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Claremont and La  
Verne.

## TRI-CITY MENTAL HEALTH AUTHORITY

### AGENDA

#### GOVERNING BOARD REGULAR MEETING

WEDNESDAY, FEBRUARY 21, 2024 AT 5:00 P.M.

MHSA ADMINISTRATION BUILDING

2001 NORTH GAREY AVENUE, POMONA, CA 91767

#### GOVERNING BOARD

Jed Leano, Chair  
(Claremont)

John Nolte, Vice-Chair  
(Pomona)

Carolyn Cockrell,  
Member  
(La Verne)

Paula Lantz, Member  
(Pomona)

Wendy Lau, Member  
(La Verne)

Elizabeth Ontiveros-Cole,  
Member (Pomona)

Ronald T. Vera, Member  
(Claremont)

#### **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 & Fam**

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

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

[https://tricitymhs-org.zoom.us/j/81843631387?pwd=gU8JHUA9RI5KN1YzSi6-J3YQDaIrpGtU.4M3KV-S\\_vMPiC2sT](https://tricitymhs-org.zoom.us/j/81843631387?pwd=gU8JHUA9RI5KN1YzSi6-J3YQDaIrpGtU.4M3KV-S_vMPiC2sT)

Passcode: awFL+Wy4

**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](mailto:molmos@tricitymhs.org). All email messages received by 3:00 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.

**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.

**POSTING OF AGENDA**

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

**PRESENTATION****OVERVIEW OF PROPOSED CHANGES TO THE MENTAL HEALTH SERVICES ACT (MHSA) THROUGH PROPOSITION 1 ON THE MARCH 2024 BALLOT INITIATIVE, AND ITS PROJECTED IMPACT ON MENTAL HEALTH SERVICES AND PROGRAMS****CONSENT CALENDAR****1. APPROVAL OF MINUTES FROM THE JANUARY 17, 2024 GOVERNING BOARD REGULAR MEETING**

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of January 17, 2024.”

**NEW BUSINESS****2. APPROVAL OF RESOLUTION NO. 733 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE TWO BUYER'S ORDER CONTRACTS WITH MODEL 1 COMMERCIAL VEHICLES, INC. TO PURCHASE TWO VEHICLES IN THE AMOUNT OF \$135,580.00 FOR THE CRISIS CARE MOBILE UNIT**

Recommendation: “A motion to adopt Resolution No. 733 authorizing the Executive Director to execute 2 Buyer's Order Contracts with Model 1 Commercial Vehicles, Inc. to purchase of 2 Vehicles for the CCMU Program in the amount of \$135,580.00.”

**3. CONSIDERATION OF RESOLUTION NO. 734 AUTHORIZING AMENDMENT NO. 3 TO THE SERVICES AGREEMENT WITH AIRESRING, INC. FOR NETWORK SERVICES MIGRATION PROJECT, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT**

Recommendation: “A motion to adopt Resolution No. 734 authorizing the Executive Director to execute Amendment No. 3 to the Services Agreement with Airespring, Inc. for Network Services Migration Project effective February 21, 2024.”

**MONTHLY STAFF REPORTS**

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

**GOVERNING BOARD COMMENTS**

Members of the Governing Board may make brief comments or request information about mental health needs, services, facilities, or special problems that may need to be placed on a future Governing Board Agenda.

**PUBLIC COMMENT**

The Public may at this time speak regarding any Tri-City Mental Health Authority related issue, provided that no action shall be taken on any item not appearing on the Agenda. The Chair reserves the right to place limits on duration of comments.

**CLOSED SESSION**

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

**CONFERENCE WITH LEGAL COUNSEL -- ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to paragraph (2), (3) of subdivision (d) of Section 54956.9: (One case).

**RECONVENE TO OPEN SESSION**

The Governing Board will reconvene to an Open Session.

**CLOSED SESSION REPORT**

Any reportable action taken is announced.

**ADJOURNMENT**

The next Regular Meeting of the **Governing Board** will be held on **Wednesday, March 20, 2024 at 5:00 p.m.**, in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

MICAELA P. OLMOS  
JPA ADMINISTRATOR/CLERK



## **MINUTES**

### **REGULAR MEETING OF THE GOVERNING BOARD JANUARY 17, 2024 – 5:00 P.M.**

The Governing Board Meeting held on Wednesday, January 17, 2024 at 5:00 p.m. in the MHSA Office located at 2001 North Garey Avenue, Pomona, California.

**CALL TO ORDER** Chair Leano called the meeting to order at 5:01 p.m.

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

#### **GOVERNING BOARD**

**PRESENT:** Jed Leano, City of Claremont, Chair  
John Nolte, City of Pomona, Vice-Chair  
Carolyn Cockrell, City of La Verne, Board Member, arrived at 5:07 p.m.  
Paula Lantz, City of Pomona, Board Member  
Wendy Lau, City of La Verne, Board Member  
Elizabeth Ontiveros-Cole, City of Pomona, Board Member, arrived at 5:06 pm  
Ronald T. Vera, City of Claremont, Board Member

**ABSENT:** None.

#### **STAFF**

**PRESENT:** Rimmi Hundal, Executive Director  
Steven L. Flower, General Counsel  
Diana Acosta, Chief Financial Officer  
Elizabeth Renteria, Chief Clinical Officer  
Seeyam Teimoori, Medical Director  
Dana Barford, Director of MHSA & Ethnic Services  
Natalie Majors-Stewart, Chief Compliance Officer  
Mica Olmos, JPA Administrator/Clerk

#### **CONSENT CALENDAR**

Board Member Vera announced that he would abstain on voting on Agenda Item No. 1 since he did not have a chance to review it.

Board Member Lantz asked to pull Agenda Item No. 1 from the Consent Calendar for further discussion.

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

**AGENDA ITEM NO. 1**

There being no further comment, Board Member Lau moved, and Vice-Chair Nolte seconded, to approve Item Nos. 2 and 3 under the Consent Calendar. The motion was carried by the following vote: AYES: Board Members Lantz, Lau, and Vera; Vice-Chair Nolte; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: Board Members Cockrell and Ontiveros-Cole.

**2. CONSIDERATION OF RESOLUTION NO. 731 ADOPTING A REVISED PERSONNEL RULES AND REGULATIONS MANUAL OF TRI-CITY MENTAL HEALTH AUTHORITY, EFFECTIVE JANUARY 1, 2024**

Recommendation: “A motion to adopt Resolution No. 731 updating Rule VI, Section 2.B of the Authority’s Personnel Rules and Regulations Manual, effective January 1, 2024.”

**3. CONSIDERATION OF RESOLUTION NO. 732 REVISING THE JOB DESCRIPTIONS FOR THE BEHAVIORAL HEALTH WORKER, DEI COORDINATOR, HR DIRECTOR, PEER SUPPORT SPECIALIST I/II, AND TCG GARDENER CLASSIFICATIONS; AND RECTIFYING THE AUTHORITY’S MASTER CLASSIFICATION AND SALARY SCHEDULE EFFECTIVE RETROACTIVE TO MARCH 7, 2023**

Recommendation: “A motion to adopt Resolution No. 732 revising the Job Descriptions for the Behavioral Health Worker, DEI Coordinator, HR Director, Peer Support Specialist I/II, and TCG Gardener Classifications; and Rectifying the Authority’s Master Classification and Salary Schedule Effective Retroactive to March 7, 2023.”

**NEW BUSINESS**

**1. APPROVAL OF MINUTES FROM THE DECEMBER 20, 2023 GOVERNING BOARD AND MENTAL HEALTH COMMISSION REGULAR JOINT MEETING**

Governing Board Member Lantz requested that a sentence be added to the Minutes to show on record that she asked if she had to recuse herself during the discussion regarding vouchers, since she is on the Los Angeles Board of Continuum of Care, and she was assured that she did not have to recuse herself.

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

At 5:06 p.m., Board Member Ontiveros-Cole arrived at the meeting.

There being no further comment, Vice-Chair Nolte moved, and Board Member Lau seconded, to approve the Governing Board and Mental Health Commission Regular Joint Meeting of December 20, 2023, with the statement added to the Minutes requested by Board Member Lantz. The motion was carried by the following vote: AYES: Board Members Lantz and Lau; Vice-Chair Nolte; and Chair Leano. NOES: None. ABSTAIN: Board Members Ontiveros-Cole and Vera. ABSENT: Board Member Cockrell.

**4. ELECTION OF OFFICERS FOR THE 2024 CALENDAR YEAR AS REQUIRED BY THE JOINT POWERS AGREEMENT BETWEEN THE CITIES OF POMONA, CLAREMONT, AND LA VERNE**

At 5:07 p.m., Board Member Cockrell arrived at the meeting.

Chair Leano moved, and Board Member Lantz seconded, to nominate John Nolte for the position of Vice-Chair.

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

There being no discussion, the motion was carried by the following vote: AYES: Board Members Cockrell, Lantz, Lau, Ontiveros-Cole, and Vera; Vice-Chair Nolte; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: None.

Board Member Lantz moved, and Board Member Lau seconded, to nominate Jed Leano for the position of Chairperson.

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

There being no comment, the motion was carried by the following vote: AYES: Board Members Cockrell, Lantz, Lau, Ontiveros-Cole, and Vera; Vice-Chair Nolte; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: None.

**5. CONSIDERATION TO FORM AN AD-HOC COMMITTEE TO INTERVIEW APPLICANTS FOR MEMBERSHIP TO TCMHA MENTAL HEALTH COMMISSION**

Executive Director Hundal indicated that TCMHA is required to have a Mental Health Commission (MHC), which is an advisory body to the Governing Board; that they do not have policy making authority, but they do make recommendations to the Governing Board for approval of certain items. She pointed out that there is an open recruitment for Commissioners; and that according to the MHC bylaws, Commissioners are appointed by the Governing Board. Therefore, it was recommended that the Governing Board form an Ad-Hoc Committee to conduct interviews; thereafter, then present to the Board for its consideration and approval, the applicants recommended for membership to the Commission.

Board Member Lau inquired about the timeline, the time commitment, and responsibilities for those on the Ad-Hoc Committee. JPA Clerk/Administrator Olmos stated that the recruitment is open until the end of January; that the individuals who meet the qualifications will be invited for an interview; and that staff would like to have an Ad-Hoc Committee in place before interviews are scheduled. Executive Director Hundal added that the Ad-Hoc Committee selects the candidates to be recommended to the rest of the Governing Board; that the Commissioners will be potentially selected at the February meeting and discussed the requirements for membership to the Mental Health Commission.

Governing Board Member Vera shared that he and Board Member Cockrell were on the Ad-Hoc Committee last year; that it takes about three hours to conduct the interviews. Board Member Lau inquired about the number of spots on the Mental Health Commission. JPA Clerk/Administrator Olmos responded that there can be up to 14 Commissioners, but the requirement is at least 10.

Executive Director Hundal shared that she would be willing to make an announcement at the City Council meetings if the Board Members would like; that she can also send flyers out for distribution. She stated that they currently only have one representative from Claremont and Pomona; that it would be nice to have a representative from La Verne.

Chair Leano acknowledged Mental Health Commissioner Chair Henderson's presence. He then inquired about the Mental Health Commission application and the length of the application. JPA Clerk/Administrator Olmos indicated that the Application packet is 4 pages; however, the portion to be completed is only 2 pages, noting that the first two pages contain information about the criteria and requirements for membership to the Commission. Executive Director Hundal added that the application is very simple and straightforward; that it also indicates the expectations and meeting times for the Commissioners.

Board Member Vera inquired if the application references term limits. JPA Clerk/Administrator Olmos responded in the affirmative, stating that the term limits are three years, and that a commissioner can be reappointed at the end of three years.

Board Member Lau asked if the application was on the TCMHA website. Executive Director Hundal responded in the affirmative, noting that the application was also included in the Board packet. Board Member Lau requested that staff send the application to the Board members so that they can also distribute it.

Chair Leano recommended to send the MHC recruitment information to the individuals who applied for the Governing Board position; and indicated that he would ask the Claremont City Clerk to forward the applicants information from the City of Claremont Governing Board recruitment to TCMHA. Executive Director Hundal responded in the affirmative stating that they would also like to reach out those applicants and invite them to stakeholder meetings and other planning meetings as well.

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

Chair Leano requested volunteers for the Ad-Hoc Committee. Board Members Lau, Cockrell, and Vera volunteered; without objection, they were unanimously approved to form the Ad-Hoc Committee to interview applicants for membership to the Mental Health Commission.

## **MONTHLY STAFF REPORTS**

### **6. RIMMI HUNDAL, EXECUTIVE DIRECTOR REPORT**

Executive Director Hundal reported that staff will be participating in a lot of trainings conducted by Liebert Cassidy and Whitmore; that Governing Board members are welcome to participate in the trainings, noting that if they cannot attend, the virtual trainings are recorded and can be shared. She stated that the month of August has been dedicated for the majority of staff trainings since the Board and Commission meetings go dark; that the trainings are required by the State to function as a mental health agency; and that last year was successful because everyone completed their trainings on time. She then provided an update regarding COVID-19 regulations, stating that in February 2024, in accordance with the LA County Department of Public Health requirements, TCMHA will begin implementing a reduced masking requirement, provided that employees receive both the annual flu vaccine and the COVID-19 vaccine, specifically the 2023-2024 formula. She then announced that staff will be reaching out to the individuals who applied for the Governing Board positions to become stakeholders; that staff are beginning to review programs with stakeholders and soliciting their feedback; that a report will be written showing the results and it will be presented Governing Board in April after a Mental Health Commission Public Hearing is held. She then reported that IT staff had updated the Wi-Fi speed at all five locations; and then provided a staffing update.



Chair Leano inquired about the upcoming Proposition 1, the Mental Health Services Act ballot measure and the bond attached to it. He shared that he received an email from the California League of Women Voters who took a position of opposition.

Executive Director Hundal shared that staff is working on talking points for the Governing Board; that Director of MHSA and Ethnic Services Barford is taking the lead and talking to other counties are doing and staying updated on the information they are presenting; and that she will share the talking points with General Counsel Flower before distributing them to the Board. She also mentioned that she has heard that Proposition 1 will pass, noting that she was not advocating for it, that she was simply sharing the information she heard. She added that if Proposition 1 passes, staff will be holding community forums to share what it will mean for TCMHA as an agency; that they will keep the Governing Board up to date; and that management will do as much as possible to communicate with staff and be creative to continue programming.

## **7. DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT**

Chief Financial Officer Acosta reported that accounting staff is working on the annual financial transactions report, the annual revenue and expenditure report with regards to MHSA funds, and the MHSA annual update, which requires a budget in addition to the annual operating budget. She then stated that TCMHA received another million dollars from LADMH (Los Angeles Department of Mental Health) for outstanding services from previous years' receivables, but have not received the funds that pass through LADMH for the current fiscal year since July of 2023 due to the implementation of CalAIM. She then provided an update on the two ongoing Facilities projects, stating that there is a delay for the Therapeutic Community Garden because there are manufacturing delays on the gazebo structure; and that it is anticipated that the bid results for the office remodel will be presented to the Governing Board at its March meeting.

Board Member Lantz inquired if staff had interacted with other counties to see if they have been receiving their reimbursements. Chief Financial Officer Acosta stated that the Los Angeles County has yet to receive any payment on TCMHA's behalf; that it is her understanding that other counties are experiencing similar situations; that she will have more information on this topic at the next Board meeting.

Board Member Vera inquired about the audit report and if the Board can expect to receive it at the March Board meeting. Chief Financial Officer Acosta replied in the affirmative, noting that staff have been experiencing some challenges as a result of the implementation of the new Governmental Accounting Standards Board (GASB) Statement; and that staff have been trying to get the auditors back in to complete the audit since it has been hard to work with their schedule.

Board Member Vera expressed that in order to approve the budget in May or June for the next fiscal year, the Board should have the audit report in hand; and that if it is anticipated that the audit will not be ready in March, he would like to know the reason for not being ready. Chief Financial Officer Acosta shared that there have been some issues regarding negotiations with the agreement with the vendor; that the implementation of GASB 96 has also added a delay to everything; and that staff will do their best to have it all completed by March.

General Counsel Flower added that Chief Financial Officer Acosta and Controller Bogle have been working diligently working to get the audit completed; that there have been frustrating negotiations in dealing with the auditors, not related to the audit itself.

**8. LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT**

Chief Clinical Officer Renteria highlighted the work that was done at the Service Connection event that occurred in Pomona on December 15, 2023, stating that the Los Angeles County Chief Executive Office conducted a Pathway Home Encampment resolution event focused on RV's in one area where unsheltered individuals were living. She stated that the Pathway Home event was held where a number of providers were in attendance to help people as they transitioned to more permanent housing; that 43 individuals were moved into hotels; that Tri-City Mental Health Authority, along with Los Angeles County Department of Mental Health, provided mental health support services during the event, and shared that three staff members were present at the event, two from the Access to Care Department and one from the Full-Service Partnership Department; and that everyone they interacted with walked away with an appointment or a re-engagement strategy. She then shared a quote from one of the Clinical Therapists, Tracy Boase, wherein she expressed gratitude for being able to participate in the event, and connect with participants and County representatives. Lastly, she mentioned that since the event, TCMHA has received more referrals from the staff at Sunset Motel where the event was held.

**9. SEEYAM TEIMOORI, MEDICAL DIRECTOR REPORT**

Medical Director Teimoori referred to his report noting that he had listed information about the services provided and opened it up for questions from the Board.

Board Member Vera shared that Dr. Kim is the new Medical Staff Director at Pomona Valley Hospital and also the head of the Emergency Department, noting that Dr. Kim would like to meet with Medical Director Teimoori; and then inquired about the vacancies for the Psychiatrist position. Medical Director Teimoori responded that there is one vacancy; that with the current psychiatrist, they cut down on the office. Board Member Vera shared that he spoke with a previous TCMHA employee who is now the Director for San Bernardino County who informed him that they can recruit doctors who have a private practice, as long as it does not conflict with their current practice. Medical Director Teimoori shared that it is also the same practice at TCMHA.

Discussion ensued regarding the competitive pay rate for psychiatrists in today's job market between the private sector and public sector.

Chair Leano inquired about the long-term outlook for TCMHA and the best way to recruit and retain the next generation of psychiatric professionals. Medical Director Teimoori indicated that one of the advantages at TCMHA is that psychiatrists spend more time with patients rather than a 'hamster wheel' system. He shared that they lost the indirect time; that they used to bill for the time spent with the patient face-to-face and non face-to-face documentation, collaboration and more, which is half the billing time; that there is more of a push to get more billing hours and service hours, which in turn has caused significant burn out for the doctors. He added that another problem they have is that the no-show rate of patients after COVID drastically changed. Executive Director Hundal added that in the public sector they are not able to bill a patient for not showing up, which is something that is regularly practiced in the private sector.

Board Member Lantz inquired about the use of reminder programs. Executive Director Hundal stated that reminders are conducted through manual phone calls, but TCMHA is moving towards automated reminders.

Chief Compliance Officer Majors-Stewart explained that staff are in the midst of switching to automated appointment reminders, and doing research and development to see what leads to an increase in no-show rates and what has helped to increase attendance. She shared that they would have more information at the future Board meetings.

Executive Director Hundal shared that they have a great employment packet for psychiatrists. Discussion ensued regarding the shortage of medical professionals and the disconnection between the private and public sectors.

#### **10. DANA BARFORD, DIRECTOR OF MHSA AND ETHNIC SERVICES REPORT**

Director of MHSA and Ethnic Services Barford reported that staff are in the process of recruiting and spreading the word to the community members about the Community Wellbeing Grants, which are designed for communities that are located in one of the three cities and the focus is on ages 0-25. She announced that there are two upcoming events: 1) virtual information night on February 6th at six o'clock; and 2) the Bidders' conference on February 20th and February 22nd, via Zoom, noting that the meetings are mandatory for those who are interested in applying. She also reported that the Innovation project Help@Hand, had been completed; that over the next six months staff will be working with other counties and TCMHA's Project Manager to aggregate all the data outcomes and information; and thereafter, staff will be able to present the information to the Governing Board.

#### **11. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT**

Chief Compliance Officer Majors-Stewart referred to the HIPAA Development effort that the Best Practices division is leading, and stated that over the next few months staff will be focusing on policies, protocols, workplace process protocol assessment, analysis and training related to HIPAA and other privacy laws. She stated that the primary objective is to maximize compliance, minimize threats, and identify areas with potential risk issues to fix them and ensure protection.

#### **GOVERNING BOARD COMMENTS**

Vice-Chair Nolte thanked the TCMHA staff for their hard work.

Board Member Vera requested a report about the impact of artificial intelligence on the current work situation.

#### **PUBLIC COMMENT**

There was no public comment.

#### **ADJOURNMENT**

At 5:43 p.m., on consensus of the Governing Board its meeting of January 17, 2024 was adjourned. The next Regular Meeting of the Governing Board will be held on Wednesday, February 21, 2024 at 5:00 p.m., in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.



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

**DATE:** February 21, 2024

**TO:** Governing Board of Tri-City Mental Health Authority

**FROM:** Rimmi Hundal, Executive Director

**BY:** Liz Renteria, LCSW, Chief of Clinical Services

**SUBJECT:** Consideration of Resolution No. 733 Authorizing the Executive Director to Execute Two Buyer's Order Contracts with Model 1 Commercial Vehicles, Inc. to Purchase 2 Vehicles in the Amount of \$135,580.00 for the Crisis Care Mobile Unit Program

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Summary:

Staff is seeking approval to authorize Tri-City Mental Health Authority (TCMHA) to enter into agreements with Model 1 Commercial Vehicles, Inc. for the purchase of two vehicles for the Mobile Crisis Care program slated to begin in Fiscal Year 2024-25. This agreement will allow TCMHA to purchase vehicles for mobile crisis response for clients in accordance with the approved Action Plan that was submitted to the Department of Health Care Services. The cost of each vehicle is \$67,790.00 for a total of \$135,580.00.

Background:

In March of 2022 TCMHA was awarded a \$200,000 planning grant by the California Department of Health Care Services for planning and design of Crisis Care Mobile Units. On March 16, 2022, Resolution No. 641 for the Subcontract Agreement No. 7460-CA MOBILE CRISIS-TRICITY-01 with the Advocates for Human Potential, Inc. for Behavioral Health Mobile Crisis and Non-Crisis Services Project No. 21-10349 with the California Department of Health Care Services was approved by the board authorizing the Executive Director to execute the agreement and any amendments thereafter.

From March 2022 to February 2023, TCMHA engaged in ongoing and cross-sector collaboration with local and regional organizations (e.g., school districts, law enforcement, social service agencies, etc.) and reviewed community needs assessments, for the creation of an action plan for an expanded mobile behavioral and mental health crisis response program for residents of Pomona, Claremont, and La Verne. The plan included the development of field capable mobile response vehicles for crisis response.

In May of 2023 TCMHA received a contract amendment for an additional \$300,000 for the purchase of vehicles and other supplies for Crisis Care Mobile Unit program. The amendment was fully executed in July 2023.

**Governing Board of Tri-City Mental Health Authority**  
***Consideration of Resolution No. 733 Authorizing the Executive Director to Execute Two Buyer's Order Contracts with Model 1 Commercial Vehicles, Inc. to Purchase 2 Vehicles in the Amount of \$135,580.00 for the Crisis Care Mobile Unit Program***  
**February 21, 2024**  
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A total of three quotes were obtained with two of those quotes obtained from local vendors. Due to the need to assess and view the vehicle in person by Tri-City staff members, it was necessary for local vendors to be contacted; however, limited vendors were available. The third quote was an online quote from a vendor within California, which did not include shipping costs.

Fiscal Impact:

The purchase of these vehicles will be funded by the Crisis Care Mobile Unit (CCMU) Grant which allows for the purchase of up to three vehicles for this program. The cost of each vehicle is \$67,790.00 for a total of \$135,580.00.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 733 authorizing the Executive Director to execute two Buyer's Order Contracts with Model 1 Commercial Vehicles, Inc. to purchase of two (2) Vehicles for the Crisis Care Mobile Unit Program in the amount of \$135,580.00.

Attachments:

*Attachment 2-A:* Resolution No. 733 - Draft

*Attachment 2-B:* Buyer's Order Contract for Braun Voyager Side Entry (1)

*Attachment 2-C:* Buyer's Order Contract for Braun Voyager Side Entry (2)

**RESOLUTION NO. 733**

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING ITS EXECUTIVE DIRECTOR TO EXECUTE TWO (2) BUYER'S ORDER CONTRACTS WITH MODEL 1 COMMERCIAL VEHICLES, INC. TO PURCHASE TWO (2) VEHICLES IN THE AMOUNT OF \$135,580.00 FOR THE CCMU PROGRAM**

**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 purchase two (2) vehicles for the Crisis Care Mobile Unit (CCMU) Program. In March 2022, the Authority was awarded a planning grant in the amount of \$200,000 by the California Department of Health Care Services (CDHCS) for the planning and design of CCMUs.

B. TCMHA's Facilities Division obtained three (3) Bids, and the Bid submitted by Model 1 Commercial Vehicles, Inc. was selected in the amount of \$135,580.00

C. The purchase of the two vehicles will funded by the CCMU Grant.

**2. Action**

The Authority's Executive Director is authorized to execute two Buyer's Order Contracts to purchase two (2) vehicles from Model 1 Commercial Vehicles, Inc. in the total amount of \$135,580.00 for the Crisis Care Mobile Unit Program.

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on February 21, 2024 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: \_\_\_\_\_



**Model 1 Commercial Vehicles, Inc.**  
 14740 Ramona Ave  
 Chino, CA 91710

Phone: (909) 203-4800  
 Fax: (909) 465-5529  
 model1.com

**BUYER'S ORDER CONTRACT**

<b>Date:</b>	November 7, 2023	<b>Unit #(s):</b>	1704295
<b>Customer Name:</b>	Tri-City Mental Health		
<b>Contact:</b>	Alex Ramirez	<b>Phone:</b>	909-973-3555
<b>Address:</b>	2008 N Garey Ave.	<b>Fax:</b>	
<b>City, State, Zip:</b>	Pomona , CA 91767	<b>E-Mail:</b>	<a href="mailto:ARamirez@Tricitymhs.org">ARamirez@Tricitymhs.org</a>
<b>Customer ID:</b>		<b>Salesperson:</b>	Andrew Freer
<b>Ship To Address:</b>	Attn: Alex Ramirez - Tri-City Mental Health - 2008 N Garey Ave.		
<b>Ship To Address Cont'd:</b>	Pomona , CA 91767		
<b>Ship To Phone:</b>	909-973-3555	<b>Ship To Email:</b>	ARamirez@Tricitymhs.org
<b>Finance Source:</b>		<b>Contact:</b>	
<b>Address:</b>		<b>Phone:</b>	
<b>City, State, Zip:</b>		<b>County:</b>	
<b>Description of Vehicle:</b>	2021 BraunAbility Voyager-3.6L V6-Gas-Side Entry W/C Ramp- 4 Ambulatory + 1 Wheelchair		
Customer Tax Exempt / CA Exempt Plates			
Delivery Included			
<b>VIN #:</b>	[REDACTED]		
<b>Engine Type:</b>	Gas	<b>FOB Terms:</b>	Shipping
<b>Number of Passengers:</b>	4	<b>Wheelchair Positions:</b>	1
<b>Estimated Delivery Date:</b>	2 Weeks ARO	<b>Payment Terms:</b>	Prepay
<b>Possession State:</b> CA		Unit Price	\$ 67,790.00
		Delivery	\$ -
		Incentive (Non-Taxable)	\$ -
		Rebates (Taxable)	\$ -
		Doc Prep Fee (Taxable)	\$ 85.00
		<b>Base Selling Price</b>	<b>\$ 67,875.00</b>
		ADA Amount (Non Taxable)	<b>\$ 8,000.00</b>
		Total Taxable Amount	\$ 59,875.00
<b>0.000% CA - Pomona</b>		<b>Sales Tax* (Estimated)</b>	<b>\$ -</b>
<b>Notes:</b>			
* The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.			
Sales tax estimate is calculated based on the location in which the customer registers the vehicle.			
All rebates and incentives will be signed over to Model 1 Commercial Vehicles, Inc. California State Tire Fee of \$1.75 per tire applies to all new vehicle purchase or leases.			
		DMV Fees* (Estimated)	\$ -
		DMV Electronic Filing Fee	\$ 33.00
		Tire Fee	\$ 7.00
		<b>Fees Sub-Total</b>	<b>\$ 40.00</b>
		<b>Total Price Per Unit</b>	<b>\$ 67,915.00</b>
		Quantity	1
		<b>Contract Total</b>	<b>\$ 67,915.00</b>
		<b>0.00</b>	
		Customer Net Trade	\$ -
		Customer Deposit	\$ -
			\$ -
		<b>Balance Due</b>	<b>\$ 67,915.00</b>

**Remit To:** PO Box 713176, Chicago, IL 60677-0376

**Terms and Conditions:**

1. **DEALER MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED.** This Vehicle is sold by Dealer "AS-IS" with no Dealer guarantee or warranty, implied or express. Dealer does not affirm or adopt any manufacturer warranties available to this Vehicle or any of its components. **DEALER HEREBY DISCLAIMS AND EXCLUDES FROM THIS SALE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS. CUSTOMER ACKNOWLEDGES THIS DISCLAIMER IS MADE IN CAPITALIZED, BOLD AND UNDERLINED FONT AND IS "CONSPICUOUS."**

Customer understands Dealer does not warrant the year of this Vehicle, the year of the chassis, or the year of any of its component parts, and that the manufacturer(s) of the Vehicle chassis or component is solely responsible for the year assigned to this Vehicle to the extent its year is referenced in the Agreement. If Customer is purchasing a "new" Vehicle as indicated above, Customer acknowledges that "new" means only that the Vehicle has not been previously titled although the Vehicle may have been used in a demo or a show; new does not create any warranty or expectation of value or performance. Customer understands and agrees that if either of Customer or Dealer should breach this Agreement or if Customer institutes any claim arising out of contract or the purchase of the Vehicle, the statute of limitation for any such claim is limited to one (1) year from the date of sale.

2. **DEPOSIT.** If indicated above, Customer Deposit is due at the time of signing this order contract. The balance due indicated above is due before vehicle(s) will be released to the Customer. If the vehicle(s) is not accepted by the Customer, the vehicle will be available for sale to other customers. The vehicle(s) will not be titled to the Customer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause.

3. **DEALER NOT AGENT OF MANUFACTURER.** Dealer is not the agent of the manufacturer. Dealer is not responsible for changes by the manufacturer in the price, available rebate, design or accessories of specially ordered vehicles. If Dealer's price increases on a specially ordered vehicle, or if a rebate to be received by Dealer is reduced or eliminated, the Customer's price will be increased by a like amount. If Customer is dissatisfied with the increase, Customer may cancel this order and Customer's deposit and trade-in or the actual cash value of the trade-in, if sold, minus any loan, will be refunded. Customer understands that manufacturer may, from time to time, change the model, design, or other elements, including the parts and accessories, in the vehicle and at any time a manufacturer makes such changes, neither Dealer nor manufacturer are obligated to make the same changes to Customer's vehicle, even if such changes are made prior to delivery of the vehicle.

4. **DELAYS.** Customer will not hold Dealer liable for any delay caused by the vehicle or any component part manufacturer, accidents, strikes, fires, Acts of God, or any other cause beyond Dealer's control.

5. **CUSTOMER'S INSPECTION AND ACCEPTANCE OF VEHICLE.** Customer understands that damage may have occurred to the vehicle at the manufacturer(s) factory, during transport to Dealer, or while in Dealer's possession, on Dealer's premises, or at a show or promotional event. Customer acknowledges that such damage to the vehicle, if any occurred, is typically corrected by the factory or repaired by the Dealer prior to delivery. Upon taking delivery of the vehicle, Customer acknowledges: (i) having received ample opportunity for, and actually inspecting the vehicle as fully as Customer desires and (ii) utilizing and relying solely upon Customer's own judgment to inspect and determine that the vehicle is of adequate quality, merchantable, and otherwise fit for the purposes intended by Customer such that Customer accepts the vehicle in its condition as of the date Customer signs the front page of this Agreement. Customer further acknowledges that Customer did not make Dealer aware, and that Dealer was unaware, implicitly or expressly, of any particular purpose intended by Customer for the Vehicle. Consequently, Customer has not relied upon Dealer's skill or judgment in the selection or delivery of the vehicle. Customer acknowledges that Dealer has not made any representation regarding the vehicle's condition, history, status, prior usage, quality of or regularity of care or servicing, nor the existence of prior damage and/or repair of damage except as required by law.

6. **IF NOT A CASH TRANSACTION. IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK**

7. **TITLE; ODOMETER STATEMENT.** Title to the Vehicle will remain with Dealer until the agreed upon purchase price is paid in full in cash or Customer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title shall pass to Customer even though the actual delivery of the Vehicle may be made at a later date. Customer agrees that no statement has been made as to the number of miles on any new, used, or demo vehicles, except as set forth in the odometer mileage statement as provided by the Federal Odometer Law and on the face of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement. Customer acknowledges receipt of such Federal Odometer Statement.

8. **TRADE-IN.** If Customer is trading in a vehicle, Customer will give Dealer the original bill of sale or the title to the trade-in. Customer promises that any trade-in which Customer gives in this purchase transaction is owned by Customer free of any lien or other claim except as noted on the other side of this Agreement. Customer promises that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Customer will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included. Any trade-in delivered by Customer to Dealer in connection with this Agreement shall be accompanied by documents sufficient to enable the Dealer to obtain a title to the trade-in in accordance with applicable state law. Customer warrants that the trade-in is or will be properly titled to Customer and/or Customer has the right to sell or otherwise convey the trade-in and the trade-in has never been a salvaged, reconditioned or rebuilt, flooded or a lemon buyback, and the trade-in is free and clear of all liens or encumbrances except as may be noted on the front of this Agreement.



9. REAPPRAISAL OF TRADE-IN. If Customer's initial trade-in value is determined by anything other than a physical appraisal by Dealer, Dealer may later reappraise and amend the value of the trade-in allowance at such time Dealer has the opportunity to perform a physical appraisal of the trade-in. This physical appraisal will then determine the actual trade-in allowance provided on the front side of this Agreement.

10. FAILURE TO COMPLETE PURCHASE. Customer agrees to pay the balance owed on the terms and accept delivery of the Vehicle within forty-eight (48) hours after being notified that the Vehicle is ready for delivery. Failure to timely accept delivery by Customer shall give Dealer the right to dispose of any trade-in, trading any cash consideration received as a deposit and retaining the same, and at Dealer's option, the right to retain any deposit and pursue any other remedy available under the law to adequately compensate Dealer's incidental and consequential damages and all other damages, costs, expenses, or losses incurred by Dealer because Customer failed to complete this purchase. If Dealer paid any negative equity balance on the trade-in, Customer shall pay to Dealer the amount paid on Customer's behalf. If Dealer brings an action or involves an attorney to enforce the terms of this section, Customer agrees to pay Dealer's reasonable attorneys' fees, court costs, and other expenses incurred in pursuing such action.

11. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. Incidental and consequential damages arising out of the sale, use, servicing and/or quality of this Vehicle, including, but not limited to, any loss of use, loss of time, inconvenience, aggravation, loss of wages/earnings/income, fuel/transportation expenses, hotel/motel costs, insurance, storage, rental or replacement, altered or cancelled trips/vacations, the cost of any food/meals and any other incidental and consequential damages are specifically excluded and Dealer specifically disclaims liability for any such incidental and/or consequential damages. Customer acknowledges that Customer shall not seek or recover such incidental or consequential damages from Dealer. Customer acknowledges this disclaimer of incidental and consequential damages is independent of and shall survive any failure of the essential purpose of any warranty or remedy.

12. NON-DEALER WARRANTY(S) (IF APPLICABLE). Customer understands and agrees that manufacturer(s)' written warranties, if any are applicable to this Vehicle, were fully and conspicuously disclosed in writing by Dealer, by Dealer disclosing and providing any such written instruments to Customer prior to Customer signing the front side of this Agreement and Customer acknowledges having physically received such written instruments. Customer acknowledges that Dealer is not an agent of the manufacturer and that Dealer has not represented or misrepresented the terms of any applicable manufacturer(s)' written warranties because either (i) Customer has read to Customer's satisfaction the actual terms of any such written instruments, which expressly state the coverage, application period, conditions, and exclusions or (ii) Customer has voluntarily chosen not to read such warranties.

13. TAXES, INSURANCE. Customer shall be liable for all sales, use, or other taxes of a similar nature applicable to the transaction unless such payment is otherwise prohibited by law. Customer assumes responsibility to cover the Vehicle described on the front of this Agreement with necessary and proper insurance coverage and assumes all legal liability arising from the operation of the Vehicle from the time of delivery. Customer understands that Customer is not covered by insurance on the Vehicle until Customer's insurance company accepts coverage on the Vehicle. Customer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to Customer's insurance company accepting coverage on the Vehicle.

14. CHOICE OF LAW AND VENUE, FEES. Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall be interpreted under the laws of the state in which Dealer is located and venue will be in the state and county in which Dealer is located or the applicable federal court. If Dealer brings a legal action to enforce or interpret this Agreement and prevails, Customer shall pay Dealer's reasonable attorneys' fees and costs incurred in such action. If Customer brings an action based on this Agreement and does not prevail, Customer shall pay Dealer's reasonable attorneys' fees and costs incurred in the defense of such action or any part thereof.

15. WAIVER OF JURY TRIAL; CLASS ACTIONS. Customer agrees that any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof will be decided by a judge, rather than a jury. Customer further agrees in connection with this purchase to waive Customer's right to participate as a class member in any class action lawsuit that might be brought against Dealer.

16. SEVERABILITY. Customer and Dealer agree that each portion of this Agreement is such that if any term, provision or paragraph is found to be invalid, voidable, or unenforceable for any reason, such provision or paragraph may be severed and all other portions of this Agreement shall remain valid and enforceable.

17. ENTIRE AGREEMENT/NO RELIANCE. The written terms on the front and reverse side of this Contract comprise the entire agreement between Customer and Dealer, and Customer has read and understands the front and reverse side of this Agreement. No verbal, unwritten, electronic or other communication of any nature not contained in this Agreement was relied upon by Customer, became part of the basis of Customer's bargain, or is enforceable by Customer against Dealer even if alleged or determined to constitute fraud, fraudulent inducement, or fraudulent misrepresentation and no such verbal, unwritten, electronic, or other communication shall invalidate this Agreement or any written provision herein, or serve as grounds for Customer's rejection, rescission, or revocation of acceptance of this Agreement or this Vehicle, such that Customer cannot seek or obtain any statutory, legal, equitable or other relief against Dealer as a result thereof. Customer acknowledges and agrees that all discussions, negotiations, advertisements, representations, and affirmations of fact in any format, whether verbal, written, electronic or otherwise, which are not written in this Agreement, were not relied upon by Customer, are not included in this Agreement, and are not enforceable against Dealer.

**Authorized Customer's Representative**

**Model 1 Commercial Vehicles, Inc.**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**Model 1 Commercial Vehicles, Inc.**  
 14740 Ramona Ave  
 Chino, CA 91710

Phone: (909) 203-4800  
 Fax: (909) 465-5529  
 model1.com

**BUYER'S ORDER CONTRACT**

<b>Date:</b>	January 31, 2024	<b>Unit #(s):</b>	1706832
<b>Customer Name:</b>	Tri-City Mental Health		
<b>Contact:</b>	Alex Ramirez	<b>Phone:</b>	909-973-3555
<b>Address:</b>	2008 N Garey Ave.	<b>Fax:</b>	
<b>City, State, Zip:</b>	Pomona , CA 91767	<b>E-Mail:</b>	<a href="mailto:ARamirez@Tricitymhs.org">ARamirez@Tricitymhs.org</a>
<b>Customer ID:</b>		<b>Salesperson:</b>	Andrew Freer
<b>Ship To Address:</b>	Attn: Alex Ramirez - Tri-City Mental Health - 2008 N Garey Ave.		
<b>Ship To Address Cont'd:</b>	Pomona , CA 91767		
<b>Ship To Phone:</b>	909-973-3555	<b>Ship To Email:</b>	ARamirez@Tricitymhs.org
<b>Finance Source:</b>		<b>Contact:</b>	
<b>Address:</b>		<b>Phone:</b>	
<b>City, State, Zip:</b>		<b>County:</b>	
<b>Description of Vehicle:</b>	2022 BraunAbility Voyager-3.6L V6-Gas-Side Entry W/C Ramp- 4 Ambulatory + 1 Wheelchair		
Customer Tax Exempt / CA Exempt Plates			
Delivery Included			
<b>VIN #:</b>	[REDACTED]		
<b>Engine Type:</b>	Gas	<b>FOB Terms:</b>	Shipping
<b>Number of Passengers:</b>	4	<b>Wheelchair Positions:</b>	1
<b>Estimated Delivery Date:</b>	2 Weeks ARO	<b>Payment Terms:</b>	Prepay
<b>Possession State:</b> CA		Unit Price	\$ 67,790.00
		Delivery	\$ -
		Incentive (Non-Taxable)	\$ -
		Rebates (Taxable)	\$ -
		Doc Prep Fee (Taxable)	\$ 85.00
		<b>Base Selling Price</b>	<b>\$ 67,875.00</b>
		ADA Amount (Non Taxable)	<b>\$ 8,000.00</b>
		Total Taxable Amount	\$ 59,875.00
<b>0.000%</b> CA - Pomona		<b>Sales Tax* (Estimated)</b>	<b>\$ -</b>
<b>Notes:</b>			
* The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.			
Sales tax estimate is calculated based on the location in which the customer registers the vehicle.			
All rebates and incentives will be signed over to Model 1 Commercial Vehicles, Inc. California State Tire Fee of \$1.75 per tire applies to all new vehicle purchase or leases.			
		DMV Fees* (Estimated)	\$ -
		DMV Electronic Filing Fee	\$ 33.00
		Tire Fee	\$ 7.00
		<b>Fees Sub-Total</b>	<b>\$ 40.00</b>
		<b>Total Price Per Unit</b>	<b>\$ 67,915.00</b>
		Quantity	1
		<b>Contract Total</b>	<b>\$ 67,915.00</b>
		<b>0.00</b>	
		Customer Net Trade	\$ -
		Customer Deposit	\$ -
			\$ -
		<b>Balance Due</b>	<b>\$ 67,915.00</b>

**Remit To:** PO Box 713176, Chicago, IL 60677-0376

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1. **DEALER MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED.** This Vehicle is sold by Dealer "AS-IS" with no Dealer guarantee or warranty, implied or express. Dealer does not affirm or adopt any manufacturer warranties available to this Vehicle or any of its components. **DEALER HEREBY DISCLAIMS AND EXCLUDES FROM THIS SALE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS. CUSTOMER ACKNOWLEDGES THIS DISCLAIMER IS MADE IN CAPITALIZED, BOLD AND UNDERLINED FONT AND IS "CONSPICUOUS."**

Customer understands Dealer does not warrant the year of this Vehicle, the year of the chassis, or the year of any of its component parts, and that the manufacturer(s) of the Vehicle chassis or component is solely responsible for the year assigned to this Vehicle to the extent its year is referenced in the Agreement. If Customer is purchasing a "new" Vehicle as indicated above, Customer acknowledges that "new" means only that the Vehicle has not been previously titled although the Vehicle may have been used in a demo or a show; new does not create any warranty or expectation of value or performance. Customer understands and agrees that if either of Customer or Dealer should breach this Agreement or if Customer institutes any claim arising out of contract or the purchase of the Vehicle, the statute of limitation for any such claim is limited to one (1) year from the date of sale.

2. **DEPOSIT.** If indicated above, Customer Deposit is due at the time of signing this order contract. The balance due indicated above is due before vehicle(s) will be released to the Customer. If the vehicle(s) is not accepted by the Customer, the vehicle will be available for sale to other customers. The vehicle(s) will not be titled to the Customer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause.

3. **DEALER NOT AGENT OF MANUFACTURER.** Dealer is not the agent of the manufacturer. Dealer is not responsible for changes by the manufacturer in the price, available rebate, design or accessories of specially ordered vehicles. If Dealer's price increases on a specially ordered vehicle, or if a rebate to be received by Dealer is reduced or eliminated, the Customer's price will be increased by a like amount. If Customer is dissatisfied with the increase, Customer may cancel this order and Customer's deposit and trade-in or the actual cash value of the trade-in, if sold, minus any loan, will be refunded. Customer understands that manufacturer may, from time to time, change the model, design, or other elements, including the parts and accessories, in the vehicle and at any time a manufacturer makes such changes, neither Dealer nor manufacturer are obligated to make the same changes to Customer's vehicle, even if such changes are made prior to delivery of the vehicle.

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6. **IF NOT A CASH TRANSACTION. IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK**

7. **TITLE; ODOMETER STATEMENT.** Title to the Vehicle will remain with Dealer until the agreed upon purchase price is paid in full in cash or Customer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title shall pass to Customer even though the actual delivery of the Vehicle may be made at a later date. Customer agrees that no statement has been made as to the number of miles on any new, used, or demo vehicles, except as set forth in the odometer mileage statement as provided by the Federal Odometer Law and on the face of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement. Customer acknowledges receipt of such Federal Odometer Statement.

8. **TRADE-IN.** If Customer is trading in a vehicle, Customer will give Dealer the original bill of sale or the title to the trade-in. Customer promises that any trade-in which Customer gives in this purchase transaction is owned by Customer free of any lien or other claim except as noted on the other side of this Agreement. Customer promises that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Customer will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included. Any trade-in delivered by Customer to Dealer in connection with this Agreement shall be accompanied by documents sufficient to enable the Dealer to obtain a title to the trade-in in accordance with applicable state law. Customer warrants that the trade-in is or will be properly titled to Customer and/or Customer has the right to sell or otherwise convey the trade-in and the trade-in has never been a salvaged, reconditioned or rebuilt, flooded or a lemon buyback, and the trade-in is free and clear of all liens or encumbrances except as may be noted on the front of this Agreement.

9. REAPPRAISAL OF TRADE-IN. If Customer's initial trade-in value is determined by anything other than a physical appraisal by Dealer, Dealer may later reappraise and amend the value of the trade-in allowance at such time Dealer has the opportunity to perform a physical appraisal of the trade-in. This physical appraisal will then determine the actual trade-in allowance provided on the front side of this Agreement.

10. FAILURE TO COMPLETE PURCHASE. Customer agrees to pay the balance owed on the terms and accept delivery of the Vehicle within forty-eight (48) hours after being notified that the Vehicle is ready for delivery. Failure to timely accept delivery by Customer shall give Dealer the right to dispose of any trade-in, trading any cash consideration received as a deposit and retaining the same, and at Dealer's option, the right to retain any deposit and pursue any other remedy available under the law to adequately compensate Dealer's incidental and consequential damages and all other damages, costs, expenses, or losses incurred by Dealer because Customer failed to complete this purchase. If Dealer paid any negative equity balance on the trade-in, Customer shall pay to Dealer the amount paid on Customer's behalf. If Dealer brings an action or involves an attorney to enforce the terms of this section, Customer agrees to pay Dealer's reasonable attorneys' fees, court costs, and other expenses incurred in pursuing such action.

11. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. Incidental and consequential damages arising out of the sale, use, servicing and/or quality of this Vehicle, including, but not limited to, any loss of use, loss of time, inconvenience, aggravation, loss of wages/earnings/income, fuel/transportation expenses, hotel/motel costs, insurance, storage, rental or replacement, altered or cancelled trips/vacations, the cost of any food/meals and any other incidental and consequential damages are specifically excluded and Dealer specifically disclaims liability for any such incidental and/or consequential damages. Customer acknowledges that Customer shall not seek or recover such incidental or consequential damages from Dealer. Customer acknowledges this disclaimer of incidental and consequential damages is independent of and shall survive any failure of the essential purpose of any warranty or remedy.

12. NON-DEALER WARRANTY(S) (IF APPLICABLE). Customer understands and agrees that manufacturer(s)' written warranties, if any are applicable to this Vehicle, were fully and conspicuously disclosed in writing by Dealer, by Dealer disclosing and providing any such written instruments to Customer prior to Customer signing the front side of this Agreement and Customer acknowledges having physically received such written instruments. Customer acknowledges that Dealer is not an agent of the manufacturer and that Dealer has not represented or misrepresented the terms of any applicable manufacturer(s)' written warranties because either (i) Customer has read to Customer's satisfaction the actual terms of any such written instruments, which expressly state the coverage, application period, conditions, and exclusions or (ii) Customer has voluntarily chosen not to read such warranties.

13. TAXES, INSURANCE. Customer shall be liable for all sales, use, or other taxes of a similar nature applicable to the transaction unless such payment is otherwise prohibited by law. Customer assumes responsibility to cover the Vehicle described on the front of this Agreement with necessary and proper insurance coverage and assumes all legal liability arising from the operation of the Vehicle from the time of delivery. Customer understands that Customer is not covered by insurance on the Vehicle until Customer's insurance company accepts coverage on the Vehicle. Customer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to Customer's insurance company accepting coverage on the Vehicle.

14. CHOICE OF LAW AND VENUE, FEES. Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall be interpreted under the laws of the state in which Dealer is located and venue will be in the state and county in which Dealer is located or the applicable federal court. If Dealer brings a legal action to enforce or interpret this Agreement and prevails, Customer shall pay Dealer's reasonable attorneys' fees and costs incurred in such action. If Customer brings an action based on this Agreement and does not prevail, Customer shall pay Dealer's reasonable attorneys' fees and costs incurred in the defense of such action or any part thereof.

15. WAIVER OF JURY TRIAL; CLASS ACTIONS. Customer agrees that any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof will be decided by a judge, rather than a jury. Customer further agrees in connection with this purchase to waive Customer's right to participate as a class member in any class action lawsuit that might be brought against Dealer.

16. SEVERABILITY. Customer and Dealer agree that each portion of this Agreement is such that if any term, provision or paragraph is found to be invalid, voidable, or unenforceable for any reason, such provision or paragraph may be severed and all other portions of this Agreement shall remain valid and enforceable.

17. ENTIRE AGREEMENT/NO RELIANCE. The written terms on the front and reverse side of this Contract comprise the entire agreement between Customer and Dealer, and Customer has read and understands the front and reverse side of this Agreement. No verbal, unwritten, electronic or other communication of any nature not contained in this Agreement was relied upon by Customer, became part of the basis of Customer's bargain, or is enforceable by Customer against Dealer even if alleged or determined to constitute fraud, fraudulent inducement, or fraudulent misrepresentation and no such verbal, unwritten, electronic, or other communication shall invalidate this Agreement or any written provision herein, or serve as grounds for Customer's rejection, rescission, or revocation of acceptance of this Agreement or this Vehicle, such that Customer cannot seek or obtain any statutory, legal, equitable or other relief against Dealer as a result thereof. Customer acknowledges and agrees that all discussions, negotiations, advertisements, representations, and affirmations of fact in any format, whether verbal, written, electronic or otherwise, which are not written in this Agreement, were not relied upon by Customer, are not included in this Agreement, and are not enforceable against Dealer.

**Authorized Customer's Representative**

**Model 1 Commercial Vehicles, Inc.**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



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

**DATE:** February 21, 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. 734 Authorizing the Executive Director to execute Amendment No. 3 to the Service Agreement with Airespring, Inc. for Network Services Migrating Project

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Summary:

Tri-City Mental Health is seeking approval from the Governing Board to amend the original service agreement with Airespring, Inc. to reflect services to be provided in lieu of those in the original Service Agreement.

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 costs, 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 was then signed in April of 2023, which would have revised the original modes (connection type) of services for two of the locations: 2008 N. Garey, and 1900 Royalty. After site surveys were completed for both of these locations, it was determined that heavy construction would still be necessary for implementation at the 1900 Royalty site and as such Airespring has agreed they will not be able to provide an acceptable secondary service at this location. Since the adoption of Amendment No.2, Airespring informed the agency that a new method of internet delivery had been made available to our 2008 N Garey location which would not incur the construction cost agreed upon in the earlier amendment. The suggested replacement service can be brought into the building with minimally disruptive installation and without an expense beyond the service cost of \$756.04/month.

**AGENDA ITEM NO. 3**

**Governing Board of Tri-City Mental Health Authority  
 Consideration of Resolution No. 734 Authorizing the Executive Director to execute  
 Amendment No. 3 to the Service Agreement with Airespring, Inc. for Network Services  
 Migrating Project  
 February 21, 2024  
 Page 2**

History of proposed changes to each of the affected connections can be seen in the table below by each amendment column (Amendment #1 only changed the terms of the contract, and did not change the price of services):

Connection	Original Term	Amendment #2	Amendment #3
2008 Garey Primary Connection	\$664.56 MRC	No change	No change
2008 Garey Secondary Connection	\$160 MRC	\$165 MRC + Construction NRC (\$18,555)	\$756.04 MRC (no construction)
1900 Royalty Primary Connection	\$695 MRC	No change	No change
1900 Royalty Secondary Connection	\$160 MRC	\$737.20 MRC	0 – not to be provided

The net difference upon adoption of Amendment #3 is shown in the table below:

	2008 Primary	2008 Secondary	Royalty Primary	Royalty Secondary	Totals
Original Terms	\$ 664.56	\$ 160.00	\$ 695.00	\$ 160.00	\$ 1,679.56
Change per Amendment #2	\$ -	\$ 5.00	\$ -	\$ 577.20	\$ 582.20
New Total by Site	\$ 664.56	\$ 165.00	\$ 695.00	\$ 737.20	\$ 2,261.76
Changes per Amendment #3	\$ -	\$ 591.04	\$ -	\$ (737.20)	\$ (146.16)
New Total by Site	\$ 664.56	\$ 756.04	\$ 695.00	\$ -	\$ 2,115.60
					Net Change \$ (146.16) *

\*=net change from amendment #2 to #3 is a decrease of \$146.16

Fiscal Impact:

The original broadband service at 2008 N Garey was signed at \$160/month. The new service in Amendment No.3 is to be \$756.04/month (a net increase in cost of \$591.04 monthly), in lieu of any construction costs which were presented in Amendment No. 2.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 734 authorizing the Executive Director to execute Amendment No. 3 to the Service Agreement with Airespring, Inc. for Network Services Migration Project effective February 21, 2024, in order to proceed with the remaining connections as indicated in the Service Agreement.

Attachments

*Attachment 3-A:* Resolution No. 734 - Draft

*Attachment 3-B:* Addendum No. 3 to Airespring Agreement

## RESOLUTION NO. 734

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 3 TO THE SERVICES AGREEMENT WITH AIRESFRING, INC. FOR NETWORK SERVICES MIGRATION PROJECT

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”) adopted Resolution No. 620 on November 17, 2021, awarding a Services Agreement for the Network Services Migration Project to Airespring, Inc. in the amount of \$76,495.68 annually.

B. On May 17, 2023, the Authority adopted Resolution No. 710 approving Amendment No. 2 to the Services Agreement with Airespring, Inc. to pay an additional \$582.20 per month for three years, totaling an increase of \$20,952, for new broadband services.

C. The Authority desires to amend again the existing Services Agreement with Airespring, Inc. for the new method DIA (Dedicated Internet Access) which is a one-to-one connection directly between our location and Spectrum via fiber optic cable, resulting in a modified cost savings of \$146.16 per month.

2. **Action**

The Governing Board authorizes the Executive Director to enter into, and execute, Amendment No. 3 to the existing Services Agreement with Airespring, Inc. for Network Services Migration Project effective February 21, 2024, in the amount of \$756.04 per month, and proceed with the remaining connections as indicated in the Service Agreement.

[Continued on Page 2]

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on February 21, 2024, 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:\_\_\_\_\_

DRAFT



## AMENDMENT NO. 3 TO AIRESRING SERVICE AGREEMENT

This Amendment No. 3 to the AireSpring Master Service Agreement (“Amendment”) is made and entered into as of January 9, 2024 (“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. In lieu of any other service at the 2008 N GAREY AVE POMONA, CA location, Customer is instead ordering a DIA circuit for this location with no build out necessary. Pricing will be as given here below in the section entitled “New Replacement January 9, 2024 Order”.

<b><u>New Replacement January 9, 2024 Order</u></b>				
<b><u>2008 N GAREY AVE POMONA, CA 91767-2722</u></b>				
<b>Qty</b>	<b>Circuit</b>	<b>3-Year Term</b>	<b>Total MRC</b>	<b>Total NRC</b>
1	Internet Fast Ethernet 100 Mbps - Loop – Spectrum /AireSpring IP		\$216.04	\$0.00
1	Fast Ethernet - 100 Mbps - Port		\$540.00	\$0.00
<b>NEW SUBTOTAL:</b>			<b>\$756.04</b>	<b>\$0.00</b>

2. Customer’s 200 Mbps Spectrum Broadband circuit originally listed in the March 3, 2022, order for 1900 ROYALTY DR POMONA, CA was cancelled and was to have been 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. However, Customer is unable to get authorization from its property manager to install the 100 Mbps proposed Spectrum circuit. Thus that order was cancelled and Airespring has provided only one circuit from Frontier at this location. Customer will thus be responsible for their own back up circuit for this location.

3. The new Replacement Order set forth above, and the corresponding terms, will replace the circuits set forth above for the corresponding locations in the March 3, 2022 MSOA and in the earlier Amendment 2.

Except for the changes set forth in this Amendment No. 3, above, all other terms and conditions in the March 3, 2022 MSOA and Amendment 2 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 MONTHLY STAFF REPORT

**DATE:** February 21, 2024  
**TO:** Governing Board of Tri-City Mental Health Authority  
**FROM:** Rimmi Hundal, Executive Director  
**SUBJECT:** Executive Director's Monthly Report

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### **BLACK HISTORY MONTH**

February has been designated as Black History Month, also known as African American History month. This month honors the impact African Americans have made in the United States. The celebration was created in 1926 by Carter G. Woodson, a noted African American historian, scholar, educator, and publisher. February was also chosen to coincide with Fredrick Douglas and Abraham Lincoln's birthdays.

### **MENTAL HEALTH SERVICES ACT (MHSA)**

The MHSA Department will be hosting two stakeholder meetings/Community Forums on Thursday February 22nd at 12:00pm and 5:30pm. We will be presenting an update to Tri-City's MHSA projects and programs funded under the MHSA. During these meetings we will also give an overview of proposed changes to MHSA through Proposition 1 on the March 2024 ballot initiative, and its projected impact on mental health services and programs. Both meetings will have the same content.

### **IT UPDATE**

Since our last report, the Information Technology department worked with staff to resolve over 400 inquiries and requests for assistance with hardware and software related issues. In addition to assisting staff, the department also is making efforts to improve the agency cybersecurity posture by providing testing and training for staff. The department is continuing its project of upgrading the network infrastructure for all Tri-City sites – In February the Wellness Center and 2001 MHSA building will be completed.

### **HUMAN RESOURCES**

#### Staffing – Month Ending January 2024

- Total Staff is 207 full-time and 8 part-time plus 44 full time vacancies 3 part-time vacancies for a total of 251 positions.
- There were 7 new hires in January 2024.
- There were 4 separations in January 2024.

**AGENDA ITEM NO. 4**

**Governing Board of Tri-City Mental Health Authority  
Monthly Staff Report of Rimmi Hundal  
February 21, 2024  
Page 2**

Workforce Demographics in January 2024

- American Indian or Alaska Native = 0.47%
- Asian = 8.84%
- Black or African American = 8.37%
- Hispanic or Latino = 61.86%
- Native Hawaiian or Other Pacific Islander = 0.47%
- Other = 3.26%
- Two or more races = 1.86%
- White or Caucasian = 14.88%

Posted Positions in January 2024

- Behavioral Health Advocate I – Wellness Center (.5 FTE)
- Behavioral Health Specialist – Access to Care (1 FTE)
- Behavioral Health Specialist – Children’s (1 FTE)
- Behavioral Health Worker – Wellness Center (1 FTE) – *hire pending*
- Clinical Program Manager – Children’s (1 FTE)
- Clinical Supervisor I – Access to Care (1 FTE)
- Clinical Therapist I/II – AOP (1 FTE)
- Clinical Therapist I/II – FSP/TAY (2 FTEs) – *1 hire pending*
- Clinical Therapist I/II – MHSSA Grant (1 FTE)
- Clinical Therapist II – PACT (1 FTE)
- Office Assistant – Medical Records/Front Desk (1 FTE)
- Office Assistant – Access to Care (1 FTE)
- Office Assistant – “Central Scheduling” (2 FTEs) – *2 hire pending*
- Program Supervisor – AOP (1 FTE)
- Psychiatric Technician I/II (2 FTEs) – *1 hire pending*
- Psychiatrist (1 FTE)
- Quality Assurance Specialist II (2 FTEs) – *1 hire pending*

**COVID-19 UPDATE**

March 1, 2022 was the State required vaccination booster deadline for all healthcare workers who are booster eligible. As of January 31, 2024, Tri-City staff have a vaccination compliancy rate of 86.98%. In February 2024, Tri-City will began to reduce our masking requirements for those staff that have received the 2023-2024 COVID-19 vaccine boosters and the influenza vaccine. As of January 31, 2024, 12.83% of our current vaccinated workforce has received both vaccinations. We anticipate that number to continue to grow in the coming weeks as more staff become eligible for the 2023-2024 booster.



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

**DATE:** February 21, 2024

**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

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**UNAUDITED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED  
DECEMBER 31, 2023 (2024 FISCAL YEAR-TO-DATE):**

The financials presented herein are the PRELIMINARY and unaudited financial statements for the six months ended December 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 \$8.7 million. MHSA operations accounted for approximately \$8.5 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 2023, Tri-City received MHSA funding of approximately \$11.4 million, of which \$8.4 million were for approved programs for fiscal 2023-24 MHSA operations and was reflected as MHSA Revenue Restricted for Future Period on the Statement of Net Position (balance sheet) at June 30, 2023. These restricted MHSA revenues have now been recorded as non-operating revenues in fiscal 2023-24. In addition, during this current fiscal year 2023-24 approximately \$14.9 million in MHSA funding has been received of which \$7.1 million was identified and approved for use in the current fiscal year 2023-24 and recorded as non-operating revenues, bringing the total MHSA non-operating revenues recognized to date up to approximately \$15.5 million. Unlike the requirement to reflect all available and **approved** MHSA funding when received as non-operating revenues, MHSA operating costs are reflected when incurred. Therefore, the matching of revenue to expense is not consistent as the timing of expenditures will lag behind the timing of revenue recognition.

The increase in net position of approximately \$186 thousand is from Clinic outpatient operations, which is the result of operations for the six months ended December 31, 2023 which includes one-time payments made at the beginning of the year.

The total cash balance at December 31, 2023 was approximately \$47.5 million, which represents an increase of approximately \$8.4 million from the June 30, 2023 balance of

**Governing Board of Tri-City Mental Health**  
**Rimmi Hundal, Executive Director**  
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approximately \$39.1 million. Outpatient Clinic operations, after excluding any intercompany receipts or costs resulting from MHSA operations, had an increase in cash of approximately \$1.3 million primarily as a result timing of cash receipts from LADMH. MHSA operations reflected an increase in cash of approximately \$7.1 million, after excluding intercompany receipts or costs resulting from clinic operations. Total increase in MHSA cash reflects the receipt of approximately \$14.9 million in MHSA funds offset by the use of cash for MHSA operating activities.

Approximately \$4.8 million in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the six months ended December 31, 2023. Note that all receipts in the current year have been related to outstanding accounts receivable, no amounts related to current year billings have been received to-date.

## **UPCOMING, CURRENT EVENTS & UPDATES**

### Overall Financial Update:

We continue to closely monitor for any new developments, changes to legislation and updated revenue projections from CBHDA, specifically with regard to MHSA as these revenues continually fluctuate and as evidenced in the past and as noted below, significantly differ from original projections as well as revised projections. 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 is required, the Fiscal Year 2022-23 MHSA ARER was submitted to DHCS and MHSAOAC on January 31, 2024 and was accepted by DHCS on February 9, 2024. With completed ARERs, DHCS will begin their annual process of updating their reversion calcs (as seen below) back down to the Counties for review. These are typically received in mid-March of every year and as such our tables will be updated at that time.

### Fiscal Year 2022-23 Annual Audit:

Final fieldwork is scheduled to recommence the week of February 26, 2024 with targeted issuance of opinions due the week of March 18, 2024.

### MHSA Reform:

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.

**Governing Board of Tri-City Mental Health  
 Rimmi Hundal, Executive Director  
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CalAIM:

As of September 7, 2023, Tri City was able to bill our first batch of claims and are currently awaiting adjudication from the State of said claims. There is currently no ETA as to when to expect this initial billing batch to be processed and paid. As of December 31, 2023 an estimated \$5.5 million in Medi-Cal claims has been recognized as revenue in the current year.

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 six months ended December 31, 2023.

	<b>MHSA</b>
Cash at December 31, 2023	\$ 37,995,306
Receivables net of Reserve for Cost Report Settlements	3,166,800
Prudent Reserves	(2,200,000) *
Estimated Remaining Expenses for Operations FY 2023-24	(8,465,892) **
Reserved for future CFTN Projects including approved TCG Project	(2,766,259)
Total Estimated Adjustments to Cash	<u>(10,265,351)</u>
Estimated Available at June 30, 2024	<u>\$ 27,729,955</u>
Estimated remaining MHSA funds to be received in FY 2023-24	\$ 8,814,779

\* 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, 2024, net of estimated Medi-Cal revenue, including actual and estimated amounts to year end 06/30/2024.

***MHSA Expenditures and MHSA Revenue Receipts –***

**FY 2023-24 Revenue Projections:** Based on the announcement that tax filings were delayed until October of 2023, for individuals living in Counties who experienced weather related States of Emergency. As a result, MHSA receipts were \$11.4 million for fiscal year 2022-23. Just like we experienced in fiscal year 2019-20, cash receipts were anticipated to decrease significantly followed by a significant increase in cash receipts in fiscal year 2023-24. To date, Tri City has received \$14.3 million for the five months ended November 30, 2023. For reference, the following table is an excerpt from the Fiscal Year 2023-24 MHSA Three-Year Plan.

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<b>Included in the MHSA FY 2023-24 Annual Update</b>	<b>CSS</b>	<b>PEI</b>	<b>Innovation</b>	<b>WET</b>	<b>CFTN</b>	<b>Totals</b>
Estimated Unspent Funds from Prior Fiscal Years	16,544,291	4,476,308	3,107,758	1,431,643	2,729,658	28,289,658
Transfers in FY 2023-24	(2,500,000)	-	-	500,000	2,000,000	-
Available for Spending in FY 2023-24	14,044,291	4,476,308	3,107,758	1,931,643	4,729,658	28,289,658
Approved Plan Expenditures during FY 2023-24	(11,610,705)	(3,336,066)	(980,883)	(611,680)	(980,700)	(17,520,034)
Remaining Cash before new funding	2,433,586	1,140,242	2,126,875	1,319,963	3,748,958	10,769,624
Estimated New FY 2023-24 Funding	11,178,109	2,794,527	735,402	-	-	14,708,038
Estimated Ending FY 2023-24 Unspent Fund Balance	13,611,695	3,934,769	2,862,277	1,319,963	3,748,958	25,477,662
<b>* Updated Funding Estimates for FY 2023-24 (as of June of 2023)</b>	17,998,168	4,499,542	1,184,090	-	-	23,681,800

**MHSA Reversion Update:**

Each remittance of MHSA funds received by Tri-City is required to be allocated among three of the five MHSA Plans, CSS, PEI and INN. The first 5% of each remittance is required to be allocated to INN and the remaining amount is split 80% to CSS and 20% to PEI. While the WET and the CapTech plans have longer time frames in which to spend funds (made up of one-time transfers into these two plans), the CSS, PEI and INN plans have three years.

Amounts received within the CSS and PEI programs must be expended within three years of receipt. INN amounts must be programmed in a plan that is approved by the Mental Health Services Oversight and Accountability Commission (MHSOAC) within three years of receipt, and spent within the life of the approved program. Upon approval by the MHSOAC, INN amounts have to be expended within the life of said program. For example, a program approved for a five-year period will have the full five years associated with the program to expend the funds.

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). The next updated information from DHCS is expected in March of 2024.

**CSS reversion waterfall analysis**

<b>CSS amounts received</b>						
	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY 2019-20</b>	<b>FY 2020-21</b>	<b>FY 2021-22</b>	<b>Total</b>
	8,676,848	8,797,914	9,293,482	11,824,329	13,252,035	51,844,608
<b>Expended in:</b>						
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 **	-	-	-	-	11,610,705	11,610,705
<b>Total Expended</b>	8,676,848	8,797,914	9,293,482	11,824,329	15,747,728	54,340,301
<b>Unspent Balance</b>	-	-	-	-	(2,495,693)	(2,495,693)

\*\*=Planned Expenditures based on approved MHSA Plan



**Governing Board of Tri-City Mental Health**  
**Rimmi Hundal, Executive Director**  
**Monthly Staff Report of Diana Acosta**  
**February 21, 2024**  
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**PEI reversion waterfall analysis**

	PEI amounts received					Total
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	
	2,145,788	2,119,324	2,173,110	2,948,240	3,311,501	12,697,963
<b>Expended in:</b>						
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 **				<b>1,638,544</b>	<b>582,962</b>	<b>2,221,506</b>
2023-24 **					<b>3,336,066</b>	3,336,066
<b>Total Expended</b>	<b>2,145,788</b>	<b>2,119,324</b>	<b>2,173,110</b>	<b>2,948,240</b>	<b>3,919,028</b>	<b>13,305,490</b>
<b>Unspent Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(607,527)</b>	<b>(607,527)</b>

\*\*=Planned Expenditures based on approved MHSA Plan

The following table was copied directly from latest information provided from DHCS

**INN reversion waterfall analysis**

INN	Reallocated						Applied Expenditure ↓
	AB 114	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	
Encumbered Unspent Funds <sup>3</sup>	799,187	302,889	580,471	550,879	784,114	245,707	
Unencumbered Unspent Funds <sup>4</sup>	-	-	-	-	-	628,829	
<b>Unspent Balance</b>	<b>799,187</b>	<b>302,889</b>	<b>580,471</b>	<b>550,879</b>	<b>784,114</b>	<b>874,536</b>	
<b>Encumbered Funds Starting Balance →</b>	<b>799,187</b>	<b>302,889</b>	<b>580,471</b>	<b>550,879</b>	<b>784,114</b>	<b>245,707</b>	
<b>Applied Expenditure ↓</b>							
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	-
<b>Encumbered Unspent Balance →</b>	<b>-</b>	<b>-</b>	<b>555,436</b>	<b>550,879</b>	<b>784,114</b>	<b>245,707</b>	

## **FACILITIES DEPARTMENT**

### Status of Governing Board Approved Upcoming, Current or Ongoing projects:

- The Community Garden Upgrades: A contract for the completion of this project was approved and awarded during the March 15, 2023 Governing Board Meeting. This project is considered substantially complete with the exception of some phases that are experiencing delays as a result of lead times and availability of materials required for the project. As reported previously, construction broke ground on Wednesday, May 10, 2023 and continual progress is being made with the latest projection from the contractor that the project should be complete by the end of June 2024.
- 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 (RFP) and construction management for the project. Over the past several months our Facilities Department worked closely with the design firm on finalizing the design and formal plans which were submitted to the City for Approval. As reported previously, the plans were approved by the City of Pomona and the RFP process is now moving forward and began with the publishing of the RFP on February 2, 2024. The next phase will be to bring forth a contract for approval to the Governing Board Meeting as soon as possible and projecting the April board meeting. Target date of project completion will be closer to mid calendar year 2024.

### Attachments

*Attachment 5-A: December 31, 2023 Unaudited Monthly Financial Statements*

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

	AT DECEMBER 31, 2023			AT JUNE 30, 2023		
	TCMH	MHSA	Consolidated	TCMH	MHSA	Consolidated
	Unaudited	Unaudited	Unaudited	Unaudited	Unaudited	Unaudited
<b>Current Assets</b>						
Cash	\$ 9,519,856	\$ 37,995,306	\$ 47,515,162	\$ 8,976,643	\$ 30,118,745	\$ 39,095,388
Accounts receivable, net of reserve for uncollectible accounts \$988,238 at December 31, 2023 and \$742,206 at June 30, 2023	6,330,816	6,248,219	12,579,035	7,142,756	5,365,900	12,508,656
Total Current Assets	15,850,672	44,243,525	60,094,197	16,119,399	35,484,646	51,604,044
<b>Property and Equipment</b>						
Land, building, furniture and equipment	3,837,617	10,457,887	14,295,503	3,822,091	9,994,846	13,816,937
Accumulated depreciation	(2,810,196)	(4,749,193)	(7,559,390)	(2,759,359)	(4,527,857)	(7,287,216)
Rights of use assets-building lease	1,753,343	-	1,753,343	1,753,343	-	1,753,343
Accumulated amortization-building lease	(1,216,380)	-	(1,216,380)	(1,037,395)	-	(1,037,395)
Total Property and Equipment	1,564,383	5,708,693	7,273,076	1,778,680	5,466,989	7,245,669
<b>Other Assets</b>						
Deposits and prepaid assets	226,621	205,090	431,711	53,934	248,892	302,826
Note receivable-Housing Development Project	-	2,800,000	2,800,000	-	2,800,000	2,800,000
Total Noncurrent Assets	1,791,004	8,713,783	10,504,788	1,832,614	8,515,881	10,348,495
<b>Total Assests</b>	17,641,676	52,957,308	70,598,984	17,952,013	44,000,527	61,952,539
<b>Deferred Outflows of Resources</b>						
Deferred outflows related to the net pension liability	5,749,104	-	5,749,104	5,749,104	-	5,749,104
Total Deferred Outflows of Resources	5,749,104	-	5,749,104	5,749,104	-	5,749,104
<b>Total Assets and Deferred Outflows of Resources</b>	<b>\$ 23,390,780</b>	<b>\$ 52,957,308</b>	<b>\$ 76,348,088</b>	<b>\$ 23,701,117</b>	<b>\$ 44,000,527</b>	<b>\$ 67,701,644</b>
<b>LIABILITIES</b>						
<b>Current Liabilities</b>						
Accounts payable	538,443	64,159	602,602	449,997	122,807	572,804
Accrued payroll liabilities	904,072	2,389,705	3,293,778	917,396	2,409,809	3,327,205
Accrued vacation and sick leave	658,757	1,258,230	1,916,987	608,466	1,063,071	1,671,537
Deferred revenue	458,408	-	458,408	322,539	-	322,539
Reserve for Medi-Cal settlements	3,597,186	3,081,419	6,678,605	3,440,500	2,883,786	6,324,286
Current portion of lease liability	178,986	-	178,986	357,971	-	357,971
Total Current Liabilities	6,335,852	6,793,513	13,129,365	6,096,868	6,479,473	12,576,342
<b>Intercompany Acct-MHSA &amp; TCMH</b>	(321,972)	321,972	-	412,889	(412,889)	-
<b>Long-Term Liabilities</b>						
Lease liability	357,977	-	357,977	357,977	-	357,977
Net pension liability	8,262,600	-	8,262,600	8,262,600	-	8,262,600
Unearned MHSA revenue	-	8,787,762	8,787,762	-	1,080,332	1,080,332
Total Long-Term Liabilities	8,620,577	8,787,762	17,408,339	8,620,577	1,080,332	9,700,909
<b>Total Liabilities</b>	14,634,457	15,903,248	30,537,705	15,130,334	7,146,916	22,277,250
<b>Deferred Inflow of Resources</b>						
MHSA revenues restricted for future period	-	-	-	-	8,349,489	8,349,489
Deferred inflows related to the net pension liability	237,328	-	237,328	237,328	-	237,328
Total Deferred Inflow of Resources	237,328	-	237,328	237,328	8,349,489	8,586,817
<b>NET POSITION</b>						
Invested in capital assets net of related debt	1,027,420	5,708,693	6,736,114	1,062,732	5,466,989	6,529,721
Restricted for MHSA programs	-	31,345,368	31,345,368	-	23,037,133	23,037,133
Unrestricted	7,491,574	-	7,491,574	7,270,722	-	7,270,722
Total Net Position	8,518,994	37,054,061	45,573,055	8,333,454	28,504,122	36,837,576
<b>Total Liabilities, Deferred Inflows of Resources and Net Position</b>	<b>\$ 23,390,780</b>	<b>\$ 52,957,308</b>	<b>\$ 76,348,088</b>	<b>\$ 23,701,117</b>	<b>\$ 44,000,527</b>	<b>\$ 67,701,644</b>

**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**  
**SIX MONTHS ENDED DECEMBER 31, 2023 AND 2022**

	PERIOD ENDED 12/31/23			PERIOD ENDED 12/31/22		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
<b>OPERATING REVENUES</b>						
Medi-Cal FFP	\$ 2,085,239	\$ 2,441,376	\$ 4,526,614	\$ 1,490,446	\$ 1,543,666	\$ 3,034,112
Medi-Cal FFP FYE Prior Year	67,297	3,039	70,336	-	-	-
Medi-Cal SGF-EPSDT	427,495	485,384	912,879	343,573	341,444	685,017
Medi-Cal SGF-EPSDT Prior Year	3,379	25,813	29,192	-	-	-
Medicare	4,422	2,704	7,127	3,656	1,398	5,054
Contracts	5,000	15,369	20,369	5,000	15,039	20,039
Patient fees and insurance	409	173	581	496	57	553
Rent income - TCMH & MHSA Housing	4,620	32,682	37,302	4,620	37,572	42,192
Other income	241	215	455	399	126	525
<b>Net Operating Revenues</b>	<b>2,598,101</b>	<b>3,006,754</b>	<b>5,604,855</b>	<b>1,848,190</b>	<b>1,939,300</b>	<b>3,787,491</b>
<b>OPERATING EXPENSES</b>						
Salaries, wages and benefits	4,078,151	8,445,988	12,524,140	4,532,283	6,787,092	11,319,374
Facility and equipment operating cost	290,284	626,659	916,943	308,008	584,399	892,407
Client lodging, transportation, and supply expense	108,120	444,255	552,375	9,472	40,740	50,212
Depreciation & amortization	147,292	303,867	451,159	158,816	309,903	468,719
Other operating expenses	440,236	1,069,642	1,509,877	308,739	851,721	1,160,461
<b>Total Operating Expenses</b>	<b>5,064,083</b>	<b>10,890,411</b>	<b>15,954,494</b>	<b>5,317,318</b>	<b>8,573,854</b>	<b>13,891,172</b>
<b>OPERATING (LOSS) (Note 1)</b>	<b>(2,465,981)</b>	<b>(7,883,657)</b>	<b>(10,349,638)</b>	<b>(3,469,128)</b>	<b>(6,634,554)</b>	<b>(10,103,681)</b>
<b>Non-Operating Revenues (Expenses)</b>						
Realignment	1,827,675	-	1,827,675	2,615,515	-	2,615,515
MHSA funds	-	15,539,345	15,539,345	-	14,780,860	14,780,860
Grants and Contracts	433,378	-	433,378	26,733	-	26,733
Interest Income net with FMV	149,090	894,251	1,043,342	19,776	75,465	95,240
Total Non-Operating Revenues (Expense)	2,410,144	16,433,596	18,843,740	2,662,023	14,856,325	17,518,348
<b>INCOME (LOSS)</b>	<b>(55,838)</b>	<b>8,549,939</b>	<b>8,494,102</b>	<b>(807,105)</b>	<b>8,221,771</b>	<b>7,414,667</b>
Special Item:						
Receipt of SB90 claims previously reserved	241,378	-	241,378	-	-	-
	241,378	-	241,378	-	-	-
<b>INCREASE (DECREASE) IN NET POSITION</b>	<b>185,540</b>	<b>8,549,939</b>	<b>8,735,480</b>	<b>(807,105)</b>	<b>8,221,771</b>	<b>7,414,667</b>
<b>NET POSITION, BEGINNING OF YEAR</b>	<b>8,333,454</b>	<b>28,504,121</b>	<b>36,837,576</b>	<b>7,995,472</b>	<b>25,853,634</b>	<b>33,849,106</b>
<b>NET POSITION, END OF MONTH</b>	<b>\$ 8,518,994</b>	<b>\$ 37,054,061</b>	<b>\$ 45,573,055</b>	<b>\$ 7,188,367</b>	<b>\$ 34,075,406</b>	<b>\$ 41,263,773</b>

(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  
SIX MONTHS ENDED DECEMBER 31, 2023 AND 2022**

	PERIOD ENDED 12/31/23			PERIOD ENDED 12/31/22		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
<b>Cash Flows from Operating Activities</b>						
Cash received from and on behalf of patients	\$ 2,201,983	\$ 2,424,519	\$ 4,626,502	\$ 2,150,915	\$ 1,537,953	\$ 3,688,869
Cash payments to suppliers and contractors	(1,061,927)	(2,237,933)	(3,299,860)	(862,900)	(1,537,708)	(2,400,608)
Payments to employees	(4,041,183)	(8,270,933)	(12,312,116)	(4,519,623)	(6,713,820)	(11,233,442)
	<u>(2,901,127)</u>	<u>(8,084,348)</u>	<u>(10,985,474)</u>	<u>(3,231,607)</u>	<u>(6,713,575)</u>	<u>(9,945,181)</u>
<b>Cash Flows from Noncapital Financing Activities</b>						
MHSA Funding	-	14,867,021	14,867,021	-	7,074,048	7,074,048
CalHFA-State Administered Projects	-	30,266	30,266	-	64,485	64,485
Realignment	3,151,587	-	3,151,587	3,273,737	-	3,273,737
Grants and Contracts	663,524	-	663,524	148,100	-	148,100
	<u>3,815,111</u>	<u>14,897,286</u>	<u>18,712,397</u>	<u>3,421,837</u>	<u>7,138,534</u>	<u>10,560,371</u>
<b>Cash Flows from Capital and Related Financing Activities</b>						
Purchase of capital assets	(15,525)	(463,040)	(478,565)	(4,267)	(48,869)	(53,136)
Intercompany-MHSA & TCMH	(734,861)	734,861	-	(1,004,098)	1,004,098	-
	<u>(750,386)</u>	<u>271,821</u>	<u>(478,565)</u>	<u>(1,008,364)</u>	<u>955,229</u>	<u>(53,136)</u>
<b>Cash Flows from Investing Activities</b>						
Interest received	98,758	548,602	647,361	30,814	160,459	191,272
	<u>98,758</u>	<u>548,602</u>	<u>647,361</u>	<u>30,814</u>	<u>160,459</u>	<u>191,272</u>
<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	503,734	7,633,362	8,137,096	(787,320)	1,540,647	753,326
<b>Cash Equivalents at Beginning of Year</b>	8,976,643	30,118,745	39,095,388	8,386,759	31,504,790	39,891,549
<b>Cash Equivalents at End of Month</b>	<u>\$ 9,480,377</u>	<u>\$ 37,752,107</u>	<u>\$ 47,232,484</u>	<u>\$ 7,599,438</u>	<u>\$ 33,045,437</u>	<u>\$ 40,644,875</u>
<b>Cash from the Balance Sheet</b>	<u>9,519,856</u>	<u>37,995,306</u>	<u>47,515,162</u>	<u>7,573,127</u>	<u>32,857,597</u>	<u>40,430,724</u>
<b>YTD Gain/(Loss) from GASB 31 Fair Market Value</b>	<u>\$ 39,479</u>	<u>243,199</u>	<u>282,678</u>	<u>\$ (26,311)</u>	<u>(187,840)</u>	<u>(214,151)</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**  
**SIX MONTHS ENDING DECEMBER 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
<b>OPERATING REVENUES</b>									
Medi-Cal FFP	\$ 2,273,979	\$ 1,571,339	\$ 702,640	\$ 2,662,351	\$ 2,178,873	\$ 483,478	\$ 4,936,330	\$ 3,750,212	\$ 1,186,118
Medi-Cal FFP Prior Year	73,388	-	73,388	3,314	-	3,314	76,702	-	76,702
Medi-Cal SGF-EPSDT	466,188	-	466,188	529,317	-	529,317	995,506	-	995,506
Medi-Cal SGF-EPSDT Prior Year	3,685	-	3,685	28,149	-	28,149	31,835	-	31,835
Medicare	4,422	2,500	1,922	2,704	1,050	1,654	7,127	3,550	3,577
Patient fees and insurance	409	500	(91)	173	-	173	581	500	81
Contracts	5,000	10,000	(5,000)	15,369	14,000	1,369	20,369	24,000	(3,631)
Rent income - TCMH & MHSA Housing	4,620	5,544	(924)	32,682	35,000	(2,318)	37,302	40,544	(3,242)
Other income	241	550	(310)	215	-	215	455	550	(95)
Provision for contractual disallowances	(227,434)	-	(227,434)	(264,908)	-	(264,908)	(492,342)	-	(492,342)
Provision for contractual disallowances prior year	(6,397)	-	(6,397)	(2,611)	-	(2,611)	(9,009)	-	(9,009)
<b>Net Operating Revenues</b>	<b>2,598,101</b>	<b>1,590,433</b>	<b>1,007,668</b>	<b>3,006,754</b>	<b>2,228,923</b>	<b>777,831</b>	<b>5,604,855</b>	<b>3,819,356</b>	<b>1,785,499</b>
<b>OPERATING EXPENSES</b>									
Salaries, wages and benefits	4,078,151	5,213,217	(1,135,065)	8,445,988	9,816,256	(1,370,267)	12,524,140	15,029,472	(2,505,332)
Facility and equipment operating cost	290,288	307,989	(17,701)	626,927	618,065	8,862	917,215	926,054	(8,839)
Client program costs	108,120	31,166	76,954	444,255	311,451	132,804	552,375	342,617	209,758
Grants	12,623	-	12,623	64,005	185,000	(120,995)	76,628	185,000	(108,372)
MHSA training/learning costs			-	39,964	49,567	(9,603)	39,964	49,567	(9,603)
Depreciation & amortization	147,292	141,944	5,348	303,867	317,142	(13,275)	451,159	459,086	(7,927)
Other operating expenses	427,609	257,764	169,846	965,405	1,479,261	(513,856)	1,393,015	1,737,025	(344,010)
<b>Total Operating Expenses</b>	<b>5,064,083</b>	<b>5,952,079</b>	<b>(887,996)</b>	<b>10,890,411</b>	<b>12,776,740</b>	<b>(1,886,329)</b>	<b>15,954,494</b>	<b>18,728,819</b>	<b>(2,774,325)</b>
<b>OPERATING (LOSS)</b>	<b>(2,465,981)</b>	<b>(4,361,646)</b>	<b>1,895,665</b>	<b>(7,883,657)</b>	<b>(10,547,817)</b>	<b>2,664,160</b>	<b>(10,349,638)</b>	<b>(14,909,463)</b>	<b>4,559,825</b>
<b>Non-Operating Revenues (Expenses)</b>									
Realignment	1,827,675	2,200,000	(372,325)	-	-	-	1,827,675	2,200,000	(372,325)
MHSA Funding	-	-	-	15,539,345	15,539,345	-	15,539,345	15,539,345	-
Grants and contracts	433,378	546,199	(112,821)	-	-	-	433,378	546,199	(112,821)
Interest (expense) income, net	149,090	65,250	83,840	894,251	387,962	506,290	1,043,342	453,212	590,130
<b>Total Non-Operating Revenues (Expense)</b>	<b>2,410,144</b>	<b>2,811,449</b>	<b>(401,305)</b>	<b>16,433,596</b>	<b>15,927,307</b>	<b>506,290</b>	<b>18,843,740</b>	<b>18,738,756</b>	<b>104,984</b>
<b>Special Item: Net reorganization income (expense)</b>	<b>241,378</b>	<b>-</b>	<b>241,378</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>241,378</b>	<b>-</b>	<b>241,378</b>
<b>INCREASE(DECREASE) IN NET POSITION</b>	<b>\$ 185,540</b>	<b>\$ (1,550,197)</b>	<b>\$ 1,735,737</b>	<b>\$ 8,549,939</b>	<b>\$ 5,379,490</b>	<b>\$ 3,170,450</b>	<b>\$ 8,735,480</b>	<b>\$ 3,829,293</b>	<b>\$ 4,906,187</b>

**Definitions:**

**Medi-Cal FFP**= Federal Financial Participation Reimbursement

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

**TCMH**=Tri-City's Outpatient Clinic

**MHSA**=Mental Health Services Act (Proposition 63)

**TRI-CITY MENTAL HEALTH AUTHORITY  
ACTUAL TO BUDGET VARIANCE EXPLANATIONS  
SIX MONTHS ENDING DECEMBER 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 higher than the budget by approximately \$1.8 million for the following reasons:*

- 1 **Medi-Cal FFP revenues for FY 2023-24** were approximately \$1.2 million higher than the budget. Medi-Cal FFP revenues were \$703 thousand higher for TCMH and \$483 thousand higher for MHSA. At TCMH, the adult program revenues were higher than budget by \$280 thousand and the children program revenues were higher by \$423 thousand. For MHSA, the adult and older adult FSP programs were higher than budget by \$120 thousand and the Children and TAY FSP programs were higher by \$363 thousand. Additionally, as the result of the fiscal year 2020-21 interim cost report settlement, a total of approximately \$77 thousand in prior year Medi-Cal FFP revenues were recorded to the current year operations.
- 2 **Medi-Cal SGF-EPSDT revenues for fiscal year 2023-24** were higher than budget by \$995 thousand of which \$466 thousand higher were from TCMH and \$529 thousand higher were from MHSA. As was mentioned above, an additional \$32 thousand in prior year Medi-Cal SGF-EPSDT revenue were recorded to the current year operations. SGF-EPSDT relates to State for provision of qualifying Medi-Cal services for Early Prevention Screening and Diagnostic Testing (EPSDT) to children and youth under 21 years.
- 3 **Medicare revenues** are approximately \$4 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 lower than the budget by approximately \$4 thousand.
- 5 **Rent Incomes** are \$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 2023-24 was higher than budget by \$501 thousand including prior years amount.

**Operating Expenses**

*Operating expenses were lower than budget by approximately \$2.8 million for the following reasons:*

- 1 **Salaries and benefits** are \$2.5 million lower than budget and of that amount, salaries and benefits are \$1.1 million lower for TCMH operations and are approximately \$1.4 million lower for MHSA operations. These variances are due to the following:  
  
TCMH salaries are lower than budget by \$627 thousand due to vacant positions and benefits are lower than budget by \$508 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 \$711 thousand. The direct program salary costs are lower by \$721 thousand due to vacant positions and the administrative salary costs are higher than budget by \$10 thousand. Benefits are lower than the budget by another \$658 thousand. Of that, health insurance is lower than budget by \$277 thousand, retirement insurance is lower by \$264 thousand, state unemployment insurance is lower by \$67 thousand, workers compensation is lower by \$12 thousand, medicare tax and other insurances are lower by \$38 thousand.  
  
> *Benefits variances are high compare to the salary variances for both TCMH and MHSA. These are due to the adoption and implementation of the Governing Board approved Reso. 724 this year for all salary classifications. All staff salaries are brought up to the new six-step Salary Schedule except for the Clinical Therapist I/II and Clinical Supervisor I/II of which were already adjusted in March 2022. This resulted in a higher rate of salary increases compare to benefits when benefit insurance costs such as health, dental and vision remain constant.*
- 2 **Facility and equipment operating costs** were lower than the budget by \$9 thousand of which \$18 thousand lower were from TCMH and \$9 thousand higher were from MHSA. Overall, building and facility costs were higher by \$8 thousand and equipment expenses were lower by \$17 thousand.
- 3 **Client program costs** are higher than the budget by approximately \$210 thousand partly due to a payment of \$396 thousand to the City of Pomona Hope for Home Year-Round Emergency Shelter early in the year while the budget is evenly spread out over a fiscal year.
- 4 **Grants for fiscal year 2023-24** are \$108 thousand lower than the budget. These are the community grants awarded under the PEI Community Wellbeing project and the Student Loan Forgiveness program under the WET plan which was planned to be disbursed later in June.
- 5 **MHSA learning and training costs** are approximately \$10 thousand lower than the budget.
- 6 **Depreciation and amortization** are \$8 thousand lower than the budget.

**TRI-CITY MENTAL HEALTH AUTHORITY  
ACTUAL TO BUDGET VARIANCE EXPLANATIONS  
SIX MONTHS ENDING DECEMBER 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)**

**7 Other operating expenses** were lower than the budget by \$344 thousand of which approximately \$170 thousand higher were from TCMH and \$514 thousand lower were from MHSA. At TCMH, liability insurance was higher by \$144 thousand mainly from the 50% share of cost for the Psychiatric Assessment Care Team (PACT) program with the City of Claremont Police Department, the attorney fees were higher than the budget by \$54 thousand, dues and subscriptions fees are higher by \$11 thousand. These higher costs were offset by lower personnel ads and professional fees. As for MHSA, professional fees were lower than the budget by \$153 thousand due to a slow startup by the INN Psychiatric Advance Directives program. Also, IT expenses under the CFTN plan were lower by \$490 thousand. These lower expenses are offset with higher attorney fees, security expense and dues and subscription fees.

**Non-Operating Revenues (Expenses)**

**Non-operating revenues, net, are higher than budget by \$105 thousand as follows:**

**1 TCMH non-operating revenues** are \$401 thousand lower than the budget. Of that, realignment fund was lower than the budget by \$372 thousand, grants and contracts were lower by \$113 thousand from the Crisis Care Mobil Units (CCMU) program. Interest income net with fair market value was higher by \$84 thousand.

**2 MHSA non-operating revenue** is in line with the budget.

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

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

	<b>Actual</b>	<b>Budget</b>	<b>Variance</b>
<b>CSS funds received and available to be spent</b>	\$ 11,610,705	\$ 11,610,705	\$ -
<b>PEI funds received and available to be spent</b>	3,336,068	3,336,068	-
<b>WET funds received and available to be spent</b>	-	-	-
<b>CFTN funds received and available to be spent</b>	-	-	-
<b>INN funds received and available to be spent</b>	592,572	592,572	-
<b>Non-operating revenues recorded</b>	<u>\$ 15,539,345</u>	<u>\$ 15,539,345</u>	<u>\$ -</u>

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

**Interest income net with Fair Market Value for MHSA** is higher than budget by \$506 thousand.

**Special Item: Reorganization income:** this caption included any expense or income recognized as a result of the bankruptcy.

In October 2023, Tri City received \$241,378 from Los Angeles County in payment for the FY1999-00 SB90 claims. This amount was a pass-through payment due Tri-City from the State as determined by the final audit settlement performed by the State Controller's Office. The pre-petition SB90 claims were fully reserved in fiscal 2006-07 and reflected as an expense under Special Items-SB90 Claims Reserves, therefore, Tri-City now recognizes the receipt of SB90 receivables as income under Special Items. It also should be noted that this transaction completed and closed out the last bankruptcy item that was remained on Tri-City's books.



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

	PERIOD ENDED 12/31/23			PERIOD ENDED 12/31/22		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
<b>REVENUES</b>						
Medi-Cal FFP, net of reserves	\$ 2,085,239	\$ 2,441,376	\$ 4,526,614	\$ 1,490,446	\$ 1,543,666	\$ 3,034,112
Medi-Cal FFP FYE Prior Year	67,297	3,039	70,336	-	-	-
Medi-Cal SGF-EPSDT	427,495	485,384	912,879	343,573	341,444	685,017
Medi-Cal SGF-EPSDT Prior Year	3,379	25,813	29,192	-	-	-
Medicare	4,422	2,704	7,127	3,656	1,398	5,054
Realignment	1,827,675	-	1,827,675	2,615,515	-	2,615,515
MHSA funds	-	15,539,345	15,539,345	-	14,780,860	14,780,860
Grants and contracts	438,378	15,369	453,747	31,733	15,039	46,771
Patient fees and insurance	409	173	581	496	57	553
Rent income - TCMH & MHSA Housing	4,620	32,682	37,302	4,620	37,572	42,192
Other income	241	215	455	399	126	525
Interest Income	149,090	894,251	1,043,342	19,776	75,465	95,240
Receipt of SB90 claims previously reserved	241,378	-	241,378	-	-	-
<b>Total Revenues</b>	<b>5,249,623</b>	<b>19,440,350</b>	<b>24,689,973</b>	<b>4,510,213</b>	<b>16,795,625</b>	<b>21,305,839</b>
<b>EXPENSES</b>						
Salaries, wages and benefits	4,078,151	8,445,988	12,524,140	4,532,283	6,787,092	11,319,374
Facility and equipment operating cost	290,284	626,659	916,943	308,008	584,399	892,407
Client lodging, transportation, and supply expense	108,120	444,255	552,375	9,472	40,740	50,212
Depreciation & amortization	147,292	303,867	451,159	158,816	309,903	468,719
Other operating expenses	440,236	1,069,642	1,509,877	308,739	851,721	1,160,461
<b>Total Expenses</b>	<b>5,064,083</b>	<b>10,890,411</b>	<b>15,954,494</b>	<b>5,317,318</b>	<b>8,573,854</b>	<b>13,891,172</b>
<b>INCREASE (DECREASE) IN NET POSITION</b>	<b>185,540</b>	<b>8,549,939</b>	<b>8,735,480</b>	<b>(807,105)</b>	<b>8,221,771</b>	<b>7,414,667</b>
<b>NET POSITION, BEGINNING OF YEAR</b>	8,333,454	28,504,121	36,837,576	7,995,472	25,853,634	33,849,106
<b>NET POSITION, END OF MONTH</b>	<b>\$ 8,518,994</b>	<b>\$ 37,054,061</b>	<b>\$ 45,573,055</b>	<b>\$ 7,188,367</b>	<b>\$ 34,075,406</b>	<b>\$ 41,263,773</b>

**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

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

**DATE:** February 21, 2024

**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

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**CLINICAL PROGRAM GENERAL UPDATES**

TCMHA is working on several projects to improve client care and department functioning.

Drug Medi-Cal Application Workgroup

TCMHA's interdepartmental workgroup meets regularly to assist in the completion of the three required applications needed for Drug Medical certification. The application process includes enrolling in the Department of Health Care Services (DHCS) web-based Provider Application and Validation for Enrollment (PAVE) portal, submitting the Initial Treatment Provider Application through DHCS and completing the Los Angeles County Substance Abuse Prevention and Control contract through Los Angeles County Department of Public Health. Drug Med-iCal certification will enable TCMHA to more fully serve clients experiencing co-occurring substance use and mental health disorders and provide an avenue to generate revenue through Medi-Cal billing. Representatives from Best Practices, Finance, MHA Ethnic Services, Human Resources, and clinical departments have been meeting to complete the application and contract processes.

Peer Support Specialists Medi-Cal Billing

Department of Health Care Services launched the Medi-Cal Peer Support Services benefit in July 2022, in compliance with Senate Bill (SB) 803 (Beall, Chapter 150, Statutes of 2020) which required DHCS to seek federal approval to establish Medi-Cal Peer Specialists as a provider type and to provide distinct Medi-Cal Peer Support Specialist services under the Specialty Mental Health Services and Drug Medi-Cal-ODS programs. Currently 10 of the 11 peer support specialists at TCMHA are certified through the State of California.

The Best Practices team along with staff from finance and clinical departments are developing workflows, electronic health records processes and billing procedures so that TCMHA peer support specialists will be able to capture revenue through the Medi-Cal billing process.

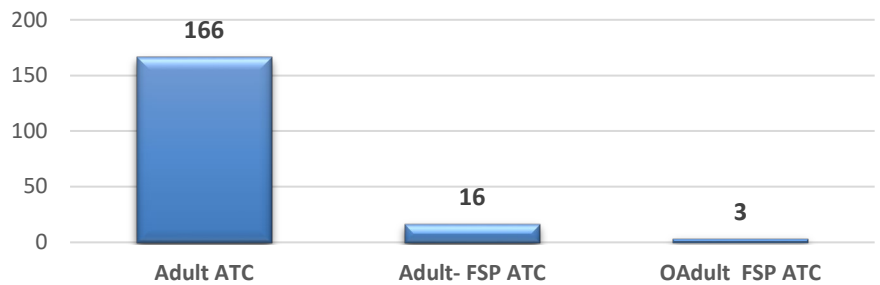
**CHCF**

Program Updates

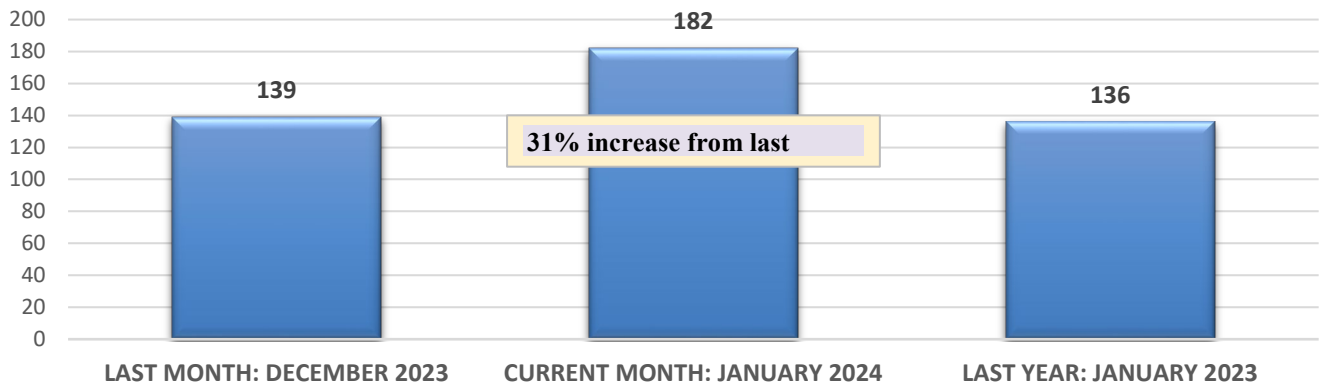
**Adult Programs**

**Total Number of  
 completed Adult Service  
 Requests  
 185**

**Total # of Service Requests by Program- AAOP**



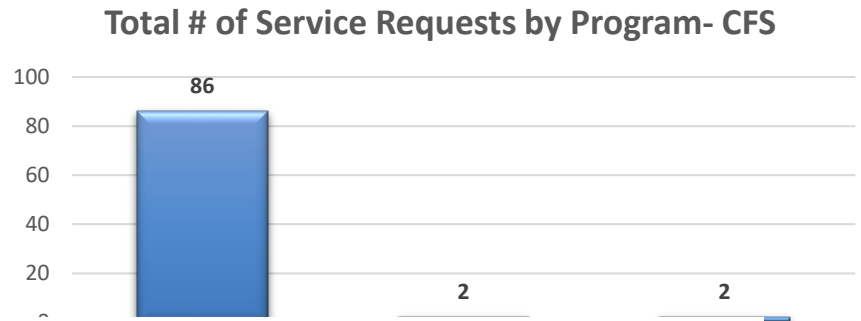
**Service Request (AAOP)- Time Based Comparisson**



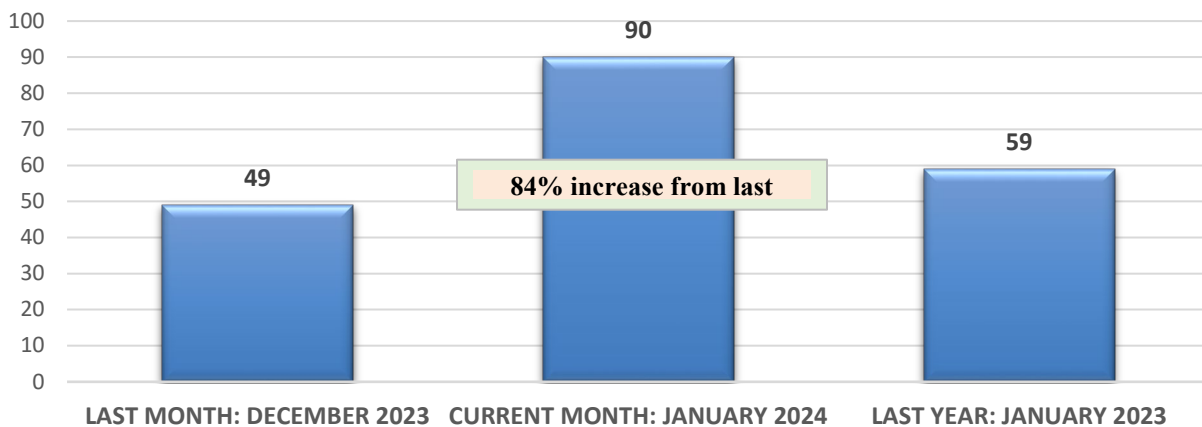
*This graph above compares the number of services requests from last month, December 2023 and last year, January 2023 to the current month, January 2024. There was a 31% increase in the number of service requests from last month and 34% increase in service*

**Child Programs**

**Total Number of completed Adult Service Requests**  
**90**



**Service Request (CFS)- Time Based Comparisson**



*This graph above compares the number of services requests from last month, December 2023 and last year, January 2023 to the current month, January 2024. There was an 84% increase in the number of service requests from last month and a 53% increase in service*

**Peer Support Specialists**

The TCMHA Peer Support Specialist team, formerly known as the Clinical Wellness Advocates, supports clinical teams through one-on-one sessions. Peer Support Services include the following services components:

- **Education Skills Building:**  
 Provide a supportive environment in which clients and their families can learn valuable coping and critical thinking skills to enhance personal effectiveness and achieve their desired goals.

- **Engagement:**  
Peer Support Specialist-led activities, coaching and mentorship to encourage and motivate clients to participate more fully in their behavioral health treatment.
- **Therapeutic Activity:**  
Structured non-clinical activity provided by a Peer Support Specialist that focuses on recovery maintenance, wellness and self-care, self-advocacy, interpersonal effectiveness, increasing natural supports and community integration, self-awareness community living skills.

**Current Census**

Program(s)	Number of Clients Served
AOP	12
Adult FSP	26
Older Adult FSP	07
COP EAP	08
COP	07
Child FSP	06
TAY FSP	10
MHSSA	0
SPT	0
Awaiting Assignment	05
<b>TOTAL</b>	<b>76 Consumers being supported</b>

**THERAPEUTIC COMMUNITY GARDEN (TCG)**

Community Outreach

During the month of January, the TCG team connected with various community agencies to plan engagement events for the new year. TCG team has scheduled meetings with DayOne Nonprofit organization, Cal Poly Pomona Pride Center and the La Verne Community Center. Each of these agencies provide services to diverse populations where the main objective is to enhance the well-being of the people served. Through collaborative meetings and planning, TCG has worked to create workshops and events that will benefit and enhance participants coping skills and their well-being. Furthermore, Cal Poly Pomona Pride Center will be hosting community events where TCG resources will be highlighted. The community will have the opportunity to ask any questions regarding TCG and have the appropriate information on how to register for the TCG programming. The TCG team is looking forward to reaching various individuals in the upcoming events, especially to those who need support and guidance in their personal growth and wellbeing.

**Therapeutic Community Garden (TCG)**

Join us virtually each week!

- Learn how gardening and nature can have a positive impact on your mental health and wellness
- Find ways to ground yourself through mindfulness and relaxation techniques
- Develop gardening skills
- Opportunities for organic harvest when available (fruits, herbs, vegetables, flowers)

**Free Weekly Virtual Garden Groups**

Monday	Tuesday	Wednesday	Thursday	Friday
	10 am - 11 am <b>Garden Bloomers</b> (Older Adults 55+)	11 am - 12 pm <b>Mindfulness through Gardening</b> (Adults 18+)		1 pm - 2 pm <b>(Re)Connect in the Garden</b> (Adults 18+)
	2 pm - 3 pm <b>Florece en Tu Manera</b> (Para Adultos en Español)	2 pm - 3 pm <b>Growing Youth Growing Gardens</b> (Young Adults 18-25)		
		4 pm - 5 pm <b>Building the Nest Together</b> (Family Group)		

**Garden Quote**

To plant a garden is to believe in tomorrow.  
 -Audrey Hepburn

**Sign up today!**

Contact TCG at (909) 623-6131 to participate

Therapeutic Community Garden  
 2008 N Garey Ave, Pomona, CA  
[www.tricitymhs.org](http://www.tricitymhs.org)  
 @TriCityMHS

*Above: The TCG Spring Group Calendar will be provided in all the upcoming events for individuals to refer to TCG program details and register for the program.*

## TCMHA Client Events

### ***Event Planning with Holt Family Apartments***

The TCG Team met with Staff at Holt Family Apartments to begin discussing their plans to increase more access to nature for their residents by revitalizing an area of their residence with plants. The TCG Team has been assisting them with this as well as developing a workshop to have with their residents to help them learn how to care for their new plants and use the space for mindfulness and positive coping. This collaboration is still in development.

### ***Event Planning with Villa Esperanza***

The TCG Team received a request at the end of last year to work with Villa Esperanza apartments. Their staff reported having access to garden beds and wanting to collaborate with the TCG Team in learning how to use their space. In January, the team was able to meet with Villa Esperanza staff through connection with Tri-City housing team. The TCG Team will continue to collaborate with Villa Esperanza in developing a Gardening 101 workshop so the residents can learn how to care for the garden beds that they will be planting in. This collaboration is still in development.

**COST Garden Talk**

TCG Team was approached by the COST Team to provide a workshop that will assist their clients with increasing their socialization. The Team provided a workshop that proposed the question “What do plants need to thrive?” and assisting the participants in learning about how plants and people need support to grow and thrive. Additionally, the participants engaged in a nature activity called the Touch Wood Hanging Affirmations where they were encouraged to engage with nature while creating their own affirmations. The participants were provided dried lavender, roses, and calendula to have access to as they developed their affirmations and decorated a wooden ornament. There were 12 participants in total, and they reported enjoying learning about plants and the nature activity.



*Above: Two examples of completed affirmation decorations made by COST workshop participants.*

Group Updates

Groups continue to proceed through the month of January and new referrals have been added onto the TCG referral database. Through workshops, presentations, garden talks and TCG email notifications, the team has experienced great success in adding new participants to the TCG program in the month of January.

Group Number	Group Name	Time
1.	<b>Garden Bloomers</b> (Older Adults 55+)	10am-11am
2.	<b>Florece en tu Manera</b> (Spanish Speaking Adults)	2pm-3pm
3.	<b>Mindfulness Through Virtual Gardening</b> (Adul 18+)	11am-12pm
4.	<b>Growing Youth Growing Gardens</b> (Adults 18-25)	2pm-3pm

**Governing Board of Tri-City Mental Health Authority**  
**Rimmi Hundal, Executive Director**  
**Monthly Staff Report of Elizabeth Renteria, LCSW Chief Clinical Officer**  
**February 21, 2024**  
**Page 7**

5.	<b>Building the Nest Together</b> (Family Group, 18 and Younger)	4pm-5pm
6.	<b>(Re)Connect in the Garden</b> (Adults 18+)	1pm-2pm
Total number of Groups: 6		

**Above:** This chart depicts the number of groups currently being held in the Therapeutic Community Garden, Tri-City Mental Health.

Garden Rejuvenation/ beautification project updates

The garden beautification project is still in progress. The in-ground and raised beds have been installed. They are currently working on plans to move the outside parking lot shed into the garden. The polygon structure is anticipated to be installed in March of 2024. The contractors are also currently ensuring the gates work and function properly.

Currently, the TCG team is working on creating group schedules for the anticipated opening of the garden. The plans include having most services provided as in person groups in the garden as well as virtual group options to increase accessibility. More updates to come as we get closer to the opening of the garden in the next coming months.

Co-Occurring Support Team

**Number of Referrals Year to Date for Fiscal Year 2023-2024**

	Total # of referrals	FSP-Adult	AOP	CFS
January 2024	31	15	13	3
December 2023	20	6	11	3
November 2023	39	10	20	9
October 2023	26	6	17	3
September 2023	25	8	16	1
August 2023	19	6	9	4
July 2023	27	11	15	1



**Co-Occurring Support Team Group Schedule**

ADULT	TEEN/TAY
<p><b>M</b></p>	
<p><b>T</b> Women’s Support Group: 2-3pm (Activity Room) Hybrid</p>	
<p><b>W</b> Recovery Support Group: 1pm-2:15pm (virtual)</p>	<p>Teen Group: 4-5pm (117) TAY Group: 12-1:00pm (117)</p>
<p><b>T</b> Twelve Step Review group: 10:30am-11:45am (Activity Room)  Seeking Safety: 1-2PM (Activity Room)</p>	
<p><b>F</b> Spanish Group: 10-11:30am (Activity Room) 12-step meeting 12-1:30pm (Triangle Club) *Transportation provided</p>	

Groups Synopsis

**TAY group:**

This is for clients aged 18-25 years old that are receiving services at the Royalty location. The group’s primary focus is on relapse prevention and early recovery skills as well as providing a foundation of peer support.

**Teen group:**

This group is for clients up to the age of 18 that receive services at Royalty. The primary focus on these groups is prevention, including managing peer pressure to use substances, establishing “safe and trusted” support network and early recovery.

**Parent Education support group:**

Is a group intended for any parent or caregiver that has a child receiving services at Tri-City. The primary focus of these groups which are held once a month is to provide parent education and support pertaining to a variety of SUD concerns. This group is held once a month.

**Recovery Support Group:**

Clients benefit from group participation by reducing social isolation, discovering new coping skills to navigate their recovery journeys, developing sober support systems, and accessing community resources (e.g., 12-Step meetings, food, and clothing drives), celebrating client's sober successes/milestones and annual holidays as a therapeutic community. COST groups offer education, community connection, hope and laughter for our Tri-City clients as they embark on making significant lifestyle changes toward health and wellness.

**Women's Group:**

This group supports women in a way that they can identify, understand, and relate with each other and they are able to support each other by building a foundation among themselves that creates a lifestyle of recovery and hope.

**Seeking Safety Support Group:**

This group is vital as the client is learning new skills and techniques that they can utilize while learning how their mental health symptoms are connected to their substance use and the client gives each other support and encouragement.

**Spanish Support Group:**

This group has given the Spanish population an outlet in which they can express their feelings and gives them a safe place to uncover some of the culture, ethnicity behaviors that has led them to their substance use and not feeling alone has been a key factor.



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

**DATE:** February 21, 2024

**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

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**SERVICES PROVIDED BY TRI-CITY INTENSIVE OUTREACH AND ENGAGEMENT TEAM (IOET), and PACT TEAMS IN JANUARY 2024**

IOET Program

- Number of all new outreach= 73
- Number client given intake appointments= 38
- Number of clients opened= 20
- Total number of ALL clients outreached= 161
- Total number of homeless served= 82
- Percentage of clients outreached that are homeless= 51%
- Percentage of clients enrolled this month in formal services that are homeless= 45%

Service area:

- Laverne= 1
- Pomona= 151
- Claremont= 9
- Total= 161

Enrollments:

- FSP (Full-Service Partnership)-Older Adult= 3
- FSP-adult= 14
- FSP-TAY (Transition Age Youth) = 1
- AOP (Adult Outpatient Program) = 1
- COP (Children Outpatient Program) = 0
- FCCS (Field Capable Clinical Services) = 1
- FSP Children= 0

**Governing Board of Tri-City Mental Health Authority**  
**Monthly Staff Report of Dr. Seeyam Teimoori**  
**February 21, 2024**  
**Page 2**

Health Issues:

- Number of initial health assessments completed= 26
- Number of clients linked to PCP appointments with IOET LPT= 18

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

- Number of new individuals added for the month= 3
- Number enrolled in formal services for the month= 1
- Number referred to navigators this month= 0

Pop Up Clinic

- Total of attendees= 32
- Non-enrolled clients = 11
- Enrolled clients= 9
- Community member: 12
- Total Rx written = 45

Psychiatric services

- Initial Medication Appointment Authorization- 65
- Total Scheduled for January - 81 (To see a psychiatrist)



**Tri-City Mental Health Authority  
Monthly Staff Report**

**DATE:** February 21, 2024  
**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

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**COMMUNITY PLANNING PROCESS**

On Thursday, February 22, the MHSA Project Coordinator will be hosting a Community Forum where presentations will include changes to the Supplemental Crisis program, introduction to the new Crisis Response program, and an overview of the fiscal impact for Proposition 1 (SB 326 and AB 531).

Proposition 1, Governor Newsom's approach to Mental Health Reform, is scheduled to be on the March 5 ballot. This presentation will provide a detailed summary of how this new piece of legislation is projected to impact the current funding and programming provided under the Mental Health Services Act (MHSA).

MHSA Community Forum

**Thursday, February 22, 2024** (12:00 PM–1:00 PM)

Via Zoom: [Meeting Link](#)

Join by phone call +1 (213) 338-8477, Meeting ID: 81295452688#,  
Passcode:\*246926242#

**Thursday, February 22, 2024** (5:30 PM–6:30 PM)

Via Zoom: [Meeting Link](#)

Join by phone call +1 (213) 338-8477, Meeting ID: 89243936497#, Passcode:  
\*360014941# US

**DIVERSITY, EQUITY, AND INCLUSION (DEI)**

February has been designated as Black History Month, also known as African American History month. This month honors the impact African Americans have made in the United States. The celebration was created in 1926 by Carter G. Woodson, a noted African American historian, scholar, educator, and publisher. February was also chosen to coincide with Fedrick Douglas and Abraham Lincoln's birthdays. This month is a time to acknowledge the impact of systemic racism on Black Mental Health while also creating a space to highlight, celebrate and empower the strengths, wellness, and culture of Black and African American communities. This time provides an opportunity to dig deeper into

connections with the past and share an inclusive education on the history and contributions of Black Americans.

This month is also when we celebrate the Lunar New Year, also known as Chinese New Year. This 15-day celebration begins on Saturday, February 10<sup>th</sup> and ends with the Lantern Festival, which falls on February 24<sup>th</sup> this year. Lunar New Year is a time of celebration for family and health. With the home and family being the focus, the holiday is tied to reunion feasts and honoring ancestors and deities. Families celebrate the Year of the Dragon with special public events and festivities.

## **PREVENTION AND EARLY INTERVENTION (PEI)**

### Peer Mentor Program

Over the last quarter there has been a growing number of mentors who have been interested in applying for employment positions at Tri-City MHA. Two have gained employment, Access to Care and the Wellness Center respectively; and three are currently waiting to hear about positions they have applied for. Another mentor also applied to Courageous Minds Speakers Program in hopes of improving her public speaking skills to prepare for future employment.

Finally, mentors and program staff planned an Open House Event to both promote the program and highlight mentors and their work for National Mentoring Month. The event was attended by 15 community members who were interested in getting involved in this inspiring program.

### Stigma Reduction

Throughout the month of January, program staff performed outreach and recruitment for the next Courageous Minds cohort. [Courageous Minds](#) is a speakers bureau program that brings together a small group of people to learn how to share their mental health journey or experiences with supporting someone they care about. The new cohort will start to meet weekly via Zoom on Wednesdays starting February 7, 2024. They will also be sharing their story upon completion of the program during Green Ribbon Week (March 18-22, 2024).

## **COMMUNITY NAVIGATORS**

Connecting community members with valuable resources is the primary role of a Community Navigator. A recent example of this includes a request from a local church who was concerned about an unsheltered individual who was seeking assistance. When the Navigator met with the unhoused individual, it was apparent that he was not doing

well. The Community Navigator helped the participant to navigate his insurance issues and assisted in scheduling an appointment with his provider. With the support of a Community Navigator, the participant is currently residing in a recovery home where he expressed that he is feeling much better and healthier and appreciates all the support and assistance that was provided.

## **WELLNESS CENTER**

The Wellness Center started the new year with a renewed commitment to serve the community. The Center re-established its collaboration with the HEAP program to assist families struggling financially with their utility bills. Due to limited funding, the HEAP representatives will be onsite only on the last Wednesday of each month. The Center also supports the Los Angeles County Office of Violence Prevention by serving as a meeting location on the 3<sup>rd</sup> Wednesday of the month.

## **WORKFORCE EDUCATION AND TRAINING**

Tri-City continues to receive inquiries from community members to become a service learner (volunteer). During the month of January, six service learner applications were submitted. In addition, three applicants have been approved with another four going through the background process. These individuals will be a welcome addition to Tri-City and help support our staff and programs.

## **INNOVATIONS**

The Community Planning Process Innovation project continues to gain momentum. Staff are currently accepting proposals from peer organizations to fill the position of Peer Consultant. For the marketing piece of this project, staff are in the process of meeting with local agencies including clubs on college campuses. Finally, to evaluate the Community Planning Process survey, staff are collaborating with a data analytics company who will demonstrate their software later this month.



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

**DATE:** February 21, 2024

**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

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**QUALITY ASSURANCE AND QUALITY IMPROVEMENT REPORT**

The Best Practices division submitted the Annual Quality Assurance & Improvement Report to Los Angeles County Department of Mental Health (LACDMH). LACDMH Legal Entity (LE) Providers are required to submit a report and written process, as a part of demonstrating adherence to County (DMH) and State (DHCS) Quality and Compliance requirements.

**HIPAA TRAINING SERIES**

As part of the strategic evaluation and development plan concerning HIPAA, the Best Practices division initiated the HIPAA training series. This training series provides essential HIPAA guidance to service providers and related program support staff, which will help strengthen compliance with federal and state privacy regulations.

**DATA COLLECTION, ANALYSIS, AND REPORTING**

Data Analyst staff are in the process of gathering, analyzing and reporting Mental Health Student Services Act (MHSSA) program outcomes. Data will be reported to the Mental Health Services Oversight and Accountability Commission (MHSOAC) by the end of February 2024.

**CHART AUDITS AND PROGRAM REVIEWS**

The Quality Assurance Team (QA) continues to complete chart audits and compliance program reviews. Results from these reviews will be provided to the relevant departments and corrective action plans will be required for any findings that need improvement.

**TRAININGS AND IN-SERVICES**

Best practice staff continue to provide ongoing Clinical Documentation Training, as well as Electronic Health Record Training. The purpose of documentation training is to ensure that new service providers have a solid foundational understanding of quality documentation and claiming regulations and requirements. The purpose of electronic health record training is to ensure that service providers understand how to use and navigate the Electronic Health Record.