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of Pomona,
Claremont and La
Verne.

TRI-CITY MENTAL HEALTH AUTHORITY

AGENDA

GOVERNING BOARD / MENTAL HEALTH COMMISSION REGULAR JOINT MEETING

WEDNESDAY, MAY 17, 2023 AT 5:00 P.M.

Meeting Place: **MHSA Administration Building**
2001 North Garey Avenue, Pomona, CA 91767

To join the meeting on-line click on the following link:

<https://tricitymhs-org.zoom.us/j/89658991509?pwd=eTVmbmM5Q3dnTThoMStNYVVJMng2dz09>
Passcode: awFL+Wy4

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

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. If the matter is an agenda item, you will be given the opportunity to address the legislative body when the matter is considered. If you wish to speak on a matter which is not on the agenda, you will be given the opportunity to do so at the Public Comment section. **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.**

In-person participation: raise your hand when the Governing Board Chair invites the public to speak.

Online participation: you may provide audio public comment by connecting to the meeting online through the zoom link provided; and use the Raise Hand feature to request to speak.

Please note that virtual attendance is a courtesy offering and that technical difficulties shall not require that a meeting be postponed.

Written participation: you may 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.

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 Governing Board less than 72 hours prior to this meeting, are available for public inspection at 1717 N. Indian Hill Blvd., Suite B, in Claremont during normal business hours.

In compliance with the American Disabilities Act, any person with a disability who requires an accommodation in order to participate in a meeting should contact JPA Administrator/Clerk Mica Olmos at (909) 451-6421 at least 48 hours prior to the meeting.

Administrative Office

1717 North Indian Hill
Boulevard, Suite B
Claremont, CA 91711
Phone (909) 623-6131
Fax (909) 623-4073

Clinical Office / Adult

2008 North Garey Avenue
Pomona, CA 91767
Phone (909) 623-6131
Fax (909) 865-9281

Clinical Office / Child & Family

1900 Royalty Drive, Suite 180
Pomona, CA 91767

Phone (909) 766-7340

Fax (909) 865-0730

MHSA Administrative Office

2001 North Garey Avenue
Pomona, CA 91767
Phone (909) 623-6131
Fax (909) 326-4690

Wellness Center

1403 North Garey Avenue
Pomona, CA 91767
Phone (909) 242-7600
Fax (909) 242-7691

GOVERNING BOARD CALL TO ORDER

Chair Leano calls the meeting to Order.

ROLL CALL

Board Members Carolyn Cockrell, Paula Lantz, Wendy Lau, Elizabeth Ontiveros-Cole, and Ron Vera; Vice-Chair John Nolte; and Chair Jed Leano.

MENTAL HEALTH COMMISSION ROLL CALL

GB Liaison Carolyn Cockrell; Commissioners Clarence D. Cernal, Isabella A. Chavez, Nichole Perry, Joan M. Reyes, Twila L. Stephens, and Toni L Watson; Vice-Chair Wray Ryback; and Chair Anne Henderson.

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; MHS Office, 2001 N. Garey Avenue in Pomona; and on the Tri-City's website: <http://www.tricitymhs.org>

PRESENTATION**YOUTH WELLNESS SYMPOSIUM HELD ON APRIL 29, 2023 AT WESTERN UNIVERSITY IN POMONA, FOR 12 - 18 YEAR OLD PERSONS****FRAMEWORK OF COMMUNITY ASSISTANCE, RECOVERY AND EMPOWERMENT (CARE) COURT DESIGNED TO PROVIDE SUPPORT AND CARE TO PEOPLE WITH MENTAL HEALTH AND SUBSTANCE USE DISORDERS****MENTAL HEALTH COMMISSION****1. APPROVAL OF MINUTES – MENTAL HEALTH COMMISSION REGULAR MEETING OF APRIL 11, 2023**

Recommendation: “A motion to approve the Mental Health Commission Minutes of its Regular Meeting of April 11, 2023.”

CONSENT CALENDAR**2. APPROVAL OF MINUTES FROM THE APRIL 19, 2023 GOVERNING BOARD REGULAR MEETING**

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of April 19, 2023.”

3. CONSIDERATION OF RESOLUTION NO. 707 ADOPTING A REVISED JOB DESCRIPTION FOR THE HUMAN RESOURCES ASSISTANT POSITION EFFECTIVE MAY 17, 2023

Recommendation: “A motion to adopt Resolution No. 707 revising the Job Description for the Human Resources Assistant Position, effective May 17, 2023.”

NEW BUSINESS**4. CONSIDERATION OF RESOLUTION NO. 708 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH NATIONAL ALLIANCE OF MENTAL HEALTH GREATER LOS ANGELES COUNTY (NAMI GLAC) TO PROVIDE PEER-LED SUPPORT SERVICES AND EDUCATION CLASSES UNDER TCMHA'S MHSA COMMUNITY SERVICES AND SUPPORTS (CSS) PLAN IN AN AMOUNT NOT-TO-EXCEED \$42,900 BEGINNING JULY 1, 2023 – JUNE 30, 2026**

Recommendation: “A motion to adopt Resolution No. 708 authorizing the Executive Director to execute a MOU with NAMI GLAC for Peer-Led Support Services Classes in an amount not-to-exceed \$42,900 beginning July 1, 2023 – June 30, 2026.”

5. CONSIDERATION OF RESOLUTION NO. 709 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH NATIONAL ALLIANCE OF MENTAL HEALTH GREATER LOS ANGELES COUNTY (NAMI GLAC) TO PROVIDE PRESENTATIONS AND TRAINING ON MENTAL HEALTH UNDER TCMHA MENTAL HEALTH SERVICES ACT (MHSA) PREVENTION AND EARLY INTERVENTION PLAN IN THE AMOUNT \$35,500 BEGINNING JULY 1, 2023 – JUNE 30, 2026

Recommendation: “A motion to adopt Resolution No. 709 authorizing the Executive Director to execute a MOU with NAMI GLAC to provide presentations and training on Mental Health under TCMHA MHSA PEI Plan, in the amount of \$35,500 beginning July 1, 2023 – June 30, 2026.”

- 6. CONSIDERATION OF RESOLUTION NO. 710 AUTHORIZING AMENDMENT NO. 2 FOR THREE YEARS IN THE ADDITIONAL AMOUNT OF \$20,952 TO THE AGREEMENT WITH AIRESRING, INC. FOR NETWORK SERVICES MIGRATION PROJECT, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT**

Recommendation: “A motion adopt Resolution No. 710 authorizing the Executive Director to execute Amendment No. 2 to the Agreement with Airespring, Inc. for Network Services Migration Project in the additional amount of \$20,952 for three years effective May 17, 2023.”

- 7. CONSIDERATION OF RESOLUTION NO. 711 AUTHORIZING AN ADDENDUM TO THE SOFTWARE SERVICES AGREEMENT WITH WELLIGENT FOR THE CONTINUUMCLOUD SUBSCRIPTION RENEWAL IN THE AMOUNT OF \$58,113 FOR ONE YEAR EFFECTIVE JUNE 1, 2023, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE ADDENDUM**

Recommendation: “A motion to adopt Resolution No. 711 authorizing the Executive Director to execute an Addendum to the Software Services Agreement with Welligent for the ContinuumCloud subscription renewal in the amount of \$58,113 for one year effective June 1, 2023.”

MONTHLY STAFF REPORTS

- 8. RIMMI HUNDAL, EXECUTIVE DIRECTOR REPORT**
- 9. DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT**
- 10. LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT**
- 11. SEEYAM TEIMOORI, MEDICAL DIRECTOR REPORT**
- 12. DANA BARFORD, DIRECTOR OF MHSA AND ETHNIC SERVICES REPORT**
- 13. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT**

GOVERNING BOARD / MENTAL HEALTH COMMISSION COMMENTS

Members of the Governing Board or Mental Health Commission 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 or Mental Health Commission Agenda.

PUBLIC COMMENT

The Public may at this time speak regarding any Tri-City Mental Health Authority related issue. No action shall be taken on any item not appearing on the Agenda. The public participating on-line can make a comment by using the 'raised hand' feature. The Chair reserves the right to place limits on duration of comments.

ADJOURNMENT

The next Regular Meeting of the **Mental Health Commission** will be held on **Tuesday, June 13, 2023 at 3:30 p.m.**, in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

The next Regular Meeting of the **Governing Board** will be held on **Wednesday, June 21, 2023 at 5:00 p.m.**, in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

MICAELA P. OLMOS
JPA ADMINISTRATOR/CLERK



1. APPROVAL OF MINUTES – MENTAL HEALTH COMMISSION REGULAR MEETING OF APRIL 11, 2023

This Agenda Item will be distributed by Tuesday, May 16, 2023.



1. APPROVAL OF THE MINUTES FROM THE APRIL 19, 2023 GOVERNING BOARD REGULAR MEETING

This Agenda Item will be distributed by Tuesday, May 16, 2023.



Tri-City Mental Health Authority
AGENDA REPORT

DATE: May 17, 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. 707 Adopting a Revised Job Description for the Human Resources Assistant Position Effective May 17, 2023

Summary:

If an effort to remain competitive in the current employment market and have the ability to attract and qualified and talented candidate pool, Tri-City Mental Health Authority is requesting approval of the revised job description for the Human Resources Assistant classification.

Background:

Attached to this Agenda Report is the edited and final versions of the Human Resources Assistant job description having been revised to include updated position requirements and distinguishing characteristics in comparison to similar agencies with like positions and in alignment with our current Human Resources Department needs. Currently, there are no requested salary changes for the Human Resources Assistant position at this time. The position shall remain on its current pay grade, N4, \$41,923.27 - \$54,500.25/annually.

Fiscal Impact:

There is no fiscal impact for the Human Resources Assistant position as this position is already allocated in the current Fiscal Year 2022-23 budget and will fill a current vacancy.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 707 approving the revised job description of the Human Resources Assistant position, effective May 17, 2023.

Attachments

Attachment 3-A: Resolution No. 707 - Draft

Attachment 3-B: Human Resources Job Description-Rev 05172023 – Draft

Attachment 3-C: Human Resources Job Description-Est. 07182018 – Annotated

RESOLUTION NO. 707

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING A REVISED JOB DESCRIPTION FOR THE HUMAN RESOURCES ASSISTANT POSITION, EFFECTIVE MAY 17, 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 (“TCMHA” or “Authority”) on July 18, 2018, established, through Resolution No. 453, the Human Resources Assistant position, which is an entry level position within the HR Department.

B. The Authority desires to revise the Human Resources Job Description to include updated position requirements and distinguishing characteristics in comparison to similar agencies with like positions, and in alignment with our current Human Resources Department needs.

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

2. Action

The Governing Board approves revising the job description of the Human Resources Assistant position, with its annual Salary Range and Pay Grade remaining the same as follows:

Human Resources Assistant	\$41,923.27 - \$54,500.25	N4
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3. Adoption

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on May 17, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:
STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By: _____

By: _____



HUMAN RESOURCES ASSISTANT

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

FLSA STATUS: Non-Exempt

DEFINITION:

Under close supervision, to perform a wide variety of clerical human resources (HR) functions and services; to serve as primary liaison between departments and the Human Resources Department for the processing of human resources related staff transactions and maintenance of human resources records in relation to recruitment and selection, human resources information systems, classification/compensation, benefits, employee relations, and training and development; and conduct special projects. Perform other duties as required.

DISTINGUISHING CHARACTERISTICS

This classification serves as an entry level position while acquiring the necessary knowledge, skills and abilities to potentially qualify for promotion to the Human Resources Technician classification. Incumbents in this classification are expected to sufficiently perform all essential duties while making independent judgements with consultation from the Senior Human Resources Analyst, Human Resources Technician, Human Resources Analyst and Human Resources Manager. Work is subject to detailed review on an as needed basis. This position provides support to the Human Resources Technician, Human Resources Analyst, Senior Human Resources Analyst and the Human Resources Manager..

The Human Resources Assistant reports on a regular basis to the Human Resources Manager.

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

- Provide confidential administrative services to the Human Resources Department.
- Participate in clerical functions of the Human Resources Department; prepare personnel transaction forms, conduct new hire orientation and prepare related documents, and enter employee data into various data systems.
- Assist staff in preparing recruitments, including but not limited to, coordinating interviews and interview panels, answering questions from applicants and potential candidates, notifying candidates of selection/non-selection via email, attending job fairs, and representing the Human Resources Department at community events, as needed.
- Provide clerical assistance to Human Resources Department staff with regard to leave administration, benefit administration, classification and compensation, recruitment and selection, and Workers' Compensation.

- Assist in performing background and reference checks on all potential candidates.
- Recommends changes and/or updates to the Personnel Rules and Regulations.
- Assist in developing, interpreting and revising human resources policies and procedures and provide a tracking system to ensure that all new or revised policies relating to personnel issues are provided to all staff, and staff acknowledgement pages are signed and filed in each staff personnel file.
- Gather data for salary surveys from surrounding and like agencies, and prepare spreadsheets and reports of information compiled from surveys.
- Participate in the annual benefit renewal and open enrollment process.
- Assist in the development, scheduling, and coordination of training and educational programs for Tri-City staff on a wide variety of subjects.
- Provide assistance to employees regarding benefit administration for the Agency's health and welfare plan including, health, dental, vision, long term disability, life insurance, retirement, and other benefit questions and/or related issues; coordinate the distribution of aforementioned benefit information to employees.
- Maintain and update legal employment postings at all sites. Maintain OSHA300 Log.
- Maintain and track Driver's Authorization Program, including preparing notifications to employees and supervisors/managers when documentation has expired or requires renewal.
- Prepare and disseminate monthly reports to appropriate parties such as evaluations, new hire, separation, and OIG verification report.
- Prepare and disseminate employment verifications.
- Assist in chairing the Agency Employee Retention Group by collecting suggestions from employees on a quarterly basis and presenting recommendations to the Executive Management.
- Assist in creating and facilitating annual Wellness Program events for all employees.
- Copy, file, fax and email related human resources work on behalf of the Human Resources Department.
- Perform other clerical duties as assigned.

QUALIFICATIONS:

Education, Training and Experience:

Two years of clerical or administrative support experience,, preferably with some work experience working in a human resources, personnel and/or payroll capacity performing recruitment and selection, training, benefits, payroll, leave or Workers' Compensation administration, and/or classification and compensation.

Licensure/Registration/Certification:

None required.

Knowledge of:

- Basic knowledge of the principles and practices of public human resources administration.
- Principles and practices of Microsoft Office, database management and report writing.
- Basic knowledge of human resources and/or payroll recordkeeping and standard modern operating office standards.

Ability to:

- Input and retrieve data from a computerized recordkeeping system.
- Perform basic technical and analytical human resources work with oversight.
- Apply technical principles and practices to the development and maintenance of administrative systems and records.
- Ability to multitask and prioritize with close attention to detail, schedules, and deadlines under supervision.
- Use tact and diplomacy in discussing sensitive employee matters and preserve confidentiality.
- Understand and apply pertinent policies, procedures, laws and regulations.
- Analyze situations and apply effective courses of action under supervision.
- Communicate effectively, both verbally and in writing.
- Understand and carry out verbal and written instructions.
- Establish and maintain effective working relationships in the course of business.
- Maintain extensive files and records.

Special Requirements:

- Possess and maintain a current valid California Driver License, a satisfactory driving record, and a properly registered and insured vehicle.
- Receive satisfactory results from a background investigation, which includes fingerprinting; a pre-employment physical examination, which includes a drug/alcohol test; and an administrative review.
- In accordance with California Government Code Section 3100, Tri-City Mental Health Services employees, in the event of a disaster, are considered disaster service workers and may be asked to protect the health, safety, lives, and property of the people of the State.

PHYSICAL STANDARDS:

The position requires prolonged sitting, reaching, twisting, turning, bending, stooping, lifting, and carrying paper and documents weighing up to 30 pounds in the performance of daily activities; body mobility to move from one work area to another, and operate a vehicle; grasping, repetitive hand movement and fine coordination in preparing reports, data entry, and using a computer keyboard; vision sufficient for observing work performed, reading correspondence and reports, statistical data, computer screen and other standard text; and communicating with others on the phone, in person, and in meetings.



HUMAN RESOURCES ASSISTANT

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

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DEFINITION:

Under close supervision, to perform a wide variety of clerical human resources (HR) functions and services; to serve as primary liaison between departments and the Human Resources Department for the processing of human resources related staff transactions and maintenance of human resources records in relation to recruitment and selection, human resources information systems, classification/compensation, benefits, employee relations, and training and development; and conduct special projects. Perform other duties as required.

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This classification serves as an entry level position while acquiring the necessary knowledge, skills and abilities to potentially qualify for promotion to the Human Resources Technician classification. Incumbents in this classification are expected to sufficiently perform all essential duties while making independent judgements with consultation from the Senior Human Resources Analyst, Human Resources Technician, Human Resources Analyst and Human Resources Manager. Work is subject to detailed review on an as needed basis. This position provides support to the Human Resources Technician, Human Resources Analyst, Senior Human Resources Analyst and the Human Resources Manager.

The Human Resources Assistant reports on a regular basis to the Human Resources Manager.

Deleted: ,
Deleted: and the Chief Operations Officer
Deleted: Clerk

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

- Provide confidential administrative services to the Human Resources Department.
- Participate in clerical functions of the Human Resources Department; prepare personnel transaction forms, conduct new hire orientation and prepare related documents, and enter employee data into various data systems.
- Assist staff in preparing recruitments, including but not limited to, coordinating interviews and interview panels, answering questions from applicants and potential candidates, notifying candidates of selection/non-selection via email, attending job fairs, and representing the Human Resources Department at community events, as needed.
- Provide clerical assistance to Human Resources Department staff with regard to leave administration, benefit administration, classification and compensation, recruitment and selection, and Workers' Compensation.

- Assist in performing background and reference checks on all potential candidates.
- Recommends changes and/or updates to the Personnel Rules and Regulations.
- Assist in developing, interpreting and revising human resources policies and procedures and provide a tracking system to ensure that all new or revised policies relating to personnel issues are provided to all staff, and staff acknowledgement pages are signed and filed in each staff personnel file.
- Gather data for salary surveys from surrounding and like agencies, and prepare spreadsheets and reports of information compiled from surveys.
- Participate in the annual benefit renewal and open enrollment process.
- Assist in the development, scheduling, and coordination of training and educational programs for Tri-City staff on a wide variety of subjects.
- Provide assistance to employees regarding benefit administration for the Agency's health and welfare plan including, health, dental, vision, long term disability, life insurance, retirement, and other benefit questions and/or related issues; coordinate the distribution of aforementioned benefit information to employees.
- Maintain and update legal employment postings at all sites. Maintain OSHA300 Log.
- Maintain and track Driver's Authorization Program, including preparing notifications to employees and supervisors/managers when documentation has expired or requires renewal.
- Prepare and disseminate monthly reports to appropriate parties such as evaluations, new hire, separation, and OIG verification report.
- Prepare and disseminate employment verifications.
- Assist in chairing the Agency Employee Retention Group by collecting suggestions from employees on a quarterly basis and presenting recommendations to the Executive Management.
- Assist in creating and facilitating annual Wellness Program events for all employees.
- Copy, file, fax and email related human resources work on behalf of the Human Resources Department.
- Perform other clerical duties as assigned.

QUALIFICATIONS:

Education, Training and Experience:

Two years of clerical or administrative support experience, preferably with some work experience working in a human resources, personnel and/or payroll capacity performing recruitment and selection, training, benefits, payroll, leave or Workers' Compensation administration, and/or

Deleted: at least one year of which consisted of working

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Deleted: Clerk

classification and compensation.

Licensure/Registration/Certification:

None required.

Knowledge of:

- Basic knowledge of the principles and practices of public human resources administration.
- Principles and practices of Microsoft Office, database management and report writing.
- Basic knowledge of human resources and/or payroll recordkeeping and standard modern operating office standards.

Ability to:

- Input and retrieve data from a computerized recordkeeping system.
- Perform basic technical and analytical human resources work with oversight.
- Apply technical principles and practices to the development and maintenance of administrative systems and records.
- Ability to multitask and prioritize with close attention to detail, schedules, and deadlines under supervision.
- Use tact and diplomacy in discussing sensitive employee matters and preserve confidentiality.
- Understand and apply pertinent policies, procedures, laws and regulations.
- Analyze situations and apply effective courses of action under supervision.
- Communicate effectively, both verbally and in writing.
- Understand and carry out verbal and written instructions.
- Establish and maintain effective working relationships in the course of business.
- Maintain extensive files and records.

Special Requirements:

- Possess and maintain a current valid California Driver License, a satisfactory driving record, and a properly registered and insured vehicle.
- Receive satisfactory results from a background investigation, which includes fingerprinting; a pre-employment physical examination, which includes a drug/alcohol test; and an administrative review.
- In accordance with California Government Code Section 3100, Tri-City Mental Health Services employees, in the event of a disaster, are considered disaster service workers and may be asked to protect the health, safety, lives, and property of the people of the State.

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The position requires prolonged sitting, reaching, twisting, turning, bending, stooping, lifting, and carrying paper and documents weighing up to 30 pounds in the performance of daily activities; body mobility to move from one work area to another, and operate a vehicle; grasping, repetitive hand movement and fine coordination in preparing reports, data entry, and using a computer keyboard; vision sufficient for observing work performed, reading correspondence and reports, statistical data, computer screen and other standard text; and communicating with others on the phone, in person, and in meetings.



Tri-City Mental Health Authority
AGENDA REPORT

DATE: May 17, 2023

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Dana Barford, MHSA Director and Ethnic Services

SUBJECT: Approval of Resolution No. 708 Authorizing the Executive Director to Execute a Memorandum of Understanding with National Alliance of Mental Health Greater Los Angeles County (NAMI GLAC) to Provide Peer-Led Support Services and Education Classes under TCMHA's MHSA Community Services and Supports (CSS) Plan in an Amount Not-To-Exceed \$42,900, beginning July 1, 2023 – June 30, 2026

Summary:

Staff is requesting that the Governing Board approve a Memorandum of Understanding (MOU) with the National Alliance of Mental Illness Greater Los Angeles County (NAMI GLAC) to continue to provide peer-led support services and education classes.

Background:

Since 2011, Tri-City has partnered with NAMI Pomona Valley under Tri-City's Mental Health Services Act (MHSA) Community Services and Supports (CSS) Plan to provide peer led support services in the form of support groups by trained NAMI PV volunteers throughout the Tri-City area in addition to providing education classes. The trained NAMI GLAC volunteers provide monthly support groups and multi-week education classes with the intention of expanding the outreach and engagement to unserved and underserved community members.

Change in Term of the MOU:

The term of the MOU has been revised/extended from a one-year term to a three-year term. However, the original funding allocation of \$14,300 per year will remain the same. The total amount **not-to-exceed** Forty-Two Thousand, Nine Hundred (\$42,900) over three (3) fiscal years. The activities of this PROJECT shall commence on July 1, 2023 and continue through completion, no later than June 30, 2026.

This program was made part of the MHSA Three-Year Program and Expenditure Plan FY 2023-24 – FY 2025-26 and was approved by the Governing Board on April 19, 2023.

**Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 708 Authorizing the Executive Director to Execute a
Memorandum of Understanding with National Alliance of Mental Health Greater Los
Angeles County (NAMI GLAC) to Provide Peer-Led Support Services and Education
Classes under TCMHA's MHS Community Services and Supports (CSS) Plan in an
Amount Not-To-Exceed \$42,900, beginning July 1, 2023 – June 30, 2026**

May 17, 2023

Page 2

Fiscal Impact:

As approved in the MHS Community Services and Support (CSS) Plan in an Amount Not-To-Exceed \$42,900, beginning July 1, 2023 – June 30, 2026, the total amount of \$14,300 (annually)/\$42,900 (over 3 years) will be funded 100% by MHS Community Services and Support (CSS) funds.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 708 authorizing the Executive Director to execute a MOU with NAMI GLAC for Peer-Led Support Services Classes in an amount not-to-exceed \$42,900 beginning July 1, 2023 – June 30, 2026.

Attachments

Attachment 4-A: Resolution No. 708 - Draft

Attachment 4-B: TCMHA and NAMI GLAC MOU for Peer-Led Support Services
Classes under CSS Plan - Draft

RESOLUTION NO. 708

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MOU WITH THE NATIONAL ALLIANCE OF MENTAL ILLNESS GREATER LOS ANGELES COUNTY TO PROVIDE PEER-LED SUPPORT SERVICES AND EDUCATION CLASSES UNDER TCMHA’S MHSA COMMUNITY SERVICES AND SUPPORTS (CSS) PLAN IN AN AMOUNT NOT-TO-EXCEED \$42,900, BEGINNING JULY 1, 2023 – JUNE 30, 2026

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

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

A. Tri-City Mental Health Authority (“TCMHA” or “Authority”), desires to approve a Memorandum of Understanding (MOU) with the National Alliance of Mental Illness Greater Los Angeles County (NAMI GLAC) to continue to provide peer-led support services and education classes under its Mental Health Services (MHSA) Community Services and Supports (CSS) Plan.

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

C. The Authority shall fund annually \$14,300, in an amount not-to-exceed Forty-Two Thousand Nine Hundred (\$42,900) over three (3) fiscal years, allocated under its MHSA Three-Year Program and Expenditure Plan FY 2023-24 – FY 2025-26, which was adopted by the Governing Board during its April 19, 2023 meeting.

2. Action

The Authority’s Executive Director is authorized to enter into, and execute, a MOU with NAMI GLAC in the amount not-to-exceed of \$42,900, effective July 1, 2023 through June 30, 2026.

3. Adoption

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on May 17, 2023, by the following vote:

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

JED LEANO, CHAIR

APPROVED AS TO FORM:
STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By: _____

By: _____

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
TRI-CITY MENTAL HEALTH AUTHORITY
AND
NATIONAL ALLIANCE ON MENTAL ILLNESS GREATER LOS ANGELES COUNTY
FOR COMMUNITY SERVICES AND SUPPORTS (CSS)/ WELLNESS CENTER**

This MEMORANDUM OF UNDERSTANDING (MOU) is by and between National Alliance on Mental Illness Greater Los Angeles County (NAMI GLAC or Recipient, a 501(c)(3) organization organized under the laws of the State of California with its principal office of operations at 233 West Harrison, Claremont, CA 91711; and Tri-City Mental Health Authority (Tri-City), 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.

WHEREAS, Tri-City has received approval from the California Department of Health Care Services (DHCS) to implement a Community Services and Supports (CSS) Plan; and

WHEREAS, Tri-City is willing to contract with NAMI GLAC, a community based organization (CBO), to provide services on an existing program (CSS-Wellness Center) that was approved, under the CSS Plan as part of the Mental Health Services Act (MHSA) Annual Expenditure Plan for Fiscal Year 2022-23, by Tri-City Mental Health Authority Governing Board at its April 20, 2022 meeting for the purpose of providing trained NAMI GLAC volunteers to provide peer-led support groups throughout the Tri-City area.

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed, and in consideration of the mutual benefits to be derived there from, the parties hereby mutually agree as follows:

1. **SCOPE OF PROJECT:** Recipient shall perform the activities as described in the Scope of Work is attached hereto as Exhibit A and made a part of this MOU, and is hereafter referred to as “PROJECT.”
2. **PRINCIPAL SUPERVISOR:** PROJECT shall be under the supervision of Traute Winters, Executive Director of NAMI GLAC, who shall serve as Principal Supervisor. If for any reason the Principal Supervisor shall be unable to continue to serve and a successor acceptable to both parties is not available, this MOU shall be terminated as hereafter provided.
3. **PERIOD OF PERFORMANCE:** The activities of PROJECT shall commence on July 1, 2023 and continue through completion, not later than June 30, 2026. This period will be subject to modification or renewal only by mutual written agreement of the parties hereto. To the extent this MOU is subject to renewal or modification for a subsequent period, the parties hereto shall use their best efforts to execute the MOU for the subsequent period prior to the end of the current period.
4. **PAYMENT OF COSTS:** In consideration of Recipient’s performance hereunder, Tri-City agrees to support Recipient’s costs incurred conducting the activities of PROJECT, in the total amount not-to-exceed Forty-two Thousand, Nine Hundred (\$42,900) over three (3) fiscal years. Fourteen Thousand Three Hundred Dollars (\$14,300) (without the written authorization of Tri-City) will be available each fiscal year. The total maximum amount of \$14,300/fiscal year may be utilized for the following activities and distributed as follows:

A. Support Groups

- a. Spanish Family Support Groups-\$297.91 would be paid **monthly**, provided a minimum of 1 Spanish Family Support Group is held during the month (with a minimum of three attendees).
- b. Spanish Peer Support Group-\$297.91 would be paid **monthly**, provided a minimum of 1 Spanish Peer Support Group is held during the month (with a minimum of three attendees).
- c. English Family Support Group-\$297.91 would be paid **monthly**, provided a minimum of 1 English Family Support Group is held during the month (with a minimum of three attendees).
- d. English Peer Support Group-\$297.91 would be paid **monthly**, provided a minimum of 1 English Peer Support Group is held during the month (with a minimum of three attendees).

B. Education Classes

- a. Spanish Family to Family Education Classes-A total maximum of \$2,750 will be paid, for each 12-week or 8-week course session that is completed (with a minimum of three attendees).
- b. Spanish Basic Education Classes-A total maximum of \$2,750 will be paid, for each 6-week course session completed (with a minimum of three attendees).
- c. English Basic Education Classes-A total maximum of \$2,750 will be paid, for each 6-week course session completed (with a minimum of three attendees).
- d. English Family to Family Education Class-a total maximum of \$2,750 would be paid, for each 12-week or 8-week course session completed (with a minimum of three attendees).
- e. English Peer to Peer Class-a total maximum of \$2,750 would be paid, for each 8-week course session completed (with a minimum of three attendees).

Payment will be made within fifteen (15) days upon receipt of an invoice detailing costs incurred, in addition to sign-in sheets and surveys for each class. Payments will be based on attainment of the work plan and completion of services set forth in Exhibit A.

Payments due under the MOU shall be made payable to NAMI Greater Los Angeles County, and shall be mailed to:

NAMI Greater Los Angeles County
3600 Wilshire Blvd Ste 1804
Los Angeles, California 90010
ATTN: Traute Winters, Executive Director

5. **POLICIES AND PROCEDURES:** The PROJECT conducted hereunder shall be performed in accordance with the policies and procedures of Recipient.
6. **SPECIAL FUNDING PROVISIONS.** This PROJECT is funded by California Mental Health Services Act funds. As such, the use of the funds is subject to certain obligations and limitations that are set forth in Exhibit B and made a part of this MOU. PROJECT covenants and agrees to comply with the provisions of Exhibit B.

7. **TERMINATION:** Performance under this MOU may be terminated by either party upon thirty (30) days written notice to the authorized personnel listed in the notices section of this Memorandum of Understanding. Upon termination by Tri-City, Recipient will be entitled to retain sufficient funds to reimburse it for all costs and non-cancelable commitments incurred in performance of the MOU prior to the date of termination in an amount not to exceed the total commitment set forth in Paragraph 4. Upon termination by Recipient, all costs and non-cancelable commitments incurred thereafter will be the responsibility of Recipient. Recipient will return any unused funds to Tri-City within three (3) months of the written notice of termination.
8. **INDEMNIFICATION:** Recipient shall indemnify, defend and hold harmless Tri-City, its officers, employees, representatives, and agents from and against any and all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the Recipient's negligent acts, willful misconduct, or omissions arising from, or alleged to arise from, or related to, performance hereunder or its failure to comply with any of its obligations contained in the Memorandum of Understanding, except such loss or damage which was caused by the sole negligence or willful misconduct of Tri-City
9. **USE OF NAMES:** Recipient shall not employ or use the name of Tri-City in any promotional materials, advertising, or in any other manner without the prior express written permission of Tri-City, except that Tri-City and Recipient may, during the term of this Memorandum of Understanding or thereafter state that Tri-City is sponsoring, or has sponsored, the PROJECT.
10. **NOTICES:** Any notice given under this MOU shall be in writing to the individuals below and shall be deemed delivered three (3) days after deposit in the United States mail, certified or registered, postage prepaid, and addressed to the parties as follows:

NAMI: NAMI Greater Los Angeles County
3600 Wilshire Blvd Ste 1804
Los Angeles, California 90010
Traute Winters, Executive Director
(424) 542-5689
E-Mail: twinters@namiglac.org

Tri-City: Tri-City Mental Health Authority
1717 N. Indian Hill Boulevard #B
Claremont, CA 91711-2788
Attn: Rimmi Hundal, Ex Director
(909) 623-6131
E-Mail: rhundal@tricitymhs.org

11. **INDEPENDENT PARTIES:** For purpose of this MOU, the parties hereto shall be independent contractors and shall at all times be considered neither an agent nor employee of the other. No joint venture, partnership, or like relationship is created between the parties by this MOU. Tri-City and Recipient are independent legal entities and none have any authority to act for, or on behalf of, or bind another to, any contract, without the other's written approval or except as otherwise expressly set forth in this MOU.
12. **ASSIGNMENTS:** This MOU shall be binding upon and inure to the benefit of the parties hereto, and may be assigned only to the successors of these parties. Any other assignment by either party without prior written consent of the other party shall be void.

13. OWNERSHIP: Title to any equipment purchased or manufactured in performance of the PROJECT funded under this MOU shall vest with Tri-City, however, at the end of the contract, Recipient will have an option to purchase said equipment at the depreciated value.
14. FORCE MAJEURE: Recipient shall not be liable for any failure to perform as required by this MOU, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortages, disease, or similar occurrences.
15. SEVERABILITY: In the event that a court of competent jurisdiction holds any provision of this MOU to be invalid, such holding shall have no effect on the remaining provisions of this MOU, and they shall continue in full force and effect.
16. GOVERNING LAW: The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for mediation, arbitration and/or actions arising out of this MOU shall be in Los Angeles County, California.
17. AUTHORITY: Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.
18. ENTIRE MOU: Unless otherwise specified herein, this MOU embodies the entire understanding of the parties for this PROJECT and any prior contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this MOU including, without limitation, changes in the activities of the PROJECT, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of both parties. If any provisions stated in the MOU, resulting purchase orders, and the project proposal are in conflict, the order of precedence, from first to last shall be: (a) Exhibit B, (b) MOU, (c) other Exhibits, (d) the project proposal, and (e) the purchase order, it being understood and agreed that any purchase order or similar document issued by Recipient will be for the sole purpose of establishing a mechanism for payment of any sums due and owing hereunder. Notwithstanding any terms and conditions contained in said purchase order, the purchase order will in no way modify or add to the terms of this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF UNDERSTANDING by their duly authorized officers or representatives as of the latest date set forth below.

TRI-CITY MENTAL HEALTH AUTHORITY

NAMI GREATER LOS ANGELES COUNTY

By: _____
Rimmi Hundal, Executive Director

By: _____
Traute Winters, Executive Director

Dated: _____

Dated: _____

EXHIBIT A

SCOPE OF WORK

1. **Project Name:** CSS/Wellness Center Support Groups and Education Classes
2. **Purpose:** The purpose of the NAMI GLAC Wellness Center CSS Groups and Classes are to continue to provide peer-led support services by trained NAMI GLAC volunteers throughout the Tri-City area. Funded under the Community Services and Supports Plan (CSS), NAMI GLAC will provide trained NAMI GLAC volunteers to facilitate peer-led support groups throughout the Tri-City area.
3. **Brief Summary of the Project:** With the intention of expanding the outreach and engagement of the unserved and underserved community members, trained NAMI GLAC volunteers will provide monthly support groups and multi-week education classes within the performance period. Education classes will have a minimum of three attendees. Best efforts will be used to provide Spanish language support groups and education classes.
 - A. Monthly Support Groups:
 - a) Spanish Family Support Group
 - b) Spanish Peer Support Group
 - c) English Family Support Group
 - d) English Peer Support Group
 - B. Multi-Week Education Classes:
 - a) Spanish Family to Family Education Classes (12-Week or 8-Week Course Sessions)
 - b) Spanish Basics Education Class (6-Week Course Sessions)
 - c) English Basics Education Class (6-Week Course Sessions)
 - d) English Family to Family Education Classes (12-Week or 8-Week Course Sessions)
 - e) English Peer to Peer Class (8-Week Course Sessions)
4. **Work Plan and Timeline:**
 - A. Timeframe for project –Fiscal Year July 1, 2023 to June 30, 2026
 - B. NAMI GLAC will provide monthly support groups and multi-week education classes within the performance period.
 - C. Invoices submitted to Tri-City Mental Health Authority for each presentation shall include:
 - a) Sign-in sheets for each presentation (with a minimum of three attendees)
 - b) Surveys
 - c) Where applicable, but not limited to, time sheets, copies of invoices, signed statements by persons performing the work, or other documentation as deemed appropriate to support invoices by Recipient to Tri-City.
5. **Estimated budget:**
 - A. Upon receipt of invoice, sign-in sheets and surveys verifying the groups/classes (with a minimum of three attendees) will be reimbursed at as follows:
 - a) Monthly Support Groups (as noted above) shall be paid at a monthly rate as specified in the Memorandum of Understanding
 - b) Multi-Week Education Classes (as noted above) shall be paid per each education course completion.

6. Other Requirements:

- A. The Executive Director of NAMI GLAC (or representative) will make best efforts to attend monthly Commission meetings and participate in MHSA Stakeholder meetings.
- B. Contractor/NAMI GLAC shall provide evidence of its capacity to provide culturally competent trainings to culturally diverse participants.
- C. Trainings provided by Contractor/NAMI GLAC shall be staffed with personnel who can communicate in participants preferred language, or Contractor shall provide interpretation services.
- D. Contractor/NAMI GLAC is responsible for providing evidence of cultural competence trainings attended by all NAMI GLAC training staff. If Contractor/NAMI GLAC is unable to provide said training, training staff must arrange to participate in a minimum of two cultural competence trainings per year provided by Tri-City Mental Health.

DRAFT

EXHIBIT B

MENTAL HEALTH SERVICES ACT CONTRACT PROVISIONS

1. Compliance

In performance of this agreement, NAMI GLAC (RECIPIENT) will fully comply with:

- a) The provisions of the Mental Health Services Act and all applicable regulations, related statutes, directives, policies, procedures and amendments.
- b) State of California, Department of General Services, Terms and Conditions which can be accessed at <http://www.documents.dgs.ca.gov/ol/GTC-307.doc>.

If, at any point during the duration of this Agreement, Tri-City Mental Health Authority (Tri-City) determines that RECIPIENT is out of compliance with any provision in this Agreement, Tri-City may request a plan of correction, after providing RECIPIENT with written notification and the basis for the finding of noncompliance.

This agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between Tri-City and the RECIPIENT. The RECIPIENT represents and warrants it is free to enter into and fully perform this agreement.

2. Certification / Assurances

Except as otherwise indicated, the following certifications apply to the RECIPIENT:

- a) Unenforceable Provision: In the event that any provision of this agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be affected hereby.
- b) Indemnification: Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

3. Standards of Conduct

The following standards apply to the RECIPIENT:

- a) Every reasonable course of action will be taken by the RECIPIENT in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain.
- b) An executive or employee of the RECIPIENT or an elected official of a RECIPIENT, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by Tri-City. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No member of a RECIPIENT's Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

- c) Tri-City, by written notice to the RECIPIENT, may terminate the right of the RECIPIENT to proceed under this Agreement if it is found, after notice and hearing by Tri-City, that gratuities were offered or given by the RECIPIENT or any agent or representative of the RECIPIENT to any officer or employee of Tri-City with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such Agreement, provided that the existence of the facts upon which Tri-City makes such findings that shall be an issue may be reviewed in any competent court.

In the event this Agreement is terminated as provided in the paragraph above, Tri-City shall be entitled:

- (a) to pursue the same remedies against the RECIPIENT as it could pursue in the event of the breach of the Agreement by the RECIPIENT, and
- (b) as a predetermined amount of liquidated damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three times the cost incurred by the RECIPIENT in providing any such gratuities to any such officer or employee.

The rights and remedies of Tri-City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The RECIPIENT warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the RECIPIENT, for the purpose of securing business. For breach or violation of this warranty, Tri-City shall have the right to annul this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

4. Subcontracting

The RECIPIENT certifies that:

- a) Any of the work or services specified in this agreement which will be performed by other than the RECIPIENT will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b) The RECIPIENT will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
- c) The system for awarding contracts will contain safeguards to insure that the RECIPIENT does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds.
- d) Subcontractors will comply with the Confidentiality requirements set forth in provision 10 of this Agreement.

5. Insurance

The RECIPIENT hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term:

- a) Sufficient and adequate Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement and agrees to furnish to Tri-City satisfactory evidence thereof at any time Tri-City may request the same; and,
- b) Sufficient and adequate Liability Insurance to cover any and all potential liabilities and agrees to furnish to Tri-City satisfactory evidence thereof upon request by the Tri-City.

6. Amendments

This Agreement may be unilaterally modified by Tri-City only under any of the following circumstances:

- a) There is a change in state law or regulation requiring a change in the provisions of this agreement.

7. Reporting

The RECIPIENT will compile and submit reports of services, activities, performance attainment, expenditures, status of cash and closeout information by the specified dates as prescribed by Tri-City in regulations, directives, and policies. Failure to adhere to the specified reporting requirements may result in funds not being released.

8. Records

- a) The RECIPIENT will retain all records pertinent to this Agreement for a period of five (5) years from the date of expiration of this Agreement. If, at the end of five (5) years, there is litigation or an audit involving those records, the RECIPIENT will retain the records until the resolution of such litigation or audit.
- b) Tri-City or its designee will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this Agreement. For purposes of this section, "access to" means that the RECIPIENT shall at all times maintain a complete set of records and documents related to programs funded by this agreement and shall make these records available to Tri-City or their designee in a central location. The RECIPIENT's performance under the terms and conditions herein specified will be subject to an evaluation by Tri-City of the adequacy of the services performed, timeliness of response and a general impression of the competency of the RECIPIENT and its staff.

9. Audits

- a) From time to time, Tri-City may inspect the facilities, systems, books and records of the RECIPIENT to monitor compliance with this Agreement. The RECIPIENTS shall promptly remedy any violation of any provision of this Agreement and shall certify the same to Tri-City in writing. The fact that Tri-City inspects, or fails to inspect, or has the right to inspect, the RECIPIENT's facilities, systems and procedures does not relieve the RECIPIENTS of its responsibilities to comply with this Agreement. Tri-City's failure to detect or detection, but failure to notify the RECIPIENT or require the RECIPIENT's remediation of any unsatisfactory practice, does not constitute acceptance of such practices or a waiver of Tri-City's enforcement rights under this Agreement.
- b) The RECIPIENT will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors.

- c) The RECIPIENT and/or auditors performing monitoring or audits of the RECIPIENT or its sub-contracting service providers will immediately report to Tri-City any incidents of fraud, abuse or other criminal activity in relation to this agreement, the MHSA, or its regulations.

10. Confidentiality Requirements

Acknowledging the RECIPIENT's continuing obligation to follow existing legal mandates regarding protection and/or release of information maintained by the RECIPIENT, the following Confidentiality Requirements apply:

A. General Requirements:

- a) The RECIPIENT will not disclose data or documents or disseminate the contents of the final or any preliminary report without express permission of Tri-City.
- b) Permission to disclose information or documents on one occasion or at public hearings held by Tri-City relating to the same shall not authorize the RECIPIENT to further disclose such information or documents on any other occasions.
- c) The RECIPIENT will not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this Agreement, or Tri-City's actions on the same, except to Tri-City's staff, the RECIPIENT's own personnel involved in the performance of this Agreement, at a public hearing, or in response to the questions from a legislative committee.
- d) If requested by Tri-City, the RECIPIENT shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by Tri-City and shall supply Tri-City with evidence thereof.
- e) Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.
- f) After any data or documents submitted has become a part of the public records of Tri-City, the RECIPIENT may, if it wishes to do so, at its own expense and upon approval by Tri-City, publish or utilize the same but shall include the following legend:

LEGAL NOTICE: This report was prepared as an account of work sponsored by the Department of Health Care Services, but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department Director at P.O. Box 997413, MS 0000 Sacramento, California, 95899-7413. Neither said Department nor the State of California, nor any officer or employee thereof, or Tri-City Mental Health Center make any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

- g) "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables,

mathematical models, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

- h) "Proprietary data" is such data as the RECIPIENT has identified in a satisfactory manner as being under Recipient's control prior to commencement of performance of this Agreement and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Agreement is commenced.
 - i) "Generated data" is that data, which a RECIPIENT has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the RECIPIENT in the performance of this Agreement at RECIPIENTS expense, together with complete documentation thereof shall be treated in the same manner as generated data.
 - j) "Deliverable data" is that data which under terms of this Agreement is required to be delivered to Tri-City. Such data shall be property of Tri-City.
 - k) "Generated data" shall be the property of Tri-City unless and only to the extent that it is specifically provided otherwise herein.
 - l) The title to the Recipient's proprietary data shall remain in the Recipient's possession throughout the term of this Agreement and thereafter. As to generated data which is reserved to the RECIPIENT by express terms of this Agreement and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, the RECIPIENT shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at the Recipient's own expense for a period of not less than three years after receipt by Tri-City of the final report or termination of this Agreement and any and all amendments hereto, or for three years after the conclusion or resolution of any and all audits or litigation relevant to this Agreement, whichever is later.
 - m) Prior to the expiration of such time and before changing the form of or destroying any such data, the RECIPIENT shall notify Tri-City of any such contemplated action; and Tri-City may within 30 days after said notification determine whether it desires said data to be further preserved and, if Tri-City so elects, the expense of further preserving said data shall be paid for by Tri-City. The RECIPIENT agrees that Tri-City shall have unrestricted reasonable access to the same during said three-year period and throughout the time during which said data is preserved in accordance with this Agreement, and the RECIPIENT agrees to use best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.
 - n) Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.
- B. Confidentiality Requirements relating to the Health Insurance Portability and Accountability Act (HIPAA)-The Parties agree that no information or services subject to HIPAA form part of the services to be provided under this Agreement. The RECIPIENT agrees not to use any portion of the funds received under this Agreement for purposes that would be subject to HIPAA requirements.



Tri-City Mental Health Authority
AGENDA REPORT

DATE: May 17, 2023

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Dana Barford, MHSA Director and Ethnic Services

SUBJECT: Consideration of Resolution No. 709 Authorizing the Executive Director to Execute the Memorandum of Understanding with National Alliance of Mental Health Greater Los Angeles County (NAMI GLAC) to Provide Presentations and Training on Mental Health under Tri-City’s Mental Health Services Act (MHSA) Prevention and Early Intervention Plan in the Amount of \$35,500 Beginning July 1, 2023 – June 30, 2026

Summary:

Staff is requesting that the Governing Board approve a Memorandum of Understanding (MOU) with the National Alliance of Mental Illness Greater Los Angeles (NAMI GLAC) to continue to provide trainings for the purpose of increasing awareness among teachers, staff, parents and students regarding the prevention and early intervention of mental disorders, and to decrease stigma and increase compassion for those who may be showing symptoms of early onset mental illness in the Tri-City schools located in the Cities of Claremont, La Verne, and Pomona.

Background:

Since 2011, Tri-City has partnered with NAMI GLAC under Tri-City’s Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) plan to provide training in schools located in the cities of Claremont, La Verne and Pomona. The original program budget provided funding to NAMI GLAC to support their community capacity building programs which included the “Parents and Teachers as Allies” program. In July 2019, Parents and Teachers as Allies (PTAA) was replaced by a more comprehensive training called Ending the Silence (ETS), which included the same components as PTAA as well as a component dedicated to training students to recognize early warning signs of mental illness.

As a result of the impact of COVID-19 and the limited access of school personnel, parents and students, and an increase in requests for more general training on mental health, NAMI GLAC introduced an expansion to their ETS program. In April of 2021, stakeholders unanimously agreed to add NAMI 101 to the existing Ending the Silence program thereby creating two training options for community members.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 709 Authorizing the Executive Director to Execute the Memorandum of Understanding with National Alliance of Mental Health Greater Los Angeles County (NAMI GLAC) to Provide Presentations and Training on Mental Health under Tri-City's Mental Health Services Act (MHSA) Prevention and Early Intervention Plan in the Amount \$35,500 Beginning July 1, 2023 – June 30, 2026
May 17, 2023
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In FY 2021-22 this program focused on building and reestablishing relationships within the community and school districts. The addition of NAMI 101 to their scope of work has allowed them to meet the mental health awareness needs more specifically of both the community and school staff and students. However, the continued challenges with loss of staff as well as lack of interest on the part of the school districts to schedule these trainings, NAMI has continued to struggle to expend their allotted funds.

Therefore, NAMI Greater Los Angeles County (GLAC) and Tri-City Mental Health have agreed to amend this program's funding structure to extend the time to expend the \$35,500 from a 12-month period to a three-year period. The goal for this adjustment is to allow NAMI to have a longer period to expend these funds while providing Tri-City the option to reallocate the unused dollars to other PEI programs.

Change in Term of the MOU:

The term of the MOU has been revised/extended from a one-year term to a three-year term. The funding allocation of \$35,500 will now be allocated every three years instead of annually. The activities of this PROJECT shall commence on July 1, 2023, and continue through completion, no later than June 30, 2026.

Fiscal Impact:

As approved in the MHSA Three-Year Program and Expenditure Plan FY 2023-24 – FY 2025-26, the total amount of \$35,500 over 3 years will be funded 100% by MHSA Prevention and Early Intervention funds.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 709 approving the MOU with NAMI GLAC to provide presentations and training on Mental Health under TCMHA MHSA PEI Plan, in the amount of \$35,500 beginning July 1, 2023 – June 30, 2026.

Attachments:

Attachment 5-A: Resolution No. 709 - DRAFT

Attachment 5-B: TCMHA and NAMI GLAC MOU to provide presentations and Training on Mental Health under PEI Plan - Draft

RESOLUTION NO. 709

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MOU WITH THE NATIONAL ALLIANCE OF MENTAL ILLNESS GREATER LOS ANGELES COUNTY TO PROVIDE PRESENTATIONS AND TRAINING ON MENTAL HEALTH UNDER TCMHA'S MENTAL HEALTH SERVICES ACT (MHSA) PREVENTION AND EARLY INTERVENTION PLAN IN THE AMOUNT \$35,500 BEGINNING JULY 1, 2023 – JUNE 30, 2026

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

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

A. Tri-City Mental Health Authority ("TCMHA" or "Authority"), desires to approve a Memorandum of Understanding (MOU) with the National Alliance of Mental Illness Greater Los Angeles County (NAMI GLAC) to support their community capacity building programs through presentations and training on mental health, including "Ending the Silence" (ETS) and NAMI 101.

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

C. The Authority shall provide \$35,500 in PEI funds, allocated in its Mental Health Services Act (MHSA) Three-Year Program and Expenditure Plan for FY 2023-24 – FY 2025-26, which was adopted by the Governing Board during its April 19, 2023 meeting.

2. Action

The Authority's Executive Director is authorized to enter into, and execute, a MOU with NAMI GLAC in the amount of \$35,500, effective July 1, 2023 through June 30, 2026.

3. Adoption

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on May 17, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:
STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By:_____

By:_____

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
TRI-CITY MENTAL HEALTH AUTHORITY AND
NATIONAL ALLIANCE ON MENTAL ILLNESS GREATER LOS ANGELES COUNTY
FOR ENDING THE SILENCE & NAMI 101 PROGRAMS**

This MEMORANDUM OF UNDERSTANDING is by and between National Alliance on Mental Illness Greater Los Angeles County (NAMI GLAC), formerly known as NAMI Pomona Valley (NAMI PV), a 501(c)(3) organization organized under the laws of the State of California with its principal office of operations at 233 West Harrison, Claremont, California 91711 and Tri-City Mental Health Authority (Tri-City), 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.

WHEREAS, Tri-City has received approval from the California Department of Health Care Services (DHCS) Health to implement a Community Capacity and Wellbeing (CCW) program as defined in Tri-City's Prevention and Early Intervention (PEI) Plan; and

WHEREAS, Tri-City is willing to contract with NAMI GLAC, a community-based organization (CBO), to provide presentations and support through two programs named, Ending the Silence and NAMI 101, which were approved, under the PEI Plan as part of the Mental Health Services Act (MHSA) Annual Expenditure Plan for Fiscal Year 2022-23, by Tri-City Mental Health Authority Governing Board at its April 20, 2022 meeting, for the purpose of increasing awareness among teachers, staff, parents and students regarding the prevention and early intervention of mental disorders, and to decrease stigma and increase compassion for those who may be showing symptoms of early onset mental illness in the Tri-City school districts-Pomona Unified School District, Bonita Unified School District, and Claremont Unified School District, including the private schools.

WHEREAS, Tri-City is willing to contract with NAMI GLAC to provide services as required by the approved CCW program in accordance with its budget, in consideration of the terms and conditions of this MOU;

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed, and in consideration of the mutual benefits to be derived there from, the parties hereby mutually agree as follows:

1. **SCOPE OF PROJECT:** Recipient shall perform the activities as described in the Scope of Work attached hereto as Exhibit A and made a part of this MOU, and is hereafter referred to as "PROJECT."
2. **PRINCIPAL SUPERVISOR:** PROJECT shall be under the supervision of Traute Winters, Executive Director of NAMI GLAC, who shall serve as Principal Supervisor. If for any reason the Principal Supervisor shall be unable to continue to serve and a successor acceptable to both parties is not available, this MOU shall be terminated as hereafter provided.
3. **PERIOD OF PERFORMANCE:** The activities of PROJECT shall commence on July 1, 2023 and are expected to continue through June 30, 2026. This period will be subject to modification or renewal only by mutual written agreement of the parties hereto. To the extent this MOU is subject to renewal or modification for a subsequent period, the parties hereto shall use their best efforts to execute the MOU for the subsequent period prior to the end of the current period.

4. NAMI GLAC will provide a minimum of four Ending the Silence and NAMI 101 presentations at each of the respective school districts, within the performance period including as follows:
 - 1) Minimum of two (2) ENDING THE SILENCE trainings and a minimum of two (2) NAMI 101 trainings for Bonita Unified School District (BUSD), for a total four (4) trainings.
 - 2) Minimum of two (2) ENDING THE SILENCE trainings and a minimum of two (2) NAMI 101 trainings for Claremont Unified School District (CUSD), for a total of four (4) trainings.
 - 3) Minimum of two (2) ENDING THE SILENCE trainings and a minimum of two (2) NAMI 101 trainings for Pomona Unified School District (PUSD), for a total of four (4) trainings.
 - 4) Minimum of two (2) ENDING THE SILENCE trainings and a minimum of two (2) NAMI 101 trainings for a total of four (4) trainings to be provide at private schools within the three cities.
 - 5) Additionally, both Ending the Silence and NAMI 101 presentations shall be made available in Spanish at least two times per year.

5. PAYMENT OF COSTS: In consideration of Recipient's performance hereunder, Tri-City agrees to support Recipient's costs incurred conducting the activities of PROJECT, in the amount of not-to-exceed Thirty-Five Thousand Five Hundred Dollars (\$35,500.00) over three (3) fiscal years (FY 2023-26), which will include payments for Ending the Silence and NAMI 101 presentations at the rate of \$2,750 per presentation which shall include stipends for teacher substitutes. The total amount of \$35,500 shall not be exceeded by Recipient without the written authorization of Tri-City. Payment shall be made to Recipient as follows:
 - a) Within fifteen (15) days upon receipt of an invoice detailing costs incurred, sign-in sheets and surveys. The invoices should be submitted to Tri-City within 15 (days) following the completion services.
 - b) Payments will be based on attainment of the work plan and completion of services set forth in Exhibit A.
 - c) Should meet their minimums as noted above at item no. 4
 - d) A total of \$35,500 will be available to fund the various training meetings as identified in Exhibit A and stipends. The stipends are specifically for teachers or employees of the schools noted above. Considering that funding could be a barrier for attendance by school representatives, these stipends are intended to facilitate and encourage these school representatives to attend the trainings, and provide reimbursement to either the school district or the employee for their participation. The \$35,500 shall be available funding for trainings provided within the three cities as follows:
 - a) Up to \$8,875 for Bonita Unified School District in La Verne, California including trainings at private schools (including stipends)
 - b) Up to \$8,875 for Claremont Unified School District in Claremont, California including trainings at private schools (including stipends)
 - c) Up to \$17,750 for Pomona Unified School District or in Pomona, California including training for a private school within the Tri-City area (including stipends)

Payments due under the MOU shall be made payable to NAMI Greater Los Angeles County, and shall be mailed to:

NAMI Greater Los Angeles County
ATTN: Traute Winters
3600 Wilshire Blvd Ste 1804
Los Angeles, California 90010

6. POLICIES AND PROCEDURES: The PROJECT conducted hereunder shall be performed in accordance with the policies and procedures of Recipient.

7. SPECIAL FUNDING PROVISIONS. This PROJECT is funded by California Mental Health Services Act funds. As such, the use of the funds is subject to certain obligations and limitations that are set forth in Exhibit B and made a part of this MOU. PROJECT covenants and agrees to comply with the provisions of Exhibit B.
8. TERMINATION: Performance under this MOU may be terminated by either party upon thirty (30) days written notice to the authorized personnel listed in the notices section of this MOU. Upon termination by Tri-City, Recipient will be entitled to retain sufficient funds to reimburse it for all costs and non-cancelable commitments incurred in performance of the MOU prior to the date of termination in an amount not to exceed the total commitment set forth in Paragraph 4. Upon termination by Recipient, all costs and non-cancelable commitments incurred thereafter will be the responsibility of Recipient. Recipient will return any unused funds to Tri-City within three (3) months of the written notice of termination.
9. INDEMNIFICATION: Recipient shall indemnify, defend and hold harmless Tri-City, its officers, employees, representatives, and agents from and against any and all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the Recipient's negligent acts, willful misconduct, or omissions arising from, or alleged to arise from, or related to, performance hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of Tri-City
10. USE OF NAMES: Recipient shall not employ or use the name of Tri-City in any promotional materials, advertising, or in any other manner without the prior express written permission of Tri-City, except that Tri-City and Recipient may, during the term of this MOU or thereafter state that Tri-City is sponsoring, or has sponsored, the PROJECT.
11. NOTICES: Any notice given under this MOU shall be in writing to the individuals below and shall be deemed delivered three (3) days after deposit in the United States mail, certified or registered, postage prepaid, and addressed to the parties as follows:

NAMI: NAMI Greater Los Angeles County
 3600 Wilshire Blvd Ste 1804
 Los Angeles, California 90010
 Traute Winters, Executive Director
 (424) 542-5689
 E-Mail: twinters@namiglac.org

Tri-City: Tri-City Mental Health Authority
 1717 N. Indian Hill Boulevard #B
 Claremont, CA 91711-2788
 Attn: Rimmi Hundal, Ex Director
 (909) 623-6131
 E-Mail: rhundal@tricitymhs.org

12. INDEPENDENT PARTIES: For purpose of this MOU, the parties hereto shall be independent contractors and shall at all times be considered neither an agent nor employee of the other. No joint venture, partnership, or like relationship is created between the parties by this MOU. Tri-City and Recipient are independent legal entities, and none have any authority to act for, or on

behalf of, or bind another to, any contract, without the other's written approval or except as otherwise expressly set forth in this MOU.

13. ASSIGNMENTS: This MOU shall be binding upon and inure to the benefit of the parties hereto and may be assigned only to the successors of these parties. Any other assignment by either party without prior written consent of the other party shall be void.
14. OWNERSHIP: Title to any equipment purchased or manufactured in performance of the PROJECT funded under this MOU shall vest with Tri-City; however, at the end of the contract, Recipient will have an option to purchase said equipment at the depreciated value.
15. FORCE MAJEURE: Recipient shall not be liable for any failure to perform as required by this MOU, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortages, disease, or similar occurrences.
16. SEVERABILITY: In the event that a court of competent jurisdiction holds any provision of this MOU to be invalid, such holding shall have no effect on the remaining provisions of this MOU, and they shall continue in full force and effect.
17. GOVERNING LAW: The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for mediation, arbitration and/or actions arising out of this MOU shall be in Los Angeles County, California.
18. AUTHORITY: Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.
19. ENTIRE MOU: Unless otherwise specified herein, this MOU embodies the entire understanding of the parties for this PROJECT and any prior contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this MOU including, without limitation, changes in the activities of the PROJECT, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of both parties. If any provisions stated in the MOU, resulting purchase orders, and the project proposal are in conflict, the order of precedence, from first to last shall be: (a) Exhibit B, (b) MOU, (c) other Exhibits, (d) the project proposal, and (e) the purchase order, it being understood and agreed that any purchase order or similar document issued by GRANTEE will be for the sole purpose of establishing a mechanism for payment of any sums due and owing hereunder. Notwithstanding any terms and conditions contained in said purchase order, the purchase order will in no way modify or add to the terms of this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF UNDERSTANDING by their duly authorized officers or representatives as of the latest date set forth below.

TRI-CITY MENTAL HEALTH AUTHORITY

NAMI GREATER LOS ANGELES COUNTY

By: _____
Rimmi Hundal, Executive Director

By: _____
Traute Winters, Executive Director

Dated: _____

Dated: _____

EXHIBIT A

SCOPE OF WORK

1. **Project Name:** Ending the Silence & NAMI 101
2. **Purpose:** The purpose of these programs is to increase awareness among teachers, staff, parents and students, regarding the prevention and early intervention of mental disorders, and to decrease stigma and increase compassion for those who may be showing symptoms of early onset mental illness in the Tri-City school districts – Pomona Unified School District, Bonita Unified School District and Claremont Unified School District, including private schools located within the three school districts. NAMI 101 is being added as an expansion of and to compliment the current Ending the Silence program. Specifically, NAMI 101 will strengthen program participants' knowledge acquisition, provide a more solid development of skill and knowledge to program participants and more structured content. The topics to be covered in NAMI 101 will include: what is mental illness?; how do we maintain mental wellness?; identifying triggers; identifying a support system; mental health warning signs; empathy; boundary setting; and self-care .
3. **Brief Summary of the Project:** The Ending the Silence & NAMI 101 programs provide an overview of emotional disorders and mental illnesses commonly encountered among children and adolescents.
 - A. Teachers, staff and parents will learn about:
 - a) The latest research on brain disorders in children and adolescents.
 - b) Signs of early onset mental illnesses in children and adolescents as seen at home and at school.
 - c) Understand family reactions to mental illnesses.
 - d) Community resources.
 - e) Early interventions and treatment, which lead to better educational outcomes for students.
 - B. Trained presenters with both professional and personal experience will present. Information on NAMI GLAC programs and community resources will be handed out to the participants at the presentation. Ending the Silence and NAMI 101 presentations will be offered in one-hour periods.
4. **Work Plan and Timeline:**
 - A. Timeframe for project - July 1, 2023 to June 30, 2026
 - B. With support from School District and individual schools' leadership, NAMI GLAC will continue to conduct outreach to schedule and secure appointments for these programs in the three school districts, including private schools.
 - C. NAMI GLAC will provide a minimum of four ENDING THE SILENCE & NAMI 101 presentations at each of the respective school districts, within the performance period as follows:
 - a) Minimum of two (2) ENDING THE SILENCE trainings and a minimum of two (2) NAMI 101 trainings for Bonita Unified School District (BUSD), for a total four (4) trainings.

- b) Minimum of two (2) ENDING THE SILENCE trainings and a minimum of two (2) NAMI 101 trainings for Claremont Unified School District (CUSD), for a total of four (4) trainings.
 - c) Minimum of two (2) ENDING THE SILENCE trainings and a minimum of two (2) NAMI 101 trainings for Pomona Unified School District (PUSD), for a total of four (4) trainings
 - d) Additionally, both Ending the Silence and NAMI 101 presentations shall be made available in Spanish at least two times per year at each of the school districts.
- D. Invoices submitted to Tri-City Mental Health Authority for each presentation shall be submitted to Tri-City within 45 days of the presentation and shall include:
- a) Sign-in sheets for each presentation, with a minimum of three attendees.
 - b) Participant surveys for each presentation.
 - c) Where applicable, but not limited to, time sheets, copies of invoices, signed statements by persons performing the work, or other documentation as deemed appropriate to support invoices by Recipient to Tri-City.
 - d) Demographic information reports are to be turned in on a monthly basis and by the 15th of each month following the month-end. (A separate report of information gathered from the surveys).
 - e) Supporting documentation for teacher stipends such as copies of checks issued for teacher stipends.

5. Other Requirements:

- A. NAMI GLAC will provide a final comprehensive learning document detailing the ENDING THE SILENCE & NAMI 101 presentations/activities, survey results, and strategies to address and/or plan for improvements of the project moving forward, no later than September 30, 2023.
- B. The Executive Director of NAMI GLAC (or representative) will make best efforts to attend monthly Commission meetings and participate in MHSA Stakeholder meetings.
- C. Contractor/NAMI GLAC shall provide evidence of its capacity to provide culturally competent trainings to culturally diverse participants.
- D. Trainings provided by Contractor/NAMI GLAC shall be staffed with personnel who can communicate in participants preferred language, or Contractor shall provide interpretation services.
- E. Contractor/NAMI GLAC is responsible for providing evidence of cultural competence trainings attended by all NAMI GLAC training staff. If Contractor/NAMI GLAC is unable to provide said training, training staff must arrange to participate in a minimum of two cultural competence trainings per year provided by Tri-City Mental Health Authority.

6. Estimated budget: The estimated budget, including budget categories, for each year the project is funded, is as follows:

- A. A total of \$35,500 will be available to fund all of the training meetings and stipends. The stipends are specifically for teachers or employees of the schools noted above. Considering that funding could be a barrier for attendance by school representatives,

these stipends are intended to facilitate and encourage these school representatives to attend the trainings, and provide reimbursement to either the school district or the employee for their participation. The \$35,500 shall be available funding for trainings provided within the three cities as follows:

- d) Up to a total of \$8,875 for Bonita Unified School District in La Verne, California (including stipends).
- e) Up to a total of \$8,875 for Claremont Unified School District in Claremont, California (including stipends).
- f) Up to a total of \$17,750 for Pomona Unified School District or in Pomona, California (including stipends).

EXHIBIT B

MENTAL HEALTH SERVICES ACT CONTRACT PROVISIONS

1. Compliance

In performance of this agreement, NAMI GLAC (RECIPIENT) will fully comply with:

- a) The provisions of the Mental Health Services Act and all applicable regulations, related statutes, directives, policies, procedures and amendments.
- b) State of California, Department of General Services, Terms and Conditions which can be accessed at <http://www.documents.dgs.ca.gov/ol/GTC-307.doc>.

If, at any point during the duration of this Agreement, Tri-City Mental Health Authority (Tri-City) determines that RECIPIENT is out of compliance with any provision in this Agreement, Tri-City may request a plan of correction, after providing RECIPIENT with written notification and the basis for the finding of noncompliance.

This agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between Tri-City and the RECIPIENT. The RECIPIENT represents and warrants it is free to enter into and fully perform this agreement.

2. Certification / Assurances

Except as otherwise indicated, the following certifications apply to the RECIPIENT:

- a) Unenforceable Provision: In the event that any provision of this agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be affected hereby.
- b) Indemnification: Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

3. Standards of Conduct

The following standards apply to the RECIPIENT:

- a) Every reasonable course of action will be taken by the RECIPIENT in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain.
- b) An executive or employee of the RECIPIENT or an elected official of a RECIPIENT, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by Tri-City. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No member of a RECIPIENT's Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

- c) Tri-City, by written notice to the RECIPIENT, may terminate the right of the RECIPIENT to proceed under this Agreement if it is found, after notice and hearing by Tri-City, that gratuities were offered or given by the RECIPIENT or any agent or representative of the RECIPIENT to any officer or employee of Tri-City with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such Agreement, provided that the existence of the facts upon which Tri-City makes such findings that shall be an issue may be reviewed in any competent court.

In the event this Agreement is terminated as provided in the paragraph above, Tri-City shall be entitled:

- (a) to pursue the same remedies against the RECIPIENT as it could pursue in the event of the breach of the Agreement by the RECIPIENT, and
- (b) as a predetermined amount of liquidated damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three times the cost incurred by the RECIPIENT in providing any such gratuities to any such officer or employee.

The rights and remedies of Tri-City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The RECIPIENT warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the RECIPIENT, for the purpose of securing business. For breach or violation of this warranty, Tri-City shall have the right to annul this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

4. Subcontracting

The RECIPIENT certifies that:

- a) Any of the work or services specified in this agreement which will be performed by other than the RECIPIENT will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b) The RECIPIENT will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
- c) The system for awarding contracts will contain safeguards to insure that the RECIPIENT does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds.
- d) Subcontractors will comply with the Confidentiality requirements set forth in provision 10 of this Agreement.

5. Insurance

The RECIPIENT hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term:

- Sufficient and adequate Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement and agrees to furnish to Tri-City satisfactory evidence thereof at any time Tri-City may request the same; and,
- Sufficient and adequate Liability Insurance to cover any and all potential liabilities and agrees to furnish to Tri-City satisfactory evidence thereof upon request by the Tri-City.

6. Amendments

This Agreement may be unilaterally modified by Tri-City only under any of the following circumstances:

- a) There is a change in state law or regulation requiring a change in the provisions of this agreement.

7. Reporting

The RECIPIENT will compile and submit reports of services, activities, performance attainment, expenditures, status of cash and closeout information by the specified dates as prescribed by Tri-City in regulations, directives, and policies. Failure to adhere to the specified reporting requirements may result in funds not being released.

8. Records

- a) The RECIPIENT will retain all records pertinent to this Agreement for a period of five (5) years from the date of expiration of this Agreement. If, at the end of five (5) years, there is litigation or an audit involving those records, the RECIPIENT will retain the records until the resolution of such litigation or audit.
- b) Tri-City or its designee will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this Agreement. For purposes of this section, "access to" means that the RECIPIENT shall at all times maintain a complete set of records and documents related to programs funded by this agreement and shall make these records available to Tri-City or their designee in a central location. The RECIPIENT's performance under the terms and conditions herein specified will be subject to an evaluation by Tri-City of the adequacy of the services performed, timeliness of response and a general impression of the competency of the RECIPIENT and its staff.

9. Audits

- a) From time to time, Tri-City may inspect the facilities, systems, books and records of the RECIPIENT to monitor compliance with this Agreement. The RECIPIENTS shall promptly remedy any violation of any provision of this Agreement and shall certify the same to Tri-City in writing. The fact that Tri-City inspects, or fails to inspect, or has the right to inspect, the RECIPIENT's facilities, systems and procedures does not relieve the RECIPIENTS of its responsibilities to comply with this Agreement. Tri-City's failure to detect or detection, but failure to notify the RECIPIENT or require the RECIPIENT's remediation of any unsatisfactory practice, does not constitute acceptance of such practices or a waiver of Tri-City's enforcement rights under this Agreement.
- b) The RECIPIENT will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors.

- c) The RECIPIENT and/or auditors performing monitoring or audits of the RECIPIENT or its sub-contracting service providers will immediately report to Tri-City any incidents of fraud, abuse or other criminal activity in relation to this agreement, the MHSA, or its regulations.

10. Confidentiality Requirements

Acknowledging the RECIPIENT's continuing obligation to follow existing legal mandates regarding protection and/or release of information maintained by the RECIPIENT, the following Confidentiality Requirements apply:

A. General Requirements:

- a) The RECIPIENT will not disclose data or documents or disseminate the contents of the final or any preliminary report without express permission of Tri-City.
- b) Permission to disclose information or documents on one occasion or at public hearings held by Tri-City relating to the same shall not authorize the RECIPIENT to further disclose such information or documents on any other occasions.
- c) The RECIPIENT will not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this Agreement, or Tri-City's actions on the same, except to Tri-City's staff, the RECIPIENT's own personnel involved in the performance of this Agreement, at a public hearing, or in response to the questions from a legislative committee.
- d) If requested by Tri-City, the RECIPIENT shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by Tri-City and shall supply Tri-City with evidence thereof.
- e) Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.
- f) After any data or documents submitted has become a part of the public records of Tri-City, the RECIPIENT may, if it wishes to do so, at its own expense and upon approval by Tri-City, publish or utilize the same but shall include the following legend:

LEGAL NOTICE: This report was prepared as an account of work sponsored by the Department of Health Care Services, but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department Director at P.O. Box 997413, MS 0000 Sacramento, California, 95899-7413. Neither said Department nor the State of California, nor any officer or employee thereof, or Tri-City Mental Health Authority make any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

- g) "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables,

mathematical models, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

- h) "Proprietary data" is such data as the RECIPIENT has identified in a satisfactory manner as being under Recipient's control prior to commencement of performance of this Agreement and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Agreement is commenced.
 - i) "Generated data" is that data, which a RECIPIENT has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the RECIPIENT in the performance of this Agreement at RECIPIENTS expense, together with complete documentation thereof shall be treated in the same manner as generated data.
 - j) "Deliverable data" is that data which under terms of this Agreement is required to be delivered to Tri-City. Such data shall be property of Tri-City.
 - k) "Generated data" shall be the property of Tri-City unless and only to the extent that it is specifically provided otherwise herein.
 - l) The title to the Recipient's proprietary data shall remain in the Recipient's possession throughout the term of this Agreement and thereafter. As to generated data which is reserved to the RECIPIENT by express terms of this Agreement and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, the RECIPIENT shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at the Recipient's own expense for a period of not less than three years after receipt by Tri-City of the final report or termination of this Agreement and any and all amendments hereto, or for three years after the conclusion or resolution of any and all audits or litigation relevant to this Agreement, whichever is later.
 - m) Prior to the expiration of such time and before changing the form of or destroying any such data, the RECIPIENT shall notify Tri-City of any such contemplated action; and Tri-City may within 30 days after said notification determine whether it desires said data to be further preserved and, if Tri-City so elects, the expense of further preserving said data shall be paid for by Tri-City. The RECIPIENT agrees that Tri-City shall have unrestricted reasonable access to the same during said three-year period and throughout the time during which said data is preserved in accordance with this Agreement, and the RECIPIENT agrees to use best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.
 - n) Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.
- B. Confidentiality Requirements relating to the Health Insurance Portability and Accountability Act (HIPAA) The Parties agree that no information or services subject to HIPAA form part of the services to be provided under this Agreement. The RECIPIENT agrees not to use any portion of the funds received under this Agreement for purposes that would be subject to HIPAA requirements.



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

DATE: May 17, 2023

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Brian Cesario, Systems Administrator

SUBJECT: Consideration of Resolution No. 710 Authorizing Amendment No. 2 for Three Years in the Additional Amount of \$20,952 to the Agreement with Airespring, Inc. for Network Services Migration Project, and Authorizing the Executive Director to Execute the Amendment

Summary:

Tri-City Mental Health is seeking approval from the Governing Board to amend the original service agreement with Airespring, Inc. which includes services totaling \$32,472 representing a net total increase to the original contract of \$20,952 (or \$582.20 per month for three years).

Background:

In November 2021 the Governing Board awarded an agreement for networking, SD-WAN, and enterprise firewall services to Airespring, Inc. in the amount of \$76,495.68. This would provide two circuits for internet connectivity at each agency location to provide the necessary bandwidth and speed for modern software and communication systems, as well as redundancy and resiliency of the internet connections.

Airespring's proposal would allow Tri-City to add additional bandwidth for our sites (up to 10x more for some locations), while cutting our current Internet spend, as well as streamline our I.T. network management process. For context, our previous 12-month spend for Internet services was approximately \$132K per year. The Airespring proposal for 12 months would be \$76,495.68, which represents a potential savings of \$56,361.25/annually.

As reported in the November 17, 2021, Board Report, a final contract for services was negotiated and signed. Amendment No. 2 will revise the original modes (connection type) of services for two of the locations, the 2008 N. Garey location, and the 1900 Royalty location. Services for the remaining three sites have since been implemented and are now working as originally planned. However, after site surveys were completed, which could only be performed once the contract was entered into, Airespring, Inc. informed that two of the internet service providers (ISPs) in the original contract could not be delivered without extensive construction costs to be incurred jointly by Airespring, Inc., and Tri-City.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 710 Authorizing Amendment No. 2 for Three Years in the
Additional Amount of \$20,952 to the Agreement with Airespring, Inc. for Network Services
Migration Project, and Authorizing the Executive Director to Execute the Amendment
May 17, 2023
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Due to the requirement of construction at the 1900 location and given that Tri-City does not own this building, we are opting to not make leasehold improvements and pass on construction to receive the services as originally planned and instead we are proceeding with selecting a replacement circuit for this location.

However, management is recommending that we proceed with the option of construction for the 2008 N. Garey location to deliver the proposed circuit. We are opting to incur the upfront construction costs given that we do own this building and the ongoing service delivery costs will be less expensive and will make up for the construction costs. The savings of the ongoing monthly costs will more than make up for the construction costs and it was originally estimated that the construction costs will be recovered within two to three years in monthly cost savings. The construction costs can be covered by an existing approved MHSA CFTN Plan for IT Improvements. The cost for construction at the 2008 N. Garey site will be presented to the Governing Board in a future amendment to this contract.

Fiscal Impact:

The original broadband service at 2008 N Garey was signed at \$160/month. The new service in Amendment #2 is to be \$165/month, after construction is completed to deliver the new circuit. The final quote for construction costs will be provided upon completion of a site survey for this location, which can only be ordered by the provider once the service agreement is signed.

Like the 2008 N Garey location and as noted previously, the original broadband service at 1900 Royalty cannot be provided without major construction, and as such the agency has decided to select a different method of network delivery, a fiber optic cable connection provided by a different underlying carrier. The original service cost was signed at \$160/month, but the replacement service in Amendment #2 is for an additional fiber optic internet connection (currently the only mode of circuits available at this location) for an amount of \$737.20/month.

Recommendation:

Staff recommends that the Governing Board authorize the Executive Director to sign amendment No.2 in order to proceed with the remaining connections to be delivered on the Airespring Service Agreement.

Attachments:

Attachment 6-A: Resolution No. 710 – Draft

Attachment 6-B: Addendum No. 2 to Agreement with Airespring - 04132023

RESOLUTION NO. 710

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT WITH AIRESFRING, INC. FOR NETWORK SERVICES MIGRATION PROJECT IN THE ADDITIONAL AMOUNT OF \$20,952 FOR THREE YEARS

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

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

A. Tri-City Mental Health Authority ("TCMHA" or "Authority") on November 17, 2021 adopted Resolution No. 620 awarding an Agreement for the Network Services Migration Project to Airespring, Inc. in the amount of \$76,495.68 annually.

B. The Authority desires to amend the existing service Agreement with Airespring, Inc. to pay additional \$582.20 per month for three years, totaling an increase of \$20,952, for new broadband services.

2. Action

The Governing Board authorizes the Executive Director to enter into, and execute, Amendment No. 2 to the existing Agreement with Airespring, Inc. in the amount of \$20,952 for three years.

3. Adoption

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on May 17, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:
STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By: _____

By: _____

**AMENDMENT NO. 2 TO
AIRESRING SERVICE AGREEMENT**

This Amendment No. 2 to the AireSpring Master Service Agreement (“Amendment”) is made and entered into as of March 7, 2023 (“Effective Date”) by and between AireSpring, Inc., a Delaware corporation, (“AireSpring”) and Tri-City Mental Health (“Customer”). The parties together may be referred to herein as the “Parties.”

WHEREAS, AireSpring and Tri-City Mental Health entered into a Master Service Order Agreement (MSOA) and Order Form and Term Plan(s) (collectively “AireSpring Service Order” or “ASO”), on or about March 3, 2022 to provide Internet, Firewall and Software-Defined Wide Area Network (SD-WAN) and/or other telecommunication services at the locations specified in the MSOA, (together, the “March 3, 2022 Service Agreements”, or the “March 3, 2022 MSOA”). Pursuant to the March 3, 2022 Service Agreements AireSpring shall provide these Internet and/or other telecommunication services (“Services”) to Tri-City Mental Health for the terms as given in the March 3, 2022 Service Agreements at the service addresses set forth in that agreement; and

WHEREAS, one circuit each at two of Customer’s locations as given in the March 3, 2022 Service Agreements had to be cancelled due to construction issues and such cancelled circuits must now be replaced with new circuits as specified here below.

NOW THEREFORE, the parties agree as follows:

1. Customer’s location at 2008 Garey Avenue, Pomona, CA 91767-2722 (“Location Number One”) originally had a Monthly Recurring Charge (MRC) of \$160.00 for one Broadband Circuit of 200 Mbps/10 Mbps from Spectrum as underlying provider. This circuit order was cancelled and will now be replaced with a new circuit order also from Spectrum and for the same speed at this location but for an MRC of \$165.00 and for a new three year term. We believe there will be construction required for this order. Once the below new order is placed with the underlying provider and after they conduct a site survey they will notify Airespring of the construction charges which will be provided to customer.

LOCATION NUMBER ONE

March 3, 2022 Order

2008 N GAREY AVE POMONA, CA 91767-2722

(Terms for service at the above location as set forth in the March 3, 2022 MSOA.)

Qty	Circuit	3-Year Term	Total MRC	Total NRC
1	Broadband - 200 Mbps / 10 Mbps - Loop - Spectrum		FREE	\$0.00
1	Broadband - 200 Mbps / 10 Mbps - Port		\$160.00	\$0.00
PRIOR SUBTOTAL:			\$160.00	\$0.00

New Replacement February 23, 2023 Order
2008 N GAREY AVE POMONA, CA 91767-2722

Qty	Circuit	3-Year Term	Total MRC	Total NRC
1	Broadband - 200 Mbps / 10 Mbps - Loop - Spectrum		FREE	\$0.00
1	Broadband - 200 Mbps / 10 Mbps - Port		\$165.00	\$0.00
NEW SUBTOTAL:			\$165.00	\$0.00

2. Customer’s location at 1900 Royalty Drive, Pomona, CA 91767-3032 (“Location Number Two”) originally had a Monthly Recurring Charge (MRC) of \$854.56 for one Gig Ethernet Circuit of 100 Mbps from Frontier as underlying provider and one 200 Mbps Broadband circuit from Spectrum. The Frontier circuit order was accepted and installed and shall continue in full force and effect. The 200 Mbps Spectrum Broadband circuit originally listed in the March 3, 2022, order was cancelled and will now be replaced with a new circuit order from Spectrum as the underlying provider for a different speed at this location and for an MRC of \$737.20 and for a new three year term.

LOCATION NUMBER TWO

March 3, 2022 Order
1900 ROYALTY DR POMONA, CA 91767-3032

(Terms for service at the above location as set forth in the March 3, 2022 MSOA.)

Qty	Circuit	3-Year Term	Total MRC	Total NRC
1	Gig Ethernet - 100 Mbps - Loop - Frontier		\$199.56	\$0.00
1	Gig Ethernet - 100 Mbps - Port		\$495.00	\$0.00
1	Broadband - 200 Mbps / 10 Mbps - Loop - Spectrum		FREE	\$0.00
1	Broadband - 200 Mbps / 10 Mbps - Port		\$160.00	\$0.00
PRIOR SUBTOTAL:			\$854.56	\$0.00

(Note: The lined out service above reflects the service that was cancelled.)

New Replacement February 23, 2023 Order

(Replacement for the cancelled Spectrum Loop above only.

The Frontier Loop continues in full force and effect.)

1900 ROYALTY DR POMONA, CA 91767-3032

Qty	Circuit	3-Year Term	Total MRC	Total NRC
1	Gig Ethernet - 100 Mbps - Loop - Spectrum		\$197.20	\$0.00
1	Gig Ethernet - 100 Mbps - Port		\$540.00	\$0.00
NEW SUBTOTAL:			\$737.20	\$0.00

3. The two new Replacement Orders set forth above, and their corresponding terms, will replace the circuits set forth above for the corresponding locations in the March 3, 2022 MSOA.

Except for the changes set forth in this Amendment No. 2, above, all other terms and conditions in the March 3, 2022 MSOA shall remain the same.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives effective on the Effective date.

AIRESPRING, INC.

TRI-CITY MENTAL HEALTH

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Tri-City Mental Health Authority
AGENDA REPORT

DATE: May 17, 2023

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

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

SUBJECT: Consideration of Resolution No. 711 Authorizing an Addendum to the Software Services Agreement with Welligent for the ContinuumCloud Subscription Renewal in the Amount of \$58,113 for one year, Effective June 1, 2023, and Authorizing the Executive Director to Execute the Addendum

Summary:

Governing Board approval is being requested to authorize the Executive Director to execute a 12-month contract renewal with ContinuumCloud (Parent company for the Welligent Electronic Health Record).

Background:

Over the past year, our agency has successfully transitioned our Specialty Mental Health Services (SMHS) programs to the new Cerner Electronic Health Record system. With this transition, we have significantly reduced the user account need within the Welligent - Electronic Health Record System (with the exception access needs for historical data and record purposes).

Although SMHS programs are no longer using Welligent for service provision, there is a continued need for several of our non SMHS programs to utilize Welligent for documenting activities as well as tracking data and outcomes. In order to ensure that those programs can continue to organize, document, and track service provision, staff is recommending to continue with a 12-month contract extension with the Welligent Electronic Health Record, but reduce the number of user accounts from 150 users to 75 users, to meet the current usage need.

Fiscal Impact:

Total anticipated cost for the first year of service is \$58,113.00. The funding source will be based on program use from combination MHSA and realignment dollars.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 711 Authorizing an Addendum to the Software Services Agreement with Welligent for the ContinuumCloud Subscription Renewal in the Amount of \$58,113 for one year, Effective June 1, 2023, and Authorizing the Executive Director to Execute the Addendum
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Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 711 authorizing the Executive Director to execute an Addendum to the Software Services Agreement with Welligent for the ContinuumCloud Subscription renewal in the amount of \$58,113 for one year, effective June 1, 2023.

Attachments:

Attachment 7-A: Resolution No. 711 – DRAFT

Attachment 7-B: Addendum to Welligent Agreement for the ContinuumCloud Subscription renewal

RESOLUTION NO. 711

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN ADDENDUM TO THE SOFTWARE SERVICES AGREEMENT WITH WELLIGENT IN THE AMOUNT OF \$58,113, FOR ONE-YEAR, EFFECTIVE JUNE 1, 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 (“TCMHA” or “Authority”) desires to sign an Addendum to the existing Software Services Agreement with Welligent to renew the ContinuumCloud (Parent company for Welligent) Subscription for documenting activities and tracking data and outcomes for one (1) year.

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

2. Action

The Governing Board authorizes the Executive Director to enter into, and execute, the Addendum to the Software Services Agreement with Welligent for ContinuumCloud Subscription renewal in the amount of \$58,113 for one year, effective June 1, 2023.

3. Adoption

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on May 17, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:
STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By:_____

By:_____



Order Form

Customer Details

Sold-to
Tri-City Mental Health Center
Attn: Natalie Majors-Stewart

Bill-to
1900 Royalty Drive
Pomona, CA 91767

Subscription Details

Term (Months): 12
Billing Frequency: Monthly

Payment Terms: Net 30
Renewal Uplift: 7.000%

ContinuumCloud and Third-Party Recurring Subscription Fees

In the table below, ContinuumCloud has included all recurring subscription fees for the Contract Term, with invoicing detailed in 1. Payment Schedule below.

Recurring Deliverables	Description	Units	Monthly Unit Price	Total Annual Cost
Welligent Named User Licenses	Welligent Users-75	75.00	\$64.57	\$58,113.00

Total Cost of Ownership

	Year 1	Year 2	Year 3	Total
Professional Services / Setup Costs	\$0.00	-	-	\$0.00
Recurring Software License Fees	\$58,113.00	\$0.00	\$0.00	\$58,113.00
Annual Totals	\$58,113.00	\$0.00	\$0.00	\$58,113.00

1. Payment Schedule: The 1st of the month following contract signature, the Customer agrees to pre-pay ContinuumCloud for the one-time fees listed in the Order form, and any costs listed for implementation. The Customer understands that all fees are non-refundable. Thereafter, Customer will receive monthly invoices for the recurring fees listed in the Order Form, plus any listed fees related to phased work. Any additional services performed by ContinuumCloud not included in a change order shall be charged on an hourly basis.

2. Estimates: The Customer understands that in this Section ContinuumCloud has provided time and effort estimates, based on current understanding of Customer requirements, and actual Technical Services and Deliverable fees may differ based on actual time and performance, additional information and/or requirements, or other aspects beyond ContinuumCloud's control. In the event that actual time and effort exceeds ContinuumCloud's estimates, the Customer shall be billed based upon actual time and performance at ContinuumCloud's hourly rate.

3. Additional Requirements: The Customer may identify additional technical deliverables, system enhancements, and/or customizations during the Subscription Term which may be required to meet Customer's requirements. The Fees for these additional services shall be mutually agreed upon by the parties and billed at ContinuumCloud's hourly rate.

ADDENDUM TO SOFTWARE SERVICE AGREEMENT FOR CONTINUUMCLOUD SUBSCRIPTION RENEWAL

This Addendum to Software Service Agreement ("Addendum") is made as of 6/1/2023 (the "Effective Date") by and between ContinuumCloud, LLC ("ContinuumCloud") and Tri-City Mental Health Center, as an amendment to the original Software Service Agreement ("Agreement") entered into by both parties on original contract execution date. The purpose of this Addendum is to serve as a renewal of Customer's contract term and user-based subscription fees.

ContinuumCloud and Customer hereby agree as follows:

1. The Agreement is hereby amended as set forth in this Addendum;
2. Customer wishes to renew the term specified in the original Agreement or requests an expansion of its user license and related fees due to Customer's actual usage which exceeds the contracted user license specified in the Agreement;
3. All capitalized terms not otherwise defined in this Addendum have the meanings ascribed to them in the Agreement;
4. Except as specifically amended by this Addendum, the definitions, terms and conditions of the Agreement remain in full force and effect. This Addendum, the Agreement and the related exhibits contain the entire Agreement of the parties with respect to the subject matter hereof and there are no other agreements modifying the same;
5. This Addendum may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together shall constitute one and the same instrument.

CONTINUUMCLOUD ADDENDUM PROVISIONS

The purpose of this Addendum is to serve as a renewal of Customer's contract term, user license and related fees.

1. Modification to Existing Agreement or Renewal Contract. ContinuumCloud and Customer jointly agree to modify or replace the following provisions detailed in the original agreement or renewal contract with the accompanying new language:

A. ContinuumCloud Recurring Software Fees. ContinuumCloud and Customer agree to replace the pricing and rate tables included in the original Agreement or renewal contract with the attached order sheet. This order sheet shall detail the ContinuumCloud or Third Party subscription fees and other software or service options Customer shall pay during the term.

B. Agreement Section 14(a), Term. ContinuumCloud and Customer agree to replace the listed sections of the Agreement with the following language: This Agreement shall become effective when executed by both parties as of the date set forth on the signature page hereto, and unless sooner terminated as provided herein, shall remain in force for a period of 12 months from the effective date ("Renewal Term"). Following the Renewal Term, Customer and ContinuumCloud shall have the right to negotiate additional contract terms.

2. Survival. All provisions of this Addendum or the original Agreement that pertain to protection of the ContinuumCloud Intellectual Property, non-disclosure of Confidential Information, and payment of fees shall survive termination of this Agreement.

3. Modifications. Modifications and amendments to this Addendum or the original Agreement, including modifications and amendments to any schedule or other attachment hereto, shall be enforceable only if in writing and signed by authorized representatives of both parties.

4. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining portions of this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision(s).

Quote Acceptance and Customer Signature

This Quote Document and Agreement will become effective on the date it has been executed by both parties below (the "Effective Date").

Customer Signature: _____

ContinuumCloud Signature: _____

Customer Name: _____

Name: _____

Customer Title: _____

Title: _____

Date: _____

Date: _____

Customer Information:

Sales Rep Information:

AP Contact Name: _____

Name: Hope S. Lovato

AP Contact Title: _____

Title: Account Manager

Street: _____

Street: 100 South Ashley Drive, Suite 1500

City/State/Zip: _____

City/State/Zip: Tampa, Florida 33602

AP Contact Phone: _____

Phone: (626) 482-7546

**AP Billing
Email (For
Invoicing):** _____

Email: hlovato@continuumcloud.com

**Customer
FEIN:** _____

**PO Number
(if required):** _____

Standard ContinuumCloud payment method is ACH Direct Deposit. Alternatively, check, credit card, or wire transfer are available if necessary.



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

DATE: May 17, 2023
TO: Governing Board of Tri-City Mental Health Authority
FROM: Rimmi Hundal, Executive Director
SUBJECT: Executive Director's Monthly Report

BASELINE PROJECT

As previously reported there have been delays in closing escrow due to Restore Neighborhoods LA, Inc. (RNLA) obtaining final prevailing-wage pricing for small subcontractors, finalizing multiple performance bonds for the project and obtaining construction bids that are within the current project budget. RNLA is continuing to pursue other sources and expects the ability to close escrow by the end of the calendar year. The Disposition and Development Agreement (DDA) has expired, but we are not currently renewing it based upon our attorney's recommendation as RNLA has not been able to provide us a timeline. RNLA has indicated that the delay in moving forward is the construction bid/estimate for the project, which is approximately \$500K more than the current funding could support. Therefore, they are proposing to pause for about 6 to 9 months so they can work on finding another funding source.

5-YEAR STRATEGIC PLAN

Tri-City is working on creating a 5-year strategic plan. This requires a systemic look at the system's financial security, data and outcome collection methods and reporting, programming and staffing capacity and compliance with regulations by multiple state agencies and federal agencies. This strategic plan will be the blueprint for ongoing change and growth within the Tri-City system of care. The overall vision for the project is to work with staff, community stakeholders, Governing Board members, and Mental Health Commission to create goals for the next 5 years.

INFORMATION TECHNOLOGY (IT) UPDATES

Last month, the IT team accomplished a great deal of work that has greatly benefited the organization. We successfully implemented several key software upgrades and security patches, ensuring that the company's systems and data were protected against any potential threats. The team also conducted thorough testing and troubleshooting to identify and resolve any technical issues that arose, ensuring that all systems were operating smoothly and efficiently. Additionally, the IT team provided valuable support and training to staff members, helping them to better understand and utilize the latest software tools and applications.

Overall, the IT team's hard work and dedication has helped to ensure that the organization's technology infrastructure remains reliable, secure, and up-to-date.

The IT team is completing the planning phase of our project to upgrade desk phones we purchased for all staff in the previous month, and we will be deploying them in the coming weeks. This is the prerequisite to completing our paging system project to standardize our safety procedures for all agency locations.

Finally, IT has completed the first phase of our MFA or multi-factor authentication initiative with regard to our Microsoft services. All staff now have an agency cellphone and will soon be trained to use it as an additional layer of security when accessing internal agency resources. This MFA project also aligns us with tighter security standards and cyber security insurance guidelines.

HUMAN RESOURCES

Staffing – Month Ending March 2023:

- Total Staff is 206 full-time and 7 part-time plus 36 full-time vacancies 4 part-time vacancies for a total of 247 positions.
- There were 4 new hires in April 2023.
- There were 5 separations in April 2023.

Workforce Demographics in April 2023:

- American Indian or Alaska Native = 0.47%
- Asian = 9.86%
- Black or African American = 7.98%
- Hispanic or Latino = 57.28%
- Native Hawaiian or Other Pacific Islander = 0.47%
- Other = 7.98%
- Two or more races = 1.88%
- White or Caucasian = 14.08%

Position Posted in April 2023:

- Clinical Supervisor – Wellness Center (1 FTE) *1 hire pending*
- Clinical Therapist I/II - Adult (2 FTEs) *2 hires pending*
- Clinical Therapist I/II – Child & Family (1 FTE)
- Clinical Therapist II – PACT (1 FTE)
- Clinical Wellness Advocate I/II/III (1.5 FTEs)
- Community Navigator (2 FTEs)
- Mental Health Specialist – Adult (1 FTE)
- Mental Health Worker (1 FTE)
- MHSA Projects Manager (1 FTE)
- Program Analyst II (1 FTE)
- Program Support Assistant II (4 FTEs)

Tri-City Mental Health Commission
Monthly Staff Report of Rimmi Hundal
May 17, 2023
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- Program Support Assistant I-IV Access to Care (1 FTE)
- Program Support Supervisor (1 FTE)
- Psychiatric Technician I/II/III (2 FTEs) *1 hire pending*
- Psychiatrist I/II (1.5 FTEs) *1 hire pending*

COVID-19 Update:

As April 30, 2023, Tri-City staff have a vaccination compliancy rate of 86.85% with a vaccination booster compliancy rate of 100%.



Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: May 17, 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 NINE MONTHS ENDED MARCH 31, 2023 (2023 FISCAL YEAR-TO-DATE):

The financials presented herein are the PRELIMINARY and unaudited financial statements for the nine months ended March 31, 2023. 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 \$6.4 million. MHSA operations accounted for approximately \$6.5 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 \$9.6 million in MHSA funding has been received of which \$3.1 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 \$16.4 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 \$103 thousand is from Clinic outpatient operations, which is the result of operations for the nine months ended March 31, 2023 which includes one-time payments made at the beginning of the year.

The total cash balance at March 31, 2023 was approximately \$39.9 million, which represents a decrease of approximately \$480 thousand 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 \$470 thousand primarily as a result timing of cash receipts from LADMH. MHSA operations reflected a decrease in cash of approximately \$950 thousand, after excluding intercompany receipts or costs resulting from clinic operations. Total decrease in MHSA cash reflects the receipt of approximately \$9.6 million in MHSA funds offset by the use of cash for MHSA operating activities.

Approximately \$5.9 million in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the nine months ended March 31, 2023. An additional \$1.9 million has been received through May 9, 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.

As the Executive Director has previously mentioned in her staff report, the Governor has announced a proposed ballot measure that would dramatically alter MHSA funding and how Counties, along with Tri-City, would be required to utilize it. Although Management is closely following this proposal, its development, and potential requirements that come with it, as of today we are still compelled to follow the existing legislative requirements of MHSA law as it exists today.

CalAIM:

Tri-City management continues to follow information updates by 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. Rates have now been set by the State and thus provided to the Counties. LA DMH has since provided all of their providers rates which will be effective July 1, 2023. Having the rates is just one step with many more to come as we near the July 1, 2023 effective date. Tri-City, along with all providers in LA County, are awaiting new contracts/amendments and final instructions on billing mechanics. Necessary changes that will need to be applied to our EHR in order to bill properly as of the effective date are in draft form and are now being tested. 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 nine months ended March 31, 2023.

	MHSA
Cash at March 31, 2023	\$ 31,334,054
Receivables net of Reserve for Cost Report Settlements	1,443,798
Prudent Reserves	(2,200,000) *
Estimated Remaining Expenses for Operations FY 2022-23	(3,754,441) **
Reserved for future CFTN Projects including approved TCG Project	(3,229,299)
Total Estimated Adjustments to Cash	<u>(7,739,942)</u>
Estimated Available at June 30, 2023	<u>\$ 23,594,112</u>
Estimated remaining MHSA funds to be received in FY 2022-23	\$ 6,838,814

* 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.

Based on prior estimates disclosed by CBHDA, the amount of MHSA funds projected to be collected in Fiscal year 2022-23 were expected to be in line with what was just collected in the prior year (FY 21-22). As such the Fiscal Year 2022-23 Operating budget reflected 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. As of March of 2023 MHSA collections to date are \$9.6 million and expected to reach \$12.2 million an average of 25% less than the prior year or closer to the original estimate of \$11.2.

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Based on the recent announcement that tax filings are delayed until October of 2023, for individuals living in Counties who experienced weather related States of Emergency, the latest projections indicate that MHPA receipts may be as low as \$12.2 million for fiscal year 2022-23. Just like we experienced in fiscal year 2019-20, cash receipts are anticipated to decrease significantly for the remainder of the fiscal year while a significant increase in cash receipts will occur in fiscal year 2023-24.

For reference the following is the information included in the MHPA Fiscal Year 2022-23 Annual Update:

<u>Included in the MHPA 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 MHPA 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>
* Updated Funding Estimates for FY 2022-23	12,519,290	3,129,822	823,638	-	-	16,472,750
Original 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

* These amounts were estimated prior to winter storms in December of 2022. The most recent updates as of March of 2023, total actual collections will be closer to \$12.2 million.

MHPA Reversion Update:

Each remittance of MHPA funds received by Tri-City is required to be allocated among three of the five MHPA 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.

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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.

The following tables are **excerpts** from DHCS's annual reversion report received by Tri-City on March 16, 2023 based on the fiscal year 2021-22 Annual Revenue and Expense Report (ARER):

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	13,252,035	51,844,608
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	3,546,924	-		11,054,569
2021-22			5,746,558	3,676,533	-	9,423,091
2022-23 **				8,147,796	4,137,023	12,284,819
2023-24					-	-
Total Expended	8,676,848	8,797,914	9,293,482	11,824,329	4,137,023	42,729,596
Unspent Balance	-	-	-	-	9,115,012	9,115,012

**=Planned Expenditures based on approved MHSA Plan

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	2,173,110	2,948,240	3,311,501	12,697,963
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			426,126	1,309,696	-	1,735,822
2022-23 **				1,638,544	582,962	2,221,506
2023-24					-	-
Total Expended	2,145,788	2,119,324	2,173,110	2,948,240	582,962	9,969,424
Unspent Balance	-	-	-	-	2,728,539	2,728,539

**=Planned Expenditures based on approved MHSA Plan

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The following table was copied directly from latest information provided from DHCS
INN reversion waterfall analysis

	Reallocated AB 114	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	
INN							
Encumbered Unspent Funds ³	799,187	302,889	580,471	550,879	784,114	245,707	
Unencumbered Unspent Funds ⁴	-	-	-	-	-	628,829	
Unspent Balance	799,187	302,889	580,471	550,879	784,114	874,536	
Encumbered Funds Starting Balance →	799,187	302,889	580,471	550,879	784,114	245,707	
Applied Expenditure ↓							Applied Expenditure ↓
FY 15-16							-
FY 16-17							-
FY 17-18	304,376	-	-	-	-	-	304,376
FY 18-19	131,206	-	-	-	-	-	131,206
FY 19-20	355,393	-	-	-	-	-	355,393
FY 20-21	8,212	-	-	-	-	-	8,212
FY 21-22	-	302,889	25,035	-	-	-	327,924
FY 22-23	-	-	TBD	TBD	TBD	TBD	-
Encumbered Unspent Balance →	-	-	555,436	550,879	784,114	245,707	

FACILITIES DEPARTMENT

The Community Garden Upgrades:

A contract for the completion of this project has now been approved and was awarded during the March 15, 2023 Governing Board Meeting. This project is targeted to be substantially complete by the end of the calendar year with the exception of project completion of this project is estimated to be closer to the end of the summer with the exception of some phases that may experience delays as a result of lead times and availability of materials required for the project. However, pleased to announce that construction broke ground on Wednesday, May 10, 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. As of the date of this report we have received plan check corrections and have re-submitted plans to the City. The next phase will be soliciting contractors through an RFP process. Target date of project completion will be closer to end of calendar year 2023.

Attachments:

Attachment 9-A: March 31, 2023 Unaudited Monthly Financial Statements

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

	AT MARCH 31, 2023			AT JUNE 30, 2022		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
Current Assets						
Cash	\$ 8,509,219	\$ 31,334,054	\$ 39,843,273	\$ 8,386,759	\$ 31,504,790	\$ 39,891,549
Accounts receivable, net of reserve for uncollectible accounts \$679,985 at March 31, 2023 and \$619,443 at June 30, 2022	4,614,316	4,157,761	8,772,076	5,136,408	3,180,707	8,317,115
Total Current Assets	<u>13,123,535</u>	<u>35,491,815</u>	<u>48,615,349</u>	<u>13,523,167</u>	<u>34,685,497</u>	<u>48,208,664</u>
Property and Equipment						
Land, building, furniture and equipment	3,823,266	9,786,648	13,609,914	3,828,354	9,742,614	13,570,969
Accumulated depreciation	(2,734,063)	(4,439,206)	(7,173,268)	(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	(947,902)	-	(947,902)	(679,424)	-	(679,424)
Total Property and Equipment	<u>1,894,644</u>	<u>5,347,443</u>	<u>7,242,087</u>	<u>2,255,500</u>	<u>5,604,404</u>	<u>7,859,904</u>
Other Assets						
Deposits and prepaid assets	179,647	378,157	557,804	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>2,074,291</u>	<u>8,525,600</u>	<u>10,599,891</u>	<u>2,293,622</u>	<u>8,912,863</u>	<u>11,206,485</u>
Total Assets	<u>15,197,826</u>	<u>44,017,414</u>	<u>59,215,240</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 Resources	<u>\$ 18,055,494</u>	<u>\$ 44,017,414</u>	<u>\$ 62,072,908</u>	<u>\$ 18,674,457</u>	<u>\$ 43,598,360</u>	<u>\$ 62,272,817</u>
LIABILITIES						
Current Liabilities						
Accounts payable	360,546	2,585	363,130	274,821	24,000	298,821
Accrued payroll liabilities	220,750	480,336	701,086	133,589	166,355	299,944
Accrued vacation and sick leave	621,904	1,074,970	1,696,874	619,557	1,052,384	1,671,941
Deferred revenue	183,311	-	183,311	41,584	-	41,584
Reserve for Medi-Cal settlements	3,324,293	2,713,963	6,038,256	3,482,631	2,894,431	6,377,063
Current portion of lease liability	89,493	-	89,493	357,971	-	357,971
Total Current Liabilities	<u>4,800,297</u>	<u>4,271,853</u>	<u>9,072,151</u>	<u>4,910,153</u>	<u>4,137,171</u>	<u>9,047,324</u>
Intercompany Acct-MHSA & TCMH	333,954	(333,954)	-	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	-	7,663,684	7,663,684	-	1,027,955	1,027,955
Total Long-Term Liabilities	<u>3,018,672</u>	<u>7,693,119</u>	<u>10,711,791</u>	<u>3,018,672</u>	<u>1,057,390</u>	<u>4,076,062</u>
Total Liabilities	<u>8,152,923</u>	<u>11,631,019</u>	<u>19,783,942</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	1,089,203	5,318,008	6,407,211	1,181,581	5,574,969	6,756,550
Restricted for MHSA programs	-	27,038,953	27,038,953	-	20,249,230	20,249,230
Unrestricted	6,803,210	29,435	6,832,645	6,813,891	29,435	6,843,326
Total Net Position	<u>7,892,413</u>	<u>32,386,395</u>	<u>40,278,809</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>\$ 18,055,494</u>	<u>\$ 44,017,414</u>	<u>\$ 62,072,908</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
NINE MONTHS ENDED MARCH 31, 2023 AND 2022

	PERIOD ENDED 3/31/23			PERIOD ENDED 3/31/22		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
OPERATING REVENUES						
Medi-Cal FFP	\$ 2,050,619	\$ 2,899,701	\$ 4,950,320	\$ 2,535,904	\$ 2,147,275	\$ 4,683,179
Medi-Cal FFP FYE Prior Year	295,388	310,501	605,889	15,205	45,779	60,984
Medi-Cal SGF-EPSDT	522,636	648,863	1,171,499	581,207	494,759	1,075,967
Medi-Cal SGF-EPSDT Prior Year	109,890	116,587	226,477	35,501	19,746	55,246
Medicare	12,336	3,817	16,153	9,133	4,272	13,404
Contracts	12,500	22,500	35,000	15,000	21,580	36,580
Patient fees and insurance	796	163	959	664	167	832
Rent income - TCMH & MHSA Housing	8,316	49,903	58,219	10,052	54,526	64,578
Other income	598	211	809	683	260	943
Net Operating Revenues	3,013,079	4,052,245	7,065,324	3,203,350	2,788,364	5,991,713
OPERATING EXPENSES						
Salaries, wages and benefits	5,882,942	11,124,229	17,007,171	5,943,112	8,790,216	14,733,328
Facility and equipment operating cost	441,558	918,879	1,360,437	638,603	1,050,717	1,689,320
Client lodging, transportation, and supply expense	77,276	453,603	530,879	160,932	585,988	746,920
Depreciation & amortization	213,135	480,959	694,094	125,315	320,643	445,959
Other operating expenses	429,976	1,331,402	1,761,377	428,250	861,941	1,290,191
Total Operating Expenses	7,044,886	14,309,071	21,353,957	7,296,213	11,609,504	18,905,717
OPERATING (LOSS) (Note 1)	(4,031,808)	(10,256,826)	(14,288,634)	(4,092,863)	(8,821,141)	(12,914,004)
Non-Operating Revenues (Expenses)						
Realignment	3,529,353	-	3,529,353	3,536,643	-	3,536,643
Contributions from member cities & donations	26,561	-	26,561	12,000	-	12,000
MHSA funds	-	16,352,860	16,352,860	-	11,870,954	11,870,954
Grants and Contracts	293,145	-	293,145	337,523	-	337,523
Interest Income	79,691	436,727	516,418	10,825	50,660	61,485
Interest expense	-	-	-	(11,840)	-	(11,840)
Gain/(Loss) on disposal of assets	-	-	-	(1,464)	-	(1,464)
Total Non-Operating Revenues (Expense)	3,928,749	16,789,587	20,718,336	3,883,687	11,921,614	15,805,301
INCOME (LOSS)	(103,058)	6,532,761	6,429,703	(209,176)	3,100,473	2,891,297
INCREASE (DECREASE) IN NET POSITION	(103,058)	6,532,761	6,429,703	(209,176)	3,100,473	2,891,297
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	\$ 7,892,413	\$ 32,386,395	\$ 40,278,809	\$ 4,578,455	\$ 27,968,959	\$ 32,547,414

(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
NINE MONTHS ENDED MARCH 31, 2023 AND 2022**

	PERIOD ENDED 3/31/23			PERIOD ENDED 3/31/22		
	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	\$ 3,000,935	\$ 3,045,747	\$ 6,046,682	\$ 3,801,409	\$ 3,570,875	\$ 7,372,285
Cash payments to suppliers and contractors	(1,126,594)	(2,754,725)	(3,881,319)	(1,499,447)	(2,493,052)	(3,992,499)
Payments to employees	(5,793,433)	(10,787,663)	(16,581,096)	(6,348,787)	(8,638,198)	(14,986,985)
	<u>(3,919,092)</u>	<u>(10,496,641)</u>	<u>(14,415,733)</u>	<u>(4,046,825)</u>	<u>(7,560,374)</u>	<u>(11,607,200)</u>
Cash Flows from Noncapital Financing Activities						
MHSA Funding	-	9,633,936	9,633,936	-	13,704,413	13,704,413
CalHFA-State Administered Projects	-	64,485	64,485	-	110	110
Realignment	4,187,575	-	4,187,575	3,536,643	-	3,536,643
Contributions from member cities	26,561	-	26,561	12,000	-	12,000
Grants and Contracts	188,100	-	188,100	393,524	-	393,524
	<u>4,402,236</u>	<u>9,698,421</u>	<u>14,100,657</u>	<u>3,942,166</u>	<u>13,704,523</u>	<u>17,646,689</u>
Cash Flows from Capital and Related Financing Activities						
Purchase of capital assets	(12,007)	(64,269)	(76,276)	(89,419)	(227,135)	(316,554)
Principal paid on capital debt	-	-	-	(771,676)	-	(771,676)
Interest paid on capital debt	-	-	-	(11,840)	-	(11,840)
Intercompany-MHSA & TCMH	(406,049)	406,049	-	624,081	(624,081)	-
	<u>(418,056)</u>	<u>341,780</u>	<u>(76,276)</u>	<u>(248,853)</u>	<u>(851,216)</u>	<u>(1,100,069)</u>
Cash Flows from Investing Activities						
Interest received	60,787	321,194	381,981	10,971	48,465	59,436
	<u>60,787</u>	<u>321,194</u>	<u>381,981</u>	<u>10,971</u>	<u>48,465</u>	<u>59,436</u>
Net Increase (Decrease) in Cash and Cash Equivalents	125,874	(135,246)	(9,371)	(342,541)	5,341,398	4,998,857
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>\$ 8,512,633</u>	<u>\$ 31,369,545</u>	<u>\$ 39,882,177</u>	<u>\$ 8,235,755</u>	<u>\$ 31,661,640</u>	<u>\$ 39,897,394</u>
Cash from the Balance Sheet	<u>8,509,219</u>	<u>31,334,054</u>	<u>39,843,273</u>			
YTD Gain/(Loss) from GASB 31 Fair Market Value	<u>\$ (3,414)</u>	<u>\$ (35,491)</u>	<u>\$ (38,905)</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
NINE MONTHS ENDING MARCH 31, 2023
(UNAUDITED)

	TRI-CITY MENTAL HEALTH OUTPATIENT CLINIC (TCMH)			TRI-CITY MENTAL HEALTH SERVICES ACT (MHSA)			TRI-CITY MENTAL HEALTH AUTHORITY CONSOLIDATED		
	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance
OPERATING REVENUES									
Medi-Cal FFP	\$ 2,236,226	\$ 4,770,888	\$ (2,534,662)	\$ 3,162,160	\$ 4,392,694	\$ (1,230,533)	\$ 5,398,386	\$ 9,163,582	\$ (3,765,195)
Medi-Cal SGF-EPSDT	569,941	1,575,332	(1,005,391)	707,594	1,252,772	(545,179)	1,277,534	2,828,105	(1,550,570)
Medicare	12,336	9,000	3,336	3,817	1,575	2,242	16,153	10,575	5,578
Patient fees and insurance	796	825	(29)	163	-	163	959	825	134
Contracts	12,500	15,000	(2,500)	22,500	18,750	3,750	35,000	33,750	1,250
Rent income - TCMH & MHSA Housing	8,316	8,316	-	49,903	52,500	(2,598)	58,219	60,816	(2,598)
Other income	598	825	(227)	211	-	211	809	825	(16)
Provision for contractual disallowances	(232,912)	(619,022)	386,110	(321,190)	(564,547)	243,357	(554,101)	(1,183,569)	629,468
Provision for contractual disallowances prior year	405,278	-	405,278	427,087	-	427,087	832,365	-	832,365
Net Operating Revenues	3,013,079	5,761,164	(2,748,085)	4,052,245	5,153,744	(1,101,499)	7,065,324	10,914,908	(3,849,584)
OPERATING EXPENSES									
Salaries, wages and benefits	5,882,942	7,944,154	(2,061,212)	11,124,229	12,817,584	(1,693,355)	17,007,171	20,761,738	(3,754,567)
Facility and equipment operating cost	456,948	708,742	(251,794)	939,191	1,497,121	(557,930)	1,396,139	2,205,863	(809,724)
Client program costs	71,977	41,606	30,371	414,066	806,380	(392,314)	486,042	847,985	(361,943)
Grants	-	-	-	56,750	247,500	(190,750)	56,750	247,500	(190,750)
MHSA training/learning costs	-	-	-	72,163	71,250	913	72,163	71,250	913
Depreciation & amortization	213,135	122,572	90,563	480,959	326,174	154,785	694,094	448,746	245,348
Other operating expenses	419,885	423,076	(3,191)	1,221,714	1,207,620	14,094	1,641,599	1,630,696	10,903
Total Operating Expenses	7,044,886	9,240,149	(2,195,262)	14,309,071	16,973,629	(2,664,558)	21,353,957	26,213,777	(4,859,820)
OPERATING (LOSS)	(4,031,808)	(3,478,985)	(552,823)	(10,256,826)	(11,819,885)	1,563,059	(14,288,634)	(15,298,869)	1,010,235
Non-Operating Revenues (Expenses)									
Realignment	3,529,353	3,300,000	229,353	-	-	-	3,529,353	3,300,000	229,353
Contributions from member cities & donations	26,561	70,236	(43,675)	-	-	-	26,561	70,236	(43,675)
MHSA Funding	-	-	-	16,352,860	14,780,860	1,572,000	16,352,860	14,780,860	1,572,000
Grants and contracts	293,145	603,750	(310,605)	-	-	-	293,145	603,750	(310,605)
Interest (expense) income, net	79,691	17,550	62,141	436,727	112,815	323,912	516,418	130,365	386,053
Total Non-Operating Revenues (Expense)	3,928,749	3,991,536	(62,787)	16,789,587	14,893,675	1,895,912	20,718,336	18,885,211	1,833,125
INCREASE(DECREASE) IN NET POSITION	\$ (103,058)	\$ 512,552	\$ (615,610)	\$ 6,532,761	\$ 3,073,791	\$ 3,458,970	\$ 6,429,703	\$ 3,586,342	\$ 2,843,361

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
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
NINE MONTHS ENDING MARCH 31, 2023**

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 \$3.8 million for the following reasons:

- 1 Medi-Cal FFP revenues for FY 2022-23** were \$3.7 million lower than the budget. Medi-Cal FFP revenues were approximately \$2.5 million lower for TCMH and \$1.2 million lower for MHSA. At TCMH, the adult program revenues were lower than budget by \$2.0 million and the children program revenues were lower by \$500 thousand. For MHSA, the adult and older adult FSP programs were lower than budget by \$520 thousand and the Children and TAY FSP programs were lower by \$711 thousand.
- 2 Medi-Cal SGF-EPSDT revenues for fiscal year 2022-23** were lower than budget by \$1.5 million of which \$1.0 million lower were from TCMH and \$545 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 \$6 thousand higher than the budget. Tri-City records revenue when the services are provided and the claims are incurred and submitted.
- 4 Contract revenues** are \$1 thousand higher than the budget.
- 5 Rent Incomes** are approximately \$3 thousand lower than the budget. The rental income represents the payments collected from Genoa pharmacy for space leasing at the 2008 N. Garey Avenue and from the tenants staying at the MHSA house on Park Avenue.
- 6 Provision for contractual disallowances** for fiscal year 2022-23 was \$629 thousand lower than budget due to lower revenues. However, a total of \$832 thousand in prior years reserves were written off as per the state cost report audit settlement for FY12-13 and FY13-14. This amount essentially resulted in an increase to the current fiscal year operating revenues.

Operating Expenses

Operating expenses were lower than budget by \$4.9 million for the following reasons:

- 1 Salaries and benefits** are \$3.8 million lower than budget and of that amount, salaries and benefits are \$2.1 million lower for TCMH operations and are approximately \$1.7 million lower for MHSA operations. These variances are due to the following:
 - TCMH** salaries are lower than budget by \$1.5 million due to vacant positions and benefits are lower than budget by \$600 thousand. Benefits are budgeted as a percentage of the salaries. Therefore, when salaries are lower, benefits will also be lower.
 - MHSA** salaries are lower than budget by \$999 thousand. The direct program salary costs are lower by \$738 thousand due to vacant positions and the administrative salary costs are lower than budget by \$261 thousand. Benefits are lower than the budget by \$694 thousand. Of that, health insurance is lower than budget by \$374 thousand, retirement insurances are lower by \$157 thousand, state unemployment insurance is lower by \$64 thousand, workers compensation is lower by \$64 thousand, medicare tax and other insurances are lower by \$35 thousand.
- 2 Facility and equipment operating costs** were lower than the budget by \$810 thousand of which \$252 thousand lower were from TCMH and \$558 thousand lower were from MHSA. Lower facility costs were due to the implementation of the GASB 87 where most of the rent expense was reclassified as amortization expense (see depreciation and amortization below.) As for equipment, the lower costs were 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 approximately \$362 thousand mainly from MHSA due to lower FSP client costs.
- 4 Grants for fiscal year 2022-23** are \$191 thousand lower than the budget mainly from the new Student Loan Forgiveness program under the WET plan which were scheduled to be disbursed during the last quarter of the fiscal year. Other grants awarded under the

**TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
NINE MONTHS ENDING MARCH 31, 2023**

COMMENT: PLEASE NOTE, THE DISCUSSION BELOW MAY USE THE FOLLOWING ABBREVIATIONS:

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PEI Community Wellbeing project are lower than the budget by \$3 thousand.

**TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
NINE MONTHS ENDING MARCH 31, 2023**

COMMENT: PLEASE NOTE, THE DISCUSSION BELOW MAY USE THE FOLLOWING ABBREVIATIONS:

TCMH==TRI-CITY MENTAL HEALTH (OUTPATIENT CLINIC OPERATIONS)

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- 5 **MHSA learning and training costs** are \$1 thousand higher than the budget.
- 6 **Depreciation and amortization** are \$245 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 the rents are paid and the assets are monthly amortized.
- 7 **Other operating expenses** were higher than the budget by \$11 thousand of which \$3 thousand lower were from TCMH and \$14 thousand higher were from MHSA. In general, the higher costs were due to attorney fees, security expense and liability insurance offset by lower professional fees.

Non-Operating Revenues (Expenses)

Non-operating revenues, net, are higher than budget by \$1.8 million as follows:

- 1 **TCMH non-operating revenues** are \$63 thousand lower than the budget. Of that, realignment fund is higher than the budget by \$229 thousand, contributions from member cities are lower than the budget by \$44 thousand, grants and contracts are lower than the budget by \$311 thousand due to timing with the anticipation that the Mental Health Student Services Act (MHSSA) program to start and ram up during the fiscal year 2022-23 and lastly, interest income net with fair market value is higher than budget by \$62 thousand due to higher interest rate earned.
- 2 **MHSA non-operating revenue** is higher than the budget by approximately \$1.6 million. 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	\$ 13,039,819	\$ 12,284,819	\$ 755,000
PEI funds received and available to be spent	3,038,507	2,221,507	817,000
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>\$ 16,352,860</u>	<u>\$ 14,780,860</u>	<u>\$ 1,572,000</u>

CSS recorded revenue is \$755 thousand higher than the budget. On January 18, 2023, the Governing Board approved Tri-City's First Amendment to the MHSA annual update for FY2022-23 to add a new Access To Care (ATC) program to CSS plan retroactively to July 1, 2022. This adding of a new program resulted in the recording of \$755 thousand of additional revenue to the CSS plan for FY2022-23.

PEI recorded revenue is \$817 thousand higher than the budget. As mentioned above for the CSS plan, on January 18, 2023, the Governing Board at the same time approved to move an existing School Based Services (SBS) program from TCMH to become a MHSA program under the PEI plan retroactively to July 1, 2022. This resulted in the recording of another \$817 thousand in revenue for the PEI plan for FY2022-23.

INN recorded revenue is in line with the budget.

Interest income for MHSA net with Fair Market Value is higher than budget by \$324 thousand due to higher interest rate earned.

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
NINE MONTHS ENDED MARCH 31, 2023 AND 2022

	PERIOD ENDED 3/31/23			PERIOD ENDED 3/31/22		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
REVENUES						
Medi-Cal FFP, net of reserves	\$ 2,050,619	\$ 2,899,701	\$ 4,950,320	\$ 2,535,904	\$ 2,147,275	\$ 4,683,179
Medi-Cal FFP FYE Prior Year	295,388	310,501	605,889	15,205	45,779	60,984
Medi-Cal SGF-EPSDT	522,636	648,863	1,171,499	581,207	494,759	1,075,967
Medi-Cal SGF-EPSDT Prior Year	109,890	116,587	226,477	35,501	19,746	55,246
Medicare	12,336	3,817	16,153	9,133	4,272	13,404
Realignment	3,529,353	-	3,529,353	3,536,643	-	3,536,643
MHSA funds	-	16,352,860	16,352,860	-	11,870,954	11,870,954
Grants and contracts	305,645	22,500	328,145	352,523	21,580	374,103
Contributions from member cities & donations	26,561	-	26,561	12,000	-	12,000
Patient fees and insurance	796	163	959	664	167	832
Rent income - TCMH & MHSA Housing	8,316	49,903	58,219	10,052	54,526	64,578
Other income	598	211	809	683	260	943
Interest Income	79,691	436,727	516,418	10,825	50,660	61,485
Gain on disposal of assets	-	-	-	(1,464)	-	(1,464)
Total Revenues	6,941,828	20,841,832	27,783,660	7,098,876	14,709,978	21,808,854
EXPENSES						
Salaries, wages and benefits	5,882,942	11,124,229	17,007,171	5,943,112	8,790,216	14,733,328
Facility and equipment operating cost	441,558	918,879	1,360,437	638,603	1,050,717	1,689,320
Client lodging, transportation, and supply expense	77,276	453,603	530,879	160,932	585,988	746,920
Depreciation & amortization	213,135	480,959	694,094	125,315	320,643	445,959
Interest expense	-	-	-	11,840	-	11,840
Other operating expenses	429,976	1,331,402	1,761,377	428,250	861,941	1,290,191
Total Expenses	7,044,886	14,309,071	21,353,957	7,308,053	11,609,504	18,917,557
INCREASE (DECREASE) IN NET POSITION	(103,058)	6,532,761	6,429,703	(209,176)	3,100,473	2,891,297
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	\$ 7,892,413	\$ 32,386,395	\$ 40,278,809	\$ 4,578,455	\$ 27,968,959	\$ 32,547,414

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: May 17, 2023

TO: Governing Board of Tri-City Mental Health Authority
Rimmi Hundal, Executive Director

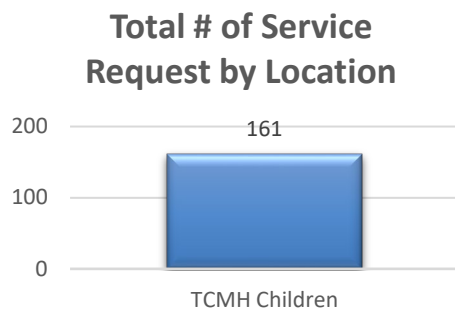
FROM: Elizabeth Renteria, LCSW, Chief Clinical Officer

SUBJECT: Monthly Clinical Services Report

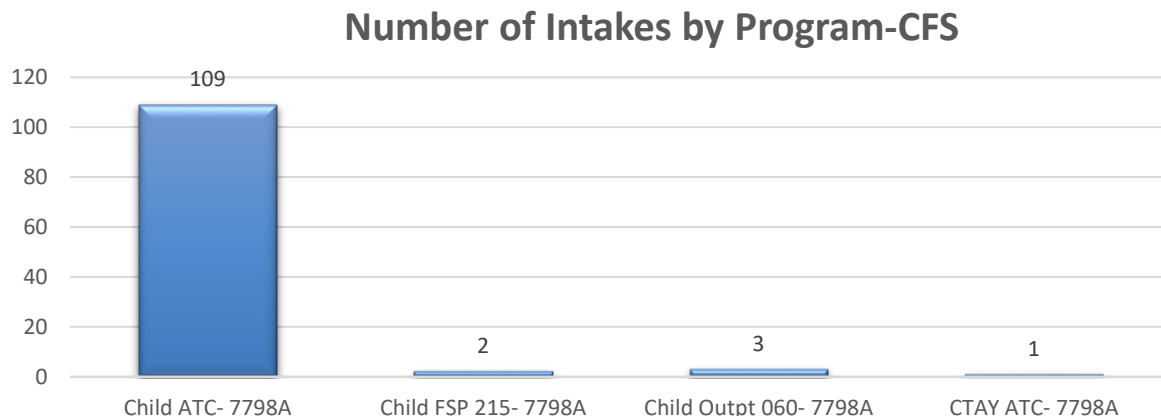
CLINICAL SERVICES SPOTLIGHT: Mobile Crisis Unit Planning Grant

On May 3, 2023 Tri-City Mental Health Authority received notification from Advocates For Human Potential, on behalf of Department of Health Care Services that Tri-City Mental Health Authority has been selected to receive the remainder of the CCMU Planning Base Allocation in the amount of \$300,000.00. The new total contract amount is \$500,000.00. Funds will be used to purchase vehicles and other supplies for the implementation of the Mobile Crisis Unit teams in winter 2023-2024. Once documents are generated by the funder they will be brought to board for review and approval.

CHILDREN AND YOUTH SERVICES SUMMARY



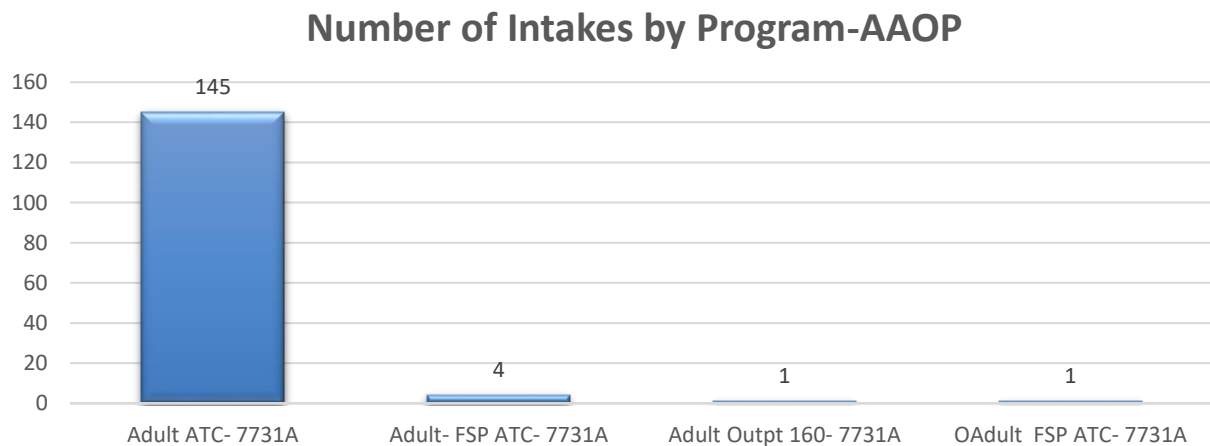
TOTAL NUMBER OF CLIENT SERVICES
In the Children and Youth Department
1,906



ADULT SERVICES SUMMARY



**TOTAL NUMBER OF CLIENT SERVICES
 In the Adult Services Department
 2,682**



Co-Occurring Support Team (COST)

**New Referrals for the Month of April
 23**

Peer Support Specialists

Clinical Wellness Advocates

**New Referrals for the Month of April
 67**



Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: May 17, 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 TEAM IN APRIL 2023

IOET Program:

- Number of all new outreach= 40
- Number client given intake appointments= 35
- Number of clients opened= 14
- Total number of ALL clients outreached= 171
- Total number of homeless served= 111
- Percentage of clients outreached that are homeless= 65%
- Percentage of clients enrolled this month in formal services that are homeless= 29%

Service area:

- Pomona= 158
- Laverne= 2
- Claremont= 11
- Total= 171

Enrollments:

- FSP (Full-Service Partnership)-Older Adult= 0
- FSP-adult= 5
- FSP-TAY (Transition Age Youth) = 1
- AOP (Adult Outpatient Program) = 6
- COP (Children Outpatient Program) = 2
- FCCS (Field Capable Clinical Services) = 0
- FSP Children= 0

Health Issues:

- Number of initial health assessments completed= 5
- Number of clients linked to PCP appointments with IOET LPT= 17

Chemical Dependency:

- Number of completed chemical dependency assessments completed= 10
- Number of attempted chemical dependency assessments= 9

P.A.C.T. (Psychiatric Assessment Care Team)

- Number of new individuals added for the month= 5
- Number of closed individuals for the month= 6
- Number of holds written for the month= 1
- Number enrolled in formal services for the month= 0
- Number referred to IOET this month= 1



Tri-City Mental Health Authority Monthly Staff Report

DATE: May 17, 2023

TO: Governing Board of Tri-City Mental Health Authority
Rimmi Hundal, Executive Director

FROM: Dana Barford, Director of MHSA and Ethnic Services

SUBJECT: Monthly MHSA and Ethnic Services Report

DIVERSITY, EQUITY, AND INCLUSION

While we celebrate Mental Health Awareness in May, this month is also federally acknowledged and celebrated as Asian American, Native Hawaiian, and Pacific Islander (AANHPI) Heritage Month. AANHPI communities have traditionally faced heightened stigma around mental health. Lack of awareness of available resources and the stigma surrounding mental health issues are the biggest deterrents to seeking professional help. Issues of immigration, housing, discrimination, and access to care create additional barriers to wellness. May 10th is AANHPI Mental Health Day which plays a critical role in raising awareness about mental health within the AANHPI community, leveraging resources for our community organizations, developing partnerships, and advocating for increased awareness and access to culturally relevant services.

Back by popular demand, in celebration of Mental Health Awareness Month, Tri-City's ADELANTE! Latino and Hispanic Wellness Collaborative has partnered with Latino/a Roundtable for a Lotería Break with a mental health twist! Join us in person or via ZOOM, see below for more details:

- Thursday, May 11th, 4 pm – 5:30 pm Café con Libros Press 280 W 2nd St, Pomona, CA (in person)
- Thursday, May 16th, 4 pm – 5:30 pm via ZOOM <https://bit.ly/3AnNnGP> (virtual)

COMMUNITY PLANNING PROCESS

On April 19, the Community Planning Process came to a close with the MHSA Public Hearing. During this meeting 30 participants representing Pomona Valley Hospital, La Verne Police Department, Bonita School District, Pomona Pride Center, as well as local community members and Tri-City staff were in attendance. Throughout this annual process which began in the fall of 2022, representatives for other organizations and community partners included The National Council on Alcoholism and Drug Dependence, David and Margaret and the Claremont School District in addition to others who attended but did not identify their affiliation.

Now that COVID and the restrictions and limitations it imposed are decreasing dramatically, Tri-City is excited to move forward with hiring a new MHSA Projects Manager whose priority for FY 2023-24 will be to reengage stakeholders and community partners and return to holding in-person meetings where participants can build a strong connection to the MHSA programs and the agency staff who serve their community.

COMMUNITY NAVIGATORS

In collaboration with the city of Pomona, Tri-City's Cohort (Pomona, Claremont, and La Verne), Homelessness Plan Implementation Grant was recently approved. The Community Navigator Program will oversee this grant in cooperation with the three cities. Anyone within the cities of Pomona, Claremont, and La Verne, that may be facing financial hardship and are at risk of becoming unsheltered; can contact a Community Navigator for assistance. In addition, this grant will provide funding for short term motel vouchers. Community Navigators (888) 436-3246

Success Story:

The Community Navigator for the city of Claremont had been actively working with an unsheltered individual who did not want to go into a shelter due to his disability. He had been unsheltered for 8 years with a limited income, and did not want to leave the area he grew up in. However, through the persistent efforts of the Navigator and commitment to find appropriate resources, the Navigator was able to assist him with applying for Section 8 Housing and he was successfully able to be permanently housed.

PREVENTION AND EARLY INTERVENTION (PEI)

Since January 2023, Tri-City has collaborated with Western University, Project Sister, Prototypes, and NCADD to host a Youth Symposium for youth ages 12 to 18 residing in the cities of Pomona, La Verne, and Claremont. On April 29, over 70 youth gathered with volunteer staff to participate in this long-awaited event which included 13 different workshops designed specifically for youth. In addition, 16 different organizations participated in an outdoor resource fair where youth were able to access information that is specific to this age group. Breakfast and lunch were provided along with opportunities to win raffle prizes and listen to music provided by a DJ throughout the day. Attendees seem to enjoy the day and sponsors were encouraged by the significant turn-out of youth.

Stigma Reduction:

Throughout the month of April, program staff collaborated with community partners, Tri-City staff, and school sites to help prepare and plan May Mental Health Awareness Month programming and activities. This year's theme is "Share" which aligns with California Mental Health Services Authority's (CalMHSA) mental health campaign, [Take Action for Mental Health](#). To promote and collaborate across California, Tri-City will be using

#Share4MH to start and track the conversation. This theme helps encourage individuals to:

- Share how you care for your mental wellness (and even better if your share includes how you are using the Take Action May resources!)
- Share how you get support
- Share how you overcome stigma in your family or community

There are many ways to get involved for May Mental Health Awareness Month. On Tri-City's website there is a blog post titled: [May 2023 is Mental Health Awareness Month](#) where there is a list of all the events and activities happening in May both in person and online. For virtual resources, there are zoom backgrounds, event flyers, Tri-City event calendar, and resources from CalMHSA to utilize. Plus, there will be a social media campaign through Tri-City's Instagram which will promote mental health awareness and engage with the community virtually. Program staff has also curated mental health toolkits that include mental health informational flyers and booklets, bracelets, keychains, green ribbons, stickers, and other promotional items to promote Mental Health Awareness Month. These toolkits will be distributed among school sites, non-profit organizations, and Tri-City departments in Pomona, La Verne, and Claremont.

WELLNESS CENTER

The Wellness Center will be returning to their pre-pandemic hours beginning May 30th. The Center will be open from 10:00 am — 8:00 pm Monday through Friday. In addition, the support groups continue the transition to in-person status. Senior programming offers in- person groups every Thursday with transportation provided to those who request it.

In celebration of Mental Health Awareness Month, the Center will be hosting its annual talent show. This popular event will take place on May 26th at 3:00 pm. This event will be held in person and includes selections of poetry, art, and music and will be held in the TAY Activity Room located at the Wellness Center 1403 N. Garey Ave, Pomona.





Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: May 17, 2023
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

CONSUMER PERCEPTION SURVEYS

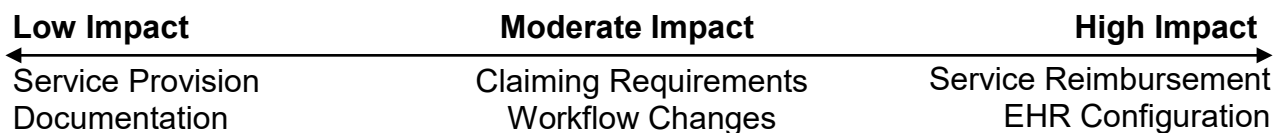
Each year, Mental Health Plans are required to report on consumer perception of services, based on federally determined National Outcome Measures. Outpatient mental health Medi-Cal providers in Los Angeles County are required to participate in the annual consumer perception data collection process. This year, data collection will occur during the month of May and the Tri-City Mental Health Quality Improvement Team will oversee the data collection process.

Data collection will be conducted using the “Consumer Perception Survey (CPS)” and will be administered: 1) In person (at both the Garey and Royalty locations), 2) By telephone, and 3) Via online survey. Surveys will be administered in the client’s preferred language.

The Consumer Perception Survey (CPS) includes themes of satisfaction with services, understanding of treatment, and access to services. Clients will also be asked whether they have seen improvement with regards to managing symptoms, dealing with crisis, and the ability to take care of their day-to-day needs. In addition to Consumer Perception Survey data being reported for county, state, and national outcomes, this data will also be used for internal quality improvement efforts.

CALAIM – CLAIMING MODIFICATION PREPARATION

The Best Practices Division has finalized our implementation strategy for the claiming and reimbursement CalAIM changes that will go into effect on 7/1/2023. These changes have primary impacts to Clinical, Revenue, and Quality Assurance Teams. Below is an overview of the key impact areas:



The goal of our implementation strategy for this phase is to ensure training, process development and system configuration so that we can avoid billing delays and denials. CalAIM claiming and reimbursement training will be provided for all Service Providers and relevant support staff starting in June 2023.