as those seeking treatment for alcohol or drug use disorders, which points out again some of the fear factor about going to the hospital during the pandemic; and that it illuminates the need for outpatient treatment, which is what Tri-City provides; thus, if people cannot get the services in the ER, Tri-City is ready and available for people to reach out. She also stated that they answered which were the 3 top stressors for behavioral health needs of all the adults, which were increased numbers of adults receiving services who reported significant levels of major depression and anxiety, with or without severe impairment, and an increased numbers of those who are presenting for services involving thoughts of suicide or self harm. She stated that survey also asked if there were any comments or concerns that they wanted to share, noting that they indicated that Tri-City Mental Health was very adaptive to the needs of our community; however, staffing and reduced services from other agencies had an impact on providing services were challenging. She said another question was about what factors impacted Tri-City's ability to provide crisis intervention services, and it was noted that sometimes there was a lack of ambulance resources and it was difficult to transport people on a timely manner; however, during the pandemic Tri-City continued to provide crisis services both in the community and on-site. She then said that there were questions regarding staffing challenges and commented that every mental health organization has experienced it, noting that Tri-City has been using the following methods to meet staffing needs: utilizing telework practices; allowing flexibility in the work hours; hiring new staff and then providing various financial incentives such as hazard pay, teleworking reimbursement, etc. She reported that the survey also asked if the county (Tri-City) experienced any negative impact on staffing as a result of the pandemic, which we have been hearing for some time about some of the staff quitting or retiring, being out on quarantine, having issues with childcare, or with the children being at home, or not wanting to get the Covid-19 vaccine. She then discussed the challenges that presented significant barriers such as staffing challenges, family member illnesses due to Covid-19 and inability to interact, and language barriers; and if the pandemic had adversely impacted our ability to reach and serve our clients, noting that Tri-City has done such an amazing job in really being there for the community all through the pandemic by making sure to outreach and communicate to the community that Tri-City was open and available to help them which allowed to serve the unserved population. Lastly, she discussed the next steps, and indicated that she had submitted the Data Notebook online, and expressed happiness and being proud of the Commission Members for the work that they have done and for being very engaged in this process; that the AdHoc Committee had shared the results with the executive team and discussions and recommendations are pending.

Board Member Vera complemented the slide presentation because of the graphics that it contained and for being presented very concise, but full of information.

Commissioner Reyes pointed out that Dana Barford had put it together. Director of MHSA and Ethnic Services Barford thanked Karie Zhem for all of the data collection.

MHC Vice-Chair Ryback, on behalf of the Commission thanked the Governing Board for allowing them present this information; all of the Commissioners that participated; and Keri Zehm and Dana Barford for putting this presentation together.

GOVERNING BOARD / MENTAL HEALTH COMMISSION COMMENTS

Board Member Lau wished everyone happy holidays and encouraged everyone to take a break for their own mental health, by giving themselves and others a little bit of grace.

Chair Leano thanked all staff for their outstanding work this year.

PUBLIC COMMENT

There was no public comment.

ADJOURNMENT OF THE MENTAL HEALTH COMMISSION

At 6:25 p.m., on consensus of the Mental Health Commission its Regular Joint Meeting with the Governing Board of December 21, 2022 was adjourned. The next Regular Meeting of the Mental Health Commission will be held on Tuesday, January 10, 2023 at 3:30 p.m. via teleconference due to the COVID-19 pandemic, pursuant to Government Code § 54953.

CLOSED SESSION

The Governing Board recessed to a Closed Session pursuant to: Conference With Legal Counsel, Existing Litigation (Gov't Code § 54956.9); Case Name or Reference: Patricia Kears v. Tri City Mental Health Authority, Warkitha Torregano, et al.; Case Number: 21PSCV00953; Venue: Los Angeles Superior Court.

RECONVENE TO OPEN SESSION

At 7:00 p.m., the Governing Board reconvened to an Open Session.

CLOSED SESSION REPORT

There was no reportable action.

ADJOURNMENT

At 7:01 p.m., on consensus of the Governing Board, its Joint Meeting of December 21, 2022 with the Mental Health Commission was adjourned. The next Regular Meeting of the Governing Board will be held on Wednesday, January 18, 2023 at 5:00 p.m., via teleconference due to the COVID-19 pandemic, pursuant to Government Code § 54953.



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

DATE: January 18, 2023

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Seeyam Teimoori, MD., Medical Director

SUBJECT: Consideration of Resolution No. 693 Authorizing the Executive Director to Execute an Affiliation Agreement with Pomona Valley Hospital Medical Center (“PVHMC”) to Provide Advanced Training in Mental Health Treatment and Substance Use to its Family Medicine Residents

Summary:

Staff seeks Governing Board approval of the Memorandum of Understanding between Pomona Valley Hospital Medical Center-Family Medicine Residency Program (“PVHMC”) and Tri-City Mental Health Authority (TCMHA) regarding advanced training in mental health treatment and substance use disorders and opportunities to provide Integrated primary care services for PVHMC Family Medicine Residents.

Background:

In TCMHA, we strongly desire to take part in the development of the future health care professionals by providing training opportunities. Primary care physicians are the backbone of our health care system and take a vital part in treating patients with mental illnesses.

PVHMC has an established professional program for the education of medical residents which is accredited by the Accreditation Council for Graduate Medical Education (ACGME). TCMHA and PVHMC are planning to continue their collaboration in training Family Medicine residents and PVHMC desires to have its resident(s) obtain clinical experiences at TCMHA and receive advanced training in mental health treatment and substance use disorders and opportunities to provide Integrated primary care services. This includes workshops presented by TCMHA employees to PVHMC about mental health/SUD or well-being, participatory learning experiences with all services by TCMHA including the outpatient outreach team, psychiatry, and the co-occurring diagnosis support team and the associated support groups, and participation in the substance use disorder treatment street medicine clinic.

Fiscal Impact:

None.

**Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 693 Authorizing the Executive Director to Execute an
Affiliation Agreement with Pomona Valley Hospital Medical Center-Family Medicine
Residency Program (“PVHMC”) to Provide Advanced Training in Mental Health Treatment
and Substance Use to its Family Medicine Residents January 18, 2023
Page 2**

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 693 approving the Affiliation Agreement between Tri-City Mental Health Authority (TCMHA) and Pomona Valley Hospital Medical Center-Family Medicine Residency Program (“PVHMC”), and authorize the Executive Director to execute the Agreement.

Attachments:

Attachment 3-A: Resolution No. 693 - Draft

Attachment 3-B: Affiliation Agreement - Draft

RESOLUTION NO. 693

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING AN AFFILIATION AGREEMENT WITH THE POMONA VALLEY HOSPITAL MEDICAL CENTER TO PROVIDE ADVANCED TRAINING IN MENTAL HEALTH TREATMENT AND SUBSTANCE USE TO ITS FAMILY MEDICINE RESIDENTS, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY AMENDMENTS THEREAFTER

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 Affiliation Agreement with the Pomona Valley Hospital Medical Center (PVMHC) to provide exposure to mental health and psychiatric care in various settings to its family medicine residents at TCMHA locations or at any place or location; at any time as deemed necessary and appropriate; and in such numbers as agreed, so long as the training is provided within the manner outlined in the Affiliation Agreement.

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

C. The Authority affirms that family medicine residents are fulfilling specific requirements during their Graduate Medical Education, and are not employees, agents, joint venture or partners of TCMHA; and that Residents shall neither solicit remuneration nor accept any fees or commissions from any third party in connection with the residency provided TCMHA under the Agreement without the expressed written permission of TCMHA.

2. Action

The Governing Board approves the Affiliation Agreement with the Pomona Valley Hospital Medical Center for its family medicine residents, effective January 18, 2023 through January 17, 2024; and authorizes the Authority’s 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 January 18, 2023, 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: _____



AFFILIATION AGREEMENT
BETWEEN THE
TRI-CITY MENTAL HEALTH AUTHORITY
AND
POMONA VALLEY HOSPITAL MEDICAL CENTER
DATED
JANUARY 18, 2023

ATTACHMENT 3-B

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AGREEMENT

1. PARTIES AND DATE

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into on the 18th day of January, 2023 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 (“TCMHA” or “Participating Institution”), and POMONA VALLEY HOSPITAL MEDICAL CENTER, with its principal place of business at 1798 N. Garey Avenue, Pomona, CA 91767 (“PVHMC” or “Sponsoring Institution”). TCMHA and PVHMC are sometimes individually referred to as a “Party” and collectively as “Parties.”

2. CONTRACTOR

The express intention of the Parties is that PVHMC 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 PVHMC and TCMHA or any employee, agent or resident of PVHMC. At all times PVHMC shall be an independent contractor and PVHMC 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 its agents shall have control over the conduct of PVHMC or any of PVHMC’s Residents, except as set forth in this Agreement. In executing this Agreement, PVHMC 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

TCMHA will provide PVHMC Family Medicine Residents with exposure to mental health and psychiatric care in various settings in accordance with the goals and objectives of the Residency Program (“Program”), incorporated herein as ‘Exhibit A’.

4. PERFORMANCE OF SERVICES

A. TCMHA (Participating Institution) Responsibilities

a. TCMHA will provide Residents with appropriate access to facility, the equipment, office space required, and opportunities to shadow mental health providers within the organization as it pertains to patient care. This may include didactic sessions, mental health outreach, outreach for unhoused individuals, and traditional psychiatry visits.

b. TCMHA will provide coordination and evaluation of the resident at the end of each rotation and submitting it to Program Director of the Sponsoring Institution Residency Program. Other supervising mental health provider, if any, should be consulted regarding the evaluation. The evaluation of Residents’ performance should be based upon the written educational goals and objectives to be attained for the period of assignments set forth in ‘Exhibit A’.

B. PVHMC (Sponsoring Institution) and Resident Responsibilities

- a. Residents will participate in TCMHA outreach efforts via their mobile outreach unit.
- b. Residents will be engaged and prepared in all learning efforts provided by TCMHA.
- c. PVHMC will communicate with TCMHA about changes to schedule.
- d. PVHMC Residency Program Director, will retain ultimate responsibility for Residents' education during these rotations, in accordance with ACGME Institutional and Common Program Requirements. Prior to the start of each academic year, with the Sponsoring Institution will provide a list of the Residents and Faculty Physicians who will be seeing patients at facility.
- e. PVHMC agrees to furnish to the resident a copy of any written TCMHA policies and procedures that the TCMHA provides to PVHMC.
- f. Upon request of TCMHA, Residents enrolled in the Residency Program and PVHMC personnel, who will have clinical responsibilities at the TCMHA, shall provide evidence of immunizations, including COVID-19 vaccine and boosters, prior to the commencement of their activities at TCMHA.
- g. All Residents shall be covered by professional liability insurance with a minimum amount of coverage of \$1 million per incident and \$3 million in the aggregate. PVHMC will provide to TCMHA evidence of such coverage upon request of TCMHA. TCMHA shall hold no responsibility with respect to providing such coverage. This provision shall survive termination of this Agreement. TCMHA shall not be responsible for any negligent or willful misconduct acts of the Residents.
- h. Residents participating in the Residency Program at PVHMC shall meet the academic and other qualifications which are consistent with the objectives and requirements of the Program. PVHMC shall run the following checks on resident in the program: County Criminal, Nationwide Healthcare Fraud and Abuse Scan, Nationwide Database, Nationwide Patriot Act, Social Security Alert and Residency History.
- i. TCMHA will not be responsible for arranging, providing or maintaining equipment, clothing, meals, housing, office space, parking, or transportation for PVHMC personnel, except that they may use the parking facilities at the TCMHA available to visitors.

5. COMPLIANCE

Each party shall comply with all federal, state and local laws, rules and regulations (including HIPAA) applicable to its performance hereunder. Residents providing services pursuant to this Agreement shall adhere to 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. Residents may also be required to participate in training related to TCMHA's HIPAA Privacy and Security policies and procedures.

6. TIME AND LOCATION OF WORK

Residents shall perform the training required by this Agreement at any place or location and at any time as TCMHA deems necessary and appropriate, so long as they met the goal and objectives as set forth in 'Exhibit A'.

7. TERMS

The initial term of this Agreement shall be one (1) year, commencing January 18, 2023 and terminating January 17, 2024; and shall automatically renew for four successive one-year terms; and shall be and remain in full force and effect until the Agreement is amended or terminated.

8. TERMINATION

Either party may terminate this Agreement at any time, without cause, upon thirty (30) calendar days' prior written notice to the other party. Such notice shall not impair the activities of the Residents then at TCMHA and participating in the Residency Program. In the event of a material breach of this Agreement by either Party, the other Party may terminate this Agreement immediately upon written notice. Both Parties agree to cooperate fully in any such transition.

9. RESEARCH

PVHMC and the TCMHA agree that neither the PVHMC nor the TCMHA, nor any Resident, PVHMC Personnel or TCMHA Personnel, will conduct any formal or informal survey, research or other study relating in any way to the patients treated under the Program at the TCMHA without first obtaining a written determination made by the PVHMC Personnel and the TCMHA Coordinator (or their designated representatives) that appropriate consent has been obtained from any patient who is the subject of or participates in such survey, research or other study.

10. NO FINANCIAL AGREEMENT

TCMHA shall not compensate or reimburse PVHMC, the Residents or any of the PVHMC's employees, or agents in connection with any PVHMC Personnel's participation in the Program. PVHMC shall pay and administer all compensation and fringe benefits due its PVHMC Personnel, if any, and shall make any required federal or state income tax withholdings and all payments due as an employer's contribution under workers' compensation laws, or other laws, if applicable.

11. LICENSES.

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

12. PROPRIETARY INFORMATION

PVHMC 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. PVHMC and its

Residents will not disclose any Proprietary Information to any person or entity, other than persons who have a need to know about such information, 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 PVHMC. PVHMC shall also be bound by all the requirements of HIPAA.

13. FAIR LABOR STANDARDS ACT AND DISPLACEMENT OF ORGANIZATION EMPLOYEES

It is not the intention of this Agreement for Residents to perform services that would displace or replace regular employees of TCMHA. It is understood by the Parties that all Residents are not employees of the other Party for any purpose and shall not be entitled compensation for services, employees' welfare and pension benefits, fringe benefits of employment, or worker's compensation insurance. PVHMC and TCMHA shall inform their Residents that no Resident is entitled to any employment by either party upon completion of their rotation.

14. CONFLICT OF INTEREST

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

15. GENERAL TERMS AND CONDITIONS

A. Indemnity. PVHMC 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 negligent performance of PVHMC under this Agreement. With regard to PVHMC's Residency Program, PVHMC 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 PVHMC under this Agreement. TCMHA agrees to indemnify, defend and hold harmless PVHMC, 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 TCMHA's negligent performance under this Agreement.

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

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

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

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

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

D. Changes to the Agreement. This Agreement shall not be assigned or transferred without advance written consent of 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. PVHMC agrees that any written change after the signing of this Agreement shall not affect the validity or scope of this Agreement and shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services.

E. Contractor Attestation. Also in accordance with 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 PVHMC certifies that no staff member, officer, director, partner, or principal, sub-contractor, or Resident 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. PVHMC 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.

G. Non-Use of Names. Except as required by applicable law, neither Party shall use the name of the other Party in any publicity without the prior written permission of the party whose name is to be used.

H. No Third Party Beneficiaries. There is no intent by either Party to create or establish third Party beneficiary status or rights in any other Party, and no third Party shall have the right to enforce any right or enjoy any benefit created or established under this Agreement.

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. PVHMC's Representative. PVHMC warrants that the individual(s) who has signed the Agreement has the legal power, right, and authority to make this Agreement and to act on behalf of PVHMC 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 Participating Institution: TRI-CITY MENTAL HEALTH AUTHORITY
Attn: Executive Director
1717 N. Indian Hill Boulevard, #B
Claremont, CA 91711-2788

If to Sponsoring Institution: POMONA VALLEY HOSPITAL MEDICAL CENTER
1798 North Garey Avenue
Pomona, CA 91767
Attn: Residency Program Director:
Maria Christina Tolentino, DO
Attn: GME Contact: Oghenemano Evero

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: Educational Goals and Objectives

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

18. 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 PVHMC 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 PVHMC 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.

[SIGNATURES FOLLOW ON PAGE 8]

19. EXECUTION

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

PARTICIPATING INSTITUTION

SPONSORING INSTITUTION

Tri-City Mental Health Authority

Pomona Valley Hospital Medical Center

By: _____
Rimmi Hundal, Executive Director

By: _____
Maria Christina Tolentino, D.O
Program Director

Attest:

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

By: _____
Scott Nichols, M.D
Designated Institutional Official

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

By: _____
Mike Nelson, Executive Vice President

By: _____
Darold D. Pieper, General Counsel

EXHIBIT A

EDUCATIONAL GOALS AND OBJECTIVES

1. Identify, manage, and coordinate care for patients experiencing emergent psychiatric health needs, domestic violence, child abuse, and disaster situations.
2. Valuing a multidisciplinary approach to the enhancement of individualized care, including providing compassionate, cultural humble and trauma informed care.
3. Properly use psychopharmacologic agents, taking into consideration the following:
 - a. Diagnostic indications and contraindications.
 - b. Dosage, length of use, monitoring of response, side effects, and compliance.
 - c. Drug interactions.
4. Resident should be able to demonstrate the ability to apply knowledge of mental health disorders as found in the DSM-5-TR.
5. Resident should be able to identify and manage both acute & chronic conditions.
6. Resident should be able to develop appropriate management plans that may include pharmacologic treatment, procedural interventions & cognitive behavioral therapy.
7. Duration of Resident Assignment: Longitudinal – up to Four (4) Weeks per rotation.

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

POMONA VALLEY HOSPITAL MEDICAL CENTER

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

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

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

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

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

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

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

Rimmi Hundal, 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: January 18, 2023

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Dana Barford, Director of MHSA and Ethnic Services

SUBJECT: Consideration of Resolution No. 694 Adopting the First Amendment to the Mental Health Services Act (MHSA) Annual Update for Fiscal Year 2022-23 as Recommended by TCMHA Mental Health Commission

Summary:

Tri-City Mental Health Authority is seeking the approval of the First Amendment to the Mental Health Services Act (MHSA) Annual Update for Fiscal Year 2022-23, to add two new programs to the MHSA programming including: 1) Access to Care (ATC) services to the Community Services and Supports Plan; and 2) the School Based Services (SBS) program to the Prevention and Early Intervention Plan.

Background:

Access to Care (ATC), is a clinical adjunct service that acts as a gateway to the intake process for Tri-City's outpatient clinics. Individuals interested in Tri-City services can access care either by calling, walk-in or via referral. This service is currently funded through 1991 Realignment Revenue and Medi-Cal reimbursement from the federal and state governments.

The second program, School Based Services (SBS), provides services to students directly on local school campuses, during school hours. Tri-City provides services to students attending schools whose districts are within its jurisdiction (Bonita Unified School District, Claremont Unified School District, Pomona Unified School District). The School Based Services program is currently funded 100% from Realignment funds.

By moving the Access to Care services and School Based Services program under MHSA, Tri-City will be able to maximize financial resources, specifically MHSA surplus funds which are subject to reversion, as well as conserving the most limited source of funding which is 1991 Realignment (General Fund). In addition, once approved, the School Based Services program will be included under the MHSA Prevention and Early Intervention Plan thereby increasing the number of individuals served ages 0-25 (minimum of 51%) which is a requirement per PEI regulations.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 694 Adopting the First Amendment to the Mental Health Services Act (MHSA) Annual Update for Fiscal Year 2022-23 as Recommended by TCMHA Mental Health Commission
January 18, 2023
Page 2

This plan amendment was posted for a 30-day public comment period beginning December 9, 2022, until January 10, 2023, on Tri-City's website as well as all social media sites including Facebook, Instagram, and Twitter. In addition, this amendment was distributed to numerous locations including city halls, libraries, and community centers. There were no written or verbal comments received during this comment period. On January 10, 2023, this amendment was presented to the Mental Health Commission where it was endorsed and recommended to the Governing Board of Tri-City Mental Health Authority for approval.

Fiscal Impact:

The addition of the ATC program will result in a total CSS expenditure increase of approximately \$755,000 annually. The addition of the SBS program will result in a total PEI expenditure increase of approximately \$817,000 annually. Once approved, this amendment will be retroactive to July 1, 2022.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 694 approving the First Amendment to the Authority's MHSA Annual Update for Fiscal Year 2022-23 as recommended by TCMHA Mental Health Commission.

Attachments:

Attachment 4-A: Resolution No. 694 – Draft

Attachment 4-B: First Amendment to MHSA Annual Update FY 2022-23 – Draft

RESOLUTION NO. 694

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING THE FIRST AMENDMENT TO ITS MENTAL HEALTH SERVICES ACT (MHSA) ANNUAL UPDATE FOR FY 2022-23

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”) on April 20, 2022, adopted Resolution No. 651 approving the Authority’s Mental Health Services Act (MHSA) Annual Update for Fiscal Year 2022-23.

B. The Governing Board wishes to amend the Authority’s MHSA Annual Update for FY 2022-23 to add two new programs to the MHSA programming: 1) Access to Care (ATC) services to the Community Services and Supports Plan, with an approximate cost of \$755,000 annually; and 2) the School Based Services (SBS) program to the Prevention and Early Intervention Plan, with an approximate cost of \$817,000 annually.

C. The First Amendment to the MHSA Annual Update was posted for a 30-day public comment period beginning December 9, 2022, until January 10, 2023. On January 10, 2023, the Tri-City Mental Health Commission approved and voted to recommend the Amendment to the TCMHA Governing Board for its approval and adoption.

2. Action

The Governing Board approves the Authority’s First Amendment to MHSA Annual Update for Fiscal Year 2022-23, effective retroactive to July 1, 2022; and authorizes the Executive Director, or designee, to prepare and submit any and all reports related thereto.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on January 18, 2023, 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



First Amendment to MHSA Annual Update FY 2022-23

Request Approval for Addition of Two New MHSA Programs

Subject:

Request approval for the addition of the Access to Care (ATC) services to the Community Services and Supports Plan and the addition of the School Based Services (SBS) program to the Prevention and Early Intervention Plan with funding provided under the Mental Health Services Act (MHSA).

Summary:

Tri-City Mental Health is seeking the approval for the addition of two new programs to the Mental Health Services Act (MHSA) Community Services Plan and the Prevention and Early Intervention Plan.

Access to Care (ATC), is a clinical adjunct service that acts as a gateway to the intake process for Tri-City's outpatient clinics. Individuals interested in Tri-City services can access care either by calling, walk-in or via referral. A mental health professional assesses the individual seeking services and recommends the most appropriate level of care and services. This service is currently funded through 1991 Realignment Revenue and Medi-Cal reimbursement from the federal and State governments.

The second program, School Based Services (SBS), provides services to students directly on local school campuses, during school hours. Tri-City provides services to students attending schools whose districts are within its jurisdiction (Bonita Unified School District, Claremont Unified School District, Pomona Unified School District). The School Based Services Program is currently funded 100% from Realignment Funds.

Tri-City would like to add both programs to MHSA programming thereby funding them 100% from funds received through the Mental Health Services Act.

Background:

1991 Realignment Revenue

Counties who are considered a Mental Health Plan, receive an annual allocation of health realignment funding to carry out certain health-related activities. Although not a Mental Health Plan (MHP), Tri-City is one of two entities that receive Realignment Revenues from the State of California. However, after evaluating and reassessing existing programs, processes, and procedures Tri-City has determined that it is prudent to move away from 1991 Realignment Revenue as the primary funding source for these programs to make these funds available for additional costs related to providing mental health services for clients, many of which include consumers eligible under the Medi-Cal programs or are indigent.

Mental Health Services Act (MHSA) Funds

The Mental Health Services Act (MHSA) was passed by voters in 2004 and is funded through the imposition of a 1% State income tax on personal income which exceed \$1 million. Tri-City relies on MHSA funds to provide an array of mental health services approved under its MHSA plans. However, State MHSA funds can fluctuate based on new events and economic pressures including the onset of COVID-19 in 2020.

ATTACHMENT 4-B



As part of its overall response to COVID-19, the IRS announced that the due date for both filing federal income tax returns and making federal income tax payments was extended from April 15, 2020 to July 15, 2020. This change in filing date impacted the MHSA allocations to counties significantly and created a surplus of funds in the subsequent year as counties were delayed in receiving these funds. Additionally, funding amount in the most recent fiscal year, were significantly higher than first anticipated yet still subject to the 3-year time frame for expending these funds under the MHSA.

By moving the Access to Care services and School Based Services program under MHSA, Tri-City will be able to maximize financial resources, specifically MHSA surplus funds, as well as conserving the most limited source of funding which is 1991 Realignment (General Fund). In addition, once approved, the School Based Program will be included under the MHSA Prevention and Early Intervention Plan thereby increasing the number of individuals served ages 0-25 (minimum of 51%) which is a requirement per PEI regulations.

Stakeholder Involvement:

In preparation for this amendment to the MHSA Annual Update FY 2022-23, the Director of MHSA conducted two virtual stakeholder meetings on December 6 and December 8, 2022. One meeting was held in the morning and the other in the evening to accommodate community members who may be working or attending school. The purpose of this meeting was to invite stakeholders to review and provide input regarding the addition of the Access to Care Program to the Community Services and Support Plan and the addition of the School Based Services Program to the Prevention and Early Intervention Plan. The presentation for this meeting included an orientation to the Mental Health Services Act (MHSA) and community planning process as well as an overview of all five MHSA plans.

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

Program Name	MHSA Plan Addition	Stakeholder Approval %
Access to Care Program	Community Services and Supports	83%
School Based Services Program	Prevention and Early Intervention	86%

This plan amendment was posted for a 30-day public comment period beginning December 9, 2022, until January 10, 2023, on Tri-City's website as well as all social media sites including Facebook, Instagram, and Twitter. In addition, this amendment was distributed to numerous locations including city halls, libraries, and community centers. All written and verbal comments received during this comment period will be reviewed by Tri-City staff and included in the final document.

This plan is scheduled for presentation to the Mental Health Commission on January 10, 2023, with a request for endorsement to the Tri-City Governing Board. The Governing Board is scheduled to review this amendment on January 18, 2023.

Fiscal Impact:

The addition of the ATC team will result in total CSS expenditures to increase by approximately \$755,000 annually. The addition of the SBS team will result in total PEI expenditures to increase by approximately \$817,000 annually. Once approved, this amendment will be retroactive to July 1, 2022.



Tri-City Mental Health Authority
AGENDA REPORT

DATE: January 18, 2023

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Kitha Torregano, Human Resources Manager

SUBJECT: Consideration of Resolution No. 695 Adopting a Revised Personnel Rules and Regulations Manual of Tri-City Mental Health Authority by adding June Nineteenth to the Authorized Holidays, effective January 18, 2023

Summary:

Effective January 18, 2023, Tri-City Mental Health Authority (TCMHA) will begin recognizing June 19th as an observed TCMHA paid holiday. In observance of said holiday, TCMHA employees will receive credit of eight hours of pay in observance of the holiday and all TCMHA services and facilities will be closed with the exception of normal on-call and after-hours services.

June 19th will be added to the list of Authorized Holidays as outlined in TCMHA's revised Personnel Rules and Regulations as listed in *Rule VI. Leave Benefits, Section 3: Holidays, Subsection A. Authorized Holidays.*

Background:

Juneteenth, deriving from combining "June" and Nineteenth" is the nationally celebrated commemoration of the emancipation of enslaved African Americans and the proclamation of their freedom in Texas. Its origins are from June 19, 1865 in Galveston, Texas, and have since been celebrated annually culturally, but was first recognized as a Federal holiday in 2021 when President Biden signed the Juneteenth National Independence Day Act in 2021. Since then, many local municipal and County agencies have adopted Juneteenth as an official paid holiday.

Today Juneteenth commemorates African American freedom and recognizes education and achievement. Across the country, Juneteenth is celebrated with picnics, parades, gatherings and various speaking events by all races, nationalities, genders and religions. Its escalating recognition is a symbol of growth, maturity, and respect and with this Agenda Item, it is TCMHAs intent to honor the importance of this day.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 695 Adopting a Revised Personnel Rules and Regulations Manual of Tri-City Mental Health Authority by adding June Nineteenth to the Authorized Holidays, effective January 18, 2023
January 18, 2023
Page 2

Fiscal Impact:

None. Currently, TCMHA budgets 2080 hours and 1040 hours respectively for full-time and part-time employees, respectively. Leave time is included in the budgeting of the aforementioned hours.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 695 authorizing adding June 19th as authorized holiday to the Authority's Personnel Rules and Regulations Manual effective, January 18, 2023.

Attachments

Attachment 5-A: Resolution No. 695 – Draft

Attachment 5-B: Personnel Rules and Regulations - Rev. 01182023 – Draft

Attachment 5-C: Personnel Rules and Regulations - Rev. 07172019 – Annotated

RESOLUTION NO. 695

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY REVISING AND APPROVING THE AUTHORITY'S PERSONNEL RULES AND REGULATIONS MANUAL EFFECTIVE JANUARY 18, 2023

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") on April 17, 2019, adopted Resolution No. 478 approving the Authority's revised Personnel Rules and Regulations Manual.

B. The Governing Board desires to add June 19th to the list of Authorized Holidays as outlined in the revised Personnel Rules and Regulations under *Rule VI. Leave Benefits, Section 3: Holidays, Subsection A. Authorized Holidays.*

C. Juneteenth, deriving from combining "June" and "Nineteenth", is the commemoration of the emancipation of enslaved African Americans and the proclamation of their freedom in June 19, 1865 in Galveston, Texas, and was recognized as a Federal holiday when President Joe Biden signed the Juneteenth National Independence Day Act in 2021.

2. Action

The Governing Board approves the revised Authority's Personnel Rules and Regulations Manual dated January 18, 2023, and become effective as of this date and supersedes all previous versions of Personnel Rules and Regulations, Policy and Guidelines.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on January 18, 2023 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:_____



PERSONNEL RULES AND REGULATIONS

Revised:

January 18, 2023

**Supersedes All Previous Versions
of Center**

Personnel Rules and Regulations, Policy and Guidelines

Administrative Office

1717 N. Indian Hill Boulevard, Suite B
Claremont, CA 91711-2788

Clinical Office

2008 N. Garey Avenue
and
1900 Royalty Drive
Pomona, CA 91767-2722

Wellness Center

1403 North Garey Avenue
Pomona, CA 91767

MHSA Office

2001 N. Garey Ave
Pomona, CA 91767-2722

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Personnel Rules and Regulations

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Tri-City Mental Health Center Personnel Rules and Regulations

RULE I. INTRODUCTORY STATEMENT

As a public behavioral health system of care, Tri-City Mental Health Center (the Center or Tri-City) recognizes that employees (human resources) are the Center's greatest assets. These rules and regulations are set forth to provide policies for the management of personnel operations for Tri-City. Tri-City reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in these rules and regulations or in any other document. All such revisions will be effective only upon approval by the Governing Board. The Human Resources Department is responsible for the implementation and the administrative interpretation of these rules and the maintenance of records related thereto. These rules are/may be supplemented by Clinical, Operational and Accounting Policies and Procedures.

These rules do not create any contract of employment, express or implied, or any rights in the nature of a contract.

Please read this booklet carefully and keep it for future reference.

These rules and regulations shall supersede any prior personnel rules and regulations and became effective upon approval by the Governing Board on July 17, 2019.

RULE II. GENERAL PROVISIONS

SECTION 1. OFFICERS AND EMPLOYEES TO WHICH RULES AND REGULATIONS ARE APPLICABLE

These rules and regulations shall apply to all full-time (40 hours per week) employees holding offices, positions, and employment in the competitive service of the Center except those employees or groups excluded below or where the rules and regulations specifically provide otherwise. Unless otherwise specified, excluded employees and groups are:

- A. Members of the Governing Board;
- B. Members of the Mental Health Commission and appointed committees;
- C. Persons engaged under contract to supply expert, professional or technical services for a definite period of time;
- D. Volunteer personnel including those who receive no regular compensation from the Center;
- E. Employees in the Executive Management Service. Positions presently included in this status are: Executive Director, Chief Financial Officer, Director of Clinical Program Services, Chief Operations Officer, Director of MHS and Ethnic Services, Chief Compliance Officer, and Medical Director;
- F. Psychiatrists;
- G. Part-Time Employees;
- H. Temporary Employees.

Individuals in the categories listed above are not included in the competitive service to which these rules and regulations apply, but rather serve in an at-will status at the pleasure of the appointing authority. Such individuals have no property right in continued employment, are prohibited from the attainment of regular employment status, have no entitlement to pre-disciplinary rights or procedures, and are specifically excluded from disciplinary administrative appeal procedures contained in these rules and regulations.

SECTION 2. DEFINITION OF TERMS

All words and terms used in these rules and regulations and in any resolution dealing with personnel policies and procedures shall be defined as they are normally and generally defined in the field of personnel administration. For the purpose of convenience, however, the following words and terms most commonly used are hereinafter defined:

“ADMINISTRATIVE LEAVE” means leave approved by the Executive Director for special situations for which ordinary leaves such as annual/vacation, sick/medical, holiday, jury duty, and bereavement do not apply. Included, but not limited to, is substituted time off granted to FLSA “exempt” employees for pre-approved hours worked beyond the normal workweek.

“ADVANCEMENT” means a salary increase within the limits of the pay range established for classes provided by resolution.

“ALLOCATION” means the assignment of a single position to its proper class in accordance with the duties exercised, and the educational and experience requirements; or, the assignment of a class to a salary range or rate.

“ANNIVERSARY DATE” means date of initial appointment of an employee. (Also See Salary Anniversary Date)

“APPOINTING AUTHORITY” means the Executive Director or other officer who has been delegated the power to fill positions in the competitive service or to administer discipline.

“APPOINTMENT” means the employment of a person in a position.

“AT-WILL” means employment at the pleasure of the appointing authority. Individuals employed in an at-will status do not serve a probationary period, have no property right in continued employment, have no entitlement to pre-disciplinary rights or procedures, and are excluded from termination administrative appeal procedures.

“BASE SALARY” means the salary range and rate established in a salary resolution by the Governing Board exclusive of any overtime, shift differential, incentive, or other type of premium pay an employee may receive.

“CALL BACK DUTY” occurs when an employee is unexpectedly ordered by his/her department to return to duty, following the completion of his/her normal work shift or work week, because of unanticipated work requirements.

“CLASS” means all positions sufficiently similar in duties, authority, responsibilities, and minimum qualifications grouped for the equitable application of common standards of selection and compensation.

“CLASSIFICATION PLAN” means the designation by resolution of the Governing Board of a title for each class together with the specifications for each class as prepared and maintained by the Personnel Officer.

“CLASS SPECIFICATIONS” means a written description of a class, setting forth the essential characteristics, functions, and requirements of the positions in the class.

“COMPENSATORY TIME OFF” means time taken off, with pay, from work in lieu of overtime pay.

“COMPETITIVE SERVICE” means all positions in the Center service except those specifically excluded by these rules. Those excluded positions (listed in Rule II, Section 1 “Officers and Employees to Which Rules and Regulations are Applicable”) serve in an at-will status at the pleasure of the appointing authority.

“CONTINUOUS SERVICE” means the employment without a break or interruption in the competitive service. A break or interruption in continuous service shall be construed as an absence of the employee from his/her employment initiated by either the Center or the employee for periods of time of more than six consecutive months in an unpaid status.

“DEMOTION” means the voluntary or involuntary reduction of an employee from a position in one class to a position in another class having a lower maximum base salary rate and less responsible duties and/or less job qualifications.

“DISCIPLINE” generally means an action taken against an employee such as a verbal or written reprimand, suspension from work without pay, demotion, reduction in pay or discharge to correct performance deficiencies.

“DISCRIMINATION” (See Definition under Rule II, Section 6, Page 12.)

“DISMISSAL” means the involuntary separation of an employee from the Center’s service.

“DOMESTIC PARTNER” includes those persons who are legally registered as domestic partners with the California Secretary of State and who meet the minimum requirements set forth in California Family Code section 297.

“ELIGIBLE” means a person who may be appointed to a vacant position in the competitive service as provided by these rules.

“ELIGIBILITY LIST” means a list of names of persons who have been examined/interviewed for a position in the competitive service and who have passed and are ranked on the list based on the score received.

“EXEMPT CLASSES” means those classes of positions that, by the nature of the job requirements, do not earn overtime. These classes include management and confidential classes that have been determined to be ineligible for overtime compensation as exempt classifications under the Fair Labor Standards Act (FLSA).

“FULL-TIME POSITION” means a position in the competitive service of the Center which requires at least 40 hours of work per week for employees employed after June 1, 1990.

“GRIEVANCE” (See Definition under Rule II, Section 8, Page19)

“HARASSMENT” (See Definition under Rule II, Section 6, Page 12)

“LAYOFF” means the separation of an employee from Center service for reasons of economy or reductions or elimination of Center services.

“MERIT SALARY INCREASE” means the increase of an employee’s salary within the salary range established for the class of position he/she occupies based on job performance in such position.

“OVERTIME” means written pre-approved time which an interim, probationary, or regular non-exempt employee is required to work in excess of the regular maximum number of hours prescribed for a full-time employee in that classification in a work period as described in these rules and regulations.

“PART-TIME POSITION” means a position having a work week of fewer hours than the work week established for full-time positions or a position compensated at a straight hourly rate and receiving only those benefits mandated by state or federal law. Part-time employees may not attain regular employment status and are at-will employee.

“POSITION” means a combination of duties and responsibilities assigned to a specific employment description, whether occupied or vacant, carrying certain duties by an individual on either a full-time or part-time basis.

“PROBATIONARY APPOINTMENT” means the probationary employment of an eligible candidate in a full-time position. A probationary appointment is for a specified working test period, during which job performance is evaluated as a basis for a subsequent regular appointment or dismissal without right of appeal. Part-time employees are not eligible for probationary appointments as they are prohibited from attaining regular employment status.

“PROBATIONARY EMPLOYEE” means a full-time employee who has a probationary appointment serving a probationary work test period for a regular position in a classification in which he/she is currently employed.

“PROBATIONARY PERIOD” means a working test period that is part of the selection process and during which time a full-time employee is required to demonstrate his/her fitness for the duties of the position to which he/she has been assigned by actual performance of such duties. The term “initial probationary period” means an employee’s first probationary period during his/her continuous Center employment. Promotion to a new position results in the commencement of a probationary period in the higher class.

“PROMOTION” means the advancement of an employee from a position in one classification to a position in another classification having a higher level of duties, responsibilities, qualifications and a higher maximum rate of pay.

“PROVISIONAL/INTERIM APPOINTMENT” means the appointment of a person to a classification in the Center service on an interim basis during which that person will continue to occupy the position from which he/she was appointed for a period of six (6) months and may be extended by mutual agreement of the parties. Except in cases of retired annuitants, in which the appointment would be limited to 960 hours per fiscal year (See Definition under Rule IV, Section 10, Page 45)

“RECLASSIFICATION” means the reassignment of a position from one class to a different class in accordance with a reevaluation of the minimum qualifications, duties, and responsibilities of the position. A reclassification is not a punitive action and does not apply when duties are voluntarily assumed by the employee. A reclassification shall not be used as a means to circumvent the promotion procedure. A reclassification can occur only when budget authority exists for a position in a different class.

“REDUCTION” means a salary and/or classification decrease for an employee, generally associated with a disciplinary action.

“REGULAR EMPLOYEE” means an employee who has successfully completed the initial probationary period and who regularly works a minimum of 40 hours per week. Such an employee shall become a full-time regular employee and shall be entitled to all the benefits provided herein.

“REINSTATEMENT” means the reappointment of an employee to a position in the same or comparable class within six (6) months of his/her resignation in good standing provided a position is available. Credit shall be granted for prior service in terms of the level of benefits accrued and seniority. A reinstated employee shall serve a new probationary period.

“REJECTION” means the involuntary separation from Center service of an employee who has not successfully completed his/her probationary period or the reduction of an employee who did not successfully complete his/her probationary period in a promotion to a position in a different class in which he/she had previously acquired regular status.

“RESIGNATION” means the voluntary separation of an employee from Center service. An employee wishing to leave in good standing shall file a written notice of intent to resign his/her position. The employee shall give at least two (2) calendar weeks’ notice of intention to leave the service, unless the supervisor consents to the employee leaving sooner. (See Rule VIII, Section 1, Page 73)

“RETALIATION” (See Definition under Rule II, Section 6, Page 12)

“SALARY ANNIVERSARY DATE” means the future date on which an employee is eligible, on the basis of satisfactory job performance for a prescribed period, for a merit salary increase within the salary range established for the class of position he/she occupies. (Also See Anniversary Date on Page 50.

“SALARY PLAN” means the assignment by the Governing Board resolution of salary ranges and/or salary rates to each class.

“SALARY RANGE” means the minimum and maximum salary rates for a class as established by resolution of the Governing Board.

“SALARY RATE” means the dollar amount assigned within a salary range.

“SCHEDULED PAID HOLIDAY” means an eight (8) hour paid holiday for full time staff.

“SENIORITY” means length of full-time employment service with the Center.

“SPOUSE” is defined by California law, but generally indicates a person with whom there is a legal marriage and/or other legally sanctioned relationship.

“SUSPENSION” means the temporary and involuntary separation of an employee, for a specified period of time, from the service, without pay, for disciplinary purposes.

“TEMPORARY APPOINTMENT” means an appointment to a position for a period of six months or less which may be extended by the Executive Director for a maximum of an additional six months.

“TEMPORARY EMPLOYEE” means a person who has been appointed to a position for a limited period.

“TEMPORARY POSITION” means a full-time or part-time position of limited duration.

“TERMINATION” means the separation of an employee from Center service due to layoff, retirement, resignation, dismissal, or death.

“TITLE,” “CLASS TITLE,” “TITLE OF CLASS” means the official name applied to a class and to each position allocated to the class and to the incumbent of each position.

“TRANSFER” means a change of an employee from one position to another position in the same classification or in another classification having the same maximum salary rate, involving the performance of basically similar duties, and requiring substantially the same minimum qualifications.

SECTION 3. HUMAN RESOURCES DEPARTMENT - POWERS AND DUTIES

The Human Resources Department or his/her designee or agency employed for that purpose, shall:

- A. Prepare and recommend to the Governing Board, as required, amendments to these rules and regulations.
- B. Prepare a “salary compensation” plan and revisions thereto as required.
- C. Be responsible for administration of the following procedures within the framework of these rules and regulations.
 - 1. The formulation of specifications for each class of position in the competitive service of the Center.
 - 2. The allocation of positions to class in the competitive service on the basis of duties, responsibilities, and requirements.
 - 3. The public announcement of vacancies and examinations and the acceptance of applications for employment.
 - 4. The preparation and conduct of examinations/interviews and the establishment and use of eligibility lists containing names of persons eligible for appointment.
 - 5. The certification and appointment of persons from eligibility lists to fill vacancies and the making of temporary and emergency appointments.
 - 6. The evaluation of employees during the probationary period and periodically thereafter.
 - 7. The transfer, promotion, demotion, discipline, and re-employment of employees in the competitive service.
 - 8. The setting of hours of work, attendance and leave regulations, and working conditions.
 - 9. The promotion of employee morale, welfare, training, and safety.
 - 10. The voluntary and involuntary separation of employees from the competitive service.
 - 11. The maintenance and use of necessary records and forms, including payroll certification.
 - 12. The establishment and maintenance of suitable methods of effective communication between employees and their supervisors; between employees and the Executive Director; and between employees and the Governing Board, relating to conditions of employment in the Center service.
 - 13. The development of a pay and benefit package for management, confidential, and unrepresented employees and the presentation of this package to the Governing Board.
 - 14. The development and administration of the Center’s employee-employer relationship program consistent with State law.

15. The development and administration of policies which assure an unbiased work environment and fully protect the rights of each employee.

SECTION 4. EQUAL EMPLOYMENT OPPORTUNITY

This section applies to all employees of and applicants for employment with the Center.

The Center prohibits discrimination against employees or applicants for employment on the basis of race, color, religion and religious creed, sex (including pregnancy), gender, gender identity (including transgender and transsexual), gender expression, national origin, ancestry, citizenship status, age (40 and over), marital status, physical or mental disability, medical condition, genetic characteristics or information, sexual orientation, military and veteran status or any other basis protected by law.

The Center will afford equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination. Employees, volunteers, or applicants who believe they have experienced any form of employment discrimination or abusive conduct are encouraged to report this immediately to Human Resources, or to contact the U.S. Equal Employment Opportunity Commission or the California Department of Fair Employment and Housing.

SECTION 5. REASONABLE ACCOMMODATION POLICY

This section applies to all applicants to the Center and all employees, volunteers and interns of the Center, to the extent required by law.

A. Policy.

Absent undue hardship or direct threats to the health and safety of employee(s), the Center provides employment-related reasonable accommodations to:

1. Qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act ("FEHA") and Title I of the Americans with Disabilities Act ("ADA"), to enable them to perform essential job functions;
2. Employees with conditions related to pregnancy, childbirth, or a related medical condition, if she so requests, and with the advice of her health care provider;
3. Employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work; and
4. Employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement (see Section 5(C).)

B. Procedure.

1. *Request for Accommodation.* An employee who desires a reasonable accommodation in order to perform essential job functions should make such a request in writing to the Human Resources Department. The request should identify:
a) the job-related functions at issue; and b) the desired accommodation(s).
2. Documentation or Certification Indicating Need for Reasonable Accommodation.
 - a. **Disability.** If the disability or the need for reasonable accommodation is not obvious, the Center may require the individual to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient documentation, the Center will: 1) explain the insufficiency; 2) allow the employee or applicant to supplement the documentation; and 3) pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided.
 - b. **Pregnancy or Related Condition.** If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, the Center will provide the employee with notice of the need for a medical certification within two business days after the employee's request for accommodation. A medical certification confirming the need for a reasonable accommodation, including transfer, is sufficient if it contains: a description of the requested accommodation or transfer; a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer.
 - c. **Victim Status.** An employee who is a victim of domestic violence, sexual assault, or stalking and who requests an accommodation to provide for his or her safety while at work must provide both of the following:
 - i. a written statement signed by the employee or an individual acting on the employee's behalf, to certify that the accommodation is to address victim-safety concerns while at work; and
 - ii. a certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, which can be in the form of: a police report indicating the employee's victim status; a court order separating the perpetrator from the employee or that the employee has appeared in court for that purpose; or documentation from a medical professional or counselor that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or stalking.
3. *Fitness for Duty Examination.* The Center may require an employee to undergo a fitness for duty examination when there is significant evidence that:
 - a. the employee's ability to perform one or more essential functions of his or her job has declined; or

- b. could cause a reasonable person to question whether an employee is still capable of performing one or more of his or her essential job duties, or is still capable of performing those duties in a manner that does not harm him or herself or others.

The purpose of the examination is to determine whether the employee has a disability and is able to perform the essential functions of the job with or without reasonable accommodation, and it will be conducted at the Center's expense. The Center may also require that a Center approved physician conduct the examination.

4. *Interactive Process Discussion.* The Center will initiate the interactive process when:
 - a. an applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodation(s); or
 - b. the Center otherwise becomes aware of the need for an accommodation through a third party (e.g. a doctor's note requesting an accommodation), or by observation of the employee's work; or
 - c. the Center becomes aware of the possible need for an accommodation because the employee with a disability has exhausted workers' compensation leave, Family and Medical Act leave, or other leave rights, but the employee and/or the employee's health care provider indicate that further accommodation is still necessary for recuperative leave or other accommodation; or
 - d. an employee disabled by pregnancy, childbirth or related medical conditions requests a reasonable accommodation or transfer based on the advice of her health care provider; or
 - e. an employee with a physical or mental disability, regardless of cause, fails to return to work following pregnancy disability leave; or
 - f. an employee-victim of domestic violence, sexual assault, or stalking requests a reasonable accommodation(s) for his or her safety at work.

After the occurrence of any of the above-stated circumstances that trigger the need to conduct an interactive process meeting, the Center will promptly arrange for a discussion(s), in person or via telephone conference call, with the applicant or employee, and his or her representative(s), if any. The purpose of the discussion(s) is to work in good faith to fully consider all feasible potential reasonable accommodations. The Center will document these communications in writing.

5. *Case-by-Case Determination.* Based on the particular facts of each case, the Center will determine, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. The Center will not provide accommodation(s) that would pose an undue hardship upon Center finances or operations, or that would endanger the health or safety of the employee or others. The Center will inform the employee of its decision as to reasonable accommodation(s) in writing.

C. Accommodations for Sincerely Held Religious Beliefs and Observances

1. *Request for Accommodation.* The Center also provides employment-related reasonable accommodations to individuals based upon religious belief within the meaning of the California Fair Employment and Housing Act, unless doing so would cause an undue burden on the Center.

Any person who desires such a reasonable accommodation should make such a request in writing to the Human Resources Department. The request should identify the desired accommodation(s). Upon a request for a religious accommodation, if the Center has an objective basis for questioning either the religious nature or sincerity of a particular belief or practice, the Center may seek additional information.

2. *Case-by-Case Determination.* Based on the particular facts of each case, the Center determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. The Center will consider the preference of the employee or applicant, but has the right to select and implement any accommodation that it deems effective. The Center will inform the employee of its decision as to reasonable accommodation(s) in writing.

D. Service and Support Animals

1. The Center permits employees, volunteers and interns to bring a service or support animal ("assistive animal") into the workplace where necessary as a reasonable accommodation under FEHA and the ADA.
2. Definitions.
 - a. **Assistive Animal.** An assistive animal means an animal that is necessary as a reasonable accommodation for a person with a disability. An assistive animal includes, but is not limited to guide dogs, signal animals, service animals, and support animals.
 - b. **Service Animal.** A service animal is defined as a dog or other animal individually trained to the requirements of the individual with a disability, including, but not limited to, minimal protection work, rescue work, pulling a wheelchair, or fetching dropped items. The work or tasks performed by a service animal must be directly related to the employee, intern or volunteer's disability.
 - c. **Support Animal.** A support animal is defined as a dog or other animal that provides emotional, cognitive or other similar support to a person with a disability, including, but not limited to, traumatic brain injuries or mental disabilities, such as major depression.
3. *Requests for Accommodation.* An employee, volunteer or intern ("individual") requesting as a reasonable accommodation the use of an assistive animal must comply with Subsection B, above. The Center may require the individual to provide certification from his or her healthcare provider stating that he or she has a disability (diagnosis not to be provided) and explaining why the assistive animal is necessary as an accommodation to enable the individual to perform the essential functions of his or her job. The individual must also confirm that the assistive animal meets the minimum requirements set forth in Paragraph 4 below. Whether an assistive animal constitutes a reasonable accommodation shall be determined on a case-by-case basis.
4. *Approved Assistive Animals.* Approved assistive animals must: (1) be free from offensive odors and display habits appropriate to the work environment, for example, the elimination of urine and feces; (2) not engage in behavior that endangers the health or safety of the individual or others in the workplace; and (3) if the assistive animal is a service animal, be trained to provide assistance for the individual's disability. Such assistance may include, but is not limited to, assisting

individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, pulling a wheelchair, and assisting an individual during a seizure. Additionally:

- a. All assistive animals must be immunized against rabies and other diseases common to that type of animal and must otherwise be in good health. All vaccinations must be current. All assistive animals must wear a rabies vaccination tag to the extent required by law.
 - b. All animals must be registered and licensed as required per California law.
 - c. All assistive animals must at all times wear an identification tag, which includes the name and phone number of the owner or disabled individual (the “handler”).
 - d. All assistive animals must be under the full control of the handler at all times. The care and supervision of the animal is the sole responsibility of the handler. The handler must not permit co-workers or other persons to maintain or supervise the animal and may not leave the animal unattended for any length of time. Dogs may also not bark repeatedly unless required to do so as a part of the task being performed.
 - e. All assistive animals must be housebroken.
5. *Removal.* Reasonable behavior is expected from assistive animals while on Center property. An assistive animal may be removed from a Center facility temporarily or excluded from the facility permanently if the assistive animal is disruptive, aggressive, or otherwise out of control, in poor health, or habitually unclean.

SECTION 6. POLICY AGAINST WORKPLACE DISCRIMINATION, HARASSMENT AND RETALIATION

This section applies to all Center applicants, employees regardless of rank or title, elected or appointed officials, interns, volunteers, and contractors (hereinafter referred to as “covered individuals”). For purposes of this Policy, “intern” is defined to include both paid and unpaid interns.

A. Purpose.

To establish a strong commitment to prohibit and prevent discrimination, harassment, and retaliation in employment; to define those terms; and to set forth a procedure for investigating and resolving internal complaints. The Center encourages all individuals to report – as soon as possible – any conduct that is believed to violate this policy.

B. Policy.

1. The Center has zero tolerance for any conduct that violates this policy. Conduct need not arise to the level of a violation of law in order to violate this policy. Instead a single act can violate this policy and provide grounds for discipline, up to and including dismissal, or other appropriate sanctions. If you are in doubt as to whether or not any particular conduct may violate this Policy, do not engage in the conduct, and seek guidance from a supervisor or the Human Resources Manager.
2. Harassment or discrimination against a covered individual by a supervisor, management employee, co-worker, volunteer, intern or contractor on the basis of

race, color, religion or religious creed, sex, gender, gender identity (including transgender and transsexual), gender expression, national origin, ancestry, citizenship status, age, marital status, physical or mental disability, medical condition, genetic information, sexual orientation, military or veteran status or any other basis protected by law will not be tolerated.

3. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation and training.
4. Disciplinary action or other appropriate sanction up to and including dismissal will be instituted for prohibited behavior as defined below.
5. Any retaliation against a person or the family member of a person for filing a complaint, participating in the complaint resolution process, or engaging in any other protected activity is prohibited. Discrimination or retaliation against an individual for requesting a reasonable accommodation for a disability or religious belief, regardless of whether the accommodation was granted, is likewise prohibited. Individuals found to be retaliating in violation of this policy will be subject to appropriate sanction or disciplinary action up to and including termination.

C. Definitions.

1. *Protected Classifications.* This policy prohibits harassment, discrimination, or retaliation because of an individual's protected classification. "Protected classification" includes race, color, religion or religious creed, sex, gender, gender identity (including transgender and transsexual) , gender expression, national origin, ancestry, citizenship status, age (40 and over), marital status, physical or mental disability, medical condition, genetic information, military and veteran status, sexual orientation, and any other basis protected by law.
 - a. "Gender expression" means a person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex at birth.
 - b. "Gender identity" means a person's identification as male, female, a gender different from the person's sex at birth, or transgender. "Transgender" is a general term that refers to a person whose gender identity differs from the person's sex at birth.
 - c. "Sex" includes but is not limited to pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth or breastfeeding; gender identity; and gender expression. A transgender employee is protected against harassment, discrimination and retaliation for purposes of pregnancy, childbirth, breastfeeding and their related conditions.
2. *Policy Coverage.* This policy prohibits covered individuals from harassing, discriminating, or retaliating against covered individuals because:
 - a. Of an individual protected classification,
 - b. Of the perception that an individual has a protected classification, or
 - c. The individual associates with a person who has or is perceived to have a protected classification.
3. *Discrimination.* This policy prohibits treating individuals differently and adversely

because of the individual's protected classification, actual or perceived; because the individual associates with a person who is member of a protected classification, actual or perceived; or because the individual participates in a protected activity as defined herein.

4. **Harassment.** Harassment includes, but is not limited to, the following types of behavior that is taken because of a person's actual or perceived protected classification:
 - a. **Speech**, such as epithets (e.g. nicknames and slang terms), derogatory or suggestive comments, propositioning, jokes or slurs, including graphic verbal commentaries about an individual's body or that identify a person on the basis of his or her protected classification. This may also include comments about appearance and/or stories that tend to disparage those of a protected classification.
 - b. **Visual forms of harassment**, such as derogatory posters, notices, bulletins, cartoons, drawings, sexually suggestive objects, or e-mails related to a protected classification. Visual harassment includes mimicking the way someone walks or talks because of their protected classification.
 - c. **Physical acts**, such as assault, offensive touching, impeding or blocking movement, pinching, grabbing, patting, leering, making express or implied job-related threats or promises in return for submission to physical acts, or any physical interference with normal work or movement.
 - d. **Unwanted sexual advances**, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.
 - e. **Sexual harassment**, may take the form of "quid pro quo" harassment or create a "hostile work environment."
 - i. "Quid pro quo" sexual harassment is characterized by explicit or implicit conditioning of a job or promotion on an applicant or employee's submission to sexual advances or other conduct based on sex.
 - ii. "Hostile work environment" sexual harassment occurs when unwelcome comments or conducted based on sex unreasonably interferes with the employee's work performance or creates an intimidating, hostile or offense work environment. Sexual harassment may occur even when the harassing conduct is not motivated by sexual desire.
5. **Guidelines for Identifying Harassment.** To help clarify what constitutes harassment in violation of this Policy, use the following guidelines:
 - a. Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.
 - b. It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.
 - c. Simply because no one has complained about a joke, gesture, picture, physical

contact, or comment does not mean that the conduct is welcomed. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.

- d. Even visual, verbal, or physical conduct between two employees who appear to welcome the conduct can constitute harassment of a third individual who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.
- e. Conduct can constitute harassment in violation of this Policy even if the individual engaging in the conduct has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual of the recipient's same protected classification would find it offensive (e.g., gifts, over attention, endearing nicknames).

6. *Protected Activity.* A "protected activity" includes, but is not limited to any of the following:

- a. Filing a complaint with a federal or state enforcement or administrative agency;
- b. Participating in or cooperating with a federal or state enforcement agency that is conducting an investigation of the Center regarding alleged unlawful activity;
- c. Testifying as a party, witness, or accused regarding alleged unlawful activity;
- d. Associating with another employee who is engaged in any of the protected activities enumerated here;
- e. Making or filing an internal complaint with the Center regarding alleged unlawful activity or violation of this Policy;
- f. Opposing violations of this Policy;
- g. Participating in an investigation under this Policy;
- h. Providing informal notice to the Center regarding alleged unlawful activity or violations of this Policy; Calling a governmental agency's "Whistleblower hotline;"
- i. Filing a written complaint under penalty of perjury that the Center has engaged in "gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety;"
- j. Making a request for an accommodation for a disability; or
- k. Making a request for accommodation for religious beliefs.

7. *Romantic and Sexual Relationships Between Supervisors and Subordinates.* Romantic or sexual relationships between supervisors and subordinate employees are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcomed sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcomed and harassing.

8. *Retaliation.* Any adverse conduct taken against a covered individual because of the individual's protected activity as defined in this Policy, or because an individual's family member has engaged in a protected activity. Retaliation of any kind is strictly

prohibited. Any act of reprisal violates this Policy and will result in appropriate disciplinary action, up to and including termination.

Examples of actions that might be retaliation against a complainant, witness or other participant in the complaint process includes:

- a. Singling a person out for harsher treatment;
- b. Lowering a performance evaluation;
- c. Failing to hire, failing to promote, withholding pay increases, assigning more onerous work, abolishing a position, demotion or discharge; or
- d. Real or implied threats of intimidation to prevent an individual from reporting alleged wrongdoing, harassment, or discrimination. Any act of retaliation will be treated as a separate and distinct incident, regardless of the outcome of the harassment or discrimination complaint.

SECTION 7. COMPLAINT PROCEDURE FOR DISCRIMINATION, HARASSMENT AND RETALIATION

This section applies to all Center applicants, employees regardless of rank or title, elected or appointed officials, interns, volunteers, and contractors (hereinafter referred to as “covered individuals”).

The following complaint procedure is established for the investigation and resolution of unlawful harassment, discrimination and/or retaliation at the workplace. This procedure will be used in place of the Grievance Procedure established in Rule II, Section 8 herein to investigate and resolve such complaints.

An individual who utilizes the following complaint procedure may not simultaneously or subsequently use the Grievance Procedure established in Rule II, Section 8 herein relative to the same reported instance or instances.

A. Complaint Procedure.

A covered individual who feels he or she has been subjected to harassment, discrimination, or retaliation in violation of this Policy should report the conduct immediately as outlined below so that the complaint can be resolved quickly and fairly. All employees involved in the complaint process may be represented by a person of their choosing and at their own expense. A covered individual may make a complaint verbally or in writing to any of the following individuals:

- Immediate Supervisor;
- Any supervisor or manager within or outside of the department;
- Chief Operations Officer; or
- Human Resources Manager.

There is no need to follow the chain of command. Any supervisor or manager who receives a complaint should notify the Human Resources Manager immediately. In addition to making a complaint, an individual can also:

1. *Object to the Conduct.* Sometimes an individual is unaware that his/her conduct is offensive. The offensive behavior may be eliminated by simply informing the offender

that the conduct or language in question is unwelcome and offensive and request that it be discontinued immediately. A person who believes he/she is being harassed is encouraged, but not required, to use this process. If the conduct in question continues after the offending person has been informed it is offensive, or if a person does not feel comfortable talking to the offending person directly, the employee should make a report in accordance with Subsection *b* and *c* below or go directly to the formal reporting process.

2. Option to Report to Outside Administrative Agencies. Covered individuals have the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH).

B. Investigation of Complaint.

Upon receipt of a complaint of alleged harassment, discrimination or retaliation, the Human Resources Manager will be responsible for coordinating a thorough investigation (unless he/she is named in the complaint). The Human Resources Manager may coordinate the investigation with the complainant's department head and/or Director of MHSA and Ethnic Services and may hire an outside investigator if the Center deems it appropriate. The type of investigation undertaken, and the party chosen to conduct the investigation will depend on the nature of the complaint made and will be determined by the Human Resources Manager. The Human Resources Manager will report the status of investigations to the Executive Director as appropriate. The Human Resources Manager, in concurrence with the Chief Operations Officer and Executive Director, may take interim action to diffuse volatile circumstances.

The investigator will review the complaint allegations in an objective manner and to the extent that the Center deems necessary. The investigation will normally include interviews with the reporting individual, the accused, and any other person who is believed to have relevant knowledge concerning the allegations. The investigator will remind all witnesses to maintain the confidentiality of the interview and that retaliation against those who report alleged harassment or who participate in the investigation is prohibited.

The Center takes a proactive approach to potential Policy violations and will conduct an investigation if its officers, supervisors, or managers become aware that harassment, discrimination or retaliation may be occurring, regardless of whether or not the recipient of the alleged action or a third party reports a potential violation.

C. Remedial and Disciplinary Action.

If the investigation determines that the alleged conduct occurred and that the conduct violated this Policy, the Center will notify the complainant and perpetrator of the general conclusion(s) of the investigation and take effective remedial action that is designed to end the violation(s). If discipline is imposed, the level of discipline will not be communicated to the complainant.

Any employee or officer determined to have violated this Policy will be subject to disciplinary action, up to and including termination. Disciplinary action may also be taken against any supervisor or manager who condones or ignores potential violations of this Policy, or who

otherwise fails to take appropriate action to enforce this Policy. Any official or contractor found to have violated this Policy will be subject to appropriate sanctions.

D. Final Recommendations.

The Human Resources Manager and Chief Operations Officer, in conjunction with legal counsel, and the Director of MHPA and Ethnic Services, may advise Department Head on recommended course of action in regards to the findings of the investigation of complaints regarding protected classifications.

E. Closure.

At the conclusion of the investigation, the Human Resources Manager will notify the complainant in general terms of the outcome of the investigation.

F. Confidentiality.

Every possible effort will be made to assure the confidentiality of complaints made under this policy. Complete confidentiality cannot be assured, however, due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the greatest extent allowed by law. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or Human Resources or designee. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction. The employer will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

G. Responsibilities.

1. Managers and Supervisors are responsible for:
 - a. Informing employees of this policy.
 - b. Modeling appropriate behavior.
 - c. Taking all steps necessary to prevent harassment, discrimination or retaliation from occurring.
 - d. Receiving complaints in a fair and serious manner and documenting steps taken to resolve complaints.
 - e. Monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
 - f. Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
 - g. Informing those who complain of harassment or discrimination of his or her option to contact the EEOC or DFEH regarding alleged policy violations.
 - h. Assisting, advising, or consulting with employees and Human Resources regarding this Policy and Complaint Procedure.

- i. Assisting in the investigation of complaints involving employee(s) in their departments and, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with these Rules and Policies, up to and including discharge.
 - j. Implementing appropriate disciplinary and remedial actions.
 - k. Reporting potential violations of this policy of which he or she becomes aware to the Human Resources Department and/or designee and department head, regardless of whether a complaint has been submitted.
 - l. Participating in periodic training and scheduling employees for training.
2. Each employee, intern, volunteer, or contractor is responsible for:
- a. Treating all individuals in the workplace or on worksites with respect and consideration.
 - b. Modeling appropriate behavior.
 - c. Participating in periodic training.
 - d. Fully cooperating with the Center's investigations by responding fully and truthfully to all questions posed during the investigation.
 - e. Maintaining confidentiality of any investigation that the employer conducts by not disclosing the substance of any investigatory interview, except as directed by Human Resources.
 - f. Reporting any act he or she believes in good faith constitutes harassment, discrimination or retaliation as defined in this Policy, to his or her immediate supervisor, or department head, or Human Resources.

H. Mandatory Training.

As part of its commitment to ensuring a work environment free from harassment and discrimination, the Center requires that all of its employees receive training on this Policy at least once every two years or more frequently as determined by Human Resources. Human Resources will schedule training sessions each year to ensure that employees are able to complete the mandatory training. Attendance at the training will be documented.

Any questions, concerns or comments related to this complaint procedure should be directed to the Human Resources Manager or the Chief Operations Officer.

SECTION 8. GRIEVANCE PROCEDURE

This section applies to all full-time, regular employees of the Center with the exception of at-will employees.

A. Policy.

The goal of this grievance procedure is to make every reasonable effort to resolve applicable complaints as near as possible to the point of origin.

B. Eligibility to File a Grievance.

A grievant is a regular employee who is personally affected by an act or omission that occurred no more than 14 calendar days prior to the filing of the grievance, provided that the act or omission comes within the definition of "grievance" as described herein.

C. Definition of "Grievance."

Subject to the exclusions listed in this Policy, a grievance is defined as any dispute that:

1. Is job-related,
2. Is wholly or partially within the province of the Center to rectify or remedy,
3. Concerns terms and conditions of employment,
4. Involves the interpretation, application, or alleged violation of these Policies, and
5. Is not subject to any other Center dispute resolution process or procedure that is provided by statute, ordinance, resolution or agreement.

D. Exclusions from the Grievance Procedure.

The following matters are excluded from the definition of "grievance."

1. Requests for changes in wages, hours, or working conditions, including any impasse or dispute in the meet and confer process or matter within the scope of representation;
2. Requests for changes in the content of employee evaluations or performance reviews, oral or written warnings, reprimands or counseling memos;
3. Challenges to a decision to reclassify, layoff, transfer, deny reinstatement, or deny a step or merit increase;
4. Challenges to any disciplinary action; and
5. Challenges to examinations or the appointment to positions.

E. Grievance Procedure.

The grievance procedure has the following four steps:

1. *Step 1: Informal Discussion.*

Within 14 calendar days of the occurrence of the act(s) that constitute the grievance, an employee shall discuss the grievance with his/her immediate supervisor, who will investigate and/or attempt to resolve the matter. The supervisor will give the employee an oral reply within ten (10) calendar days after the discussion. If the employee is not satisfied with the reply or receives no timely reply, he or she may proceed to Step 2.

2. *Step 2: Formal Discussion.*

- a. Any grievance not resolved at Step 1 may be submitted in writing to the immediate supervisor no later than ten (10) calendar days after the date of the supervisor's oral reply.

If the employee does not receive a timely reply from his or her supervisor, he or she may submit a written grievance to the immediate supervisor no later than ten (10) calendar days after the expiration of the supervisor's time to reply in Step 1.

The written grievance must include all of the following:

- (1) A description of all facts regarding how the alleged violation occurred and how the grievant is/was adversely affected by the alleged violation; misinterpretation, or misapplication;
 - (2) Identify the specific provision of these Rules and Regulations that was allegedly violated, misinterpreted, or misapplied;
 - (3) The date or dates on which the violation, misinterpretation, or misapplication allegedly occurred;
 - (4) The documents, witnesses or other evidence that support the grievance;
 - (5) The desired solution or remedy;
 - (6) The signature and identification of the grievant; and
 - (7) The person, if any, the grievant has chosen to be his or her representative.
- b. No grievance will be accepted for processing until all of the information listed above is provided. Within ten (10) calendar days after the grievant provides all of the information listed above, the immediate supervisor may, in his or her discretion, schedule a meeting with the grievant for the parties to work at resolving the grievance. The immediate supervisor shall give the grievant a written reply within ten (10) calendar days after receipt of the written grievance, or the meeting, whichever occurs later, and will file a copy in the grievance file. If the grievant is not satisfied with the response, or receives no timely response, he/she may proceed to Step 3.

3. *Step 3: Department Director.*

Any grievance not resolved at Step 2 may be submitted in writing to the department director (e.g. Director of Clinical Program Services, Chief Operations Officer, Chief Financial Officer, Chief Compliance Officer, Director of MHSA and Ethnic Services, Medical Director) no later than ten (10) calendar days after the date of the immediate supervisor's written reply. If the employee does not receive a timely reply from his or her supervisor in Step 2, he or she may submit a written grievance to the department director no later than ten (10) calendar days after the expiration of the supervisor's time to reply in Step 2.

The grievant shall provide the department director with copies of the Step 2 response. Within ten (10) calendar days thereafter, the department director may, in his or her discretion, schedule a meeting with the grievant for the purpose of giving the parties the opportunity to resolve the grievance.

The department director will give the grievant a written reply within 14 calendar days after receipt of the written grievance, or the meeting, whichever occurs later, and will

file a copy in the grievance file. If the grievant is not satisfied with the response or receives no timely response, he/she may proceed to Step 4.

4. *Step 4: Executive Director or Executive Designee*

The Executive Director may delegate non-involved executive level directors, department directors or other management-level employees to act on his or her behalf in this process.

Any grievance not resolved at Step 3 may be submitted in writing to the Executive Director or Designee no later than 10 days after the date of the department director's written reply. If the employee does not receive a timely reply from the department director in Step 3, he or she may submit a written grievance to the Executive Director or Designee no later than 10 calendar days after the expiration of the department director's time to reply in Step 3.

The grievant shall provide the Executive Director or Designee with copies of the Step 2 and 3 responses. Within ten (10) calendar days thereafter, the Executive Director or Designee may, at his or her discretion, schedule a meeting with the grievant to discuss the matter. After consideration of the facts and an investigation, if the Executive Director or Designee deems necessary, he or she will give his or her written decision to the grievant.

5. *Executive Director's Decision on Grievance.*

If the Executive Director delegates a management-level employee to act on his or her behalf during Step 4 of the grievance process, the Executive Designee will render an advisory recommendation to the Executive Director.

The Executive Director's decision will be final and binding. The Executive Director's decision will be limited as follows:

- a. The decision shall neither add to, detract from, nor modify the language of these Personnel Rules and Regulations.
- b. The decision shall be confined to the precise issue(s) the grievance has raised and that the grievant has submitted.
- c. Any monetary award in favor of the grievant may not exceed wages or benefits that the grievant has actually lost as a result of the matters alleged in the grievance. In no event shall any grievance award include any compensatory damages or attorneys' fees.

F. Settlement of Grievance.

Any grievance will be deemed settled when it is not appealed to the next step within the specified time limit, unless an extension of time to a definite date has been mutually agreed upon in writing. Any grievance that the grievant fails to timely move to the next step shall be deemed resolved on the basis of the last disposition.

G. Representation.

An employee may have a representative of his or her choice present at all stages of the grievance procedure, except that no one may be represented by an employee he or she supervises, and no employee may be represented by his or her supervisor or department director. If the employee's representative is a fellow employee, that employee will receive time off from his or her work assignment for the time of the grievance meeting or hearing plus reasonable travel time. Forty-eight hours prior to the grievance meeting, the employee shall inform the immediate supervisor, department director, Executive Director or Designee whether he or she shall be represented at the grievance meeting and shall identify the representative.

H. No Retaliation.

An employee shall not be penalized for using this procedure. However, the employee shall not be provided immunity from disciplinary action during the grievance process.

I. Withdrawal.

A grievant may withdraw any grievance at any time, without prejudice, by giving written notice to the Center representative who last took action on the grievance, and by providing a copy of the notice to the Human Resources Department.

J. Resubmission.

Upon consent of the person hearing the grievance and the grievant, a grievance may be resubmitted to a lower step in the grievance procedure for reconsideration.

K. Miscellaneous.

If an employee is given an order that he or she wishes to grieve, the employee must first comply with the order and file a grievance later, unless the employee reasonably believes that the assignment endangers the health or safety of the employee or others or if the employee reasonably believes that the requested assignment violates the employee's constitutional rights or requires the employee to violate federal or state law.

SECTION 9. DRUG FREE WORKPLACE/TESTING POLICY

This section applies to all Center employees.

A. Policy.

1. The manufacture, distribution, dispensation, possession, or use of alcohol, any controlled substance, narcotic, or prescription drug that has not been lawfully prescribed to the employee is prohibited in both Center workplaces and wherever Center business is performed.
2. A Center employee is prohibited from working or being subject to call in if impaired by alcohol, any controlled substance, narcotic, or prescription drug whether or not lawfully prescribed.

3. An employee must notify his/her supervisor before beginning work when taking medications or drugs, including but not limited to prescription drugs, over the counter medications, or illegal drugs or narcotics, which could interfere with the safe and effective performance of duties or operation of the Center equipment. If there is a question regarding an employee's ability to perform assigned duties safely and effectively while using prescribed medications, the Center may require medical clearance.
4. Compliance with this policy is a condition of the Center employment. Disciplinary action will be taken against those who violate this policy.

B. Scope of Policy.

This policy applies to all Center employees when they are on the Center property or when performing the Center-related business elsewhere.

C. Searches.

In order to promote a safe, productive and efficient workplace, the Center has the right to search and inspect all Center property, including but not limited to lockers, storage areas, furniture, Center vehicles, and other places under the common control of the Center, or joint control of the Center, and employees. No employee has any expectation of privacy in any Center building, property, or communications system.

D. Drug and Alcohol Testing.

The Center has discretion to test a current employee for alcohol or drugs in the following instances:

1. *Reasonable Suspicion Testing.* The Center may require a blood test, urinalyses, or other drug and/or alcohol screening of those persons reasonable suspected of using or being under the influence of a drug or alcohol at work. Testing must be approved by the Human Resources Supervisor or Manager, the department director, or a designee.

"Reasonable suspicion" is based on objective factors, such as behavior, speech, body odor, appearance, or other evidence of recent drug or alcohol use which would lead a reasonable person to believe that the employee is under the influence of drugs or alcohol. (Refer to Alcohol and Drug Abuse Policy, attached to these Personnel Rules as *Exhibit A* for further indicators.) The supervisor/Manager may not rely solely on long-term signs such as absenteeism.

In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion and discuss the matter with the Human Resources Supervisor or Manager or department director. If there is a reasonable suspicion of drug or alcohol abuse, the employee will be relieved from duty and placed on sick leave until the test results are received.

2. *Post-Accident Testing and Reporting.* The Center may require alcohol or drug screening following any work-related accident or violation of safety precautions or standards in which the Center suspects drugs or alcohol may have played a role in the accident or violation.

The suspicion of the involvement of drugs or alcohol in the accident or violation will constitute reasonable suspicion. This includes individuals who drive agency vehicles or conduct agency business while driving their personal vehicles. For employees subject to the Federal Motor Carrier Safety Regulations, such testing is mandatory for any accident that results in a fatality; anytime a driver is involved in an accident that results in anyone receiving medical treatment away from the scene of the accident, and/or any accident in which the driver receives a citation from law enforcement officials.

Employees involved in workplace accidents, illnesses, or injuries must report the incident to a supervisor as soon as practicable after the employee has realized that he or she has suffered a recordable work-related accident, injury, or illness. Employees may initially make reports verbally, whether by phone or in person, but employees reporting workplace accidents, illnesses, or injuries should provide a written report of the incident as soon as practicable. Nothing in this Policy is intended to deter or discourage employees from accurately reporting a workplace injury or illness and employees shall not be subject to retaliation for making a reasonable report about a workplace accident, illness, or injury.

3. *Pre-Employment Drug Testing.* Individuals seeking employment for “special need” positions, including safety-sensitive positions and positions that involve the direct influence over children, shall be required to pass a pre-employment drug test as a condition of employment.

E. Employee’s Responsibilities.

A Center employee must:

1. Not report to work or be on standby or on-call status while impaired by alcohol, any controlled substance, narcotic, or prescription drug whether or not lawfully prescribed.;
2. Not possess or use controlled substances, narcotics, or prescription drugs that have not been lawfully prescribed to the employee at any time, or use alcohol at any time while on the Center property or while on duty for the Center at any location;
3. Not directly or through a third party manufacture, sell, distribute, dispense, or provide alcohol or controlled substances, narcotics, or prescription drugs to any person, including any employee, at any time while on the Center property or while on duty for the Center at any location; unless authorized and licensed to do so as an essential function of their job duties (ie, Psychiatric Technician, Psychiatrist)
4. Notify his or her supervisor, before beginning work, when taking any medications, narcotics, or drugs, prescription or nonprescription, which may interfere with the safe and effective performance of duties or operation of Center equipment;
5. Notify the department director of any criminal conviction for a drug violation that occurred in the workplace within no more than five days after such conviction;
6. Notify the supervisor immediately of facts or reasonable suspicions when he or she observes behavior or other evidence that a fellow employee poses a risk to the health and safety of the employee or others; and

7. Consent to drug or alcohol testing and searches.

F. Management Employee Responsibilities.

The Center management employees must:

1. Notify the state or federal granting agency which has funded the work or program, if any, within ten (10) days after receiving notice of any criminal drug statute convictions for a violation that occurred at a site where work is/was being done with a specific grant or contract;
2. Record factors supporting “reasonable suspicion” as defined above and consult with other management staff in order to determine whether there is reasonable suspicion to test an employee as described by this policy;
3. Take appropriate disciplinary action within thirty (30) days of receiving notice of any criminal drug statute conviction that occurred in a Center workplace, up to and including dismissal, or require that the convicted employee participate satisfactorily in a drug abuse assistance or rehabilitation program as a condition for returning to duty; and
4. Take appropriate disciplinary action for any violation of this policy.

G. Employee Assistance Programs.

The Center encourages employees to seek treatment voluntarily for alcohol or drug abuse and to utilize available employee assistance programs or medical insurance providers. Any employee who comes forth and notifies the Center of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness. In such cases, sick leave, or leave of absence without pay may be granted for treatment and rehabilitation as in other illnesses. Employees may be referred to or encouraged to participate in employee assistance programs and such participation may be a mandated alternative to disciplinary action. Participation in an employee assistance program, however, shall not be an automatic exemption of employees from disciplinary action resulting from inadequate job performance.

H. Tobacco Use.

Tri-City Mental Health Center Facilities shall be smoke free. Employees and/or visitors to the Center shall be directed to refrain from smoking within the premises and in other areas designated as “non-smoking” by the Center. The Center reserves the right to limit staff smoking on designated times and to designated areas. It is the policy of The Center that smoking employees will not be granted or allowed to use additional break time or time away from their work station for smoking purposes (in addition to *any* regularly scheduled break time allowed for other employees). Further, to avoid staff modeling of potentially adverse health habits to clients, staff shall not be permitted to smoke when interacting with clients or to take smoke breaks with clients of The Center. E-cigarettes are considered smoking materials and are also subject to this section.

1. *Medical and Recreational Marijuana* – Although medical and recreational marijuana use is legal under California State law, it is still currently illegal under Federal law. Tri-City, as an employer, complies with Federal law and reserves the right to enforce a drug and alcohol free workplace with regard to employees and applicants, in accordance with the law. Tri-City employees are required to refrain from drug and alcohol use immediately prior to and during performance of work-related duties, activities or functions.

Accordingly, medical use of marijuana that may be legal under the State Compassionate Use Act or non-medical recreational use that may be legal under Prop 64 does not constitute an acceptable explanation or excuse for a positive drug test under this Policy, and does not hinder or affect the Center's ability to fail to refuse to hire such applicant as a result of the positive drug test. In such instances, the Medical Review Officer (MRO) will automatically verify such tests as "positive", and the candidate will be disqualified from further consideration.

I. Drug-Free Awareness Program.

The following is The Center's drug-free awareness program:

2. Distribution of a brochure on the dangers of drug abuse to each Center employee and volunteer; and
3. Notification to each Center employee and volunteer of the availability of counseling and treatment of drug-related problems through the Center's Employee Assistance Program provider.

SECTION 10. HOURS OF WORK

A. Normal Work Schedule.

Tri-City full-time employees shall be employed for a 40 hour work week minimum. No full-time employee may be scheduled to work less than 40 hours per week without a direct proportionate decrease in compensation unless otherwise authorized by the Executive Director. Any foreseeable absence or deviation from regular working hours desired by an employee shall, in advance, be cleared through the employee's supervisor, and such absences shall be noted on the employee's e-time sheet.

B. Flexible Work Schedule.

Flexible work schedules (i.e., varied specific starting and ending times of work shifts) within the normal workweek of 40 hours per week or the equivalent are not expressly prohibited by these Rules and Regulations. Executive Management may, at its discretion, approve flexible work schedules for employees or groups of employees to accommodate personal issues; however, the operational needs of the Center and the provision of services shall be the primary issues of consideration in the deliberations of Executive Management.

C. Alternative Work Schedule.

Variations from the traditional five (5) days, eight (8) hours per day work week schedule are not expressly prohibited by these Rules and Regulations. Any alternative work schedules which are variations from the traditional five (5) days, eight (8) hours per day work week for individual employees or groups of employees shall require the approval of Executive

Management after thorough review and resolution of all potential impacts. Request for Modified Workweek Schedule form must be signed and submitted to HR. Employees assigned to an alternative work schedule shall continue to accrue leave time (i.e., sick leave, vacation and holidays) on an hourly basis as provided for in these rules and regulations. If an employee's regular day off ("RDO") falls on a scheduled paid holiday, the employee may take off the workday immediately before or immediately following the holiday; however, it must be in the same pay period so that it's taken within the same 80 hour pay period.

Employees on an alternative work schedule will also continue to have leave time deducted from accumulated hours on an hour-for-hour basis. At the discretion of Executive Management any alternative work schedule may be amended, modified or revoked at any time. Employees assigned to modified duty due to injury or illness or are subject to call-in for jury duty shall be reassigned to the standard five (5) days, eight (8) hours per day work week at the discretion of Executive Management.

D. Holidays on the Alternative Work Schedule.

Additionally, the scheduled paid holiday is an eight (8) hour paid holiday regardless of the agreed upon work schedule, whether it be a traditional or alternative work schedule. It is at the employee's discretion as to how to make up any remaining hour(s) via the use of a leave balance or unpaid hours(s).

E. Meals and Breaks.

Non-exempt employees are required to take a 30 minute meal break after 5 hours of work. Meal breaks must be taken away from the desk or work area. Meal breaks are unpaid and the employee may leave the premises. If an employee works no more than 6 hours in one day, the employee and his/her supervisor may mutually agree to waive the employee's meal break period.

A fifteen (15) minute compensated rest period will be provided for all non-exempt employees for each four (4) hour period of service. The rest periods may not be combined to shorten the workday or to extend the meal period. Break times may not be combined or accumulated.

F. Lactation Breaks

An employee who wishes to express breast milk for her infant child during her scheduled work hours will receive a reasonable amount of additional unpaid time beyond the 15-minute compensated rest period. Those desiring to take a lactation break must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

The Center will make reasonable efforts to accommodate employees by providing an appropriate location, that is not in a bathroom, to express milk in private. The Center will attempt to find a location in close proximity to the employee's work area. Employees occupying such private areas shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed.

All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance. Authorized

lactation breaks for employees assigned to the field may be taken at the nearest appropriate private area.

G. Overtime Pay.

Overtime-eligible employees may not work overtime unless prior written approval is obtained from the employee's Supervisor. Working overtime without advance approval is grounds for discipline.

H. On-Call Duty.

On-Call Duty shall be assigned to affected clinical staff by the Director of Clinical Program Services to meet the needs of the Center either on a voluntary basis, or a mandatory rotating basis at the discretion of the Director of Clinical Program Services. On-call coverage, outside regular business hours, is necessitated by consumer service needs. (Refer to On-Call Pay Policy & Procedure for further details.)

SECTION 11. ATTENDANCE / JOB ABANDONMENT

This section applies to all Center employees.

A. Attendance.

Employees shall be in attendance at their work in accordance with the Rules and Regulations regarding hours of work, holidays and leaves. Employees shall keep records of attendance activities, which shall be reported to the Chief Financial Officer in the form and on the dates specified. Sick leave shall not be considered as a privilege which an employee may use at his or her discretion, but shall be allowed only in compliance with *Rule VI, Section 2. Sick Leave* in these Rules and Regulations.

B. Employee's Duty to Notify of Late Arrival or Absence.

An employee who is unexpectedly unable to report for work as scheduled due to illness or unforeseen circumstances must, absent extenuating circumstances as determined by the employee's immediate supervisor or department head, notify his or her immediate supervisor or designee directly 30 minutes prior to the beginning of the scheduled work time and report the expected time of arrival or absence or request time off.

If the employee's immediate supervisor or designee is not available, the employee must notify the department head or program manager. Calls to reception will not be considered an acceptable form of notification. An employee who fails to provide timely notification as soon as practicable to his/her supervisor of any absence, or who is not present and ready to work during all scheduled work times, will be deemed to have an unauthorized tardy or absence and will not receive compensation for the period of absence. If an employee who is absent without leave fails to return to duty within 24 hours after due notice to return to duty has been issued, he or she may be subject to discipline up to and including discharge.

C. Job Abandonment.

An employee is deemed to have resigned from his/her position if he or she is absent for three consecutive scheduled work days/shifts without prior authorization and without notification during the period of the absence.

SECTION 12. EMPLOYEE PERFORMANCE EVALUATION

This section applies to all Center employees, except the Executive Director.

The primary purpose for performance evaluations is to evaluate the work accomplishments and conduct of employees, to inform employees of their evaluations in writing, to establish goals and objectives for measuring job performance and to assist employees in improving overall job performance.

Employees shall be expected to satisfy the minimum standards established for their positions, which may include, but are not limited to, timely e-timesheet submission, productivity, documentation, attendance and punctuality, etc. The Center reserves the right to withhold pay increases to individuals whose performance does not meet acceptable standards and to differentially reward staff based upon meritorious performance. Reports shall be prepared with a copy to the employee, if requested, and to the Human Resources Department for retention in the employee's employment history/personnel file.

A. Timing of Performance Evaluation Reports.

As provided for in these rules, a performance evaluation of each probationary employee shall be made by respective program managers or their designees as scheduled by the Human Resources Department in the form provided by the Human Resources Department. The employee's performance shall be reviewed at least every three months during the probationary period, and shall be evaluated at the conclusion of the probationary period. After having attained regular employment status the performance review date will change to a fiscal year basis, which may mean an employee will be evaluated for a shorter period of time to reach the fiscal year beginning date of July 1st. Performance Evaluations shall be prepared annually thereafter. All signed Performance Evaluations shall be submitted to HR and placed in the personnel file. A special performance evaluation may be prepared at any time at the discretion of the employee's supervisor to further reflect employee efficiency, character, and conduct.

B. Employee Review/Rebuttal.

The merits or content of a supervisor's report on an employee's work performance is not grievable under the Grievance Procedure established in these Rules and Regulations. Neither does the Disciplinary and Appeals Procedures set forth in these Rules and Regulations apply.

Each performance evaluation report shall be discussed with the employee to point out areas of successful performance and areas that need improvement. If an employee wishes to rebut a performance evaluation report, he/she may take the following actions within ten (10) working days of his/her review of the report:

1. The employee may submit a response in writing to his/her supervisor.
2. If the employee's concerns are not resolved through review by the supervisor, the employee may within ten (10) working days request a review of the performance evaluation report and a written response by the department head.
3. If the employee's concerns are not resolved by review by the department head, the employee may within ten (10) working days request review by the Executive Director.

4. The Executive Director or his/her designee shall review the rebuttal and responses, if any, within ten (10) working days of receipt and issue a final decision.

SECTION 13. EMPLOYEE ACTIVITIES / OUTSIDE EMPLOYMENT

This section applies to all Center employees.

A. General Considerations.

During the employee's work day, he/she is expected to devote his/her full time to the performance of his/her assigned duties as a Center employee. An employee in the competitive service shall not engage in any employment, activity, or enterprise which is inconsistent, incompatible, or in conflict with his/her duties, functions, or responsibilities as a Center employee. Neither shall he/she engage in any outside activity which will directly or indirectly contribute to the lessening of his/her effectiveness as a Center employee.

No employee shall engage in any type of activity relating to an employee organization which interferes with the safe and efficient operation of Center business during such time an employee is on duty, except as provided for by these Rules and Regulations, memoranda of understanding, or state or federal law.

B. Determination of Inconsistent Activities.

In making a determination as to the consistency of outside activities, the immediate supervisor shall consider, among other pertinent factors, whether the activity:

1. Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the Center for the performance of any act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of his/her Center employment or as part of his/her duties as a Center employee; or
2. Involves the performance of an act in other than his/her capacity as a Center employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by such employee or the department by which he/she is employed; or
3. Involves the use of Center time, facilities, equipment or supplies, or the information, certification, prestige, or influence obtained through Center employment for private gain or advantage; or
4. Involves the solicitation of future employment with a firm or individual doing business with the Center over which the employee has some control or influence in his/her official capacity or has a financial interest in a Center contract which the employee is making on the Center's behalf in his or her official capacity, at the time of transaction; or
5. Involves the performance of act or work which may interfere with the employee's ability to effectively perform the duties and responsibilities of his/her job, or involves time demands that would render the employee's performance of his or her regular Center employment less efficient or dangerous to the employee.

6. Requests for approval of outside employment shall be in writing (on the "Outside Employment Request" form located on Summit, the Center's Intranet website). A copy of the form will be placed in the employee's personnel file and provided to the appropriate Program Manager. The form must include the second employer/ agency's name, location, position title, duties, hours, anticipated start date and such other information as may be required.

The request must be approved prior to commencing any outside employment.

7. An outside employment authorization is valid only up to one year. Should the employee continue the outside employment, activity, or enterprise for a longer duration, he or she must make, and is responsible for making, another request following the process in this Policy.
8. If the immediate supervisor denies an employee's outside employment request, the employee may submit a written notice of appeal to the Executive Director within 10 days after the date of the denial. The decision on appeal will be put in Writing, provided within 10 days after the receipt of the appeal, and will be final.
9. Any outside employment authorization may be revoked or suspended during the year it is granted under the circumstances listed below.
 - a. The employee's work performance declines; or
 - b. An employee's conduct or outside employment conflicts with the conditions of the outside work authorization or is incompatible with the employee's work for the Center.

An employee may appeal the revocation or suspension as provided in this Policy.

C. Improper Use of Center Equipment Prohibited.

No Center owned equipment, autos, trucks, instruments, tools, supplies, machine, badge, identification cards, or other items which are the property of the Center shall be used by an employee except upon prior approval of the Executive Director or the latter's designee for managing that property.

D. Compliance with Employment Standards.

All employees will be required to comply with basic employment standards as applicable to their classifications. Basic employment standards will be established in areas which may include, but are not limited to, timely e-timesheet submission, productivity based on direct client service, compliance with client service documentation, attendance and punctuality, etc.

E. Public Information Statement.

1. No employee should speak on behalf of the Center to any outside media (i.e.: newspapers, news reporters, radio stations) without explicit approval from the Executive Director.

2. All employees of the Center must inform their Supervisor or Human Resources as soon as possible of any criminal misdemeanor or felony conviction, regardless of the nature of the conviction.

SECTION 14. RIGHT TO WORK IN THE UNITED STATES/IMMIGRATION REFORM AND CONTROL ACT OF 1986

This section applies to all Center employees.

In accordance with the Immigration Reform Act and Control Act of 1986, all new employees must verify identity and entitlement to work in the United States by providing required documentation.

If an employee loses such rights or is unable to demonstrate that he/she is legally permitted to work in the United States, he/she will be disqualified from employment at the Center resulting in discharge without notice or rights of appeal.

SECTION 15. ANTI-SOLICITATION POLICY

This section applies to all Center employees.

Non-employees may not solicit employees or distribute literature of any kind on Tri-City Mental Health Center premises at any time. Employees may only admit non-employees to work areas with management approval or as part of a Company-sponsored program. These visits should not disrupt workflow. The Center employee must accompany the non-employee at all times. Former employees are not permitted onto Company property except for official Center business. Employees may not solicit other employees during work times, except in connection with a Center approved or sponsored event.

Employees may not distribute literature of any kind during work times, or in any work area at any time, except in connection with a Center-sponsored event. Employees may, however, with written Supervisor approval, leave private fundraiser materials i.e. for schools, Girl Scout cookies, Avon, Tupperware, etc., on display in the employee lunchrooms, allowing employees to participate at their own volition.

The posting of materials or electronic announcements is permitted with approval from Human Resources. Violation of this policy should be reported to Human Resources.

SECTION 16. CELL PHONE / ELECTRONIC DEVICE USE POLICY

This section applies to all Center employees.

A. Applicability and Purpose.

This policy and procedure applies to the use of personal and Tri-City issued cell phone and electronic devices by employees within the course and scope of employment. Violation of this policy may result in disciplinary action up to and including termination.

B. General Policy on the Use of Tri-City Cell Phones and Electronic Devices.

All Tri-City cell phones and electronic devices (“Devices”) are provided as a tool to conduct Tri-City-related business. Tri-City Devices are issued on an as-needed basis with the approval of the Department Head.

All Tri-City employees shall use such Devices in a responsible, appropriate, and safe manner. All employees assigned Devices shall assume the responsibility to use the equipment in accordance with the provisions of this policy. (Refer to Acceptable Use Agreement for further details.)

1. Employees are prohibited from installing any third party equipment to Tri-City Devices unless approved by the employee’s supervisor in writing with final approval from the IT Manager.
2. Employees have no expectation of privacy as to the Devices, including but not limited to data residing in Devices and /or voice mail. Tri-City may inspect that data at any time and without notice, as permitted by state and federal law. Employees must provide Tri-City with username and passwords for any Device upon Tri-City’s request.
3. Employees shall protect Tri-City Devices from loss or damage. An employee assigned a Tri-City Device is responsible for its good care and will be required to reimburse Tri-City’s cost for any damage, or lost Devices due to negligence. If a Device is damaged, fails to work properly, or is stolen or lost, the employee shall immediately notify the Department Head and the Information Technology Department.
4. Tri-City Devices should only be used by Tri-City employees in the performance of their official duties. Personal use of Tri-City Devices, except in emergency situations or for incidental personal use, is strictly prohibited and will result in disciplinary action and reimbursement of charges for personal use. Incidental personal use of Tri-City Devices, as defined by the Center, is allowed if such use is kept to a minimum and limited to break times or non-working hours; does not interfere or conflict with Center operations or the work performance of Center employees; allows an employee to more efficiently perform Center work as determined by his or her supervisor or department head; is not abusive, illegal, inappropriate or prohibited by these Rules; and the employee clearly indicates it is for personal use and does not indicate or imply Center sponsorship or endorsement.
5. Employees shall acquaint themselves with the rate plan that applies to their Device and use their best efforts to make the most economical and cost efficient use of the Device. Cell phones are unique in that they may have charges for both in-coming and outgoing calls and texts. In addition, local calls can still incur airtime charges if the plan minutes are exceeded. A call may be made from a Device only if it cannot be made at any other time with a provided wired landline telephone. Because cell phones have additional “air time” and possible other charges, employees are expected to use a wired landline telephone when available.
6. Employees are prohibited from using the camera function on Tri-City Devices except as authorized by a supervisor for work-related purposes.
7. Tri-City employees are responsible for complying with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Private Health Information (PHI) of Center consumers is not discussed in areas where the public can overhear information; this includes information shared while using Tri-City Devices.

8. No PHI data should ever be sent as text message through a cell phone or other device. Text messaging is allowed as long as staff has prior approval from the client to receive text messages for informational purposes, PHI is not included in the text message and the text message is documented in all related clinical paperwork.
9. A Center employee who is issued a Center cell phone must refrain from using his or her personal cell phone for Center-related business, unless expressly permitted by the employee's immediate supervisor or department head or in emergency circumstances in which the employee does not have access to the Center-issued cell phone.

C. Use of Personal Devices.

1. Employees are required to limit personal Device usage during working hours to breaks or lunch periods. Usage outside of the break and lunch periods should be Minimal and must follow the guidelines of this Policy.
2. Personal Devices must be in silent or vibrating mode during work hours and must not be disruptive to co-workers.
3. Employees are prohibited from using the camera function on personal Devices in the workplace.
4. Employees may not use Personal Devices for work related purposes unless required by his or her official duties and permitted by his or her department head.

D. Use of Devices While Operating a Vehicle in the Course and Scope of Employment

1. In the interest of the safety of our employees and other drivers, Tri-City employees are generally prohibited from using Devices while driving within the course and scope of employment for Tri-City. Personal and/or agency provided cell phones or other electronic devices are generally required to be turned off any time an employee is driving a Tri-City or personal vehicle in the performance of their job duties for Tri-City. They shall not be used for voice, text, or email communications while driving on Tri-City time except in emergency situations where permitted by the California Vehicle Code.
2. As determined by Tri-City management, if your job requires that you keep your Device turned on while you are driving, you must use a hands-free device while using your cell phone to conduct agency business while driving in compliance with the Tri-City Cell Phone/Electronic Device Usage policy and as required by law.
3. In the event of a vehicle accident the camera function on Tri-City Devices may be used to record accident information.

SECTION 17. WORKPLACE SECURITY

This section applies to all Center employees, contractors, volunteers and interns.

A. Policy.

Tri-City is committed to providing a safe and secure workplace for employees and the public. Tri-City will not tolerate acts or threats of violence in the workplace. The workplace includes any location where Tri-City business is conducted, including vehicles and parking lots. Any violation of this policy may lead to criminal prosecution, and/or disciplinary action, up to and including termination.

B. Prohibited Behavior.

Employees are prohibited from engaging in or promoting acts of intimidation, violence, threats, coercion, assault, bullying, and/or abusive behavior toward any person while in the course of Tri-City employment. Tri-City has zero tolerance for any conduct that references workplace violence, even if it was intended to be harmless, humorous, a prank, blowing off steam, or venting.

C. Definitions.

1. "Workplace Violence" is any conduct that causes an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property. Specific examples of workplace violence include, but are not limited to, the following:
 - a. Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property, including but not limited to striking, punching, slapping or assaulting another person.
 - b. The destruction of, or threat of destruction of, Tri-City property or another employee's property.
 - c. Harassing or threatening phone calls.
 - d. Surveillance.
 - e. Stalking.
 - f. Intimidation and/or Bullying Behavior
 - g. Possession of offensive or defensive weapons during work hours or on Tri-City property is prohibited. "Weapons" are defined as firearms, chemical sprays, clubs or batons, knives, or any other device, tool, chemical agent or implement that can cause bodily harm if used as a weapon or displayed in such a manner to cause harm or threaten a person with harm.

D. Incident Reporting Procedures.

1. Employees must immediately report to their supervisor or Program director if they have been a victim of, or have witnessed, workplace violence. The supervisor or program director will report the matter immediately to the Human Resources Manager.
2. The Human Resources Manager will document the incident, including the employee names(s), date/time, location, incident description, witness names and statements, description of unidentified parties, description of the act(s) and/or behavior arising from the incident, action taken, and provide any other relevant information regarding the incident.
3. The Human Resources Manager will take appropriate steps to provide security, such

as:

- a. Placing the employee alleged to have engaged in workplace violence on administrative leave, pending investigation;
- b. Asking any threatening or potentially violent person to leave the site; or
- c. Immediately contacting an appropriate law enforcement agency.

E. Investigation.

The Human Resources Manager will see that reported violations of this policy are investigated as necessary.

F. Management Responsibility.

Each program director has authority to enforce this policy by:

1. Training supervisors and subordinates about their responsibilities under this policy;
2. Assuring that reports of workplace violence are documented and addressed accurately and timely;
3. Notifying the Human Resources Supervisor or Manager and/or law enforcement authorities of any incidents;
4. Making all reasonable efforts to maintain a safe and secure workplace; and
5. Maintaining records and follow up actions as to workplace violence reports.

G. Follow-Up and Disciplinary Procedures.

An employee found in violation of this policy will be subject to disciplinary action, up to and including termination of employment. Tri-City may also direct that an employee submit to a fitness for duty examination. In addition, employees found in violation of this policy may be subject to criminal prosecution.

SECTION 18: ANTI-BULLYING POLICY

This section applies to all Center employees, contractors, interns and volunteers.

A. Purpose.

The Center is committed to providing a safe work environment. In addition to prohibiting all forms of discrimination and harassment, the Center has a zero tolerance policy for any form of intimidation or bullying in the workplace or elsewhere, such as offsite events.

B. Policy.

Every employee and every other individual, including, but not limited to, temporary workers, consultants, independent contractors, volunteers, and visitors has the right to be treated with respect.

Bullying is the use of aggressive behavior with the intention of harming, intimidating,

offending, degrading, or humiliating another individual. Bullying also includes harming, intimidating, offending, degrading, or humiliating another employee whether intentionally or unintentionally. It can include any written, visual, verbal, or physical act, when the act physically harms the individual or damages his or her property; has the effect of interfering with an employee's ability to work; is severe or pervasive; and creates an intimidating or threatening environment. Frequent or severe use of swearing, profane language, or sexually explicit comments violates this Anti-Bullying Policy.

Bullying includes, but is not limited to:

1. Deliberately undermining a person's work or person's participation in the workplace;
2. Tormenting, teasing, offensive innuendo, taunting, abusive comments;
3. Threatening gestures or posturing, physical intimidation, pushing, shoving, punching, unwanted physical contact, any use of violence;
4. Graffiti;
5. Name-calling, sarcasm, spreading rumors;
6. Swearing, using profane, lewd or other offensive language.
7. Abusive Conduct, which is defined as is conduct perpetrated by an employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act does not constitute "abusive conduct," unless especially severe and egregious.

Bullying may also occur via use of electronic or telephonic communications such as internet, email and chat rooms, mobile threats by text-messaging or telephone or cellphone calls or misuse of cameras and video equipment.

C. Complaint Procedure.

Any individual who believes that he or she is being or has been subjected to any form of bullying should immediately report this to his or her supervisor, program director, or Human Resources. In addition, any person who believes that they have witnessed bullying and any person who has received a report of such conduct, whether the perpetrator is an employee or a non-employee, shall immediately report the conduct to their supervisor, program director, or Human Resources.

1. If an Employee reports workplace bullying to Human Resources, the Human Resources Department will document the incident, including the employee names(s), date/time, location, incident description, witness names and statements, description of unidentified parties, description of the act(s) and/or behavior arising from the incident, action taken, and provide any other relevant information regarding the incident.
2. The Human Resources Department will then take appropriate steps based on the

nature of the complaint and will see that reported violations of this policy are investigated as necessary.

D. Policy Against Retaliation.

The Center policy prohibits any form of retaliation against an employee who reports an incident of bullying, or participates in an investigation by the Center or its representatives into allegations of bullying. Additionally, all employees have a duty to cooperate in connection with any investigation by the Center or its representatives into allegations of bullying. Any employee found to engage in retaliation is subject to discipline, up to and including termination.

RULE III. CLASSIFICATION PLAN

SECTION 1. CLASS SPECIFICATIONS

This section applies to all Center employees.

Human Resources will establish and maintain the classification plan covering all classifications in the competitive service. The classification title of a position shall be used in all official personnel and budget records and transactions. Class specifications shall include a listing of sample duties as well as employment expectations of employees in the class. When a new position has been created, the Position Related Changes and Recruitment Form must be completed and signed by the Executive Director, Chief Operations Officer, Chief Financial Officer and Department Director for the new position and submitted to Human Resources for approval. The new position must be approved by the Governing Board and included in the Classifications Specifications before any job posting or recruiting can begin.

SECTION 2. LICENSURE AND CERTIFICATION

This section applies to all Center employees.

Certain job classifications at the Center shall require a current certification or approved license either at hire or within a specified period of time. Acquisition and/or renewal of such license, certification and/or waiver shall be the sole responsibility of the employee, including fees and applications, unless specified in writing and approved in advance by the Executive Director. The absence of a valid required license, certification or approved waiver may be grounds for disqualification for employment and failure to renew a required license, certification or approved waiver, by the expiration date, may constitute grounds for immediate discharge. All applicants/employees that are listed as excluded on the U.S. Department of Health & Human Services OIG (Office of Inspector General) website are subject to immediate discharge.

RULE IV. RECRUITMENT AND SELECTION

This section applies to all Center employees.

SECTION 1. JOB ANNOUNCEMENTS

All positions to be filled in the competitive service shall be publicized by posting announcements on the Center's website, or in such other places as Human Resources deems advisable. The announcements shall specify the title and pay for the position, the nature of the work to be performed; preparation desirable for the performance of the work of the class; the dates, time, place and manner of submitting applications; the closing date for receiving applications and resumes; the minimum requirements for the position; and other pertinent information. There shall be a minimum of ten (10) working days from the date the recruitment opens and until it closes. Resumes must be received in the Human Resources Department by "close of business" on the day the filing time expires. There will be an exception for closed promotional recruitments which shall be posted a minimum of five (5) working days. The time for filing applications may be extended or reopened as needed by Human Resources.

SECTION 2. APPLICATION FORMS

Applications shall be made on forms provided/authorized by Human Resources. Such forms shall require information covering training, experience, and other pertinent information as deemed necessary by Human Resources. All applications must be signed by the person applying. No appointment shall be finalized until a completed official application form is received by Human Resources. Applications are required to be completed online on the CalOpps.org website. It is the responsibility of the applicants to show that they clearly meet the minimum requirements for the position applied for and be able to perform the essential functions of the position with or without reasonable accommodation. The applicants shall certify to the correctness of all statements made on the application. After filing, information on the application may be amended only with the permission of Human Resources. Applicants may be required to submit additional information about their job related qualifications, or to submit evidence of their possession of degrees, licenses or certificates, or of the completion of courses of study or training. Failure to supply such information or evidence may disqualify an applicant.

Applications, resumes, examination papers, and any and all other information submitted as part the examination process become the property of the Human Resources Department and Tri-City Mental Health Center. Resumes/applications will be screened based upon the minimum qualifications indicated in the job announcement. Applicants meeting the minimum qualifications, or those appearing to be the "most qualified", will be selected to participate in successive parts of the selection process. Possession of the minimum qualifications does not ensure that an applicant will be interviewed. Applications/resumes will be reviewed in comparison with all other applications/resumes received.

After a conditional offer of employment has been extended to an applicant, the Center will require the applicant to be fingerprinted and/or subjected to a criminal record check. It may also require the applicant to submit to a fitness for duty examination that is job-related; necessary for efficient operations of the agency; and required of all applicants for the job classification. An applicant who

is required to pass a medical and/or psychological examination will be notified of his/her right to obtain a second opinion at his/her expense and that he/she may submit such second opinions for consideration.

SECTION 3. INTERNAL APPLICANTS

Qualified Employees in good standing may apply for any of the posted positions. The employee must have a 3-month and 6-month signed evaluation on file with HR. The employee must have a minimum of a "Meets" as the final evaluation in order to be eligible. The employee should notify his or her current supervisor that they have applied for an internal position. Any employee actively on a Performance Improvement Plan ("PIP") is not eligible. This provision shall not apply to lateral transfers.

SECTION 4. LATERAL TRANSFERS

An employee may be transferred by the Center at any time from one position to another position in the same or comparable class, involving the performance of similar duties and requiring substantially the same basic qualifications with no change in pay. In addition, an employee may request and be granted a transfer if approved by Human Resources and affected program managers. Only those employees who are currently in a position of equal or greater qualifications shall be considered for the transfer.

The procedure for a lateral transfer is as follows:

1. Hiring Managers with an available vacancy that are interested in accepting lateral candidates shall submit a Position Related Changes and Recruitment Form to advertise the vacancy, either internally or externally.
2. Employees interested in a lateral transfer must submit an application to an open and available recruitment via CalOpps.
3. Qualified and eligible employees may be interviewed by the Hiring Manager.
4. Selection(s) for the lateral transfer will be made by the Hiring Manager or on a first come, first served basis.
5. Both the employee's existing department head and the department head where the vacancy exists must agree upon the transfer.

The Hiring Manager is responsible for completing a performance review/reference check with the potential transferring employee's current manager.

An employee so transferred shall receive the same salary received in the former classification. The employee's base salary will only be transferrable. Bilingual and On-Call Pay will be determined based on the need of the position being transferred into.

SECTION 5. DISQUALIFICATION

Human Resources shall reject any application/resume which indicates on its face that the applicant does not possess the qualifications specified for the position or has not properly completed an application or has excluded other requested supplemental information.

- A. Applications shall also be rejected for any of the following reasons, insofar as they relate to the applicant's ability to perform the job for which the application is made. There will be no written notification sent to the applicant in these following instances:
1. If the applicant does not possess the required license and credentials specified;
 2. If the applicant applying for any position has an "exclusion" as a result of a search on the U.S. Department of Health & Human Services Office of Inspector General OIG exclusions database;
 3. If the applicant has requested to have the application/resume withdrawn from consideration;
 4. If the applicant is not legally permitted to work within the United States;
 5. If the applicant is a current user of illegal drugs;
 6. If the applicant has made false statements of any material fact, or omissions, practices, or attempted to practice any deception on the application/resume or in securing eligibility or appointment;
 7. Failure to be present upon appropriate notification for fingerprinting or medical testing or examination as required;
 8. Unsuitability of an applicant's work record as indicated upon a review of qualifications;
 9. Any material cause which, in the judgment of Human Resources, would render the applicant unsuitable for the particular position, including prior resignation, prior termination or a significant disciplinary action with the Center.
- B. An applicant will be provided written notification in the following instance: If the applicant has been convicted of either a misdemeanor or a felony that directly and adversely relates to the specific position duties that the applicant would perform. Unless required by law, the Center will not deny employment to any applicant solely because he or she has been convicted of a crime. The Center may, however, consider the nature, date and circumstances of the offense, evidence of rehabilitation, as well as whether the offense is relevant to the duties of the position.
- C. An applicant may be rejected if the applicant is related by blood or marriage to an existing employee and if Human Resources make findings that hiring a relative in the particular position could adversely affect supervision, security, or morale within the department.
- D. False statements or evidence that an employee committed deception or fraud in his/her application will be cause for discharge.

SECTION 6. EMPLOYMENT OF RELATIVES AND SPOUSES/DOMESTIC PARTNERS

It is the Center's policy not to discriminate in its employment and personnel actions with respect to its employees, prospective employees, and applicants on the basis of marital status, domestic-partner status and relatives. No employee, prospective employee or applicant shall be improperly denied employment or benefits of employment on the basis of his/her marital status or relatives. This policy also applies to the selection of persons for a training program leading to employment.

Marital status is defined as an individual's state of marriage, divorce or dissolution, separation, or other marital state for the purpose of this anti-discrimination policy. Relatives for the purposes of this section is defined as spouse, registered domestic partner, parent, children (including foster care children), brother, sister, half-brother, half-sister, mother-in-law, father-in-law, grandparents, grandchild, aunt, uncle, niece or nephew.

Notwithstanding the above provisions, the Center retains the right:

- A. To prohibit relatives from working in the same department, division, program or facility where such has the potential for creating adverse impact on supervision, safety, security, or morale or involves potential conflict of interest. For example, one relative will generally not be permitted to maintain a supervisory relationship over another relative. A "supervisory relationship" is defined as one in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned to his or her Center appointment.
- B. When two employees, employed by the Center in the same department, division, program or facility marry or file for legal status as domestic partners and where such has the potential for creating adverse impact on supervision, safety, security or morale, the Center will attempt to transfer one spouse (or domestic partner) to a similar classified position in another department, division, program or facility. Although the wishes of the involved parties as to which spouse (or domestic partner) will be transferred will be given consideration by the Center, the controlling factor in determining which spouse (or domestic partner) shall be transferred shall be the positive operation and efficiency of the Center.

If any such transfer results in a reduction in salary or compensation, the transfer shall not be considered disciplinary in nature and shall not be subject to any form of administrative appeal. If continuing employment of two spouses (or domestic partners) cannot be accommodated in a manner consistent with the Center's interest in promotion of safety, security, morale and/or efficiency, the Center retains sole discretion to separate one spouse from Center employment. Absent resignation by one affected spouse (or domestic partner), the less senior of the involved parties will typically subject to separation and the same shall not constitute discipline and shall not be subject to any administrative appeal. However, if in the Center's discretion, the retention of the less senior spouse (or domestic partner) would better serve the interest of the Center, the said spouse (or domestic partner) shall be retained.

- C. To maintain or adopt bona fide health plans which provide additional or greater benefits to employees with dependents than to those employees without or with fewer dependents. Where such bona fide health plan discriminates against individuals on the basis of marital status, benefits shall not be conditioned upon whether an employee is "head of household," "principal wage earner," "secondary wage earner," or other similar status.

SECTION 7. SUBJECT AND METHOD OF EXAMINATIONS

Examinations shall be competitive and may consist of written test, oral test, appraisal interview, performance test, evaluations of prior training, experience and education; or any combination thereof. Each examination must be job related and must be designed to test the ability of an individual to perform the duties of the job. The scope and type of examination is to be determined by Human Resources. If a person fails to pass such an examination, he/she may be disqualified from consideration for employment. Each candidate invited to an examination shall be given written notice of the examination results.

As the needs of the Center may require, promotional examinations may be conducted and may consist of evaluation of prior service, accomplishments in special training courses, or other tests. All candidates for promotion must be employees of the Center and must possess the minimum qualifications as set forth in the specifications of the class to which promotion is sought.

SECTION 8. CONDUCT OF EXAMINATIONS

Human Resources will determine the manner, methods, applicant pool, and by whom examinations will be given. The Center may contract with any competent agency or individual for the performance by such agency or individual for giving or scoring examinations.

SECTION 9. ELIGIBILITY LISTS

Eligibility lists may be established by Human Resources following a competitive examination process and will consist of the names of persons successfully passing a competitive examination process. Under circumstances in which an open and continuous recruitment is posted and conducted, Human Resources may approve the appointment of a qualified applicant without the establishment of an eligibility list. Eligibility lists shall be valid and in effect for a period of up to one year.

An eligibility list may be extended by action of Human Resources for additional six-month periods. If less than three (3) names of qualified applicants are available for appointment, Human Resources may declare the list invalid. Names shall be removed from an eligibility list for any of the following reasons:

- A. If an eligible requests orally or in writing that his/her name be removed.
- B. If an eligible fails to accept an offer of employment from the Center.
- C. If an eligible on a promotional list resigns from the Center.
- D. If an eligible, in a medical examiner's opinion, is unable to perform the essential functions of the position even with reasonable accommodation.
- E. If a person on the eligibility list leaves no forwarding address at which he/she can be contacted by mail.
- F. If an eligible is found to be unsuitable for the position by the immediate supervisor.

SECTION 10. **TYPES OF APPOINTMENTS**

All vacancies in the competitive service, other than temporary vacancies, shall be filled by reinstatement, transfer, demotion or from an appropriate eligibility list, if available. In the absence of persons eligible for appointment in the above manner, temporary appointments may be made in accordance with these rules and regulations.

A. Appointment.

After interview and investigation, Human Resources shall effect the appointment by notifying the selected candidate subject to passing the required examinations listed below, and if the applicant accepts the appointment and presents himself/herself for duty within the period of time as the immediate supervisor shall prescribe, he/she shall be deemed to be appointed; otherwise, he/she shall be deemed to have declined the appointment.

Prior to appointment to a position in the competitive service, a person may be required to pass a medical (possibly including drug/alcohol screen), and/or physical examination plus fingerprinting and processing through the California Department of Justice in keeping with California Code of Regulations section 703(d) to the satisfaction of Human Resources.

B. Emergency Appointments.

To meet the immediate requirements of an emergency condition, a supervisor may in his or her discretion retain persons as Center employees on a temporary basis as may be needed for the duration of the emergency which may exceed 60 working days without regard to the personnel rules affecting appointments. Such appointments shall be reported to Human Resources within 24 hours and shall require approval of the Executive Director and shall be terminated at the discretion of the Center regardless of cause or reason as determined by the Executive Director or his or her designee.

C. Temporary Appointments.

Temporary appointments may be made by Human Resources of persons who possess the qualifications for the position. A temporary appointee is typically a person with some administrative experience brought in to the Center to complete a short term project. Such appointments shall not continue for a period in excess of any six (6) months unless approved by the Executive Director. Temporary employees will not be entitled to annual vacation leave with pay, or holiday pay as is provided in these rules. Temporary employees will be provided with sick leave to the minimum extent required by law. However, if a temporary appointment is converted to a probationary appointment without interruption of service, the period of temporary service may be credited towards the completion of the probationary period. Annual vacation leave will not accrue for the period of service that the temporary appointee has served and received compensation for as provided in these rules. All temporary assignments must be made within budget limitations and shall not be the basis for preferential hiring consideration.

D. Provisional (Interim) Appointments.

When the service demands of the Center are such that a management level position is open and it could adversely affect the immediate operations of the Center not to promptly fill it and an immediate open competitive recruitment process is not practical and/or in the absence of an eligibility list for such a management level position, the appointing authority may make a provisional appointment. A provisional appointee is typically a person with management level

expertise and/or has a highly skilled specialty that would require an intensive and lengthy recruiting process.

1. Any person appointed in provisional status shall meet the minimum qualifications for the position to which he/she is being appointed.
2. No person shall remain in the provisional appointment status for more than 12 months, except as approved by the Executive Director. Except in cases of retired annuitants, in which the appointment would be limited to 960 hours per fiscal year.
3. A provisional appointee who is subsequently appointed to a regular position shall be entitled to credit for the time served in the provision status toward the completion of his/her probationary period.
4. A provisional employee shall be entitled to the same salary and benefits as a regular employee.
5. Prior to being appointed in a regular status, a provisional appointee shall successfully complete the competitive examination/interview process.
6. A provisional appointment shall not be the basis for preferential hiring consideration.

E. Trainee Appointments.

When it becomes necessary for the appointing authority to fill an open classification with a less qualified person than required by the classification, and elects to train the person until minimum qualifications are met, the appointing authority may fill the classification with a trainee.

1. Trainee status may be assigned to any classification.
2. The training period may not exceed 12 months, except that it may be extended an additional six (6) months upon approval of the appointing authority.
3. The salary range for the trainee will be the minimum salary range of the classification in which the employee is a trainee.
4. During the training period, the trainee will be entitled to the same benefits as a probationary employee.
5. Upon successful completion of the training period as determined by the department supervisor, the trainee may be promoted to the probationary status and the regular salary range for that classification without completing the competitive examination/interview process.
6. Trainee appointments are considered transitional assignments to positions in regular classifications. A trainee who is subsequently transitioned to a position in a regular classification shall be required to serve a probationary period of 6 months after such appointment.
7. Failure of a newly hired trainee to meet the qualifications of the classification during the training and/or probationary period as determined by the department supervisor will be cause for rejection from trainee status/probation.

8. A regular employee who is transferred to trainee status and fails to meet the qualifications of the classification during the training and/or probationary period will be transferred back to the person's prior regular classification or to one similar in pay.

F. Lead Appointments.

To recognize personnel within existing classifications who are providing lead services such as clinical supervision for paraprofessional and/or licensure hour accrual, but do not necessarily meet promotional classification qualifications or wish to be considered for promotional consideration, the appointing authority may designate a Lead appointment(s) within existing classifications.

1. The appointing authority may designate Lead status within existing classifications and add the term "Lead" to the working position title in order to recognize additional responsibilities of leading the activities of co-workers.
2. A five percent (5%) differential in pay will be applied to the base rate of pay upon designation of Lead status.
3. Lead appointment designation and corresponding 5% pay differential pursuant to Subparagraph B above shall be removed at the discretion of the appointing authority without notice, cause or right of appeal.
4. Lead pay and the employee's appointment to lead shall take effect at the beginning of the first pay period following the employee's notification of his/her assignment.

G. Additional Duty Appointments.

Assignment to cover a position, which is temporarily vacant due to staff/supervisor being on a leave or unable to fulfill the duties of their position for a period not to exceed 6 months or based on HR review. Supervisors/Managers who have direct report vacancies are excluded from this provision.

1. The appointing authority may designate additional duty appointment to another staff within the same department in order to recognize additional responsibilities for covering their duties.
2. The additional duty assignment(s) must take place for a period of four (4) consecutive weeks or more.
3. A five percent (5%) differential in pay will be applied to the base rate of pay upon designation of this appointment.
4. The five percent (5%) differential in pay will be removed at the completion of assignment
5. The five percent (5%) differential in pay and the employee's appointment to additional duties shall take effect at the beginning of the first pay period following the employee's notification and effective date of his/her assignment.

SECTION 11. REINSTATEMENT

With the approval of Human Resources and Executive Management, an employee who has resigned with a good record may be reinstated within six months to his/her former position, if vacant, or to a vacant position in the same or comparable class. Upon reinstatement, all benefits shall be restored to the employee at the same level at which they were earned at the time of resignation.

SECTION 12. AVAILABILITY

For purposes of quality client services, supervisors of clinical areas must reside within a reasonable distance of the Center so as not to interfere with their job responsibilities. Clinical supervisors shall reside within a 90-minute commute to the Center in heavy traffic. After hours on-call staff shall reside within a 30-minute commute to the Center in heavy traffic.

SECTION 13. PROBATIONARY PERIOD

This section applies to all full-time, regular employees employed by the Center with the exception of Executive Management, part-time and at-will positions.

A. Extension of Probationary Period

(The Personnel Rules and Regulations were updated on November 18, 2015 to change the probationary period from 1 year to 6 months)

All original, promotional and reinstatement appointments shall be tentative and subject to a probationary period of 6 months. The probationary period is part of the testing process and shall be utilized for closely observing the employee's work such as conduct, capacity, efficiency, skill, responsibility, integrity, and effectiveness to determine whether the employee is fully qualified for employment in the classification and position to which the employee has been appointed.

A Manager/Director may recommend, and the Executive Director may extend, an employee's probationary period by a maximum of six (6) months past the end of the initial probationary period for performance reasons. In order for probation to be extended, there must be a 3-month signed evaluation on file in the Personnel file and the request for extension must be received by HR no later than the 5th month of the probationary period.

An employee's probationary period will automatically be extended by the length of any absence of a week or more.

B. Rejection During Probationary Period.

During the probationary period, an employee may be rejected at any time by the appointing power without cause, without notice, and without appeal, grievance, or any rights described in Rule IX regarding Discipline. If the service of a probationary employee has been satisfactory, then the Manager shall file with Human Resources a performance evaluation stating the retention of such employee is desired. If, after the completion of a probationary period, no statement is filed stating that the probationary employee is rejected, or no evaluation is timely completed, the employee shall be deemed to have attained regular employment status.

C. Use of Leave While on Probation

While on initial probation, new employees may not use vacation leave accruals. New employees, however, may use floating holidays, compensation time off, and sick leave, where applicable. This provision does not apply to employees on promotional probation.

Employees are entitled to use any applicable leave balances while on promotional probation provided that they have completed initial probation.

D. Probationary Period After Promotion.

Promotions to a higher classification will be assigned a new probationary period. Any employee receiving a promotion to a higher level within the same classification will maintain the same probationary period. A promoted employee does not have a property interest in his or her prior position if an employee fails to successfully complete the promotional probation period.

A promotional probationary employee may be rejected at any time during the promotional probationary period with or without cause or reason, without notice or appeal or grievance, and without any rights described in Rule IX regarding Discipline. If the employee fails to complete the probationary period in the promotional position satisfactorily, the employee may return to the position held prior to promotion at the range and step held prior to promotion, if there is a vacancy in the prior position, unless he or she is terminated for cause.

Should the original position no longer be available, the employee may be returned to a similar position provided they meet qualifications and a position is available, or they may be released without cause, without notice or appeal, and without any rights described in Rule IX regarding Discipline. No new probationary period shall be required upon demotion or reinstatement to a lower class following rejection from probation.

E. Employee's Responsibility.

It is the responsibility of the employee to meet and to strive to exceed the minimum standards established for work accomplishment and conduct, to strive to improve work effectiveness, and to perform at highest competency levels.

RULE V. COMPENSATION PLAN

This section applies to all Center employees with the exception of the Executive Director unless otherwise specified.

SECTION 1. SALARY RANGE

The Human Resources Department or the person or agency employed for that purpose shall establish a salary range for each classification in the competitive service showing the minimum and maximum salary amounts. The minimum salary for each classification shall be thirty percent to sixty percent (30% - 60%) below the maximum salary. All salary ranges shall be adopted by the Governing Board by resolution. The Executive Director retains the authority to adjust salary on a case-by-case basis within the range at any time if it is determined that the current salary adversely affects recruitment and retention. All salary ranges must be included on the Fiscal Year pay schedule and must also be approved by the Governing Board.

Tri-City will not discriminate in assigning wage rates on the basis of sex, race, or ethnicity, and will not pay an employee at a wage rate less than the rate paid to an employee of the opposite sex, or of a different race or ethnicity, for performing substantially similar work, taking into consideration skill, effort and responsibility, and which is performed under similar working conditions. This restriction does not limit Tri-City's ability to assign different wage rates to employees based upon factors other than sex, race, or ethnicity, including but not limited to, seniority, merit, education, training and experience.

A. Review and Adjustment of Pay Ranges.

Tri-City has implemented a system that enables regular review of all salary ranges for adjustments contingent upon Tri-City's financial ability to pay. If Tri-City is in the financial position to do so, as determined by the Executive Director and Chief Financial Officer, all salary ranges will be reviewed on an annual basis in comparison to the relevant labor market for adjustment. The Executive Director and Chief Financial Officer will notify the Human Resources Department of any revisions to the schedule for the annual review of all salary ranges, based on each fiscal year budget.

SECTION 2. SALARY APPOINTMENT

Generally, new employees are appointed to the minimum of the salary range for the particular class in which the appointment is made. When in the judgment of Human Resources and with the recommendation of the appointing authority the education, training, and/or experience of the proposed employee justify a salary amount in excess of the minimum, Human Resources may authorize a salary appointment at an amount that does not exceed the mid-point of the salary range. Any initial salary appointment to an amount in excess of the mid-point of the salary range shall require the written approval of the Executive Director and Chief Financial Officer. Initial employment at a salary amount above the minimum may also be authorized by Human Resources when a particularly difficult recruiting problem for a class is found to exist.

SECTION 3. ANNIVERSARY DATE

New employees shall have their initial anniversary date set on their appointment date. Promoted, reclassified, or demoted employees shall have a salary anniversary date established as the date on which the employee begins performing the duties of the position as determined by the Center. Salary changes shall be made effective on the first day of the closest pay period.

There shall be no loss in seniority for vacation, departmental selection of assignments or other related matters. After a new hire, promoted, reclassified, or demoted employee has completed his/her probationary period they will revert to a July 1st salary anniversary date.

SECTION 4. SALARY ANNIVERSARY DATE

A. Establishment of Salary Anniversary Date.

All employees who receive appointments in the competitive service shall be evaluated near the end of 12 months of employment for consideration of merit salary increase. This will establish the employee's salary anniversary date. After a new hire, promoted, reclassified, or demoted employee has completed his/her probationary period and received their performance evaluation and related salary adjustment (if any) they will revert to a July 1st salary anniversary date.

B. Adjustment in Salary Anniversary Date.

A salary anniversary date will revert to a July 1st salary anniversary date after a new hire, promoted, reclassified, or demoted employee has completed his/her probationary period.

SECTION 5. SALARY INCREASES

Annual salary increases are contingent upon Tri-City's ability to pay, as determined by the Chief Financial Officer.

Salary increases within a salary range shall be granted to an employee based on merit in conjunction with an evaluation of his/her work performance. A merit salary increase must be recommended by the first line supervision and approved by the department head and the Human Resources Department. The amount of a merit salary increase, if any, will be based on the employee's achievement as recorded in a performance evaluation report based on the following guidelines, however, in consultation with the Chief Financial Officer and the Chief Operations Officer, the Executive Director retains the authority to adjust salary on a case-by-case basis at any time if it is determined that current salary adversely affects recruitment and retention. At no time can an employee be paid over their assigned pay grade range.

After a new hire, promoted, reclassified, or demoted employee has completed his/her probationary period and received their performance evaluation and related salary adjustment (if any) they will revert to a July 1st performance evaluation date for their next evaluation. This could mean that the employee is given a performance evaluation before completing their second full year of service to put them on a July 1st evaluation schedule. Any related adjustment to salary will be calculated on a pro-rata basis. If the employee's July 1st evaluation is six months after the initial performance evaluation and salary adjustment, the recommended percentage increase is multiplied by 6/12 (or 50% which is equal to six [6] months divided by 12 months) to get a pro-rated percentage increase. All salary increases will be effective the first day of the pay period following the anniversary date.

A. Guidelines.

Tri-City places high value on caring, helpful service to clients and the public, development of creative workable solutions to problems, timely submission of activity logs, productivity based upon direct client service, compliance with client service documentation standards, dedication and hard work, self-improvement, cooperation with co-workers, enhancement of the Center's positive image, the accomplishment of goals and objectives established by the employee's supervisor, and program cost effectiveness.

The Executive Director and Chief Financial Officer will consider each fiscal year's merit increase percentages based on Tri-City's ability to pay based on that fiscal year's budget. The Chief Financial Officer will notify the Human Resources Department of the approval fiscal year merit increase percentage. The Human Resources Department will be responsible to inform all staff prior to the July 1 merit increase anniversary date. The Executive Director and Chief Financial Officer also retain the authority to revise the merit rating schedule, such as eliminating all ratings except for Meets Expectations.

1. An employee whose overall work performance is rated as "Meets Expectations" may be eligible to receive a merit salary increase, subject to the supervisor's recommendation and management approval.

2. An employee whose overall work performance is rated as “Acceptable in most areas, improvement needed in some” may be eligible to receive a merit salary increase, subject to the supervisors recommendation and management approval; however, the evaluating supervisor may delay implementation of the salary increase pending the results of a special performance evaluation focusing on the areas in which improvement is needed.
3. An employee whose overall work performance is rated as “Exceeds Expectations” may be eligible to receive a merit salary increase, subject to the supervisor’s recommendation and management approval.
4. An employee whose overall work performance is rated as “Exceptional/Exceed all Expectations” may be eligible to receive a merit salary, subject to the supervisor’s recommendation and management approval.
5. Employees whose overall work performance is rated as “Immediate Improvement Needed” shall not be granted a merit salary increase and may be subject to disciplinary action and/or placed on a Performance Improvement Plan.

B. Performance Improvement Plan (PIP).

An employee who does not receive at least a “Meets Expectations” annual evaluation, may be placed on a Performance Improvement Plan (PIP). This Plan is completed by the employee’s supervisor and should outline goals and expectations in order to assist the employee in improving his/her job performance. This plan must be approved by the Department Director (e.g. Director of Clinical Program Services, Chief Financial Officer, Chief Operations Officer, Chief Compliance Officer, Director of MHSA and Ethnic Services, Medical Director) and the Human Resources Department.

SECTION 6. SALARY INCREASE PROCEDURE

The following provisions shall govern the salary increase procedures for all employees in the competitive service.

A. Notification of Eligibility.

Thirty days prior to each employee’s salary anniversary date and annually thereafter until the employee reaches the maximum of the salary range for his/her class, Human Resources shall advise the program supervisor in writing of the employee’s pending eligibility for a performance evaluation and a merit salary increase. Please refer to Rule IV, Section 4 Lateral Transfers.

B. Notification of Authorization to Accounting.

If the supervisor recommends the employee for a merit increase, Human Resources shall notify the Accounting Department by Personnel Action Form of the approved merit salary increase and such notification shall constitute authorization for the Chief Financial Officer to make payment to the employee at the specified higher rate.

Such payment shall commence at or be retroactive to the employee’s salary anniversary date, or July 1st of the fiscal year as stated in Rule V, Section 4(b), Adjustment in Salary Anniversary Date.

C. Postponement of Merit Salary Increase.

A supervisor may choose not to recommend that an employee receive a salary increase in conjunction with the salary anniversary date and postpone consideration pending further review of the employee's performance.

If, during or at the conclusion of the period of postponement, the supervisor recommends that the employee receive a merit salary increase, Human Resources shall notify the Chief Financial Officer by Personnel Action Form of the approved merit salary increase, and such notification shall constitute authorization for the Chief Financial Officer to make payment to the employee at the higher rate. Such payment shall commence at the beginning of the nearest pay period closest to which the recommendation is made.

D. Failure to Process Eligibility for Merit Salary Increase.

Should an employee's salary anniversary date be overlooked through error, and upon discovery of the error the employee is recommended and approved for a merit salary increase, the Chief Financial Officer shall honor a request for retroactive payment compensating the employee from the employee's salary anniversary date, or July 1st of the fiscal year as stated in Rule V. Section 4(b), Adjustment in Salary Anniversary Date.

SECTION 7. SALARY ON PROMOTION

An employee who is appointed to a position in a class allocated to a higher salary range than the class in which he/she formerly occupied a position shall receive a salary rate that is at least four percent (4%) higher than his/her previous base salary, or to the maximum of the 50th percentile of the new salary range. A supervisor can determine the salary increase based on years of service and responsibilities. This will allow for Supervisors to adjust the salary in cases where a long term employee, who after being promoted, is only at the new minimum salary range. The promotion and corresponding pay increase shall take effect at the beginning of the first pay period following the employee's notification of his/her promotion. The effective date of the promotion shall determine the employee's new salary anniversary date, for the six-month promotional probationary period only. Thereafter, the salary anniversary date will revert to July 1st of each fiscal year as stated in Rule V. Section 4(b), Adjustment in Salary Anniversary Date.

SECTION 8. SALARY ON TRANSFER

An employee who is transferred from one position to another in the same class or to another position in a class having the same salary range shall be compensated at the same rate in the salary range as he/she previously received. The employee's salary anniversary shall remain the same as it was before the transfer. Please refer to Rule IV, Section 4 Lateral Transfers.

SECTION 9. SALARY ON REINSTATEMENT

Notwithstanding other provisions of these Rules and Regulations, a person reinstated (within six (6) months) in: A) a position allocated to a class in which he/she previously held regular status and from which he/she was separated in good standing; or B) a position allocated to a class which is comparable as determined by the Center to a position to which he/she previously held regular status and from which he/she was separated in good standing may, with the approval of the Executive Director, Chief Fiscal Officer and the program manager in which he/she would be reinstated, be appointed to the same rate in salary range for the particular class of position as the rate in which he/she occupied at the effective date of his/her resignation. Upon reinstatement, the employee's anniversary date shall be determined by the effective date of the reinstatement.

SECTION 10. SALARY ON DEMOTION

The salary of an employee who is demoted to a position in a class allocated to a lower salary class than the class in which he/she formerly occupied a position shall be determined as follows:

A. Involuntary Demotion.

An employee who is involuntarily demoted to a position in a class allocated to a lower salary range than the class in which he/she formerly occupied a position shall have his/her monthly salary reduced to the nearest lower monthly salary rate in the salary range for the class to which he/she has been demoted. In lieu of a reduction in salary, the Executive Director may approve a "Y" rate for the employee. A "Y" rate exists when the employee's salary is frozen at the present level until such time as subsequent general salary range increases catch up with or exceed the employee's salary at the "Y" rate. He shall not be required to serve a probationary period in the lower position unless he/she has not completed his/her initial probationary period as required in this section. In such case, he/she will be required to complete his/her probationary period in the lower position. The employee shall retain the salary anniversary date he/she had in the higher position.

B. Voluntary Demotion.

An employee who is demoted at his/her own request to a position in a class allocated to a lower salary range than the class in which he/she formerly occupied a position shall have his/her monthly salary reduced to the nearest lower monthly salary in the salary range for the class to which he/she has been demoted. In lieu of a reduction in salary, the Executive Director may approve a "Y" rate for the employee.

A "Y" rate exists when the employee's salary is frozen at the present level until such time a subsequent general salary range increases catch up with or exceed the employee's salary at the "Y" rate. He/she shall not be required to serve a probationary period in the lower position unless he/she has not completed his/her initial probationary period as required by this chapter. In such case, he/she will be required to complete higher probationary period in the lower position. The employee shall retain the salary anniversary date he/she had in the higher position.

SECTION 11. SALARY ON POSITION RECLASSIFICATION

The salary of an employee in a position that is reclassified shall be determined as follows:

A. Class with Same Salary Range.

If the position is reclassified to a class with the same salary range as the previous class, and if the incumbent is appointed to the reclassified position, the salary rate and the salary anniversary date of the employee shall not change. This provision shall also apply to the change of class title, provided there is no change in the basic duties of the position.

B. Class with Higher Salary Range.

If the position is reclassified to a class with a higher salary range as the previous class, and if the incumbent is appointed to the reclassified position, he/she shall be compensated at a rate in the new salary range which comes nearest to and/or higher than the rate he/she held in the previous salary range.

C. Class with Lower Salary Range.

If the position is reclassified to a class with a lower salary range than the previous class, and if the incumbent is appointed to the reclassified position, his/her salary shall not change unless it is greater than the maximum of the lower salary range, in which case, the Executive Director shall approve a "Y" rate for the employee. A "Y" rate exists when the employee's salary is frozen at the present level until such time as subsequent general salary range increases equal or exceed the employee's salary at the "Y" rate. The incumbent's salary anniversary date shall not change.

D. Employee Incentive Pay

If an employee obtains a license, degree, or certification that requires continuing education units (CEUs) and that is determined by the Department Head to be of value to the Center and relative to their job classification, they may be eligible for a one-time 4% salary increase subject to Department Head and Human Resources approval. The employee must present documentation and the license, degree, or certification must enhance skills relevant to their current position, as determined by the Department Head, for consideration.

E. Step Increases

If there are multiple pay steps within the same classification and an employee has occupied his or her current position for at least 12 months, has increased responsibilities, and has maintained a Meets Expectations on all Performance Evaluations while in his or her current position, the Department Head may grant a one-step pay increase without posting an opening, as a natural career progression.

Upon moving to the higher step, the employee receives a 4% increase above their base salary at the time of the increase along with the title number change. If the employee has obtained a license, degree, or certification which qualified them for the step increase, the employee is only eligible for the 4% salary increase for meeting the requirements of that step. The step increase shall take effect at the beginning of the first pay period following the employee's notification of his/her increase.

SECTION 12. OVERTIME

It is the policy of the Center to avoid overtime work whenever possible. In cases of emergency, however, or whenever public interest or necessity requires, any employee may be directed by proper authority, and is expected to perform, overtime work.

A. Definition of Overtime.

Overtime is hours worked by non-exempt employees in excess of 40 hours in a seven (7) day work week. "Hours worked" shall mean hours actually worked and does not include paid leave (i.e., vacation, sick leave, compensatory time, etc.). No overtime shall be recorded or reported for less than 40 hours worked over a seven (7) day work week.

B. Prior Authorization.

Overtime must be authorized in writing in advance by the Center. All overtime requests must have the prior written authorization of a supervisor prior to the commencement of such overtime work.

Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable.

Dispatched calls beyond the end of duty time are considered as authorized. Working overtime without advance approval is grounds for discipline. Employees are cautioned not to spend excessive amount of time at their workstation before or after their normal work period or during their meal breaks. Meal breaks should be taken away from the employee's workstation. This incidental time will not be compensated in any manner whatsoever unless prior authorization of a supervisor is obtained. It is the Supervisor's responsibility to approve their assigned staff's timesheets before submission to Accounting to authorize any overtime work performed.

C. Rate.

Employees who have worked overtime hours shall be compensated as follows based on that status of their classification under the Fair Labor Standards Act (FLSA).

1. *FLSA-Covered Employees.* Employees in non-exempt classifications under the FLSA shall be compensated at a rate of time and one-half for all overtime hours.
2. *Exempt Employees.* Employees in classifications that have been determined to be exempt under the FLSA due to their managerial, supervisory or professional status as determined by the Executive Director per Department of Labor guidelines may be compensated at a rate of straight time in the form of compensatory time off, as described in section D(2) below. Such compensatory time shall not be accrued without prior authorization from the employee's supervisor.

At the discretion of the Executive Director, Exempt employees may be required to work overtime without additional compensation to meet unusual operational needs of the Center.

D. Compensatory Time Off.

1. *FLSA-Covered Employees and Executive Management.* Non-Exempt and Executive Management employees are not eligible to receive compensatory time. Executive Management employees refer to the Resolution.
2. *Exempt Employees.* As stated in sub-section C (2) above, exempt employees who do not have a legal entitlement to overtime compensation may be permitted to receive compensation for overtime in the form of compensatory time off at the straight time rate at the discretion of the Center. Exempt employees may be permitted to accumulate or "bank" up to 60 hours of compensatory time with pre-approval from their supervisor; however exempt employees shall not be eligible to receive pay for compensatory time hours on the books during employment. Rather, exempt employees may utilize accumulated compensatory time hours only in the form of time off in accordance with established vacation utilization procedures. Accrued compensatory time off, if available, shall be used first before using vacation leave

balances. Exempt employees shall be entitled to carry over unused accumulated compensatory time hours from one fiscal year to the next. If an employee leaves Center employment before exhausting compensatory leave balances, the remaining compensatory leave balance will be paid off in the separating employee's final paycheck.

3. *Approval of Use*

Use of compensatory time must be pre-approved by the employee's Supervisor/Manager/Department Director prior to commencing use for all employees. Compensatory time shall not be used for injury or illness-related absences in lieu of sick leave when sick leave is available unless otherwise required by state or federal law.

SECTION 13. EXCEPTIONAL PERFORMANCE AWARDS

Consistently exceptional performance may be recognized in the form of an Exceptional Performance Award. The provision of such an award shall be a discretionary action requiring review and approval of the Executive Director. An Exceptional Performance Award may be made on a one-time, lump sum basis during any fiscal year and is dependent upon the availability of funds as determined by the Executive Director and Chief Financial Officer. An Exceptional Performance Award may be granted to an employee in addition to a merit salary increase. The Center's ability to provide Exceptional Performance Awards is contingent upon the availability of funding guaranteed through employee productivity.

A. Annual Initiation of Program.

On a fiscal year basis, the Chief Financial Officer, with the approval of the Executive Director, shall determine whether sufficient funding has been received within the Center to initiate the Exceptional Performance Award program for that particular fiscal year. If a determination is made that funds are available, the Executive Director shall issue a memorandum to supervisory staff advising of such and the time period during which recommendations for Exceptional Performance Awards will be considered.

B. Amount of Award.

An employee may receive a one-time, lump sum Exceptional Performance Award of up to eight percent (8%) of his/her annual regular earnings from Tri-City during the previous fiscal year.

C. Eligibility.

To be eligible for an Exceptional Performance Award an employee shall have completed the probationary period with at least 12 months of full-time service with the Center. However, under rare special circumstances, the Executive Director may authorize an Exceptional Performance Award for an employee who has not yet completed the probationary period and 12 months of employment with the Center.

An employee who has informed the Center of his/her intent to resign or retire from employment with Tri-City shall not be eligible to receive an Exceptional Performance Award. To be eligible, an employee must consistently exceed performance level standards.

D. Justification.

An Exceptional Performance Award may be granted to recognize an employee's excellent job performance which has produced increased productivity or efficiency, has been above and beyond the call of duty and/or is consistently maintained at an outstanding level.

To receive an Exceptional Performance Award, an employee must be recommended as a recipient in a memorandum written to the Executive Director by the employee's supervisor or department head. The justification memorandum to the Executive Director shall describe in detail the employee's accomplishments in one or more of the following categories:

1. Submittal of ideas and/or taking action that has resulted in increased productivity and/or efficiency.
2. Outstanding actions that have brought credit to the Center, or improved its services and/or image.
3. An option or actions performed that would not normally be expected of the employee's classification and performance of them in an outstanding manner;
4. Within the employee's area of responsibility, there is a consistent, high level of productivity and/or efficiency with repeated successful implementation of outstanding work products;
5. Extraordinary effort, diligence, courage, patience, empathy or creativity;
6. Commitment of the employee's own time to the benefit of the Center.

E. Executive Director Approval.

The provision of an Exceptional Performance Award requires the written approval of the Executive Director. Such approval may be granted to eligible employees only in instances in which funds are available and justification is provided based on a written recommendation in the form of a memorandum to the Executive Director that complies with the requirements set forth in sub-section D in this Section.

SECTION 14. BILINGUAL INCENTIVE PAY

The Center will provide bilingual incentive pay to qualified employees who have the ability to fluently converse in one of the following languages: Spanish, Cambodian, Vietnamese, Cantonese, Korean, Mandarin, any of the Asian languages, and uses the language in his/her work in accordance with operational guidelines in effect established by the Executive Director and Director of Clinical Program Services. Bilingual incentive pay shall be in the amount of \$0.50 per hour totaling in \$1,040 per year. Department Directors reserve the right to repeal bilingual incentive pay at any time depending on the need of the Department and/or position. The Center reserves the right to establish standards and procedures to determine if an affected employee is qualified to receive such compensation. The Center additionally reserves the right to review and expand the category of accepted languages that would qualify for bilingual pay. Bilingual incentive pay will take effect at the beginning of the pay period following all completed qualifications and approvals.

SECTION 15. EMPLOYEE REFERRAL FEE PROGRAM

The Center is always looking for qualified employees and appreciates recommendations made by existing employees. If a current staff member recommends someone who is hired on a full-time, permanent basis, they will receive a referral fee totaling up to \$400. The Center may from time to time, however, pay a higher referral fee for particular positions as approved by the Executive Director. The first \$200 will be paid when the referral commits to the offer and actually starts working for the Center. The newly hired employee must fill out a form stating who referred them on their first day of employment. The second \$200 will be paid when that referral completes probation. This amount may be changed from time to time depending on existing market conditions.

SECTION 16. ON CALL PAY

Certain staff members are required to be available after-hours on a rotating basis. These staff members receive an annual on-call pay. In addition, if staff is called to come into the office, they will be paid for hours actually worked, including travel time to and from their home. Department Directors reserve the right to repeal On-Call pay at any time depending on the need of the Department and/or position. (Refer to On-Call Pay Policy & Procedure for further details.)

SECTION 17. INSURANCE BENEFITS

The Center will make available group insurance benefits to full-time employees in accordance with resolutions adopted by the Governing Board and as required by law. The Center pays a percentage of the premiums with the employee paying the remaining percentage. Employees may opt for coverage through a health insurance exchange. Employees who decline medical insurance plan coverage shall receive a Health Incentive Plan in lieu payment of \$150 per month over 24 pay periods. All declining employees must provide proof of alternative insurance coverage to be eligible for this payment.

An open enrollment period will occur each year prior to the effective date of each policy. Only during this time may the employee change insurance plans. An exception occurs if the employee claims a qualifying event affecting his/her family, then enrollment will be the first of the next month.

Tri-City provides term life insurance and accidental death and dismemberment policies, including short-term and long-term disability insurance. Additional voluntary (employee-paid) group rate supplemental plans are available through American Fidelity. American Fidelity also provides a Medical Expense and Dependent Care Flexible Spending Account, an IRS Code Section 125 benefit plan. Benefits for new hires receiving coverage and their dependents, are effective the first day of the calendar month following the employee's hire month.

Pursuant to the Patient Protection and Affordable Care Act ("ACA"), the Center shall not retaliate against any employee who receives health insurance premium tax credits or a subsidy in the health insurance exchange; reports potential violations of protections afforded under Title I of the ACA; testifies, assists or participates in a proceeding concerning such violation; or objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be a violation of any provision of Title I of the ACA.

SECTION 18. MEDICARE

All employees hired after April 1, 1986, will have 1.45 percent of their base salary deducted from their paycheck to be paid to Medicare. The Center will match the 1.45 percent, as mandated by law.

SECTION 19. PAY PERIOD

The compensation due to all employees of the Center shall be on a bi-weekly basis.

SECTION 20. PAY DAYS

The payment of compensation, as well as paystubs, shall be made available by the Center to employees on the pay date, the Friday following the completion of each bi-weekly pay period. In the event that a pay date falls on a holiday, payment of compensation (as well as pay stubs) shall be made available to the Center employee on the first work day preceding the holiday.

SECTION 21. TIME ENTRY

Time entry into Workforce Now (the System) is to be completed and approved by the employee and the employee's time and attendance supervisor no later than 11 am on the Monday following the completion of each bi-weekly pay period (Approval Deadline).

The employee's approval of their timecard indicates their attestation to the accuracy and completeness of their recorded hours. The time and attendance supervisors' approval of employees' timecards indicates their attestation to the accuracy and completeness of the employees' recorded hours.

Exempt and non-exempt employees shall be compensated based on the approved hours as recorded within the System. Modification of hours subsequent to the approval deadline (as noted above) will have to be documented and approved by the employee requesting the change and their time and attendance supervisor. These modifications will be applied to the subsequent pay period.

SECTION 22. LICENSURE / CERTIFICATION INCENTIVE PAY

For full-time staff who are preparing to get licensed or certified, Tri-City will pay up to \$250 per calendar year for the cost of the class or workshop that is related directly to getting the license or certification. The license and certification must require continuing education units (CEUs) and be approved by the Department Head as having value to the Center and relative to the employee's job classification, fees associated with registering/sitting for the exam are not covered.

Employees in the Psychiatrist classification refer to the Psychiatrist Resolution.

SECTION 23. LICENSE / REGISTRATION RENEWAL PAY

Tri-City will pay for the licensure and registration renewal fees for full-time staff whose duties require a license.

Employees in the Psychiatrist classification refer to the Psychiatrist Resolution.

RULE VI. LEAVE BENEFITS

SECTION 1. VACATION

This section applies to all full-time, regular employees employed by the Center with the exception of Executive Management. Executive Management vacation leave benefits are covered under the Executive Management Resolution.

A. Basis of Accrual.

Every full-time regular employee shall be entitled to a paid vacation leave following 6 months of full-time, continuous service with the Center. Accrual shall take place on a bi-weekly basis as defined below:

<u>Longevity</u>	<u>Accrual</u>	<u>Longevity</u>	<u>Accrual</u>
0-2 Years	80 Hours	5-9 Years	128 Hours
3-4 Years	104 Hours	10+ Years	168 Hours

Vacation accrual shall be prorated for employees who begin or terminate their employment in the middle of the pay period. For purposes of this section, continuous service shall include time in which an employee is on authorized leave of absence with pay. Vacation leave will not accrue during leaves of absence without pay unless required by law.

B. Vacation Accrual.

All full-time employees shall be entitled to accrue vacation up to a maximum of 240 hours. No additional vacation hours can be accumulated until balance is below 240 hours. Supervisors shall encourage the taking of accrued vacation leave within the calendar year earned.

C. Effects of Holiday on Vacation Leave.

In the event one or more authorized Center holidays fall within a vacation leave, such holiday shall not be charged as vacation leave.

D. Effects of Sick Leave on Vacation Leave.

In the event an employee becomes ill during his/her vacation period, such time shall not be charged as vacation leave, upon approval of the supervisor or Human Resources Department, if the following conditions are met:

1. Notice is given immediately to the employee's supervisor or the Human Resources Department. Sick leave will only be granted for those days on which notice is given or which follow notice to the Center; and
2. Upon request, the employee submits a doctor's certificate for the period of sick leave. A doctor's note will not be required except as described in the Sick Leave policy contained in these Personnel Rules and Regulations.

E. Scheduling Vacations.

An employee may request his/her annual vacation leave at any time during the year, contingent upon determination by his/her supervisor that such absence will not adversely affect the department.

Each employee must consider the needs of the service when requesting annual vacation leave. An employee shall request vacation time off through the ADP timesheet process.

F. Vacation Accrual Cash Out.

An employee may request a "Vacation Cash Out" of a maximum of eighty (80) accrued vacation hours during any fiscal year. Eligibility Criteria for a vacation accrual cash out are as follows:

1. The employee must be regular, full-time employee, who has completed his or her initial probationary period, if applicable.
2. A vacation accrual balance of 40 hours will remain following the completion of the cash-out request.

Employees who meet the Eligibility Criteria for a Vacation Cash Out should complete and submit a Vacation Accrual Cash-Out Request Form available on Summit. Human Resources and Finance will review the request for approval or denial. Only full hour increments of accrued vacation leave may be requested. Vacation Accrual Cash-Outs will be paid out at the base rate of pay plus bilingual incentive pay, if applicable. Approval of an employee's Vacation Cash Out request will be limited to time periods during which an adequate cash flow is available to Tri-City to accommodate potential requests by multiple employees as determined by the Chief Financial Officer.

Employees are not permitted to cash out more than 80 hours of vacation accruals during any one fiscal year (July 1-June 30).

G. Payment Upon Separation.

An employee separated from Center service shall receive full compensation for accumulated vacation hours on the books at the employee's then current salary rate.

SECTION 2. SICK LEAVE

This section applies to all full-time and part-time employees employed by the Center with the exception of Executive Management. Executive Management sick leave benefits are covered under the Executive Management Resolution.

A. Accrual of Sick Leave for Full-Time Employees.

Every full-time probationary, regular, and provisional (interim) employee shall accrue sick leave at the rate of 88 hours per year. Sick leave shall accrue on a bi-weekly basis, beginning on the first day of employment and shall be prorated when an employee begins or terminates his/her employment in the middle of a month. Sick leave is not a leave which an employee may use at his/her discretion, but shall be allowed only as provided in this Section or as indicated by federal or state law.

B. Accrual of and Eligibility for Sick Leave for Part-Time and Temporary Employees.

Part-time employees shall accrue sick leave at the rate of 1 hour for every 30 hours worked, up to 3 days or 24 hours, whichever is greater, per 12 month calendar period. Part-time employees may carry over accrued sick days to the following year, with a maximum cap of 6 days or 48 hours, whichever is greater, that may carry over year to year. Accrued sick leave will be restored if a part-time or temporary employee separates from the Center but returns to work for the Center, in any position, within 12 months. Tri-City will comply with California law regarding sick leave for part-time employees in accordance with Labor Code section 245, *et seq.*

A part-time or temporary employee is permitted to use accrued sick leave beginning on the 90th day of his/her employment. Use of sick leave by part-time and temporary employees is capped at 3 days or 24 hours, whichever is greater, per 12-month period for the uses provided in this Section.

C. Accumulation of Sick Leave for Full-Time Employees.

Sick leave may be accumulated indefinitely without limitation during the employee's full-time employment with the Center.

D. Use of Sick Leave.

Employees may use sick leave for the following reasons:

1. For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
2. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's immediate family member (child of any age or dependency status, spouse, registered domestic partner, parent, parent-in-law, grandparent, grandchild, or sibling).
3. For an employee who is a victim of domestic violence, sexual assault, or stalking to:
i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; ii) obtain medical attention or psychological counseling services from a shelter, program or crisis center; or iii) participate in safety planning or other actions to increase safety.

A full-time employee's use of one half of his or her annual accrued sick leave in a calendar year for the uses provided in this Section will be considered "Protected Sick Leave" in accordance with California Labor Code section 233.

E. Notification and Proof of Illness.

In order to be paid for time while absent from duty on sick leave, if the need for sick leave is foreseeable, the employee must notify his/her immediate supervisor prior to the time set for the beginning of his/her regular duties. If the need for sick leave is unforeseeable, the employee must notify his/her immediate supervisor of the need for leave as soon as practicable.

The Center may require a full-time employee (or a part-time employee accruing sick leave) to provide a physician's certification to support any absence that involves the illness of the employee or family member if the Center suspects that there is an abuse of sick leave by the

employee. The Center may also require such certification regarding sick leave use at any time to the extent permitted by law.

All employees who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave, must provide certification of the need for leave within a reasonable time thereafter.

F. Payment Upon Separation.

Upon separation of employment from the Center, a terminating full-time employee shall receive payment for accumulated sick leave up to a maximum of 240 hours. In addition, an Employee who is separating from employment for the purpose of retirement under the California Public Employee's Retirement System (CalPERS) may request that accrued and unused sick leave be converted to CalPERS service credit in accordance with applicable state laws and regulations. If the employee is re-employed by the Center within 12 months of separating, the employee shall be credited with prior accrued, unused sick time that has not been cashed out. Payment upon separation is made upon the next regularly scheduled Center pay date.

SECTION 3. HOLIDAYS

A. Authorized Holidays.

Every full-time employee shall be entitled to the following paid holidays, and/or other days designated by action of the Governing Board.

1. New Year's Day (January 1st)
2. Martin Luther King Day (3rd Monday in January)
3. President's Day (3rd Monday in February)
4. Memorial Day (4th Monday in May)
5. Juneteenth (June 19th)
6. Independence Day (July 4th)
7. Labor Day (1st Monday in September)
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Eve
11. Christmas Day

Two (2) Floating Holidays (16 hours per calendar year; prorated for new hires)

The Executive Director is empowered to determine whether the Center shall observe special days of declaration by the President or Governor as a day of public fast, thanksgiving, mourning, or holiday, as well as determine if any other day shall be a holiday.

B. Use of Floating Holidays.

A floating holiday shall be scheduled in the same manner as vacations. The employee will request the Floating Holiday through the ADP timesheet process. Approval of the requested day off shall be contingent upon determination that the employee's absence will not adversely affect the operations of the department. A floating holiday not used during a calendar year will be cashed out on the last pay period of the calendar year. Upon separation of employment, any remaining floating holidays will be cashed out.

C. Weekends.

If a holiday falls on a Sunday, the following Monday will be observed as the holiday; or if the holiday falls on a Saturday, the Friday preceding will be observed as the holiday. Additionally, if the holiday falls on the employee's flex day, the employee shall take off another working day immediately preceding or following the holiday, with the supervisor's approval, preferably within the same week but may be within the same pay period.

D. Flextime and Holidays.

If an employee's regular day off ("RDO") falls on a scheduled paid holiday, the employee may take off the workday immediately preceding or immediately following the holiday as their RDO instead.

E. During Unpaid Leaves.

Holiday pay will not be provided during a period in which an employee is on unpaid leave or other absence in which regular compensation is not provided.

F. New Hires.

A new employee whose first working day is the day after a holiday shall not be paid for that holiday.

SECTION 4. COMPENSATORY TIME OFF

This section applies to all full-time, regular employees employed by the Center with the exception of Executive Management. Executive Management vacation leave benefits are covered under the Executive Management Resolution.

Refer to Rule V. Section 12 (D) of these rules and regulations for policies governing the use of compensatory time. An employee who has requested the use of accumulated compensatory time shall be permitted to use such time within a reasonable period unless such scheduling will unduly disrupt the operations of the Center. Upon separation of employment, any remaining compensatory time off will be cashed out.

SECTION 5. PREGNANCY DISABILITY LEAVE

This section applies to all eligible Center employees.

The Center will allow leave in accordance with the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions. (Refer to Family Medical Leave/Pregnancy Disability Leave Policy II.09).

SECTION 6. FAMILY AND MEDICAL LEAVE / FAMILY RIGHTS ACT

This section applies to all eligible employees employed by the Center.

The Center will allow family medical leave for eligible employees in compliance with the federal Family and Medical Leave Act of 1993 and the California Family Rights Act (“CFRA”). California law shall prevail unless preempted by federal law. (Refer to Family Medical Leave/Pregnancy Disability Leave Policy II.09).

SECTION 7. BABY BONDING LEAVE

This section applies to all eligible Center employees.

New-child bonding is part of CFRA and allows eligible employees to take up to 12 weeks of leave to bond with or care for a newborn child, a newly adopted child or a child newly placed in foster care. There is no requirement that either the employee or child have a serious health condition, nor must the employee be disabled by pregnancy, childbirth or a related medical condition before taking CFRA leave for reason of birth of the child. (Refer to Family Medical Leave/Pregnancy Disability Leave Policy II.09).

SECTION 8. MILITARY LEAVE

This section applies to all eligible Center employees.

Military leave will be granted in accordance with state and federal law. An employee requesting leave for this purpose shall promptly provide the Department Director with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the Department Director may determine when the leave is to be taken and may modify the employee’s work schedule to accommodate the request for leave.

The Department Director shall advise Human Resources of such military orders immediately. Sick leave and annual vacation leave will accrue to the employee during the period he/she is on military leave in accordance with the Military and Veterans Code of the State. (Refer to Family Medical Leave/Pregnancy Disability Leave Policy II.09).

This provision shall not be construed to grant any other benefits, other than those provided by state and federal law, to employees who voluntarily join the armed services or who are called to full-time active duty in the armed services.

SECTION 9. LEAVE OF ABSENCE WITHOUT PAY

A. General Policy.

This policy shall not apply to any leave of absence required by law.

An employee may be granted a leave of absence without pay for up to 30 days upon the recommendation of his/her supervisor and approval of the Executive Director. A leave of absence in excess of thirty days may only be granted by the Department Director and Human Resources for any of the following reasons:

1. To take a course of study which will increase the employee’s usefulness on return to his/her position in the Center service;

2. For personal reasons approved by the Executive Director and Department Director. Use of a leave of absence for a purpose other than that requested may be cause for forfeiture of reinstatement rights. No leave of absence without pay shall be utilized to permit an employee to seek other employment or to permit an employee to engage in non-Center employment where the employment is an internship.

B. Authorization Procedure.

Requests for leave of absence without pay shall be made upon the Request for Time Off Form and submitted to the Department Director for approval and shall state specifically the reason for the request, the date when it is desired to begin the leave and the probable date of return. The request shall be transmitted to the Executive Director for final approval. The action of the Executive Director shall be final. A copy of any approved request for leave of absence without pay shall be delivered promptly to Human Resources, Accounting, the Department Director and the employee.

C. Length of Leave and Extension.

A leave of absence without pay may be made for a period not to exceed one (1) year provided that the Executive Director and Department Head may extend such leave for an additional period not to exceed one (1) year. Procedure in granting such extensions shall be the same as granting the original leave provided that the request for extension is made no later than 30 calendar days prior to the expiration of the original leave.

D. Return From Leave.

When an employee intends to return from an authorized leave of absence without pay either before or upon the expiration of such leave, he/she shall contact his/her supervisor at least 14 calendar days prior to the day he/she plans to return.

The supervisor shall promptly notify the Department Director and Executive Director of the employee's intention. Failure on the part of the employee to report for work promptly at the date of leave expiration, or within a reasonable time after notice to return to duty, shall constitute a separation from service. Paid leaves, i.e., vacation, sick leave and holidays, and other similar benefits shall not accrue to an employee granted such leave during the period of absence. An employee on leave of absence does not have any of the privileges granted regular full-time employees, except as otherwise required by law. Unless required by law, the Center will not maintain contributions toward group insurance or retirement coverage for the employee on such leave.

SECTION 10. BEREAVEMENT LEAVE

This section applies to all Center employees.

Any accrued vacation, sick, compensation time or floating holiday pay can be used for Bereavement, but must be approved by the Supervisor. As employees are required to use their own time for Bereavement leave, employees shall request the time off through his or her Supervisor through the normal request for time off practice.

SECTION 11. WORKERS' COMPENSATION

This section applies to all eligible Center employees.

All injuries sustained in the course of employment shall be reported as soon as practicable to the supervisor, who shall in turn immediately report the same to Human Resources or the Chief Operations Officer. In the event the employee is physically incapacitated in such a manner as to prevent submission of a report, the supervisor shall complete and forward the required form to Human Resources within 24 hours following the injury. Medical care and payments for temporary and permanent disabilities incurred in the course of employment shall be paid as prescribed by State law. Any regular employee shall continue to earn eligibility for consideration for merit salary increases during an absence resulting from an on-the-job injury providing he/she receives compensation payments under the provisions of the California Workers' Compensation Law. A probationary employee shall be entitled to the same benefits as a regular employee.

During the time the employee is in fully paid status while absent from work by reason of injury or illness covered by Workers' Compensation, he or she shall continue to accrue sick leave and vacation benefits as though he or she were not on leave of absence.

SECTION 12. EMPLOYEE TIME OFF FOR VOTING

This section applies to all Center employees.

California Elections Code Section 14001 requires agencies to post a notice to employees advising them of provisions for taking paid leave for the purpose of voting in statewide elections. The notice must be posted ten (10) days before a state wide election. In general, a statewide election is defined as one in which all voters in the state have an opportunity to vote on at least one common race or issue. Employees are eligible for up to two (2) hours of paid time off for the purpose of voting only if they do not have sufficient time outside of working hours to vote. The intent of the law is to provide an opportunity to vote to workers who would not be able to do so because of their jobs. Voting hours are from 7:00 a.m. to 8:00 p.m. Employees can be given as much time as they need in order to vote, but only a maximum of two hours is paid. Employees must give notice to their supervisors at least two (2) working days prior to the statewide election that they will need additional time off for voting. Employees will be required to take the time off only at the beginning or end of the employee's shift.

SECTION 13. FAMILY SCHOOL PARTNERSHIP ACT/PARENTAL LEAVE

This section applies to all Center employees.

An employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to of one or more children in kindergarten or grades 1 to 12, inclusive, or attending a licensed child care facility, can take off up to 40 hours each year, not exceeding eight (8) hours in any calendar month of the year, to participate in activities of their child's school or licensed child care facility; find, enroll, or reenroll a child in a school or with a licensed child care provider; or to pick up a child due to a child care provider or school emergency. The employee, prior to taking the time off, must give reasonable notice to Tri-City of the planned absence. The employee shall utilize existing vacation, personal leave, or compensatory time off for purposes of the planned absence authorized by this section.

An employee may also utilize time off without pay for this purpose if approved by his/her supervisor. The supervisor may request the employee provide documentation from the school or licensed child care facility as proof that he or she participated in school or licensed child care facility activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody

work for the Center at the same work site, only the first parent requesting will be entitled to leave under this provision. At the discretion of the Department Director(s), the Center will allow both parents to take leave under this provision.

SECTION 14. JURY DUTY

It shall be the general rule to excuse employees of the Center from regular responsibilities of their positions when called for jury duty for a period not exceeding 15 working days. No employee shall be disciplined or separated as a result of jury duty service. An employee who is summoned to serve on a jury must notify his or her supervisor or program manager as soon as possible after receiving notice of both possible and actual jury service in order to receive time off for the period of actual service required on such jury. The time spent off the job by the full-time, regular employee while actually serving on jury duty under the supervision of the court shall be compensated on a straight time basis, limited to the employee's normal workday schedule. The time spent on jury duty is not work time for purposes of calculating overtime compensation.

An employee excused from jury duty prior to the completion of his/her normal workday must return to work. All per diem reimbursement paid the employee by the court shall be endorsed to the Center. It shall be the duty of the employee requesting compensation under this provision to present court verification of time and dates of such employee's jury duty. Failure to provide court verification of jury duty attendance for each day and any reimbursement of the court per diem to the Center shall be cause for the Center not to compensate the employee for jury duty.

SECTION 15. WITNESS LEAVE

This section applies to all Center employees.

A. Subpoena.

An employee who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of his or her Tri-City job duties will do so without loss of compensation. The time spent will be considered work time. The Center will offset the amount from pay the employee receives for witness fees.

B. Exception for Employee-Initiated or Non-Center Related Lawsuits.

An employee who is subpoenaed to appear or who appears in court in a matter unrelated to his or her Center job duties or because of civil or administrative proceedings that he or she initiated does not receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay, or may use accrued vacation for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

SECTION 16. TIME OFF FOR VICTIMS OF VIOLENT CRIMES, STALKING OR DOMESTIC VIOLENCE

This section applies to all Center employees.

- A. Any employee who is a victim of a crime that is a serious or violent felony, or a felony involving theft or embezzlement, may take leave from work to attend judicial proceedings related to that crime, if the employee provides the Center a copy of the notice of the scheduled proceeding in advance. If advance notice is not feasible, the employee must provide the Center, within a reasonable time after the leave is taken, documentation from the District

Attorney, victim's rights office, or court / governing agency that shows that the judicial proceeding occurred when the leave was used. An employee who is an immediate family member of such a crime victim, including: a registered domestic partner; the child of the registered domestic partner; spouse; child; stepchild; brother; stepbrother; sister; stepsister; mother; stepmother; father; or stepfather of the crime victim is also entitled to leave from work to attend judicial proceedings relating to that crime. The leave is unpaid unless the employee elects to use accrued vacation, sick, or other paid leave, or compensatory time off.

- B. Any employee who is a victim of a crime listed in Labor Code section 230.5(a)(2)(A), may take leave from work to appear in court to be heard at any proceeding in which the right of the victim is at issue, if the employee provides the employer reasonable advance notice. If advance notice is not feasible, the employee must provide the Center, within a reasonable time after the leave is taken, certification from a police report, a district attorney or court, or from a health care provider or victim advocate, that the employee was a victim of any of the crimes listed in Labor Code section 230.5(a)(2)(A). An employee who is a spouse, parent, child, sibling, or guardian of such a crime victim is also a victim who is entitled to this leave if the above notice or certification requirements are met. The leave is unpaid unless the employee elects to use accrued vacation or paid leave, or compensatory time off.
- C. Any employee who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to obtain or attempt to obtain any relief, including, but not limited to: a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or his or her child, if the employee provides advance notice of the need for leave.

If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use 2014 Healthy Workplaces sick leave (Labor Code § 246.5(a)(2)), accrued vacation or paid leave, or compensatory time off.

- D. Any employee who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program or crisis center; or participating in safety planning or other actions to increase safety, if the employee provides advance notice of the employee's intention to take time off for these purposes. If advance notice is not feasible, the employee must provide any of the following to the Center within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use 2014 Healthy Workplaces sick leave (Labor Code § 246.5(a)(2)), accrued vacation or personal leave, or compensatory time off.

SECTION 17. ADMINISTRATIVE LEAVE

This section applies to all Center employees.

The Center has the right to place an employee on leave at any time with full pay. An employee may be placed on administrative leave pending investigation of misconduct, potential disciplinary action, or other reasons that the Human Resources Manager, in his/her discretion, believes warrant such leave. Paid administrative leave is not considered a disciplinary action. As such, the employee has no right to appeal if placed on paid administrative leave.

RULE VII. EMPLOYEE DEVELOPMENT

SECTION 1. TRAINING

This section applies to all Center employees.

A. Responsibility.

The responsibility for developing Center-wide training programs for employees shall be assumed jointly by the Human Resources Department and department directors/managers. Training programs may include lecture courses, demonstrations, attendance at conferences, assignment of reading material, or such other programs as may be available for the purpose of improving the efficiency and broadening the knowledge of employees in the performance of their duties and responsibilities.

B. Orientation.

All new employees will be scheduled for the New Employee Orientation on their first day of hire, in order to receive an introduction to Center employment. Representatives from each department will give an overview of how their department operates and how the various programs are integrated into their work. This includes an introduction to Tri-City, Revenue, review of the Recovery Model, Quality Assurance, Collaborative Documentation, information on the Wellness Center and our Outreach programs. In addition, the new hire will receive HIPAA, Privacy and Security training, Safety training and information on Tri-City policies and procedures. During this period, employees will also be asked to complete new-hire forms and documents necessary to complete the hiring process and receive their Employee ID badge.

C. Mandatory All Staff Trainings.

1. All new hires will be assigned the following mandatory staff trainings. These trainings must be completed by the end of the employee's probationary period (with the exception of Sexual Harassment) and then annually as required. Certificates of Completion will be maintained in the HR Department on each employee.
 - a. Bloodborne Pathogens
 - b. Boundaries
 - c. Community Resiliency Model (CRM) Non-Clinical staff
 - d. Trauma Resiliency Model (TRM) Clinical staff
 - e. Crisis Prevention Institute (CPI) Non-violent Crisis Intervention Training
 - f. Cultural Diversity (Competency)

- g. Mental Health First Aid (MHFA)
 - h. Motivational Interviewing (MI)
 - i. Sexual Harassment for Employees (Must be completed within the first 30 days of hire)
 - j. Sexual Harassment for Supervisors in California (Must be completed within first 30 days of hire)
 - k. Adverse Childhood Experiences (ACEs)
 - l. Human Trafficking: Sexual Exploitation
2. All existing staff will be assigned the following mandatory staff trainings. These staff should have completed all new hire trainings as listed in section C(I). Human Resources will notify all employees and their supervisors of any incomplete training assignments. Certificates of Completion will be maintained in the Human Resources Department on each employee.
- a. Bloodborne Pathogens – annually
 - b. Cultural Diversity (Competency) - annually
 - c. HIPAA Privacy - annually
 - d. Sexual Harassment for Supervisors in California – bi-annually
 - e. Sexual Harassment for Employees in California – bi-annually

RULE VIII. SEPARATION

SECTION 1. RESIGNATION

Executive Management employees are excluded from this section.

An employee wishing to leave in good standing shall file a written resignation with his/her supervisor at least two (2) calendar weeks before leaving service, unless, because of extenuating circumstances, the supervisor agrees to permit a shorter period of notice. The written resignation shall be immediately forwarded to Human Resources. The filing of the written resignation with the supervisor shall be deemed official notice to and acceptance by the supervisor. Once a written resignation is tendered, the resignation may not be withdrawn by the employee without the consent of the supervisor. Once a resignation has been tendered, the Center reserves the right to release the employees from duty at their discretion. The resignation of an employee who fails to give notice may be cause for denying future employment by the Center. Payment for hours worked up to the resignation date will be paid at the next scheduled pay date.

All assigned Center property and/or equipment in their possession or control must be returned on or before the last day of employment. This includes keys, employee identification badges, cell phones and other materials provided by the Center.

All employees leaving the Center service will be encouraged to participate in an exit interview. At the exit interview, employees will be advised of their rights on benefits and insurance. Employees will be given an opportunity to discuss their views on the Center, their department, training, and other subjects upon which they would like to comment.

SECTION 2. RETIREMENT SYSTEM / RETIREMENT

This section applies to all Center employees.

Regular full-time employees of the Center or part-time employees employed over 1000 hours in a fiscal year, as a condition of employment shall become members of the California Public Employee's Retirement System (CalPERS), in accordance with the existing legislation governing retirement. The Center participates in the two percent (2%) at 62 Plan for those hired on or after January 1, 2013. Employees hired prior to January 1, 2013 participate in the 2% at 55 plan. Employees contemplating retirement should contact Human Resources at least 90 days prior to their anticipated retirement date.

SECTION 3. LAYOFF PROCEDURES

This section applies to all full-time, regular Center employees.

- A. The Center may layoff any employee(s) due to termination of a position, termination of the program to which the position is assigned, lack of work, or lack of funds. This is not a disciplinary or punitive action and shall not be subject to administrative appeal. In the event that the Center determines that a reduction in the work force is necessary, full-time regular employees shall be deemed to have seniority over part-time, hourly employees.
- B. Whenever possible, employees to be laid off shall be given at least 30 calendar days prior notice. The employee shall be advised in writing by the Human Resources Department of any and all rights available to employees scheduled to be laid off.
- C. Employees in the classification, program, and/or department that have been reduced will be laid off in accordance with their classification, seniority, funding, grant and/or special project training. When two or more employees have relatively equal skills, qualifications and ability to perform the work without further training, the employee(s) with the least seniority in the affected classification will be laid off first.

SECTION 4. EXTENDED BENEFITS – COBRA

This section applies to all eligible Center employees.

The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) provides for the temporary continuation of health care coverage. COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a “qualifying event.” After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

When the qualifying event is the death of the employee, the employee’s becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child’s losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months.

When the qualifying event is the end of employment or reduction of the employee’s hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare eight (8) months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus eight [8] months). Otherwise, when the qualifying event is the end of employment or reduction of the employee’s hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months.

RULE IX. DISCIPLINE

SECTION 1. DISCIPLINARY AND APPEALS PROCEDURES

A. Excluded Positions.

The disciplinary and appeals procedures set forth in this section do not pertain to Executive Management and employees that are specifically excluded from the competitive service as listed in Rule II, Section 1 of these rules and regulations. In addition, any regular employee who is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) is not subject to any disciplinary penalty which is inconsistent with his or her FLSA overtime-exempt status.

B. Notification and Approval of Department Directors

The Supervisor must notify and receive approval from the appropriate Department Director (e.g. Director of Clinical Program Services, Chief Financial Officer, Chief Operations Officer, Chief Compliance Officer, Director of MHSA and Ethnic Services, and Medical Director) and HR prior to proposing or imposing any personnel action or discipline as it pertains to Rule IX of these Rules and Regulations.

C. Basis For Disciplinary Action.

The tenure of employment at the Center shall be based on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action, which shall be commensurate with the seriousness of the offense and with due consideration of the employee's performance record. Although not an all-inclusive list, the following are examples of infractions which will result in disciplinary action up to, and including, dismissal:

1. Dishonesty – Including, but not limited to, falsification of records, billing claims, or timesheets, willful omission of information, misrepresentation of a material fact, etc.
2. Theft.

3. Unsatisfactory job performance, incompetence, inefficiency or negligence in the performance of duties, including failure to perform assigned task or failure to discharge duties in a prompt, competent and responsible manner.
4. Intemperance.
5. Discourteous or offensive treatment of the public or other employees.
6. Failure to cooperate with employee's supervisor or fellow employees.
7. Disobedience, insubordination or insulting or demeaning the authority of a supervisor or manager.
8. Reporting to work under the influence of drugs, controlled substances or alcohol or possessing, transferring, selling or using drugs, controlled substances or alcohol in Center offices, vehicles, work areas, or on Center property during work hours including paid or unpaid break periods.
9. Unexcused absence.
10. Excessive and/or patterned absenteeism or tardiness.
11. Violation of any Center Personnel Rule or Regulation or Center Policy and Procedure, including but not limited to those contained in this manual.
12. Violations of rules, regulations, orders, or directives established by a supervisor.
13. Conviction of a felony that has a nexus to the employee's job duties. The record of conviction shall be conclusive evidence of the fact that the conviction occurred. Human Resources may inquire into the circumstances surrounding the commission of the crime in order to fix the degree of discipline. A plea or verdict of guilty, conviction showing a plea of nolo contendere is deemed to be a conviction within the meaning of this section.

Human Resources may, in its sole discretion, take disciplinary action upon the conviction of the offense, when the time for appeal has elapsed, or when order granting probation is made suspending the imposition of sentence, irrespective of a subsequent order under the provisions of section 1203.4 of California Penal Code allowing such person to withdraw his/her plea and enter a plea of not guilty, or setting aside a verdict of guilty, or dismissing the accusation or indictment.

14. Misuse, abuse or unauthorized use of Center property, including, but not limited to physical property, tools, equipment, Center communications systems, Center vehicles, intellectual property or certifications.
15. Mishandling of public funds.
16. Substandard job performance.
17. Disciplinary action by a licensing board in connection with a job related license.
18. Verbal or physical abuse and/or harassment.

19. Failure to submit timesheets in a timely manner.
20. Failure to meet established productivity standards.
21. Failure to comply with service documentation standards, including failure to possess, keep in effect, or report loss of any license, certificate or other similar requirement specified in the employee's job description.
22. Breach of Acceptable Use Agreement for improper use of Center Information Technological equipment.
23. Unauthorized disclosure or release of health information¹ that relates to any individual served by the Center.
24. Use of leave in a manner not authorized or provided for pursuant to Center policies.
25. Unapproved outside employment or activity that violates the Center's policy, or other enterprise that constitutes a conflict of interest with service to the Center.
26. Any conduct that impairs, disrupts, or causes discredit to the Center, the employee's Center employment, to the public service, or other employee's employment.
27. Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work performance.
28. Failure to comply with OSHA Safety Standards and Center safety policies.
29. Working overtime without prior authorization or refusing to work assigned overtime.
30. Carrying firearms or other dangerous weapons on Center premises at any time, unless authorized to do so.
31. Horseplay or fighting.
32. Abuse of Company Time – excessive time spent on non-work related issues, including internet/phone usage and/or socializing.
33. Retaliation - It is illegal and inappropriate to retaliate against any person who has participated in complaining or providing information regarding allegations of misconduct.

D. Types of Discipline.

The types of personnel actions or discipline, which may be taken, in reverse order of severity, are (dismissal, demotion, reduction in step within a range, suspension, and written and verbal reprimand):

¹ "Health Information" means any information, whether oral or recorded in any form or medium that: (a) is created or received by Tri-City Mental Health Center; and (b) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future for the provision of health care to an individual. (45 CFR Part 164.530 (e) (i))

1. *Dismissal.* The discharge of an employee from the Center service. Documents related to discharge shall become a part of an employee's personnel file when the discipline becomes final. A discharged employee is entitled to prior written notice and appeal as provided herein.
2. *Demotion.* Demotion without consent as a disciplinary action shall be reduction in classification or rank to a lower classification or rank with reduction in salary. Documents related to a demotion shall become part of the employee's personnel file when the discipline is final. An employee subject to demotion will be entitled to prior written notice and appeal as provided herein.
3. *Reduction in Salary.* The reduction of pay within the salary range. The maximum reduction in pay that may be given for any one disciplinary action shall be ten percent (10%) within the range for that class. Reduction in pay shall become effective on the first day of the pay period following the effective date of the disciplinary action. Reduction may be made on a regular or temporary basis. Documents related to a reduction in pay shall become part of the employee's personnel file when the discipline becomes final. An employee subject to a reduction in pay is entitled to prior written notice and appeal as provided herein.
4. *Suspension.* Any person holding the position of employment in the competitive service shall be subject to disciplinary suspension without pay not to exceed 30 cumulative days in a 12 month period. Documents related to a suspension shall become part of the employee's personnel file when the discipline is final. An employee subject to suspension will receive prior written notice and appeal as provided herein.
5. *Written Reprimand.* An official notification in writing by the immediate supervisor to the employee that there is cause for dissatisfaction with his/her performance or behavior and that further disciplinary action may be taken if the cause is not corrected. Written reprimand shall be made a part of the employee's official personnel record and may not be appealed. The employee has the right to have a written response attached to the reprimand in the employee's personnel file if the response is submitted to the Human Resources Department within ten (10) working days of the date the reprimand was received.
6. *Verbal Reprimand.* An oral warning or statement of dissatisfaction with employee's performance or behaviors. A verbal reprimand will be memorialized in writing and retained in the supervisor's file until the completion of the evaluation year and documented in the performance evaluation, as the supervisor deems necessary. A verbal reprimand may not be appealed under this policy. Aside from the performance evaluation, no record of the verbal reprimand is placed in the employee's personnel file unless subsequent more severe disciplinary action is taken.

E. Procedures For Discipline.

Respective levels of disciplinary actions will be imposed based upon the seriousness of the employee's disciplinary problem. However, a higher level of disciplinary action may be imposed for serious violations of policy, repeated or chronic minor offenses which have resulted in previous lower level disciplinary action, or based upon a history of repeated offenses discovered by the supervisor.

1. *Verbal Reprimand.* The supervisor will notify the employee of the specific performance and/or behavioral deficiencies and the efforts to be undertaken

to correct them. Following the verbal reprimand the supervisor will submit a memorandum to the employee which documents the matters discussed, the employee's response and the understanding reached. The memorandum shall include a statement that this memorandum will not be included in the employee's personnel file unless the matters of concern are not satisfactorily resolved and more severe disciplinary action is subsequently taken.

3. **Written Reprimand.** When a written reprimand is given it shall be in writing. The immediate supervisor shall give the employee a copy and forward a copy to Human Resources for retention in the employee's official personnel file. A written reprimand shall contain a description of the events which necessitated the action, specific expectations for change by the employee, how the supervisor will assist, and notice of further action in the event that a change by the employee does not occur.

Employee's Response and Opportunity to Respond to Written Reprimand.

Written reprimands may not be appealed. Full-time regular employees who have received a written reprimand may present a written response to the reprimand and have the written response placed in the personnel file.

Any written response must be submitted to the Human Resources Department within ten (10) working days of receipt of the written reprimand to be included in the employee's personnel file.

4. **Skelly Process.** Pre-Disciplinary Procedure for Discharge, Demotion, Reduction in Salary or Suspension without Pay.

Only regular, for-cause employees have the right to the conference and appeal processes outlined in this Section. At-will employees and those persons in positions identified in Rule II, Section 1 of these Rules are not entitled to the procedures outlined in this Section.

- a. **Notice of Intent to Discipline.** The employee will be provided a written notice of intent to discipline that contains the following:

- ii. The level of discipline intended to be imposed;
- iii. The specific charges upon which the intended discipline is based;
- iv. A summary of the facts upon which the charges are based;
- v. A copy of all materials, reports, or documents upon which the intended discipline is based;
- vi. Notice of the employee's right to respond to the charges within five (5) working days from the date of the Notice, either by requesting a conference, or by providing a written response, or both;
- vii. Notice of the employee's right to have a representative of his or her choice at the conference, should he or she choose to respond orally; and
- viii. Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the imposition of discipline.

- b. **Employee's Response and the Skelly Conference.**

- i. If the employee requests an informal conference timely (within five (5) working days from the date of the Notice of Intent) to respond orally to the charge(s), the conference must be scheduled at least seven (7) working days from the

date of the employee's official request. The conference will be an informal meeting with the supervisor and Human Resources, at which the employee has an opportunity to rebut the charges against him or her and/or present any mitigating circumstances, and shall have the right to representation. This is not intended to be an adversarial hearing. The employee will not have the opportunity to cross examine the Center nor to present a formal case in opposition to the proposed discipline.

The supervisor will consider the employee's presentation before any final decision is made on the proposed disciplinary action.

- ii. The employee's failure to make an oral response at the arranged conference time, or the employee's failure to cause his or her written response to be delivered by the date and time specified in the notice, constitutes a waiver of the employee's right to respond prior to the imposition of the discipline. In that case, the decision on whether disciplinary action shall be made without any response from the employee.

c. Final Notice of Discipline.

- i. Before issuing the final notice, the immediate supervisor shall consult with the Human Resources Department, and at Human Resources discretion, may also consult with legal counsel. Within ten (10) working days of receipt of the employee's timely written response, within ten (10) working days of the informal conference, or within ten (10) working days after the expiration of the employee's time to respond to the Notice of Intent, whichever comes last, the immediate supervisor, with the approval of the Human Resources Department, will:

- (1) Dismiss the notice of intent and take no disciplinary action against the employee,
- (2) Modify the intended disciplinary action, or
- (3) Impose the disciplinary action as originally proposed.

- ii. In any event, the supervisor will prepare and provide the employee with a notice that contains the following:

- (1) The level of discipline, if any, to be imposed and the effective date of the discipline;
- (2) The specific charges upon which the discipline is based;
- (3) A summary of the facts upon which the charges are based;
- (4) A copy of all materials, reports, or documents upon which the discipline is based; and
- (5) A statement of the nature of the employee's right to appeal and the deadline to appeal.

F. Evidentiary Appeal Procedure Following Disciplinary Action for Discharge, Demotion, Reduction in Salary or Suspension without Pay.

Only regular, for-cause employees have the right to the conference and appeal processes outlined in this Section. At-will employees and those persons in positions identified in Rule II, Section 1 of these Rules are not entitled to the procedures outlined in this Section.

1. *Employee's Right to Appeal.* A regular, for-cause employee may appeal the final notice of discipline in the form of suspension without pay, demotion, reduction in pay, or discharge by delivering a written answer to the charges and a request for appeal to the Human Resources Manager or designee, who will forward the appeal to the Executive Director. The written answer and request for appeal *must be received* no later than five (5) working days from:
 - a. receipt of the final notice of discipline; or
 - b. the date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee. If the employee fails to timely submit a written request for appeal, the employee's right to appeal is waived and the action of the Center shall be considered conclusive and shall take effect as prescribed.

2. *Date and Time of the Appeal Hearing.* Once the Appeal Hearing Officer has been designated, the Executive Director will set a date for an appeal hearing. The employee shall be notified in writing at least 21 days prior to the hearing of the scheduled date. An employee who, having filed a timely written answer and request for appeal, has been notified of the time and place of the appeal hearing, and who fails to appear personally at the hearing, may be deemed to have abandoned his or her appeal. In such a case, the Executive Director may dismiss the appeal.

3. *Hearing Officer.* In his or her sole discretion, the Executive Director may:
 - a. Serve as the Hearing Officer and choose to hear the evidentiary appeal directly, or
 - b. He or she may authorize the Center's retention of an independent, mutually agreeable, Hearing Officer to hear the appeal and make a recommendation to the Executive Director.

Should a Hearing Officer be retained, the Hearing Officer's decision shall be advisory only. The Hearing Officer may recommend to the Executive Director sustaining, rejecting, or modifying the disciplinary action invoked against the employee, but in no case may the Hearing Officer's recommendation impose greater discipline upon the employee. The decision of the Executive Director shall be final and conclusive administrative action.

4. *Identification of Issues, Witnesses and Evidence.* Not later than ten (10) days prior to the appeal hearing, each party will provide each other and the Hearing Officer with a statement of the issues to be decided, a list of all witnesses to be called (except rebuttal witnesses), a brief summary of the subject matter of the testimony of each witness, and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. Neither party will be permitted to call any witness during the hearing who has not been identified pursuant to this section, nor use any exhibit not provided pursuant to this section, unless that party can show that they could not have reasonably anticipated the need for the witness or exhibit.

5. *Conduct of the Appeal Hearing.*

a. **Subpoenas.** The Executive Director has authority to issue subpoenas in the name of the Center prior to the commencement of the hearing. Each party is responsible for serving his/her/its own subpoenas. Tri-City employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing.

Tri-City employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify unless Tri-City agrees to a different arrangement.

b. **Continuances.** The Hearing Officer may continue a scheduled hearing only upon good cause shown.

c. **Record of the Proceedings.** All disciplinary hearings may, at the discretion of the parties, be either recorded by a court reporter or tape recorded. Any party who requests a transcript of the proceedings must pay for his/ her/ its own copy of a transcript.

d. **The Hearing Officer's Authority During the Hearing.** The Hearing Officer has the authority to control the conduct of the hearing and to recommend to the Executive Director to affirm, modify, or revoke the discipline.

e. **Conduct of the Hearing.**

i. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner the Hearing Officer decides is the most conducive to determining the truth.

ii. Any relevant evidence may be admitted if it is the type of evidence upon which responsible persons are accustomed to rely upon in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.

iii. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding, unless such evidence would be admissible over objection in civil actions. An objection is timely if made before submission of the case.

iv. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil litigation.

v. Irrelevant and unduly repetitious evidence may be excluded by the Hearing Officer.

- vi. The Hearing Officer shall determine relevance, weight and credibility of testimony and evidence.
- vii. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon the request of either party.
- viii. All witnesses shall be administered the oath to testify truthfully prior to testifying at the hearing. The Hearing Officer or the court reporter shall request each witness to raise his or her right hand and respond to the following: "Do you swear or affirm that the testimony that you are about to give at this hearing is the truth, the whole truth, and nothing but the truth?"
- f. **Burden of Proof at the Hearing.** The Center has the burden of proof of the factual charges by a preponderance of the evidence.
- g. **Right to Due Process.** The employee shall have the following due process rights during the hearing:
 - ii. The right to be represented by legal counsel or another chosen representative, at his or her own expense;
 - iii. The right to call and examine witnesses on his or her behalf;
 - iv. The right to introduce evidence;
 - v. The right to cross-examine opposing witnesses on any matter relevant to the issues;
 - vi. The right to impeach any witness regardless of which party first called him or her to testify; and
 - vii. The right to rebut evidence against him or her.
- h. **Hearing to be Closed to the Public.** The hearing will be closed to the public unless the employee requests that it be open.
- i. **Presentation of the Case.** The parties will address their remarks, evidence, and objections, to the Hearing Officer. All parties and their counsel or representatives shall not disparage the intelligence, morals, or ethics of their adversaries or of the Hearing Officer.

The Hearing Officer may terminate argument at any time and issue a ruling regarding an objection or any other matter. The Hearing Officer may alter the order of witnesses, limit redundant or irrelevant testimony, or directly question the witness. The hearing shall proceed in the following order unless the Hearing officer directs otherwise:

- i. The Department shall be permitted to make an opening statement.
- ii. The employee shall be permitted to make an opening statement.
- iii. The Department shall produce its evidence.
- iv. The employee shall produce his or her evidence.
- v. The Department, followed by the employee, may offer rebuttal evidence.
- vi. Closing arguments of not more than 20 minutes by each party shall be permitted at the discretion of the Hearing Officer. The Department shall have

the right to argue first, the employee may argue second, and the Department may reserve a portion of its argument time for rebuttal.

- j. **Written Briefs by the Parties.** The Hearing Officer or the parties may request the submission of written briefs. The Hearing Officer will determine whether to allow written briefs, the deadline for submitting briefs, and the page limit for briefs.

- i. Written Findings and Decision.

- (1) **Independent Hearing Officer.** The Hearing Officer shall render a statement of written findings and recommendation to the Executive Director. The Hearing Officer's decision shall be advisory only.

- The Hearing Officer may recommend to the Executive Director sustaining, rejecting, or modifying the disciplinary action invoked against the employee, but in no case may the Hearing Officer's recommendation impose greater discipline upon the employee.

- The Executive Director shall review the Hearing Officer's findings and issue a final decision within 30 days after he or she receives the Hearing Officer's findings. The Executive Director's decision shall be conclusive, final and binding administrative action.

- (2) **Executive Director.** If the Executive Director heard the appeal directly, he or she shall render a statement of written findings and decision within 30 days after the hearing has been completed and the briefs, if any, have been submitted. The Executive Director's decision is conclusive, final and binding administrative action.

- k. Proof of Service of the Written Findings and Decision. The Executive Director shall send his or her final statement of written findings and decision, along with a proof of service of mailing, to each of the parties and to each of the parties' representatives. It shall be the responsibility of the employee to inform the Executive Director of his/her address. Copies shall also be distributed to the Human Resources Supervisor or Manager.

- l. Statute of Limitations. The Executive Director's written findings and decision is final administrative action. There is no process for reconsideration. Pursuant to Code of Civil Procedure section 1094.6, the parties have 90 days from the date of the proof of service of mailing of the written findings and decision to file a petition for writ of mandamus with the Superior Court, County of Los Angeles.

RULE X. RECORDS

SECTION 1. PERSONNEL FILE

A. Official File.

The Human Resources Department shall maintain the “official” personnel file for each employee. Information contained in these files shall include classification title, the department to which assigned, salary, changes in employment status, disciplinary actions, performance evaluations, commendatory materials, and such other information as is required by law or that may be considered necessary and relevant to the administration of Tri-City’s personnel program. Personnel files are the property of Tri-City, and access to the information they contain is restricted to protect employee privacy interests.

1. Every appointment, transfer, promotion, demotion, change of salary rate, and other temporary or permanent changes in status of employees shall be reported to Human Resources for the employee, and shall be retained in the employee’s “official” personnel file in the Human Resources Department.

B. Update of File.

It shall be the responsibility of each employee to keep his/her supervisor/manager notified (in writing) concerning any changes in his or her contact and benefits information, including: number and names of dependents, correct mailing address, telephone number, and the person to be contacted in case of an emergency.

C. Medical Information.

1. *Separate Confidential Files.* All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with applicable state and federal law.
2. *Information in Medical Files.* Tri-City will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality

of Medical Information Act. To enable Tri-City to obtain certain medical information, the employee or applicant may need to sign an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION.

3. *Access to Medical Information.* Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for Tri-City business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations. Tri-City will not provide employee or applicant medical information to a third party (except as permitted under the California Confidentiality of Medical Information Act) unless the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION. Tri-City will release only the medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, Tri-City will communicate those limitations to the person or entity to which it discloses the medical information.

D. References and Release of Information in Personnel Files.

1. *Public Information.* Upon request, Tri-City will release to the public information about its employees as required by the Public Records Act. Tri-City will not disclose personnel information if it believes doing so would constitute an unwarranted invasion of personal privacy.
2. *Reference Checks.* All requests from outside Tri-City for reference checks or verification of employment concerning any current or former employee must be referred to the Human Resources Department. Information will be released only if the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYMENT INFORMATION in the form attached to this rule, except that without such authorization, the following limited information will be provided: dates of employment, and salary upon departure. Department heads and supervisors shall not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the Human Resources Department on a case-by-case basis.
3. *Medical Information.* Medical information will be released only in accordance with subsection C above.

E. Employee Access to Personnel File.

1. *Inspection of File.* A current employee may inspect his or her own personnel file, at reasonable times and at reasonable intervals, within 30 days of a written request. A former employee is entitled to inspect his or her personnel records one time per year provided that the record is still being maintained. Personnel files will be destroyed five years after the employee separates from the Center as in accordance with the law. If an employee wishes to view his/her personnel file, he/she will schedule an appointment with Human Resources, or designee. The review must be done in the presence of an employee of the Human Resources Department.
2. *Copies.* A current or former employee is entitled to receive a copy of his or her personnel records within 30 days after the employer receives a written request. A current or former employee who wishes to receive such a copy should contact the

Human Resources Department in writing. The Center may charge a fee for the actual cost of copying.

3. In the event the employee wishes to have another person/representative inspect his or her personnel file, the employee must provide the person/representative with written authorization. The Human Resource Department will notify the employee of the date, time and place of the inspection in writing. It is the employee's responsibility to notify the person to whom the employee has given written authorization of the date, time and place of the inspection.
4. Under no circumstances is the employee and/or the employee's designee permitted to add or remove any document or other item from the employee's personnel file during the inspection.

(End of Document)



PERSONNEL RULES AND REGULATIONS

Revised:

January 18, 2023

Deleted: July 17, 2019

**Supersedes All Previous Versions
of Center**

Personnel Rules and Regulations, Policy and Guidelines

Administrative Office

1717 N. Indian Hill Boulevard, Suite B
Claremont, CA 91711-2788

Clinical Office

2008 N. Garey Avenue
and
1900 Royalty Drive
Pomona, CA 91767-2722

Wellness Center

1403 North Garey Avenue
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MHSA Office

2001 N. Garey Ave
Pomona, CA 91767-2722

ATTACHMENT 5-C

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Tri-City Mental Health Center Personnel Rules and Regulations

RULE I. INTRODUCTORY STATEMENT

As a public behavioral health system of care, Tri-City Mental Health Center (the Center or Tri-City) recognizes that employees (human resources) are the Center's greatest assets. These rules and regulations are set forth to provide policies for the management of personnel operations for Tri-City. Tri-City reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in these rules and regulations or in any other document. All such revisions will be effective only upon approval by the Governing Board. The Human Resources Department is responsible for the implementation and the administrative interpretation of these rules and the maintenance of records related thereto. These rules are/may be supplemented by Clinical, Operational and Accounting Policies and Procedures.

These rules do not create any contract of employment, express or implied, or any rights in the nature of a contract.

Please read this booklet carefully and keep it for future reference.

These rules and regulations shall supersede any prior personnel rules and regulations and became effective upon approval by the Governing Board on July 17, 2019.

RULE II. GENERAL PROVISIONS

SECTION 1. OFFICERS AND EMPLOYEES TO WHICH RULES AND REGULATIONS ARE APPLICABLE

These rules and regulations shall apply to all full-time (40 hours per week) employees holding offices, positions, and employment in the competitive service of the Center except those employees or groups excluded below or where the rules and regulations specifically provide otherwise. Unless otherwise specified, excluded employees and groups are:

- A. Members of the Governing Board;
- B. Members of the Mental Health Commission and appointed committees;
- C. Persons engaged under contract to supply expert, professional or technical services for a definite period of time;
- D. Volunteer personnel including those who receive no regular compensation from the Center;
- E. Employees in the Executive Management Service. Positions presently included in this status are: Executive Director, Chief Financial Officer, Director of Clinical Program Services, Chief Operations Officer, Director of MHSA and Ethnic Services, Chief Compliance Officer, and Medical Director;
- F. Psychiatrists;
- G. Part-Time Employees;
- H. Temporary Employees.

Individuals in the categories listed above are not included in the competitive service to which these rules and regulations apply, but rather serve in an at-will status at the pleasure of the appointing authority. Such individuals have no property right in continued employment, are prohibited from the attainment of regular employment status, have no entitlement to pre-disciplinary rights or procedures, and are specifically excluded from disciplinary administrative appeal procedures contained in these rules and regulations.

SECTION 2. DEFINITION OF TERMS

All words and terms used in these rules and regulations and in any resolution dealing with personnel policies and procedures shall be defined as they are normally and generally defined in the field of personnel administration. For the purpose of convenience, however, the following words and terms most commonly used are hereinafter defined:

“ADMINISTRATIVE LEAVE” means leave approved by the Executive Director for special situations for which ordinary leaves such as annual/vacation, sick/medical, holiday, jury duty, and bereavement do not apply. Included, but not limited to, is substituted time off granted to FLSA “exempt” employees for pre-approved hours worked beyond the normal workweek.

“ADVANCEMENT” means a salary increase within the limits of the pay range established for classes provided by resolution.

“ALLOCATION” means the assignment of a single position to its proper class in accordance with the duties exercised, and the educational and experience requirements; or, the assignment of a class to a salary range or rate.

“ANNIVERSARY DATE” means date of initial appointment of an employee. (Also See Salary Anniversary Date)

“APPOINTING AUTHORITY” means the Executive Director or other officer who has been delegated the power to fill positions in the competitive service or to administer discipline.

“APPOINTMENT” means the employment of a person in a position.

“AT-WILL” means employment at the pleasure of the appointing authority. Individuals employed in an at-will status do not serve a probationary period, have no property right in continued employment, have no entitlement to pre-disciplinary rights or procedures, and are excluded from termination administrative appeal procedures.

“BASE SALARY” means the salary range and rate established in a salary resolution by the Governing Board exclusive of any overtime, shift differential, incentive, or other type of premium pay an employee may receive.

“CALL BACK DUTY” occurs when an employee is unexpectedly ordered by his/her department to return to duty, following the completion of his/her normal work shift or work week, because of unanticipated work requirements.

“CLASS” means all positions sufficiently similar in duties, authority, responsibilities, and minimum qualifications grouped for the equitable application of common standards of selection and compensation.

“CLASSIFICATION PLAN” means the designation by resolution of the Governing Board of a title for each class together with the specifications for each class as prepared and maintained by the Personnel Officer.

“CLASS SPECIFICATIONS” means a written description of a class, setting forth the essential characteristics, functions, and requirements of the positions in the class.

“COMPENSATORY TIME OFF” means time taken off, with pay, from work in lieu of overtime pay.

“COMPETITIVE SERVICE” means all positions in the Center service except those specifically excluded by these rules. Those excluded positions (listed in Rule II, Section 1 “Officers and Employees to Which Rules and Regulations are Applicable”) serve in an at-will status at the pleasure of the appointing authority.

“CONTINUOUS SERVICE” means the employment without a break or interruption in the competitive service. A break or interruption in continuous service shall be construed as an absence of the employee from his/her employment initiated by either the Center or the employee for periods of time of more than six consecutive months in an unpaid status.

“DEMOTION” means the voluntary or involuntary reduction of an employee from a position in one class to a position in another class having a lower maximum base salary rate and less responsible duties and/or less job qualifications.

"DISCIPLINE" generally means an action taken against an employee such as a verbal or written reprimand, suspension from work without pay, demotion, reduction in pay or discharge to correct performance deficiencies.

"DISCRIMINATION" (See Definition under Rule II, Section 6, Page 12.)

"DISMISSAL" means the involuntary separation of an employee from the Center's service.

"DOMESTIC PARTNER" includes those persons who are legally registered as domestic partners with the California Secretary of State and who meet the minimum requirements set forth in California Family Code section 297.

"ELIGIBLE" means a person who may be appointed to a vacant position in the competitive service as provided by these rules.

"ELIGIBILITY LIST" means a list of names of persons who have been examined/interviewed for a position in the competitive service and who have passed and are ranked on the list based on the score received.

"EXEMPT CLASSES" means those classes of positions that, by the nature of the job requirements, do not earn overtime. These classes include management and confidential classes that have been determined to be ineligible for overtime compensation as exempt classifications under the Fair Labor Standards Act (FLSA).

"FULL-TIME POSITION" means a position in the competitive service of the Center which requires at least 40 hours of work per week for employees employed after June 1, 1990.

"GRIEVANCE" (See Definition under Rule II, Section 8, Page 19)

"HARASSMENT" (See Definition under Rule II, Section 6, Page 12)

"LAYOFF" means the separation of an employee from Center service for reasons of economy or reductions or elimination of Center services.

"MERIT SALARY INCREASE" means the increase of an employee's salary within the salary range established for the class of position he/she occupies based on job performance in such position.

"OVERTIME" means written pre-approved time which an interim, probationary, or regular non-exempt employee is required to work in excess of the regular maximum number of hours prescribed for a full-time employee in that classification in a work period as described in these rules and regulations.

"PART-TIME POSITION" means a position having a work week of fewer hours than the work week established for full-time positions or a position compensated at a straight hourly rate and receiving only those benefits mandated by state or federal law. Part-time employees may not attain regular employment status and are at-will employee.

"POSITION" means a combination of duties and responsibilities assigned to a specific employment description, whether occupied or vacant, carrying certain duties by an individual on either a full-time or part-time basis.

“PROBATIONARY APPOINTMENT” means the probationary employment of an eligible candidate in a full-time position. A probationary appointment is for a specified working test period, during which job performance is evaluated as a basis for a subsequent regular appointment or dismissal without right of appeal. Part-time employees are not eligible for probationary appointments as they are prohibited from attaining regular employment status.

“PROBATIONARY EMPLOYEE” means a full-time employee who has a probationary appointment serving a probationary work test period for a regular position in a classification in which he/she is currently employed.

“PROBATIONARY PERIOD” means a working test period that is part of the selection process and during which time a full-time employee is required to demonstrate his/her fitness for the duties of the position to which he/she has been assigned by actual performance of such duties. The term “initial probationary period” means an employee’s first probationary period during his/her continuous Center employment. Promotion to a new position results in the commencement of a probationary period in the higher class.

“PROMOTION” means the advancement of an employee from a position in one classification to a position in another classification having a higher level of duties, responsibilities, qualifications and a higher maximum rate of pay.

“PROVISIONAL/INTERIM APPOINTMENT” means the appointment of a person to a classification in the Center service on an interim basis during which that person will continue to occupy the position from which he/she was appointed for a period of six (6) months and may be extended by mutual agreement of the parties. Except in cases of retired annuitants, in which the appointment would be limited to 960 hours per fiscal year (See Definition under Rule IV, Section 10, Page 45)

“RECLASSIFICATION” means the reassignment of a position from one class to a different class in accordance with a reevaluation of the minimum qualifications, duties, and responsibilities of the position. A reclassification is not a punitive action and does not apply when duties are voluntarily assumed by the employee. A reclassification shall not be used as a means to circumvent the promotion procedure. A reclassification can occur only when budget authority exists for a position in a different class.

“REDUCTION” means a salary and/or classification decrease for an employee, generally associated with a disciplinary action.

“REGULAR EMPLOYEE” means an employee who has successfully completed the initial probationary period and who regularly works a minimum of 40 hours per week. Such an employee shall become a full-time regular employee and shall be entitled to all the benefits provided herein.

“REINSTATEMENT” means the reappointment of an employee to a position in the same or comparable class within six (6) months of his/her resignation in good standing provided a position is available. Credit shall be granted for prior service in terms of the level of benefits accrued and seniority. A reinstated employee shall serve a new probationary period.

“REJECTION” means the involuntary separation from Center service of an employee who has not successfully completed his/her probationary period or the reduction of an employee who did not successfully complete his/her probationary period in a promotion to a position in a different class in which he/she had previously acquired regular status.

“RESIGNATION” means the voluntary separation of an employee from Center service. An employee wishing to leave in good standing shall file a written notice of intent to resign his/her position. The employee shall give at least two (2) calendar weeks’ notice of intention to leave the service, unless the supervisor consents to the employee leaving sooner. (See Rule VIII, Section 1, Page 73)

“RETALIATION” (See Definition under Rule II, Section 6, Page 12)

“SALARY ANNIVERSARY DATE” means the future date on which an employee is eligible, on the basis of satisfactory job performance for a prescribed period, for a merit salary increase within the salary range established for the class of position he/she occupies. (Also See Anniversary Date on Page 50.

“SALARY PLAN” means the assignment by the Governing Board resolution of salary ranges and/or salary rates to each class.

“SALARY RANGE” means the minimum and maximum salary rates for a class as established by resolution of the Governing Board.

“SALARY RATE” means the dollar amount assigned within a salary range.

“SCHEDULED PAID HOLIDAY” means an eight (8) hour paid holiday for full time staff.

“SENIORITY” means length of full-time employment service with the Center.

“SPOUSE” is defined by California law, but generally indicates a person with whom there is a legal marriage and/or other legally sanctioned relationship.

“SUSPENSION” means the temporary and involuntary separation of an employee, for a specified period of time, from the service, without pay, for disciplinary purposes.

“TEMPORARY APPOINTMENT” means an appointment to a position for a period of six months or less which may be extended by the Executive Director for a maximum of an additional six months.

“TEMPORARY EMPLOYEE” means a person who has been appointed to a position for a limited period.

“TEMPORARY POSITION” means a full-time or part-time position of limited duration.

“TERMINATION” means the separation of an employee from Center service due to layoff, retirement, resignation, dismissal, or death.

“TITLE,” “CLASS TITLE,” “TITLE OF CLASS” means the official name applied to a class and to each position allocated to the class and to the incumbent of each position.

“TRANSFER” means a change of an employee from one position to another position in the same classification or in another classification having the same maximum salary rate, involving the performance of basically similar duties, and requiring substantially the same minimum qualifications.

SECTION 3. HUMAN RESOURCES DEPARTMENT - POWERS AND DUTIES

The Human Resources Department or his/her designee or agency employed for that purpose, shall:

- A. Prepare and recommend to the Governing Board, as required, amendments to these rules and regulations.
- B. Prepare a "salary compensation" plan and revisions thereto as required.
- C. Be responsible for administration of the following procedures within the framework of these rules and regulations.
 1. The formulation of specifications for each class of position in the competitive service of the Center.
 2. The allocation of positions to class in the competitive service on the basis of duties, responsibilities, and requirements.
 3. The public announcement of vacancies and examinations and the acceptance of applications for employment.
 4. The preparation and conduct of examinations/interviews and the establishment and use of eligibility lists containing names of persons eligible for appointment.
 5. The certification and appointment of persons from eligibility lists to fill vacancies and the making of temporary and emergency appointments.
 6. The evaluation of employees during the probationary period and periodically thereafter.
 7. The transfer, promotion, demotion, discipline, and re-employment of employees in the competitive service.
 8. The setting of hours of work, attendance and leave regulations, and working conditions.
 9. The promotion of employee morale, welfare, training, and safety.
 10. The voluntary and involuntary separation of employees from the competitive service.
 11. The maintenance and use of necessary records and forms, including payroll certification.
 12. The establishment and maintenance of suitable methods of effective communication between employees and their supervisors; between employees and the Executive Director; and between employees and the Governing Board, relating to conditions of employment in the Center service.
 13. The development of a pay and benefit package for management, confidential, and unrepresented employees and the presentation of this package to the Governing Board.
 14. The development and administration of the Center's employee-employer relationship program consistent with State law.

15. The development and administration of policies which assure an unbiased work environment and fully protect the rights of each employee.

SECTION 4. EQUAL EMPLOYMENT OPPORTUNITY

This section applies to all employees of and applicants for employment with the Center.

The Center prohibits discrimination against employees or applicants for employment on the basis of race, color, religion and religious creed, sex (including pregnancy), gender, gender identity (including transgender and transsexual), gender expression, national origin, ancestry, citizenship status, age (40 and over), marital status, physical or mental disability, medical condition, genetic characteristics or information, sexual orientation, military and veteran status or any other basis protected by law.

The Center will afford equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination. Employees, volunteers, or applicants who believe they have experienced any form of employment discrimination or abusive conduct are encouraged to report this immediately to Human Resources, or to contact the U.S. Equal Employment Opportunity Commission or the California Department of Fair Employment and Housing.

SECTION 5. REASONABLE ACCOMMODATION POLICY

This section applies to all applicants to the Center and all employees, volunteers and interns of the Center, to the extent required by law.

A. Policy.

Absent undue hardship or direct threats to the health and safety of employee(s), the Center provides employment-related reasonable accommodations to:

1. Qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act ("FEHA") and Title I of the Americans with Disabilities Act ("ADA"), to enable them to perform essential job functions;
2. Employees with conditions related to pregnancy, childbirth, or a related medical condition, if she so requests, and with the advice of her health care provider;
3. Employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work; and
4. Employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement (see Section 5(C).)

B. Procedure.

1. *Request for Accommodation.* An employee who desires a reasonable accommodation in order to perform essential job functions should make such a request in writing to the Human Resources Department. The request should identify:
 - a) the job-related functions at issue; and b) the desired accommodation(s).

2. Documentation or Certification Indicating Need for Reasonable Accommodation.
 - a. **Disability.** If the disability or the need for reasonable accommodation is not obvious, the Center may require the individual to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient documentation, the Center will: 1) explain the insufficiency; 2) allow the employee or applicant to supplement the documentation; and 3) pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided.

 - b. **Pregnancy or Related Condition.** If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, the Center will provide the employee with notice of the need for a medical certification within two business days after the employee's request for accommodation. A medical certification confirming the need for a reasonable accommodation, including transfer, is sufficient if it contains: a description of the requested accommodation or transfer; a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer.

 - c. **Victim Status.** An employee who is a victim of domestic violence, sexual assault, or stalking and who requests an accommodation to provide for his or her safety while at work must provide both of the following:
 - i. a written statement signed by the employee or an individual acting on the employee's behalf, to certify that the accommodation is to address victim-safety concerns while at work; and
 - ii. a certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, which can be in the form of: a police report indicating the employee's victim status; a court order separating the perpetrator from the employee or that the employee has appeared in court for that purpose; or documentation from a medical professional or counselor that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or stalking.

3. *Fitness for Duty Examination.* The Center may require an employee to undergo a fitness for duty examination when there is significant evidence that:
 - a. the employee's ability to perform one or more essential functions of his or her job has declined; or

- b. could cause a reasonable person to question whether an employee is still capable of performing one or more of his or her essential job duties, or is still capable of performing those duties in a manner that does not harm him or herself or others.

The purpose of the examination is to determine whether the employee has a disability and is able to perform the essential functions of the job with or without reasonable accommodation, and it will be conducted at the Center's expense. The Center may also require that a Center approved physician conduct the examination.

4. *Interactive Process Discussion.* The Center will initiate the interactive process when:
 - a. an applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodation(s); or
 - b. the Center otherwise becomes aware of the need for an accommodation through a third party (e.g. a doctor's note requesting an accommodation), or by observation of the employee's work; or
 - c. the Center becomes aware of the possible need for an accommodation because the employee with a disability has exhausted workers' compensation leave, Family and Medical Act leave, or other leave rights, but the employee and/or the employee's health care provider indicate that further accommodation is still necessary for recuperative leave or other accommodation; or
 - d. an employee disabled by pregnancy, childbirth or related medical conditions requests a reasonable accommodation or transfer based on the advice of her health care provider; or
 - e. an employee with a physical or mental disability, regardless of cause, fails to return to work following pregnancy disability leave; or
 - f. an employee-victim of domestic violence, sexual assault, or stalking requests a reasonable accommodation(s) for his or her safety at work.

After the occurrence of any of the above-stated circumstances that trigger the need to conduct an interactive process meeting, the Center will promptly arrange for a discussion(s), in person or via telephone conference call, with the applicant or employee, and his or her representative(s), if any. The purpose of the discussion(s) is to work in good faith to fully consider all feasible potential reasonable accommodations. The Center will document these communications in writing.

5. *Case-by-Case Determination.* Based on the particular facts of each case, the Center will determine, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. The Center will not provide accommodation(s) that would pose an undue hardship upon Center finances or operations, or that would endanger the health or safety of the employee or others. The Center will inform the employee of its decision as to reasonable accommodation(s) in writing.

C. Accommodations for Sincerely Held Religious Beliefs and Observances

1. *Request for Accommodation.* The Center also provides employment-related reasonable accommodations to individuals based upon religious belief within the meaning of the California Fair Employment and Housing Act, unless doing so would cause an undue burden on the Center.

Any person who desires such a reasonable accommodation should make such a request in writing to the Human Resources Department. The request should identify the desired accommodation(s). Upon a request for a religious accommodation, if the Center has an objective basis for questioning either the religious nature or sincerity of a particular belief or practice, the Center may seek additional information.

2. *Case-by-Case Determination.* Based on the particular facts of each case, the Center determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. The Center will consider the preference of the employee or applicant, but has the right to select and implement any accommodation that it deems effective. The Center will inform the employee of its decision as to reasonable accommodation(s) in writing.

D. Service and Support Animals

1. The Center permits employees, volunteers and interns to bring a service or support animal ("assistive animal") into the workplace where necessary as a reasonable accommodation under FEHA and the ADA.
2. Definitions.
 - a. **Assistive Animal.** An assistive animal means an animal that is necessary as a reasonable accommodation for a person with a disability. An assistive animal includes, but is not limited to guide dogs, signal animals, service animals, and support animals.
 - b. **Service Animal.** A service animal is defined as a dog or other animal individually trained to the requirements of the individual with a disability, including, but not limited to, minimal protection work, rescue work, pulling a wheelchair, or fetching dropped items. The work or tasks performed by a service animal must be directly related to the employee, intern or volunteer's disability.
 - c. **Support Animal.** A support animal is defined as a dog or other animal that provides emotional, cognitive or other similar support to a person with a disability, including, but not limited to, traumatic brain injuries or mental disabilities, such as major depression.
3. *Requests for Accommodation.* An employee, volunteer or intern ("individual") requesting as a reasonable accommodation the use of an assistive animal must comply with Subsection B, above. The Center may require the individual to provide certification from his or her healthcare provider stating that he or she has a disability (diagnosis not to be provided) and explaining why the assistive animal is necessary as an accommodation to enable the individual to perform the essential functions of his or her job. The individual must also confirm that the assistive animal meets the minimum requirements set forth in Paragraph 4 below. Whether an assistive animal constitutes a reasonable accommodation shall be determined on a case-by-case basis.
4. *Approved Assistive Animals.* Approved assistive animals must: (1) be free from offensive odors and display habits appropriate to the work environment, for example, the elimination of urine and feces; (2) not engage in behavior that endangers the health or safety of the individual or others in the workplace; and (3) if the assistive animal is a service animal, be trained to provide assistance for the individual's disability. Such assistance may include, but is not limited to, assisting

individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, pulling a wheelchair, and assisting an individual during a seizure. Additionally:

- a. All assistive animals must be immunized against rabies and other diseases common to that type of animal and must otherwise be in good health. All vaccinations must be current. All assistive animals must wear a rabies vaccination tag to the extent required by law.
 - b. All animals must be registered and licensed as required per California law.
 - c. All assistive animals must at all times wear an identification tag, which includes the name and phone number of the owner or disabled individual (the "handler").
 - d. All assistive animals must be under the full control of the handler at all times. The care and supervision of the animal is the sole responsibility of the handler. The handler must not permit co-workers or other persons to maintain or supervise the animal and may not leave the animal unattended for any length of time. Dogs may also not bark repeatedly unless required to do so as a part of the task being performed.
 - e. All assistive animals must be housebroken.
5. *Removal.* Reasonable behavior is expected from assistive animals while on Center property. An assistive animal may be removed from a Center facility temporarily or excluded from the facility permanently if the assistive animal is disruptive, aggressive, or otherwise out of control, in poor health, or habitually unclean.

SECTION 6. POLICY AGAINST WORKPLACE DISCRIMINATION, HARASSMENT AND RETALIATION

This section applies to all Center applicants, employees regardless of rank or title, elected or appointed officials, interns, volunteers, and contractors (hereinafter referred to as "covered individuals"). For purposes of this Policy, "intern" is defined to include both paid and unpaid interns.

A. Purpose.

To establish a strong commitment to prohibit and prevent discrimination, harassment, and retaliation in employment; to define those terms; and to set forth a procedure for investigating and resolving internal complaints. The Center encourages all individuals to report – as soon as possible – any conduct that is believed to violate this policy.

B. Policy.

1. The Center has zero tolerance for any conduct that violates this policy. Conduct need not arise to the level of a violation of law in order to violate this policy. Instead a single act can violate this policy and provide grounds for discipline, up to and including dismissal, or other appropriate sanctions. If you are in doubt as to whether or not any particular conduct may violate this Policy, do not engage in the conduct, and seek guidance from a supervisor or the Human Resources Manager.
2. Harassment or discrimination against a covered individual by a supervisor, management employee, co-worker, volunteer, intern or contractor on the basis of

race, color, religion or religious creed, sex, gender, gender identity (including transgender and transsexual), gender expression, national origin, ancestry, citizenship status, age, marital status, physical or mental disability, medical condition, genetic information, sexual orientation, military or veteran status or any other basis protected by law will not be tolerated.

3. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation and training.
4. Disciplinary action or other appropriate sanction up to and including dismissal will be instituted for prohibited behavior as defined below.
5. Any retaliation against a person or the family member of a person for filing a complaint, participating in the complaint resolution process, or engaging in any other protected activity is prohibited. Discrimination or retaliation against an individual for requesting a reasonable accommodation for a disability or religious belief, regardless of whether the accommodation was granted, is likewise prohibited. Individuals found to be retaliating in violation of this policy will be subject to appropriate sanction or disciplinary action up to and including termination.

C. Definitions.

1. **Protected Classifications.** This policy prohibits harassment, discrimination, or retaliation because of an individual's protected classification. "Protected classification" includes race, color, religion or religious creed, sex, gender, gender identity (including transgender and transsexual), gender expression, national origin, ancestry, citizenship status, age (40 and over), marital status, physical or mental disability, medical condition, genetic information, military and veteran status, sexual orientation, and any other basis protected by law.
 - a. "Gender expression" means a person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex at birth.
 - b. "Gender identity" means a person's identification as male, female, a gender different from the person's sex at birth, or transgender. "Transgender" is a general term that refers to a person whose gender identity differs from the person's sex at birth.
 - c. "Sex" includes but is not limited to pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth or breastfeeding; gender identity; and gender expression. A transgender employee is protected against harassment, discrimination and retaliation for purposes of pregnancy, childbirth, breastfeeding and their related conditions.
2. **Policy Coverage.** This policy prohibits covered individuals from harassing, discriminating, or retaliating against covered individuals because:
 - a. Of an individual protected classification,
 - b. Of the perception that an individual has a protected classification, or
 - c. The individual associates with a person who has or is perceived to have a protected classification.
3. **Discrimination.** This policy prohibits treating individuals differently and adversely

- because of the individual's protected classification, actual or perceived; because the individual associates with a person who is member of a protected classification, actual or perceived; or because the individual participates in a protected activity as defined herein.
4. **Harassment.** Harassment includes, but is not limited to, the following types of behavior that is taken because of a person's actual or perceived protected classification:
 - a. **Speech**, such as epithets (e.g. nicknames and slang terms), derogatory or suggestive comments, propositioning, jokes or slurs, including graphic verbal commentaries about an individual's body or that identify a person on the basis of his or her protected classification. This may also include comments about appearance and/or stories that tend to disparage those of a protected classification.
 - b. **Visual forms of harassment**, such as derogatory posters, notices, bulletins, cartoons, drawings, sexually suggestive objects, or e-mails related to a protected classification. Visual harassment includes mimicking the way someone walks or talks because of their protected classification.
 - c. **Physical acts**, such as assault, offensive touching, impeding or blocking movement, pinching, grabbing, patting, leering, making express or implied job-related threats or promises in return for submission to physical acts, or any physical interference with normal work or movement.
 - d. **Unwanted sexual advances**, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.
 - e. **Sexual harassment**, may take the form of "quid pro quo" harassment or create a "hostile work environment."
 - i. "Quid pro quo" sexual harassment is characterized by explicit or implicit conditioning of a job or promotion on an applicant or employee's submission to sexual advances or other conduct based on sex.
 - ii. "Hostile work environment" sexual harassment occurs when unwelcome comments or conducted based on sex unreasonably interferes with the employee's work performance or creates an intimidating, hostile or offense work environment. Sexual harassment may occur even when the harassing conduct is not motivated by sexual desire.
 5. **Guidelines for Identifying Harassment.** To help clarify what constitutes harassment in violation of this Policy, use the following guidelines:
 - a. Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.
 - b. It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.
 - c. Simply because no one has complained about a joke, gesture, picture, physical

- contact, or comment does not mean that the conduct is welcomed. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.
- d. Even visual, verbal, or physical conduct between two employees who appear to welcome the conduct can constitute harassment of a third individual who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.
 - e. Conduct can constitute harassment in violation of this Policy even if the individual engaging in the conduct has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual of the recipient's same protected classification would find it offensive (e.g., gifts, over attention, endearing nicknames).
6. *Protected Activity.* A "protected activity" includes, but is not limited to any of the following:
- a. Filing a complaint with a federal or state enforcement or administrative agency;
 - b. Participating in or cooperating with a federal or state enforcement agency that is conducting an investigation of the Center regarding alleged unlawful activity;
 - c. Testifying as a party, witness, or accused regarding alleged unlawful activity;
 - d. Associating with another employee who is engaged in any of the protected activities enumerated here;
 - e. Making or filing an internal complaint with the Center regarding alleged unlawful activity or violation of this Policy;
 - f. Opposing violations of this Policy;
 - g. Participating in an investigation under this Policy;
 - h. Providing informal notice to the Center regarding alleged unlawful activity or violations of this Policy; Calling a governmental agency's "Whistleblower hotline;"
 - i. Filing a written complaint under penalty of perjury that the Center has engaged in "gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety;"
 - j. Making a request for an accommodation for a disability; or
 - k. Making a request for accommodation for religious beliefs.
7. *Romantic and Sexual Relationships Between Supervisors and Subordinates.* Romantic or sexual relationships between supervisors and subordinate employees are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcomed sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcomed and harassing.
8. *Retaliation.* Any adverse conduct taken against a covered individual because of the individual's protected activity as defined in this Policy, or because an individual's family member has engaged in a protected activity. Retaliation of any kind is strictly

prohibited. Any act of reprisal violates this Policy and will result in appropriate disciplinary action, up to and including termination.

Examples of actions that might be retaliation against a complainant, witness or other participant in the complaint process includes:

- a. Singling a person out for harsher treatment;
- b. Lowering a performance evaluation;
- c. Failing to hire, failing to promote, withholding pay increases, assigning more onerous work, abolishing a position, demotion or discharge; or
- d. Real or implied threats of intimidation to prevent an individual from reporting alleged wrongdoing, harassment, or discrimination. Any act of retaliation will be treated as a separate and distinct incident, regardless of the outcome of the harassment or discrimination complaint.

SECTION 7. COMPLAINT PROCEDURE FOR DISCRIMINATION, HARASSMENT AND RETALIATION

This section applies to all Center applicants, employees regardless of rank or title, elected or appointed officials, interns, volunteers, and contractors (hereinafter referred to as "covered individuals").

The following complaint procedure is established for the investigation and resolution of unlawful harassment, discrimination and/or retaliation at the workplace. This procedure will be used in place of the Grievance Procedure established in Rule II, Section 8 herein to investigate and resolve such complaints.

An individual who utilizes the following complaint procedure may not simultaneously or subsequently use the Grievance Procedure established in Rule II, Section 8 herein relative to the same reported instance or instances.

A. Complaint Procedure.

A covered individual who feels he or she has been subjected to harassment, discrimination, or retaliation in violation of this Policy should report the conduct immediately as outlined below so that the complaint can be resolved quickly and fairly. All employees involved in the complaint process may be represented by a person of their choosing and at their own expense. A covered individual may make a complaint verbally or in writing to any of the following individuals:

- Immediate Supervisor;
- Any supervisor or manager within or outside of the department;
- Chief Operations Officer; or
- Human Resources Manager.

There is no need to follow the chain of command. Any supervisor or manager who receives a complaint should notify the Human Resources Manager immediately. In addition to making a complaint, an individual can also:

1. *Object to the Conduct.* Sometimes an individual is unaware that his/her conduct is offensive. The offensive behavior may be eliminated by simply informing the offender

that the conduct or language in question is unwelcome and offensive and request that it be discontinued immediately. A person who believes he/she is being harassed is encouraged, but not required, to use this process. If the conduct in question continues after the offending person has been informed it is offensive, or if a person does not feel comfortable talking to the offending person directly, the employee should make a report in accordance with Subsection *b* and *c* below or go directly to the formal reporting process.

2. Option to Report to Outside Administrative Agencies. Covered individuals have the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH).

B. Investigation of Complaint.

Upon receipt of a complaint of alleged harassment, discrimination or retaliation, the Human Resources Manager will be responsible for coordinating a thorough investigation (unless he/she is named in the complaint). The Human Resources Manager may coordinate the investigation with the complainant's department head and/or Director of MHSA and Ethnic Services and may hire an outside investigator if the Center deems it appropriate. The type of investigation undertaken, and the party chosen to conduct the investigation will depend on the nature of the complaint made and will be determined by the Human Resources Manager. The Human Resources Manager will report the status of investigations to the Executive Director as appropriate. The Human Resources Manager, in concurrence with the Chief Operations Officer and Executive Director, may take interim action to diffuse volatile circumstances.

The investigator will review the complaint allegations in an objective manner and to the extent that the Center deems necessary. The investigation will normally include interviews with the reporting individual, the accused, and any other person who is believed to have relevant knowledge concerning the allegations. The investigator will remind all witnesses to maintain the confidentiality of the interview and that retaliation against those who report alleged harassment or who participate in the investigation is prohibited.

The Center takes a proactive approach to potential Policy violations and will conduct an investigation if its officers, supervisors, or managers become aware that harassment, discrimination or retaliation may be occurring, regardless of whether or not the recipient of the alleged action or a third party reports a potential violation.

C. Remedial and Disciplinary Action.

If the investigation determines that the alleged conduct occurred and that the conduct violated this Policy, the Center will notify the complainant and perpetrator of the general conclusion(s) of the investigation and take effective remedial action that is designed to end the violation(s). If discipline is imposed, the level of discipline will not be communicated to the complainant.

Any employee or officer determined to have violated this Policy will be subject to disciplinary action, up to and including termination. Disciplinary action may also be taken against any supervisor or manager who condones or ignores potential violations of this Policy, or who

otherwise fails to take appropriate action to enforce this Policy. Any official or contractor found to have violated this Policy will be subject to appropriate sanctions.

D. Final Recommendations.

The Human Resources Manager and Chief Operations Officer, in conjunction with legal counsel, and the Director of MHSA and Ethnic Services, may advise Department Head on recommended course of action in regards to the findings of the investigation of complaints regarding protected classifications.

E. Closure.

At the conclusion of the investigation, the Human Resources Manager will notify the complainant in general terms of the outcome of the investigation.

F. Confidentiality.

Every possible effort will be made to assure the confidentiality of complaints made under this policy. Complete confidentiality cannot be assured, however, due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the greatest extent allowed by law. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or Human Resources or designee. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction. The employer will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

G. Responsibilities.

1. Managers and Supervisors are responsible for:
 - a. Informing employees of this policy.
 - b. Modeling appropriate behavior.
 - c. Taking all steps necessary to prevent harassment, discrimination or retaliation from occurring.
 - d. Receiving complaints in a fair and serious manner and documenting steps taken to resolve complaints.
 - e. Monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
 - f. Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
 - g. Informing those who complain of harassment or discrimination of his or her option to contact the EEOC or DFEH regarding alleged policy violations.
 - h. Assisting, advising, or consulting with employees and Human Resources regarding this Policy and Complaint Procedure.

- i. Assisting in the investigation of complaints involving employee(s) in their departments and, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with these Rules and Policies, up to and including discharge.
 - j. Implementing appropriate disciplinary and remedial actions.
 - k. Reporting potential violations of this policy of which he or she becomes aware to the Human Resources Department and/or designee and department head, regardless of whether a complaint has been submitted.
 - l. Participating in periodic training and scheduling employees for training.
2. Each employee, intern, volunteer, or contractor is responsible for:
- a. Treating all individuals in the workplace or on worksites with respect and consideration.
 - b. Modeling appropriate behavior.
 - c. Participating in periodic training.
 - d. Fully cooperating with the Center's investigations by responding fully and truthfully to all questions posed during the investigation.
 - e. Maintaining confidentiality of any investigation that the employer conducts by not disclosing the substance of any investigatory interview, except as directed by Human Resources.
 - f. Reporting any act he or she believes in good faith constitutes harassment, discrimination or retaliation as defined in this Policy, to his or her immediate supervisor, or department head, or Human Resources.

H. Mandatory Training.

As part of its commitment to ensuring a work environment free from harassment and discrimination, the Center requires that all of its employees receive training on this Policy at least once every two years or more frequently as determined by Human Resources. Human Resources will schedule training sessions each year to ensure that employees are able to complete the mandatory training. Attendance at the training will be documented.

Any questions, concerns or comments related to this complaint procedure should be directed to the Human Resources Manager or the Chief Operations Officer.

SECTION 8. GRIEVANCE PROCEDURE

This section applies to all full-time, regular employees of the Center with the exception of at-will employees.

A. Policy.

The goal of this grievance procedure is to make every reasonable effort to resolve applicable complaints as near as possible to the point of origin.

B. Eligibility to File a Grievance.

A grievant is a regular employee who is personally affected by an act or omission that occurred no more than 14 calendar days prior to the filing of the grievance, provided that the act or omission comes within the definition of "grievance" as described herein.

C. Definition of "Grievance."

Subject to the exclusions listed in this Policy, a grievance is defined as any dispute that:

1. Is job-related,
2. Is wholly or partially within the province of the Center to rectify or remedy,
3. Concerns terms and conditions of employment,
4. Involves the interpretation, application, or alleged violation of these Policies, and
5. Is not subject to any other Center dispute resolution process or procedure that is provided by statute, ordinance, resolution or agreement.

D. Exclusions from the Grievance Procedure.

The following matters are excluded from the definition of "grievance."

1. Requests for changes in wages, hours, or working conditions, including any impasse or dispute in the meet and confer process or matter within the scope of representation;
2. Requests for changes in the content of employee evaluations or performance reviews, oral or written warnings, reprimands or counseling memos;
3. Challenges to a decision to reclassify, layoff, transfer, deny reinstatement, or deny a step or merit increase;
4. Challenges to any disciplinary action; and
5. Challenges to examinations or the appointment to positions.

E. Grievance Procedure.

The grievance procedure has the following four steps:

1. *Step 1: Informal Discussion.*

Within 14 calendar days of the occurrence of the act(s) that constitute the grievance, an employee shall discuss the grievance with his/her immediate supervisor, who will investigate and/or attempt to resolve the matter. The supervisor will give the employee an oral reply within ten (10) calendar days after the discussion. If the employee is not satisfied with the reply or receives no timely reply, he or she may proceed to Step 2.

2. *Step 2: Formal Discussion.*

- a. Any grievance not resolved at Step 1 may be submitted in writing to the immediate supervisor no later than ten (10) calendar days after the date of the supervisor's oral reply.

If the employee does not receive a timely reply from his or her supervisor, he or she may submit a written grievance to the immediate supervisor no later than ten (10) calendar days after the expiration of the supervisor's time to reply in Step 1.

The written grievance must include all of the following:

- (1) A description of all facts regarding how the alleged violation occurred and how the grievant is/was adversely affected by the alleged violation; misinterpretation, or misapplication;
 - (2) Identify the specific provision of these Rules and Regulations that was allegedly violated, misinterpreted, or misapplied;
 - (3) The date or dates on which the violation, misinterpretation, or misapplication allegedly occurred;
 - (4) The documents, witnesses or other evidence that support the grievance;
 - (5) The desired solution or remedy;
 - (6) The signature and identification of the grievant; and
 - (7) The person, if any, the grievant has chosen to be his or her representative.
- b. No grievance will be accepted for processing until all of the information listed above is provided. Within ten (10) calendar days after the grievant provides all of the information listed above, the immediate supervisor may, in his or her discretion, schedule a meeting with the grievant for the parties to work at resolving the grievance. The immediate supervisor shall give the grievant a written reply within ten (10) calendar days after receipt of the written grievance, or the meeting, whichever occurs later, and will file a copy in the grievance file. If the grievant is not satisfied with the response, or receives no timely response, he/she may proceed to Step 3.

3. *Step 3: Department Director.*

Any grievance not resolved at Step 2 may be submitted in writing to the department director (e.g. Director of Clinical Program Services, Chief Operations Officer, Chief Financial Officer, Chief Compliance Officer, Director of MHSA and Ethnic Services, Medical Director) no later than ten (10) calendar days after the date of the immediate supervisor's written reply. If the employee does not receive a timely reply from his or her supervisor in Step 2, he or she may submit a written grievance to the department director no later than ten (10) calendar days after the expiration of the supervisor's time to reply in Step 2.

The grievant shall provide the department director with copies of the Step 2 response. Within ten (10) calendar days thereafter, the department director may, in his or her discretion, schedule a meeting with the grievant for the purpose of giving the parties the opportunity to resolve the grievance.

The department director will give the grievant a written reply within 14 calendar days after receipt of the written grievance, or the meeting, whichever occurs later, and will

file a copy in the grievance file. If the grievant is not satisfied with the response or receives no timely response, he/she may proceed to Step 4.

4. *Step 4: Executive Director or Executive Designee*

The Executive Director may delegate non-involved executive level directors, department directors or other management-level employees to act on his or her behalf in this process.

Any grievance not resolved at Step 3 may be submitted in writing to the Executive Director or Designee no later than 10 days after the date of the department director's written reply. If the employee does not receive a timely reply from the department director in Step 3, he or she may submit a written grievance to the Executive Director or Designee no later than 10 calendar days after the expiration of the department director's time to reply in Step 3.

The grievant shall provide the Executive Director or Designee with copies of the Step 2 and 3 responses. Within ten (10) calendar days thereafter, the Executive Director or Designee may, at his or her discretion, schedule a meeting with the grievant to discuss the matter. After consideration of the facts and an investigation, if the Executive Director or Designee deems necessary, he or she will give his or her written decision to the grievant.

5. *Executive Director's Decision on Grievance.*

If the Executive Director delegates a management-level employee to act on his or her behalf during Step 4 of the grievance process, the Executive Designee will render an advisory recommendation to the Executive Director.

The Executive Director's decision will be final and binding. The Executive Director's decision will be limited as follows:

- a. The decision shall neither add to, detract from, nor modify the language of these Personnel Rules and Regulations.
- b. The decision shall be confined to the precise issue(s) the grievance has raised and that the grievant has submitted.
- c. Any monetary award in favor of the grievant may not exceed wages or benefits that the grievant has actually lost as a result of the matters alleged in the grievance. In no event shall any grievance award include any compensatory damages or attorneys' fees.

F. Settlement of Grievance.

Any grievance will be deemed settled when it is not appealed to the next step within the specified time limit, unless an extension of time to a definite date has been mutually agreed upon in writing. Any grievance that the grievant fails to timely move to the next step shall be deemed resolved on the basis of the last disposition.

G. Representation.

An employee may have a representative of his or her choice present at all stages of the grievance procedure, except that no one may be represented by an employee he or she supervises, and no employee may be represented by his or her supervisor or department director. If the employee's representative is a fellow employee, that employee will receive time off from his or her work assignment for the time of the grievance meeting or hearing plus reasonable travel time. Forty-eight hours prior to the grievance meeting, the employee shall inform the immediate supervisor, department director, Executive Director or Designee whether he or she shall be represented at the grievance meeting and shall identify the representative.

H. No Retaliation.

An employee shall not be penalized for using this procedure. However, the employee shall not be provided immunity from disciplinary action during the grievance process.

I. Withdrawal.

A grievant may withdraw any grievance at any time, without prejudice, by giving written notice to the Center representative who last took action on the grievance, and by providing a copy of the notice to the Human Resources Department.

J. Resubmission.

Upon consent of the person hearing the grievance and the grievant, a grievance may be resubmitted to a lower step in the grievance procedure for reconsideration.

K. Miscellaneous.

If an employee is given an order that he or she wishes to grieve, the employee must first comply with the order and file a grievance later, unless the employee reasonably believes that the assignment endangers the health or safety of the employee or others or if the employee reasonably believes that the requested assignment violates the employee's constitutional rights or requires the employee to violate federal or state law.

SECTION 9. DRUG FREE WORKPLACE/TESTING POLICY

This section applies to all Center employees.

A. Policy.

1. The manufacture, distribution, dispensation, possession, or use of alcohol, any controlled substance, narcotic, or prescription drug that has not been lawfully prescribed to the employee is prohibited in both Center workplaces and wherever Center business is performed.
2. A Center employee is prohibited from working or being subject to call in if impaired by alcohol, any controlled substance, narcotic, or prescription drug whether or not lawfully prescribed.

3. An employee must notify his/her supervisor before beginning work when taking medications or drugs, including but not limited to prescription drugs, over the counter medications, or illegal drugs or narcotics, which could interfere with the safe and effective performance of duties or operation of the Center equipment. If there is a question regarding an employee's ability to perform assigned duties safely and effectively while using prescribed medications, the Center may require medical clearance.
4. Compliance with this policy is a condition of the Center employment. Disciplinary action will be taken against those who violate this policy.

B. Scope of Policy.

This policy applies to all Center employees when they are on the Center property or when performing the Center-related business elsewhere.

C. Searches.

In order to promote a safe, productive and efficient workplace, the Center has the right to search and inspect all Center property, including but not limited to lockers, storage areas, furniture, Center vehicles, and other places under the common control of the Center, or joint control of the Center, and employees. No employee has any expectation of privacy in any Center building, property, or communications system.

D. Drug and Alcohol Testing.

The Center has discretion to test a current employee for alcohol or drugs in the following instances:

1. *Reasonable Suspicion Testing.* The Center may require a blood test, urinalyses, or other drug and/or alcohol screening of those persons reasonable suspected of using or being under the influence of a drug or alcohol at work. Testing must be approved by the Human Resources Supervisor or Manager, the department director, or a designee.

"Reasonable suspicion" is based on objective factors, such as behavior, speech, body odor, appearance, or other evidence of recent drug or alcohol use which would lead a reasonable person to believe that the employee is under the influence of drugs or alcohol. (Refer to Alcohol and Drug Abuse Policy, attached to these Personnel Rules as *Exhibit A* for further indicators.) The supervisor/Manager may not rely solely on long-term signs such as absenteeism.

In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion and discuss the matter with the Human Resources Supervisor or Manager or department director. If there is a reasonable suspicion of drug or alcohol abuse, the employee will be relieved from duty and placed on sick leave until the test results are received.

2. *Post-Accident Testing and Reporting.* The Center may require alcohol or drug screening following any work-related accident or violation of safety precautions or standards in which the Center suspects drugs or alcohol may have played a role in the accident or violation.

The suspicion of the involvement of drugs or alcohol in the accident or violation will constitute reasonable suspicion. This includes individuals who drive agency vehicles or conduct agency business while driving their personal vehicles. For employees subject to the Federal Motor Carrier Safety Regulations, such testing is mandatory for any accident that results in a fatality; anytime a driver is involved in an accident that results in anyone receiving medical treatment away from the scene of the accident, and/or any accident in which the driver receives a citation from law enforcement officials.

Employees involved in workplace accidents, illnesses, or injuries must report the incident to a supervisor as soon as practicable after the employee has realized that he or she has suffered a recordable work-related accident, injury, or illness. Employees may initially make reports verbally, whether by phone or in person, but employees reporting workplace accidents, illnesses, or injuries should provide a written report of the incident as soon as practicable. Nothing in this Policy is intended to deter or discourage employees from accurately reporting a workplace injury or illness and employees shall not be subject to retaliation for making a reasonable report about a workplace accident, illness, or injury.

3. *Pre-Employment Drug Testing.* Individuals seeking employment for "special need" positions, including safety-sensitive positions and positions that involve the direct influence over children, shall be required to pass a pre-employment drug test as a condition of employment.

E. Employee's Responsibilities.

A Center employee must:

1. Not report to work or be on standby or on-call status while impaired by alcohol, any controlled substance, narcotic, or prescription drug whether or not lawfully prescribed.;
2. Not possess or use controlled substances, narcotics, or prescription drugs that have not been lawfully prescribed to the employee at any time, or use alcohol at any time while on the Center property or while on duty for the Center at any location;
3. Not directly or through a third party manufacture, sell, distribute, dispense, or provide alcohol or controlled substances, narcotics, or prescription drugs to any person, including any employee, at any time while on the Center property or while on duty for the Center at any location; unless authorized and licensed to do so as an essential function of their job duties (ie, Psychiatric Technician, Psychiatrist)
4. Notify his or her supervisor, before beginning work, when taking any medications, narcotics, or drugs, prescription or nonprescription, which may interfere with the safe and effective performance of duties or operation of Center equipment;
5. Notify the department director of any criminal conviction for a drug violation that occurred in the workplace within no more than five days after such conviction;
6. Notify the supervisor immediately of facts or reasonable suspicions when he or she observes behavior or other evidence that a fellow employee poses a risk to the health and safety of the employee or others; and

7. Consent to drug or alcohol testing and searches.

F. Management Employee Responsibilities.

The Center management employees must:

1. Notify the state or federal granting agency which has funded the work or program, if any, within ten (10) days after receiving notice of any criminal drug statute convictions for a violation that occurred at a site where work is/was being done with a specific grant or contract;
2. Record factors supporting "reasonable suspicion" as defined above and consult with other management staff in order to determine whether there is reasonable suspicion to test an employee as described by this policy;
3. Take appropriate disciplinary action within thirty (30) days of receiving notice of any criminal drug statute conviction that occurred in a Center workplace, up to and including dismissal, or require that the convicted employee participate satisfactorily in a drug abuse assistance or rehabilitation program as a condition for returning to duty; and
4. Take appropriate disciplinary action for any violation of this policy.

G. Employee Assistance Programs.

The Center encourages employees to seek treatment voluntarily for alcohol or drug abuse and to utilize available employee assistance programs or medical insurance providers. Any employee who comes forth and notifies the Center of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness. In such cases, sick leave, or leave of absence without pay may be granted for treatment and rehabilitation as in other illnesses. Employees may be referred to or encouraged to participate in employee assistance programs and such participation may be a mandated alternative to disciplinary action. Participation in an employee assistance program, however, shall not be an automatic exemption of employees from disciplinary action resulting from inadequate job performance.

H. Tobacco Use.

Tri-City Mental Health Center Facilities shall be smoke free. Employees and/or visitors to the Center shall be directed to refrain from smoking within the premises and in other areas designated as "non-smoking" by the Center. The Center reserves the right to limit staff smoking on designated times and to designated areas. It is the policy of The Center that smoking employees will not be granted or allowed to use additional break time or time away from their work station for smoking purposes (in addition to *any* regularly scheduled break time allowed for other employees). Further, to avoid staff modeling of potentially adverse health habits to clients, staff shall not be permitted to smoke when interacting with clients or to take smoke breaks with clients of The Center. E-cigarettes are considered smoking materials and are also subject to this section.

1. *Medical and Recreational Marijuana* – Although medical and recreational marijuana use is legal under California State law, it is still currently illegal under Federal law. Tri-City, as an employer, complies with Federal law and reserves the right to enforce a drug and alcohol free workplace with regard to employees and applicants, in accordance with the law. Tri-City employees are required to refrain from drug and alcohol use immediately prior to and during performance of work-related duties, activities or functions.

Accordingly, medical use of marijuana that may be legal under the State Compassionate Use Act or non-medical recreational use that may be legal under Prop 64 does not constitute an acceptable explanation or excuse for a positive drug test under this Policy, and does not hinder or affect the Center's ability to fail to refuse to hire such applicant as a result of the positive drug test. In such instances, the Medical Review Officer (MRO) will automatically verify such tests as "positive", and the candidate will be disqualified from further consideration.

I. Drug-Free Awareness Program.

The following is The Center's drug-free awareness program:

2. Distribution of a brochure on the dangers of drug abuse to each Center employee and volunteer; and
3. Notification to each Center employee and volunteer of the availability of counseling and treatment of drug-related problems through the Center's Employee Assistance Program provider.

SECTION 10. HOURS OF WORK

A. Normal Work Schedule.

Tri-City full-time employees shall be employed for a 40 hour work week minimum. No full-time employee may be scheduled to work less than 40 hours per week without a direct proportionate decrease in compensation unless otherwise authorized by the Executive Director. Any foreseeable absence or deviation from regular working hours desired by an employee shall, in advance, be cleared through the employee's supervisor, and such absences shall be noted on the employee's e-time sheet.

B. Flexible Work Schedule.

Flexible work schedules (i.e., varied specific starting and ending times of work shifts) within the normal workweek of 40 hours per week or the equivalent are not expressly prohibited by these Rules and Regulations. Executive Management may, at its discretion, approve flexible work schedules for employees or groups of employees to accommodate personal issues; however, the operational needs of the Center and the provision of services shall be the primary issues of consideration in the deliberations of Executive Management.

C. Alternative Work Schedule.

Variations from the traditional five (5) days, eight (8) hours per day work week schedule are not expressly prohibited by these Rules and Regulations. Any alternative work schedules which are variations from the traditional five (5) days, eight (8) hours per day work week for individual employees or groups of employees shall require the approval of Executive

Management after thorough review and resolution of all potential impacts. Request for Modified Workweek Schedule form must be signed and submitted to HR. Employees assigned to an alternative work schedule shall continue to accrue leave time (i.e., sick leave, vacation and holidays) on an hourly basis as provided for in these rules and regulations. If an employee's regular day off ("RDO") falls on a scheduled paid holiday, the employee may take off the workday immediately before or immediately following the holiday; however, it must be in the same pay period so that it's taken within the same 80 hour pay period.

Employees on an alternative work schedule will also continue to have leave time deducted from accumulated hours on an hour-for-hour basis. At the discretion of Executive Management any alternative work schedule may be amended, modified or revoked at any time. Employees assigned to modified duty due to injury or illness or are subject to call-in for jury duty shall be reassigned to the standard five (5) days, eight (8) hours per day work week at the discretion of Executive Management.

D. Holidays on the Alternative Work Schedule.

Additionally, the scheduled paid holiday is an eight (8) hour paid holiday regardless of the agreed upon work schedule, whether it be a traditional or alternative work schedule. It is at the employee's discretion as to how to make up any remaining hour(s) via the use of a leave balance or unpaid hours(s).

E. Meals and Breaks.

Non-exempt employees are required to take a 30 minute meal break after 5 hours of work. Meal breaks must be taken away from the desk or work area. Meal breaks are unpaid and the employee may leave the premises. If an employee works no more than 6 hours in one day, the employee and his/her supervisor may mutually agree to waive the employee's meal break period.

A fifteen (15) minute compensated rest period will be provided for all non-exempt employees for each four (4) hour period of service. The rest periods may not be combined to shorten the workday or to extend the meal period. Break times may not be combined or accumulated.

F. Lactation Breaks

An employee who wishes to express breast milk for her infant child during her scheduled work hours will receive a reasonable amount of additional unpaid time beyond the 15-minute compensated rest period. Those desiring to take a lactation break must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

The Center will make reasonable efforts to accommodate employees by providing an appropriate location, that is not in a bathroom, to express milk in private. The Center will attempt to find a location in close proximity to the employee's work area. Employees occupying such private areas shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed.

All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance. Authorized

lactation breaks for employees assigned to the field may be taken at the nearest appropriate private area.

G. Overtime Pay.

Overtime-eligible employees may not work overtime unless prior written approval is obtained from the employee's Supervisor. Working overtime without advance approval is grounds for discipline.

H. On-Call Duty.

On-Call Duty shall be assigned to affected clinical staff by the Director of Clinical Program Services to meet the needs of the Center either on a voluntary basis, or a mandatory rotating basis at the discretion of the Director of Clinical Program Services. On-call coverage, outside regular business hours, is necessitated by consumer service needs. (Refer to On-Call Pay Policy & Procedure for further details.)

SECTION 11. ATTENDANCE / JOB ABANDONMENT

This section applies to all Center employees.

A. Attendance.

Employees shall be in attendance at their work in accordance with the Rules and Regulations regarding hours of work, holidays and leaves. Employees shall keep records of attendance activities, which shall be reported to the Chief Financial Officer in the form and on the dates specified. Sick leave shall not be considered as a privilege which an employee may use at his or her discretion, but shall be allowed only in compliance with *Rule VI. Section 2. Sick Leave* in these Rules and Regulations.

B. Employee's Duty to Notify of Late Arrival or Absence.

An employee who is unexpectedly unable to report for work as scheduled due to illness or unforeseen circumstances must, absent extenuating circumstances as determined by the employee's immediate supervisor or department head, notify his or her immediate supervisor or designee directly 30 minutes prior to the beginning of the scheduled work time and report the expected time of arrival or absence or request time off.

If the employee's immediate supervisor or designee is not available, the employee must notify the department head or program manager. Calls to reception will not be considered an acceptable form of notification. An employee who fails to provide timely notification as soon as practicable to his/her supervisor of any absence, or who is not present and ready to work during all scheduled work times, will be deemed to have an unauthorized tardy or absence and will not receive compensation for the period of absence. If an employee who is absent without leave fails to return to duty within 24 hours after due notice to return to duty has been issued, he or she may be subject to discipline up to and including discharge.

C. Job Abandonment.

An employee is deemed to have resigned from his/her position if he or she is absent for three consecutive scheduled work days/shifts without prior authorization and without notification during the period of the absence.

SECTION 12. EMPLOYEE PERFORMANCE EVALUATION

This section applies to all Center employees, except the Executive Director.

The primary purpose for performance evaluations is to evaluate the work accomplishments and conduct of employees, to inform employees of their evaluations in writing, to establish goals and objectives for measuring job performance and to assist employees in improving overall job performance.

Employees shall be expected to satisfy the minimum standards established for their positions, which may include, but are not limited to, timely e-timesheet submission, productivity, documentation, attendance and punctuality, etc. The Center reserves the right to withhold pay increases to individuals whose performance does not meet acceptable standards and to differentially reward staff based upon meritorious performance. Reports shall be prepared with a copy to the employee, if requested, and to the Human Resources Department for retention in the employee's employment history/personnel file.

A. Timing of Performance Evaluation Reports.

As provided for in these rules, a performance evaluation of each probationary employee shall be made by respective program managers or their designees as scheduled by the Human Resources Department in the form provided by the Human Resources Department. The employee's performance shall be reviewed at least every three months during the probationary period, and shall be evaluated at the conclusion of the probationary period. After having attained regular employment status the performance review date will change to a fiscal year basis, which may mean an employee will be evaluated for a shorter period of time to reach the fiscal year beginning date of July 1st. Performance Evaluations shall be prepared annually thereafter. All signed Performance Evaluations shall be submitted to HR and placed in the personnel file. A special performance evaluation may be prepared at any time at the discretion of the employee's supervisor to further reflect employee efficiency, character, and conduct.

B. Employee Review/Rebuttal.

The merits or content of a supervisor's report on an employee's work performance is not grievable under the Grievance Procedure established in these Rules and Regulations. Neither does the Disciplinary and Appeals Procedures set forth in these Rules and Regulations apply.

Each performance evaluation report shall be discussed with the employee to point out areas of successful performance and areas that need improvement. If an employee wishes to rebut a performance evaluation report, he/she may take the following actions within ten (10) working days of his/her review of the report:

1. The employee may submit a response in writing to his/her supervisor.
2. If the employee's concerns are not resolved through review by the supervisor, the employee may within ten (10) working days request a review of the performance evaluation report and a written response by the department head.
3. If the employee's concerns are not resolved by review by the department head, the employee may within ten (10) working days request review by the Executive Director.

4. The Executive Director or his/her designee shall review the rebuttal and responses, if any, within ten (10) working days of receipt and issue a final decision.

SECTION 13. EMPLOYEE ACTIVITIES / OUTSIDE EMPLOYMENT

This section applies to all Center employees.

A. General Considerations.

During the employee's work day, he/she is expected to devote his/her full time to the performance of his/her assigned duties as a Center employee. An employee in the competitive service shall not engage in any employment, activity, or enterprise which is inconsistent, incompatible, or in conflict with his/her duties, functions, or responsibilities as a Center employee. Neither shall he/she engage in any outside activity which will directly or indirectly contribute to the lessening of his/her effectiveness as a Center employee.

No employee shall engage in any type of activity relating to an employee organization which interferes with the safe and efficient operation of Center business during such time an employee is on duty, except as provided for by these Rules and Regulations, memoranda of understanding, or state or federal law.

B. Determination of Inconsistent Activities.

In making a determination as to the consistency of outside activities, the immediate supervisor shall consider, among other pertinent factors, whether the activity:

1. Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the Center for the performance of any act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of his/her Center employment or as part of his/her duties as a Center employee; or
2. Involves the performance of an act in other than his/her capacity as a Center employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by such employee or the department by which he/she is employed; or
3. Involves the use of Center time, facilities, equipment or supplies, or the information, certification, prestige, or influence obtained through Center employment for private gain or advantage; or
4. Involves the solicitation of future employment with a firm or individual doing business with the Center over which the employee has some control or influence in his/her official capacity or has a financial interest in a Center contract which the employee is making on the Center's behalf in his or her official capacity, at the time of transaction; or
5. Involves the performance of act or work which may interfere with the employee's ability to effectively perform the duties and responsibilities of his/her job, or involves time demands that would render the employee's performance of his or her regular Center employment less efficient or dangerous to the employee.

6. Requests for approval of outside employment shall be in writing (on the "Outside Employment Request" form located on Summit, the Center's Intranet website). A copy of the form will be placed in the employee's personnel file and provided to the appropriate Program Manager. The form must include the second employer/ agency's name, location, position title, duties, hours, anticipated start date and such other information as may be required.

The request must be approved prior to commencing any outside employment.

7. An outside employment authorization is valid only up to one year. Should the employee continue the outside employment, activity, or enterprise for a longer duration, he or she must make, and is responsible for making, another request following the process in this Policy.
8. If the immediate supervisor denies an employee's outside employment request, the employee may submit a written notice of appeal to the Executive Director within 10 days after the date of the denial. The decision on appeal will be put in Writing, provided within 10 days after the receipt of the appeal, and will be final.
9. Any outside employment authorization may be revoked or suspended during the year it is granted under the circumstances listed below.
 - a. The employee's work performance declines; or
 - b. An employee's conduct or outside employment conflicts with the conditions of the outside work authorization or is incompatible with the employee's work for the Center.

An employee may appeal the revocation or suspension as provided in this Policy.

C. Improper Use of Center Equipment Prohibited.

No Center owned equipment, autos, trucks, instruments, tools, supplies, machine, badge, identification cards, or other items which are the property of the Center shall be used by an employee except upon prior approval of the Executive Director or the latter's designee for managing that property.

D. Compliance with Employment Standards.

All employees will be required to comply with basic employment standards as applicable to their classifications. Basic employment standards will be established in areas which may include, but are not limited to, timely e-timesheet submission, productivity based on direct client service, compliance with client service documentation, attendance and punctuality, etc.

E. Public Information Statement.

1. No employee should speak on behalf of the Center to any outside media (i.e.: newspapers, news reporters, radio stations) without explicit approval from the Executive Director.

2. All employees of the Center must inform their Supervisor or Human Resources as soon as possible of any criminal misdemeanor or felony conviction, regardless of the nature of the conviction.

SECTION 14. RIGHT TO WORK IN THE UNITED STATES/IMMIGRATION REFORM AND CONTROL ACT OF 1986

This section applies to all Center employees.

In accordance with the Immigration Reform Act and Control Act of 1986, all new employees must verify identity and entitlement to work in the United States by providing required documentation.

If an employee loses such rights or is unable to demonstrate that he/she is legally permitted to work in the United States, he/she will be disqualified from employment at the Center resulting in discharge without notice or rights of appeal.

SECTION 15. ANTI-SOLICITATION POLICY

This section applies to all Center employees.

Non-employees may not solicit employees or distribute literature of any kind on Tri-City Mental Health Center premises at any time. Employees may only admit non-employees to work areas with management approval or as part of a Company-sponsored program. These visits should not disrupt workflow. The Center employee must accompany the non-employee at all times. Former employees are not permitted onto Company property except for official Center business. Employees may not solicit other employees during work times, except in connection with a Center approved or sponsored event.

Employees may not distribute literature of any kind during work times, or in any work area at any time, except in connection with a Center-sponsored event. Employees may, however, with written Supervisor approval, leave private fundraiser materials i.e. for schools, Girl Scout cookies, Avon, Tupperware, etc., on display in the employee lunchrooms, allowing employees to participate at their own volition.

The posting of materials or electronic announcements is permitted with approval from Human Resources. Violation of this policy should be reported to Human Resources.

SECTION 16. CELL PHONE / ELECTRONIC DEVICE USE POLICY

This section applies to all Center employees.

A. Applicability and Purpose.

This policy and procedure applies to the use of personal and Tri-City issued cell phone and electronic devices by employees within the course and scope of employment. Violation of this policy may result in disciplinary action up to and including termination.

B. General Policy on the Use of Tri-City Cell Phones and Electronic Devices.

All Tri-City cell phones and electronic devices (“Devices”) are provided as a tool to conduct Tri-City-related business. Tri-City Devices are issued on an as-needed basis with the approval of the Department Head.

All Tri-City employees shall use such Devices in a responsible, appropriate, and safe manner. All employees assigned Devices shall assume the responsibility to use the equipment in accordance with the provisions of this policy. (Refer to Acceptable Use Agreement for further details.)

1. Employees are prohibited from installing any third party equipment to Tri-City Devices unless approved by the employee’s supervisor in writing with final approval from the IT Manager.
2. Employees have no expectation of privacy as to the Devices, including but not limited to data residing in Devices and /or voice mail. Tri-City may inspect that data at any time and without notice, as permitted by state and federal law. Employees must provide Tri-City with username and passwords for any Device upon Tri-City’s request.
3. Employees shall protect Tri-City Devices from loss or damage. An employee assigned a Tri-City Device is responsible for its good care and will be required to reimburse Tri-City’s cost for any damage, or lost Devices due to negligence. If a Device is damaged, fails to work properly, or is stolen or lost, the employee shall immediately notify the Department Head and the Information Technology Department.
4. Tri-City Devices should only be used by Tri-City employees in the performance of their official duties. Personal use of Tri-City Devices, except in emergency situations or for incidental personal use, is strictly prohibited and will result in disciplinary action and reimbursement of charges for personal use. Incidental personal use of Tri-City Devices, as defined by the Center, is allowed if such use is kept to a minimum and limited to break times or non-working hours; does not interfere or conflict with Center operations or the work performance of Center employees; allows an employee to more efficiently perform Center work as determined by his or her supervisor or department head; is not abusive, illegal, inappropriate or prohibited by these Rules; and the employee clearly indicates it is for personal use and does not indicate or imply Center sponsorship or endorsement.
5. Employees shall acquaint themselves with the rate plan that applies to their Device and use their best efforts to make the most economical and cost efficient use of the Device. Cell phones are unique in that they may have charges for both in-coming and outgoing calls and texts. In addition, local calls can still incur airtime charges if the plan minutes are exceeded. A call may be made from a Device only if it cannot be made at any other time with a provided wired landline telephone. Because cell phones have additional “air time” and possible other charges, employees are expected to use a wired landline telephone when available.
6. Employees are prohibited from using the camera function on Tri-City Devices except as authorized by a supervisor for work-related purposes.
7. Tri-City employees are responsible for complying with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Private Health Information (PHI) of Center consumers is not discussed in areas where the public can overhear information; this includes information shared while using Tri-City Devices.

8. No PHI data should ever be sent as text message through a cell phone or other device. Text messaging is allowed as long as staff has prior approval from the client to receive text messages for informational purposes, PHI is not included in the text message and the text message is documented in all related clinical paperwork.
9. A Center employee who is issued a Center cell phone must refrain from using his or her personal cell phone for Center-related business, unless expressly permitted by the employee's immediate supervisor or department head or in emergency circumstances in which the employee does not have access to the Center-issued cell phone.

C. Use of Personal Devices.

1. Employees are required to limit personal Device usage during working hours to breaks or lunch periods. Usage outside of the break and lunch periods should be Minimal and must follow the guidelines of this Policy.
2. Personal Devices must be in silent or vibrating mode during work hours and must not be disruptive to co-workers.
3. Employees are prohibited from using the camera function on personal Devices in the workplace.
4. Employees may not use Personal Devices for work related purposes unless required by his or her official duties and permitted by his or her department head.

D. Use of Devices While Operating a Vehicle in the Course and Scope of Employment

1. In the interest of the safety of our employees and other drivers, Tri-City employees are generally prohibited from using Devices while driving within the course and scope of employment for Tri-City. Personal and/or agency provided cell phones or other electronic devices are generally required to be turned off any time an employee is driving a Tri-City or personal vehicle in the performance of their job duties for Tri-City. They shall not be used for voice, text, or email communications while driving on Tri-City time except in emergency situations where permitted by the California Vehicle Code.
2. As determined by Tri-City management, if your job requires that you keep your Device turned on while you are driving, you must use a hands-free device while using your cell phone to conduct agency business while driving in compliance with the Tri-City Cell Phone/Electronic Device Usage policy and as required by law.
3. In the event of a vehicle accident the camera function on Tri-City Devices may be used to record accident information.

SECTION 17. WORKPLACE SECURITY

This section applies to all Center employees, contractors, volunteers and interns.

A. Policy.

Tri-City is committed to providing a safe and secure workplace for employees and the public. Tri-City will not tolerate acts or threats of violence in the workplace. The workplace includes any location where Tri-City business is conducted, including vehicles and parking lots. Any violation of this policy may lead to criminal prosecution, and/or disciplinary action, up to and including termination.

B. Prohibited Behavior.

Employees are prohibited from engaging in or promoting acts of intimidation, violence, threats, coercion, assault, bullying, and/or abusive behavior toward any person while in the course of Tri-City employment. Tri-City has zero tolerance for any conduct that references workplace violence, even if it was intended to be harmless, humorous, a prank, blowing off steam, or venting.

C. Definitions.

1. "Workplace Violence" is any conduct that causes an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property. Specific examples of workplace violence include, but are not limited to, the following:
 - a. Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property, including but not limited to striking, punching, slapping or assaulting another person.
 - b. The destruction of, or threat of destruction of, Tri-City property or another employee's property.
 - c. Harassing or threatening phone calls.
 - d. Surveillance.
 - e. Stalking.
 - f. Intimidation and/or Bullying Behavior
 - g. Possession of offensive or defensive weapons during work hours or on Tri-City property is prohibited. "Weapons" are defined as firearms, chemical sprays, clubs or batons, knives, or any other device, tool, chemical agent or implement that can cause bodily harm if used as a weapon or displayed in such a manner to cause harm or threaten a person with harm.

D. Incident Reporting Procedures.

1. Employees must immediately report to their supervisor or Program director if they have been a victim of, or have witnessed, workplace violence. The supervisor or program director will report the matter immediately to the Human Resources Manager.
2. The Human Resources Manager will document the incident, including the employee names(s), date/time, location, incident description, witness names and statements, description of unidentified parties, description of the act(s) and/or behavior arising from the incident, action taken, and provide any other relevant information regarding the incident.
3. The Human Resources Manager will take appropriate steps to provide security, such

as:

- a. Placing the employee alleged to have engaged in workplace violence on administrative leave, pending investigation;
- b. Asking any threatening or potentially violent person to leave the site; or
- c. Immediately contacting an appropriate law enforcement agency.

E. Investigation.

The Human Resources Manager will see that reported violations of this policy are investigated as necessary.

F. Management Responsibility.

Each program director has authority to enforce this policy by:

1. Training supervisors and subordinates about their responsibilities under this policy;
2. Assuring that reports of workplace violence are documented and addressed accurately and timely;
3. Notifying the Human Resources Supervisor or Manager and/or law enforcement authorities of any incidents;
4. Making all reasonable efforts to maintain a safe and secure workplace; and
5. Maintaining records and follow up actions as to workplace violence reports.

G. Follow-Up and Disciplinary Procedures.

An employee found in violation of this policy will be subject to disciplinary action, up to and including termination of employment. Tri-City may also direct that an employee submit to a fitness for duty examination. In addition, employees found in violation of this policy may be subject to criminal prosecution.

SECTION 18: ANTI-BULLYING POLICY

This section applies to all Center employees, contractors, interns and volunteers.

A. Purpose.

The Center is committed to providing a safe work environment. In addition to prohibiting all forms of discrimination and harassment, the Center has a zero tolerance policy for any form of intimidation or bullying in the workplace or elsewhere, such as offsite events.

B. Policy.

Every employee and every other individual, including, but not limited to, temporary workers, consultants, independent contractors, volunteers, and visitors has the right to be treated with respect.

Bullying is the use of aggressive behavior with the intention of harming, intimidating,

offending, degrading, or humiliating another individual. Bullying also includes harming, intimidating, offending, degrading, or humiliating another employee whether intentionally or unintentionally. It can include any written, visual, verbal, or physical act, when the act physically harms the individual or damages his or her property; has the effect of interfering with an employee's ability to work; is severe or pervasive; and creates an intimidating or threatening environment. Frequent or severe use of swearing, profane language, or sexually explicit comments violates this Anti-Bullying Policy.

Bullying includes, but is not limited to:

1. Deliberately undermining a person's work or person's participation in the workplace;
2. Tormenting, teasing, offensive innuendo, taunting, abusive comments;
3. Threatening gestures or posturing, physical intimidation, pushing, shoving, punching, unwanted physical contact, any use of violence;
4. Graffiti;
5. Name-calling, sarcasm, spreading rumors;
6. Swearing, using profane, lewd or other offensive language.
7. Abusive Conduct, which is defined as is conduct perpetrated by an employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act does not constitute "abusive conduct," unless especially severe and egregious.

Bullying may also occur via use of electronic or telephonic communications such as internet, email and chat rooms, mobile threats by text-messaging or telephone or cellphone calls or misuse of cameras and video equipment.

C. Complaint Procedure.

Any individual who believes that he or she is being or has been subjected to any form of bullying should immediately report this to his or her supervisor, program director, or Human Resources. In addition, any person who believes that they have witnessed bullying and any person who has received a report of such conduct, whether the perpetrator is an employee or a non-employee, shall immediately report the conduct to their supervisor, program director, or Human Resources.

1. If an Employee reports workplace bullying to Human Resources, the Human Resources Department will document the incident, including the employee names(s), date/time, location, incident description, witness names and statements, description of unidentified parties, description of the act(s) and/or behavior arising from the incident, action taken, and provide any other relevant information regarding the incident.
2. The Human Resources Department will then take appropriate steps based on the

nature of the complaint and will see that reported violations of this policy are investigated as necessary.

D. Policy Against Retaliation.

The Center policy prohibits any form of retaliation against an employee who reports an incident of bullying, or participates in an investigation by the Center or its representatives into allegations of bullying. Additionally, all employees have a duty to cooperate in connection with any investigation by the Center or its representatives into allegations of bullying. Any employee found to engage in retaliation is subject to discipline, up to and including termination.

RULE III. CLASSIFICATION PLAN

SECTION 1. CLASS SPECIFICATIONS

This section applies to all Center employees.

Human Resources will establish and maintain the classification plan covering all classifications in the competitive service. The classification title of a position shall be used in all official personnel and budget records and transactions. Class specifications shall include a listing of sample duties as well as employment expectations of employees in the class. When a new position has been created, the Position Related Changes and Recruitment Form must be completed and signed by the Executive Director, Chief Operations Officer, Chief Financial Officer and Department Director for the new position and submitted to Human Resources for approval. The new position must be approved by the Governing Board and included in the Classifications Specifications before any job posting or recruiting can begin.

SECTION 2. LICENSURE AND CERTIFICATION

This section applies to all Center employees.

Certain job classifications at the Center shall require a current certification or approved license either at hire or within a specified period of time. Acquisition and/or renewal of such license, certification and/or waiver shall be the sole responsibility of the employee, including fees and applications, unless specified in writing and approved in advance by the Executive Director. The absence of a valid required license, certification or approved waiver may be grounds for disqualification for employment and failure to renew a required license, certification or approved waiver, by the expiration date, may constitute grounds for immediate discharge. All applicants/employees that are listed as excluded on the U.S. Department of Health & Human Services OIG (Office of Inspector General) website are subject to immediate discharge.

RULE IV. RECRUITMENT AND SELECTION

This section applies to all Center employees.

SECTION 1. JOB ANNOUNCEMENTS

All positions to be filled in the competitive service shall be publicized by posting announcements on the Center's website, or in such other places as Human Resources deems advisable. The announcements shall specify the title and pay for the position, the nature of the work to be performed; preparation desirable for the performance of the work of the class; the dates, time, place and manner of submitting applications; the closing date for receiving applications and resumes; the minimum requirements for the position; and other pertinent information. There shall be a minimum of ten (10) working days from the date the recruitment opens and until it closes. Resumes must be received in the Human Resources Department by "close of business" on the day the filing time expires. There will be an exception for closed promotional recruitments which shall be posted a minimum of five (5) working days. The time for filing applications may be extended or reopened as needed by Human Resources.

SECTION 2. APPLICATION FORMS

Applications shall be made on forms provided/authorized by Human Resources. Such forms shall require information covering training, experience, and other pertinent information as deemed necessary by Human Resources. All applications must be signed by the person applying. No appointment shall be finalized until a completed official application form is received by Human Resources. Applications are required to be completed online on the CalOpps.org website. It is the responsibility of the applicants to show that they clearly meet the minimum requirements for the position applied for and be able to perform the essential functions of the position with or without reasonable accommodation. The applicants shall certify to the correctness of all statements made on the application. After filing, information on the application may be amended only with the permission of Human Resources. Applicants may be required to submit additional information about their job related qualifications, or to submit evidence of their possession of degrees, licenses or certificates, or of the completion of courses of study or training. Failure to supply such information or evidence may disqualify an applicant.

Applications, resumes, examination papers, and any and all other information submitted as part the examination process become the property of the Human Resources Department and Tri-City Mental Health Center. Resumes/applications will be screened based upon the minimum qualifications indicated in the job announcement. Applicants meeting the minimum qualifications, or those appearing to be the "most qualified", will be selected to participate in successive parts of the selection process. Possession of the minimum qualifications does not ensure that an applicant will be interviewed. Applications/resumes will be reviewed in comparison with all other applications/resumes received.

After a conditional offer of employment has been extended to an applicant, the Center will require the applicant to be fingerprinted and/or subjected to a criminal record check. It may also require the applicant to submit to a fitness for duty examination that is job-related; necessary for efficient operations of the agency; and required of all applicants for the job classification. An applicant who

is required to pass a medical and/or psychological examination will be notified of his/her right to obtain a second opinion at his/her expense and that he/she may submit such second opinions for consideration.

SECTION 3. INTERNAL APPLICANTS

Qualified Employees in good standing may apply for any of the posted positions. The employee must have a 3-month and 6-month signed evaluation on file with HR. The employee must have a minimum of a "Meets" as the final evaluation in order to be eligible. The employee should notify his or her current supervisor that they have applied for an internal position. Any employee actively on a Performance Improvement Plan ("PIP") is not eligible. This provision shall not apply to lateral transfers.

SECTION 4. LATERAL TRANSFERS

An employee may be transferred by the Center at any time from one position to another position in the same or comparable class, involving the performance of similar duties and requiring substantially the same basic qualifications with no change in pay. In addition, an employee may request and be granted a transfer if approved by Human Resources and affected program managers. Only those employees who are currently in a position of equal or greater qualifications shall be considered for the transfer.

The procedure for a lateral transfer is as follows:

1. Hiring Managers with an available vacancy that are interested in accepting lateral candidates shall submit a Position Related Changes and Recruitment Form to advertise the vacancy, either internally or externally.
2. Employees interested in a lateral transfer must submit an application to an open and available recruitment via CalOpps.
3. Qualified and eligible employees may be interviewed by the Hiring Manager.
4. Selection(s) for the lateral transfer will be made by the Hiring Manager or on a first come, first served basis.
5. Both the employee's existing department head and the department head where the vacancy exists must agree upon the transfer.

The Hiring Manager is responsible for completing a performance review/reference check with the potential transferring employee's current manager.

An employee so transferred shall receive the same salary received in the former classification. The employee's base salary will only be transferrable. Bilingual and On-Call Pay will be determined based on the need of the position being transferred into.

SECTION 5. DISQUALIFICATION

Human Resources shall reject any application/resume which indicates on its face that the applicant does not possess the qualifications specified for the position or has not properly completed an application or has excluded other requested supplemental information.

- A. Applications shall also be rejected for any of the following reasons, insofar as they relate to the applicant's ability to perform the job for which the application is made. There will be no written notification sent to the applicant in these following instances:
1. If the applicant does not possess the required license and credentials specified;
 2. If the applicant applying for any position has an "exclusion" as a result of a search on the U.S. Department of Health & Human Services Office of Inspector General OIG exclusions database;
 3. If the applicant has requested to have the application/resume withdrawn from consideration;
 4. If the applicant is not legally permitted to work within the United States;
 5. If the applicant is a current user of illegal drugs;
 6. If the applicant has made false statements of any material fact, or omissions, practices, or attempted to practice any deception on the application/resume or in securing eligibility or appointment;
 7. Failure to be present upon appropriate notification for fingerprinting or medical testing or examination as required;
 8. Unsuitability of an applicant's work record as indicated upon a review of qualifications;
 9. Any material cause which, in the judgment of Human Resources, would render the applicant unsuitable for the particular position, including prior resignation, prior termination or a significant disciplinary action with the Center.
- B. An applicant will be provided written notification in the following instance: If the applicant has been convicted of either a misdemeanor or a felony that directly and adversely relates to the specific position duties that the applicant would perform. Unless required by law, the Center will not deny employment to any applicant solely because he or she has been convicted of a crime. The Center may, however, consider the nature, date and circumstances of the offense, evidence of rehabilitation, as well as whether the offense is relevant to the duties of the position.
- C. An applicant may be rejected if the applicant is related by blood or marriage to an existing employee and if Human Resources make findings that hiring a relative in the particular position could adversely affect supervision, security, or morale within the department.
- D. False statements or evidence that an employee committed deception or fraud in his/her application will be cause for discharge.

SECTION 6. EMPLOYMENT OF RELATIVES AND SPOUSES/DOMESTIC PARTNERS

It is the Center's policy not to discriminate in its employment and personnel actions with respect to its employees, prospective employees, and applicants on the basis of marital status, domestic-partner status and relatives. No employee, prospective employee or applicant shall be improperly denied employment or benefits of employment on the basis of his/her marital status or relatives. This policy also applies to the selection of persons for a training program leading to employment.

Marital status is defined as an individual's state of marriage, divorce or dissolution, separation, or other marital state for the purpose of this anti-discrimination policy. Relatives for the purposes of this section is defined as spouse, registered domestic partner, parent, children (including foster care children), brother, sister, half-brother, half-sister, mother-in-law, father-in-law, grandparents, grandchild, aunt, uncle, niece or nephew.

Notwithstanding the above provisions, the Center retains the right:

- A. To prohibit relatives from working in the same department, division, program or facility where such has the potential for creating adverse impact on supervision, safety, security, or morale or involves potential conflict of interest. For example, one relative will generally not be permitted to maintain a supervisory relationship over another relative. A "supervisory relationship" is defined as one in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned to his or her Center appointment.
- B. When two employees, employed by the Center in the same department, division, program or facility marry or file for legal status as domestic partners and where such has the potential for creating adverse impact on supervision, safety, security or morale, the Center will attempt to transfer one spouse (or domestic partner) to a similar classified position in another department, division, program or facility. Although the wishes of the involved parties as to which spouse (or domestic partner) will be transferred will be given consideration by the Center, the controlling factor in determining which spouse (or domestic partner) shall be transferred shall be the positive operation and efficiency of the Center.

If any such transfer results in a reduction in salary or compensation, the transfer shall not be considered disciplinary in nature and shall not be subject to any form of administrative appeal. If continuing employment of two spouses (or domestic partners) cannot be accommodated in a manner consistent with the Center's interest in promotion of safety, security, morale and/or efficiency, the Center retains sole discretion to separate one spouse from Center employment. Absent resignation by one affected spouse (or domestic partner), the less senior of the involved parties will typically subject to separation and the same shall not constitute discipline and shall not be subject to any administrative appeal. However, if in the Center's discretion, the retention of the less senior spouse (or domestic partner) would better serve the interest of the Center, the said spouse (or domestic partner) shall be retained.

- C. To maintain or adopt bona fide health plans which provide additional or greater benefits to employees with dependents than to those employees without or with fewer dependents. Where such bona fide health plan discriminates against individuals on the basis of marital status, benefits shall not be conditioned upon whether an employee is "head of household," "principal wage earner," "secondary wage earner," or other similar status.

SECTION 7. SUBJECT AND METHOD OF EXAMINATIONS

Examinations shall be competitive and may consist of written test, oral test, appraisal interview, performance test, evaluations of prior training, experience and education; or any combination thereof. Each examination must be job related and must be designed to test the ability of an individual to perform the duties of the job. The scope and type of examination is to be determined by Human Resources. If a person fails to pass such an examination, he/she may be disqualified from consideration for employment. Each candidate invited to an examination shall be given written notice of the examination results.

As the needs of the Center may require, promotional examinations may be conducted and may consist of evaluation of prior service, accomplishments in special training courses, or other tests. All candidates for promotion must be employees of the Center and must possess the minimum qualifications as set forth in the specifications of the class to which promotion is sought.

SECTION 8. CONDUCT OF EXAMINATIONS

Human Resources will determine the manner, methods, applicant pool, and by whom examinations will be given. The Center may contract with any competent agency or individual for the performance by such agency or individual for giving or scoring examinations.

SECTION 9. ELIGIBILITY LISTS

Eligibility lists may be established by Human Resources following a competitive examination process and will consist of the names of persons successfully passing a competitive examination process. Under circumstances in which an open and continuous recruitment is posted and conducted, Human Resources may approve the appointment of a qualified applicant without the establishment of an eligibility list. Eligibility lists shall be valid and in effect for a period of up to one year.

An eligibility list may be extended by action of Human Resources for additional six-month periods. If less than three (3) names of qualified applicants are available for appointment, Human Resources may declare the list invalid. Names shall be removed from an eligibility list for any of the following reasons:

- A. If an eligible requests orally or in writing that his/her name be removed.
- B. If an eligible fails to accept an offer of employment from the Center.
- C. If an eligible on a promotional list resigns from the Center.
- D. If an eligible, in a medical examiner's opinion, is unable to perform the essential functions of the position even with reasonable accommodation.
- E. If a person on the eligibility list leaves no forwarding address at which he/she can be contacted by mail.
- F. If an eligible is found to be unsuitable for the position by the immediate supervisor.

SECTION 10. TYPES OF APPOINTMENTS

All vacancies in the competitive service, other than temporary vacancies, shall be filled by reinstatement, transfer, demotion or from an appropriate eligibility list, if available. In the absence of persons eligible for appointment in the above manner, temporary appointments may be made in accordance with these rules and regulations.

A. Appointment.

After interview and investigation, Human Resources shall effect the appointment by notifying the selected candidate subject to passing the required examinations listed below, and if the applicant accepts the appointment and presents himself/herself for duty within the period of time as the immediate supervisor shall prescribe, he/she shall be deemed to be appointed; otherwise, he/she shall be deemed to have declined the appointment.

Prior to appointment to a position in the competitive service, a person may be required to pass a medical (possibly including drug/alcohol screen), and/or physical examination plus fingerprinting and processing through the California Department of Justice in keeping with California Code of Regulations section 703(d) to the satisfaction of Human Resources.

B. Emergency Appointments.

To meet the immediate requirements of an emergency condition, a supervisor may in his or her discretion retain persons as Center employees on a temporary basis as may be needed for the duration of the emergency which may exceed 60 working days without regard to the personnel rules affecting appointments. Such appointments shall be reported to Human Resources within 24 hours and shall require approval of the Executive Director and shall be terminated at the discretion of the Center regardless of cause or reason as determined by the Executive Director or his or her designee.

C. Temporary Appointments.

Temporary appointments may be made by Human Resources of persons who possess the qualifications for the position. A temporary appointee is typically a person with some administrative experience brought in to the Center to complete a short term project. Such appointments shall not continue for a period in excess of any six (6) months unless approved by the Executive Director. Temporary employees will not be entitled to annual vacation leave with pay, or holiday pay as is provided in these rules. Temporary employees will be provided with sick leave to the minimum extent required by law. However, if a temporary appointment is converted to a probationary appointment without interruption of service, the period of temporary service may be credited towards the completion of the probationary period. Annual vacation leave will not accrue for the period of service that the temporary appointee has served and received compensation for as provided in these rules. All temporary assignments must be made within budget limitations and shall not be the basis for preferential hiring consideration.

D. Provisional (Interim) Appointments.

When the service demands of the Center are such that a management level position is open and it could adversely affect the immediate operations of the Center not to promptly fill it and an immediate open competitive recruitment process is not practical and/or in the absence of an eligibility list for such a management level position, the appointing authority may make a provisional appointment. A provisional appointee is typically a person with management level

expertise and/or has a highly skilled specialty that would require an intensive and lengthy recruiting process.

1. Any person appointed in provisional status shall meet the minimum qualifications for the position to which he/she is being appointed.
2. No person shall remain in the provisional appointment status for more than 12 months, except as approved by the Executive Director. Except in cases of retired annuitants, in which the appointment would be limited to 960 hours per fiscal year.
3. A provisional appointee who is subsequently appointed to a regular position shall be entitled to credit for the time served in the provision status toward the completion of his/her probationary period.
4. A provisional employee shall be entitled to the same salary and benefits as a regular employee.
5. Prior to being appointed in a regular status, a provisional appointee shall successfully complete the competitive examination/interview process.
6. A provisional appointment shall not be the basis for preferential hiring consideration.

E. Trainee Appointments.

When it becomes necessary for the appointing authority to fill an open classification with a less qualified person than required by the classification, and elects to train the person until minimum qualifications are met, the appointing authority may fill the classification with a trainee.

1. Trainee status may be assigned to any classification.
2. The training period may not exceed 12 months, except that it may be extended an additional six (6) months upon approval of the appointing authority.
3. The salary range for the trainee will be the minimum salary range of the classification in which the employee is a trainee.
4. During the training period, the trainee will be entitled to the same benefits as a probationary employee.
5. Upon successful completion of the training period as determined by the department supervisor, the trainee may be promoted to the probationary status and the regular salary range for that classification without completing the competitive examination/interview process.
6. Trainee appointments are considered transitional assignments to positions in regular classifications. A trainee who is subsequently transitioned to a position in a regular classification shall be required to serve a probationary period of 6 months after such appointment.
7. Failure of a newly hired trainee to meet the qualifications of the classification during the training and/or probationary period as determined by the department supervisor will be cause for rejection from trainee status/probation.

8. A regular employee who is transferred to trainee status and fails to meet the qualifications of the classification during the training and/or probationary period will be transferred back to the person's prior regular classification or to one similar in pay.

F. Lead Appointments.

To recognize personnel within existing classifications who are providing lead services such as clinical supervision for paraprofessional and/or licensure hour accrual, but do not necessarily meet promotional classification qualifications or wish to be considered for promotional consideration, the appointing authority may designate a Lead appointment(s) within existing classifications.

1. The appointing authority may designate Lead status within existing classifications and add the term "Lead" to the working position title in order to recognize additional responsibilities of leading the activities of co-workers.
2. A five percent (5%) differential in pay will be applied to the base rate of pay upon designation of Lead status.
3. Lead appointment designation and corresponding 5% pay differential pursuant to Subparagraph B above shall be removed at the discretion of the appointing authority without notice, cause or right of appeal.
4. Lead pay and the employee's appointment to lead shall take effect at the beginning of the first pay period following the employee's notification of his/her assignment.

G. Additional Duty Appointments.

Assignment to cover a position, which is temporarily vacant due to staff/supervisor being on a leave or unable to fulfill the duties of their position for a period not to exceed 6 months or based on HR review. Supervisors/Managers who have direct report vacancies are excluded from this provision.

1. The appointing authority may designate additional duty appointment to another staff within the same department in order to recognize additional responsibilities for covering their duties.
2. The additional duty assignment(s) must take place for a period of four (4) consecutive weeks or more.
3. A five percent (5%) differential in pay will be applied to the base rate of pay upon designation of this appointment.
4. The five percent (5%) differential in pay will be removed at the completion of assignment
5. The five percent (5%) differential in pay and the employee's appointment to additional duties shall take effect at the beginning of the first pay period following the employee's notification and effective date of his/her assignment.

SECTION 11. REINSTATEMENT

With the approval of Human Resources and Executive Management, an employee who has resigned with a good record may be reinstated within six months to his/her former position, if vacant, or to a vacant position in the same or comparable class. Upon reinstatement, all benefits shall be restored to the employee at the same level at which they were earned at the time of resignation.

SECTION 12. AVAILABILITY

For purposes of quality client services, supervisors of clinical areas must reside within a reasonable distance of the Center so as not to interfere with their job responsibilities. Clinical supervisors shall reside within a 90-minute commute to the Center in heavy traffic. After hours on-call staff shall reside within a 30-minute commute to the Center in heavy traffic.

SECTION 13. PROBATIONARY PERIOD

This section applies to all full-time, regular employees employed by the Center with the exception of Executive Management, part-time and at-will positions.

A. Extension of Probationary Period

(The Personnel Rules and Regulations were updated on November 18, 2015 to change the probationary period from 1 year to 6 months)

All original, promotional and reinstatement appointments shall be tentative and subject to a probationary period of 6 months. The probationary period is part of the testing process and shall be utilized for closely observing the employee's work such as conduct, capacity, efficiency, skill, responsibility, integrity, and effectiveness to determine whether the employee is fully qualified for employment in the classification and position to which the employee has been appointed.

A Manager/Director may recommend, and the Executive Director may extend, an employee's probationary period by a maximum of six (6) months past the end of the initial probationary period for performance reasons. In order for probation to be extended, there must be a 3-month signed evaluation on file in the Personnel file and the request for extension must be received by HR no later than the 5th month of the probationary period.

An employee's probationary period will automatically be extended by the length of any absence of a week or more.

B. Rejection During Probationary Period.

During the probationary period, an employee may be rejected at any time by the appointing power without cause, without notice, and without appeal, grievance, or any rights described in Rule IX regarding Discipline. If the service of a probationary employee has been satisfactory, then the Manager shall file with Human Resources a performance evaluation stating the retention of such employee is desired. If, after the completion of a probationary period, no statement is filed stating that the probationary employee is rejected, or no evaluation is timely completed, the employee shall be deemed to have attained regular employment status.

C. Use of Leave While on Probation

While on initial probation, new employees may not use vacation leave accruals. New employees, however, may use floating holidays, compensation time off, and sick leave, where applicable. This provision does not apply to employees on promotional probation.

Employees are entitled to use any applicable leave balances while on promotional probation provided that they have completed initial probation.

D. Probationary Period After Promotion.

Promotions to a higher classification will be assigned a new probationary period. Any employee receiving a promotion to a higher level within the same classification will maintain the same probationary period. A promoted employee does not have a property interest in his or her prior position if an employee fails to successfully complete the promotional probation period.

A promotional probationary employee may be rejected at any time during the promotional probationary period with or without cause or reason, without notice or appeal or grievance, and without any rights described in Rule IX regarding Discipline. If the employee fails to complete the probationary period in the promotional position satisfactorily, the employee may return to the position held prior to promotion at the range and step held prior to promotion, if there is a vacancy in the prior position, unless he or she is terminated for cause.

Should the original position no longer be available, the employee may be returned to a similar position provided they meet qualifications and a position is available, or they may be released without cause, without notice or appeal, and without any rights described in Rule IX regarding Discipline. No new probationary period shall be required upon demotion or reinstatement to a lower class following rejection from probation.

E. Employee's Responsibility.

It is the responsibility of the employee to meet and to strive to exceed the minimum standards established for work accomplishment and conduct, to strive to improve work effectiveness, and to perform at highest competency levels.

RULE V. COMPENSATION PLAN

This section applies to all Center employees with the exception of the Executive Director unless otherwise specified.

SECTION 1. SALARY RANGE

The Human Resources Department or the person or agency employed for that purpose shall establish a salary range for each classification in the competitive service showing the minimum and maximum salary amounts. The minimum salary for each classification shall be thirty percent to sixty percent (30% - 60%) below the maximum salary. All salary ranges shall be adopted by the Governing Board by resolution. The Executive Director retains the authority to adjust salary on a case-by-case basis within the range at any time if it is determined that the current salary adversely affects recruitment and retention. All salary ranges must be included on the Fiscal Year pay schedule and must also be approved by the Governing Board.

Tri-City will not discriminate in assigning wage rates on the basis of sex, race, or ethnicity, and will not pay an employee at a wage rate less than the rate paid to an employee of the opposite sex, or of a different race or ethnicity, for performing substantially similar work, taking into consideration skill, effort and responsibility, and which is performed under similar working conditions. This restriction does not limit Tri-City's ability to assign different wage rates to employees based upon factors other than sex, race, or ethnicity, including but not limited to, seniority, merit, education, training and experience.

A. Review and Adjustment of Pay Ranges.

Tri-City has implemented a system that enables regular review of all salary ranges for adjustments contingent upon Tri-City's financial ability to pay. If Tri-City is in the financial position to do so, as determined by the Executive Director and Chief Financial Officer, all salary ranges will be reviewed on an annual basis in comparison to the relevant labor market for adjustment. The Executive Director and Chief Financial Officer will notify the Human Resources Department of any revisions to the schedule for the annual review of all salary ranges, based on each fiscal year budget.

SECTION 2. SALARY APPOINTMENT

Generally, new employees are appointed to the minimum of the salary range for the particular class in which the appointment is made. When in the judgment of Human Resources and with the recommendation of the appointing authority the education, training, and/or experience of the proposed employee justify a salary amount in excess of the minimum, Human Resources may authorize a salary appointment at an amount that does not exceed the mid-point of the salary range. Any initial salary appointment to an amount in excess of the mid-point of the salary range shall require the written approval of the Executive Director and Chief Financial Officer. Initial employment at a salary amount above the minimum may also be authorized by Human Resources when a particularly difficult recruiting problem for a class is found to exist.

SECTION 3. ANNIVERSARY DATE

New employees shall have their initial anniversary date set on their appointment date. Promoted, reclassified, or demoted employees shall have a salary anniversary date established as the date on which the employee begins performing the duties of the position as determined by the Center. Salary changes shall be made effective on the first day of the closest pay period.

There shall be no loss in seniority for vacation, departmental selection of assignments or other related matters. After a new hire, promoted, reclassified, or demoted employee has completed his/her probationary period they will revert to a July 1st salary anniversary date.

SECTION 4. SALARY ANNIVERSARY DATE

A. Establishment of Salary Anniversary Date.

All employees who receive appointments in the competitive service shall be evaluated near the end of 12 months of employment for consideration of merit salary increase. This will establish the employee's salary anniversary date. After a new hire, promoted, reclassified, or demoted employee has completed his/her probationary period and received their performance evaluation and related salary adjustment (if any) they will revert to a July 1st salary anniversary date.

B. Adjustment in Salary Anniversary Date.

A salary anniversary date will revert to a July 1st salary anniversary date after a new hire, promoted, reclassified, or demoted employee has completed his/her probationary period.

SECTION 5. SALARY INCREASES

Annual salary increases are contingent upon Tri-City's ability to pay, as determined by the Chief Financial Officer.

Salary increases within a salary range shall be granted to an employee based on merit in conjunction with an evaluation of his/her work performance. A merit salary increase must be recommended by the first line supervision and approved by the department head and the Human Resources Department. The amount of a merit salary increase, if any, will be based on the employee's achievement as recorded in a performance evaluation report based on the following guidelines, however, in consultation with the Chief Financial Officer and the Chief Operations Officer, the Executive Director retains the authority to adjust salary on a case-by-case basis at any time if it is determined that current salary adversely affects recruitment and retention. At no time can an employee be paid over their assigned pay grade range.

After a new hire, promoted, reclassified, or demoted employee has completed his/her probationary period and received their performance evaluation and related salary adjustment (if any) they will revert to a July 1st performance evaluation date for their next evaluation. This could mean that the employee is given a performance evaluation before completing their second full year of service to put them on a July 1st evaluation schedule. Any related adjustment to salary will be calculated on a pro-rata basis. If the employee's July 1st evaluation is six months after the initial performance evaluation and salary adjustment, the recommended percentage increase is multiplied by 6/12 (or 50% which is equal to six [6] months divided by 12 months) to get a pro-rated percentage increase. All salary increases will be effective the first day of the pay period following the anniversary date.

A. Guidelines.

Tri-City places high value on caring, helpful service to clients and the public, development of creative workable solutions to problems, timely submission of activity logs, productivity based upon direct client service, compliance with client service documentation standards, dedication and hard work, self-improvement, cooperation with co-workers, enhancement of the Center's positive image, the accomplishment of goals and objectives established by the employee's supervisor, and program cost effectiveness.

The Executive Director and Chief Financial Officer will consider each fiscal year's merit increase percentages based on Tri-City's ability to pay based on that fiscal year's budget. The Chief Financial Officer will notify the Human Resources Department of the approval fiscal year merit increase percentage. The Human Resources Department will be responsible to inform all staff prior to the July 1 merit increase anniversary date. The Executive Director and Chief Financial Officer also retain the authority to revise the merit rating schedule, such as eliminating all ratings except for Meets Expectations.

1. An employee whose overall work performance is rated as "Meets Expectations" may be eligible to receive a merit salary increase, subject to the supervisor's recommendation and management approval.

2. An employee whose overall work performance is rated as "Acceptable in most areas, improvement needed in some" may be eligible to receive a merit salary increase, subject to the supervisors recommendation and management approval; however, the evaluating supervisor may delay implementation of the salary increase pending the results of a special performance evaluation focusing on the areas in which improvement is needed.
3. An employee whose overall work performance is rated as "Exceeds Expectations" may be eligible to receive a merit salary increase, subject to the supervisor's recommendation and management approval.
4. An employee whose overall work performance is rated as "Exceptional/Exceed all Expectations" may be eligible to receive a merit salary, subject to the supervisor's recommendation and management approval.
5. Employees whose overall work performance is rated as "Immediate Improvement Needed" shall not be granted a merit salary increase and may be subject to disciplinary action and/or placed on a Performance Improvement Plan.

B. Performance Improvement Plan (PIP).

An employee who does not receive at least a "Meets Expectations" annual evaluation, may be placed on a Performance Improvement Plan (PIP). This Plan is completed by the employee's supervisor and should outline goals and expectations in order to assist the employee in improving his/her job performance. This plan must be approved by the Department Director (e.g. Director of Clinical Program Services, Chief Financial Officer, Chief Operations Officer, Chief Compliance Officer, Director of MHSA and Ethnic Services, Medical Director) and the Human Resources Department.

SECTION 6. SALARY INCREASE PROCEDURE

The following provisions shall govern the salary increase procedures for all employees in the competitive service.

A. Notification of Eligibility.

Thirty days prior to each employee's salary anniversary date and annually thereafter until the employee reaches the maximum of the salary range for his/her class, Human Resources shall advise the program supervisor in writing of the employee's pending eligibility for a performance evaluation and a merit salary increase. Please refer to Rule IV, Section 4 Lateral Transfers.

B. Notification of Authorization to Accounting.

If the supervisor recommends the employee for a merit increase, Human Resources shall notify the Accounting Department by Personnel Action Form of the approved merit salary increase and such notification shall constitute authorization for the Chief Financial Officer to make payment to the employee at the specified higher rate.

Such payment shall commence at or be retroactive to the employee's salary anniversary date, or July 1st of the fiscal year as stated in Rule V, Section 4(b), Adjustment in Salary Anniversary Date.

C. Postponement of Merit Salary Increase.

A supervisor may choose not to recommend that an employee receive a salary increase in conjunction with the salary anniversary date and postpone consideration pending further review of the employee's performance.

If, during or at the conclusion of the period of postponement, the supervisor recommends that the employee receive a merit salary increase, Human Resources shall notify the Chief Financial Officer by Personnel Action Form of the approved merit salary increase, and such notification shall constitute authorization for the Chief Financial Officer to make payment to the employee at the higher rate. Such payment shall commence at the beginning of the nearest pay period closest to which the recommendation is made.

D. Failure to Process Eligibility for Merit Salary Increase.

Should an employee's salary anniversary date be overlooked through error, and upon discovery of the error the employee is recommended and approved for a merit salary increase, the Chief Financial Officer shall honor a request for retroactive payment compensating the employee from the employee's salary anniversary date, or July 1st of the fiscal year as stated in Rule V. Section 4(b), Adjustment in Salary Anniversary Date.

SECTION 7. SALARY ON PROMOTION

An employee who is appointed to a position in a class allocated to a higher salary range than the class in which he/she formerly occupied a position shall receive a salary rate that is at least four percent (4%) higher than his/her previous base salary, or to the maximum of the 50th percentile of the new salary range. A supervisor can determine the salary increase based on years of service and responsibilities. This will allow for Supervisors to adjust the salary in cases where a long term employee, who after being promoted, is only at the new minimum salary range. The promotion and corresponding pay increase shall take effect at the beginning of the first pay period following the employee's notification of his/her promotion. The effective date of the promotion shall determine the employee's new salary anniversary date, for the six-month promotional probationary period only. Thereafter, the salary anniversary date will revert to July 1st of each fiscal year as stated in Rule V. Section 4(b), Adjustment in Salary Anniversary Date.

SECTION 8. SALARY ON TRANSFER

An employee who is transferred from one position to another in the same class or to another position in a class having the same salary range shall be compensated at the same rate in the salary range as he/she previously received. The employee's salary anniversary shall remain the same as it was before the transfer. Please refer to Rule IV, Section 4 Lateral Transfers.

SECTION 9. SALARY ON REINSTATEMENT

Notwithstanding other provisions of these Rules and Regulations, a person reinstated (within six (6) months) in: A) a position allocated to a class in which he/she previously held regular status and from which he/she was separated in good standing; or B) a position allocated to a class which is comparable as determined by the Center to a position to which he/she previously held regular status and from which he/she was separated in good standing may, with the approval of the Executive Director, Chief Fiscal Officer and the program manager in which he/she would be reinstated, be appointed to the same rate in salary range for the particular class of position as the rate in which he/she occupied at the effective date of his/her resignation. Upon reinstatement, the employee's anniversary date shall be determined by the effective date of the reinstatement.

SECTION 10. SALARY ON DEMOTION

The salary of an employee who is demoted to a position in a class allocated to a lower salary class than the class in which he/she formerly occupied a position shall be determined as follows:

A. Involuntary Demotion.

An employee who is involuntarily demoted to a position in a class allocated to a lower salary range than the class in which he/she formerly occupied a position shall have his/her monthly salary reduced to the nearest lower monthly salary rate in the salary range for the class to which he/she has been demoted. In lieu of a reduction in salary, the Executive Director may approve a "Y" rate for the employee. A "Y" rate exists when the employee's salary is frozen at the present level until such time as subsequent general salary range increases catch up with or exceed the employee's salary at the "Y" rate. He shall not be required to serve a probationary period in the lower position unless he/she has not completed his/her initial probationary period as required in this section. In such case, he/she will be required to complete his/her probationary period in the lower position. The employee shall retain the salary anniversary date he/she had in the higher position.

B. Voluntary Demotion.

An employee who is demoted at his/her own request to a position in a class allocated to a lower salary range than the class in which he/she formerly occupied a position shall have his/her monthly salary reduced to the nearest lower monthly salary in the salary range for the class to which he/she has been demoted. In lieu of a reduction in salary, the Executive Director may approve a "Y" rate for the employee.

A "Y" rate exists when the employee's salary is frozen at the present level until such time a subsequent general salary range increases catch up with or exceed the employee's salary at the "Y" rate. He/she shall not be required to serve a probationary period in the lower position unless he/she has not completed his/her initial probationary period as required by this chapter. In such case, he/she will be required to complete higher probationary period in the lower position. The employee shall retain the salary anniversary date he/she had in the higher position.

SECTION 11. SALARY ON POSITION RECLASSIFICATION

The salary of an employee in a position that is reclassified shall be determined as follows:

A. Class with Same Salary Range.

If the position is reclassified to a class with the same salary range as the previous class, and if the incumbent is appointed to the reclassified position, the salary rate and the salary anniversary date of the employee shall not change. This provision shall also apply to the change of class title, provided there is no change in the basic duties of the position.

B. Class with Higher Salary Range.

If the position is reclassified to a class with a higher salary range as the previous class, and if the incumbent is appointed to the reclassified position, he/she shall be compensated at a rate in the new salary range which comes nearest to and/or higher than the rate he/she held in the previous salary range.

C. Class with Lower Salary Range.

If the position is reclassified to a class with a lower salary range than the previous class, and if the incumbent is appointed to the reclassified position, his/her salary shall not change unless it is greater than the maximum of the lower salary range, in which case, the Executive Director shall approve a "Y" rate for the employee. A "Y" rate exists when the employee's salary is frozen at the present level until such time as subsequent general salary range increases equal or exceed the employee's salary at the "Y" rate. The incumbent's salary anniversary date shall not change.

D. Employee Incentive Pay

If an employee obtains a license, degree, or certification that requires continuing education units (CEUs) and that is determined by the Department Head to be of value to the Center and relative to their job classification, they may be eligible for a one-time 4% salary increase subject to Department Head and Human Resources approval. The employee must present documentation and the license, degree, or certification must enhance skills relevant to their current position, as determined by the Department Head, for consideration.

E. Step Increases

If there are multiple pay steps within the same classification and an employee has occupied his or her current position for at least 12 months, has increased responsibilities, and has maintained a Meets Expectations on all Performance Evaluations while in his or her current position, the Department Head may grant a one-step pay increase without posting an opening, as a natural career progression.

Upon moving to the higher step, the employee receives a 4% increase above their base salary at the time of the increase along with the title number change. If the employee has obtained a license, degree, or certification which qualified them for the step increase, the employee is only eligible for the 4% salary increase for meeting the requirements of that step. The step increase shall take effect at the beginning of the first pay period following the employee's notification of his/her increase.

SECTION 12. OVERTIME

It is the policy of the Center to avoid overtime work whenever possible. In cases of emergency, however, or whenever public interest or necessity requires, any employee may be directed by proper authority, and is expected to perform, overtime work.

A. Definition of Overtime.

Overtime is hours worked by non-exempt employees in excess of 40 hours in a seven (7) day work week. "Hours worked" shall mean hours actually worked and does not include paid leave (i.e., vacation, sick leave, compensatory time, etc.). No overtime shall be recorded or reported for less than 40 hours worked over a seven (7) day work week.

B. Prior Authorization.

Overtime must be authorized in writing in advance by the Center. All overtime requests must have the prior written authorization of a supervisor prior to the commencement of such overtime work.

Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable.

Dispatched calls beyond the end of duty time are considered as authorized. Working overtime without advance approval is grounds for discipline. Employees are cautioned not to spend excessive amount of time at their workstation before or after their normal work period or during their meal breaks. Meal breaks should be taken away from the employee's workstation. This incidental time will not be compensated in any manner whatsoever unless prior authorization of a supervisor is obtained. It is the Supervisor's responsibility to approve their assigned staff's timesheets before submission to Accounting to authorize any overtime work performed.

C. Rate.

Employees who have worked overtime hours shall be compensated as follows based on that status of their classification under the Fair Labor Standards Act (FLSA).

1. *FLSA-Covered Employees.* Employees in non-exempt classifications under the FLSA shall be compensated at a rate of time and one-half for all overtime hours.
2. *Exempt Employees.* Employees in classifications that have been determined to be exempt under the FLSA due to their managerial, supervisory or professional status as determined by the Executive Director per Department of Labor guidelines may be compensated at a rate of straight time in the form of compensatory time off, as described in section D(2) below. Such compensatory time shall not be accrued without prior authorization from the employee's supervisor.

At the discretion of the Executive Director, Exempt employees may be required to work overtime without additional compensation to meet unusual operational needs of the Center.

D. Compensatory Time Off.

1. *FLSA-Covered Employees and Executive Management.* Non-Exempt and Executive Management employees are not eligible to receive compensatory time. Executive Management employees refer to the Resolution.
2. *Exempt Employees.* As stated in sub-section C (2) above, exempt employees who do not have a legal entitlement to overtime compensation may be permitted to receive compensation for overtime in the form of compensatory time off at the straight time rate at the discretion of the Center. Exempt employees may be permitted to accumulate or "bank" up to 60 hours of compensatory time with pre-approval from their supervisor; however exempt employees shall not be eligible to receive pay for compensatory time hours on the books during employment. Rather, exempt employees may utilize accumulated compensatory time hours only in the form of time off in accordance with established vacation utilization procedures. Accrued compensatory time off, if available, shall be used first before using vacation leave

balances. Exempt employees shall be entitled to carry over unused accumulated compensatory time hours from one fiscal year to the next. If an employee leaves Center employment before exhausting compensatory leave balances, the remaining compensatory leave balance will be paid off in the separating employee's final paycheck.

3. *Approval of Use*

Use of compensatory time must be pre-approved by the employee's Supervisor/Manager/Department Director prior to commencing use for all employees. Compensatory time shall not be used for injury or illness-related absences in lieu of sick leave when sick leave is available unless otherwise required by state or federal law.

SECTION 13. EXCEPTIONAL PERFORMANCE AWARDS

Consistently exceptional performance may be recognized in the form of an Exceptional Performance Award. The provision of such an award shall be a discretionary action requiring review and approval of the Executive Director. An Exceptional Performance Award may be made on a one-time, lump sum basis during any fiscal year and is dependent upon the availability of funds as determined by the Executive Director and Chief Financial Officer. An Exceptional Performance Award may be granted to an employee in addition to a merit salary increase. The Center's ability to provide Exceptional Performance Awards is contingent upon the availability of funding guaranteed through employee productivity.

A. Annual Initiation of Program.

On a fiscal year basis, the Chief Financial Officer, with the approval of the Executive Director, shall determine whether sufficient funding has been received within the Center to initiate the Exceptional Performance Award program for that particular fiscal year. If a determination is made that funds are available, the Executive Director shall issue a memorandum to supervisory staff advising of such and the time period during which recommendations for Exceptional Performance Awards will be considered.

B. Amount of Award.

An employee may receive a one-time, lump sum Exceptional Performance Award of up to eight percent (8%) of his/her annual regular earnings from Tri-City during the previous fiscal year.

C. Eligibility.

To be eligible for an Exceptional Performance Award an employee shall have completed the probationary period with at least 12 months of full-time service with the Center. However, under rare special circumstances, the Executive Director may authorize an Exceptional Performance Award for an employee who has not yet completed the probationary period and 12 months of employment with the Center.

An employee who has informed the Center of his/her intent to resign or retire from employment with Tri-City shall not be eligible to receive an Exceptional Performance Award. To be eligible, an employee must consistently exceed performance level standards.

D. Justification.

An Exceptional Performance Award may be granted to recognize an employee's excellent job performance which has produced increased productivity or efficiency, has been above and beyond the call of duty and/or is consistently maintained at an outstanding level.

To receive an Exceptional Performance Award, an employee must be recommended as a recipient in a memorandum written to the Executive Director by the employee's supervisor or department head. The justification memorandum to the Executive Director shall describe in detail the employee's accomplishments in one or more of the following categories:

1. Submittal of ideas and/or taking action that has resulted in increased productivity and/or efficiency.
2. Outstanding actions that have brought credit to the Center, or improved its services and/or image.
3. An option or actions performed that would not normally be expected of the employee's classification and performance of them in an outstanding manner;
4. Within the employee's area of responsibility, there is a consistent, high level of productivity and/or efficiency with repeated successful implementation of outstanding work products;
5. Extraordinary effort, diligence, courage, patience, empathy or creativity;
6. Commitment of the employee's own time to the benefit of the Center.

E. Executive Director Approval.

The provision of an Exceptional Performance Award requires the written approval of the Executive Director. Such approval may be granted to eligible employees only in instances in which funds are available and justification is provided based on a written recommendation in the form of a memorandum to the Executive Director that complies with the requirements set forth in sub-section D in this Section.

SECTION 14. BILINGUAL INCENTIVE PAY

The Center will provide bilingual incentive pay to qualified employees who have the ability to fluently converse in one of the following languages: Spanish, Cambodian, Vietnamese, Cantonese, Korean, Mandarin, any of the Asian languages, and uses the language in his/her work in accordance with operational guidelines in effect established by the Executive Director and Director of Clinical Program Services. Bilingual incentive pay shall be in the amount of \$0.50 per hour totaling in \$1,040 per year. Department Directors reserve the right to repeal bilingual incentive pay at any time depending on the need of the Department and/or position. The Center reserves the right to establish standards and procedures to determine if an affected employee is qualified to receive such compensation. The Center additionally reserves the right to review and expand the category of accepted languages that would qualify for bilingual pay. Bilingual incentive pay will take effect at the beginning of the pay period following all completed qualifications and approvals.

SECTION 15. EMPLOYEE REFERRAL FEE PROGRAM

The Center is always looking for qualified employees and appreciates recommendations made by existing employees. If a current staff member recommends someone who is hired on a full-time, permanent basis, they will receive a referral fee totaling up to \$400. The Center may from time to time, however, pay a higher referral fee for particular positions as approved by the Executive Director. The first \$200 will be paid when the referral commits to the offer and actually starts working for the Center. The newly hired employee must fill out a form stating who referred them on their first day of employment. The second \$200 will be paid when that referral completes probation. This amount may be changed from time to time depending on existing market conditions.

SECTION 16. ON CALL PAY

Certain staff members are required to be available after-hours on a rotating basis. These staff members receive an annual on-call pay. In addition, if staff is called to come into the office, they will be paid for hours actually worked, including travel time to and from their home. Department Directors reserve the right to repeal On-Call pay at any time depending on the need of the Department and/or position. (Refer to On-Call Pay Policy & Procedure for further details.)

SECTION 17. INSURANCE BENEFITS

The Center will make available group insurance benefits to full-time employees in accordance with resolutions adopted by the Governing Board and as required by law. The Center pays a percentage of the premiums with the employee paying the remaining percentage. Employees may opt for coverage through a health insurance exchange. Employees who decline medical insurance plan coverage shall receive an Health Incentive Plan in lieu payment of \$150 per month over 24 pay periods. All declining employees must provide proof of alternative insurance coverage to be eligible for this payment.

An open enrollment period will occur each year prior to the effective date of each policy. Only during this time may the employee change insurance plans. An exception occurs if the employee claims a qualifying event affecting his/her family, then enrollment will be the first of the next month.

Tri-City provides term life insurance and accidental death and dismemberment policies, including short-term and long-term disability insurance. Additional voluntary (employee-paid) group rate supplemental plans are available through American Fidelity. American Fidelity also provides a Medical Expense and Dependent Care Flexible Spending Account, an IRS Code Section 125 benefit plan. Benefits for new hires receiving coverage and their dependents, are effective the first day of the calendar month following the employee's hire month.

Pursuant to the Patient Protection and Affordable Care Act ("ACA"), the Center shall not retaliate against any employee who receives health insurance premium tax credits or a subsidy in the health insurance exchange; reports potential violations of protections afforded under Title I of the ACA; testifies, assists or participates in a proceeding concerning such violation; or objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be a violation of any provision of Title I of the ACA.

SECTION 18. MEDICARE

All employees hired after April 1, 1986, will have 1.45 percent of their base salary deducted from their paycheck to be paid to Medicare. The Center will match the 1.45 percent, as mandated by law.

SECTION 19. PAY PERIOD

The compensation due to all employees of the Center shall be on a bi-weekly basis.

SECTION 20. PAY DAYS

The payment of compensation, as well as paystubs, shall be made available by the Center to employees on the pay date, the Friday following the completion of each bi-weekly pay period. In the event that a pay date falls on a holiday, payment of compensation (as well as pay stubs) shall be made available to the Center employee on the first work day preceding the holiday.

SECTION 21. TIME ENTRY

Time entry into Workforce Now (the System) is to be completed and approved by the employee and the employee's time and attendance supervisor no later than 11 am on the Monday following the completion of each bi-weekly pay period (Approval Deadline).

The employee's approval of their timecard indicates their attestation to the accuracy and completeness of their recorded hours. The time and attendance supervisors' approval of employees' timecards indicates their attestation to the accuracy and completeness of the employees' recorded hours.

Exempt and non-exempt employees shall be compensated based on the approved hours as recorded within the System. Modification of hours subsequent to the approval deadline (as noted above) will have to be documented and approved by the employee requesting the change and their time and attendance supervisor. These modifications will be applied to the subsequent pay period.

SECTION 22. LICENSURE / CERTIFICATION INCENTIVE PAY

For full-time staff who are preparing to get licensed or certified, Tri-City will pay up to \$250 per calendar year for the cost of the class or workshop that is related directly to getting the license or certification. The license and certification must require continuing education units (CEUs) and be approved by the Department Head as having value to the Center and relative to the employee's job classification, fees associated with registering/sitting for the exam are not covered.

Employees in the Psychiatrist classification refer to the Psychiatrist Resolution.

SECTION 23. LICENSE / REGISTRATION RENEWAL PAY

Tri-City will pay for the licensure and registration renewal fees for full-time staff whose duties require a license.

Employees in the Psychiatrist classification refer to the Psychiatrist Resolution.

RULE VI. LEAVE BENEFITS

SECTION 1. VACATION

This section applies to all full-time, regular employees employed by the Center with the exception of Executive Management. Executive Management vacation leave benefits are covered under the Executive Management Resolution.

A. Basis of Accrual.

Every full-time regular employee shall be entitled to a paid vacation leave following 6 months of full-time, continuous service with the Center. Accrual shall take place on a bi-weekly basis as defined below:

<u>Longevity</u>	<u>Accrual</u>	<u>Longevity</u>	<u>Accrual</u>
0-2 Years	80 Hours	5-9 Years	128 Hours
3-4 Years	104 Hours	10+ Years	168 Hours

Vacation accrual shall be prorated for employees who begin or terminate their employment in the middle of the pay period. For purposes of this section, continuous service shall include time in which an employee is on authorized leave of absence with pay. Vacation leave will not accrue during leaves of absence without pay unless required by law.

B. Vacation Accrual.

All full-time employees shall be entitled to accrue vacation up to a maximum of 240 hours. No additional vacation hours can be accumulated until balance is below 240 hours. Supervisors shall encourage the taking of accrued vacation leave within the calendar year earned.

C. Effects of Holiday on Vacation Leave.

In the event one or more authorized Center holidays fall within a vacation leave, such holiday shall not be charged as vacation leave.

D. Effects of Sick Leave on Vacation Leave.

In the event an employee becomes ill during his/her vacation period, such time shall not be charged as vacation leave, upon approval of the supervisor or Human Resources Department, if the following conditions are met:

1. Notice is given immediately to the employee's supervisor or the Human Resources Department. Sick leave will only be granted for those days on which notice is given or which follow notice to the Center; and
2. Upon request, the employee submits a doctor's certificate for the period of sick leave. A doctor's note will not be required except as described in the Sick Leave policy contained in these Personnel Rules and Regulations.

E. Scheduling Vacations.

An employee may request his/her annual vacation leave at any time during the year, contingent upon determination by his/her supervisor that such absence will not adversely affect the department.

Each employee must consider the needs of the service when requesting annual vacation leave. An employee shall request vacation time off through the ADP timesheet process.

F. Vacation Accrual Cash Out.

An employee may request a "Vacation Cash Out" of a maximum of eighty (80) accrued vacation hours during any fiscal year. Eligibility Criteria for a vacation accrual cash out are as follows:

1. The employee must be regular, full-time employee, who has completed his or her initial probationary period, if applicable.
2. A vacation accrual balance of 40 hours will remain following the completion of the cash-out request.

Employees who meet the Eligibility Criteria for a Vacation Cash Out should complete and submit a Vacation Accrual Cash-Out Request Form available on Summit. Human Resources and Finance will review the request for approval or denial. Only full hour increments of accrued vacation leave may be requested. Vacation Accrual Cash-Outs will be paid out at the base rate of pay plus bilingual incentive pay, if applicable. Approval of an employee's Vacation Cash Out request will be limited to time periods during which an adequate cash flow is available to Tri-City to accommodate potential requests by multiple employees as determined by the Chief Financial Officer.

Employees are not permitted to cash out more than 80 hours of vacation accruals during any one fiscal year (July 1-June 30).

G. Payment Upon Separation.

An employee separated from Center service shall receive full compensation for accumulated vacation hours on the books at the employee's then current salary rate.

SECTION 2. SICK LEAVE

This section applies to all full-time and part-time employees employed by the Center with the exception of Executive Management. Executive Management sick leave benefits are covered under the Executive Management Resolution.

A. Accrual of Sick Leave for Full-Time Employees.

Every full-time probationary, regular, and provisional (interim) employee shall accrue sick leave at the rate of 88 hours per year. Sick leave shall accrue on a bi-weekly basis, beginning on the first day of employment and shall be prorated when an employee begins or terminates his/her employment in the middle of a month. Sick leave is not a leave which an employee may use at his/her discretion, but shall be allowed only as provided in this Section or as indicated by federal or state law.

B. Accrual of and Eligibility for Sick Leave for Part-Time and Temporary Employees.

Part-time employees shall accrue sick leave at the rate of 1 hour for every 30 hours worked, up to 3 days or 24 hours, whichever is greater, per 12 month calendar period. Part-time employees may carry over accrued sick days to the following year, with a maximum cap of 6 days or 48 hours, whichever is greater, that may carry over year to year. Accrued sick leave will be restored if a part-time or temporary employee separates from the Center but returns to work for the Center, in any position, within 12 months. Tri-City will comply with California law regarding sick leave for part-time employees in accordance with Labor Code section 245, *et seq.*

A part-time or temporary employee is permitted to use accrued sick leave beginning on the 90th day of his/her employment. Use of sick leave by part-time and temporary employees is capped at 3 days or 24 hours, whichever is greater, per 12-month period for the uses provided in this Section.

C. Accumulation of Sick Leave for Full-Time Employees.

Sick leave may be accumulated indefinitely without limitation during the employee's full-time employment with the Center.

D. Use of Sick Leave.

Employees may use sick leave for the following reasons:

1. For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
2. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's immediate family member (child of any age or dependency status, spouse, registered domestic partner, parent, parent-in-law, grandparent, grandchild, or sibling).
3. For an employee who is a victim of domestic violence, sexual assault, or stalking to:
i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; ii) obtain medical attention or psychological counseling services from a shelter, program or crisis center; or iii) participate in safety planning or other actions to increase safety.

A full-time employee's use of one half of his or her annual accrued sick leave in a calendar year for the uses provided in this Section will be considered "Protected Sick Leave" in accordance with California Labor Code section 233.

E. Notification and Proof of Illness.

In order to be paid for time while absent from duty on sick leave, if the need for sick leave is foreseeable, the employee must notify his/her immediate supervisor prior to the time set for the beginning of his/her regular duties. If the need for sick leave is unforeseeable, the employee must notify his/her immediate supervisor of the need for leave as soon as practicable.

The Center may require a full-time employee (or a part-time employee accruing sick leave) to provide a physician's certification to support any absence that involves the illness of the employee or family member if the Center suspects that there is an abuse of sick leave by the

employee. The Center may also require such certification regarding sick leave use at any time to the extent permitted by law.

All employees who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave, must provide certification of the need for leave within a reasonable time thereafter.

F. Payment Upon Separation.

Upon separation of employment from the Center, a terminating full-time employee shall receive payment for accumulated sick leave up to a maximum of 240 hours. In addition, an Employee who is separating from employment for the purpose of retirement under the California Public Employee's Retirement System (CalPERS) may request that accrued and unused sick leave be converted to CalPERS service credit in accordance with applicable state laws and regulations. If the employee is re-employed by the Center within 12 months of separating, the employee shall be credited with prior accrued, unused sick time that has not been cashed out. Payment upon separation is made upon the next regularly scheduled Center pay date.

SECTION 3. HOLIDAYS

A. Authorized Holidays.

Every full-time employee shall be entitled to the following paid holidays, and/or other days designated by action of the Governing Board.

1. New Year's Day (January 1st)
2. Martin Luther King Day (3rd Monday in January)
3. President's Day (3rd Monday in February)
4. Memorial Day (4th Monday in May)
5. Juneteenth (June 19th)
6. Independence Day (July 4th)
7. Labor Day (1st Monday in September)
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Eve
11. Christmas Day

Two (2) Floating Holidays (16 hours per calendar year; prorated for new hires)

The Executive Director is empowered to determine whether the Center shall observe special days of declaration by the President or Governor as a day of public fast, thanksgiving, mourning, or holiday, as well as determine if any other day shall be a holiday.

B. Use of Floating Holidays.

A floating holiday shall be scheduled in the same manner as vacations. The employee will request the Floating Holiday through the ADP timesheet process. Approval of the requested day off shall be contingent upon determination that the employee's absence will not adversely affect the operations of the department. A floating holiday not used during a calendar year will be cashed out on the last pay period of the calendar year. Upon separation of employment, any remaining floating holidays will be cashed out.

C. Weekends.

If a holiday falls on a Sunday, the following Monday will be observed as the holiday; or if the holiday falls on a Saturday, the Friday preceding will be observed as the holiday. Additionally, if the holiday falls on the employee's flex day, the employee shall take off another working day immediately preceding or following the holiday, with the supervisor's approval, preferably within the same week but may be within the same pay period.

D. Flextime and Holidays.

If an employee's regular day off ("RDO") falls on a scheduled paid holiday, the employee may take off the workday immediately preceding or immediately following the holiday as their RDO instead.

E. During Unpaid Leaves.

Holiday pay will not be provided during a period in which an employee is on unpaid leave or other absence in which regular compensation is not provided.

F. New Hires.

A new employee whose first working day is the day after a holiday shall not be paid for that holiday.

SECTION 4. COMPENSATORY TIME OFF

This section applies to all full-time, regular employees employed by the Center with the exception of Executive Management. Executive Management vacation leave benefits are covered under the Executive Management Resolution.

Refer to Rule V. Section 12 (D) of these rules and regulations for policies governing the use of compensatory time. An employee who has requested the use of accumulated compensatory time shall be permitted to use such time within a reasonable period unless such scheduling will unduly disrupt the operations of the Center. Upon separation of employment, any remaining compensatory time off will be cashed out.

SECTION 5. PREGNANCY DISABILITY LEAVE

This section applies to all eligible Center employees.

The Center will allow leave in accordance with the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions. (Refer to Family Medical Leave/Pregnancy Disability Leave Policy II.09).

SECTION 6. FAMILY AND MEDICAL LEAVE / FAMILY RIGHTS ACT

This section applies to all eligible employees employed by the Center.

The Center will allow family medical leave for eligible employees in compliance with the federal Family and Medical Leave Act of 1993 and the California Family Rights Act ("CFRA"). California law shall prevail unless preempted by federal law. (Refer to Family Medical Leave/Pregnancy Disability Leave Policy II.09).

SECTION 7. BABY BONDING LEAVE

This section applies to all eligible Center employees.

New-child bonding is part of CFRA and allows eligible employees to take up to 12 weeks of leave to bond with or care for a newborn child, a newly adopted child or a child newly placed in foster care. There is no requirement that either the employee or child have a serious health condition, nor must the employee be disabled by pregnancy, childbirth or a related medical condition before taking CFRA leave for reason of birth of the child. (Refer to Family Medical Leave/Pregnancy Disability Leave Policy II.09).

SECTION 8. MILITARY LEAVE

This section applies to all eligible Center employees.

Military leave will be granted in accordance with state and federal law. An employee requesting leave for this purpose shall promptly provide the Department Director with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the Department Director may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

The Department Director shall advise Human Resources of such military orders immediately. Sick leave and annual vacation leave will accrue to the employee during the period he/she is on military leave in accordance with the Military and Veterans Code of the State. (Refer to Family Medical Leave/Pregnancy Disability Leave Policy II.09).

This provision shall not be construed to grant any other benefits, other than those provided by state and federal law, to employees who voluntarily join the armed services or who are called to full-time active duty in the armed services.

SECTION 9. LEAVE OF ABSENCE WITHOUT PAY

A. General Policy.

This policy shall not apply to any leave of absence required by law.

An employee may be granted a leave of absence without pay for up to 30 days upon the recommendation of his/her supervisor and approval of the Executive Director. A leave of absence in excess of thirty days may only be granted by the Department Director and Human Resources for any of the following reasons:

1. To take a course of study which will increase the employee's usefulness on return to his/her position in the Center service;

2. For personal reasons approved by the Executive Director and Department Director. Use of a leave of absence for a purpose other than that requested may be cause for forfeiture of reinstatement rights. No leave of absence without pay shall be utilized to permit an employee to seek other employment or to permit an employee to engage in non-Center employment where the employment is an internship.

B. Authorization Procedure.

Requests for leave of absence without pay shall be made upon the Request for Time Off Form and submitted to the Department Director for approval and shall state specifically the reason for the request, the date when it is desired to begin the leave and the probable date of return. The request shall be transmitted to the Executive Director for final approval. The action of the Executive Director shall be final. A copy of any approved request for leave of absence without pay shall be delivered promptly to Human Resources, Accounting, the Department Director and the employee.

C. Length of Leave and Extension.

A leave of absence without pay may be made for a period not to exceed one (1) year provided that the Executive Director and Department Head may extend such leave for an additional period not to exceed one (1) year. Procedure in granting such extensions shall be the same as granting the original leave provided that the request for extension is made no later than 30 calendar days prior to the expiration of the original leave.

D. Return From Leave.

When an employee intends to return from an authorized leave of absence without pay either before or upon the expiration of such leave, he/she shall contact his/her supervisor at least 14 calendar days prior to the day he/she plans to return.

The supervisor shall promptly notify the Department Director and Executive Director of the employee's intention. Failure on the part of the employee to report for work promptly at the date of leave expiration, or within a reasonable time after notice to return to duty, shall constitute a separation from service. Paid leaves, i.e., vacation, sick leave and holidays, and other similar benefits shall not accrue to an employee granted such leave during the period of absence. An employee on leave of absence does not have any of the privileges granted regular full-time employees, except as otherwise required by law. Unless required by law, the Center will not maintain contributions toward group insurance or retirement coverage for the employee on such leave.

SECTION 10. BEREAVEMENT LEAVE

This section applies to all Center employees.

Any accrued vacation, sick, compensation time or floating holiday pay can be used for Bereavement, but must be approved by the Supervisor. As employees are required to use their own time for Bereavement leave, employees shall request the time off through his or her Supervisor through the normal request for time off practice.

SECTION 11. WORKERS' COMPENSATION

This section applies to all eligible Center employees.

All injuries sustained in the course of employment shall be reported as soon as practicable to the supervisor, who shall in turn immediately report the same to Human Resources or the Chief Operations Officer. In the event the employee is physically incapacitated in such a manner as to prevent submission of a report, the supervisor shall complete and forward the required form to Human Resources within 24 hours following the injury. Medical care and payments for temporary and permanent disabilities incurred in the course of employment shall be paid as prescribed by State law. Any regular employee shall continue to earn eligibility for consideration for merit salary increases during an absence resulting from an on-the-job injury providing he/she receives compensation payments under the provisions of the California Workers' Compensation Law. A probationary employee shall be entitled to the same benefits as a regular employee.

During the time the employee is in fully paid status while absent from work by reason of injury or illness covered by Workers' Compensation, he or she shall continue to accrue sick leave and vacation benefits as though he or she were not on leave of absence.

SECTION 12. EMPLOYEE TIME OFF FOR VOTING

This section applies to all Center employees.

California Elections Code Section 14001 requires agencies to post a notice to employees advising them of provisions for taking paid leave for the purpose of voting in statewide elections. The notice must be posted ten (10) days before a state wide election. In general, a statewide election is defined as one in which all voters in the state have an opportunity to vote on at least one common race or issue. Employees are eligible for up to two (2) hours of paid time off for the purpose of voting only if they do not have sufficient time outside of working hours to vote. The intent of the law is to provide an opportunity to vote to workers who would not be able to do so because of their jobs. Voting hours are from 7:00 a.m. to 8:00 p.m. Employees can be given as much time as they need in order to vote, but only a maximum of two hours is paid. Employees must give notice to their supervisors at least two (2) working days prior to the statewide election that they will need additional time off for voting. Employees will be required to take the time off only at the beginning or end of the employee's shift.

SECTION 13. FAMILY SCHOOL PARTNERSHIP ACT/PARENTAL LEAVE

This section applies to all Center employees.

An employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to of one or more children in kindergarten or grades 1 to 12, inclusive, or attending a licensed child care facility, can take off up to 40 hours each year, not exceeding eight (8) hours in any calendar month of the year, to participate in activities of their child's school or licensed child care facility; find, enroll, or reenroll a child in a school or with a licensed child care provider; or to pick up a child due to a child care provider or school emergency. The employee, prior to taking the time off, must give reasonable notice to Tri-City of the planned absence. The employee shall utilize existing vacation, personal leave, or compensatory time off for purposes of the planned absence authorized by this section.

An employee may also utilize time off without pay for this purpose if approved by his/her supervisor. The supervisor may request the employee provide documentation from the school or licensed child care facility as proof that he or she participated in school or licensed child care facility activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody

work for the Center at the same work site, only the first parent requesting will be entitled to leave under this provision. At the discretion of the Department Director(s), the Center will allow both parents to take leave under this provision.

SECTION 14. JURY DUTY

It shall be the general rule to excuse employees of the Center from regular responsibilities of their positions when called for jury duty for a period not exceeding 15 working days. No employee shall be disciplined or separated as a result of jury duty service. An employee who is summoned to serve on a jury must notify his or her supervisor or program manager as soon as possible after receiving notice of both possible and actual jury service in order to receive time off for the period of actual service required on such jury. The time spent off the job by the full-time, regular employee while actually serving on jury duty under the supervision of the court shall be compensated on a straight time basis, limited to the employee's normal workday schedule. The time spent on jury duty is not work time for purposes of calculating overtime compensation.

An employee excused from jury duty prior to the completion of his/her normal workday must return to work. All per diem reimbursement paid the employee by the court shall be endorsed to the Center. It shall be the duty of the employee requesting compensation under this provision to present court verification of time and dates of such employee's jury duty. Failure to provide court verification of jury duty attendance for each day and any reimbursement of the court per diem to the Center shall be cause for the Center not to compensate the employee for jury duty.

SECTION 15. WITNESS LEAVE

This section applies to all Center employees.

A. Subpoena.

An employee who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of his or her Tri-City job duties will do so without loss of compensation. The time spent will be considered work time. The Center will offset the amount from pay the employee receives for witness fees.

B. Exception for Employee-Initiated or Non-Center Related Lawsuits.

An employee who is subpoenaed to appear or who appears in court in a matter unrelated to his or her Center job duties or because of civil or administrative proceedings that he or she initiated does not receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay, or may use accrued vacation for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

SECTION 16. TIME OFF FOR VICTIMS OF VIOLENT CRIMES, STALKING OR DOMESTIC VIOLENCE

This section applies to all Center employees.

- A. Any employee who is a victim of a crime that is a serious or violent felony, or a felony involving theft or embezzlement, may take leave from work to attend judicial proceedings related to that crime, if the employee provides the Center a copy of the notice of the scheduled proceeding in advance. If advance notice is not feasible, the employee must provide the Center, within a reasonable time after the leave is taken, documentation from the District

Attorney, victim's rights office, or court / governing agency that shows that the judicial proceeding occurred when the leave was used. An employee who is an immediate family member of such a crime victim, including: a registered domestic partner; the child of the registered domestic partner; spouse; child; stepchild; brother; stepbrother; sister; stepsister; mother; stepmother; father; or stepfather of the crime victim is also entitled to leave from work to attend judicial proceedings relating to that crime. The leave is unpaid unless the employee elects to use accrued vacation, sick, or other paid leave, or compensatory time off.

- B. Any employee who is a victim of a crime listed in Labor Code section 230.5(a)(2)(A), may take leave from work to appear in court to be heard at any proceeding in which the right of the victim is at issue, if the employee provides the employer reasonable advance notice. If advance notice is not feasible, the employee must provide the Center, within a reasonable time after the leave is taken, certification from a police report, a district attorney or court, or from a health care provider or victim advocate, that the employee was a victim of any of the crimes listed in Labor Code section 230.5(a)(2)(A). An employee who is a spouse, parent, child, sibling, or guardian of such a crime victim is also a victim who is entitled to this leave if the above notice or certification requirements are met. The leave is unpaid unless the employee elects to use accrued vacation or paid leave, or compensatory time off.
- C. Any employee who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to obtain or attempt to obtain any relief, including, but not limited to: a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or his or her child, if the employee provides advance notice of the need for leave.

If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use 2014 Healthy Workplaces sick leave (Labor Code § 246.5(a)(2)), accrued vacation or paid leave, or compensatory time off.

- D. Any employee who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program or crisis center; or participating in safety planning or other actions to increase safety, if the employee provides advance notice of the employee's intention to take time off for these purposes. If advance notice is not feasible, the employee must provide any of the following to the Center within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use 2014 Healthy Workplaces sick leave (Labor Code § 246.5(a)(2)), accrued vacation or personal leave, or compensatory time off.

SECTION 17. ADMINISTRATIVE LEAVE

This section applies to all Center employees.

The Center has the right to place an employee on leave at any time with full pay. An employee may be placed on administrative leave pending investigation of misconduct, potential disciplinary action, or other reasons that the Human Resources Manager, in his/her discretion, believes warrant such leave. Paid administrative leave is not considered a disciplinary action. As such, the employee has no right to appeal if placed on paid administrative leave.

RULE VII. EMPLOYEE DEVELOPMENT

SECTION 1. TRAINING

This section applies to all Center employees.

A. Responsibility.

The responsibility for developing Center-wide training programs for employees shall be assumed jointly by the Human Resources Department and department directors/managers. Training programs may include lecture courses, demonstrations, attendance at conferences, assignment of reading material, or such other programs as may be available for the purpose of improving the efficiency and broadening the knowledge of employees in the performance of their duties and responsibilities.

B. Orientation.

All new employees will be scheduled for the New Employee Orientation on their first day of hire, in order to receive an introduction to Center employment. Representatives from each department will give an overview of how their department operates and how the various programs are integrated into their work. This includes an introduction to Tri-City, Revenue, review of the Recovery Model, Quality Assurance, Collaborative Documentation, information on the Wellness Center and our Outreach programs. In addition, the new hire will receive HIPAA, Privacy and Security training, Safety training and information on Tri-City policies and procedures. During this period, employees will also be asked to complete new-hire forms and documents necessary to complete the hiring process and receive their Employee ID badge.

C. Mandatory All Staff Trainings.

1. All new hires will be assigned the following mandatory staff trainings. These trainings must be completed by the end of the employee's probationary period (with the exception of Sexual Harassment) and then annually as required. Certificates of Completion will be maintained in the HR Department on each employee.
 - a. Bloodborne Pathogens
 - b. Boundaries
 - c. Community Resiliency Model (CRM) Non-Clinical staff
 - d. Trauma Resiliency Model (TRM) Clinical staff
 - e. Crisis Prevention Institute (CPI) Non-violent Crisis Intervention Training
 - f. Cultural Diversity (Competency)

- g. Mental Health First Aid (MHFA)
 - h. Motivational Interviewing (MI)
 - i. Sexual Harassment for Employees (Must be completed within the first 30 days of hire)
 - j. Sexual Harassment for Supervisors in California (Must be completed within first 30 days of hire)
 - k. Adverse Childhood Experiences (ACEs)
 - l. Human Trafficking: Sexual Exploitation
2. All existing staff will be assigned the following mandatory staff trainings. These staff should have completed all new hire trainings as listed in section C(l). Human Resources will notify all employees and their supervisors of any incomplete training assignments. Certificates of Completion will be maintained in the Human Resources Department on each employee.
- a. Bloodborne Pathogens – annually
 - b. Cultural Diversity (Competency) - annually
 - c. HIPAA Privacy - annually
 - d. Sexual Harassment for Supervisors in California – bi-annually
 - e. Sexual Harassment for Employees in California – bi-annually

RULE VIII. SEPARATION

SECTION 1. RESIGNATION

Executive Management employees are excluded from this section.

An employee wishing to leave in good standing shall file a written resignation with his/her supervisor at least two (2) calendar weeks before leaving service, unless, because of extenuating circumstances, the supervisor agrees to permit a shorter period of notice. The written resignation shall be immediately forwarded to Human Resources. The filing of the written resignation with the supervisor shall be deemed official notice to and acceptance by the supervisor. Once a written resignation is tendered, the resignation may not be withdrawn by the employee without the consent of the supervisor. Once a resignation has been tendered, the Center reserves the right to release the employees from duty at their discretion. The resignation of an employee who fails to give notice may be cause for denying future employment by the Center. Payment for hours worked up to the resignation date will be paid at the next scheduled pay date.

All assigned Center property and/or equipment in their possession or control must be returned on or before the last day of employment. This includes keys, employee identification badges, cell phones and other materials provided by the Center.

All employees leaving the Center service will be encouraged to participate in an exit interview. At the exit interview, employees will be advised of their rights on benefits and insurance. Employees will be given an opportunity to discuss their views on the Center, their department, training, and other subjects upon which they would like to comment.

SECTION 2. RETIREMENT SYSTEM / RETIREMENT

This section applies to all Center employees.

Regular full-time employees of the Center or part-time employees employed over 1000 hours in a fiscal year, as a condition of employment shall become members of the California Public Employee's Retirement System (CalPERS), in accordance with the existing legislation governing retirement. The Center participates in the two percent (2%) at 62 Plan for those hired on or after January 1, 2013. Employees hired prior to January 1, 2013 participate in the 2% at 55 plan. Employees contemplating retirement should contact Human Resources at least 90 days prior to their anticipated retirement date.

SECTION 3. LAYOFF PROCEDURES

This section applies to all full-time, regular Center employees.

- A. The Center may layoff any employee(s) due to termination of a position, termination of the program to which the position is assigned, lack of work, or lack of funds. This is not a disciplinary or punitive action and shall not be subject to administrative appeal. In the event that the Center determines that a reduction in the work force is necessary, full-time regular employees shall be deemed to have seniority over part-time, hourly employees.
- B. Whenever possible, employees to be laid off shall be given at least 30 calendar days prior notice. The employee shall be advised in writing by the Human Resources Department of any and all rights available to employees scheduled to be laid off.
- C. Employees in the classification, program, and/or department that have been reduced will be laid off in accordance with their classification, seniority, funding, grant and/or special project training. When two or more employees have relatively equal skills, qualifications and ability to perform the work without further training, the employee(s) with the least seniority in the affected classification will be laid off first.

SECTION 4. EXTENDED BENEFITS – COBRA

This section applies to all eligible Center employees.

The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) provides for the temporary continuation of health care coverage. COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a “qualifying event.” After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

When the qualifying event is the death of the employee, the employee’s becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child’s losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months.

When the qualifying event is the end of employment or reduction of the employee’s hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare eight (8) months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus eight [8] months). Otherwise, when the qualifying event is the end of employment or reduction of the employee’s hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months.

RULE IX. DISCIPLINE

SECTION 1. DISCIPLINARY AND APPEALS PROCEDURES

A. Excluded Positions.

The disciplinary and appeals procedures set forth in this section do not pertain to Executive Management and employees that are specifically excluded from the competitive service as listed in Rule II, Section 1 of these rules and regulations. In addition, any regular employee who is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) is not subject to any disciplinary penalty which is inconsistent with his or her FLSA overtime-exempt status.

B. Notification and Approval of Department Directors

The Supervisor must notify and receive approval from the appropriate Department Director (e.g. Director of Clinical Program Services, Chief Financial Officer, Chief Operations Officer, Chief Compliance Officer, Director of MHSA and Ethnic Services, and Medical Director) and HR prior to proposing or imposing any personnel action or discipline as it pertains to Rule IX of these Rules and Regulations.

C. Basis For Disciplinary Action.

The tenure of employment at the Center shall be based on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action, which shall be commensurate with the seriousness of the offense and with due consideration of the employee's performance record. Although not an all-inclusive list, the following are examples of infractions which will result in disciplinary action up to, and including, dismissal:

1. Dishonesty – Including, but not limited to, falsification of records, billing claims, or timesheets, willful omission of information, misrepresentation of a material fact, etc.
2. Theft.

3. Unsatisfactory job performance, incompetence, inefficiency or negligence in the performance of duties, including failure to perform assigned task or failure to discharge duties in a prompt, competent and responsible manner.
4. Intemperance.
5. Discourteous or offensive treatment of the public or other employees.
6. Failure to cooperate with employee's supervisor or fellow employees.
7. Disobedience, insubordination or insulting or demeaning the authority of a supervisor or manager.
8. Reporting to work under the influence of drugs, controlled substances or alcohol or possessing, transferring, selling or using drugs, controlled substances or alcohol in Center offices, vehicles, work areas, or on Center property during work hours including paid or unpaid break periods.
9. Unexcused absence.
10. Excessive and/or patterned absenteeism or tardiness.
11. Violation of any Center Personnel Rule or Regulation or Center Policy and Procedure, including but not limited to those contained in this manual.
12. Violations of rules, regulations, orders, or directives established by a supervisor.
13. Conviction of a felony that has a nexus to the employee's job duties. The record of conviction shall be conclusive evidence of the fact that the conviction occurred. Human Resources may inquire into the circumstances surrounding the commission of the crime in order to fix the degree of discipline. A plea or verdict of guilty, conviction showing a plea of nolo contendere is deemed to be a conviction within the meaning of this section.

Human Resources may, in its sole discretion, take disciplinary action upon the conviction of the offense, when the time for appeal has elapsed, or when order granting probation is made suspending the imposition of sentence, irrespective of a subsequent order under the provisions of section 1203.4 of California Penal Code allowing such person to withdraw his/her plea and enter a plea of not guilty, or setting aside a verdict of guilty, or dismissing the accusation or indictment.
14. Misuse, abuse or unauthorized use of Center property, including, but not limited to physical property, tools, equipment, Center communications systems, Center vehicles, intellectual property or certifications.
15. Mishandling of public funds.
16. Substandard job performance.
17. Disciplinary action by a licensing board in connection with a job related license.
18. Verbal or physical abuse and/or harassment.

19. Failure to submit timesheets in a timely manner.
20. Failure to meet established productivity standards.
21. Failure to comply with service documentation standards, including failure to possess, keep in effect, or report loss of any license, certificate or other similar requirement specified in the employee's job description.
22. Breach of Acceptable Use Agreement for improper use of Center Information Technological equipment.
23. Unauthorized disclosure or release of health information¹ that relates to any individual served by the Center.
24. Use of leave in a manner not authorized or provided for pursuant to Center policies.
25. Unapproved outside employment or activity that violates the Center's policy, or other enterprise that constitutes a conflict of interest with service to the Center.
26. Any conduct that impairs, disrupts, or causes discredit to the Center, the employee's Center employment, to the public service, or other employee's employment.
27. Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work performance.
28. Failure to comply with OSHA Safety Standards and Center safety policies.
29. Working overtime without prior authorization or refusing to work assigned overtime.
30. Carrying firearms or other dangerous weapons on Center premises at any time, unless authorized to do so.
31. Horseplay or fighting.
32. Abuse of Company Time – excessive time spent on non-work related issues, including internet/phone usage and/or socializing.
33. Retaliation - It is illegal and inappropriate to retaliate against any person who has participated in complaining or providing information regarding allegations of misconduct.

D. Types of Discipline.

The types of personnel actions or discipline, which may be taken, in reverse order of severity, are (dismissal, demotion, reduction in step within a range, suspension, and written and verbal reprimand):

¹ "Health Information" means any information, whether oral or recorded in any form or medium that: (a) is created or received by Tri-City Mental Health Center; and (b) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future for the provision of health care to an individual. (45 CFR Part 164.530 (e) (i))

1. *Dismissal.* The discharge of an employee from the Center service. Documents related to discharge shall become a part of an employee's personnel file when the discipline becomes final. A discharged employee is entitled to prior written notice and appeal as provided herein.
2. *Demotion.* Demotion without consent as a disciplinary action shall be reduction in classification or rank to a lower classification or rank with reduction in salary. Documents related to a demotion shall become part of the employee's personnel file when the discipline is final. An employee subject to demotion will be entitled to prior written notice and appeal as provided herein.
3. *Reduction in Salary.* The reduction of pay within the salary range. The maximum reduction in pay that may be given for any one disciplinary action shall be ten percent (10%) within the range for that class. Reduction in pay shall become effective on the first day of the pay period following the effective date of the disciplinary action. Reduction may be made on a regular or temporary basis. Documents related to a reduction in pay shall become part of the employee's personnel file when the discipline becomes final. An employee subject to a reduction in pay is entitled to prior written notice and appeal as provided herein.
4. *Suspension.* Any person holding the position of employment in the competitive service shall be subject to disciplinary suspension without pay not to exceed 30 cumulative days in a 12 month period. Documents related to a suspension shall become part of the employee's personnel file when the discipline is final. An employee subject to suspension will receive prior written notice and appeal as provided herein.
5. *Written Reprimand.* An official notification in writing by the immediate supervisor to the employee that there is cause for dissatisfaction with his/her performance or behavior and that further disciplinary action may be taken if the cause is not corrected. Written reprimand shall be made a part of the employee's official personnel record and may not be appealed. The employee has the right to have a written response attached to the reprimand in the employee's personnel file if the response is submitted to the Human Resources Department within ten (10) working days of the date the reprimand was received.
6. *Verbal Reprimand.* An oral warning or statement of dissatisfaction with employee's performance or behaviors. A verbal reprimand will be memorialized in writing and retained in the supervisor's file until the completion of the evaluation year and documented in the performance evaluation, as the supervisor deems necessary. A verbal reprimand may not be appealed under this policy. Aside from the performance evaluation, no record of the verbal reprimand is placed in the employee's personnel file unless subsequent more severe disciplinary action is taken.

E. Procedures For Discipline.

Respective levels of disciplinary actions will be imposed based upon the seriousness of the employee's disciplinary problem. However, a higher level of disciplinary action may be imposed for serious violations of policy, repeated or chronic minor offenses which have resulted in previous lower level disciplinary action, or based upon a history of repeated offenses discovered by the supervisor.

1. *Verbal Reprimand.* The supervisor will notify the employee of the specific performance and/or behavioral deficiencies and the efforts to be undertaken

to correct them. Following the verbal reprimand the supervisor will submit a memorandum to the employee which documents the matters discussed, the employee's response and the understanding reached. The memorandum shall include a statement that this memorandum will not be included in the employee's personnel file unless the matters of concern are not satisfactorily resolved and more severe disciplinary action is subsequently taken.

3. **Written Reprimand.** When a written reprimand is given it shall be in writing. The immediate supervisor shall give the employee a copy and forward a copy to Human Resources for retention in the employee's official personnel file. A written reprimand shall contain a description of the events which necessitated the action, specific expectations for change by the employee, how the supervisor will assist, and notice of further action in the event that a change by the employee does not occur.

Employee's Response and Opportunity to Respond to Written Reprimand. Written reprimands may not be appealed. Full-time regular employees who have received a written reprimand may present a written response to the reprimand and have the written response placed in the personnel file.

Any written response must be submitted to the Human Resources Department within ten (10) working days of receipt of the written reprimand to be included in the employee's personnel file.

4. **Skelly Process.** Pre-Disciplinary Procedure for Discharge, Demotion, Reduction in Salary or Suspension without Pay.

Only regular, for-cause employees have the right to the conference and appeal processes outlined in this Section. At-will employees and those persons in positions identified in Rule II, Section 1 of these Rules are not entitled to the procedures outlined in this Section.

- a. **Notice of Intent to Discipline.** The employee will be provided a written notice of intent to discipline that contains the following:
 - ii. The level of discipline intended to be imposed;
 - iii. The specific charges upon which the intended discipline is based;
 - iv. A summary of the facts upon which the charges are based;
 - v. A copy of all materials, reports, or documents upon which the intended discipline is based;
 - vi. Notice of the employee's right to respond to the charges within five (5) working days from the date of the Notice, either by requesting a conference, or by providing a written response, or both;
 - vii. Notice of the employee's right to have a representative of his or her choice at the conference, should he or she choose to respond orally; and
 - viii. Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the imposition of discipline.
- b. **Employee's Response and the Skelly Conference.**
 - i. If the employee requests an informal conference timely (within five (5) working days from the date of the Notice of Intent) to respond orally to the charge(s), the conference must be scheduled at least seven (7) working days from the

date of the employee's official request. The conference will be an informal meeting with the supervisor and Human Resources, at which the employee has an opportunity to rebut the charges against him or her and/or present any mitigating circumstances, and shall have the right to representation. This is not intended to be an adversarial hearing. The employee will not have the opportunity to cross examine the Center nor to present a formal case in opposition to the proposed discipline.

The supervisor will consider the employee's presentation before any final decision is made on the proposed disciplinary action.

- ii. The employee's failure to make an oral response at the arranged conference time, or the employee's failure to cause his or her written response to be delivered by the date and time specified in the notice, constitutes a waiver of the employee's right to respond prior to the imposition of the discipline. In that case, the decision on whether disciplinary action shall be made without any response from the employee.

c. Final Notice of Discipline.

- i. Before issuing the final notice, the immediate supervisor shall consult with the Human Resources Department, and at Human Resources discretion, may also consult with legal counsel. Within ten (10) working days of receipt of the employee's timely written response, within ten (10) working days of the informal conference, or within ten (10) working days after the expiration of the employee's time to respond to the Notice of Intent, whichever comes last, the immediate supervisor, with the approval of the Human Resources Department, will:
 - (1) Dismiss the notice of intent and take no disciplinary action against the employee,
 - (2) Modify the intended disciplinary action, or
 - (3) Impose the disciplinary action as originally proposed.
- ii. In any event, the supervisor will prepare and provide the employee with a notice that contains the following:
 - (1) The level of discipline, if any, to be imposed and the effective date of the discipline;
 - (2) The specific charges upon which the discipline is based;
 - (3) A summary of the facts upon which the charges are based;
 - (4) A copy of all materials, reports, or documents upon which the discipline is based; and
 - (5) A statement of the nature of the employee's right to appeal and the deadline to appeal.

F. Evidentiary Appeal Procedure Following Disciplinary Action for Discharge, Demotion, Reduction in Salary or Suspension without Pay.

Only regular, for-cause employees have the right to the conference and appeal processes outlined in this Section. At-will employees and those persons in positions identified in Rule II, Section 1 of these Rules are not entitled to the procedures outlined in this Section.

1. ***Employee's Right to Appeal.*** A regular, for-cause employee may appeal the final notice of discipline in the form of suspension without pay, demotion, reduction in pay, or discharge by delivering a written answer to the charges and a request for appeal to the Human Resources Manager or designee, who will forward the appeal to the Executive Director. The written answer and request for appeal *must be received* no later than five (5) working days from:
 - a. receipt of the final notice of discipline; or
 - b. the date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee. If the employee fails to timely submit a written request for appeal, the employee's right to appeal is waived and the action of the Center shall be considered conclusive and shall take effect as prescribed.

2. ***Date and Time of the Appeal Hearing.*** Once the Appeal Hearing Officer has been designated, the Executive Director will set a date for an appeal hearing. The employee shall be notified in writing at least 21 days prior to the hearing of the scheduled date. An employee who, having filed a timely written answer and request for appeal, has been notified of the time and place of the appeal hearing, and who fails to appear personally at the hearing, may be deemed to have abandoned his or her appeal. In such a case, the Executive Director may dismiss the appeal.

3. ***Hearing Officer.*** In his or her sole discretion, the Executive Director may:
 - a. Serve as the Hearing Officer and choose to hear the evidentiary appeal directly, or
 - b. He or she may authorize the Center's retention of an independent, mutually agreeable, Hearing Officer to hear the appeal and make a recommendation to the Executive Director.

Should a Hearing Officer be retained, the Hearing Officer's decision shall be advisory only. The Hearing Officer may recommend to the Executive Director sustaining, rejecting, or modifying the disciplinary action invoked against the employee, but in no case may the Hearing Officer's recommendation impose greater discipline upon the employee. The decision of the Executive Director shall be final and conclusive administrative action.

4. **Identification of Issues, Witnesses and Evidence.** Not later than ten (10) days prior to the appeal hearing, each party will provide each other and the Hearing Officer with a statement of the issues to be decided, a list of all witnesses to be called (except rebuttal witnesses), a brief summary of the subject matter of the testimony of each witness, and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. Neither party will be permitted to call any witness during the hearing who has not been identified pursuant to this section, nor use any exhibit not provided pursuant to this section, unless that party can show that they could not have reasonably anticipated the need for the witness or exhibit.
5. **Conduct of the Appeal Hearing.**
 - a. **Subpoenas.** The Executive Director has authority to issue subpoenas in the name of the Center prior to the commencement of the hearing. Each party is responsible for serving his/her/its own subpoenas. Tri-City employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing.

Tri-City employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify unless Tri-City agrees to a different arrangement.
 - b. **Continuances.** The Hearing Officer may continue a scheduled hearing only upon good cause shown.
 - c. **Record of the Proceedings.** All disciplinary hearings may, at the discretion of the parties, be either recorded by a court reporter or tape recorded. Any party who requests a transcript of the proceedings must pay for his/ her/ its own copy of a transcript.
 - d. **The Hearing Officer's Authority During the Hearing.** The Hearing Officer has the authority to control the conduct of the hearing and to recommend to the Executive Director to affirm, modify, or revoke the discipline.
 - e. **Conduct of the Hearing.**
 - i. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner the Hearing Officer decides is the most conducive to determining the truth.
 - ii. Any relevant evidence may be admitted if it is the type of evidence upon which responsible persons are accustomed to rely upon in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
 - iii. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding, unless such evidence would be admissible over objection in civil actions. An objection is timely if made before submission of the case.
 - iv. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil litigation.
 - v. Irrelevant and unduly repetitious evidence may be excluded by the Hearing Officer.

- vi. The Hearing Officer shall determine relevance, weight and credibility of testimony and evidence.
- vii. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon the request of either party.
- viii. All witnesses shall be administered the oath to testify truthfully prior to testifying at the hearing. The Hearing Officer or the court reporter shall request each witness to raise his or her right hand and respond to the following: "Do you swear or affirm that the testimony that you are about to give at this hearing is the truth, the whole truth, and nothing but the truth?"
- f. **Burden of Proof at the Hearing.** The Center has the burden of proof of the factual charges by a preponderance of the evidence.
- g. **Right to Due Process.** The employee shall have the following due process rights during the hearing:
 - ii. The right to be represented by legal counsel or another chosen representative, at his or her own expense;
 - iii. The right to call and examine witnesses on his or her behalf;
 - iv. The right to introduce evidence;
 - v. The right to cross-examine opposing witnesses on any matter relevant to the issues;
 - vi. The right to impeach any witness regardless of which party first called him or her to testify; and
 - vii. The right to rebut evidence against him or her.
- h. **Hearing to be Closed to the Public.** The hearing will be closed to the public unless the employee requests that it be open.
- i. **Presentation of the Case.** The parties will address their remarks, evidence, and objections, to the Hearing Officer. All parties and their counsel or representatives shall not disparage the intelligence, morals, or ethics of their adversaries or of the Hearing Officer.

The Hearing Officer may terminate argument at any time and issue a ruling regarding an objection or any other matter. The Hearing Officer may alter the order of witnesses, limit redundant or irrelevant testimony, or directly question the witness. The hearing shall proceed in the following order unless the Hearing officer directs otherwise:

- i. The Department shall be permitted to make an opening statement.
- ii. The employee shall be permitted to make an opening statement.
- iii. The Department shall produce its evidence.
- iv. The employee shall produce his or her evidence.
- v. The Department, followed by the employee, may offer rebuttal evidence.
- vi. Closing arguments of not more than 20 minutes by each party shall be permitted at the discretion of the Hearing Officer. The Department shall have

the right to argue first, the employee may argue second, and the Department may reserve a portion of its argument time for rebuttal.

- j. **Written Briefs by the Parties.** The Hearing Officer or the parties may request the submission of written briefs. The Hearing Officer will determine whether to allow written briefs, the deadline for submitting briefs, and the page limit for briefs.
 - i. Written Findings and Decision.
 - (1) **Independent Hearing Officer.** The Hearing Officer shall render a statement of written findings and recommendation to the Executive Director. The Hearing Officer's decision shall be advisory only.

The Hearing Officer may recommend to the Executive Director sustaining, rejecting, or modifying the disciplinary action invoked against the employee, but in no case may the Hearing Officer's recommendation impose greater discipline upon the employee.

The Executive Director shall review the Hearing Officer's findings and issue a final decision within 30 days after he or she receives the Hearing Officer's findings. The Executive Director's decision shall be conclusive, final and binding administrative action.
 - (2) **Executive Director.** If the Executive Director heard the appeal directly, he or she shall render a statement of written findings and decision within 30 days after the hearing has been completed and the briefs, if any, have been submitted. The Executive Director's decision is conclusive, final and binding administrative action.
- k. Proof of Service of the Written Findings and Decision. The Executive Director shall send his or her final statement of written findings and decision, along with a proof of service of mailing, to each of the parties and to each of the parties' representatives. It shall be the responsibility of the employee to inform the Executive Director of his/her address. Copies shall also be distributed to the Human Resources Supervisor or Manager.
- l. Statute of Limitations. The Executive Director's written findings and decision is final administrative action. There is no process for reconsideration. Pursuant to Code of Civil Procedure section 1094.6, the parties have 90 days from the date of the proof of service of mailing of the written findings and decision to file a petition for writ of mandamus with the Superior Court, County of Los Angeles.

RULE X. RECORDS

SECTION 1. PERSONNEL FILE

A. Official File.

The Human Resources Department shall maintain the "official" personnel file for each employee. Information contained in these files shall include classification title, the department to which assigned, salary, changes in employment status, disciplinary actions, performance evaluations, commendatory materials, and such other information as is required by law or that may be considered necessary and relevant to the administration of Tri-City's personnel program. Personnel files are the property of Tri-City, and access to the information they contain is restricted to protect employee privacy interests.

1. Every appointment, transfer, promotion, demotion, change of salary rate, and other temporary or permanent changes in status of employees shall be reported to Human Resources for the employee, and shall be retained in the employee's "official" personnel file in the Human Resources Department.

B. Update of File.

It shall be the responsibility of each employee to keep his/her supervisor/manager notified (in writing) concerning any changes in his or her contact and benefits information, including: number and names of dependents, correct mailing address, telephone number, and the person to be contacted in case of an emergency.

C. Medical Information.

1. *Separate Confidential Files.* All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with applicable state and federal law.
2. *Information in Medical Files.* Tri-City will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality

of Medical Information Act. To enable Tri-City to obtain certain medical information, the employee or applicant may need to sign an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION.

3. *Access to Medical Information.* Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for Tri-City business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations. Tri-City will not provide employee or applicant medical information to a third party (except as permitted under the California Confidentiality of Medical Information Act) unless the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION. Tri-City will release only the medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, Tri-City will communicate those limitations to the person or entity to which it discloses the medical information.

D. References and Release of Information in Personnel Files.

1. *Public Information.* Upon request, Tri-City will release to the public information about its employees as required by the Public Records Act. Tri-City will not disclose personnel information if it believes doing so would constitute an unwarranted invasion of personal privacy.
2. *Reference Checks.* All requests from outside Tri-City for reference checks or verification of employment concerning any current or former employee must be referred to the Human Resources Department. Information will be released only if the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYMENT INFORMATION in the form attached to this rule, except that without such authorization, the following limited information will be provided: dates of employment, and salary upon departure. Department heads and supervisors shall not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the Human Resources Department on a case-by-case basis.
3. *Medical Information.* Medical information will be released only in accordance with subsection C above.

E. Employee Access to Personnel File.

1. *Inspection of File.* A current employee may inspect his or her own personnel file, at reasonable times and at reasonable intervals, within 30 days of a written request. A former employee is entitled to inspect his or her personnel records one time per year provided that the record is still being maintained. Personnel files will be destroyed five years after the employee separates from the Center as in accordance with the law. If an employee wishes to view his/her personnel file, he/she will schedule an appointment with Human Resources, or designee. The review must be done in the presence of an employee of the Human Resources Department.
2. *Copies.* A current or former employee is entitled to receive a copy of his or her personnel records within 30 days after the employer receives a written request. A current or former employee who wishes to receive such a copy should contact the

- Human Resources Department in writing. The Center may charge a fee for the actual cost of copying.
3. In the event the employee wishes to have another person/representative inspect his or her personnel file, the employee must provide the person/representative with written authorization. The Human Resource Department will notify the employee of the date, time and place of the inspection in writing. It is the employee's responsibility to notify the person to whom the employee has given written authorization of the date, time and place of the inspection.
 4. Under no circumstances is the employee and/or the employee's designee permitted to add or remove any document or other item from the employee's personnel file during the inspection.

(End of Document)



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

DATE: January 18, 2023

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Kitha Torregano, Human Resources Manager

SUBJECT: Consideration of Resolution No. 696 Authorizing an Amendment to Fiscal Year 2022-2023 Budget by Increasing Consulting Services in the Amount of \$52,388; and Authorizing the Executive Director to Execute the First Amendment to the Agreement with Koff & Associates, Inc. for Completion of the Total Classification and Compensation Study

Summary:

Staff are requesting Governing Board approval to increase the Fiscal Year 2022-2023 Budget for Consulting Services in the amount of \$52,388, which represents the additional cost required to complete the final phase of Tri-City Mental Health Authority's (TCMHA) Total Classification and Compensation Study.

Background:

On January 15, 2020, the Governing Board approved Resolution No. 517 authorizing Tri-City Mental Health Authority's ("TCMHA") Executive Director to enter into an agreement for consulting services for a total classification and compensation study ("study"). The agreement was in the amount of \$128,850 for an estimated 160 employees. Since that time, Tri-City, placed a pause on the study, and along with the rest of the world, refocused our attention to the pandemic. In late 2020, we reignited the study and in spring/summer of 2021, TCMHA, again, along with the rest of the world, experienced The Great Resignation. Once again, refocusing our priorities on filling vacancies in an effort to continue to provide client services during a historic rise in need.

The effects of the pandemic and the Great Resignation resulted in a significant fluctuation in the number of staff. In addition to the fluctuations in staff, the management classification review process during this study was extensive, requiring multiple changes to concepts and allocations. Understandably so, being that this is TCMHA's first ever total classification and compensation study in the history of the agency.

On March 16, 2022, via Resolution No. 640, the Governing Board approved Implementation Phase 1 of the roll-out of the results of the study which directly impacted the Clinical Therapist, Clinical Supervisor and Accounting Technician classifications. This approval allowed TCMHA to implement classification and compensation changes to the most crucial, direct service providing and difficult to recruit positions.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 696 Authorizing an Amendment to Fiscal Year 2022-2023
Budget by Increasing Consulting Services in the Amount of \$52,388; and Authorizing the
Executive Director to Execute the First Amendment to the Agreement with Koff &
Associates, Inc. for Completion of the Total Classification and Compensation Study
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There were also smaller classification and compensation projects that required immediate attention and impacted the budget for the study: The Information Technology classifications series, the Diversity and Inclusion Program Coordinator, and more recently, the Grant Manager classification.

Due to the aforementioned, the final study will actually result in approximately 240 staff and classifications being reviewed. This fluctuation in staff has resulted in a direct impact to the number of Position Description Questionnaires, interviews and allocations conducted by Koff and Associates, which directly impacts the total cost originally allocated for this project.

With that being said, Koff and Associates has provided the attached revised *Project Budget to Finish Study* which represents the total cost left in the current contract (approximately \$9,562) and the additional cost required to complete the total classification and compensation study; \$52,388. With the Governing Board's approval of this additional cost, Koff and Associates will be able to complete the study and rollout the results of the remaining TCMHA classifications which were not addressed in Resolution No. 640.

Fiscal Impact:

An increase to the Fiscal Year 2022-2023 Budget for Consulting Services in the amount of \$52,388.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 696 amending the Fiscal Year 2022-2023 Budget by increasing Consulting Services in the amount of \$52,388; and authorizing the Executive Director to execute the First Amendment to Agreement with Koff & Associates, Inc. for completion of the Total Classification and Compensation Study.

Attachments:

Attachment 6-A: Resolution No 696 - Draft

Attachment 6-B: First Amendment to Agreement with Koff & Associates, Inc - Draft

RESOLUTION NO. 696

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING AN AMENDMENT TO FISCAL YEAR 2022-23 BUDGET BY INCREASING CONSULTING SERVICES IN THE AMOUNT OF \$52,388; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH KANEKO & KRAMMER CORP DBA KOFF & ASSOCIATES, INC.

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”) adopted on January 15, 2020, Resolution No. 517 authorizing the Executive Director to enter into an agreement with Kaneko & Krammer Corp dba Koff & Associates, Inc., to provide Classification Study and Compensation Study services in the amount of \$128,850.

B. The Authority desires to execute the First Amendment to the Agreement to pay an additional \$52,388 for Phase II of the Classification and Compensation Studies project.

C. The Authority affirms that Koff & Associates, 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 Contractor and Tri-City.

2. Action

The Authority’s Executive Director is authorized to enter into, and execute the First Amendment to the Agreement with Koff & Associates, Inc. and pay the additional sum of \$52,388 for Phase II of the project; and authorizes amending its Budget for Fiscal Year 2022-23 by increasing Consulting Services in the amount of \$52,388.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on January 18, 2023, 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: _____



FIRST AMENDMENT

to

INDEPENDENT CONTRACTOR AGREEMENT

by and between

TRI-CITY MENTAL HEALTH AUTHORITY

and

**KANEKO & KRAMMER CORP
dba KOFF & ASSOCIATES, INC.**

dated

January 18, 2023

ATTACHMENT 6-B

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DRAFT

FIRST AMENDMENT

AGREEMENT

BY AND BETWEEN TRI-CITY MENTAL HEALTH AUTHORITY AND KANEKO & KRAMMER CORP dba KOFF & ASSOCIATES, INC. FOR CLASSIFICATION STUDY AND COMPENSATION STUDY SERVICES

1. PARTIES AND DATE

This First Amendment (“First Amendment”) is made and entered into as of January 18, 2023 (“First Amendment Date”), by and between TRI-CITY MENTAL HEALTH AUTHORITY, a California joint powers authority (“TCMHA”), and KANEKO & KRAMMER CORP dba KOFF & ASSOCIATES, INC., a California State-certified Small Business Enterprise #58366 (“Contractor”). TCMHA and Contractor are sometimes individually referred to as a “Party” and collectively as “Parties.”

2. RECITALS

2.1. TCMHA and Contractor entered into an Independent Contractor Agreement effective January 15, 2020 (“Agreement”) for Classification Study and Compensation Study services in the amount of \$128,850.

2.2. The Parties desire to amend the Agreement to increase the compensation and for TCMHA to pay the additional sum of \$52,388, as set for in the ‘Budget to Finish Study, Phase II –Total Compensation Study,’ attached as Exhibit 1.

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

3. AMENDMENT

Article 9 (Compensation) is amended to read as follows:

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

a. Tri-City shall pay Contractor an additional amount of \$52,388 for Phase II services as proposed in Exhibit 1, and all other fees remain the same, as stated in Contractor Proposal, ‘Exhibit A’ to the Agreement. Payment will be made 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. Tri-City 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. Tri-City will not accept or compensate Contractor for incomplete goods/services.

c. Contractor acknowledges and agrees that, as an independent contractor, the Contractor will be responsible for paying all required state and federal income taxes, social

security contributions, and other mandatory taxes and contributions. Tri-City shall neither withhold any amounts from the Compensation for such taxes, nor pay such taxes on Contractor's behalf, nor reimburse for any of Contractor's costs or expenses to deliver any services/goods including, without limitation, all fees, fines, licenses, bonds, or taxes required of or imposed upon Contractor. Tri-City shall not be responsible for any interest or late charges on any payments from Tri-City to Contractor.”

4. REAFFIRMATION OF OTHER TERMS

Except as modified or changed herein, all of the terms and provisions of the Agreement shall remain in full force and effect.

5. EXECUTION

The Parties have executed this Agreement as of the First Amendment Date.

TRI-CITY MENTAL HEALTH AUTHORITY

KOFF & ASSOCIATES, INC.

By: _____
Rimmi Hundal, Executive Director

By: _____
Georg S. Krammer
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

TRI-CITY MENTAL HEALTH AUTHORITY – BUDGET TO FINISH STUDY

Deliverables	Phase I: Classification Study	Hours
A.	Initial Documentation Review, Meetings with Study Project Team & Management Staff	Completed
B.	Orientation Meetings with Employees and Distribution of PDQ	Completed
C.	PDQ Completion and Review	Completed
D.	Employee/Supervisory/Management Interviews	Completed
E.	Classification Concept/Preliminary Allocation Development	Completed
F.	Draft Class Description Development/Update: Estimating up to 5 additional classifications	Completed
G.	Draft Class Description Review/Informal Appeal Process	30
H.	Finalize Classification Plan/Final Report	N/A
	Total Professional Hours -- Classification	30
	Combined professional and clerical composite rate: \$175/Hour	\$5,250
Deliverables	Phase II: Total Compensation Study	Hours
A.	Initial Documentation Review, Meetings with Study Project Team & Management Staff	Completed
B.	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected	Completed
C.	Data Collection: <i>Up to 60 benchmarks, up to 12 comparators</i>	140
D.	Analysis and Preliminary Data Review: <i>Up to 60 benchmarks, up to 12 comparators</i>	70
E.	Draft Compensation Findings and Meeting with Study Project Team (conference call)	35
F.	Internal Job Analysis	12
G.	Compensation Structure Development (including converting current structure to a step-based salary plan)	16
H.	Preparation of Draft Final and Final Report and Deliverables	16
I.	Final Presentation	10
	<i>Anticipated hours for additional unscheduled meetings and phone calls</i>	25
	Total Professional Hours -- Compensation	324
	Combined professional and clerical composite rate: \$175/Hour	\$56,700
	Expenses are included in our combined composite rate: Expenses include but are not limited to duplicating documents, binding reports, phone, fax, supplies, postage, travel expenses, per diem, etc.	N/A



	COST TO COMPLETE PROJECT:	\$61,950
	Amount left in current contract:	-\$9,562
	TOTAL NOT-TO-EXCEED COST TO COMPLETE PROJECT:	\$52,388
	*Additional consulting will be honored at composite rate (\$175/Hour)	



INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN THE

TRI-CITY MENTAL HEALTH AUTHORITY

AND

KANEKO & KRAMMER CORP dba KOFF & ASSOCIATES, INC.

DATED

January 15, 2020

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AGREEMENT

1. PARTIES AND DATE.

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into as of the 15th day of January, 2020 (“Agreement Date”) by and between the TRI-CITY MENTAL HEALTH AUTHORITY (also known as Tri-City Mental Health Center), a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711 (hereinafter “Tri-City”) and KANEKO & KRAMMER CORP dba KOFF & ASSOCIATES, INC., a California State-certified Small Business Enterprise #58366 , with its principal place of business at 2835 Seventh Street, Berkeley, California 94710 (hereinafter "Contractor"). Tri-City and Contractor are sometimes individually referred to as a “Party” and collectively as “Parties.”

2. CONTRACTOR.

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

3. SCOPE OF SERVICES.

Contractor shall provide Classification Study and Compensation Study services and/or materials as set 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 Tri-City under this Agreement without the expressed written permission of Tri-City. Contractor warrants that it is not a party to any other existing agreement which would prevent Contractor from entering into this Agreement or which would adversely affect Contractor’s ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement.

5. SUBCONTRACTORS.

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

6. TIME AND LOCATION OF WORK.

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

7. TERMS.

The services and/or materials furnished under this Agreement shall commence on January 15, 2020, and shall be and remain in full force and effect until amended or terminated with the completion of Classification and Compensation Studies services, unless terminated in accordance with the provisions of Section 8 below.

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

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

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

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

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

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

a. Tri-City shall pay Contractor an amount not to exceed amount as stated in 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. Tri-City 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. Tri-City will not accept or compensate Contractor for incomplete goods/services.

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

10. COMPLIANCE WITH APPLICABLE LAW.

Contractor declares that Contractor has complied with all federal, state, and local laws, 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 Tri-City, State, and/or federal governments during the applicable period of records retention.

12. PROPRIETARY INFORMATION.

The Contractor agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning Tri-City's business, business relationships or financial affairs (collectively "Proprietary Information") is and shall be the exclusive property of Tri-City.

The Contractor will not disclose any Proprietary Information to any person or entity, other than persons who have a need to know about such information in order for Contractor to render services to Tri-City and employees of Tri-City, without written approval by Executive Director of Tri-City, either during or after its engagement with Tri-City, unless and until such Proprietary Information has become public knowledge without fault by the Contractor.

13. RECORDS AND AUDITS.

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

14. GENERAL TERMS AND CONDITIONS.

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

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

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

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

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

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

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

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

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

f. Business Associate Agreement. To the extent necessary, Tri-City will furnish Protected Health Information (PHI) to Contractor (Business Associate) in accordance with all applicable legal requirements to allow Contractor to perform Classification and Compensation Studies on Tri-City's behalf.

In accordance with the Health Insurance Portability and Accountability Act (HIPAA) and the associated HIPAA regulations (45 CFR Parts 160 and 164), Contractor shall establish and implement appropriate safeguards for any Protected Health Information (PHI), as deferred under HIPAA, that may be created, received, used or disclosed by them in connection with the Classification Study and compensation Study services under this Agreement. In accordance with Tri-City's policies and procedures, Contractor will sign a *Business Associate Agreement*, incorporated herein as 'Exhibit B', accepting liability for any breach of ePHI or PHI.

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

h. 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.

i. Time Period Clause. Except with the written consent of Georg Krammer or Katie Kaneko, CEO and President respectively of Koff & Associates, which consent may be given or withheld in their sole discretion, Tri-City agrees that during the term of this Agreement and for a period ending one year thereafter (the "Time Period") Tri-City will not solicit services from or hire any K&A employee or contractor (each, a "Team Member") with whom Tri-City has had contact pursuant to the services provided to Tri-City under this Agreement. Tri-City specifically acknowledges that K&A recruits, trains, and contracts with Team Members and that such efforts are costly and time-consuming. As such, it is understood that should Tri-City hire a Team Member during the Time Period for any reason without the required consent, Tri-City agrees to pay a placement fee (paid at the time of placement) of 30% of Team Member's first year's total compensation which accurately reflects a reasonable estimate of K&A's time and costs attendant to its recruitment, hiring, retention, and management of Team Members.

15. REPRESENTATIVE AND NOTICE.

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

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

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

If to Tri-City:

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

If to Contractor:

Koff & Associates
2835 Seventh Street
Berkeley, California 94710
Attn: Chief Executive Officer

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

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

Exhibit A: Proposal from Contractor dated November 27, 2019

Exhibit B: Business Associate Agreement

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


17. ENTIRE AGREEMENT.

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

18. EXECUTION.

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


**TRI-CITY MENTAL HEALTH
AUTHORITY**

By: 
Antonette Navarro, Executive Director

KOFF & ASSOCIATES

By: 
Georg S. Krammer, 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



Submittal date: November 27, 2019

Classification and
Compensation Survey
Proposal

Tri-City Mental Health Authority

Koff & Associates

Celebrating 35 years 1984 – 2019

GEORG S. KRAMMER

Chief Executive Officer

2835 Seventh Street

Berkeley, CA 94710

www.KoffAssociates.com

gkrammer@koffassociates.com

Tel: 510.658.5633

Fax: 510.652.5633

November 27, 2019

Ms. Kitha Torregano
Human Resources Manager
Tri-City Mental Health Services
1717 N. Indian Hill Blvd #B
Claremont, CA 91711

Dear Ms. Torregano:

Thank you for the opportunity to respond to your request for proposal. It is our understanding that **Tri-City Mental Health Authority** ("Tri-City") is interested in a classification and total compensation study (base plus benefits) for all of its 92 classifications (60 Exempt Classifications and 32 Non-Exempt Classifications).

Koff & Associates is an experienced public-sector Human Resources and Recruitment Services firm that has been conducting similar classification and compensation studies for cities, counties, and special districts, for 35 years. The firm has achieved a reputation for working successfully with management and employees. We believe in a high level of dialogue and input from employees and management and our proposal speaks to that level of effort. That extra effort has resulted in close to 100% implementation of all of our classification and compensation studies.

Koff & Associates ensures that each of our projects is given the appropriate resources and attention, resulting in a high level of quality control, excellent communication between clients and our office, commitment to meeting timelines and budgets, and a consistently high-caliber work product.

I can be reached at our Berkeley address and phone number listed at the bottom of this page. My email is gkrammer@koffassociates.com. Please call me with any questions or if you wish additional information.

This proposal will remain valid for at least 120 days from the date of submittal. We look forward to the opportunity to provide professional assistance to Tri-City Mental Health Authority with this important project.

Sincerely yours,



Georg S. Krammer
Chief Executive Officer



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QUALIFICATIONS OF FIRM

Koff & Associates (“K&A”) is a full-spectrum, public sector human resources and recruitment services firm that was founded by Gail Koff in 1984, and has been assisting cities, counties, special districts, other public agencies, and non-profit organizations with their human resources needs for 35 years.

We are a private **California corporation, #2785458**, and our **legal name is Kaneko & Krammer Corp. dba Koff & Associates, Inc.** Our headquarters are in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, and the Sacramento Region.

We are a California State-certified Small Business Enterprise (**#58366**), and, locally through the County of Alameda, we are also a certified Local, Small Local, and Very Small Local Business Enterprise.

We are familiar with the various public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. We have extensive experience working with Special Districts, City Councils, Boards of Directors, Boards of Commissioners, Boards of Supervisors, County Commissions, Boards of Trustees, Merit Boards, and Joint Power Authorities.

The firm’s areas of focus are classification and compensation studies (approximately 70% of our workload); executive search and staff recruitments; organizational development/assessment studies; performance management and incentive compensation programs; development of strategic management tools; policy/procedure development and employee handbooks; public agency consolidations and separations; Human Resources audits; and serving as off-site Human Resources Director for our smaller public agencies that need the expertise of an Human Resources Director but do not need a full-time, on-site professional.

Without exception, all of our studies have successfully met all of our intended commitments; communications were successful with employees, supervisors, and management; and we were able to assist each agency in successfully implementing our recommendations. All studies were brought to completion within stipulated time limits and proposed budgets.

The firm’s long list of clients (please see <https://koffassociates.com/our-clients/>) is indicative of its reputation as being a quality organization that can be relied on for producing comprehensive, sound and cost-effective recommendations and solutions. K&A has a reputation for being “hands on” with the ability and expertise to implement its ideas and recommendations through completion.

K&A relies on our stellar reputation and the recommendations and referrals of current and recent past clients to attract new clients. Our work speaks for itself and our primary goal is to provide professional and technical human resources assistance with integrity, honesty, and a commitment to excellence.

We are very proud of the fact that we have only had a handful of formal appeals in our entire history, working with hundreds of public agency clients and completing hundreds of studies and other projects.



KEY PERSONNEL

All members of our team have worked on multiple classification and compensation studies and are well acquainted with the wide array of public sector classification plans and compensation structures, as well as the challenges and issues that arise when conducting studies such as this one for Tri-City.

Following are short biographies of the specific staff who will be assigned to this study:

Georg Krammer, M.B.A., S.P.H.R.

Chief Executive Officer

Georg brings over 20 years of management-level human resources experience to Koff & Associates with an emphasis in classification and compensation design; market salary studies; organizational development; executive recruitment; performance management; and employee relations, in the public sector and in large corporations as well as small, minority-owned businesses.

After obtaining a Master of Arts in English and Russian and teaching credentials at the University of Vienna, Austria, Georg came to the United States to further his education and experience and attained his Master of Business Administration from the University of San Francisco. After starting his HR career in Wells Fargo's college recruiting department, he moved on to HR management positions in the banking and high-tech consulting industries. He had five years in the private sector where he served as an HR Manager, and Administrative Officer, and then HR Director before entering the public sector. With his wide-ranging and deep experience as a well-rounded senior HR generalist, his education in business and teaching, his depth and breadth of experience with public sector HR needs, programs, and functions, Georg's contribution to K&A's variety of projects greatly complements the Koff & Associates Human Resources and Recruitment Services team.

He has spearheaded several hundred classification, compensation, organizational, strategic planning, etc., studies for hundreds of cities, towns, counties, and special districts throughout the State of California and has contributed to more than quadrupling the size of Koff & Associates as a result of the success of his projects and the subsequent expansion of the business through referrals from satisfied clients. Georg joined K&A in 2003 and has been the firm's Chief Executive Officer since 2005.

In the last few years, Georg has been the Project Director/Key Personnel for classification and/or compensation studies, organizational assessments, and other HR projects, at the following agencies:

- **Cities/Towns:** Alameda, American Canyon, Anaheim, Arroyo Grande, Bellflower, Campbell, Citrus Heights, Coachella, Concord, Cotati, Gilroy, La Cañada Flintridge, Lomita, Los Altos, Los Altos Hills, Menifee, Menlo Park, Morro Bay, Murrieta, National City, Newport Beach, Oakland, Oxnard, Palm Desert, Perris, Pleasant Hill, Port Hueneme, Redlands, Redwood City, Sacramento, San Diego, San Jose, San Marino, Santa Ana, Santa Barbara, Santa Clara, Saratoga, Sausalito, Seal Beach, Spokane (Washington), Vallejo, West Sacramento, Westminster, Yucca Valley, Yreka
- **Counties:** Bernalillo (New Mexico), Fresno, Monterey, Orange, Placer, San Joaquin, Sonoma, and Trinity.
- **Courts:** Habeas Corpus Resource Center, Superior Court of Kern County, Superior Court of Orange County, Superior Court of Santa Barbara.

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- **Education:** College of the Sequoias, Excelsior Charter Schools, First 5 Alameda, Foothill-De Anza Community College District, Riverside Community College District, West Valley Mission Community College District.
- **Special Districts:**
 - Air Quality: Monterey Bay Air Resources District, South Coast Air Quality Management District
 - Community Services District: Cosumnes CSD, Desert Recreation District, Hayward Area Recreation and Park District, Helendale Community Services District, Heritage Ranch Community Services District, Incline Village General Improvement District, Phelan-Pinon Hills Community Services District, Town of Discovery Bay CSD, Truckee Donner Recreation & Park District, Tualatin Hills Park & Recreation District
 - Fire and Police Protection: East Contra Costa Fire Protection District, Orange County Fire Authority, Sacramento Metropolitan Fire District
 - Housing/Economic Development: Alameda Housing Authority, Housing Authority of the City of San Buenaventura, Housing Authority of the County of Alameda, Housing Authority of County of Santa Barbara, Housing Authority of County of San Luis Obispo, Oakland Housing Authority, Santa Clara County Housing Authority, San Bernardino County Housing Authority
 - Open Space: Local Agency Formation Commission (LAFCO) of Santa Clara County
 - Public Utilities: East Bay Municipal Utility District, Inland Empire Utilities Agency, North Tahoe Public Utility District, Southern California Public Power Authority
 - Transportation: Alameda County Transportation Commission, El Dorado County Transit Authority, Golden Gate Bridge Highway and Transportation District, Livermore Amador Valley Transit Authority, Long Beach Transit, Marin Transit District, Metropolitan Transportation Commission, Ontario International Airport, Orange County Transportation Authority, Port of Hueneme, Port of Long Beach, Port of Oakland, Riverside County Transportation Commission, Sacramento Area Council of Governments, Sacramento Regional Transit District, San Bernardino County Transportation Authority, San Bernardino International Airport, San Francisco Bay Area Water Emergency Transportation Authority, Santa Barbara County Association of Governments, Santa Clara Valley Transportation Authority, Sonoma-Marín Area Rail Transit, Transportation Corridor Agencies, Western Riverside Council of Governments
 - Wastewater: California Association of Sanitation Agencies, Central Marin Sanitation Agency, Encina Wastewater Authority, Leucadia Wastewater District, Napa Sanitation District, Ojai Valley Sanitary District, Orange County Sanitation District, Oro Loma Sanitary District, Truckee Sanitary District, Union Sanitary District, Vallejo Flood and Wastewater District
 - Water: Bay Area Water Supply & Conservation Agency, Beaumont Cherry Valley Water District, Central Coast Water Authority, Cucamonga Valley Water District, Eastern Municipal Water District, Joshua Basin Water District, Marina Coast Water District, Metropolitan Water District of Southern California, Min-Peninsula Water District, Mojave Water Agency, Monte Vista Water District, Mt. View Sanitary District, Oakwood Lake Water District, Paradise Irrigation District, Rancho California Water District, San Bernardino Valley Water Conservation District, Santa Clarita Valley Water Agency, Sonoma County Water Agency, South Coast Water District, State Water Contractors, Sweetwater Authority, Trabuco Canyon Water District, Vallecitos Water District, Valley County Water District, West Basin Municipal Water District, Western Municipal Water District, Zone 7 Water Agency
 - Other: Cooperative Agricultural Support Services Authority, Los Angeles County Employees Retirement Agency, Orange County Mosquito & Vector Control District



Georg will be key personnel and serve as the Co-Project Director for this project; he will coordinate all of K&A's efforts, will attend all meetings with Tri-City, and will be responsible for all work products and deliverables.

Debbie Owen, CCP
Senior Project Manager

Debbie has over 20 years of experience providing classification and compensation services to public sector agencies; she has worked with clients across local government including cities, counties, special districts, and transit agencies. Her project roles include serving in the capacity of either project team member or project manager. Prior to beginning her public sector career, Debbie worked as a Compensation and Benefits Specialist in the private sector for five years.

In 1992, Debbie obtained her certification as a Certified Compensation Professional ("CCP") from the American Compensation Association (now *WorldatWork*); to ensure current knowledge of compensation and benefits program trends and best practices, she maintains active membership in the *WorldatWork* organization.

Her specialized, diverse experience includes serving as a project team member on classification projects by facilitating employee orientation sessions, conducting employee job evaluation meetings, researching/evaluating classification concepts, analyzing data for employee allocations, developing/revising classification specifications and preparing classification reports. Her compensation experience includes base salary or total compensation survey development, labor market agency research and recommendations, comparable agency job matching, compensation data analysis, salary recommendations and preparing compensation reports. In addition to serving as a team member, Debbie has often served as a project manager, working with clients to evaluate their classification and compensation needs, directing the work of teams to provide high quality deliverables consistent with best practices, presenting study findings to client stakeholders, and addressing feedback from the client.

Since joining K&A, Debbie has worked on classification and/or compensation studies, organizational assessments, and other HR projects for the following agencies, either as Co-Project Director or as Sr. Project Manager:

- **Cities/Towns:** Campbell, Coachella, Davis (in progress), El Monte, Gardena (in progress), Murrieta, Redwood City, National City, Newman, Palm Desert, San José, Santa Clara, Spokane (WA), West Sacramento, Yreka
- **Counties:** El Dorado, Fresno, Humboldt (in progress), Mendocino, Trinity
- **Education:** Riverside Community College District
- **Special Districts:**
 - Community Services District: El Dorado Hills Community Services District, Livermore Area Recreation and Parks District
 - Housing/Economic Development: Housing Authority of the County of San Bernardino, Housing Authority of the County of Santa Barbara (in progress), Housing Authority of Santa Clara County
 - Public Utilities: Inland Empire Utilities Agency



- Transportation: AC Transit, El Dorado County Transit Authority, Port of Oakland, San Francisco Bay Area Water Emergency Transportation Authority
- Wastewater/Water: Beaumont-Cherry Valley Water District, Cucamonga Valley Water District, Eastern Municipal Water District, Leucadia Wastewater District, Napa Sanitation District, Sonoma County Water Agency, State Water Contractors, Sweetwater Authority, Trabuco Canyon Water District, Truckee Sanitary District, Western Municipal Water District
- **Other:** California State Auditor's Office, Contra Costa County Employee Retirement Association, Orange County Mosquito and Vector Control District

Debbie will serve as the Co-Project Director for this study; together with Georg, she will coordinate all of K&A's efforts, will attend all meetings with Tri-City, and will be responsible for all work products and deliverables. She will provide consultant support for this project, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Kelly Ann Basoco, SPHR, SHRM-SCP, PHRca
Senior H.R. Associate

Kelly's professional qualifications include over 15 years of experience in the Human Resources field, primarily as a generalist. She spent the first 12 years in the private sector as a Human Resources Manager working for global companies such as Parker Hannifin and 3M. Kelly gained experience in employee relations, policies and procedures administration, recruitment activities and performance management; with Parker and 3M she also worked with mergers and acquisitions and managed plant/facility closures.

Kelly was Director of Human Resources for a multi-state manufacturing company where she oversaw corporate human resources. Kelly transitioned to human resources consulting providing human resources audits, policy and procedure development, performance management and investigations for local businesses and classification and compensation studies for the public sector.

Since joining K&A, Kelly has conducted Classification, Compensation, and Organizational Assessment Studies, for:

- **Cities/Towns:** Coachella, El Monte, Galt, Citrus Heights, Hillsborough, Manteca, Milpitas, Morgan Hill, Murrieta, Newman, Perris, Redlands (Municipal Utilities and Engineering Department), San Diego, Santa Monica, Saratoga, Sausalito, Sonora, and Westminster.
- **Counties:** El Dorado, Humboldt.
- **Special Districts:** Beaumont-Cherry Valley Water District, Castro Valley Sanitary District, Eastern Municipal Water District, Excelsior Charter School, Helendale Community Services District, IBEW (International Brotherhood of Electrical Workers), Long Beach Transit, Mojave Water Agency, Orange County Mosquito and Vector Control District, Orange County Sanitation District, Phelan-Piñon Hills Community Services District, Rancho California Water District, Riverside Community College District, San Bernardino Valley Water Conservation District, Santa Clarita Valley Water District, South Coast Water



District, Southern California Public Power Authority, Southwestern Community College District, and Travis Unified School District.

Kelly received her Bachelors Degree in Business and Human Resource Development from Notre Dame College. She is a member of the national Society of Human Resource Managers (www.shrm.org) holding the Senior Certified Professional (SHRM-SCP) certification, the Senior Professional in Human Resources (SPHR) certification and the Professional in Human Resources – California (PHRca) certification. She is also a member of the Professionals in Human Resources Association (www.pihra.org). In addition, she is an Item Writer for the HRCI (Human Resource Certification Institute) and is considered a Subject Matter Expert for the PHRca and SPHR certifications.

Kelly will provide Senior H.R. Associate support throughout the project, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, staffing analysis, development of recommendations, and implementation strategies.

Mike Harary, B.B.A., M.B.A.

Senior H.R. Associate

Mike Harary possesses over 32 years of municipal HR management experience including serving as a Human Resources Director for two municipalities in Southern California. He has been involved in all aspects of Human Resources for the cities of La Mirada, Orange, Westminster, and Downey, including serving as Chief Labor Negotiator, managing recruitment and selection processes for all types of municipal government positions, handling employee benefits functions, responding to labor and employee relations issues, coordinating classification and compensation studies, complying with labor laws, conducting personnel investigations, and managing a variety of general human resources functions.

Mike has a Bachelor's Degree in Business Administration emphasizing Human Resources Management from California State University, Long Beach, and a Masters of Business Administration, also from Cal State Long Beach. Mike played a key role in the development and implementation of CalPACS, a regional, internet-based, comprehensive salary and benefits survey website for local agencies, now utilized by over sixty Southern California member agencies.

Some of the K&A classification and compensation projects Mike has worked on include but are not limited to:

- **Cities:** East Palo Alto, El Monte, Newport Beach, Orange, Rohnert Park, San Gabriel, Spokane (WA), and Westminster.
- **Special Districts:** Big Bear Lake Department of Water & Power, Cucamonga Valley Water District, Orange County Water District, and Mt. San Antonio College

He has also been involved in employee handbook development for some of our clients.

Mike will provide Senior H.R. Associate support for this project, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.



Cindy Harary, B.A.
H.R. Associate

Cindy's professional qualifications include over 27 years of experience in the Human Resources field, primarily in classification and compensation. She spent the first 11 years in the public sector working for the City of Whittier, California, where she started out in their Public Works Department before moving to the Human Resources Department. She gained experience in classification and compensation, recruitment and selection, employee training and development, labor relations, and general human resources administration.

For the next 16 years, Cindy worked as a Human Resources Consultant for another consulting firm where she specialized in conducting classification and compensation studies for multiple public sector agencies including cities, counties, and special districts as well as several private sector clients. Some of the Orange County Cities she worked on in partnership with other consultants at that firm were: Cities of Brea, Laguna Beach, Lake Forest, La Palma, Los Alamitos, Placentia, San Clemente, Stanton and Tustin. In Los Angeles County, her work includes: Cities of Corona, Downey, El Monte, Manhattan Beach, and Upland. Finally, in San Bernardino County she has worked on the City of Rancho Cucamonga.

Since joining K&A, Cindy has conducted Classification and/or Compensation work for:

- **Cities/Towns:** Anaheim, Carmel, Danville, Los Altos, Menifee, Murrieta, National City, San Diego, Santa Ana, Santa Barbara, and Seal Beach.
- **Special Districts:** Bay Area Water Supply and Conservation Agency, Alameda Housing Authority, Eastern Municipal Water District, Encina Wastewater Authority, Housing Authority of Alameda County, Monte Vista Water District, Oro Loma Sanitary District, County of Orange-Public Works Study, South Coast Air Quality Management District, Sweetwater Authority, and Vallecitos Water District.

Cindy earned her B.A. degree in Broadcast Journalism at California State University, Long Beach.

Cindy will provide H.R. Associate support throughout this effort for the District, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.



REFERENCES

Agencies, Projects	Contact
<p>County of El Dorado (population: 188,987)</p> <p>Countywide Classification and Compensation Study which included behavioral health classifications (begun in 2016), completed 2017.</p>	<p>Ms. Tameka Usher Director of Human Resources (530) 621-6553 330 Fair Lane Placerville, CA 95667 tameka.usher@edcgov.us</p>
<p>County of Merced (population: 272,673)</p> <p>Compensation Study, completed 2018.</p> <p>Total Compensation Study, completed 2017.</p>	<p>Ms. Sommer Moniz Assistant Director (209) 385-7682, Ext. 4508 2222 "M" Street Merced, CA 95340 smoniz@co.merced.ca.us</p>
<p>County of Sonoma (population: 504,217)</p> <p>Classification & Compensation Study for the Sonoma County Water Agency, completed 2019.</p> <p>Various Classification and Compensation Studies, since 2013.</p>	<p>Ms. Maggie Miller Principal Classification Analyst (707) 565-3565 575 Administrative Drive, Room 116B Santa Rosa, CA 95403 maggie.miller@sonoma-county.org</p>
<p>City of Anaheim (population: 352,497)</p> <p>Classification Study, completed 2018.</p> <p>Compensation Study, for 100 management classifications including 32 comparator agencies, completed in 2017.</p> <p>Classification and Total Compensation Study for Library Services Dept., completed in 2014.</p>	<p>Mr. Jason R. Motsick Interim Human Resources Director (former) (714) 765-4951 201 S. Anaheim Blvd., Suite 501 Anaheim, CA 92805 JMotsick@anaheim.net</p>
<p>City of Claremont (population: 36,000+)</p> <p>Salary and Benefit study, completed 2014.</p>	<p>Mr. Jeremy Swan Personnel Services Manager (909) 399-5447 207 Harvard Ave. Claremont, CA 91711 jswan@ci.claremont.ca.us</p>
<p>City of El Monte (population: 116,109)</p> <p>Citywide Classification, Compensation and Organizational Study, currently in progress.</p>	<p>Ms. Angela McCray (626) 580-2040 Human Resources/Risk Management Director 11333 Valley Boulevard El Monte, CA 91731 amcra@elmonteca.gov</p>
<p>City of San Diego (population: 1.407 million)</p> <p>Total Compensation Study, completed 2019.</p>	<p>Ms. Abby Jarl-Veltz Deputy Director, Human Resources Department (619) 236-6314</p>



<p>Police Officers Association Compensation Study, completed 2017. Represented employees, 10 classifications, 18 comparators.</p> <p>Citywide Total Compensation Study, completed 2015.</p>	<p>1200 Third Ave., Suite 1316 San Diego, CA 92101 ajarl@sandiego.gov</p>
<p>City of Santa Ana (population: 334,217)</p> <p>Compensation Study, completed 2016.</p>	<p>Ms. Ellen Smiley Assistant Director of Personnel Services (714) 647-5358 20 Civic Center Plaza Santa Ana, CA 92701 esmiley@santa-ana.org</p>
<p>City of Santa Barbara (population: 91,930)</p> <p>Total Compensation Study for Management and Supervisory Classifications, completed 2017.</p> <p>Compensation Study, completed in 2014.</p>	<p>Ms. Kristy Schmidt Administrative Services Director (805) 564-5305 P.O. Box 1990 Santa Barbara, CA 93102-1990 kschmidt@santabarbaraca.gov</p>
<p>Cucamonga Valley Water District</p> <p>Total Comp Study to update 2014 study, completed 2019.</p> <p>Total Compensation Study, completed 2014.</p>	<p>Ms. Roberta Perez Human Resources Administrator (909) 987-2591; Ext. 7410 10440 Ashford Street Rancho Cucamonga, CA 91730 robertap@cvwdwater.com</p>
<p>Monte Vista Water District</p> <p>Classification and Compensation Study, completed 2016.</p>	<p>Ms. Betty Conti, PHR Human Resources Analyst (909) 267-2120 10575 Central Ave. Montclair, CA 91763 bconti@mvwd.org</p>
<p>South Coast Air Quality Management District (SCAQMD)</p> <p>Classification Study (2 classifications) and Compensation Study for 1 class, both completed 2019.</p> <p>Classification Study, completed 2018.</p> <p>Class and Comp Study, completed 2017.</p>	<p>Mr. A. John Olvera Assistant Deputy Executive Officer Administrative & Human Resources (909) 396-2309 21865 Copley Drive Diamond Bar, CA 91765 JOlvera@aqmd.gov</p>
<p>Valley County Water District</p> <p>Classification and Compensation Studies, completed 2018.</p>	<p>Mr. Jose Martinez (626) 338-7301 14521 Ramona Blvd. Baldwin Park, CA 91706 jmartinez@vcwd.org</p>



METHODOLOGY / SCOPE OF WORK / DELIVERABLES

It is our understanding that Tri-City Mental Health Authority is interested in focusing on base salary compensation study at this time but has requested cost quote/estimates for classification and total compensation (base plus benefits) studies as well. As such, the methodology, scope of work and deliverables described below will include both classification and compensation studies.

PHASE I – CLASSIFICATION STUDY

Following are the typical steps we undergo in order to conduct a comprehensive assessment of a classification system, including reviewing/analyzing class descriptions, updating class descriptions as needed, ensuring FLSA, ADA, EEO compliance, etc.:

Deliverable A. Initial Documentation Review, Meetings with Study Project Team & Management Staff

- Identify client project team, contract administrator, and reporting relationships.
- Orientation and briefing sessions with the study project team and staff to explain methodology.
- Gather all pertinent documentation, including class descriptions for the classifications to be studied, organizational charts, personnel policies, memoranda of understanding, previous classification studies, salary schedules, etc.
- Review and agree to the position description questionnaire (“PDQ”), a class description format, comparator agencies and benchmark classifications.

Deliverable B. Orientation Meetings with Employees and Distribution of PDQ

- Design and discuss PDQ with the project team in order to customize it to meet study objectives.
- Facilitate orientation meetings for all study participants and managers, and distribute the PDQ, begin the educational process that continues throughout the study, discuss the importance of employees’ involvement; elements that are not a part of the study will also be covered.

Deliverable C. PDQ Completion and Review

- At least a representative sample of employees in each of the classifications to be studied shall complete a PDQ; for multi-incumbent classifications we will accept group PDQs as well as individual PDQs, if employees so choose.
- Employees complete PDQs and their supervisor/manager will review, comment, and sign off on it. For any vacant positions, we ask that a supervisor complete a PDQ, assuming that Tri-City will continue utilizing the classification.
- K&A will review and analyze PDQs in detail along with other documentation.

Deliverable D. Employee/Supervisory/Management Interviews

- Interviews will be scheduled with at least a representative sample of employees per classification, either individually if in a single-incumbent class, as a group if a multi-incumbent class, or individually if requested by the employee.
- Interviews will then be held with supervisory and management staff who will clarify their own responsibilities and/or confirm the information we have received in the interviews with their staff and/or provide additional clarifying information.
- The purpose of the interviews is to clarify and supplement the PDQ data and to respond to potential perception differences regarding roles, tasks, scope, and supervisory responsibilities.



Deliverable E. Classification Concept/Preliminary Allocation Development

- K&A’s job evaluation will result in classification allocation recommendations that will be submitted to project team for review and approval.
- Utilize the “whole position” classification methodology, including education, experience, problem solving/ingenuity, attention/stress, independence of action/responsibility, contacts with others, supervision exercised, consequence of action/decisions.
- A document will be submitted that will list broad class concepts and highlight where significant changes may be recommended, such as expanding or collapsing class series and/or separating or combining classifications assigned to different functional areas; number of classifications and classification levels, and career ladders; and updating established titling guidelines for the studied classifications for appropriate and consistent titling.
- Incumbent-specific allocation recommendation for each studied position will be prepared, specifying current and proposed classification title and impact of our recommendations (reclassification, title change, or no change).
- Meet with the project team, HR, and management staff to review the proposed recommendations to the classifications being studied based on industry best practices and roles and responsibilities.

Deliverable F. Draft Class Description Development/Update

- New and/or updated class descriptions will be developed for each proposed classification, updating duties, responsibilities, and minimum qualifications of each class specification, or develop new class specifications if duties, responsibilities, and minimum qualifications have changed significantly.
- Review, analyze, and update knowledge, skills, abilities, education and experience, relevance and hierarchical consistency, position definitions, purpose, distinguishing characteristics, supervision received/exercised, position functions and special requirements, including licensing and certifications.
- Determine exempt vs. non-exempt status in accordance with “white collar” exemptions under the Fair Labor Standards Act (“FLSA”) and ensure compliance with the Americans with Disabilities Act (“ADA”).

Deliverable G. Draft Class Description Review/Informal Appeal Process

- Submit new/updated classification descriptions to Project Team for review and discussion to ensure that no factual information is overlooked and that the recommendations are fair and consistent.
- Next, submit draft copies of the classification allocation recommendation and new/updated class descriptions (if applicable) to each manager, supervisor, and employee to provide comments and concerns regarding the recommendation and any modifications to the proposed class description (if applicable).
- Each employee receives a memorandum outlining what has been accomplished, a report regarding our analysis and classification recommendation, how to best review the draft classification specification, and how to provide feedback to us; supervisors receive a copy of their employees’ classification report and class descriptions to review and provide additional information, as appropriate.
- Significant employee comments will be reviewed with management prior to making any significant changes to the proposed class recommendation.



- Allocation and/or class description changes will be made as required and the class specifications will be finalized and submitted for approval.

Deliverable H. Finalize Classification Plan/Final Report

- Develop Final Report of the Classification Study for final review and comment.
- The Report will contain: documentation regarding study goals and objectives, classification methodology, approach, and process; all findings, analysis, and resulting recommendations; recommended allocation list, classification title changes, and other factors.
- Once we have received Tri-City's comments regarding the Final Report and have made any necessary changes, a Final Classification Report will be developed.

PHASE II – COMPENSATION STUDY

Deliverable A. Initial Documentation Review, Meetings with Study Project Team and Management Staff

- Identify client project team, contract administrator, and reporting relationships.
- Orientation and briefing sessions with the study project team and staff to explain methodology.
- Gather all pertinent documentation, including class descriptions, organizational charts, personnel policies, memoranda of understanding, etc.
- Review and confirm comparator agencies, benchmark classifications, and benefits to be collected.

Deliverable B. List of Comparator Agencies, Benchmark Classifications and Benefits to be Collected

- Identify appropriate comparator agencies based on a number of evaluation criteria (such as type of organization, size of organization, number of employees, size of budgets, population served, cost of living, etc.); if the City has a list of past/current comparator agencies, recommend changes as appropriate.
- Identify/Confirm classifications to be studied based on an internal relationship analysis of all classifications. For most smaller studies, we survey all classifications. For larger studies, we typically survey up to 65% of classifications as benchmarks and internally align un-benchmarked classifications.
- Identify/Confirm benefits to be collected.

Deliverable C. Data Collection

- K&A to conduct all of the data collection and analysis to ensure validity of data and quality control; compare job description to job description; ensure matches of at least 70%.
- Review Tri-City's existing job descriptions to ensure understanding of each position to be surveyed.
- Collect job descriptions, organization charts, and other information from comparator agencies via website, in person, or by telephone.
- Make preliminary "matches" using "whole position methodology" and then schedule appointments by telephone, and sometimes in person, with knowledgeable individuals to answer specific questions. Our "whole position methodology" includes factors such as education, experience, problem solving, supervision exercised, etc.
- Ensure a very high validity rate and produce data that is substantiated before management, employees as well as governing bodies.



Deliverable D. Analysis and Preliminary Data Review

- Enter data into spreadsheet format designed for ease of interpretation and use.
- Present information in a format that will identify the comparator positions used for each class comparison.
- Calculate information based upon average and median figures, allowing Tri-City to make informed compensation decisions.

Deliverable E. Draft Compensation Findings and Meeting with Project Team

- Distribute draft findings.
- After Tri-City's preliminary review, meet with the project team and various stakeholders to clarify data, receive requests for reanalysis of certain comparators; and answer questions and address concerns.
- Provide an opportunity for the project team and other stakeholders to review and question any of our recommended benchmark comparator matches.
- If questions arise, conduct follow-up analysis to reconfirm original analysis and/or make corrections.

Deliverable F. Internal Job Analysis

- Determine internal equity for both market driven and non-benchmarked positions.
- Develop internal position hierarchy based on the "whole position" classification methodology which we use to do the internal alignment.
- Make recommendations regarding vertical salary differentials across the organization.

Deliverable G. Compensation Structure Development

- Review and make recommendations regarding internal alignment and salary structure within which classifications are allocated, based upon Tri-City's preferred compensation plan. At this time, Tri-City is interested in converting its current compensation structure into a step-based salary structure and we will provide different options to accomplish this.
- Discuss draft recommendations with management team prior to developing Interim Report.

Deliverable H. Preparation of Draft Final Report and Final Report and Deliverables

- Complete Draft Report and submit to Tri-City for review, comment, and recommendations, including detailed compensation findings and recommendations; proposed salary ranges, and implementation issues; methodology for continued implementation and maintenance of recommendations.
- After Tri-City's questions/concerns are addressed and discussed, create Final Compensation Report.

Deliverable I. Final Presentation

- Our proposal includes one initial overview, one interim study session (to discuss the initial findings of the market salary study), and one final presentation to the Governing Board, as needed.



TIMELINE

Classification and Total Compensation Study:

Deliverables	Phase I: Classification Study	Completion by
A.	Initial Documentation Review, Meetings with Study Project Team & Management Staff	Week 1
B.	Orientation Meetings with Employees and Distribution of PDQ	Week 1
C.	PDQ Completion and Review	Week 5
D.	Employee/Supervisory/Management Interviews	Week 7
E.	Classification Concept/Preliminary Allocation Development	Week 9
F.	Draft Class Description Development/Update	Week 15
G.	Draft Class Description Review/Informal Appeal Process	Week 19
H.	Finalize Classification Plan/Final Report	Week 21
Deliverables	Phase II: Total Compensation Study	Completion by
A.	Initial Documentation Review, Meetings with Study Project Team & Management Staff	Week 1
B.	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected	Week 1
C.	Data Collection	Week 22
D.	Analysis and Preliminary Data Review	Week 23
E.	Draft Compensation Findings and Meeting with Project Team	Week 24
F.	Internal Job Analysis	Week 25
G.	Compensation Structure Development (including converting current structure to a step-based salary plan)	Week 25
H.	Preparation of Draft Final and Final Report and Deliverables	Week 26
I.	Final Presentation	As Scheduled



COST PROPOSAL

Classification and Total Compensation Study:

Deliverables	Phase I: Classification Study	Hours
A.	Initial Documentation Review, Meetings with Study Project Team & Management Staff	10
B.	Orientation Meetings with Employees and Distribution of PDQ	16
C.	PDQ Completion and Review	50
D.	Employee/Supervisory/Management Interviews	100
E.	Classification Concept/Preliminary Allocation Development	45
F.	Draft Class Description Development/Update	230
G.	Draft Class Description Review/Informal Appeal Process	45
H.	Finalize Classification Plan/Final Report	16
	Total Professional Hours -- Classification	512
	Combined professional and clerical composite rate: \$150/Hour	\$76,800
Deliverables	Phase II: Compensation Study	Total Comp Study (Hours)
A.	Initial Documentation Review, Meetings with Study Project Team & Management Staff	12
B.	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected	16
C.	Data Collection: <i>Up to 62 benchmarks, up to 12 comparators</i>	170
D.	Analysis and Preliminary Data Review: <i>Up to 62 benchmarks, up to 12 comparators</i>	70
E.	Draft Compensation Findings and Meeting with Study Project Team (conference call)	20
F.	Internal Job Analysis	12
G.	Compensation Structure Development (including converting current structure to a step-based salary plan)	16
H.	Preparation of Draft Final and Final Report and Deliverables	16
I.	Final Presentation	10
	<i>Anticipated hours for additional unscheduled meetings and phone calls</i>	5
	Total Professional Hours -- Compensation	347
	Combined professional and clerical composite rate: \$150/Hour	\$52,050
	Expenses are included in our combined composite rate: Expenses include but are not limited to duplicating documents, binding reports, phone, fax, supplies, postage, travel expenses, per diem, etc.	N/A
	TOTAL NOT-TO-EXCEED COST FOR PROJECT:	\$128,850
	*Additional consulting will be honored at composite rate (\$150/Hour)	



CONTRACTUAL REQUIREMENTS

We will be pleased to sign the Tri-City Mental Health Services' professional services agreement for a Classification and Compensation Study.

~~None of the following language is intended to be included in the contract or agreement with K&A.~~

~~On or before 30.~~

~~following the date of the contract or agreement with K&A, Client agrees to pay a placement fee (paid at the time of placement) of 30% of Team Member's first year's total compensation which accurately reflects a reasonable estimate of K&A's time and costs attendant to its recruitment, hiring, retention, and management of Team Members.~~

~~If you are flexible about negotiating the terms with the Tri-City Mental Health Authority~~

Please also note: We respectfully request that the following clause also be incorporated into your contract or agreement with K&A:

Except with the written consent of Georg Krammer or Katie Kaneko, CEO and President respectively of Koff & Associates, which consent may be given or withheld in their sole discretion, Client agrees that during the term of this Agreement and for a period ending one year thereafter (the "Time Period") Client will not solicit services from or hire any K&A employee or contractor (each, a "Team Member") with whom Client has had contact pursuant to the services provided to Client under this Agreement. Client specifically acknowledges that K&A recruits, trains, and contracts with Team Members and that such efforts are costly and time-consuming. As such, it is understood that should Client hire a Team Member during the Time Period for any reason without the required consent, Client agrees to pay a placement fee (paid at the time of placement) of 30% of Team Member's first year's total compensation which accurately reflects a reasonable estimate of K&A's time and costs attendant to its recruitment, hiring, retention, and management of Team Members.



INSURANCE REQUIREMENTS

We will submit support of the required level of coverage and endorse Tri-City Mental Health Services with our General Liability Insurance coverage upon award of contract.

Workers' Compensation:	Statutory Limits
General Liability:	\$2 million per occurrence
Errors and Omissions:	\$1 million per occurrence
Automobile Insurance:	\$1 million per occurrence

Our insurance broker is Ms. Eileen Hollander, Sr. Account Manager/Commercial Lines, EPIC Insurance Brokers, 2300 Contra Costa Blvd., Suite 375, Pleasant Hill, CA 94523.



Proposal Signature Page

Koff & Associates intends to adhere to all of the provisions described above.

This proposal is valid for 120 days from date of submittal.

Respectfully submitted,

By: KOFF & ASSOCIATES
State of California

A handwritten signature in blue ink that reads "Georg S. Krammer".

Georg S. Krammer
Chief Executive Officer

November 27, 2019



EXHIBIT B



BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (“BAA”) is made as of this 15th day of January, 2020 (the “**Effective Date**”) by and between TRI-CITY MENTAL HEALTH AUTHORITY, a Covered Entity (“**Covered Entity**” or “**CE**”) and KANEKO & KRAMMER CORP dba KOFF & ASSOCIATES, INC., (“**Business Associate**” or “**BA**”) (each a “**party**” and, collectively, the “**parties**”).

RECITALS

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

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

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

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

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

AGREEMENT

I. Definitions.

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

B. Business Associate shall have the meaning given to such term under 42 U.S.C. § 17938 and 45 C.F.R. § 160.103.

1214051.2
Business Associate Agreement
[Revised September 20, 2016]

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

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

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

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

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

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

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

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

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

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

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

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

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

II. Obligations of Business Associate.

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

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

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

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

1. Generally. BA shall provide an initial telephone report to CE's Compliance Contact within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized access, use, or disclosure of PHI of which BA becomes aware and/or any actual or suspected access, use, or disclosure of data in violation of the Agreement, this BAA, or any applicable federal or state laws or regulations.

BA shall take (i) prompt corrective action to cure any deficiencies in its policies and procedures that may have led to the incident, and (ii) any action pertaining to such unauthorized access, use, or disclosure required of BA by applicable federal and state laws and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

V. Term and Termination.

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

B. Termination.

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

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

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

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

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

IX. Amendment to Comply with Law. Because state and federal laws relating to data security and privacy are rapidly evolving, amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. BA and CE shall take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. BA shall provide to CE satisfactory written assurance that BA will adequately safeguard all PHI. Upon the request of either party, the other party shall promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the

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

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

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

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

If to BA: Koff & Associates
2835 Seventh Street
Berkeley, California 94710
Attn: Chief Executive Officer

With a copy to: Hooper, Lundy & Bookman, P.C.
1875 Century Park East, Suite 1600
Los Angeles, CA 90067
Attn: Hope Levy-Biehl, Esq.
Fax: 310-551-8181

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

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

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

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

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

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

AGREED AND ACCEPTED:

TRI-CITY MENTAL HEALTH
AUTHORITY

Name of Covered Entity



Authorized Signature

Antonette Navarro

Print Name

Executive Director

Print Title

1/21/2020
Date

KOFF & ASSOCIATES

Name of Business Associate



Authorized Signature

Georg S. Krammer

Print Name

Chief Executive Officer

Print Title

1-30-2020
Date

EXHIBIT C



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

KANEKO & KRAMMER CORP dba KOFF & ASSOCIATES, INC.

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

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

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

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

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

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

<u>1/31/2020</u> Date	Georg S. Krammer, CEO _____ Contractor or Vendor's Name	 _____ Contractor or Vendor's Signature
<u>1/21/2020</u> Date	Antonette Navarro, Executive Director _____ TCMHA Executive Official's Name	 _____ TCMHA Executive Official's Signature

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

DATE: January 18, 2023
TO: Governing Board of Tri-City Mental Health Authority
FROM: Darold Pieper, General Counsel
SUBJECT: Consideration of Draft Policy for Claims and Litigation Against the Authority

Summary:

It is requested that the Governing Board review and comment on the draft policy for handling claims and litigation against the Authority.

Background:

The Governing Board has requested that a policy for handling claims and litigation be drafted and presented to them for comment and potential approval. The attached draft policy addresses that request. After receiving comments and any proposed changes requested by the Governing Board, a final policy will be presented for formal approval. Staff and the General Counsel intend to conform to the draft policy and any proposed changes prior to the formal adoption of the policy.

Fiscal Impact:

There is no fiscal impact associated with the recommendation.

Recommendation:

It is recommended that the Governing Board review and comment on the draft policy for handling claims and litigation against the Authority.

Attachments

Attachment 7-A: Claims and Litigation Policy and Procedure- DRAFT



TRI-CITY MENTAL HEALTH AUTHORITY

POLICY & PROCEDURE

SUBJECT: Claims and Litigation	POLICY NO.:	EFFECTIVE DATE: 02/15/2023	PAGE: 1 of 3
APPROVED BY: Governing Board Executive Director	SUPERCEDES:	ORIGINAL ISSUE DATE: 02/15/2023	RESPONSIBLE PARTIES: Executive Director Chief Financial Officer JPA Administrator/Clerk

1. PURPOSE

To establish guidelines for handling claims and litigation against the Authority.

2. POLICY

2.1 Claims

- 2.1.1** All claims, amendments thereto, applications for leave to present a late claim shall be delivered to JPA Administrator/Clerk (Clerk) by personal delivery or the U.S. Mail at 1717 North Indian Hill Boulevard, Suite B, Claremont, CA 91711-2788. Claims may also be mailed to the attention of the Governing Board at the same address. Claims submitted by email are not authorized.
- 2.1.2** The Clerk shall immediately forward a copy of any such document to the Executive Director, the Chief Financial Officer, and the General Counsel.
- 2.1.3** The Chief Financial Officer, acting as the Risk Manager, is responsible for administering claims against the Authority, pursuant to Government Code 935 et seq. and as hereinafter provided. All claims shall be investigated and adjusted by the Risk Manager, and shall be reported to the Authority's insurance carriers as appropriate.
- 2.1.4** The Risk Manager shall provide a monthly report to the Governing Board listing all claims against the Authority, if any, and their current status.
- 2.1.5** The Executive Director, with the approval of the General Counsel, shall have the authority to allow, deny or compromise all claims wherein the amount paid in settlement does not exceed \$25,000. Claims in excess of that amount shall be approved by the Governing Board.



TRI-CITY MENTAL HEALTH AUTHORITY
POLICY & PROCEDURE

SUBJECT: Claims and Litigation	POLICY NO.:	EFFECTIVE DATE: 02/15/2023	PAGE: 2 of 3
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2.2 Litigation

- 2.2.1** All litigation documents shall be served on the Clerk. The Clerk shall note the date and time of receipt and immediately forward a copy of any such document to the Executive Director, the Chief Financial Officer, and the General Counsel.
- 2.2.1.1** In the event the document relates to existing litigation where outside counsel is representing the Authority, the Clerk shall also immediately forward a copy to outside counsel or confirm that counsel already has received a copy.
- 2.2.1.2** In the event another Authority employee shall be served with a court-related document, the employee shall note the date and time of receipt and immediately forward it to the Clerk for processing.
- 2.2.2** The Authority shall retain the services of outside counsel experienced in general civil litigation and employment litigation on a stand-by basis so that any litigation served on the Authority can be answered on a timely basis. The Executive Director, with the approval of the General Counsel, is authorized to enter into an engagement agreement (Engagement) with stand-by outside counsel for the purpose of handling litigation in an amount not to exceed \$25,000.
- 2.2.3** The General Counsel shall immediately inform the Governing Board by confidential email of the receipt of any complaint and the intended handling of that complaint prior to the next regular meeting of the Governing Board. The General Counsel may request the Chair call a special meeting of the Governing Board to discuss the litigation if deemed necessary.
- 2.2.4** The General Counsel shall schedule a closed session of the Governing Board at its next regular meeting to discuss the complaint and its intended handling. The General Counsel shall thereafter schedule such closed sessions of the Governing Board as deemed necessary to keep the Governing Board informed and to seek its guidance.
- 2.2.5** The Chief Financial Officer shall provide the General Counsel with monthly reports on the cost of litigation incurred to date, and the General Counsel shall report those amount to the Governing Board monthly by confidential memorandum.



TRI-CITY MENTAL HEALTH AUTHORITY
POLICY & PROCEDURE

SUBJECT: Claims and Litigation	POLICY NO.:	EFFECTIVE DATE: 02/15/2023	PAGE: 3 of 3
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- 2.2.6** The budget for all litigation in excess of \$25,000 shall be established by the Governing Board, and it shall approve all budget amendments. The Governing Board retains the authority to select outside litigation counsel beyond the initial Engagement.
- 2.2.7** The Executive Director and the General Counsel shall notify the Governing Board of any discrimination complaint when it appears that it is reasonably likely to give rise to litigation.
- 2.2.8** For any claim or lawsuit in which a written offer of compromise has been received which would otherwise require Governing Board approval, the Executive Director shall consult with the General Counsel and any outside counsel and determine whether the offer is bona fide and requires Governing Board consideration. The Executive Director shall have the authority to reject any offer that the Executive Director and General Counsel deem not bona fide.

3. PROCEDURES

DRAFT



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

DATE: January 18, 2023

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Mica Olmos, JPA Administrator/Clerk

SUBJECT: Election of Officers for the 2023 Calendar Year as Required by the Joint Powers Agreement between the Cities of Pomona, Claremont, and La Verne

Summary:

The Joint Powers Agreement between the Cities of Pomona, Claremont, and La Verne, requires the Governing Board to elect, or re-elect, a chairperson and a vice-chairperson at the first meeting held in each succeeding calendar year. The last election of officers was held on January 19, 2022.

Background:

Pursuant to the Joint Powers Agreement, Tri-City is governed by a Governing Board composed of seven members, each serving in his/her individual capacity and without compensation. In addition, Section 5601(a) of the Bronzan-McCorquodale Act/Short-Doyle Act, states that members of the board shall be a council member of his/her respective City, and three members of the board shall be community members appointed by the three Cities. The chairperson presides at, and conducts all meetings of the Governing Board. In the absence or inability of the chairperson to act, the vice-chairperson shall act as chairperson.

Funding:

None required.

Recommendation:

Staff recommends that the Governing Board consider the election or re-election of a chairperson and vice-chairperson.

Attachments:

None.



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

DATE: January 18, 2023
TO: Governing Board of Tri-City Mental Health Authority
FROM: Rimmi Hundal, Executive Director
SUBJECT: Executive Director's Monthly Report

Happy New Year!

Over the 2023 calendar year, Tri-City's staff will participate in a variety of Supervisory and Management trainings as it relates to public sector employment presented by employment law firm, Liebert, Cassidy and Whitmore. The trainings will take place monthly and consist of a variety of topics including, but not limited to, "Supervisor's Guide to Understanding and Managing Employees' Rights' Labor, Leaves and Accommodations", "Public Service Customer Service", "Maximizing Supervisory Skills for the First Line Supervisor – Part 1 & 2", "Prevention and Control of Absenteeism and Abuse of Leave", "Public Service: Understanding the Roles and Responsibilities of Public Employees", and "Supervisor's Guide to Public Sector Employment Law."

The Mental Health Services Act (MHSA) Department is currently working on the 3-year plan update and is hosting a number of stakeholder meetings, the links to these meetings are posted on Tri-City's website. Once all the feedback from the stakeholders is received, it will be compiled in a report and that report will be distributed in the community for a 30-day public comment period in March followed by a Public Hearing during the April Mental Health Commission Meeting. After the public hearing, the MHSA Update will be presented to the Board during the April or May Board meeting for approval and adoption.

This year Tri-City will also be working on a strategic plan based on our vision and mission statement to create a road map for the next 5 years. This strategic plan will allow us to apply for more state and federal grants.

GOVERNOR'S BUDGET

On January 10th, the Governor released his proposed 2023-24 January Budget. It is important to note that the January budget estimates will be updated in May, and the final budget will not be approved by the legislature until June.

- Based on current budget estimates, behavioral health initiatives are not proposed for cuts due to lower revenue estimates, but rather are largely in the delay category. Examples of behavioral health initiatives that are proposed to be postponed include:
 - Workforce initiatives including: Social Workers, Community Health Workers, nurses etc.

AGENDA ITEM NO. 9

Governing Board of Tri-City Mental Health Authority
Monthly Staff Report of Rimmi Hundal
January 18, 2023
Page 2

- BHCIP - \$480 million Round 6 funding proposed to be delayed until 25-26
- \$250 million of Bridge housing also will be moved to budget year +1 with \$1.25 billion in planned funding proceeding this year
- Program cuts are avoided so far with these strategies, and an eye to updated fiscal forecast in May.

Staffing – Month Ending December 2022

- Total Staff is 195 full-time and 9 part-time plus 45 full-time vacancies 4 part-time vacancies for a total of 247 positions.
- There were 4 new hires in December 2022.
- There were 1 separation in December 2022.

Workforce Demographics in November 2022:

- American Indian or Alaska Native = 0.49%
- Asian = 11.27%
- Black or African American = 7.35%
- Hispanic or Latino = 56.37%
- Native Hawaiian or Other Pacific Islander = 0.49%
- Other = 7.35%
- Two or more races = 1.96%
- White or Caucasian = 14.71%

Position Posted in December 2022:

- Administrative Assistant (1 FTE)
- Clinical Supervisor – MHSSA Grant (1 FTE) *1 hire pending*
- Clinical Therapist I/II - Adult (5 FTEs) *1 hire pending*
- Clinical Therapist I/II – Child & Family (1 FTE)
- Clinical Therapist II – PACT (1 FTE)
- Clinical Therapist II – Access to Care (1 FTE)
- Clinical Wellness Advocate I/II/III (1.5 FTEs)
- Community Navigator (2 FTEs) *1 hire pending*
- Human Resources Analyst (1 FTE) *1 hire pending*
- Mental Health Specialist – AOP (1 FTE)
- Mental Health Specialist – Child & Family (1 FTE) *1 hire pending*
- MHSA Projects Manager (1 FTE)
- Program Support Assistant I (.5 FTE)
- Program Support Assistant II (1 FTE)
- Program Support Assistant IV (1 FTE)
- Program Support Supervisor (1 FTE)
- Psychiatric Technician I/II/III (1 FTE)
- Quality Improvement Specialist I (1 FTE)

COVID-19 UPDATE

March 1, 2022 was the State required vaccination booster deadline for all healthcare workers who are booster eligible. As of December 31, 2022, Tri-City staff have a vaccination compliancy rate of 85.78% with a vaccination booster compliancy rate of 96.75%.



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

DATE: January 18, 2023

TO: Governing Board of Tri-City Mental Health Authority
Rimmi Hundal, Executive Director

FROM: Diana Acosta, CPA, Chief Financial Officer

SUBJECT: Monthly Finance and Facilities Report

**UNAUDITED FINANCIAL STATEMENTS FOR THE FIVE MONTHS ENDED
NOVEMBER 30, 2022 (2023 FISCAL YEAR-TO-DATE):**

The financials presented herein are the PRELIMINARY and unaudited financial statements for the five months ended November 30, 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 \$7.9 million. MHSA operations accounted for approximately \$9.3 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 2022, Tri-City received MHSA funding of approximately \$17.3 million, of which \$13.3 million were for approved programs for fiscal 2022-23 MHSA operations and was reflected as MHSA Revenue Restricted for Future Period on the Statement of Net Position (balance sheet) at June 30, 2022. These restricted MHSA revenues have now been recorded as non-operating revenues in fiscal 2022-23. In addition, during this current fiscal year 2022-23 approximately \$5.8 million in MHSA funding has been received of which \$1.5 million was identified and approved for use in the current fiscal year 2022-23 and recorded as non-operating revenues, bringing the total MHSA non-operating revenues recognized to date up to approximately \$14.8 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 \$1.4 million is from Clinic outpatient operations, which is the result of operations for the five months ended November 30, 2022 which includes one-time payments made at the beginning of the year.

The total cash balance at November 30, 2022 was approximately \$41.6 million, which represents an increase of approximately \$1.3 million from the June 30, 2022 balance of

approximately \$40.3 million. Outpatient Clinic operations, after excluding any intercompany receipts or costs resulting from MHSA operations, had an increase in cash of approximately \$435 thousand primarily as a result of delayed cash receipts from LADMH. MHSA operations reflected an increase in cash of approximately \$822 thousand, after excluding intercompany receipts or costs resulting from clinic operations. The increase reflects the receipt of approximately \$6.6 million in MHSA funds offset by the use of cash for MHSA operating activities.

Approximately \$3.6 million in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the five months ended November 30, 2022. Additionally, another \$58.4 thousand have been received through January 10, 2023.

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.

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. A few months ago, 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. Rates have now been set by the State and have been provided to the Counties, however, we have yet to receive any rate information that pertains directly to Tri-City from the County to-date. As always, Management will continue to keep the Board informed of progress or any changes we may see along the way.

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MHSA Funding Updates:

Estimated Current Cash Position – The following table represents a brief summary of the estimated (unaudited) current MHSA cash position as of the five months ended November 30, 2022.

	MHSA
Cash at November 30, 2022	\$ 33,808,125
Receivables net of Reserve for Cost Report Settlements	413,517
Prudent Reserves	(2,200,000) *
Estimated Remaining Expenses for Operations FY 2022-23	(8,158,693) **
Reserved for future CFTN Projects including approved TCG Project	(1,247,389)
Total Estimated Adjustments to Cash	<u>(11,192,565)</u>
Estimated Available at June 30, 2023	<u>\$ 22,615,560</u>
Estimated remaining MHSA funds to be received in FY 2022-23	\$ 9,844,176

* 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 to-date actuals projected through year-end June 30, 2023, net of estimated Medi-Cal revenue, including actual and estimated amounts to year end 06/30/2023.

MHSA Expenditures and MHSA Revenue Receipts – As announced at the June 15, 2022 Governing Board meeting, MHSA actual revenue receipts during fiscal year 2021-22 had actually exceeded the original projected amounts by approximately \$4.7 million. The Fiscal Year 2021-22 Operating budget included a projection of \$12.6 million in MHSA cash collections while the actual receipts totaled \$17.3 million.

Additionally, based on the most recent estimates disclosed by CBHDA, the amount of MHSA funds projected to be collected in Fiscal year 2022-23 is also expected to be in line with what was just collected. As such the Fiscal Year 2022-23 Operating budget reflects a projected collection of MHSA funds totaling \$16.5 million. As noted in the table below, the original estimate of new funding in the MHSA Annual Update was \$11.1 million. As a result of the updated projections the MHSA revenues are now expected to be \$5.3 million higher.

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For reference the following is the information included in the MHSA Fiscal Year 2022-23 Annual Update:

<u>Included in the MHSA FY 2022-23 Annual Update</u>	<u>CSS</u>	<u>PEI</u>	<u>Innovation</u>	<u>WET</u>	<u>CFTN</u>	<u>Totals</u>
Estimated Unspent Funds from Prior Fiscal Years	19,278,875	4,037,204	2,697,746	808,952	1,529,299	28,352,076
Transfers in FY 2022-23	(2,700,000)	-		1,000,000	1,700,000	-
Available for Spending in FY 2022-23	16,578,875	4,037,204	2,697,746	1,808,952	3,229,299	28,352,076
Approved Plan Expenditures during FY 2022-23	(12,284,819)	(2,221,506)	(253,661)	(857,628)	(703,183)	(16,320,797)
Remaining Cash before new funding	4,294,056	1,815,698	2,444,085	951,324	2,526,116	12,031,279
Estimated New FY 2022-23 Funding	8,477,602	2,119,401	557,737			11,154,740
Estimated Ending FY 2022-23 Unspent Fund Balance	12,771,658	3,935,099	3,001,822	951,324	2,526,116	23,186,019

For reference the following information demonstrates the changes in estimated cash flow between the MHSA Fiscal Year 2022-23 Annual Update and the Fiscal Year 2022-23 Operating Budget:

<u>Included in the FY 2022-23 Operating Budget</u>	<u>CSS</u>	<u>PEI</u>	<u>Innovation</u>	<u>WET</u>	<u>CFTN</u>	<u>Totals</u>
<i>Updated</i> Funding Estimates for FY 2022-23	12,519,290	3,129,822	823,638	-	-	16,472,750
Previously Estimated New FY 2022-23 Funding	8,477,602	2,119,401	557,737	-	-	11,154,740
Difference/Projected Additional Funding	4,041,688	1,010,421	265,901	-	-	5,318,010

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MHSA Reversion Update:

Each remittance of MHSA funds received by Tri-City is required to be allocated among three of the five MHSA Plans, CSS, PEI and INN. The first 5% of each remittance is required to be allocated to INN and the remaining amount is split 80% to CSS and 20% to PEI. While the WET and the CapTech plans have longer time frames in which to spend funds (made up of one-time transfers into these two plans), the CSS, PEI and INN plans have three years.

Amounts received within the CSS and PEI programs must be expended within three years of receipt. INN amounts must be programmed in a plan that is approved by the Mental Health Services Oversight and Accountability Commission (MHSOAC) within three years of receipt, and spent within the life of the approved program. Upon approval by the MHSOAC, INN amounts have to be expended within the life of said program. For example, a program approved for a five-year period will have the full five years associated with the program to expend the funds.

To demonstrate the three-year monitoring of CSS, PEI and INN dollars, the following tables are **excerpts** from DHCS’s annual reversion report received by Tri-City in May of 2022 based on the fiscal year 2020-21 Annual Revenue and Expense Report (ARER) and then updated with more current information through June 30, 2022 (unaudited) and to be updated on a quarterly basis:

CSS reversion waterfall analysis

CSS amounts received						
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Total
	8,676,848	8,797,914	9,293,482	11,824,329	13,178,277	51,770,850
Expended in:						
2017-18						-
2018-19	939,014					939,014
2019-20	7,737,834	1,290,269				9,028,103
2020-21		7,507,645	746,924			8,254,569
2021-22			8,546,558	1,205,050		9,751,608
2022-23 **				10,619,279	1,665,540	12,284,819
2023-24						-
Total Expended	8,676,848	8,797,914	9,293,482	11,824,329	1,665,540	40,258,113
Unspent Balance	-	-	-	-	11,512,737	11,512,737

*=These expenses are based on estimated to date and not final.
 **=Planned Expenditures based on approved MHSA Plan

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PEI reversion waterfall analysis

PEI amounts received						
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Total
	2,145,788	2,119,324	2,176,109	2,948,240	3,294,569	12,684,030
Expended in:						
2017-18	726,119					726,119
2018-19	1,419,669	387,017				1,806,686
2019-20		1,644,825				1,644,825
2020-21		87,482	1,746,984			1,834,466
2021-22			429,125	1,313,992		1,743,117
2022-23 **				1,711,404	510,102	2,221,506
2023-24						-
Total Expended	2,145,788	2,119,324	2,176,109	3,025,396	510,102	9,976,719
Unspent Balance	-	-	-	(77,156)	2,784,467	2,707,311

*=These expenses are based on estimated to date and not final.

**=Planned Expenditures based on approved MHSA Plan

INN reversion waterfall analysis

INN amounts received						
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Total
	575,034	580,471	550,879	784,114	866,992	3,357,490
Expended in:						
2017-18						-
2018-19						-
2019-20						-
2020-21	272,146					272,146
2021-22	302,888	26,735		Need OAC Approval of \$234,229	Need OAC	329,623
2022-23 **		261,660			Approval by FY 23/24 of \$866,992	261,660
2023-24		318,811	284,669			603,480
2024-25						-
2025-26						-
2026-27						-
Total Expended	575,034	607,206	284,669	-	-	1,466,909
Unspent Balance	-	(26,735)	266,210	784,114	866,992	1,890,581

*=These expenses are based on estimated to date and not final.

**=Planned Expenditures based on approved MHSA Plan

PADS Project approved May of 2022 in the total amount of \$789,360.

FACILITIES DEPARTMENT

Status of Governing Board Approved Upcoming, Current or Ongoing projects:

- The Community Garden Upgrades: Project concept was initially approved in March of 2020 as part of the approved CFTN Plan. The most recent update includes having received approval from the City to move forward on this project as of June 6, 2022 and immediately after this approval, a Request for Proposal was prepared. In July of 2022 the first RFP was posted and resulted with only one bidder who later withdrew their proposal. In September of 2022 the RFP was once again posted and also resulted in only one bidder. The contractor that submitted a bid is being recommended for this project and we are working on bringing the contract for the Board's approval at the next meeting in February of 2023. Target date for project completion is within the first quarter of 2023.
- 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 had previously been temporarily on hold until the Electrical/Power Upgrade Project was complete as this project was also being performed in the same building. The Electrical was completed in November of 2022. At the November of 2022 Governing Board Meeting an agreement with a design firm was approved for services to include the preparation of formal plans, a Request For Proposal and construction management for the project. Presently, our Facilities Department is closely working with the design firm on finalizing the design and formal plans. The next phase will involve submitting formal construction plans to the City for approval and once approved, soliciting contractors through an RFP process. Target date of project completion will be closer to the second quarter of 2023.

Attachments

Attachment 10-A: October 31, 2022 Unaudited Monthly Financial Statements

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

	AT NOVEMBER 30, 2022			AT JUNE 30, 2022		
	TCMH	MHSA	Consolidated	TCMH	MHSA	Consolidated
	Unaudited	Unaudited	Unaudited	Audited	Audited	Audited
Current Assets						
Cash	\$ 7,771,857	\$ 33,808,125	\$ 41,579,982	\$ 8,386,759	\$ 31,504,790	\$ 39,891,549
Accounts receivable, net of reserve for uncollectible accounts \$587,448 at November 30, 2022 and \$619,443 at June 30, 2022	3,897,127	3,430,459	7,327,586	5,136,408	3,180,707	8,317,115
Total Current Assets	<u>11,668,984</u>	<u>37,238,583</u>	<u>48,907,568</u>	<u>13,523,167</u>	<u>34,685,497</u>	<u>48,208,664</u>
Property and Equipment						
Land, building, furniture and equipment	3,832,621	9,791,063	13,623,684	3,828,354	9,742,614	13,570,969
Accumulated depreciation	(2,708,690)	(4,317,386)	(7,026,076)	(2,646,773)	(4,138,210)	(6,784,983)
Rights of use assets-building lease	1,753,343	-	1,753,343	1,753,343	-	1,753,343
Accumulated amortization-building lease	(828,579)	-	(828,579)	(679,424)	-	(679,424)
Total Property and Equipment	<u>2,048,695</u>	<u>5,473,678</u>	<u>7,522,373</u>	<u>2,255,500</u>	<u>5,604,404</u>	<u>7,859,904</u>
Other Assets						
Deposits and prepaid assets	268,549	508,459	777,008	38,122	508,459	546,581
Note receivable-Housing Development Project	-	2,800,000	2,800,000	-	2,800,000	2,800,000
Total Noncurrent Assets	<u>2,317,244</u>	<u>8,782,137</u>	<u>11,099,381</u>	<u>2,293,622</u>	<u>8,912,863</u>	<u>11,206,485</u>
Total Assests	<u>13,986,229</u>	<u>46,020,720</u>	<u>60,006,949</u>	<u>15,816,789</u>	<u>43,598,360</u>	<u>59,415,149</u>
Deferred Outflows of Resources						
Deferred outflows related to the net pension liability	2,857,668	-	2,857,668	2,857,668	-	2,857,668
Total Deferred Outflows of Resources	<u>2,857,668</u>	<u>-</u>	<u>2,857,668</u>	<u>2,857,668</u>	<u>-</u>	<u>2,857,668</u>
Total Assets and Deferred Outflows of Resouces	<u>\$ 16,843,897</u>	<u>\$ 46,020,720</u>	<u>\$ 62,864,617</u>	<u>\$ 18,674,457</u>	<u>\$ 43,598,360</u>	<u>\$ 62,272,817</u>
LIABILITIES						
Current Liabilities						
Accounts payable	353,881	-	353,881	274,821	24,000	298,821
Accrued payroll liabilities	699,326	126,479	825,805	133,589	166,355	299,944
Accrued vacation and sick leave	624,382	1,054,172	1,678,555	619,557	1,052,384	1,671,941
Deferred revenue	70,782	-	70,782	41,584	-	41,584
Reserve for Medi-Cal settlements	3,656,275	3,016,942	6,673,217	3,482,631	2,894,431	6,377,063
Current portion of lease liability	208,816	-	208,816	357,971	-	357,971
Total Current Liabilities	<u>5,613,463</u>	<u>4,197,593</u>	<u>9,811,055</u>	<u>4,910,153</u>	<u>4,137,171</u>	<u>9,047,324</u>
Intercompany Acct-MHSA & TCMH	(367,658)	367,658	-	740,003	(740,003)	-
Long-Term Liabilities						
Mortgages and home loan	-	29,435	29,435	-	29,435	29,435
Lease liability	715,948	-	715,948	715,948	-	715,948
Net pension liability	2,302,724	-	2,302,724	2,302,724	-	2,302,724
Unearned MHSA revenue	-	6,230,323	6,230,323	-	1,027,955	1,027,955
Total Long-Term Liabilities	<u>3,018,672</u>	<u>6,259,758</u>	<u>9,278,430</u>	<u>3,018,672</u>	<u>1,057,390</u>	<u>4,076,062</u>
Total Liabilities	<u>8,264,476</u>	<u>10,825,009</u>	<u>19,089,485</u>	<u>8,668,828</u>	<u>4,454,558</u>	<u>13,123,386</u>
Deferred Inflow of Resources						
MHSA revenues restricted for future period	-	-	-	-	13,290,168	13,290,168
Deferred inflows related to the net pension liability	2,010,157	-	2,010,157	2,010,157	-	2,010,157
Total Deferred Inflow of Resources	<u>2,010,157</u>	<u>-</u>	<u>2,010,157</u>	<u>2,010,157</u>	<u>13,290,168</u>	<u>15,300,325</u>
NET POSITION						
Invested in capital assets net of related debt	1,123,931	5,444,243	6,568,174	1,181,581	5,574,969	6,756,550
Restricted for MHSA programs	-	29,722,034	29,722,034	-	20,249,230	20,249,230
Unrestricted	5,445,332	29,435	5,474,767	6,813,891	29,435	6,843,326
Total Net Position	<u>6,569,263</u>	<u>35,195,712</u>	<u>41,764,974</u>	<u>7,995,472</u>	<u>25,853,634</u>	<u>33,849,106</u>
Total Liabilities, Deferred Inflows of Resources and Net Position	<u>\$ 16,843,897</u>	<u>\$ 46,020,720</u>	<u>\$ 62,864,617</u>	<u>\$ 18,674,457</u>	<u>\$ 43,598,360</u>	<u>\$ 62,272,817</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
FIVE MONTHS ENDED NOVEMBER 30, 2022 AND 2021

	PERIOD ENDED 11/30/22			PERIOD ENDED 11/30/21		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
OPERATING REVENUES						
Medi-Cal FFP	\$ 1,073,702	\$ 1,199,500	\$ 2,273,201	\$ 1,365,647	\$ 1,219,070	\$ 2,584,717
Medi-Cal SGF-EPSDT	281,945	363,337	645,281	313,173	258,853	572,026
Medicare	3,656	1,398	5,054	5,950	3,308	9,258
Contracts	2,500	12,513	15,013	5,000	12,001	17,001
Patient fees and insurance	496	57	553	425	29	454
Rent income - TCMH & MHSA Housing	4,620	29,786	34,406	6,009	29,756	35,765
Other income	315	87	401	495	163	658
Net Operating Revenues	1,367,232	1,606,677	2,973,909	1,696,700	1,523,179	3,219,879
OPERATING EXPENSES						
Salaries, wages and benefits	3,767,953	5,672,462	9,440,414	3,412,195	5,061,306	8,473,502
Facility and equipment operating cost	258,074	497,043	755,117	314,447	566,936	881,383
Client lodging, transportation, and supply expense	7,215	33,574	40,789	116,289	544,192	660,481
Depreciation & amortization	132,945	257,302	390,247	66,264	173,929	240,193
Other operating expenses	286,696	598,367	885,063	241,893	495,106	736,999
Total Operating Expenses	4,452,883	7,058,748	11,511,631	4,151,088	6,841,469	10,992,558
OPERATING (LOSS) (Note 1)	(3,085,651)	(5,452,071)	(8,537,722)	(2,454,389)	(5,318,291)	(7,772,679)
Non-Operating Revenues (Expenses)						
Realignment	1,644,331	-	1,644,331	1,523,063	-	1,523,063
MHSA funds	-	14,780,860	14,780,860	-	11,870,954	11,870,954
Grants and Contracts	8,903	-	8,903	233,269	-	233,269
Interest Income	6,208	13,288	19,496	4,888	23,090	27,979
Interest expense	-	-	-	(11,840)	-	(11,840)
Total Non-Operating Revenues (Expense)	1,659,442	14,794,148	16,453,590	1,749,380	11,894,044	13,643,424
INCOME (LOSS)	(1,426,209)	9,342,077	7,915,868	(705,009)	6,575,754	5,870,745
INCREASE (DECREASE) IN NET POSITION	(1,426,209)	9,342,077	7,915,868	(705,009)	6,575,754	5,870,745
NET POSITION, BEGINNING OF YEAR	7,995,472	25,853,634	33,849,106	4,787,631	24,868,486	29,656,117
NET POSITION, END OF MONTH	\$ 6,569,263	\$ 35,195,712	\$ 41,764,974	\$ 4,082,622	\$ 31,444,240	\$ 35,526,862

(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
FIVE MONTHS ENDED NOVEMBER 30, 2022 AND 2021**

	PERIOD ENDED 11/30/22			PERIOD ENDED 11/30/21		
	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	\$ 2,102,456	\$ 1,520,009	\$ 3,622,465	\$ 1,169,132	\$ 1,196,889	\$ 2,366,021
Cash payments to suppliers and contractors	(858,896)	(1,231,110)	(2,090,006)	(947,812)	(1,607,378)	(2,555,189)
Payments to employees	(3,197,390)	(5,710,550)	(8,907,940)	(3,587,709)	(5,182,319)	(8,770,028)
	<u>(1,953,830)</u>	<u>(5,421,651)</u>	<u>(7,375,481)</u>	<u>(3,366,389)</u>	<u>(5,592,808)</u>	<u>(8,959,197)</u>
Cash Flows from Noncapital Financing Activities						
MHSA Funding	-	6,628,574	6,628,574	-	8,508,956	8,508,956
CalHFA-State Administered Projects	-	64,485	64,485	-	110	110
Realignment	2,302,553	-	2,302,553	1,523,063	-	1,523,063
Grants and Contracts	148,000	-	148,000	167,399	-	167,399
	<u>2,450,553</u>	<u>6,693,059</u>	<u>9,143,612</u>	<u>1,690,462</u>	<u>8,509,066</u>	<u>10,199,528</u>
Cash Flows from Capital and Related Financing Activities						
Purchase of capital assets	(4,267)	(48,449)	(52,716)	(55,903)	(147,075)	(202,978)
Principal paid on capital debt	-	-	-	(771,676)	-	(771,676)
Interest paid on capital debt	-	-	-	(11,840)	-	(11,840)
Intercompany-MHSA & TCMH	(1,107,661)	1,107,661	-	(221,451)	221,451	-
	<u>(1,111,928)</u>	<u>1,059,212</u>	<u>(52,716)</u>	<u>(1,060,869)</u>	<u>74,376</u>	<u>(986,493)</u>
Cash Flows from Investing Activities						
Interest received	29,166	158,363	187,529	7,033	32,942	39,976
	<u>29,166</u>	<u>158,363</u>	<u>187,529</u>	<u>7,033</u>	<u>32,942</u>	<u>39,976</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(586,038)	2,488,984	1,902,945	(2,729,762)	3,023,576	293,814
Cash Equivalents at Beginning of Year	8,386,759	31,504,790	39,891,549	8,578,296	26,320,242	34,898,537
Cash Equivalents at End of Month	<u>\$ 7,800,720</u>	<u>\$ 33,993,774</u>	<u>\$ 41,794,494</u>	<u>\$ 5,848,534</u>	<u>\$ 29,343,818</u>	<u>\$ 35,192,352</u>
Cash from the Balance Sheet	<u>7,771,857</u>	<u>33,808,125</u>	<u>41,579,982</u>			
YTD Gain/(Loss) from GASB 31 Fair Market Value	<u>\$ (28,863)</u>	<u>\$ (185,649)</u>	<u>\$ (214,512)</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
FIVE MONTHS ENDING NOVEMBER 30, 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	\$ 1,170,885	\$ 2,650,493	\$ (1,479,608)	\$ 1,308,069	\$ 2,440,385	\$ (1,132,316)	\$ 2,478,955	\$ 5,090,879	\$ (2,611,924)
Medi-Cal SGF-EPSDT	307,464	875,185	(567,720)	396,223	695,985	(299,761)	703,687	1,571,169	(867,482)
Medicare	3,656	5,000	(1,344)	1,398	875	523	5,054	5,875	(821)
Patient fees and insurance	496	458	37	57	-	57	553	458	94
Contracts	2,500	8,333	(5,833)	12,513	10,417	2,096	15,013	18,750	(3,737)
Rent income - TCMH & MHSA Housing	4,620	4,620	-	29,786	29,167	619	34,406	33,787	619
Other income	315	458	(144)	87	-	87	401	458	(57)
Provision for contractual disallowances	(122,703)	(343,901)	221,198	(141,456)	(313,637)	172,181	(264,159)	(657,538)	393,379
Net Operating Revenues	1,367,232	3,200,647	(1,833,414)	1,606,677	2,863,191	(1,256,515)	2,973,909	6,063,838	(3,089,929)
OPERATING EXPENSES									
Salaries, wages and benefits	3,767,953	4,732,842	(964,889)	5,672,462	6,801,918	(1,129,456)	9,440,414	11,534,760	(2,094,346)
Facility and equipment operating cost	267,639	393,745	(126,106)	498,117	831,734	(333,617)	765,756	1,225,479	(459,723)
Client program costs	3,804	23,114	(19,310)	9,500	447,989	(438,489)	13,304	471,103	(457,799)
Grants	-	-	-	40,100	137,500	(97,400)	40,100	137,500	(97,400)
MHSA training/learning costs	-	-	-	43,599	39,583	4,015	43,599	39,583	4,015
Depreciation & amortization	132,945	68,095	64,850	257,302	181,208	76,094	390,247	249,303	140,944
Other operating expenses	280,542	235,042	45,500	537,668	670,900	(133,232)	818,210	905,942	(87,732)
Total Operating Expenses	4,452,883	5,452,839	(999,956)	7,058,748	9,110,832	(2,052,084)	11,511,631	14,563,671	(3,052,040)
OPERATING (LOSS)	(3,085,651)	(2,252,193)	(833,458)	(5,452,071)	(6,247,640)	795,569	(8,537,722)	(8,499,833)	(37,889)
Non-Operating Revenues (Expenses)									
Realignment	1,644,331	1,833,333	(189,003)	-	-	-	1,644,331	1,833,333	(189,003)
MHSA Funding	-	-	-	14,780,860	14,780,860	-	14,780,860	14,780,860	-
Grants and contracts	8,903	335,417	(326,514)	-	-	-	8,903	335,417	(326,514)
Interest (expense) income, net	6,208	9,750	(3,542)	13,288	62,675	(49,387)	19,496	72,425	(52,929)
Total Non-Operating Revenues (Expense)	1,659,442	2,178,500	(519,058)	14,794,148	14,843,535	(49,387)	16,453,590	17,022,035	(568,445)
INCREASE(DECREASE) IN NET POSITION	\$ (1,426,209)	\$ (73,693)	\$ (1,352,517)	\$ 9,342,077	\$ 8,595,895	\$ 746,183	\$ 7,915,868	\$ 8,522,202	\$ (606,334)

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
FIVE MONTHS ENDING NOVEMBER 30, 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 \$3.1 million for the following reasons:

- 1 Medi-Cal FFP revenues for FY 2022-23** were \$2.6 million lower than the budget. Medi-Cal FFP revenues were approximately \$1.5 million lower for TCMH and \$1.1 million lower for MHSA. At TCMH, the adult program revenues were lower than budget by \$1.1 million and the children program revenues were lower by \$388 thousand. For MHSA, the adult and older adult FSP programs were lower than budget by \$692 thousand and the Children and TAY FSP programs were lower by \$440 thousand.
- 2 Medi-Cal SGF-EPSDT revenues for fiscal year 2022-23** were lower than budget by \$867 thousand of which \$567 thousand lower were from TCMH and \$300 thousand lower were from MHSA. SGF-EPSDT relates to State General Funds (SGF) provided to the agency for provision of qualifying Medi-Cal services for Early Prevention Screening and Diagnostic Testing (EPSDT) 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-EPSDT 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. For the fiscal year 2022-23, Tri-City is in the process of migrating from its current electronic health records (EHR) system to a new EHR system, CERNER. During this transition and training period, low volume of billings are to be expected as staff are learning and adapting to the new EHR system.*
- 3 Medicare revenues** are approximately \$1 thousand lower than the budget. Tri-City records revenue when the services are provided and the claims are incurred and submitted.
- 4 Contract revenues** are lower than the budget by approximately \$4 thousand.
- 5 Rent Incomes** are approximately \$1 thousand higher than the budget. The rental income represents the payments collected from Genoa pharmacy space leasing at the 2008 N. Garey and from the tenants staying at the MHSA house on Park Avenue.
- 6 Provision for contractual disallowances** for fiscal year 2022-23 is \$393 thousand lower than budget due to lower revenues.

Operating Expenses

Operating expenses were lower than budget by approximately \$3.1 million for the following reasons:

- 1 Salaries and benefits** are \$2.1 million lower than budget and of that amount, salaries and benefits are approximately \$965 thousand lower for TCMH operations and are \$1.1 million lower for MHSA operations. These variances are due to the following:
 - TCMH** salaries are lower than budget by \$683 thousand due to vacant positions and benefits are lower than budget by \$282 thousand.
 - MHSA** salaries are lower than budget by \$817 thousand. The direct program salary costs are lower by \$663 thousand due to vacant positions and the administrative salary costs are lower than budget by \$154 thousand. Benefits are lower than the budget by \$312 thousand. Of that, health insurance is lower than budget by \$245 thousand, state unemployment insurance is lower by \$49 thousand and workers compensation is lower by \$38 thousand. These lower costs are somewhat offset by the annual payment of CalPERS Unfunded Accrued Liability in July.
- 2 Facility and equipment operating costs** were lower than the budget by \$460 thousand of which \$126 thousand lower were from TCMH and \$334 thousand lower were from MHSA. These lower costs are related to the CFTN expenses budgeted to be spent during the fiscal year that has not yet happened.
- 3 Client program costs** are lower than the budget by \$458 thousand mainly from MHSA due to lower FSP client costs.
- 4 Grants for fiscal year 2022-23** are approximately \$97 thousand lower than the budget mainly from the new Student Loan Forgiven program under the WET plan which were scheduled to be disbursed during the last quarter of the fiscal year. Other grants awarded under the PEI Community Wellbeing project are \$7 thousand higher than the budget due to timing.
- 5 MHSA learning and training costs** are higher than the budget by \$4 thousand.
- 6 Depreciation and amortization** are \$141 thousand higher than the budget mainly due to the implementation of the GASB 87 where building leases are reported as the rights to use assets and the associated lease liabilities are recorded. These liabilities will then be gradually reduced as they are amortized monthly.
- 7 Other operating expenses** were lower than the budget by \$88 thousand of which \$45 thousand higher were from TCMH and \$133 thousand lower were from MHSA. At TCMH, the higher cost was partly due to the liability insurance cost incurred for the Psychiatric Assessment Care Team (PACT) program with the City of Claremont Police Department. As agreed, Tri-City will be reimbursed for 50% of this cost from the City of Claremont. At MHSA, the lower costs were from conference fees and professional fees.

**TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
FIVE MONTHS ENDING NOVEMBER 30, 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 \$568 thousand as follows:

1 TCMH non-operating revenues are \$519 thousand lower than the budget. Of that, realignment fund is lower than the budget by \$189 thousand, grants and contracts including the Crisis Care Mobile Units (CCMU) and the Student Mental Health Services Act (MHSSA) are lower than the budget by \$326 thousand, interest income net with fair market value is lower than budget by \$4 thousand.

2 MHSA non-operating revenue is in line with 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	\$ 12,284,819	\$ 12,284,819	\$ -
PEI funds received and available to be spent	2,221,507	2,221,507	-
WET funds received and available to be spent	-	-	-
CFTN funds received and available to be spent	-	-	-
INN funds received and available to be spent	274,534	274,534	-
Non-operating revenues recorded	<u>\$ 14,780,860</u>	<u>\$ 14,780,860</u>	<u>\$ -</u>

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

Interest income net with fair market value calculation for MHSA results in a lower than budget by \$49 thousand.

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FIVE MONTHS ENDED NOVEMBER 30, 2022 AND 2021

	PERIOD ENDED 11/30/22			PERIOD ENDED 11/30/21		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
REVENUES						
Medi-Cal FFP, net of reserves	\$ 1,073,702	\$ 1,199,500	\$ 2,273,201	\$ 1,365,647	\$ 1,219,070	\$ 2,584,717
Medi-Cal SGF-EPSDT	281,945	363,337	645,281	313,173	258,853	572,026
Medicare	3,656	1,398	5,054	5,950	3,308	9,258
Realignment	1,644,331	-	1,644,331	1,523,063	-	1,523,063
MHSA funds	-	14,780,860	14,780,860	-	11,870,954	11,870,954
Grants and contracts	11,403	12,513	23,916	238,269	12,001	250,270
Patient fees and insurance	496	57	553	425	29	454
Rent income - TCMH & MHSA Housing	4,620	29,786	34,406	6,009	29,756	35,765
Other income	315	87	401	495	163	658
Interest Income	6,208	13,288	19,496	4,888	23,090	27,979
Total Revenues	3,026,674	16,400,825	19,427,499	3,457,920	13,417,223	16,875,143
EXPENSES						
Salaries, wages and benefits	3,767,953	5,672,462	9,440,414	3,412,195	5,061,306	8,473,502
Facility and equipment operating cost	258,074	497,043	755,117	314,447	566,936	881,383
Client lodging, transportation, and supply expense	7,215	33,574	40,789	116,289	544,192	660,481
Depreciation & amortization	132,945	257,302	390,247	66,264	173,929	240,193
Interest expense	-	-	-	11,840	-	11,840
Other operating expenses	286,696	598,367	885,063	241,893	495,106	736,999
Total Expenses	4,452,883	7,058,748	11,511,631	4,162,928	6,841,469	11,004,397
INCREASE (DECREASE) IN NET POSITION	(1,426,209)	9,342,077	7,915,868	(705,009)	6,575,754	5,870,745
NET POSITION, BEGINNING OF YEAR	7,995,472	25,853,634	33,849,106	4,787,631	24,868,486	29,656,117
NET POSITION, END OF MONTH	\$ 6,569,263	\$ 35,195,712	\$ 41,764,974	\$ 4,082,622	\$ 31,444,240	\$ 35,526,862

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

Definitions:

Medi-Cal FFP= Federal Financial Participation Reimbursement

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

TCMH=Tri-City's Outpatient Clinic

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

DATE: January 18, 2023

TO: Governing Board of Tri-City Mental Health Authority
Rimmi Hundal, Executive Director

FROM: Elizabeth Renteria, LCSW, Chief Clinical Officer

SUBJECT: Monthly Clinical Services Report

UPDATE: Cerner Implementation and Data Collection

Tri-City Mental Health Authority continues to implement the Cerner electronic health record technology. We are learning about the software's data tracking and report generating capabilities in this process. Please note that monthly reports for the time being will not contain the data and outcomes previously reported on. We will be developing new reports that we will be able to share with the board in the months to come.

STAFFING UPDATE

Since the Implementation of Phase 1 of the Classification and Salary Study, which provided increases of the most difficult positions to recruit for (CTs and Clinical Supervisors), we have seen a 5.4% decrease in rate of turnover in the timeframe from January – August 2022. Our current turnover rate is 5.9%.

ACCESS TO CARE

In the Access to Care department, for the month of December 2022 we continue to see a steady flow of both adults and children requesting mental health services. Most of the adults requesting services continue to present with multiple unmet needs including economic instability, lack of housing, food insecurities, lack of access to resources including medical and dental care, and limited options to meet their medication needs. Recently, Access to Care staff have noted that they have seen an increase in young adults (18-25) seeking mental health services. The Access to Care Department continues to receive multiple referrals for children from the Department of Children and Family services (DCFS). DCFS also sends many of the parents/caregivers to Tri-City to seek services and assessments for themselves. The Access to Care department continues to use Tri-City's immense system of care including the Community Navigators, Wellness Center, and the Intensive Outreach and Engagement team in addition to other community resources (i.e., DPSS, food banks, local medical resources, etc.) to assist individuals to access and connect to needed resources prior to their intake.

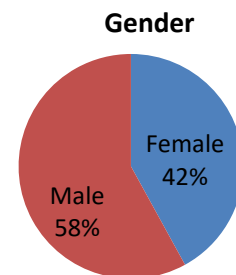
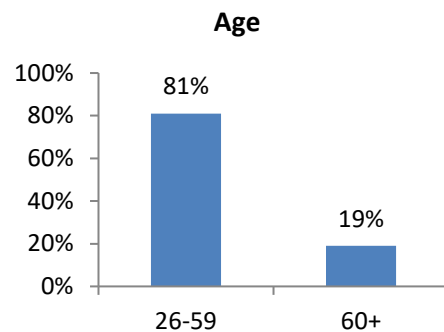
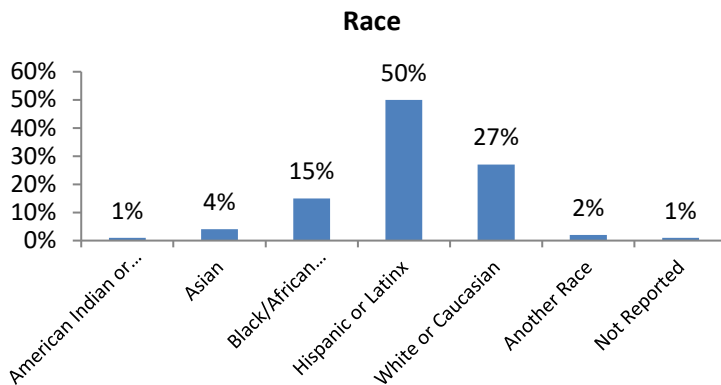
ADULT OUTPATIENT

Below you will find some data related to Adult Full-Service Partnership services at Tri-City Mental Health Authority.

PROGRAM: Full-Service Partnerships (FSP) – Adult & Older Adult

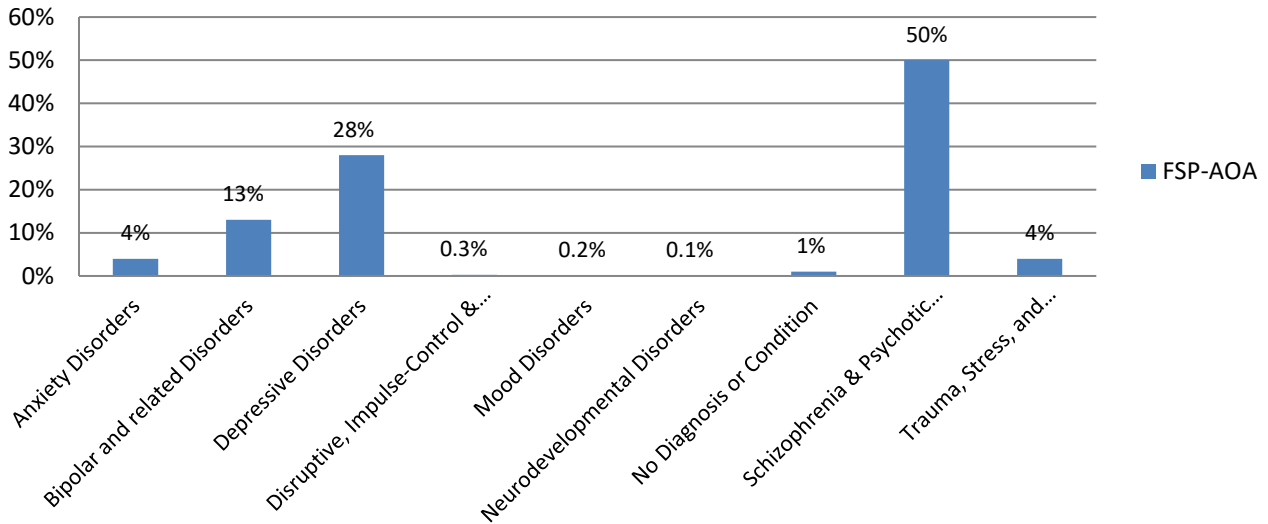
HOW MUCH DID WE DO? (FSP and Older Adult)

258
Individuals
Served



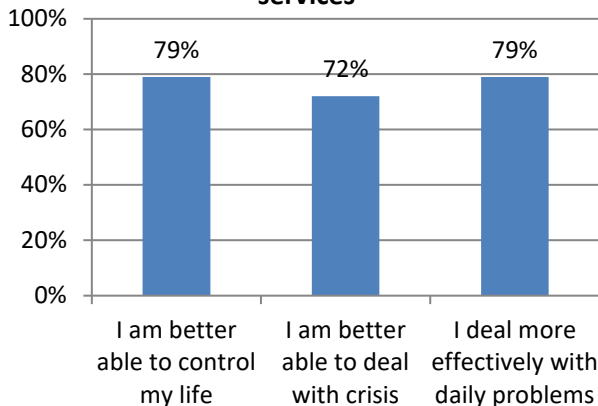
Governing Board of Tri-City Mental Health Authority
Rimmi Hundal, Executive Director
Monthly Staff Report of Elizabeth Renteria, LCSW Chief Clinical Officer
January 18, 2023

Primary Diagnosis By Program

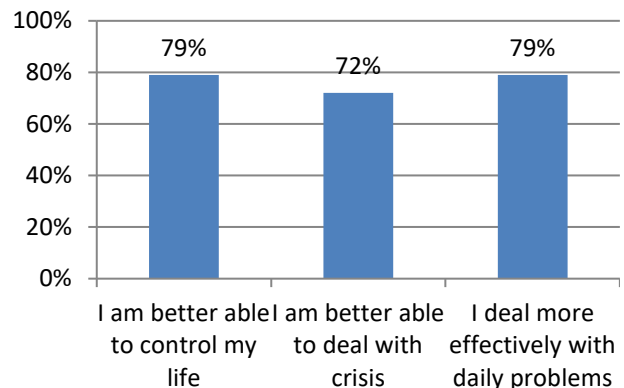


FSP-Adult-Older Adult (n=14)

Percent of clients (Strongly Agree/Agree) to the following statements. As a result of direct services



Percent of clients (Strongly Agree/Agree) to the following statements



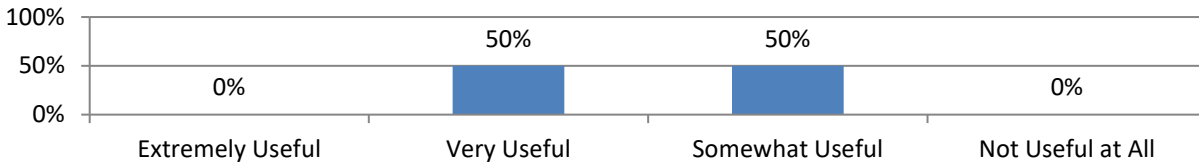
CHILD AND FAMILY SERVICES

There is steady progress in the implementation of the Mental Health Student Services Act grant. Our program plan was submitted to and approved by Mental Health Services Oversight and Accountability Commission. We are fully staffed in the direct care element of the program and our new staff members are completing their onboarding process and developing curriculum for the program. Referrals to the program are being made by school staff.

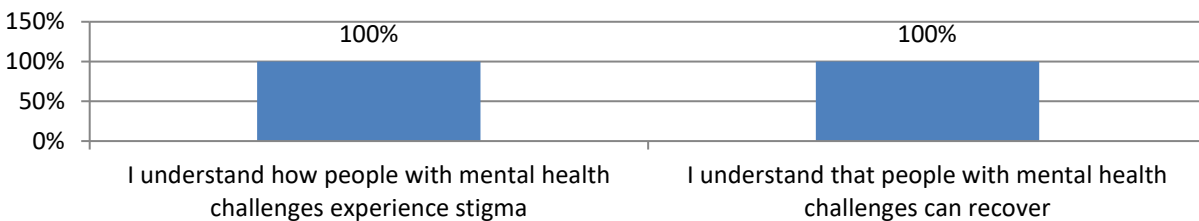
HOUSING

Below you will find attendee data from the Landlord Hour program provide by Housing program staff to landlords in the community.

Landlord Hour attendees' ratings of how useful the information was from the event.



Percent of Landlords that agree or strongly agree with the following:



THERAPEUTIC COMMUNITY GARDEN (TCG)

There has been an increase in participation from the 0-25 age group for TCG services and the garden. On Wednesday, December 14, 2022, the Anger Management group from the Children's department came to visit TCG. TCG staff Christina and Frances invited children to garden and engaged in therapeutic activities and provided program information. Parents were provided with program flyers in the event they would like to attend TCG programming in the future. Furthermore, the TCG team has been reaching out to several schools, organizations, and programs in order to increase participation in the family group. A combination of in-person and virtual services is provided by the TCG team.



Above (Left) Rhubarb chard is one of many cool-weather plants that sweetens with low temperatures; (Center) Pineapple sage & Lemon mint marigold provide a wintering source of nectar for our visiting Anna's Hummingbird; (Right) Carrot & lettuce seedlings thrive in the cooler, wetter months in Southern Californian gardens.



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

DATE: January 18, 2023

TO: Governing Board of Tri-City Mental Health Authority
Rimmi Hundal, 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), and PACT TEAMS IN December 2022

IOET Program

- Number of all new outreach= 60
- Number client given intake appointments= 37
- Number of clients opened= 13
- Total number of ALL clients outreached= 208
- Total number of homeless served= 148
- Percentage of clients outreached that are homeless= 71%
- Percentage of clients enrolled this month in formal services that are homeless= 23%

Service area:

- Pomona= 187
- Laverne= 4
- Claremont= 17
- Total= 208

Enrollments:

- FSP (Full-Service Partnership)-Older Adult= 0
- FSP-adult= 6
- FSP-TAY (Transition Age Youth) = 1
- AOP (Adult Outpatient Program) = 4
- COP (Children Outpatient Program) = 2
- FCCS (Field Capable Clinical Services) = 0
- FSP Children= 0

**Governing Board of Tri-City Mental Health Authority
Monthly Staff Report of Dr. Seeyam Teimoori
January 18, 2023
Page 2**

Health Issues:

- Number of initial health assessments completed= 2
- Number of clients linked to PCP appointments with IOET LPT= 8

P.A.C.T. (Psychiatric Assessment Care Team)

- Number of new individuals added for the month= 13
- Number of closed individuals for the month= 8
- Number of holds written for the month= 3
- Number enrolled in formal services for the month= 1
- Number referred to IOET this month= 1



**Tri-City Mental Health Authority
Monthly Staff Report**

DATE: January 18, 2023

TO: Governing Board of Tri-City Mental Health Authority
Rimmi Hundal, Executive Director

FROM: Dana Barford, Director MHSA and Ethnic Services

SUBJECT: Monthly MHSA and Ethnic Services Report

COMMUNITY PLANNING PROCESS

On January 10, 2023, Tri-City's Mental Health Commission reviewed and endorsed the amendment to the MHSA Annual Update for FY 2022-23. This amendment which focuses on the transfer of the Access to Care services and School Based Services program to MHSA, received stakeholder approval in December and was posted for a 30-day public comment period ending on January 10.

DIVERSITY, EQUITY, AND INCLUSION

In the month of December, the agency's Cultural Competence Plan Annual Update was submitted to the Department of Health Care Services and posted on Tri-City's website. Through this plan, Tri-City renews its commitment to deliver quality and individualized care and services tailored to the social, cultural, and linguistic needs of clients and community members. By acknowledging the importance of an individual's cultural beliefs and affiliations, Tri City is better able to effectively deliver services across different cultural groups, better anticipate and respond to barriers to seeking treatment, and increase the likelihood of follow-through with aftercare. Please click on the link below to review this plan. <https://www.tricitymhs.org/resources/documents>

COMMUNITY NAVIGATORS

The Community Navigator program recently hired a new addition to their team and this individual will be focused on rotating among the Pomona community centers during their senior meals and provide any additional support or resources requested. This on-site role is critical to the senior population, not only by providing resources, but by eliminating the need for transportation which has proven to be a barrier in the past.

PREVENTION AND EARLY INTERVENTION (PEI)

Community Wellbeing

Program staff have begun the outreach and engagement process to community partners for the next round of Community Wellbeing Grants. A virtual Information Night is

Governing Board of Tri-City Mental Health Authority
Rimmi Hundal, Executive Director
Monthly Staff Report of MHSA
January 18, 2023
Page 2

scheduled for February 7, 2023 from 6:00 pm-7:00 pm. This meeting is open to individuals and community organizations in the Tri-City area. Attendees will learn about the Community Wellbeing Grant program and discover how it can support their community. Program staff will also host a Bidder's Conference on February 21, 2023 from 6:00 pm-7:30 pm or February 23, 2023 from 10:00 am -11:30 am. This mandatory meeting is for those who intended to apply for the Community Wellbeing Grants and will include discussions on the application and selection process. For more information, please use this link to our website with specific registration information. [Community Wellbeing Program - Tri-City Mental Health \(tricitymhs.org\)](https://www.tricitymhs.org)

Peer Mentor Program

January is National Mentor Month and program staff will recognize and highlight the peer mentors who diligently serve individuals in this community. National Mentor Month is a campaign dedicated to recognizing mentoring and the impact it can have on people's lives. Whether it's developing employees, supporting young people, or inspiring and preparing college students, mentoring enables people to unleash their full potential by learning from others. This month raises awareness for how one conversation, one experience, and one mentor can change a young person's life.

A presentation for National Mentor Month was made to Tri-City's Mental Health Commission on January 10 which included a transition age youth (ages 16-25) guest speaker who spoke about their own personal experience as a peer mentor.

Stigma Reduction

Program staff are working diligently to promote Tri-City's speakers bureau program, Courageous Minds. Courageous Minds is a program that brings together a small group of individuals who want to impact others by sharing their personal story or life experiences with a mental health condition. Applications are currently being accepted and are available online at bit.ly/CMspeakers. The deadline to submit an application is January 4, 2023.



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

DATE: January 18, 2022

TO: Governing Board of Tri-City Mental Health Center
Rimmi Hundal, Executive Director

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

SUBJECT: Monthly Best Practices Report

NEW COMPLIANCE REQUIREMENTS

Starting January 2023, AB1278 or California Business and Professions Code, Chapter 1 of Division 2 - Article 6.5 (commencing with Section 660), requires physicians to provide notice to clients regarding the Open Payments Database. The Open Payments Database is managed by the Centers for Medicare & Medicaid Services (CMS) and provides information on financial relationships between physicians and medical device, pharmaceutical and other biologic manufacturers. Tri-City has developed a workflow process and an audit structure to meet this requirement.

CERNER TRANSITION

Workflow Processes – The Best Practices Department continues to work in collaboration with a variety of agency departments towards enhancing client care and operational workflow processes, as they intersect with the electronic record. The goal is to continue to optimize protocols that ensure best practices, quality, and compliance, in the system of care.

Data Quality/Quality Monitoring – The Best Practice Department has started to make some significant progress with advancing the data tracking and reporting aspects of the new Electronic Health Record. The Quality Improvement Team is in the process of gathering, cleaning, and analyzing back-end data from the EHR to aid in re-building our clinical data reporting plan, process and structure. Once the team has identified, matched, and verified data elements, we can resume our more regular reporting dashboards and summaries.

Billing Corrections – The Best Practices Department is working closely with the Clinical and Revenue Departments in order to audit claims that have been submitted since the start of the transition, in order to ensure accurate completion and submission for reimbursement.

PROTOCOL DEVELOPMENT

The Best Practices Department has been collaborating with the Clinical Department and the Grants Team to assist with the development of the best practice program protocol for the MHSSA program implementation. This process includes ensuring that the program has a clear protocol that will ensure quality and compliance with program requirements, client care needs, documentation standards, data and outcomes reporting.