

[www.tricitymhs.org](http://www.tricitymhs.org)

Tri-City Mental Health Services  
Administration Office  
1717 North Indian Hill Boulevard, Suite B,  
Claremont, CA 91711-2788  
909.623.6131 p / 909.623.4073 f

Founded by Pomona, Claremont, and La Verne  
in 1960



Robin Carder (La Verne), Chair  
Jed Leano (Claremont), Vice-Chair  
Carolyn Cockrell (La Verne), Board Member  
Elizabeth Ontiveros-Cole (Pomona), Board Member  
Ronald T. Vera (Claremont), Board Member  
Vacant (Pomona), Board Member  
Vacant (Pomona), Board Member

---

## **GOVERNING BOARD AGENDA**

**WEDNESDAY, JULY 15, 2020**

**5:00 P.M.**

### **MEETING LOCATION**

**Pursuant to California Governor's Executive Order N-29-20 (Paragraph 3), adopted as a response to mitigating the spread of Coronavirus (COVID-19), the Governing Board is authorized to hold its public meetings via teleconference and the public seeking to observe and to address the Governing Board may participate telephonically or otherwise electronically. Therefore, this meeting will be held via teleconference. The locations from where the Board Members are participating are not listed on the agenda and are not accessible to the public.**

**To join the Governing Board meeting click on the following link:**

**[https://webinar.ringcentral.com/webinar/register/WN\\_8LejvWL3SMCReUHcgVL0w](https://webinar.ringcentral.com/webinar/register/WN_8LejvWL3SMCReUHcgVL0w)**

*Public Participation. Section 54954.3 of the Brown Act provides an opportunity for members of the public to address the Governing Board on any item of interest to the public, before or during the consideration of the item, that is within the subject matter jurisdiction of the Governing Board. Therefore, members of the public are invited to speak on any matter on or off the agenda.*

*The public can make a comment during general public comments or on a specified agenda item by leaving a voice mail message at (909) 451-6421 or by writing an email to [molmos@tricitymhs.org](mailto:molmos@tricitymhs.org). All voice mail messages and emails received by 3:30 p.m. will be read into the record at the appropriate time. No action shall be taken on any item not appearing on the Agenda. The Chair reserves the right to place limits on duration of comments.*

*Any disclosable public records related to an open session item on a regular meeting agenda and distributed by Tri-City Mental Health Authority to all or a majority of the Tri-City Governing Board less than 72 hours prior to this meeting are available for public inspection at <http://www.tricitymhs.org>*

## **CALL TO ORDER**

Chair Carder calls the meeting to Order.

**ROLL CALL**

Alternate Board Member DeFrank, Board Member Cockrell, Board Member Ontiveros-Cole, Board Member Vera; Vice-Chair Leano; and Chair Carder.

**POSTING OF AGENDA**

The Agenda is posted 72 hours prior to each meeting on the Tri-City's website: <http://www.tricitymhs.org>

**CONSENT CALENDAR****1. APPROVAL OF MINUTES FROM THE JUNE 17, 2020 GOVERNING BOARD REGULAR MEETING**

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of June 17, 2020.”

**2. APPROVAL OF RESOLUTION NO. 535 ADOPTING REVISED JOB DESCRIPTIONS OF THE IT SPECIALIST I & II, AND IT SYSTEM ADMINISTRATOR & SECURITY OFFICER; ESTABLISHING CLASS SPECIFICATION AND SALARY RANGE FOR THE POSITIONS OF IT SERVICE DESK & PROJECT SUPERVISOR AND CHIEF INFORMATION OFFICER; AND REVISING ITS CLASSIFICATION AND SALARY SCHEDULE TO REFLECT THESE CHANGES EFFECTIVE AUGUST 1, 2020**

Recommendation: “A motion to adopt Resolution No. 535 authorizing the Information Technology job classifications changes be added to Tri-City's Classification and Salary Schedule effective August 1, 2020.”

**NEW BUSINESS****3. APPROVAL OF RESOLUTION NO. 536 ADOPTING REVISED TCMHA CONFLICT OF INTEREST AND DISCLOSURE CODE EFFECTIVE AUGUST 1, 2020**

Recommendation: “A motion to adopt Resolution No. 536 approving the Revised TCMHA Conflict of Interest and Disclosure Code effective August 1, 2020.”

**4. APPROVAL OF RESOLUTION NO. 537 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE FIRST AMENDMENT TO THE MOU FOR WORKFORCE EDUCATION AND TRAINING SOUTHERN COUNTIES REGIONAL PARTNERSHIP FOR OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT GRANT**

Recommendation: “A motion to adopt Resolution No. 537 approving the First Amendment to MOU with the Southern California Regional Partnership; and authorizing the Executive Director to execute said Amendment.”

**5. APPROVAL OF RESOLUTION NO. 538 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A COLLABORATION AGREEMENT WITH THE POMONA COMMUNITY FOUNDATION, BRIGHT PROSPECT, AND FAIRPLEX FOR A \$400,000 GRANT FROM THE BALLMER GROUP**

Recommendation: “A motion to adopt Resolution No. 538 approving a collaboration agreement with the Pomona Community Foundation, Bright Prospect, and Fairplex.”

**6. APPROVAL OF RESOLUTION NO. 539 APPROVING AN AFFILIATION AGREEMENT FOR STUDENT FIELD PLACEMENT WITH AZUSA PACIFIC UNIVERSITY THROUGH ITS DEPARTMENT OF SOCIAL WORK, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY AMENDMENTS THEREAFTER**

Recommendation: “A motion to adopt Resolution No. 539 approving an Affiliation Agreement with Azusa Pacific University, and authorizing the Executive Director to execute the agreement and any amendments thereafter.”

**7. APPROVAL OF RESOLUTION NO. 540 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE SHORT/DOYLE CONTRACT WITH THE LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH (LACDMH)**

Recommendation: “A motion to adopt Resolution No. 540 approving the Short/Doyle Contract with LACDMH and authorize the Executive Director to execute the Contract.”

**8. APPROVAL OF RESOLUTION NO. 541 ADOPTING THE PROPOSED OPERATING BUDGET AND CASH FLOW BUDGET FOR FY 2020-21**

Recommendation: “A motion to adopt Resolution No. 541 adopting Tri-City’s FY 2020-21 Operating Budget and Cash Flow Budget.”

**MONTHLY STAFF REPORTS**

**9. TONI NAVARRO, EXECUTIVE DIRECTOR REPORT**

10. **DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT**
11. **NANCY GILL, CHIEF OPERATIONS OFFICER REPORT**
12. **ANGELA IGRISAN, CHIEF CLINICAL OFFICER REPORT**
13. **SEYYAM TEIMOORI, MEDICAL DIRECTOR REPORT**
14. **RIMMI HUNDAL, DIRECTOR OF MHSA AND ETHNIC SERVICES REPORT**
15. **NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT**

Recommendation: “A motion to receive and file the month of July staff reports.”

### **GOVERNING BOARD COMMENTS**

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

### **PUBLIC COMMENT**

The public can make a comment during general public comments or on a specified agenda item by leaving a voice mail message at (909) 451-6421 or by writing an email to [molmos@tricitymhs.org](mailto:molmos@tricitymhs.org). All voice mail messages and emails received by 3:30 p.m. will be read into the record at the appropriate time. No action shall be taken on any item not appearing on the Agenda. The Chair reserves the right to place limits on duration of comments.

### **ADJOURNMENT**

The next Regular Meeting of the **Governing Board** will be held on **Wednesday, September 16, 2020 at 5:00 p.m.**, via teleconference due to the COVID 19 pandemic. The Governing Board is Dark during the month of August.

MICAELA P. OLMOS  
JPA ADMINISTRATOR/CLERK





## **MINUTES**

### **REGULAR MEETING OF THE GOVERNING BOARD JUNE 17, 2020 – 5:00 P.M.**

The Governing Board held on Wednesday, June 17, 2020 at 5:01 p.m. its Regular Meeting Via Teleconference pursuant to California Governor Newsom Executive Order N-25-20 wherein he suspended certain provisions of the Brown Act to allow the continuation to hold meetings without gathering in a room in an effort to minimize the spread and mitigate the effects of COVID-19 (Corona Virus Disease of 2019).

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

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

#### **GOVERNING BOARD**

**PRESENT:** Robin Carder, City of La Verne, Chair  
Jed Leano, City of Claremont, Vice-Chair  
Carolyn Cockrell, City of La Verne, Board Member  
Elizabeth Ontiveros-Cole, City of Pomona, Board Member  
Ronald T. Vera, City of Claremont, Board Member  
Benita DeFrank, City of Pomona, Alternate Board Member

**ABSENT:** *Vacant*, City of Pomona, Board Member

**STAFF:** Toni Navarro, Executive Director  
Darold Pieper, General Counsel  
Diana Acosta, Chief Financial Officer  
Nancy Gill, Chief Operations Officer  
Angela Igrisan, Chief Clinical Officer  
Seeyam Teimoori, Medical Director  
Rimmi Hundal, Director of MHSA & Ethnic Services  
Natalie Majors-Stewart, Chief Compliance Officer  
Mary Monzon, Housing Manager  
Mica Olmos, JPA Administrator/Clerk

#### **CONSENT CALENDAR**

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

#### **1. APPROVAL OF MINUTES FROM THE MAY 20, 2020 GOVERNING BOARD AND MENTAL HEALTH COMMISSION REGULAR JOINT MEETING**

**AGENDA ITEM NO. 1**

## **NEW BUSINESS**

Vice-Chair Leano moved, and Board Member Ontiveros Cole seconded, to 1) Find that subsequent to the posting of the agenda, it came to the attention of the agency that it was publicly announced on June 16, 2020, that Tri-City has been awarded a \$150,000 grant from the Aurrera Health Group on behalf of the California Department of Health Care Services; to 2) Find that there is a need for the agency to take immediate action because The terms of the grant require that and agreement with Aurrera Health Group be executed by Tri-City no later than June 26, 2020, and the Governing Board will not be in session again before that date in order to authorize the execution of the grant agreement; and to 3) Add the matter of the approval of the Aurrera Health Group Grantee Services Agreement to the agenda as authorized by Section 54954.2(b)(2) of the Brown Act. The motion was carried by the following vote: AYES: Alternate Board Member DeFrank; Board Members Cockrell, Ontiveros-Cole, and Vera; Vice-Chair Leano; and Chair Carder. NOES: None. ABSTAIN: None. ABSENT: None.

Director of MHSA & Ethnic Services Hundal reported that Tri-City had been selected for two Adverse Childhood Experiences (ACE) award grants; that the first grant in the amount of \$100,000 will be for provider trainings, and the second grant in the amount of \$50,000 is for communications, totaling \$150,000; that the effective date of the contract is from June 30, 2020 through June 29, 2021; that the first surgeon general Dr. Nadine Burke Harris in partnership with the California Governor, the State Department of Health Care services, and health and community leaders, is leading a system reform that recognizes and responds to the effects that ACEs have on biological systems, and addresses the long term impacts of ACEs; that the ACEs Aware Initiative will fund organizations to help extend the reach and impact of its initiative to MediCal providers and organizations that serve MediCare beneficiaries; that the ACE's Aware Initiative is specifically targeted at providing healthcare providers with training and technical assistance to better equipped practicing physicians as they work with patients that have been exposed to significant trauma or have health effects related to trauma exposure, as well as encouraged collaboration among organizations to build networks of care; that COVID-19 is also the trauma that communities are going through with the isolation and the quarantine centers; that there had been talks about COVID-19 also going to be one of the adverse childhood experiences that we would encounter.

Executive Director Navarro explained that Adverse Childhood Experiences are those traumas such as abuse, neglect, growing up in a household with domestic violence or in a household with a parent that has an inconsistent treatment and mental health issues or with an incarcerated parent; that these are really traumatic events that impact the long term physical effects of adults and children's emotions which affect their ability to function in school and their ability to thrive emotionally; that this grant is not just about giving awareness to the providers, but also to help them identify children and families early and link them to Tri-City, as well as our partners that specialize in the care of those traumas; that we know that if we intervene early with children, their long term health impacts can be minimized.

Director of MHSA & Ethnic Services Hundal then stated that staff was recommending that the Governing Board authorizing Tri-City's Executive Director to sign the agreement with Aurrera Health Group for Fiscal Year 2020-21.

Board Member Vera inquired about Aurrera Health Group. Executive Director Navarro replied that Aurrera was a fiscal intermediary selected by the California Surgeon General's Office and DHCS to grant the awards and be the fiscal sponsor of these grants; that it is quite an honor for Tri-City to be selected; that a professor at the school of social work from CSUN has been training Tri-City staff on ACEs for approximately 10 years; and expressed excitement for Tri-City being one of the first grantees of the ACEs award because it will help staff to bring this to a larger community in a bigger way.

Board Member Vera congratulated staff for the work performed in obtaining this grant.

Chair Carder stated that this was a wonderful grant to receive and expressed satisfaction for staff because they had worked hard for this grant.

There being no further discussion, Vice-Chair Leano moved, and Board Member Vera seconded, to adopt Resolution No 534 authorizing the Executive Director to act on behalf of Tri-City to enter into and execute contract with Aurrera Health Group, LLC, and complete and deliver any and all documents required or deemed necessary or appropriate to receive the ACEs Aware Grant in the amount of \$150,000.00 in Fiscal Year 2020-21. The motion was carried by the following vote: AYES: Alternate Board Member DeFrank; Board Members Cockrell, Ontiveros-Cole, and Vera; Vice-Chair Leano; and Chair Carder. NOES: None. ABSTAIN: None. ABSENT: None.

Executive Director Navarro thanked Lisa Naranjo, PEI Program Supervisor, from bringing awareness and who also worked really hard on this grant, along with Rimmi Hundal. Director of MHSA & Ethnic Services Hundal also thanked and congratulated PEI Supervisor Naranjo for taking the lead.

## **2. APPROVAL OF THE COMMUNITY WELLBEING GRANTS FOR FISCAL YEAR 2020-21 UNDER THE COMMUNITY CAPACITY BUILDING PROJECT OF THE PREVENTION AND EARLY INTERVENTION (PEI) PLAN**

Director of MHSA & Ethnic Services Hundal reported that in February 2010 the Governing Board approved and adopted the Community Capacity Building Project under the Prevention and Early Intervention Plan; that part of the program is to be able to provide communities with wellbeing grants for up to a maximum of \$10,000 for up to three years; that this year Tri-City received 32 applications and 16 communities are being recommended for the grant, noting that the agenda report has the names and a brief description of the communities; that the total amount for the selected Community Wellbeing Grants is \$76,000 which will be funded under the MHSA PEI Plan during the Fiscal Year 2020-21.

Board Member Vera stated that the communities look like they have interesting programs; and thanked staff because he knows that there was a lot of work on both sides to get this done.

There being no further comment, Board Member Cockrell moved, and Board Member Ontiveros-Cole seconded, to award sixteen Community Wellbeing Grants totaling \$76,000.00 to be funded under the PEI Plan in FY 2020-21. The motion was carried by the following vote: AYES: Alternate Board Member DeFrank; Board Members Cockrell, Ontiveros-Cole, and Vera; Vice-Chair Leano; and Chair Carder. NOES: None. ABSTAIN: None. ABSENT: None.

**3. APPROVAL OF RESOLUTION NO. 532 ADOPTING THE MENTAL HEALTH SERVICES ACT (MHSA) THREE-YEAR PROGRAM AND EXPENDITURE PLAN FOR FISCAL YEARS 2020-21, 2021-22, & 2022-23**

Executive Director Navarro congratulated Dana Barford and Rimmi in doing such a great job on the Three-Year Plan prior to COVID and for being able to identify where there should be some changes, take it back to the stakeholders, and turn it around so quickly to present it to the Mental Health Commission and the Governing Board to make sure that we stay on track for our programming; and she then thanked the Governing Board Members who participated in any of the meetings or had any feedback.

Director of MHSA & Ethnic Services Hundal stated that the MHSA Three-Year Plan are projections for three years in advance; that it was developed through a community planning process wherein stakeholders meet for multiple meetings over the year, and this is the plan that they originated; that this year had been interested because the Plan had been developed and posted just before COVID-19, then it happened, and the Plan had to be revised and then presented again to the stakeholders; that the revised Plan was presented at the Joint Meeting of the Mental Health Commission and the Governing Board on May 20th and again during a Public Hearing on June 9th; that now staff recommends that the Governing Board adopt this Plan to be presented to the State. She noted that many counties will not be able to meet the deadline of June 30th; however, Tri-City could still meet the deadline. So any questions you all are so efficient

Board Member Vera stated that it is his understanding that the Mental Health Commission met on June 9th, and inquired if the Mental Health Commission had already approved the 3-Year MHSA Plan. Director of MHSA & Ethnic Services Hundal replied in the affirmative, noting that the Mental Health Commission had voted to recommend for approval to the Governing Board.

There being no further discussion, Vice-Chair Leano moved, and Board Member Ontiveros-Cole seconded, adopt Resolution No. 532 approving the MHSA Three-Year Program and Expenditure Plan For Fiscal Years 2020-21, 2021-22, & 2022-23, as recommended by Tri-City's Mental Health Commission. The motion was carried by the following vote: AYES: Alternate Board Member DeFrank; Board Members Cockrell, Ontiveros-Cole, and Vera; Vice-Chair Leano; and Chair Carder. NOES: None. ABSTAIN: None. ABSENT: None.

**4. APPROVAL OF RESOLUTION NO. 533 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MASTER SERVICES AGREEMENT WITH RINGCENTRAL, INC. FOR VIDEOCONFERENCING SERVICES**

Executive Director Navarro reported that on the week of March 16th staff realized that we were moving towards the shutdown and we needed to move people out of the office, reduce contact face to face with people, and we needed to pivot pretty quickly to a system that allowed us to do video conferencing and phone services; that unfortunately, our current phone and internet system provider TPX, did not have a video conferencing platform; that research was conducted and staff selected RingCentral which allowed us to do telehealth and video conferencing with clients who wanted it; that RingCentral has the highest levels of certification from the federal government for both HIPAA and HITRUST, which makes it the most safe and secure for Tri-City and our clients; that they gave Tri-City a free three-month trial service, noting that it was something that RingCentral offered to all healthcare providers and nonprofits; that the proposed contract with RingCentral is for their basic standard service, noting that we are coming upon a time when telehealth and telecommuting is here to stay, at least for the next year. She also stated that the

Department of Health Care Services (DHCS) is already asking the federal government, the Medicaid Services Bureau, to really consider allowing the full telehealth for lots of the things that they've been given exceptions during COVID-19; that staff is recommending RingCentral to continue providing video conferencing and not have any lack of continuity.

There being no further comment, Board Member Cockrell moved, and Alternate Board Member DeFrank seconded, to adopt Resolution No. 533 approving a Master Services Agreement with RingCentral, Inc. for videoconferencing services; and authorizing the Executive Director to execute the Agreement. The motion was carried by the following vote: AYES: Alternate Board Member DeFrank; Board Members Cockrell, Ontiveros-Cole, and Vera; Vice-Chair Leano; and Chair Carder. NOES: None. ABSTAIN: None. ABSENT: None.

Executive Director Navarro thanked the Board for approving the contract with RingCentral; and as she indicated in her staff report, that as it is considered keeping telehealth and telecommuting as a standard way of practice ongoing, staff will prepare an RFP for Tri-City's phone and internet services next year, to make sure that we are at the highest level of capability for both our clients and staff.

**5. APPOINTMENT OF GOVERNING BOARD MEMBER REPRESENTATIVE TO THE TRI-CITY MENTAL HEALTH COMMISSION**

Chair Carder stated that the Mental Health Commission has had representation from the Board and one Board Member attends the Commission meetings.

Executive Director Navarro added that a Board Member attends the Mental Health Commission meetings as a representative, as required under the WIC Code, which states that a Governing Board Member should also be a member of the Mental Health Commission; that the function of that Governing Board Member is to be the liaison who reports back action items and recommendations from the Commission to the Governing Board, noting that the Commission acts as advisory body to the Board.

Chair Carder then stated that at this time the Commission has a vacant position from the Board and they need to fill that vacancy; she then posed the question if there was a board member that would be able to fill this vacancy; and asked staff for the meeting dates and times. Executive Director Navarro replied that the Mental Health Commission meetings are held on the second Tuesday of every month at 3:30 p.m., except in December and May when they meet with the Governing Board, and that they are also dark in August as is the Board.

Board Member Leano stated that unfortunately, the Commission meetings are held at the same time as Claremont's Council meetings.

Board Member Vera stated that he will be president of the Pomona Rotary next year; therefore, he does not have the time commitment and he hoped that somebody else on this call today might be interested.

Executive Director Navarro reported that in her twelve years working for Tri-City, the current Commission has been the most engaged and active as a group and with our staff; that the Governing Board liaison does not take on the leadership; that the Commission is very self driven and takes a lot of initiative.

Board Member Ontiveros-Cole stated that she cannot fill this vacancy because she is really busy with many appointments after God's pantry distribution in the morning.

Board Member Cockrell expressed interest in participating; however, there would be times when she will not be able to attend the meetings when she has IEP meetings during the same time.

Discussion ensued regarding not having to commit to serve as liaison for more than one year; and about the two vacancies in the Governing Board from the City of Pomona.

There being no further discussion, Chair Carder moved, and Vice-Chair Leano seconded, to appoint Board Member Carolyn Cockrell as Board representative to the Tri-City Mental Health Commission effective July 2020. The motion was carried by the following vote: AYES: Alternate Board Member DeFrank; Board Members Cockrell, Ontiveros-Cole, and Vera; Vice-Chair Leano; and Chair Carder. NOES: None. ABSTAIN: None. ABSENT: None.

## **MONTHLY STAFF REPORTS**

### **6. TONI NAVARRO, EXECUTIVE DIRECTOR REPORT**

Executive Director Navarro reported that even after three weeks from the death of George Floyd, things still feel really heavy within our agency and in our communities, noting that if COVID-19 was not enough, it has really taken a toll energy-wise; that a few staff members and she will be taking some vacation time; that there will be a lot of work that will be asked of us to do in our community; that next month the new budget will be presented to the Board; that Tri-City will turn 60 on June 22nd; that Rimmi Hundal is the co-chair on the CBHDA Committee for Social Justice, and as an ethnic services director, we look forward to what she is going to bring back to us from the statewide discussions as behavioral health takes a lead in the State; that the Adverse Childhood Experiences recognizes that racism plays a huge piece in disproportionately negatively impacting the mental health and wellbeing of children of color and communities of color; that it will remain a priority for us moving forward as well; that in response to some of these events, Congresswoman Norma Torres reached out to Tri-City right away and asked us to be a part of her town hall that she held on Wednesday, June 3rd; that Toni Robinson, Tri-City's Innovation Coordinator and the chair of Tri-City's African American Family Wellness Advisory Council, participated as a Tri-City representative and gave a really strong, passionate, and important message on the issues that are happening in our communities today; expressed proudness for Toni Robinson and for what she was able to convey; that the African American Family Wellness Advisory Council had planned having our own town hall on COVID-19 and having as presenter Dr. Gloria Morrell, who reimagined the town hall, noting that there was over 40 people in attendance. She then thanked and expressed appreciation for Governing Board Member Ron Vera for inviting her to speak yesterday during a Pomona Rotary meeting to provide an update on Tri-City, noting that she always welcomes the opportunity to share with our community what we are doing, how to access services, and to make sure that everybody knows that we are here and Tri-City is open to provide help. She then stated that back in February, Genesis LA presented to the Board a housing project that Tri-City was looking to partner with for a 15-Unit project for seniors at Tri-City's property located at 956 Baseline in the City of Claremont; that 8 units were going to be MHSA units; that unfortunately, the LA County continues to not budge on the ability to have vouchers 500 feet from a freeway; that Governing Board Member Leano has been a champion for Tri-City, for this project, and for his City trying to get the County to provide support; that it is taking longer than anticipated to get that green light.

She indicated that she wanted to bring this matter to everyone's attention regarding Tri-City's non-competitive allocation in the amount of \$1.14 million dollars to be used in a housing project, Tri-City has to submit to HCD by February 15, 2021, a signed and approved plan that is fully funded, and ready to be built; that at this time the State has no plan to extend the deadline, which means that Tri-City has to have something by mid-October so that our attorneys can draft an agreement; that if we do not have a plan for approval by the January Board Meeting, so that she can submit it on February 15th, Tri-City has to return the money to HCD; that Governing Board Member Leano and his team at the City of Claremont, and the Genesis LA team, are working really hard and we are staying really hopeful.

Board Member Vera inquired if this is a county rule, or if this something that other counties have adopted regarding the proximity to freeways.

Board Member Leano stated that the 500-foot rule and the prohibition on vouchers, is a County rule that is only honored administratively by the Los Angeles County Development Authority (LACDA); that this rule was never adopted by the Board of Supervisors; that right now LACDA is utilizing that rule to deny funding and vouchers for projects that are within 500 feet of a freeway, despite the fact that the Supervisors have never voted affirmatively to make that codified; that during a housing event in Monrovia on February 15th, Supervisor Kathryn Barger, who does not represent the Tri-City area, was in attendance and a lot of people made it clear to her that they wanted to see that reversed, or at least, have the County vote to express the basis for exceptions to the 500-foot rule; that notwithstanding the existence of that rule, everyone involved are working very hard to get cooperation from Supervisor Solis' office to locate an alternative source of funding for the funding gap, which right now seems to be about 1.5 million.

Board Member Vera further inquired if Supervisor Solis is not going to budge from that 500-foot rule.

Governing Board Member Leano replied that he does not know the answer to Board Member Vera's question; that he also does not know if there is enough time to get the 500-foot rule rectified for the purposes of this specific opportunity as it relates to the No Place Like Home deadline; that he thinks that Supervisor Solis' office is trying their best to locate a source of funding that is not encumbered by that restriction to help us.

Executive Director Navarro then provided a housing division update which is a harbinger of what is to come; that Tri-City had a 54% increase in the number of open referrals for housing of people coming to Tri-City enrolled in services and expressing concern about being able to maintain their housing; that Tri-City had a 32% jump in the number of our own clients reporting they are about to be homeless; that at the start of COVID-19, we had 134 clients that were on that list that were identifying as homeless or imminently homeless, and now there are 177; that this data as of last week and it has not even been three months. She then discussed the Point In Time homeless count that came out last Friday which indicated that there is an overall County increase of approximately 17% in homelessness which is really alarming; that we have things in place that are working, but on the back end, people are falling into homelessness; that about 207 people a day get housing in LA County and on average 277 fall into homelessness on the same day, which means that we are not getting ahead of this curve; she then pleaded to the Governing Board to reach out to their cities and community partners to help us try and figure out a solution here to get ahead of this curve.

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

Chief Financial Officer Acosta reported that she will present next month the Fiscal Year 2020-21 budget; that staff is getting prepared for our annual audit; that the hope is that we are on track and get our financial statements issued on time, and be able to present them to the Board at its October meeting; and that she will provide monthly audit updates.

Board Member Vera asked Chief Financial Officer Acosta how will the audit will be conducted. Chief Financial Officer Acosta replied that auditors typically come into Tri-City offices and have staff constantly pulling files and paperwork; however, now staff will scan documents and send to them through a secure portal where staff will be uploading documents, noting that this process is not an unusual practice; that there is a comfort level about the understanding of the documents that they need; and that if there are documents that auditors need to see physically, it can certainly be facilitated.

Board Member Vera stated that he had been hearing from the cities concerns about next year's budget because of the sales tax going down, and also about its impact on Tri-City for next year; and that he will look in the budget that will be approved next month, to have as much reserves as possible as a safeguard for what we are looking for down the road.

Chief Financial Officer Acosta stated that staff is definitely going to be balancing the impact in connection with increases in services that are required of us; that we are starting out the year with a decent amount of reserves; that the focus was to spend some of the reserves that we had in terms of MHSA and realignment; that Tri-City will not be making any bankruptcy payments, unless Tri-City gets an influx of funds and is able to maintain the appropriate amount of reserves.

Executive Director Navarro added that on average, Tri-City had been paying a million dollars a year on bankruptcy, and this amount of money can go a long way in the meantime; that on the realignment side, staff is feeling pretty strong about being able to weather this storm.

Board Member Vera stated that he understands that we have a great need in our community because of what is going on and we have to provide services; but at the same time, he sees a 'cliff' coming a year from now. Chief Financial Officer replied that staff is bracing for it, but she feels comfortable with what staff is doing in making sure that we have adequate reserves, noting that we still have money coming in on a monthly basis, both realignment and MHSA; and that in the horizon there will be an increase to our FFT portion of revenues.

Executive Director Navarro added that the government had already approved a 6% increase for this year, beginning on March 1st; that the State has not figured out how to pay counties for it yet; that the upcoming 'cliff', is probably two years out since we may have higher revenues in 2021 than we did this year because of the delayed payment on our taxes; that Tri-City's Financial Officer is already planning two and three years ahead.

## **8. NANCY GILL, CHIEF OPERATIONS OFFICER REPORT**

Chief Operations Officer Gill reminded the Board that many staff members are working from home, and telecommuting; that June is safety month, so reminded to make sure to check for your earthquake emergency home preparedness and fire as well, noting that she had provided a couple of examples from Dr. Teimoori and also Facilities Manager and Safety Coordinator, regarding safety and making sure we're taking care of ourselves; that we also have implemented



a mandatory temperature check screening station at all five Tri-City sites for both employees and visitors alike, noting that now to be able to access any of our buildings, you need to make sure you go through our temperature screening.

Executive Director Navarro added that we already had mandatory temperature check screening for clients; however, it was not mandatory for staff, and now it is for everybody, pointing out that the stations are outside and the setup is wonderful; she then asked the Board on behalf of Nancy and her team, to help obtain 95 masks, noting that we want staff protected which have to be in the field and be face-to-face with our clients since COVID-19 is increasing in Pomona these days.

#### **9. ANGELA IGRISAN, CHIEF CLINICAL OFFICER REPORT**

Chief Clinical Officer Igrisan thanked the Board for their efforts in getting 95 masks; that the month of May started out with working a lot in housing during that COVID crisis; that at the end of the month, basically the whole world the death of George Floyd by another person's hand on national television, and there was trauma and that is what we do at Tri-City, we treat trauma; that we set about to make sure that the trauma was addressed with everyone; that staff talked about special accommodations and any type of other service needs for the African American community, we made sure that that happened; that right now the clinical department is having some staff impact due to having staff called way to the national guard into the military, a couple of staff went on maternity leave, and approximately 10% of staff who have been in quarantine for being exposed to COVID-19, noting that everybody is healthy; that the billing still happening and clients continue to increase at the Garey location; that at the Royalty location the service requests are down for children, and pointed out that that it is expected that they will increase as the school year starts to get invigorated.

#### **10. SEEYAM TEIMOORI, MEDICAL DIRECTOR REPORT**

Dr. Teimoori shared the good news about the hiring of an additional child psychiatrist since this is the second child psychiatrist that we have, noting that it was very timely in terms of the coverage and also in terms of not having to pay too much money for locum doctors.

Board Member Vera inquired how the medical staff is doing with all the mental health and the stress, noting that at the Pomona Valley Hospital, staff has been monitoring the stress they are experiencing. Dr. Teimoori indicated that he has been checking with the managers and the doctors; that staff has been using the administration leave; that he is encouraging staff to take vacation or sick time; that he is also limiting the amount of time that staff spends face-to-face with clients; that staff has air purifiers in their offices as well as being equipped with UV that hopefully will kill the virus; and making sure that staff wears masks and gloves and exercise all the safety measures. He also indicated that it is stressful and it seems that people have been adjusting very well; that he has received good feedback from clients that have said that they are happy that we can still provide care for them, especially because the doctors are seeing clients during the initial appointment to build rapport with the client.

#### **11. RIMMI HUNDAL, DIRECTOR OF MHSA AND ETHNIC SERVICES REPORT**

Director of MHSA & Ethnic Services Hundal reported that with COVID-19, everything has moved online and Tri-City has increased its presence in social media; that staff initially was hesitant about entering these uncharted waters, and we did as everybody else did, noting that we have been

successful with social media and shared a success story about a former client who contacted Tri-City privately on Facebook stating that the person was able to get help within one day from when the message was received; that we are increasing our 'likes' and contacts on Twitter, Instagram, and Facebook, and encouraged everyone to 'like' Tri-City on its social media pages because, the more likes we get, the more visibility we have. She then talked about the Directing Change stigma reduction campaign in which students make videos to bring awareness to suicide and help reduce the stigma associated with a mental illness; that the School of Arts and Enterprise in Pomona received first place for their video called 'Sanamente'; that during the ceremony, Claremont High School and School of Arts and Enterprise were recognized in three separate categories and received two first place awards, a second place award and honorable mentions; that Mountain View Elementary School in Claremont was also recognized in three categories and receiving one second place award and two honorable mentions. So our schools continue to get those, uh, recognitions and awards. And again,

Executive Director Navarro added that the School of Arts and Enterprises, under the category of Santamente, their video is titled 'Del Barrio', and they won First Place in their category and they are the Three Cities first statewide winner.

Director of MHSA & Ethnic Services Hundal then reported that the Wellness Center continues to stay open and welcoming people that come in as long as we are meeting the physical distancing requirements; that in this month there were 25 virtual groups that took place; that starting in July there will be 30 virtual groups happening; that the summer camp has started online and staff will do four virtual trips to the museums and other attractions.

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

Chief Compliance Officer Majors-Stewart reported talked about best practices, and stated that her department has been working closely with the agency departments on maximizing our planning and monitoring efforts by using data analytics; that staff is expanding data, which is wonderful, and expressed excitement about it; that staff will start pushing more towards using this data to help drive decision making, especially because so many things are in transition and evolution, and staff wants to make sure that we are pushing forward with the most solid decisions as possible; that currently we have various data projects that we are working on and loving that we are just working so synergistically in the agency; that with this data, we are going to have regular reviews; that we have a lot of good momentum on quality improvement; that as updates and things come about, that she would like to highlight to the Board Tri-City's data process to explore how we approach data and some of the exciting things that are happening.

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

## **GOVERNING BOARD COMMENTS**

Chair Carder reported that there was a major fire in the City of La Verne, noting that it was the largest fire in La Verne history; that over 60 firemen were onsite trying to put out the fire; and said she was impressed when the La Verne City Manager told her that Tri-City reached out to him to see if he could use any assistance with the employees if they were going through any trauma or

any kind of effects from this fire; and expressed appreciation for Tri-City efforts, and said she was thankful that Tri-City reached out.

Executive Director Navarro stated that Tri-City was also worried about people feeling like they had lost my job even for a short amount of time, which may not be the case; however, just thinking about that it could happen; that people are on the edge; and thanked Mary Manzon, from housing, for reaching out right away.

Chair Carder expressed being so proud for being a part of Tri-City's organization.

Board Member Vera stated that the reasons that Executive Director Navarro was invited to speak to the Rotary was because they have heard that there is an underlying mental health stress throughout the communities because of the incident with George Floyd; that the hospital reports that unfortunately we are still getting more people coming into the hospital with COVID-19; that the hospital is still assessing its capabilities of dealing with this right now, noting that they are attributing the increase to the loosening of restrictions for mother's day and Memorial day.

Board Member Ontiveros-Cole stated that COVID-19 exists, still here, do not take it for granted, and when you are sick to wear a mask and practice distance; that a couple of places in Pomona are having a grand opening, and wish them well; that a fire broke at their iconic hall house, which was a family mission restaurant for more than 30 years; that she grew up in the city of Pomona and it was devastating seeing it burned down to the ground; that the Pomona PD saved the life of a senior bedridden citizen when a fire broke out.

Executive Director Navarro stated that if any of those workers are experiencing any difficulty, to provide them with Tri-City's phone number, or if someone just needs to talk to someone and is feeling really bad about things.

Board Member Ontiveros-Cole stated that the fire was started by a homeless person and she was arrested, noting that arson is very dangerous; that a lot of fires have been occurring in the City of Pomona; that hopefully we can move forward to something more positive; that there is a lot of things going on right now for everybody, and encourage to be closer to each other, even with just a phone call.

Executive Director Navarro reported that the smoke shop directly adjacent to Tri-City's Wellness Center has burned to the ground and there was no damage to our building.

### **PUBLIC COMMENT**

There was no public comment.

### **ADJOURNMENT**

At 6:14 p.m., on consensus of the Governing Board its meeting of June 17, 2020 was adjourned. The next Regular Meeting of the Governing Board will be held on Wednesday, July 15, 2020 at 5:00 p.m., via teleconference due to the COVID-19 pandemic.



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

**DATE:** July 15, 2020

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

**FROM:** Toni Navarro, LMFT, Executive Director

**SUBJECT:** Approval of Resolution No. 535 Adopting Revised Job Descriptions of the IT Specialist I & II, and IT System Administrator & Security Officer; Establishing Class Specification and Salary Range for the Positions of IT Service Desk & Project Supervisor and Chief Information Officer; and Revising Its Classification and Salary Schedule to Reflect These Changes Effective August 1, 2020

---

Summary:

In Summer of 2019, the Executive Director secured the consulting firm, Kairos Partners, to conduct a comprehensive review and evaluation of Tri-City's IT department, including its staffing. The final report identified that Tri-City's IT job descriptions did not appear to accurately reflect the current work that staff were providing, nor allow for the appropriate development and evolution of the Agency's IT systems as required in the ever-changing field of public mental health. The Interim Chief Information Officer hired on for a one-year contract in January 2020 has completed her overhaul of the IT Department's job descriptions. This has resulted in the reclassification of all currently filled positions and created the position of Chief Information Officer to be filled by January 2021.

Background:

In Fiscal Years (FY) 2018-19 and 2019-20 as the California Department of Health Care Services (DHCS) prepared for the renewal of its contract with the Federal government to receive Medicaid reimbursement for its behavioral health services, DHCS correspondence with the county behavioral health system focused largely on data collection and reporting, and performance-based contracting and reimbursement. Similarly, meetings among county behavioral health directors often included discussions regarding their counties IT systems, IT policies and practices, and the growing importance of having an IT department that was future focused and involved in strategic planning for public behavioral health agencies, not just serving help-desk functions and/or responsible for providing hardware to staff and software upgrades.

Consequently, starting mid-FY 2018/19, the Executive Director noted areas of concern and areas for improvement in the functioning of Tri-City's IT Department and reached out to the Chair of the California Behavioral Health Director's Association (CBHDA) IT Committee for guidance as to how to best prepare Tri-City for the upcoming changes being discussed. It was recommended that Tri-City seek an outside independent firm specializing in IT systems evaluation and analysis.

**Governing Board of Tri-City Mental Health**

***Approval of Resolution No. 535 Adopting Revised Job Descriptions of the IT Specialist I & II, and IT System Administrator & Security Officer; Establishing Class Specification and Salary Range for the Positions of IT Service Desk & Project Supervisor and Chief Information Officer; and Revising Its Classification and Salary Schedule to Reflect These Changes Effective August 1, 2020***

**June 17, 2020**

**Page 2**

The Executive Director then contracted with Kairos Partners. A priority recommendation was to update Tri-City's IT job descriptions and salary structure for these positions. In the first 6 months of her work with Tri-City, contracted Interim Chief Information Officer, Jessica Wong, has assessed short-term, medium-range, and long-term goals of Tri-City's IT needs and developed an IT Department infrastructure that does not currently add more positions to the department, but rather provides clear, distinct duties and tasks for each IT staff to increase the efficiency and effectiveness of the department's functioning and, thus, the overall Agency operations.

All job descriptions were reviewed and analyzed for comparison with like-agencies and job duties by Koff and Associates. Koff and Associates is the agency with Tri-City recently contracted with to complete an overhaul of its entire employee job classification and salary structure. Their analysis is presented here:

- IT Specialist I Job Description is revised and changed Pay Grade from N5 to N7
- IT Specialist II Job Description is revised and changed Pay Grade from N7 to N9
- IT Specialist III & Senior Job Descriptions were revised to IT Service Desk & Project Supervisor Position and reclassified to Exempt Status, Pay Structure S5
- IT Manager/HIPAA Security Officer Job Description is revised to IT Systems Administrator & Security Officer, and changed Pay Grade from S7 to S6
- Chief Information Officer (to oversee the entire department) is established at the executive management level (at-will) with Pay Grade S9, and will report directly to the Executive Director.

Fiscal Impact:

All positions listed are provided for in the Fiscal Year 2020-21 budget and are funded using both MHSA and 1991 Realignment funds.

Recommendation:

Staff recommends that the Governing Board approve Resolution No. 535 in order to reclassify and establish appropriate roles and responsibilities and salary ranges for the Tri-City IT Department.

Attachments

*Attachment 2-A:* Resolution No. 535 - DRAFT

*Attachment 2-B:* IT Specialist I and II Job Description

*Attachment 2-C:* IT Systems Administrator & Security Officer Job Description

*Attachment 3-D:* IT Service Desk & Project Supervisor Job Description

*Attachment 4-E:* Chief Information Officer Job Description

**RESOLUTION NO. 535**

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING REVISED JOB DESCRIPTIONS OF THE IT SPECIALIST I & II, AND IT SYSTEM ADMINISTRATOR & SECURITY OFFICER; ESTABLISHING CLASS SPECIFICATION AND SALARY RANGE FOR THE POSITIONS OF IT SERVICE DESK & PROJECT SUPERVISOR AND CHIEF INFORMATION OFFICER; AND REVISING ITS CLASSIFICATION AND SALARY SCHEDULE TO REFLECT THESE CHANGES EFFECTIVE AUGUST 1, 2020**

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

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

A. Tri-City Mental Health Authority (“Authority or TCMHA”), desires to:

a. Adopt revised job descriptions and job titles for the Information Technology Specialist I & II (formerly Information Technology Specialist I, II, III, & Senior), and for the Information Technology Systems Administrator and Security Officer (formerly IT Manager / HIPAA Security Officer);

b. Establish the Information Technology Service Desk and Project Supervisor Position under the classification of general services employees, and the Chief Information Officer Position under the executive management classification; and

c. Revise the Classification and Salary Schedule for Tri-City Mental Health Authority effective August 1, 2020 to reflect these changes.

B. A class and compensation review of these Information Technology classifications was conducted in order to establish the appropriate pay grade for each job description.

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

D. Resolution No. 515 is superseded by this Resolution No. 535.

E. The Information Technology job classifications will be added to the Authority’s Classification and Salary Schedule with the proposed Salary Range and Pay Grade:

Information Technology Specialist I	\$90,140.44 - \$144,225.55	N7
Information Technology Specialist II	\$62,429.77 - \$81,158.70	N9
Information Technology Service Desk and Project Supervisor	\$69,673.90 - \$111,478.24	S5
Information Technology Systems Administrator and Security Officer	\$80,125.78 - \$128,200.61	S6
Chief Information Officer	\$109,184.39 - \$174,695.02	S9

[continued on page 2]

F. The funding source for these positions is MHSA and Realignment.

**2. Action**

The Governing Board approves and authorizes the Information Technology job classifications to be added to the Authority's Classification and Salary Schedule as shown in 'Exhibit A' attached herein.

**3. Adoption**

PASSED AND ADOPTED at a regular meeting of the Governing Board held on July 15, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
ROBIN CARDER, CHAIR

APPROVED AS TO FORM:  
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:  
MICAELA P. OLMOS, RECORDING SECRETARY

By: \_\_\_\_\_

By: \_\_\_\_\_



**TRI-CITY MENTAL HEALTH AUTHORITY**  
**CLASSIFICATION AND SALARY SCHEDULE**  
**EFFECTIVE AUGUST 1, 2020**  
**(Adopted July 15, 2020)**

Job Title	Job Classification	Pay Grade	Salary Rate	Salary Range				
				Minimum	25th%	Mid	75th%	Maximum
Housing Wellness Advocate I	Non-Exempt	N1	Annual	\$ 27,224.65	\$ 28,427.49	\$ 29,630.34	\$ 30,833.18	\$ 32,036.02
Master of Social Work (MSW) Intern			Monthly	\$ 2,268.72	\$ 2,368.96	\$ 2,469.19	\$ 2,569.43	\$ 2,669.67
Wellness Advocate I			Hourly	\$ 13.0888	\$ 13.6671	\$ 14.2454	\$ 14.8236	\$ 15.4019
Clinical Wellness Advocate I	Non-Exempt	N2	Annual	\$ 32,036.02	\$ 34,438.91	\$ 36,841.80	\$ 39,244.69	\$ 41,647.58
Housing Wellness Advocate II			Monthly	\$ 2,669.67	\$ 2,869.91	\$ 3,070.15	\$ 3,270.39	\$ 3,470.63
Medical Assistant			Hourly	\$ 15.4019	\$ 16.5572	\$ 17.7124	\$ 18.8676	\$ 20.0229
Program Support Assistant I	Non-Exempt	N3	Annual	\$ 35,240.58	\$ 37,883.42	\$ 40,526.25	\$ 43,169.08	\$ 45,811.91
Wellness Advocate II			Monthly	\$ 2,936.72	\$ 3,156.95	\$ 3,377.19	\$ 3,597.42	\$ 3,817.66
Clinical Wellness Advocate II			Hourly	\$ 16.9426	\$ 18.2132	\$ 19.4838	\$ 20.7544	\$ 22.0250
Community Garden Farmer	Non-Exempt	N4	Annual	\$ 38,764.00	\$ 41,671.30	\$ 44,578.60	\$ 47,485.90	\$ 50,393.20
Community Navigator I			Monthly	\$ 3,230.33	\$ 3,472.61	\$ 3,714.88	\$ 3,957.16	\$ 4,199.43
Facilities Maintenance Technician I			Hourly	\$ 18.6365	\$ 20.0343	\$ 21.4320	\$ 22.8298	\$ 24.2275
Housing Wellness Advocate III	Non-Exempt	N5	Annual	\$ 42,640.40	\$ 45,838.57	\$ 49,036.73	\$ 52,234.89	\$ 55,433.06
Program Support Assistant II			Monthly	\$ 3,553.37	\$ 3,819.88	\$ 4,086.39	\$ 4,352.91	\$ 4,619.42
Wellness Advocate III			Hourly	\$ 20.5002	\$ 22.0378	\$ 23.5754	\$ 25.1129	\$ 26.6505
Facilities Maintenance Technician II	Non-Exempt	N6	Annual	\$ 46,904.98	\$ 50,422.80	\$ 53,940.62	\$ 57,458.44	\$ 60,976.26
Program Support Assistant III			Monthly	\$ 3,908.75	\$ 4,201.90	\$ 4,495.05	\$ 4,788.20	\$ 5,081.35
Psychiatric Technician I			Hourly	\$ 22.5505	\$ 24.2417	\$ 25.9330	\$ 27.6242	\$ 29.3155
Residential Services Coordinator	Non-Exempt	N7	Annual	\$ 51,595.05	\$ 55,464.78	\$ 59,334.52	\$ 63,204.25	\$ 67,073.99
Human Resources Technician			Monthly	\$ 4,299.59	\$ 4,622.07	\$ 4,944.54	\$ 5,267.02	\$ 5,589.50
Mental Health Specialist			Hourly	\$ 24.8053	\$ 26.6658	\$ 28.5262	\$ 30.3867	\$ 32.2471
Psychiatric Technician II	Non-Exempt	N8	Annual	\$ 56,754.34	\$ 61,010.92	\$ 65,267.49	\$ 69,524.07	\$ 73,780.64
Administrative Assistant			Monthly	\$ 4,729.53	\$ 5,084.24	\$ 5,438.96	\$ 5,793.67	\$ 6,148.39
Facilities Maintenance Technician, Senior			Hourly	\$ 27.2857	\$ 29.3322	\$ 31.3786	\$ 33.4250	\$ 35.4715
Information Technology Specialist I	Exempt	S2	Annual	\$ 50,892.28	\$ 57,253.69	\$ 63,615.09	\$ 69,976.49	\$ 76,337.89
Senior Mental Health Specialist			Monthly	\$ 4,241.02	\$ 4,771.14	\$ 5,301.26	\$ 5,831.37	\$ 6,361.49
Psychiatric Technician III			Hourly	\$ 24.4674	\$ 27.5258	\$ 30.5842	\$ 33.6425	\$ 36.7009
Mental Health Specialist Coordinator	Non-Exempt	N9	Annual	\$ 62,429.77	\$ 67,112.01	\$ 71,794.24	\$ 76,476.47	\$ 81,158.70
Accountant			Monthly	\$ 5,202.48	\$ 5,592.67	\$ 5,982.85	\$ 6,373.04	\$ 6,763.23
Certified Substance Abuse Counselor			Hourly	\$ 30.0143	\$ 32.2654	\$ 34.5165	\$ 36.7675	\$ 39.0186
Communications Coordinator	Exempt	S3	Annual	\$ 68,672.75	\$ 74,837.69	\$ 81,002.63	\$ 87,167.57	\$ 93,332.51
Field Capable CSW I			Monthly	\$ 5,722.73	\$ 6,236.47	\$ 6,750.22	\$ 7,263.96	\$ 7,777.71
Program Support Supervisor			Hourly	\$ 33.0157	\$ 35.9797	\$ 38.9436	\$ 41.9075	\$ 44.8714
Information Technology Specialist II	Non-Exempt	N10	Annual	\$ 61,932.83	\$ 71,222.59	\$ 80,512.36	\$ 89,802.12	\$ 99,091.88
Accountant, Senior			Monthly	\$ 5,161.07	\$ 5,935.22	\$ 6,709.36	\$ 7,483.51	\$ 8,257.66
Clinical Therapist I			Hourly	\$ 29.7754	\$ 34.2416	\$ 38.7079	\$ 43.1741	\$ 47.6403
Community Capacity Organizer	Exempt	S4	Annual	\$ 61,932.83	\$ 71,222.59	\$ 80,512.36	\$ 89,802.12	\$ 99,091.88
Community Mental Health Trainer			Monthly	\$ 5,161.07	\$ 5,935.22	\$ 6,709.36	\$ 7,483.51	\$ 8,257.66
Field Capable CSW II			Hourly	\$ 29.7754	\$ 34.2416	\$ 38.7079	\$ 43.1741	\$ 47.6403
Housing Supervisor	Exempt	S4	Annual	\$ 61,932.83	\$ 71,222.59	\$ 80,512.36	\$ 89,802.12	\$ 99,091.88
Human Resources Analyst			Monthly	\$ 5,161.07	\$ 5,935.22	\$ 6,709.36	\$ 7,483.51	\$ 8,257.66
Medication Support Services Supervisor			Hourly	\$ 29.7754	\$ 34.2416	\$ 38.7079	\$ 43.1741	\$ 47.6403
MHSA Wellbeing Specialist	Exempt	S4	Annual	\$ 61,932.83	\$ 71,222.59	\$ 80,512.36	\$ 89,802.12	\$ 99,091.88
Nurse Practitioner I			Monthly	\$ 5,161.07	\$ 5,935.22	\$ 6,709.36	\$ 7,483.51	\$ 8,257.66
Program Analyst I			Hourly	\$ 29.7754	\$ 34.2416	\$ 38.7079	\$ 43.1741	\$ 47.6403
Quality Improvement Specialist I	Exempt	S4	Annual	\$ 61,932.83	\$ 71,222.59	\$ 80,512.36	\$ 89,802.12	\$ 99,091.88
Clinical Therapist II			Monthly	\$ 5,161.07	\$ 5,935.22	\$ 6,709.36	\$ 7,483.51	\$ 8,257.66
Employment Outreach Supervisor			Hourly	\$ 29.7754	\$ 34.2416	\$ 38.7079	\$ 43.1741	\$ 47.6403
Facilities Coordinator	Exempt	S4	Annual	\$ 61,932.83	\$ 71,222.59	\$ 80,512.36	\$ 89,802.12	\$ 99,091.88
MHSA Program Coordinator			Monthly	\$ 5,161.07	\$ 5,935.22	\$ 6,709.36	\$ 7,483.51	\$ 8,257.66
MHSA Well Being Supervisor			Hourly	\$ 29.7754	\$ 34.2416	\$ 38.7079	\$ 43.1741	\$ 47.6403
Program Analyst II	Exempt	S4	Annual	\$ 61,932.83	\$ 71,222.59	\$ 80,512.36	\$ 89,802.12	\$ 99,091.88
Psychologist I			Monthly	\$ 5,161.07	\$ 5,935.22	\$ 6,709.36	\$ 7,483.51	\$ 8,257.66
Quality Improvement Specialist II			Hourly	\$ 29.7754	\$ 34.2416	\$ 38.7079	\$ 43.1741	\$ 47.6403
Supplemental Crisis Services Clinician	Exempt	S4	Annual	\$ 61,932.83	\$ 71,222.59	\$ 80,512.36	\$ 89,802.12	\$ 99,091.88
			Monthly	\$ 5,161.07	\$ 5,935.22	\$ 6,709.36	\$ 7,483.51	\$ 8,257.66
			Hourly	\$ 29.7754	\$ 34.2416	\$ 38.7079	\$ 43.1741	\$ 47.6403





**TRI-CITY MENTAL HEALTH AUTHORITY  
CLASSIFICATION AND SALARY SCHEDULE  
EFFECTIVE AUGUST 1, 2020  
(Adopted July 15, 2020)**

Job Title	Job Classification	Pay Grade	Salary Rate	Salary Range				
				Minimum	25th%	Mid	75th%	Maximum
Clinical Supervisor I Facilities Manager MHSA Program Supervisor Nurse Practitioner II Information Technology Service Desk & Project Supervisor Program Supervisor I Program Analyst III Psychologist II Senior Human Resources Analyst Support Systems Manager WET Supervisor	Exempt	S5	Annual Monthly Hourly	\$ 69,673.90 \$ 5,806.16 \$ 33.4971	\$ 80,124.98 \$ 6,677.08 \$ 38.5216	\$ 90,576.07 \$ 7,548.01 \$ 43.5462	\$ 101,027.15 \$ 8,418.93 \$ 48.5707	\$ 111,478.24 \$ 9,289.85 \$ 53.5953
Accounting Manager Clinical Supervisor II Crisis Intervention and Medication Support Manager Housing Manager Information Technology Systems Administrator & Security Officer Joint Powers Authority (JPA) Administrator/Clerk Mental Health Services Act (MHSA) Projects Manager Occupational Therapist Program and Outcomes Analyst Supervisor Program Supervisor II Quality Improvement Supervisor Revenue/Billing Manager Wellness Advocate Manager Wellness Center Manager	Exempt	S6	Annual Monthly Hourly	\$ 80,125.78 \$ 6,677.15 \$ 38.5220	\$ 92,144.49 \$ 7,678.71 \$ 44.3002	\$ 104,163.20 \$ 8,680.27 \$ 50.0785	\$ 116,181.90 \$ 9,681.83 \$ 55.8567	\$ 128,200.61 \$ 10,683.38 \$ 61.6349
Clinical Program Manager Controller Human Resources Manager	Exempt	S7	Annual Monthly Hourly	\$ 90,140.44 \$ 7,511.70 \$ 43.3367	\$ 103,661.72 \$ 8,638.48 \$ 49.8374	\$ 117,183.00 \$ 9,765.25 \$ 56.3380	\$ 130,704.28 \$ 10,892.02 \$ 62.8386	\$ 144,225.55 \$ 12,018.80 \$ 69.3392
Manager of Best Practices	Exempt	S8	Annual Monthly Hourly	\$ 99,154.80 \$ 8,262.90 \$ 47.6706	\$ 114,028.02 \$ 9,502.34 \$ 54.8212	\$ 128,901.24 \$ 10,741.77 \$ 61.9718	\$ 143,774.46 \$ 11,981.21 \$ 69.1223	\$ 158,647.68 \$ 13,220.64 \$ 76.2729
Chief Compliance Officer Chief Information Officer Director of MHSA and Ethnic Services	At-Will	S9	Annual Monthly Hourly	\$ 109,184.39 \$ 9,098.70 \$ 52.4925	\$ 125,562.05 \$ 10,463.50 \$ 60.3664	\$ 141,939.70 \$ 11,828.31 \$ 68.2402	\$ 158,317.36 \$ 13,193.11 \$ 76.1141	\$ 174,695.02 \$ 14,557.92 \$ 83.9880
Chief Clinical Officer Chief Financial Officer Chief Operations Officer/HIPAA Privacy Officer	At-Will	S10	Annual Monthly Hourly	\$ 125,562.31 \$ 10,463.53 \$ 60.3665	\$ 144,396.71 \$ 12,033.06 \$ 69.4215	\$ 163,231.11 \$ 13,602.59 \$ 78.4765	\$ 182,065.51 \$ 15,172.13 \$ 87.5315	\$ 200,899.91 \$ 16,741.66 \$ 96.5865
Psychiatrist I	Exempt	S11	Annual Monthly Hourly	\$ 156,953.16 \$ 13,079.43 \$ 75.4582	\$ 185,518.59 \$ 15,459.88 \$ 89.1916	\$ 214,084.02 \$ 17,840.33 \$ 102.9250	\$ 242,649.45 \$ 20,220.79 \$ 116.6584	\$ 271,214.88 \$ 22,601.24 \$ 130.3918
Psychiatrist II	Exempt	S12	Annual Monthly Hourly	\$ 168,724.19 \$ 14,060.35 \$ 81.1174	\$ 200,889.92 \$ 16,740.83 \$ 96.5817	\$ 233,055.65 \$ 19,421.30 \$ 112.0460	\$ 265,221.38 \$ 22,101.78 \$ 127.5103	\$ 297,387.11 \$ 24,782.26 \$ 142.9746
Psychiatrist III	Exempt	S13	Annual Monthly Hourly	\$ 204,453.64 \$ 17,037.80 \$ 98.2950	\$ 235,121.68 \$ 19,593.47 \$ 113.0393	\$ 265,789.73 \$ 22,149.14 \$ 127.7835	\$ 296,457.78 \$ 24,704.81 \$ 142.5278	\$ 327,125.82 \$ 27,260.49 \$ 157.2720
Executive Director Medical Director	Contract At-Will	S14	Annual Monthly Hourly	\$ 225,516.13 \$ 18,793.01 \$ 108.4212	\$ 256,524.60 \$ 21,377.05 \$ 123.3291	\$ 287,533.07 \$ 23,961.09 \$ 138.2371	\$ 318,541.53 \$ 26,545.13 \$ 153.1450	\$ 349,550.00 \$ 29,129.17 \$ 168.0529



TRI-CITY MENTAL HEALTH AUTHORITY  
CLASSIFICATION AND SALARY SCHEDULE  
EFFECTIVE AUGUST 1, 2020  
(Adopted July 15, 2020)

Job Title	Job Classification	Pay Grade	Salary Rate	Minimum	25th%	Salary Range		
						Mid	75th%	Maximum



## **INFORMATION TECHNOLOGY SPECIALIST I and II**

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

**FLSA STATUS:** Non-Exempt

### **DEFINITION:**

Under general supervision, Information Technology (IT) Specialists provide support for the IT department and end users. They ensure that computer hardware and software, as well as networks and servers, work consistently and correctly. IT Specialists may install programs, configure networks and databases, and provide assistance to end users. Perform other duties as assigned. This role requires familiarity with IT processes and procedures, effective communication, departmental enhancement, and user support. IT Specialists balance enterprise-wide support and enhancement with direct assistance for IT departments and users.

### **DISTINGUISHING CHARACTERISTICS:**

This dual classification position reports to the IT Project and Service Desk Supervisor.

#### **Information Technology Specialist I:**

This is the entry level class in the Information Technology Specialist series that allows the incumbent to develop journey level knowledge and abilities. Incumbents may advance to the Information Technology Specialist II level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class. Advancement from Information Technology Specialist I to Information Technology Specialist II is not automatic. Based on assigned duties, organizational structure, demonstrated level of proficiency/work performance, and budgetary authorization. A position may remain at the Information Technology Specialist I level indefinitely.

#### **Information Technology Specialist II:**

The Information Technology Specialist II is the journey level class responsible for the installation, configuration, and repair of the Agency's personal computer systems, hardware, and peripheral equipment; and independent management of projects involving systems of greater size, complexity, and variety.

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

#### **Information Technology Specialist I:**

##### **Provide User Support**

- Provide direct, first-level support to users across the Agency and provide support to help desk/service requests.

- Helping set up hardware or software, diagnosing connectivity or data access problems, answering questions about hardware or software, and helping users access shared drives and devices.
- Handle customer support requests in a timely and accurate manner.
- Escalate complex support requests to relevant IT staff for resolutions.
- Understand support problems, analyze problem data and determine appropriate solutions.
- Set up audio/visual equipment, webinars, videoconferences, etc.

### Troubleshoot Systems and Hardware

- Support the IT department and the Agency by troubleshooting systems and hardware, particularly after server migration or an organization-wide update.
- Identifies issues with new hardware or software and works with users or on the back end of servers to quickly resolve those issues and prevent delays.
- Prepare reports on hardware and software issues.
- Maintain problem documentation and their resolution procedures for reference procedures.
- Report system downtime and performance issues to supervisor.
- Install, configure and maintain software and hardware systems.
- Assist in development and enhancement of IT systems.
- Analyze system issues and provide resolutions.
- Assist in maintaining Agency's asset inventory database and other databases and reports.

### Maintaining Information Security

- Maintain information security throughout the Agency.
- Set up antivirus programs at work stations, implement policies for email security, and perform periodic data audits and backups to prevent information loss and unauthorized access.
- Maintain confidentiality and security of company documents and clients.
- Recommend process improvements to ensure system reliability, scalability, security, integrity and performance.
- Ensure users and the department are following standard operating procedures.

- Assess potential risks and technical challenges and recommend appropriate mitigation plans.
- Ensure that all access and distribution to protected health information is in compliance with federal, state, and agency regulations, including the Health Insurance Portability and Accountability Act (HIPAA) and The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”).

**Information Technology Specialist II:** In addition to the above:

**Provide User Support**

- Provide direct, second-level support to users across the Agency and provide second-level support to help desk/service requests.
- Helping set up hardware or software, diagnosing connectivity or data access problems, answering questions about hardware or software, and helping users access shared drives and devices.
- Resolve moderately complex hardware, software and network connectivity problems, including problems not covered by established procedures.
- Escalate complex support requests to relevant IT staff for resolutions.
- Understand support problems, analyze problem data and determine appropriate solutions.
- Set up audio/visual equipment, webinars, videoconferences, etc.

**Troubleshoot Systems and Hardware**

- Support the IT department and the Agency by troubleshooting systems and hardware, particularly after server migration or an organization-wide update.
- Identifies issues with new hardware or software and works with users or on the back end of servers to quickly resolve those issues and prevent delays.
- Prepare reports on hardware and software issues.
- Maintain problem documentations and their resolution procedures for reference procedures.
- Report system downtime and performance issues to supervisor.
- Install, configure and maintain software and hardware systems.
- Assist in development and enhancement of IT systems.
- Analyze system issues and provide resolutions.

- Assist in maintaining Agency's asset inventory database and other databases and reports.

#### Maintaining Information Security

- Maintain information security throughout the organization.
- Set up antivirus programs at work stations, implement policies for email security, and perform periodic data audits and backups to prevent information loss and unauthorized access.
- Maintain confidentiality and security of company documents and clients.
- Recommend process improvements to ensure system reliability, scalability, security, integrity and performance.
- Ensure users and the department are following standard operating procedures.
- Assess potential risks and technical challenges and recommend appropriate mitigation plans.
- Ensure that all access and distribution to protected health information is in compliance with federal, state, and agency regulations, including the Health Insurance Portability and Accountability Act (HIPAA) and The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act").

#### Providing Training, Evaluate Services, and Create Processes and Documentation:

- Provide training to IT Specialist I to ensure the highest level of service to the Agency.
- Assess the quality of service provided, and provide recommendations to address broader service issues.
- Ensure proper documentation is created to ensure standard operating procedures.
- Conduct formal and informal IT-related trainings to new hires, users and technical teams as needed.
- Identify trends in the reported problem calls and recommend improvements.
- Document recurring and non-recurring IT processes and tasks.

#### **QUALIFICATIONS:**

Incumbents will possess the most desirable combination of education, training, skills, and experience, as demonstrated in their past and current employment history. A typical example includes:

## **Education, Training, and Experience:**

### Information Technology Specialist I:

Associate's or Bachelor's degree in Computer Science, Information Technology, System Administration, or a closely related field, or High School Diploma or GED and 1+ years equivalent work experience required, or any equivalent combination of education and experience. A minimum of one year of demonstrated experience with computer desktop support in an enterprise level organization working in the support of a Windows computing environment preferred.

### Information Technology Specialist II:

Associate's or Bachelor's degree in Computer Science, Information Technology, System Administration, or a closely related field, or High School Diploma or GED and 3+ years equivalent work experience required, or any equivalent combination of education and experience. A minimum of three years of demonstrated experience with computer desktop support in an enterprise level organization working in the support of a Windows computing environment preferred.

### **Knowledge of:**

- Microsoft Office Core: MS Word, MS PowerPoint and MS Outlook and Internet browsers (Internet Explorer, Chrome) and proficiency in these programs.
- Basic understanding of computers, printers, projectors, smart boards, scanners, and audio visual equipment.
- Microsoft operating system (Windows 10).

### **Skill to:**

- Have strong customer service orientation.
- Analyze and problem-solve.
- Strong incident and problem management skills including identification and escalation of system issues.

### **Ability to:**

- Ability to write narrative reports, peer correspondence, and procedure. Ability to present information effectively, both verbal and written, and respond professionally to questions.
- Ability to work independently as well as collaboratively; highly self-motivated and directed.
- Ability to effectively prioritize and execute tasks in a high-pressure environment.
- Ability to motivate and direct staff members and co-workers.
- Abide by Welfare and Institutions Code 5328 on confidentiality.

**Special Requirements:**

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

**PHYSICAL STANDARDS:**

The position requires prolonged sitting, reaching, twisting, turning, bending, stooping, lifting, and carrying paper and documents weighing up to 50 pounds in the performance of daily activities; body mobility to move from one work area to another, and operate a vehicle; grasping, repetitive hand movement and fine coordination in preparing reports, data entry, and using a computer keyboard; vision sufficient for observing work performed, reading correspondence and reports, statistical data, computer screen and other standard text; and communicating with others on the phone, in person, and in meetings.

DRAFT





## **INFORMATION TECHNOLOGY SPECIALIST I, II, III, and SENIOR II**

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

**FLSA STATUS:** Non-Exempt

### **DEFINITION:**

Under general supervision, ~~to perform a wide range of work assignments in~~ Information Technology (IT) Specialists provide support of Agency-wide information technology systems; maintain, troubleshoot, for the IT department and repair end users. They ensure that computer systems, hardware, and computer peripherals, software, as well as networks and servers, work consistently and correctly. IT Specialists may install programs, configure networks and databases, and provide assistance to end users. Perform other duties as assigned.

This role requires familiarity with IT processes and procedures, effective communication, departmental enhancement, and user support. IT Specialists balance enterprise-wide support and enhancement with direct assistance for IT departments and users.

### **DISTINGUISHING CHARACTERISTICS:**

This ~~multiple-dual classification~~ position ~~class~~ reports to the ~~Information Technology Manager/HIPAA Security Officer.~~ IT Project and Service Desk Supervisor.

#### **Information Technology Specialist I:**

This is the entry level class in the Information Technology Specialist ~~class~~ series that allows the incumbent to develop journey level knowledge and abilities. ~~Initially, under immediate supervision, incumbents perform the installation, configuration, inventory, repair and tracking of repairs of the Agency's personal computer systems, hardware, and peripheral equipment.~~ Incumbents may advance to the Information Technology Specialist II level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class. Advancement from Information Technology Specialist I to Information Technology Specialist II is not automatic. Based on assigned duties, organizational structure, demonstrated level of proficiency/work performance, and budgetary authorization. A position may remain at the Information Technology Specialist I level indefinitely.

#### **Information Technology Specialist II:**

The Information Technology Specialist II is the journey level class responsible for the installation, configuration, and repair of the Agency's personal computer systems, hardware, and peripheral equipment; and independent management of projects involving systems of greater size, complexity, and variety. ~~Advancement from Information Technology Specialist II to Information Technology Specialist III is not automatic. Based on group staffing needs, duties, organizational structure, demonstrated level of proficiency/work performance, and budgetary authorization. A position may remain at the Information Technology Specialist II level indefinitely.~~

**Information Technology Specialist III:**

~~The Information Technology Specialist III is a senior level class that mentors and trains IT Specialist I, responsible for backing up the IT Manager on IT projects, delivering help desk metrics, maintaining accurate inventory and delivering inventory data twice per year. All other IT Specialist II duties would also apply.~~

~~Advancement from Information Technology Specialist III to Information Technology Specialist Senior is not automatic. Based on group staffing needs, duties, organizational structure, demonstrated level of proficiency/work performance, leadership sense, ability and potential, and budgetary authorization. A position may remain at the Information Technology Specialist III level indefinitely.~~

**Information Technology Specialist Senior:**

~~This is a senior level class responsible for backing up the IT Manager on daily operations, fulfilling any executive requests, mentors and trains members of the IT team as needed. The IT Specialist Senior would be the responsible onsite person when the IT Manager is offsite. All other IT Specialist III duties would also apply.~~

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

**Information Technology Specialist I:**

Provide User Support

- Provide direct, first-level support to users across the Agency and provide support to help desk/service requests.
- Helping set up hardware or software, diagnosing connectivity or data access problems, answering questions about hardware or software, and helping users access shared drives and devices.
- Handle customer support requests in a timely and accurate manner.
- Escalate complex support requests to relevant IT staff for resolutions.
- Understand support problems, analyze problem data and determine appropriate solutions.
- Set up audio/visual equipment, webinars, videoconferences, etc.

Troubleshoot, diagnose, Systems and Hardware

- Support the IT department and the Agency by troubleshooting systems and hardware, particularly after server migration or an organization-wide update.
- Identifies issues with new hardware or software and works with users or on the back end of servers to quickly resolve problems with software, personal computers, printers and peripheralsthose issues and prevent delays.
- Prepare reports on hardware and software issues.

- ~~Maintain~~ Track service calls and report on a weekly basis the status of service calls.
- ~~Deliver a weekly status report of activities to the IT Manager.~~
- ~~problem documentation and their resolution procedures for reference procedures.~~
- ~~Report system downtime and performance issues to supervisor.~~
- ~~Install, configure, test, and maintain, and update computer hardware, software, and network equipment~~ hardware systems.

#### Repair

~~Assist in development and maintain peripherals.~~ enhancement of

- ~~Install~~ workstations.
- ~~Move staff IT equipment as needed~~ systems.
- ~~Analyze~~ Assist end users with software/hardware questions and tasks.
- ~~Assist end users with account/logging-on~~ system issues.
- ~~Drive to other company sites and provide backup support to other technicians as needed.~~ resolutions.

~~Attend and participate in regularly scheduled IT meetings.~~

- ~~Maintain~~ inventory and supply of all Agency's cell phones and other telecommunications equipment.
- Assist in maintaining Agency's asset inventory database and other databases and reports.
- ~~Create and maintain reports as requested.~~

~~Support the technology and a/v for any off-schedule organization meetings, as needed.~~

#### Maintaining Information Security

- ~~Set up audio/visual equipment, projectors, sound systems, etc.~~
- ~~Maintain a list of equipment due for recycling or removal~~ information security throughout the Agency.
- ~~Maintain service calls within an accepted Service Level Agreement.~~
- ~~Update and maintain current service call requests in the IT service call tracking system.~~ Photograph agency events as needed with a digital still camera or digital video camera.
- ~~Set up antivirus programs at work stations, implement policies for email security, and perform periodic data audits and backups to prevent information loss and unauthorized access.~~
- ~~Maintain confidentiality and security of company documents and clients.~~
- ~~Recommend process improvements to ensure system reliability, scalability, security, integrity and performance.~~
- ~~Ensure users and the department are following standard operating procedures.~~

- Assess potential risks and technical challenges and recommend appropriate mitigation plans.
- Ensure that all access and distribution to protected health information is in compliance with federal, state, and agency regulations, including the Health Insurance Portability and Accountability Act (HIPAA) and The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”).

**Information Technology Specialist II:** In addition to the above:

Act as a

Provide User Support

- Provide direct, second-level technical resources support to end-users across the Agency and other information technology staff provide second-level support to help desk/service requests.
- Helping set up hardware or software, diagnosing connectivity or data access problems, answering questions about hardware or software, and troubleshoot, diagnose helping users access shared drives and resolve devices.
- Resolve moderately complex hardware, software and network connectivity problems, including problems not covered by established procedures.

~~Lead small hardware and software installation and upgrade projects and participate in large and/or complex projects with general direction.~~

- Escalate complex support requests to relevant IT staff for resolutions.

Understand support problems, analyze problem data and determine

- Assist in defining and recommending appropriate solutions.
- Set up audio/visual equipment, webinars, videoconferences, etc.

Troubleshoot Systems and Hardware

- Support the IT department and the Agency by troubleshooting systems and hardware, particularly after server migration or an organization-wide update.
- Identifies issues with new hardware or software and works with users or on the back end of servers to quickly resolve those issues and prevent delays.
- Prepare reports on hardware and software issues.
- Maintain configurations and standards to meet Agency’s needs, problem documentations and develop specifications to purchase new hardware, software, and other peripheral devices based upon established departmental standards. their resolution procedures for reference procedures.
- Report system downtime and performance issues to supervisor.

- ~~Install~~ Update, configure and maintain the Agency internet software and intranet websites.
- ~~Participate in the identification and evaluation of hardware and software requirements systems.~~
- ~~Assist in development and enhancement of IT systems.~~
- Analyze system issues and provide resolutions.
- Assist in maintaining Agency's asset inventory database and other databases and reports.

#### Maintaining Information Security

- Maintain information security throughout the organization.
- Set up antivirus programs at work stations, implement policies for email security, and perform periodic data audits and backups to prevent information loss and unauthorized access.
- Maintain confidentiality and security of company documents and clients.
- Recommend process improvements to ensure system reliability, scalability, security, integrity and performance.
- Ensure users and the department are following standard operating procedures.
- Assess potential risks and technical challenges and recommend appropriate mitigation plans.
- Ensure that all access and distribution to protected health information is in compliance with federal, state, and agency regulations, including the Health Insurance Portability and Accountability Act (HIPAA) and The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act").

#### Providing Training, Evaluate Services, and Create Processes and Documentation:

- Provide training to IT Specialist I to ensure the highest level of service to the Agency.
- Assess the quality of service provided, and provide recommendations to address broader service issues.
- Ensure proper documentation is created to ensure standard operating procedures.
- Conduct formal and informal IT-related trainings to new hires, users and technical teams as needed.
- Identify trends in the reported problem calls and recommend improvements.

~~Assist end users with software/hardware questions and tasks; train Agency staff in end user computer hardware and other network hardware components; and answer technical questions to enhance user development.~~

- ~~Prepare~~ routine user or support staff instructions and procedures and may conduct formal and informal end user and support staff technical training.
- ~~Update and maintain network servers and virtual server environments. Includes regular maintenance, upgrades and patches.~~
- ~~Develop software and applications as needed for Agency use.~~
- ~~Update company Adobe based forms.~~
- ~~Stay updated with technology industry topics and trends.~~
- ~~Coordinate special projects with the designated Agency IT Consultant for specific department software and reporting requests.~~
- ~~Participate and stay updated on all Welligent or current EHR/EMR support requests and upgrades working collaboratively with the Quality Assurance Department.~~
- ~~Knowledge of and maintain mobile devices and management software.~~
- Document recurring and non-recurring IT processes for recurring and tasks.
- ~~Document IT infrastructure, hardware lists, network information.~~

**Information Technology Specialist III:** In addition to the above:

- ~~Maintain~~ and accurate hardware inventory. Delivery to IT Manager an accurate hardware inventory list twice per year.
  - ~~Keep up to date with Security standards and email and security awareness topics.~~
  - ~~Keep up to date with EHR updates and vendor representatives.~~
  - ~~Application programming as needed, Excel, Access, HTML, etc.~~
  - ~~Occasional travel as needed to conferences.~~
  - ~~Assist IT Manager in defining hardware and software standards.~~
  - ~~Assist IT Manager with hardware and software purchases.~~
- ~~Assist IT Manager with any yearly hardware or software budgeting.~~
- ~~Maintain~~ vendor and contract information as needed:
- ~~Maintain~~ an update network topology map of Tri-City Network Services and hardware.
  - ~~Keep updated with Cyber Security topics and techniques. Be aware of any new threats, viruses, or malware.~~
  - ~~Security camera system installation and maintenance.~~
  - ~~Coordinate with security systems vendor and Facilities Manager on all security hardware systems installation (ie. alarm panels and equipment).~~

**Information Technology Specialist Senior:** In addition to the above:

- ~~Act as a backup and oversee daily operations for the IT Manager when they are offsite or not available. Supply daily reports to the IT Manager.~~
- ~~Oversee Helpdesk tickets and supply helpdesk metrics to IT Manager on a quarterly basis. In addition encourage other IT staff to make sure that all service call tickets are up-to-date and accurate. Lead IT projects as necessary for staff hardware moves, hardware/software installs, etc.~~
- ~~Have Executive and Human Resources trust to maintain, handle, and modify applications or report creation or modification for sensitive staff data in Human Resources applications.~~
- ~~As requested by Executive or Human Resources, run computer, internet, and email usage and audit reports.~~

## QUALIFICATIONS:

~~Any combination of education, training, and experience that provides the required knowledge, skills, and abilities to perform the essential duties of the position is qualifying. Incumbents will possess the most desirable combination of education, training, skills, and experience, as demonstrated in their past and current employment history. A typical example includes:~~

### **Education, Training, and Experience:**

#### Information Technology Specialist I:

~~Associate's or Bachelor's degree in Computer Science, Information Technology, System Administration, or a closely related field, or High School diplomaDiploma or GED is and 1+ years equivalent work experience required; Associate's degree, or any equivalent combination of education and experience. A minimum of one year of demonstrated experience with major course work in computer science and network applications or one year experience in network applications and technicaldesktop support or equivalency, in an enterprise level organization working in the support of a Windows computing environment preferred.~~

#### Information Technology Specialist II:

~~Associate's or Bachelor's degree in Computer Science, Information Technology, System Administration, or a closely related field, or High School diplomaDiploma or GED is and 3+ years equivalent work experience required; Bachelor's degree, or any equivalent combination of education and experience. A minimum of three years of demonstrated experience with major course work in computer science and network applications (desirable) and at least 2 years' total experience in network applications and technical support which included some experience in coordinating, overseeing, or leading projectsdesktop support in an enterprise level organization working in the support of a Windows computing environment preferred.~~

~~Information Technology Specialist III: High School diploma or GED is required; Bachelor's or higher degree with major course work in computer science, network applications, IT Security (desirable) and four years' experience in network applications and technical support which includes experience in coordinating, overseeing projects. Industry standard IT certification (desirable). Examples: Microsoft, CompTIA, Cisco, PMP, CAPMP.~~



~~Information Technology Specialist Senior: Bachelor's degree with major course work in Business Administration, Management Information Services, Computer Science, network applications, or IT Security and six years' experience in network applications and technical support which includes experience in coordinating, overseeing projects. One year of which may include supervisory or lead experience. Crystal Report knowledge and Industry standard IT certification (desirable). Examples: Microsoft, CompTIA, Cisco, PMP, CAPMP.~~

**Licensure/Registration/Certification:**

~~IT Specialist III and Senior levels—IT industry standard certification preferred. Examples: Microsoft, CompTIA, Cisco, PMP, CAPMP~~

**Knowledge of:**

- ~~• Network applications, multi-user environments, hardware repair and maintenance.~~
- ~~• Network topology maps.~~

**Personal**

- ~~• Microsoft Office Core: MS Word, MS PowerPoint and MS Outlook and Internet browsers (Internet Explorer, Chrome) and proficiency in these programs.~~
- ~~• Basic understanding of computers, word processing, and spreadsheet software.~~
- ~~• Computer peripherals like printers, network printers, projectors, smart boards, scanners, multi-function printers, etc.~~
- ~~• Modern techniques and methods of computer hardware and software evaluation, implementation, and required documentation.~~
- ~~• Current trends, and audio visual equipment, and languages used in the industry.~~
- ~~• Research techniques, methods, and procedures.~~
- ~~• Principles and practices of technical support and customer service.~~
- ~~• Federal, State, and Agency regulations including HIPAA and HITECH Act.~~
- ~~• Methods and techniques for record keeping and report preparation and writing.~~
- ~~• Programming techniques.~~
- ~~• Adobe form modification~~
- ~~• Websites, web interfaces, webpage programming.~~
- ~~• IT Security topics, network security and threat awareness, anti-virus software.~~
- ~~• Mobile devices, cell phones, tablets.~~
- ~~• Microsoft operating system (Windows 10).~~

**Skill to:**

- ~~• Have Operate a computer and a variety of word processing, spreadsheet, and software applications.~~
- ~~• Use back-up and recovery utilities.~~
- ~~• Type with accuracy and at a speed necessary for successful job performance.~~
- ~~• Operate tools needed for the repair of various information systems hardware.~~
- ~~• strong customer service orientation.~~
- ~~• Analyze and problem-solve.~~
- ~~• Strong incident and problem management skills including identification and escalation of system issues.~~

**Ability to:**

Operate, install, maintain



- ~~Ability to write narrative reports, peer correspondence, and configure a variety of personal computer hardware and software.~~

~~Develop solutions for network connectivity, including Internet access.~~ Ability to present

- ~~Troubleshoot~~ computing problems.
- ~~Troubleshoot and set up mobile devices~~
- ~~Logically solve problems relating to equipment configuration and overall system design.~~
- ~~Learn and apply new information technologies.~~
- ~~Communicate clearly and concisely, both verbally and in writing.~~
- ~~Organize and prioritize work assignments and meet deadlines.~~
- ~~Make sound decisions within established guidelines.~~
- ~~Exercise good judgment and work efficiently, effectively, and independently in the absence of the supervisor.~~ both verbal and written, and respond professionally to questions.
- ~~Use digital photography equipment.~~ Ability to work independently as well as collaboratively; highly self-motivated and directed.
- Ability to effectively prioritize and execute tasks in a high-pressure environment.
- Ability to motivate and direct staff members and co-workers.

- ~~Analyze a complex issue, and develop and implement an appropriate response.~~
- Abide by Welfare and Institutions Code 5328 on confidentiality.
- ~~Update and modify as necessary the IT service call tracking system.~~

~~Operate, or learn to operate, the Windows Server and network software.~~

- ~~Understand~~ and follow verbal and written directions.
- ~~Establish and maintain effective working relationships.~~
- ~~Maintain a high level of integrity when working around sensitive data. Protect and secure the data and information that you would have access to.~~

### **Special Requirements:**

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

### **PHYSICAL STANDARDS:**

The position requires prolonged sitting, reaching, twisting, turning, bending, stooping, lifting, and carrying paper and documents weighing up to 50 pounds in the performance of daily activities; body mobility to move from one work area to another, and operate a vehicle; grasping, repetitive hand movement and fine coordination in preparing reports, data entry, and using a computer keyboard; vision sufficient for observing work performed, reading correspondence and reports, statistical data, computer screen and other standard text; and communicating with others on the phone, in person, and in meetings.





## **INFORMATION TECHNOLOGY SYSTEMS ADMINISTRATOR AND SECURITY OFFICER**

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

**FLSA STATUS:** Exempt

### **DEFINITION:**

Under administrative direction, the Information Technology Systems Administrator and Security Officer is responsible for the design, organization, maintenance, configuration, and reliable operation of the Agency's Information Technology (IT) infrastructure, including computer systems and servers. The incumbent will install hardware and software, and participate in research and development to continuously improve and keep up with the IT business needs of the Agency. The System Administrator and Security Officer also actively resolve problems and issues with computer and server systems to limit work disruptions within the Agency.

As the HIPAA Security Officer, the incumbent is also responsible for the continuous management of information security policies, procedures, and technical systems in order to maintain the confidentiality, integrity, and availability of all organizational information systems and will perform other duties as required.

### **DISTINGUISHING CHARACTERISTICS:**

This single-position class reports to the Chief Information Officer or Information Technology Director and is within the professional management classification series.

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

#### *Systems Design and Maintenance:*

- Responsible for the maintenance, configuration, and reliable operation of all computer systems, network servers, virtualization, and cloud-based platforms.
- Install and upgrade computer components and software, manage virtual servers, and integrate automation processes.
- Troubleshoot hardware and software errors by running diagnostics, documenting problems and resolutions, prioritizing problems, and assessing impact of issues; replacing and upgrading defective or outdated components when necessary.
- Researching, recommending, and implementing new approaches to improve the networked computer system with the guidance of the Chief Information Officer.

- Develop specifications to purchase new hardware, software, and other peripheral devices in conjunction with department leadership.
- Coordinate with the IT Service Desk and Project Supervisor regarding projects and implementations that require other IT staff assistance or may have an impact on regular service desk functions.
- Research and/or develop software and applications as needed for Agency use.
- Provide Agency website maintenance and design support.

Data Security, Storage, Back-ups:

- Designing a network infrastructure that allows for mobility, while ensuring high-level security (access controls, firewalls, VPN, encryption) and efficiency resulting in 100% output.
- Perform or delegate regular backup operations and implement appropriate processes for data protection, disaster recovery, and failover procedures.
- Responsible for capacity, storage planning, and database performance.
- Coordinate with security systems vendor and Facilities Manager regarding physical security systems.

Service Desk Support:

- Act as a senior level engineer resource to all service desk support requests.
- Assist with cross-departmental IT projects on an as needed basis, as coordinated with the IT Service Desk and Project Supervisor.
- Monitor desktop and service desk support efforts, making sure service desk has all necessary resources to resolve desktop application, workstation, and related equipment problems in a timely manner with limited disruptions.
- Provide guidance to IT staff regarding implementations of new or upgrades of IT infrastructure; develop expertise to train staff on new technologies.

Documentation and Policies:

- Create and provide documentation and technical specifications to IT staff for planning and implementing new or upgrades of IT infrastructure.
- Documenting any processes which employees need to follow in order to successfully work within our computing system.
- Maintain an IT infrastructure and network information topology map; maintain Agency asset database.

### Security Auditing and Legislative Education and Updates:

- In charge of monitoring internal audits that assess the status of a practice's HIPAA compliance. Audits should be done regularly and be carried out quickly and easily with a compliance tracking solution.
- Ensure compliance with security practices and consistent application of sanctions for failure to comply with security policies for all individuals in the practice's workforce and for all business associates (BAs).
- Maintain a current, up-to-date, knowledge of federal and state privacy laws and accreditation standards.
- Cooperate with the Office of Civil Rights (OCR) and other legal entities and organization officers in any compliance reviews, audits, or investigations.
- Must maintain a working knowledge of legislative and regulatory initiatives for implementation.

### Security Policies and Training:

- Develop appropriate policies, standards, guidelines, and procedures for information security systems.
- Work with CIO and Executive Team to assemble an Incident Response Team, with specifically designated roles and responsibilities for each member. The team should investigate the breach, including why or how it occurred, and then take actions to correct it.
- Design an effective employee training program focused on keeping employees informed of security risks and threats to PHI and ePHI.
- Monitor, direct, and deliver initial security training and orientation to all employees, volunteers, medical and professional staff, contractors, alliances, business associates, and other appropriate third parties.
- Coordinate with the CIO, Best Practices, and Operations to establish a mechanism to track access to PHI within the practice, as required by state and federal regulation, and to allow qualified individuals to review or receive a report on access activity.
- Stay up to date with cybersecurity threats, trends, and technology.
- Ensure that all access and distribution to protected health information is in compliance with federal, state, and agency regulations, including the Health Insurance Portability and Accountability Act (HIPAA) and The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act").

## **QUALIFICATIONS:**

The incumbent will possess the most desirable combination of education, training, skills, and experience, as demonstrated in his/her past and current employment history. A typical example includes:

### **Education, Training, and Experience:**

Bachelor's degree in Computer Science, Information Technology, System Administration, or a closely related field, or 10+ years equivalent work experience required. Must also have 3-5 years of database, network administration, or system administration experience. Experience working with management and C-level executives is preferred.

### **Licensure/Registration/Certification:**

Possession of a System administration and IT certifications in Microsoft or other network related fields are desirable.

### **Knowledge of:**

- Working knowledge of virtualization, VMWare, or equivalent.
- Strong knowledge of systems and networking software, hardware, and networking protocols.
- Experience with scripting and automation tools.
- Experience implementing and effectively developing helpdesk and IT operations best practices, including expert knowledge of security, storage, data protection, and disaster recovery protocols.

### **Skill to:**

- A proven track record of developing and implementing IT strategy and plans.
- Strong relationship management and performance management skills.
- Strong customer service orientation.
- Analytical and problem-solving abilities.
- Outstanding written, oral, and interpersonal skills, with a focus on listening and questioning skills.

### **Ability to:**

- Ability to motivate and direct staff members and subordinates.
- Ability to work independently as well as collaboratively; highly self-motivated and directed.
- Ability to effectively prioritize and execute tasks in a high-pressure environment.
- Ability to clearly articulate ideas in business-friendly and user-friendly language.
- Abide by Welfare and Institutions Code 5328 on confidentiality.
- Understand and follow verbal and written directions.
- Establish and maintain effective working relationships.

**Special Requirements:**

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

**PHYSICAL STANDARDS:**

The position requires prolonged sitting, reaching, twisting, turning, bending, stooping, lifting, and carrying paper and documents weighing up to 50 pounds in the performance of daily activities; body mobility to move from one work area to another, and operate a vehicle; grasping, repetitive hand movement and fine coordination in preparing reports, data entry, and using a computer keyboard; vision sufficient for observing work performed, reading correspondence and reports, statistical data, computer screen and other standard text; and communicating with others on the phone, in person, and in meetings.



## **INFORMATION TECHNOLOGY MANAGER / HIPAA SYSTEMS ADMINISTRATOR AND SECURITY OFFICER**

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

**FLSA STATUS:** Exempt

### **DEFINITION:**

Under administrative direction, ~~to perform highly~~ the System Administrator and Security Officer is responsible ~~and confidential~~ Management Information Systems (MIS) management; ~~review, develop, implement~~ for the design, organization, maintenance, configuration, and ~~monitor~~ reliable operation of the Agency's IT infrastructure, including computer operations, data processing systems, ~~IT and HIPAA security policies~~ servers. The incumbent will install hardware and procedures, HIPAA Security Training, annual software, and on-going HIPAA Risk Assessment and systems audits and systems security. Investigates and participate in research and development to continuously improve and keep up with the IT business needs of the Agency. The System Administrator and Security Officer also actively resolve problems and issues with computer and server systems to limit work disruptions within the Agency.

~~As secure solutions that implement~~ the HIPAA Security Officer, the incumbent is also responsible for the continuous management of information security policy and standards. Implements and monitors the requirements levied by Federal policies, procedures, and State Rules technical systems in order to maintain the confidentiality, integrity, and Regulations. Monitors Information Security Program Compliance availability of all organizational information systems and effectiveness. ~~Perform will perform~~ other duties as required.

### **DISTINGUISHING CHARACTERISTICS:**

This single-position class reports to the Chief ~~Operations~~ Information Officer/HIPAA Privacy Officer and is in the management level class in the professional personnel series. The ~~or~~ Information Technology Director and is within the professional management classification series.

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

~~Manager/HIPAA Security Officer is responsible to, manage,~~ Systems Design and Maintenance:

- Responsible for administer the analysis, planning, coordinating, implementing, and maintenance, configuration, and reliable operation of automated information all computer systems that are specific to, network servers, virtualization, and support the data requirements of Tri-City Mental Health Services cloud-based platforms.



- Install and executive management. The incumbent must possess strong technical knowledge of information systems, Tri-City Mental Health Services security upgrade computer components and software, manage virtual servers, and integrate automation processes.
- Troubleshoot privacy practices and technologies, the use of established security control hardware and methods, software errors by running diagnostics, documenting problems and resolutions, prioritizing problems, and assessing impact of issues; replacing and upgrading defective or outdated components when necessary.
- Researching, recommending, and implementing new approaches to improve the networked computer system with the guidance of the Chief Information Officer.
- Develop specifications to purchase new hardware, software, and other peripheral devices in conjunction with department leadership.
- Coordinate relevant information technology with the IT Service Desk and Project Supervisor regarding projects and implementations that require other IT staff assistance or may have an impact on regular service desk functions.
- Research and/or develop software and applications as needed for Agency use.
- Provide Agency website maintenance and design support.

Data Security, Storage, Back-ups:

- Designing a network infrastructure that allows for mobility, while ensuring high-level security (access controls, firewalls, VPN, encryption) and efficiency resulting in 100% output.
- Perform or delegate regular backup operations and implement appropriate processes for data protection, disaster recovery, and failover procedures.
- Responsible for capacity, storage planning, and database performance.
- Coordinate with security systems vendor and Facilities Manager regarding physical security systems.

Service Desk Support:

- Act as a senior level engineer resource to all service desk support requests.
- Assist with cross-departmental IT projects on an as needed basis, as coordinated with the IT Service Desk and Project Supervisor.
- Monitor desktop and service desk support efforts, making sure service desk has all necessary resources to resolve desktop application, workstation, and related equipment problems in a timely manner with limited disruptions.
- Provide guidance to IT staff regarding implementations of new or upgrades of IT infrastructure; develop expertise to train staff on new technologies.

**Information Technology Manager / HIPAA Systems Administrator and Security Officer**

Revised 04/17/2019 07/15/2020

Page 2 of 9

Documentation and Policies:

- Create and provide documentation and technical specifications to IT staff for planning and implementing new or upgrades of IT infrastructure.
- Documenting any processes which employees need to follow in order to successfully work within our computing system.
- Maintain an IT infrastructure and network information topology map; maintain Agency asset database.

Security Auditing and Legislative Education and Updates:

- In charge of monitoring internal audits that assess the status of a practice's HIPAA compliance. Audits should be done regularly and be carried out quickly and easily with a compliance tracking solution.
- Ensure compliance with security practices and consistent application of sanctions for failure to comply with security policies for all individuals in the practice's workforce and for all business associates (BAs).
- Maintain and a current, up-to-date, knowledge of federal and state privacy laws and accreditation standards.
- Cooperate with the Office of Civil Rights (OCR) and other legal entities and organization officers in any compliance reviews, audits, or investigations.
- Must maintain a working knowledge of legislative and regulatory initiatives for implementation.

Security Policies and Training:

- Develop appropriate policies, standards, guidelines, and procedures for information security systems.
- Work with CIO and Executive Team to assemble an Incident Response Team, with specifically designated roles and responsibilities for each member. The team should investigate the breach, including why or how it occurred, and then take actions to correct it.
- Design an effective employee training program focused on keeping employees informed of security risks and threats to PHI and ePHI.
- Monitor, direct, and deliver initial security training and orientation to all employees, volunteers, medical and professional staff, contractors, alliances, business associates, and other appropriate third parties.
- Coordinate with the CIO, Best Practices, and Operations to establish a mechanism to track access to PHI within the practice, as required by state and federal regulation, and to allow qualified individuals to review or receive a report on access activity.

**Information Technology Manager / HIPAA Systems Administrator and Security Officer**

**Revised 04/17/2019 07/15/2020**

**Page 3 of 9**

- Stay up to date with cybersecurity threats, trends, and technology.
- Ensure that all access and distribution to protected health information is in compliance with federal, state, and agency regulations, including the Health Insurance Portability and Accountability Act (HIPAA) and The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act").

Formatted: List Paragraph, Don't add space between paragraphs of the same style, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

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

- ~~• Plan and manage, and supervise all aspects of the Agency's information technology section, including network hardware and software to ensure the effective operation of the system and to make modifications to the system to meet the changing demands placed upon it over time.~~
- ~~• Participate in establishing standards for the Agency's hardware and software; ensure compliance with set standards; oversee the repair and restoration of operation of the networks; troubleshoot hardware and software issues daily; and plan and supervise network component upgrades and installation.~~
- ~~• Works collaboratively and effectively with the Agency HIPAA Privacy Officer and Chief Compliance Officer to achieve information security goals and set Agency security policy.~~
- ~~• In coordination with the Chief Operations Officer, develop and implement Agency information technology security applications, policies, standards, and procedures, pursuant to Agency guidelines, to prevent the unauthorized use, release, modification, loss or destruction of data, and to ensure the integrity and security of the Agency's information technology infrastructure.~~
  - ~~• Review, evaluate, and recommend software products, such as virus scanning and repair, encryption, firewalls, internet filtering and monitoring, intrusion detection, domain account update monitoring, etc., related to information technology systems security.~~
- ~~• Monitor the Agency's Local Area Network (LAN) and Wide Area Network (WAN); work with the Network Operation System (NOS) and all network monitoring and management tools; configure networks for best performance; monitor the performance of the networks and fine tunes systems parameters to maximize operation of the network.~~
- ~~• Participate in strategic, operational, and organizational planning processes; assist in identifying operational and organizational problems and formulating and implementing solutions; develop new or improved concepts and procedures for the most effective use of data processing equipment and techniques; set specific goals and measure results.~~
  - ~~• Perform routine audits and periodic unannounced inspections of Agency information technology and Welligent (EHR) usage to ensure security measures are functioning and effectively utilized, and recommend appropriate remedial measures to eliminate or mitigate future failures on all identified system compromises. Prepare and provide audit~~

~~Information Technology Manager / HIPAA Systems Administrator and Security Officer~~

~~Revised 04/17/2019 07/15/2020~~

~~Page 4 of 9~~

~~reports to the Quality Assurance Department and Chief Operations Officer/HIPAA Privacy Officer.~~

~~Coordinate an annual HIPAA Security Risk Assessment, either internally or using the professional services of a Certified Compliance Consultant. This audit must include all 18 HIPAA Security Standards and 44 Implementation Specifications and the Breach Notification Rule of the HIPAA Security Rule. All risks relating to the administrative, physical and technical specifications for securing protected health information must be within the reasonable and appropriate levels and enforced by policy.~~

- ~~• Participate in the analysis of proposed legislation to determine the impact of such legislation on Agency data systems and to ensure all data systems meet legislative regulations.~~
- ~~• Establish and administer uniform programming practices; and assist Agency executive management in long-range planning for development and use of information systems services.~~
- ~~• Diagnose and troubleshoot the nature and effects of software systems failures and networking problems, and resolve problems with software, personal computers, printers and peripherals.~~
- ~~• Assist end users with software/hardware questions and tasks; train Agency staff in end user computer software usage and hardware and other network hardware components; and answer technical questions to enhance user development.~~
- ~~• Oversee that all Agency IT property and equipment is inventoried and kept updated with Inventory Reports provided to Accounting and the Chief Operations Officer/HIPAA Privacy Officer.~~
- ~~• Responsible for the installation and maintenance of the agency surveillance equipment at agency properties.~~
- ~~• Forecasts necessary funds for information systems repair, upgrades, replacements and special projects; administers and in coordination with the Chief Operations Officer prepares the IT budget; researches new equipment and software; monitors vendors and consultants; works with vendors and consultants to procure new equipment and software.~~

~~Participates in MHSA Results-Based Accountability (RBA) implementation process with the Chief Operations Officer/HIPAA Privacy Officer and Quality Assurance Department to create on-going data collection and performance measures to improve services and communications with staff relating to IT systems management.~~

- ~~• As directed by the Chief Operations Officer, participate in State ITWS, CBHDA, CIBHS, LADMH and Welligent (EHR Vendor) Meetings when critical IT information is being presented and distribute relevant information to the Chief Operations Officer/HIPAA Privacy Officer and Executive Management.~~
- ~~• Supervise the development and maintenance of the Agency's inter- and intranet websites.~~
- ~~• Participate in various department planning meetings with Department Managers and Directors to ensure that IT systems meet current and/or changing demands of the Agency.~~

- ~~Maintain the latest technology awareness skills and readiness by participating and attending technology conferences and industry meetings.~~
- ~~Maintain and manage consistent Agency data backups. Coordinate with offsite storage vendors.~~
- ~~Maintain and keep updates on service call tracking system.~~
- ~~Select, supervise, manage and evaluate all IT personnel; develop a training plan for each IT staff and provide or coordinate staff training; and maintain an IT staff that consistently is able to maintain service calls within an accepted Service Level Agreement.~~
- ~~Plan, maintain and make available an IT Disaster Recovery Plan that is compliant with all HIPAA and HITECH ACT security rule requirements.~~
- ~~Communicate to staff on a timely basis regarding updates, changes or any current IT related issues.~~
- ~~Manage Agency software licenses.~~
- ~~Establishes positive working relationships with representatives of the community, state, county, local agencies and associations, and the public.~~
- ~~Present the IT and Network Security Awareness presentation at New Employee Orientations and intern trainings.~~
- ~~Keep the Tri-City staff aware of any current Network Security topics or threats to our organization or clients' data on an on-going basis.~~
- ~~Establish and maintain a peer relationship with other IT Managers in the mental health field and attend regular user groups to stay current on technological needs and trends that could impact the agency. Provide information to the Chief Operations Officer and Executive Management.~~

**QUALIFICATIONS:**

~~Any combination of education, training, and experience that provides the required knowledge, skills, and abilities to perform the essential duties of the position is qualifying. The incumbent will possess the most desirable combination of education, training, skills, and experience, as demonstrated in his/her past and current employment history. A typical example includes:~~

**Education, Training, and Experience:**

~~Bachelor's degree with major course work in computer science, management information systems, public administration, business administration, or a related field, and five years of recent, progressively responsible experience in an administrative or staff capacity with responsibility for planning, organizing, and implementing information system programs and projects, including supervising staff supporting systems, applications programming, network administration, and/or managing an information technology security program, with at least one year in a supervisory or management position.~~

~~Information Technology Manager / HIPAA Systems Administrator and Security Officer~~

~~Revised 04/17/2019 07/15/2020~~

Bachelor's degree in Computer Science, Information Technology, System Administration, or a closely related field, or 10+ years equivalent work experience required. Must also have 3-5 years of database, network administration, or system administration experience. Experience working with management and C-level executives is preferred.

**Licensure/Registration/Certification:**

Possession of a Network Administrator Certificate by IBM, System administration and IT certifications in Microsoft, or equivalent relevant certification in other network related fields are desirable.

**Knowledge of:**

- Modern principles, practices, and techniques Working knowledge of computer languages, information virtualization, VMWare, or equivalent.
- Strong knowledge of systems development, computer and networking, security, repair, and maintenance.
- Information systems budgeting and forecasting.
- Network and PC software, hardware, and networking protocols.
- Experience with scripting and automation tools.
- Experience implementing and effectively developing helpdesk and peripheral equipment IT operations best practices, including expert knowledge of security, storage, data protection, and disaster recovery protocols.
- LAN, WAN, internet and website maintenance and programming.
- Network applications, multi-user environments, hardware repair and maintenance.
- Modern techniques and methods of computer hardware and software evaluation, implementation, and required documentation.
- Current technology in a changing environment.
- Basic accounting practices, research techniques, methods and procedures.
- Principles of computer systems and procedures analysis and design.
- Principles and techniques of systems development, program planning, and computer programming.
- Principles and practices of technical support and customer service.
- Federal, State, and Agency regulations including HIPAA and HITECH ACT.
- Electronic Health Records Systems and operation, usage, and modification of these systems.
- Methods and techniques for record keeping and report preparation and writing.
- Principles of supervision, training, and performance evaluation.
- Current security or network risks.
- Current HIPAA, HIPAA Security, and HITECH relevant topics.

**Skill to:**

- Operate a computer and a variety of word processing, spreadsheet, and software applications.
- Use back-up and recovery utilities.
- Establish objectives, activities, and timelines, and complete the work within those parameters.
- Maintain knowledge of emerging technology as well as understanding applicability of new technology to Agency operations. A proven track record of developing and implementing IT strategy and plans.

- Strong relationship management and performance management skills.
- Strong customer service orientation.
- Analytical and problem-solving abilities.
- Outstanding written, oral, and interpersonal skills, with a focus on listening and questioning skills.

- ~~Develop strategic plans for operation and growth.~~
- ~~Advocate for needed resources and use of services.~~
- ~~Understand and operate digital cameras and video cameras to record company events and staff photos.~~
- ~~Operate an office computer and a variety of work processing, spreadsheet, and software applications.~~
- ~~Operate tools needed for the repair of various information systems hardware and software.~~
- ~~Operate, diagnose and repair computer peripherals, printers, scanners and multifunction devices.~~

**Ability to:**

- Recognize problems, generate and evaluate alternative solutions, and devise effective courses of action.
- Ability to motivate and direct staff members and subordinates.

Ability to work

~~Ensure the effective operation of the Agency's information technology and information technology security programs/systems.~~

- Work independently, and work as well as collaboratively; highly self-motivated and directed.
- Ability to effectively as a team player, promoting collaboration and innovation; prioritize and execute tasks in a high-pressure environment.
- ~~Interpret, explain, and apply applicable laws, codes, and regulations.~~

~~Operate, install, maintain, and configure a variety of personal computer hardware and software.~~

~~Ability~~  
~~Develop solutions for network connectivity, including Internet access.~~

- ~~Troubleshoot computing problems.~~
- ~~Logically solve problems relating to equipment configuration and overall system design.~~
- ~~Learn and apply new information technologies.~~
- ~~Communicate clearly and concisely, both verbally and articulate ideas in writing.~~
- ~~Organize and prioritize work assignments and meet deadlines.~~
- ~~Make sound decisions within established guidelines.~~
- ~~Analyze a complex issue, and develop and implement an appropriate response.~~
- ~~Prepare reports, memos, and formal presentation materials; tailor verbal presentations of technical information based on understanding of and appealing to diverse perspectives and needs; business-friendly and user-friendly language.~~
- Abide by Welfare and Institutions Code 5328 on confidentiality.
- Understand and follow verbal and written directions.
- Establish and maintain effective working relationships.

**Special Requirements:**

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

**PHYSICAL STANDARDS:**

The position requires prolonged sitting, reaching, twisting, turning, bending, stooping, lifting, and carrying paper and documents weighing up to 50 pounds in the performance of daily activities; body mobility to move from one work area to another, and operate a vehicle; grasping, repetitive hand movement and fine coordination in preparing reports, data entry, and using a computer keyboard; vision sufficient for observing work performed, reading correspondence and reports, statistical data, computer screen and other standard text; and communicating with others on the phone, in person, and in meetings.





## **INFORMATION TECHNOLOGY SERVICE DESK AND PROJECT SUPERVISOR**

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

**FLSA STATUS:** Exempt

### **DEFINITION:**

Under administrative direction, the IT Project and Service Desk Supervisor supervises the service desk, plans, monitors, and controls Information Technology projects in coordination with System Administration and other Agency departments. This role is part project management, part technology operations, and part general supervisor. The IT Project and Service Desk Supervisor will plan, organize, and integrate cross-functional information technology projects that are significant in scope and impact and perform other duties as assigned.

### **DISTINGUISHING CHARACTERISTICS:**

This single-class position reports to the Chief Information Officer or the Information Technology Director. The IT Project and Service Desk Supervisor supervises the performance of the Information Technology Specialist I and II, Level 1 and Level 2 services, support to clients (internal and external) and ensures that service levels are achieved. The incumbent is responsible for ensuring staff are meeting and exceeding expectations in regards to performance, meeting defined metrics/benchmarks, and that standards and processes are followed to provide effective customer service and requirements are met.

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

#### IT Project Management:

- Work with the Chief Information Officer (CIO) to develop comprehensive project plans that merge stakeholder requirements with Agency goals and coordinate various managers and technical personnel during all project phases, from initial development through implementation;
- Develop schedules and methods for measuring results;
- Guide and perform strategic analysis for the project;
- Organize and manage all phases of the project to ensure on-time completion;
- In conjunction with the CIO, assemble and coordinate project team members, assigning individual responsibilities;

- Assist the CIO in preparing requests for proposals and conducting all necessary meetings to facilitate selection of project services and products;
- Assist the CIO in overseeing acquisition of resources and materials as needed before and during projects by talking with team members, managers, and finance and negotiating price and payment agreements with vendors;
- Anticipate details of future projects by communicating directly with stakeholders and staying informed of relevant trends and industry news;
- Assist the CIO in developing and delivering progress reports, proposals, requirements documentation, and presentations;
- Ensure that all access and distribution to protected health information is in compliance with federal, state, and agency regulations, including the Health Insurance Portability and Accountability Act (HIPAA) and The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”).

*Service Desk Supervision:*

- Oversee all service requests, incidents and problems;
- Manage and coordinate urgent and complicated support issues;
- Act as escalation point for all requests and incidents;
- Develop a mature phone/ticket escalation process to ensure free flowing escalation and information within the Agency;
- Determine root cause of issues and communicate appropriately to internal and external customers;
- Work to make Service Desk the single source of truth and service delivery channel for IT;

*Service Desk Quality Management:*

- Provide data and reporting of KPI's and trends to IT department and others in ad-hoc, weekly, monthly and as needed;
- Drive Ticket Deep Dive and develop strategies for improvement;
- Develops Service and Business Level Agreements to set expectations and measure performance;
- Develops an effective and workable framework for managing and improving customer IT support in the Agency;
- Advise management on situations that may require additional client support or escalation;

Training and Staff Development:

- Train, measure, evaluate, coach and mentor IT Specialists I and II including career development;
- Design and develop training material for support staff;
- As needed, prepare staff work schedules and provide backup support;
- Interact with internal and external customers.

**QUALIFICATIONS:**

The incumbent will possess the most desirable combination of education, training, skills, and experience, as demonstrated in his/her past and current employment history. A typical example includes:

**Education, Training, and Experience:**

Bachelor's degree in Computer Science, Information Technology, System Administration, or a closely related field, or 5+ years equivalent work experience required. Experience in implementing and utilizing ITIL compliant service desk tools and implementing operational and security best practices.

**Licensure/Registration/Certification:**

Possession of an ITIL Certification is preferred.

**Skill to:**

- Strong relationship management and performance management and customer service orientation skills.
- Outstanding written, oral, and interpersonal skills, with a focus on listening and questioning skills.
- Strong incident and problem management skills including identification and escalation of system issues.

**Ability to:**

- Ability to motivate and direct staff members and subordinates.
- Ability to work independently as well as collaboratively; highly self-motivated and directed.
- Ability to effectively prioritize and execute tasks in a high-pressure environment.
- Ability to clearly articulate ideas in business-friendly and user-friendly language.
- Analytical and problem-solving abilities.
- Abide by Welfare and Institutions Code 5328 on confidentiality.
- Understand and follow verbal and written directions.
- Establish and maintain effective working relationships.

**Special Requirements:**

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

**PHYSICAL STANDARDS:**

The position requires prolonged sitting, reaching, twisting, turning, bending, stooping, lifting, and carrying paper and documents weighing up to 50 pounds in the performance of daily activities; body mobility to move from one work area to another, and operate a vehicle; grasping, repetitive hand movement and fine coordination in preparing reports, data entry, and using a computer keyboard; vision sufficient for observing work performed, reading correspondence and reports, statistical data, computer screen and other standard text; and communicating with others on the phone, in person, and in meetings.



## **CHIEF INFORMATION OFFICER**

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

**FLSA STATUS:** Exempt

### **DEFINITION:**

The Chief Information Officer oversees the Agency's information technology strategies and computer systems to ensure that they support the Agency's goals. This position is responsible for streamlining operations by implementing relevant technologies ensuring support and security, developing technological systems that will improve customer satisfaction, and managing the information technology department. Perform other duties as assigned.

### **DISTINGUISHING CHARACTERISTICS:**

The Chief Information Officer is an executive management level class which is responsible for assisting the Executive Director in the overall management of the information technology operations of Tri-City Mental Health Authority. Administrative direction is provided by the Executive Director. Responsibilities include direct and indirect supervision of information technology staff.

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

#### **Strategic Business Development:**

- Develop objectives and strategies to ensure the IT department runs smoothly and effectively.
- Stay informed of technology sector developments and evaluate potential Agency applications.
- Stay up to date with cybersecurity threats, trends, and technology.
- Select and implement suitable technology to streamline all internal operations and help optimize their strategic benefits.
- Analyze the costs, value and risks of information technologies to advise management and suggest actions.
- Collaborate with other executives and directors to measure system and resource use and allocation.

### IT Infrastructure Development:

- Direct and organize the implementation of new IT systems with an emphasis on filling remote access needs.
- Create and adapt technological platforms to improve the client experience.
- Oversee the technological infrastructure (networks and computer systems) in the organization to ensure optimal performance.
- Establish ongoing change management capabilities to support major innovation and transformation programs.
- Approve purchases of technological equipment and software and establish partnerships with IT providers.
- Closely collaborate with the Chief Compliance Officer and the Best Practices Department to ensure optimization of the Electronic Health Record platform and related workflows.
- Work with the Chief Compliance Officer in establishing IT services frameworks and best practices and rolling out policies to users.

### IT Department Management:

- Direct and establish IT-related projects.
- Provide leadership to the IT department and other staff within the Agency.
- Responsible for department staffing design and hiring for key roles in the department.
- Establish and monitor department budget, prepare cost-benefit analyses for changes IT workflows; design and monitor department KPIs.

### Security Auditing and Legislative Education and Updates:

- Work with the Systems Administration and Security Officer to monitor compliance with security practices and consistent application of sanctions for failure to comply with security policies for all individuals in the practice's workforce and for all business associates (BAs).
- Maintain a current, up-to-date, knowledge of federal and state privacy laws and accreditation standards.
- Must maintain a working knowledge of legislative and regulatory initiatives for implementation.
- Ensure development of appropriate policies, standards, guidelines, and procedures for information security systems.

- Work with the Systems Administration and Security Officer to assemble an incident response team, with specifically designated roles and responsibilities for each member. The team should investigate the breach, including why or how it occurred, and then take actions to correct it.
- Direct and monitor the Systems Administration and Security Officer, Best Practices, and Operations in the establishment of a mechanism to track access to PHI within the practice, as required by state and federal regulation, and to allow qualified individuals to review or receive a report on access activity.
- Ensure that all access and distribution to protected health information is in compliance with federal, state, and agency regulations, including the Health Insurance Portability and Accountability Act (HIPAA) and The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”).

### **QUALIFICATIONS:**

Any combination of education, training, and experience that provides the required knowledge, skills, and abilities to perform the essential duties of the position is qualifying. The incumbent will possess the most desirable combination of education, training, skills, and experience, as demonstrated in his/her past and current employment history. A typical example includes:

#### **Education, Training, and Experience:**

Bachelor's degree in Computer Science, Information Technology, System Administration, or a closely related field, or 10+ years equivalent work experience required; MSc/MA preferred. Must have proven experience as IT Director, CIO, or similar executive role; working with management and C-level executives; implementing and effectively developing helpdesk and IT operations best practices; managing an Electronic Health Records Systems and operation, usage, and modification of these systems; and working with Agencies regulated by the HIPAA and HITECH Acts is required. Experience implementing a new EHR is preferred.

#### **Knowledge of:**

- Excellent knowledge of IT systems and infrastructure.
- Proficiency in establishing IT services framework and IT security policies.
- Working knowledge of virtualization, VMWare, or equivalent.

#### **Skill to:**

- Analyze and problem solve superiorly.
- Strong strategic and business mindset.
- Excellent organizational and leadership skills.
- Outstanding written, oral, and interpersonal skills, with a focus on listening and questioning skills.

**Ability to:**

- Design/develop IT systems and planning IT implementation with a proven track record of doing so.
- Solid understanding of data analysis, budgeting and business operations.
- Ability to clearly articulate ideas in business-friendly and user-friendly language.

**Special Requirements:**

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

**PHYSICAL STANDARDS:**

The position requires prolonged sitting, reaching, twisting, turning, bending, stooping, lifting, and carrying paper and documents weighing up to 50 pounds in the performance of daily activities; body mobility to move from one work area to another, and operate a vehicle; grasping, repetitive hand movement and fine coordination in preparing reports, data entry, and using a computer keyboard; vision sufficient for observing work performed, reading correspondence and reports, statistical data, computer screen and other standard text; and communicating with others on the phone, in person, and in meetings.





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

**DATE:** July 15, 2020

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

**FROM:** Toni Navarro, LMFT, Executive Director

**BY:** Mica Olmos, JPA Administrator/Clerk

**SUBJECT:** Approval of Resolution No. 536 Adopting Revised TCMHA Conflict of Interest and Disclosure Code Effective August 1, 2020

---

Summary:

Article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq. establishes that a conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700). Accordingly, Tri-City Mental Health Authority's Conflict of Interest and Disclosure Code has been updated to include the Chief Compliance Officer position, the revised title of Chief Clinical Officer position, the Chief information Officer, and the Consultant/Contractor position.

Background:

On March 15, 2017, the Governing Board adopted Resolution No. 430 establishing a new position titled Chief Compliance Officer, an executive management level class; on May 15, 2019, adopted Resolution No. 480 to revise the job description for the Director of Clinical Program Services and change its job title to Chief Clinical Officer; these two positions are governed by TCMHA Conflict of Interest and Disclosure Code which must be updated to reflect these changes.

Also, on January 15, 2020, the Governing Board adopted Resolution No. 518 authorizing a contractor agreement with Kairos Partners, LLC to serve as Chief Information Officer for one year to provide telecommunications and vendor RFP Services. Therefore, this position was also added to TCMHA Conflict of Interest and Disclosure Code because this position is authorized to make or participate in the making of decisions which may foreseeably have a material effect on TCMHA's economic interests; and shall file a statement disclosing his/her interest in investments, business positions, real property, and income, designated as reportable under the category assigned to his/her position.

Funding:

None required.

**Governing Board of Tri-City Mental Health Authority**  
***Approval of Resolution No. 536 Adopting Revised TCMHA Conflict of Interest and***  
***Disclosure Code Effective August 1, 2020***  
**July 15, 2020**  
**Page 2**

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 536 approving the Revised TCMHA Conflict of Interest and Disclosure Code effective August 1, 2020.

Attachments:

*Attachment 3-A:* Resolution No. 536 - DRAFT

*Attachment 3-B:* TCMHA Conflict of Interest and Disclosure Code, Revised 8/01/2020

**RESOLUTION NO. 536**

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING ITS REVISED CONFLICT OF INTEREST AND DISCLOSURE CODE EFFECTIVE AUGUST 1, 2020**

**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") desires to add the Chief Compliance Officer position, the revised title of Chief Clinical Officer position, the Chief Information Officer Position, and the Consultant/Contractor position to the list of designated positions governed by its Conflict of Interest and Disclosure Code.

B. Each person holding a designated position shall file a statement disclosing his/her interest in investments, business positions, real property, and income, designated as reportable under the category assigned to his/her position under TCMHA Conflict of Interest and Disclosure Code.

**2. Action**

The Governing Board approves TCMHA Conflict of Interest and Disclosure Code dated August 1, 2020, and become effective as of this date and supersedes all previous versions of TCMHA Conflict of Interest and Disclosure Code.

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on July 15, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
ROBIN CARDER, CHAIR

APPROVED AS TO FORM:  
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:  
MICAELA P. OLMOS, RECORDING SECRETARY

By: \_\_\_\_\_

By: \_\_\_\_\_



**A JOINT POWERS AUTHORITY  
CONFLICT OF INTEREST AND DISCLOSURE CODE  
Effective August 1, 2020**

**SECTION 100. ADOPTION**

Tri-City Mental Health ~~Center Authority~~ ("~~Center~~TCMHA") hereby adopts this Conflict of Interest and Disclosure Code. The provisions of this Code are additional to Government Code Section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Code shall be interpreted in a manner consistent therewith.

**SECTION 200. DESIGNATED POSITIONS**

The positions listed on Exhibit B are designated positions. Persons holding those positions are deemed to participate in the making of decisions, which may foreseeably have a material effect on a financial interest.

**SECTION 300. ECONOMIC DISCLOSURE STATEMENTS**

Designated positions are assigned to one or more of the disclosure categories set forth on Exhibit A. Each person holding a designated position shall file a statement disclosing his/her interest in investments, business positions, real property, and income, designated as reportable under the category to which his/her position is assigned on Exhibit B.

**SECTION 400. PLACE AND TIME OF FILING**

- A. Persons holding designated positions in ~~the Center~~TCMHA, which is adopting a Code for the first time shall file an initial statement within thirty (30) days after the effective date of the Code. Persons holding designated positions which are added to the agency's Code shall file an initial statement within thirty (30) days after the effective date of the Code.
- B. Persons appointed, promoted, or transferred to designated positions shall file an assuming office statement with ~~the Center~~TCMHA within thirty (30) days after assuming the position.
- C. Annual statements shall be filed with ~~the Center~~TCMHA by April 1<sup>st</sup> by all persons holding designated positions. Such statements shall cover the period of the preceding calendar year or from the date of the last statement filed.

- D. Leaving office statements shall be filed with ~~the Center~~TCMHA within thirty (30) days of leaving a designated position. Such statements shall cover the period from the closing date of the last statement filed to the date of leaving the position.
- E. An individual who resigns a designated position within twelve (12) months following initial appointment or within thirty (30) days of the date of a notice mailed by the filing officer of the individual's filing obligation, whichever is earlier, is not deemed to assume or leave office, provided that during the period between appointment and resignation, the individual does not make, participate in making, or use the position to influence any decision of the agency, or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position. Within thirty (30) days of the date of a notice mailed by the filing officer, the individual shall do both of the following:
- (1) File a written resignation with the appointing power.
  - (2) File a written statements with the filing officer on a form prescribed by the Board of Supervisors and signed under the penalty of perjury stating that the individual, during the period between appointment and resignation, did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

#### **SECTION 500. CONTENTS OF ECONOMIC DISCLOSURE STATEMENTS**

Statements shall be made on forms supplied by ~~the Center~~TCMHA, and shall contain the following information.

- A. When an investment, or an interest in real property, is required to be reported, the statement shall contain:
- (1) A statement of the nature of the investment or interest;
  - (2) The name of the business entity in which each investment is held, and a general description of the business activity in which the business is engaged;
  - (3) The address or other precise location and the use of the real property;
  - (4) A statement whether the fair market value of the investment of interest in real property equals or exceeds one thousand dollars (\$1,000) but does not exceed ten thousand dollars (\$10,000), whether it exceeds ten thousand dollars (\$10,000) but does not exceed one hundred thousand dollars (\$100,000), or whether it exceeds one hundred thousand dollars (\$100,000);

- (5) If any otherwise reportable investment or interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the date of acquisition or disposal shall be reported.

**B.** When income is required to be reported, the statement shall contain:

- (1) The name and address of each source of income aggregating two hundred fifty dollars (\$250) or more in value, of fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
- (2) A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was at least two hundred fifty dollars (\$250) but did not exceed one thousand dollars (\$1,000), whether it was in excess of one thousand dollars (\$1,000) but not greater than ten thousand dollars (\$10,000), or whether it was greater than ten thousand dollars (\$10,000);
- (3) A description of the consideration, if any, for which the income was received;
- (4) In the case of a gift, the amount or value and the date on which the gift was received and the name, address, and business activity, if any, of the intermediary or agent and the actual donor;
- (5) In case of a loan, the annual interest rate and the security, if any, given for the loan;
- (6) The first report filed by a person holding a designated position shall disclose any reportable investments, interests in real property, business positions, and income received during the previous twelve (12) months.

**C.** When the filer's pro rata share of income to a business entity, including income to a sole proprietorship, is required to be reported, the statement shall contain:

- (1) The name, address, and a general description of the business activity of the business entity;
- (2) The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such persons was equal to or greater than ten thousand dollars (\$10,000) during a calendar year.

**D.** When business positions are required to be reported, the statement shall contain:

- (1) The name, address, and a general description of the business entity;

- (2) The filer's job title or position;
- (3) A statement whether the position was held throughout the entire reporting period and the dates the position was commenced or terminated, if not held during the entire reporting period.

#### **SECTION 600. DISQUALIFICATION**

Persons holding designated positions shall disqualify themselves from making or participating in the making or in any way attempting to use their official position to influence a governmental decision when it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on:

- A. Any reportable investment or interest in real property;
- B. Any reportable source of income, other than loans by a commercial lending institution in the regular course of business, aggregating two hundred fifty dollars (\$250) or more in value received within twelve (12) months prior to the time the decision is made;
- C. Any business entity in which the person holding a designated position is a director, officer, partner, trustee, employee, or holds any position of management.

#### **SECTION 700. ADOPTION BY INCORPORATION**

Adoption by incorporation by reference of the terms of this Code along with the designation of employees and the formulation of disclosure categories in the Exhibits referred to above constitute the adoption and promulgation of a Conflict of Interest and Disclosure Code.

## EXHIBIT A

### CATEGORY 1

Persons in this category shall disclose all interest in real property within the jurisdiction. Real property shall be deemed to be within the jurisdiction if the property or any part of it is located within or not more than two miles outside the cities of Pomona, Claremont, or La Verne, or within two miles of any land owned or used by ~~the Center~~TCMHA.

### CATEGORY 2

Persons in this category shall disclose all investments and business positions.

The Political Reform Act defines investment as follows:

“Investment” means any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments, and any partnership or other ownership interest, if the business entity or any parent, subsidiary or otherwise related business within the jurisdiction at any time during the two years prior to the time any statement or other action is required under this title. No asset shall be deemed an investment unless its fair market value equals or exceeds one thousand dollars (\$1,000). The term “investment” does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, interest in a diversified mutual fund registered with the Securities and Exchange Commission under the Investment Company Act of 1940 or a common trust fund which is created pursuant to Section 1564 of the Financial Code, or any bond other debt instrument issued by any government or government agency. Investments of an individual include pro rata share of investments of any business entity mutual fund or trust in which the individual or spouse owns directly, indirectly, or beneficially, a ten percent (10%) interest or greater.

According to the Political Reform Act, a business position is a position of director, officer, partner, trustee, employee, or any position of management in any organization or enterprise operated for profit, including but not limited to a proprietorship, partnership, firm, business trust, joint venture, syndicate, corporation or association.



### **CATEGORY 3**

Persons in this category shall disclose all income and business positions.

The Political Reform Act defines income as follows:

“Income” means a payment received, including but not limited to any salary, wage, advance, dividend, interest, rent, proceeds from any sale, gift, including any gift of food or beverage, loan forgiveness or payment of indebtedness received by the filer, reimbursement for expenses, per diem, or contribution to an insurance or pension program paid by any person other than an employer, and including any community property interest in the income of a spouse. Income also includes any outstanding loans. Income of an individual also includes a pro rata share of any business entity or trust in which the individual or spouse owns, directly, indirectly or beneficially, a ten percent (10% interest or greater.

### **CATEGORY 4**

Persons in this category shall disclose all business positions, investments in, or income (including gifts and loans) received from business entities that manufacture, provide or sell service and/or supplies of a type utilized by the agency and associated with the job assignment or designated persons assigned to this disclose category.

### **CATEGORY 5**

Persons in this category shall disclose all business positions, investments in, or income (including gifts and loans) received from business entities that provide, manufacture or sell service, supplies, provisions or other property of a type utilized by the agency in an aggregate amount of ten thousand dollars (\$10,000) or more per annum.

### **CATEGORY 6**

Individuals who perform under contract the duties of any designated position shall be required to file Statements of Economic Interests disclosing reportable interest in the categories assigned to that designated position.

In addition, individuals who, under contract, participate in decisions which affect financial interests by providing information advice, recommendation or counsel to the agency which could affect financial interest shall be required to file Statements of Economic Interests, unless they fall within the Political Reform Act’s exceptions to the definition of consultant. The level of disclosure shall be as determined by the Executive Director of the agency.

**EXHIBIT B**

<b><u>Designated Positions</u></b>	<b><u>Disclosure Categories</u></b>
Member of Governing Board	1, 2, 3
Alternate Member of Governing Board	1, 2, 3
Executive Director	1, 2, 3
Chief Financial Officer	1, 2, 3, 4
Chief Operations Officer / HIPAA Privacy Officer	1, 2, 3
Medical Director	1, 2, 3
<del>Director of Clinical Program Services</del> <u>Chief Clinical Officer</u>	1, 2, 3
Director of Mental Health Services Act and Ethnic Services	1, 2, 3
<u>Chief Compliance Officer</u>	<u>1, 2, 3</u>
<u>Chief Information Officer</u>	<u>1, 2, 3,</u>
Controller	1, 2, 3, 4
Agency Counsel	1, 2, 3
<u>Consultant / Contractor</u>	<u>1, 2, 3, 4, 5 or 6</u>



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

**DATE:** July 15, 2020

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

**FROM:** Toni Navarro, LMFT, Executive Director

**BY:** Rimmi Hundal, Director of MHSA & Ethnic Services

**SUBJECT:** Approval of Resolution No. 537 Authorizing Executive Director to Execute the First Amendment to the Memorandum of Understanding for Workforce Education and Training Southern Counties Regional Partnership for Office of Statewide Health Planning and Development Grant

---

Summary:

Since 2009 Tri-City Mental Health has been a part of the Workforce Education and Training Southern Counties Regional Partnership (SCRP). The First Amendment to the Memorandum of Understanding (MOU) is submitted for approval to continue to participate in the 5 programs: Career Pipeline Development, Stipends for graduate level students, scholarships, Loan Repayment and Retention.

Background:

In November 2004, California voters passed Proposition 63 which imposed a 1% tax on adjusted annual income over \$1,000,000 and was enacted into law in 2005 as the Mental Health Services Act (MHSA) whose purpose is to reduce the long-term adverse impact on individuals, families and state and local budgets resulting from untreated serious mental illness. Regional Partnerships are set forth in Section 5822 of the Welfare and Institutions Code as an important workforce strategy to assist the Public Mental Health system in its efforts to expand outreach to multicultural communities, increase the diversity of the workforce, reduce the stigma associated with mental illness and promote the use of web-based technologies and distance learning techniques.

The Southern Counties Regional Partnership (SCRP) application was approved by the California Department of Mental Health on February 17, 2009. The County of Santa Barbara Department of Behavioral Wellness (BeWell), formerly known as the Department of Alcohol, Drug, and Mental Health Services (ADMHS), began serving as the fiscal agent for the Regional Partnership pursuant to the terms of the Memorandum of Understanding (MOU) entered into amongst the SCRП members, the initial term of which was December 2, 2014 through September 30, 2017 and which automatically renewed on an annual basis subject to available funding.

**Governing Board of Tri-City Mental Health**

***Approval of Resolution No. 537 Authorizing Executive Director to Execute the First Amendment to the Memorandum of Understanding for Workforce Education and Training Southern Counties Regional Partnership for Office of Statewide Health Planning and Development Grant***

**June 17, 2020**

**Page 2**

SCRIP members voted in favor of BeWell submitting a grant application on behalf of the SCRIP for this grant opportunity which will result in a 6-year agreement with the SCRIP and Office of Statewide Health Planning and Development (OSHDP) for \$15,369,364 to fund programs that oversee training and support to the Public Mental Health System (PMHS) workforce in the southern region, consisting of \$11,555,913 in grant funds and a 33% match by the SCRIP members in the amount of \$3,806,371.

Fiscal Impact:

Tri-City's required county match for participation in the grant will be 1.631% of the total grant funds which equals \$62,076.00. Tri-City has funds available in the Workforce Education and Training component of MHSA.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 537 authorizing the Executive Director to act on behalf of Tri-City to enter into, execute, complete and deliver any and all documents required or appropriate to enter into an MOU with the Southern Counties Regional Partnership for a Grant from Office of Statewide Health Planning and Development.

Attachments

*Attachment 4-A:* Resolution No. 537 - DRAFT

*Attachment 4-B:* First Amendment to the Memorandum of Understanding for Workforce Education and Training Southern Counties Regional Partnership

*Attachment 4-C:* FY 20-21 thru 23-24 MOU Budget

*Attachment 4-D:* Spreadsheet representing county match & percentage of grant funds

*Attachment 4-E:* SCRIP FY 2014-17 MOU Executed

## RESOLUTION NO. 537

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING THE FIRST AMENDMENT WITH THE SOUTHERN COUNTIES REGIONAL PARTNERSHIP FOR A GRANT FROM THE OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT

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

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

A. Tri-City Mental Health Authority (“Authority or TCMHA”) has been a part of the Workforce Education and Training Southern Counties Regional Partnership (SCRP) since 2009, and desires to continue to be part of the SCRP in order to participate in the five programs: Career Pipeline Development, Stipends for graduate level students, scholarships, Loan Repayment and Retention.

B. Regional Partnerships are set forth in Section 5822 of the Welfare and Institutions Code as an important workforce strategy to assist the Public Mental Health System; and the Southern Counties Regional Partnership (SCRP) application was approved by the California Department of Mental Health on February 17, 2009.

C. The Office of Statewide Health Planning and Development (OSHPD) awarded the SCRP \$11,555,913 in grant funds which requires a 33% match by the SCRP members in the amount of \$3,806,371, resulting in a 6-year agreement with the SCRP and the OSHPD for \$15,369,364 to fund programs that oversee training and support to the Public Mental Health System (PMHS) workforce in the southern region,

D. The Authority's required county match for participation in the grant will be 1.631% of the total grant funds which equals \$62,076.00.

E. The funding source is the Authority's Workforce Education and Training component of MHSA.

F. The Governing Board desires to authorize the Authority's Executive Director to execute the First Amendment with SCRCP for the OSHPD Grant awarded to SCRCP.

2. **Action**

The Governing Board approves and authorizes:

A. The First Amendment with the Southern California Regional Partnership (SCRCP) for a grant awarded to SCRCP by the Office of Statewide Health Planning and Development;

[continued on page 2]

ATTACHMENT 4-A

B. The payment in the amount of \$62,076.00 to the SCRCP for participation in the grant; and

C. The Authority's Executive Director to act on behalf of Tri-City to enter into, execute, complete and deliver any and all documents required or appropriate to enter into an MOU with the SCRCP.

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on July 15, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
ROBIN CARDER, CHAIR

APPROVED AS TO FORM:  
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:  
MICAELA P. OLMOS, RECORDING SECRETARY

By: \_\_\_\_\_

By: \_\_\_\_\_

**First Amendment Memorandum of Understanding for Workforce Education and Training Southern Counties Regional Partnership**

**First Amendment to the Memorandum of Understanding Between**

**San Bernardino County Department of Behavioral Health And  
Imperial County Behavioral Health Services And  
Kern Behavioral Health and Recovery Services and  
Orange County Behavioral Health Services And  
Riverside University Health System- Behavioral Health And  
San Diego County Behavioral Health Services And  
San Luis Obispo County Behavioral Health Department And  
Santa Barbara County Alcohol, Drug & Mental Health Services And  
Tri-City Mental Health Authority (Claremont, La Verne and Pomona) And  
Ventura County Behavioral Health Department**

**For**

**Workforce Education and Training Southern Counties Regional Partnership**

**WHEREAS**, in November 2004, California voters passed Proposition 63, which imposed a 1% tax on adjusted annual income over \$1,000,000 and was enacted into law in 2005 as the Mental Health Services Act (MHSA) whose purpose is to reduce the long-term adverse impact on individuals, families and state and local budgets resulting from untreated serious mental illness; and

**WHEREAS**, the County of San Bernardino Behavioral Health Department submitted to the Department of Mental Health a Regional Partnership application on behalf of the Southern Counties to request funds to implement and operate a Regional Partnership; and

**WHEREAS**, in July 2012, the MHSA Workforce Education and Training (WET) programs were transferred from the California Department of Mental Health to Office of Statewide Health Planning and Development (OSHPD); and

**WHEREAS**, Welfare and Institutions Code section 5820 requires OSHPD, in coordination with the California Mental Health Planning Council, to determine the statewide need for mental health professionals, and to develop a five-year education and training development plan targeted at meeting these needs; and

**ATTACHMENT 4-B**

**WHEREAS**, Regional Partnerships are set forth in Section 5822 of the Welfare and Institutions Code as an important workforce strategy to assist the Public Mental Health system in its efforts to expand outreach to multicultural communities, increase the diversity of the workforce, reduce the stigma associated with mental illness and promote the use of web-based technologies and distance learning techniques; and

**WHEREAS**, the Southern Counties Regional Partnership (SCRP) application was approved by the Department of Mental Health on February 17, 2009; and

**WHEREAS**, the County of Santa Barbara Department of Behavioral Wellness (BeWell), formerly known as the Department of Alcohol, Drug, and Mental Health Services (ADMHS), began serving as the fiscal agent for the Regional Partnership pursuant to the terms of the Memorandum of Understanding (MOU) entered into amongst the SCRP members, the initial term of which was December 2, 2014 through September 30, 2017 and which automatically renewed on an annual basis subject to available funding; and

**WHEREAS**, funds have remained and BeWell has continued to serve as the fiscal agent for SCRPs upon the annual appointment by the SCRPs members; and

**WHEREAS**, in January 2019, the California Behavioral Health Planning Council (CBHPC) approved the 2020-2025 MHS WET Five-Year Plan (WET Plan). The WET Plan reflects best practices and frames a workforce development continuum ranging from grades K-12 through clinical graduate or medical school with increased coordination at the local level. The WET Plan also serves as a guide for WET programming in Fiscal Year (FY) 2020-21 through FY 2025-26; and

**WHEREAS**, on May 13, 2020 the SCRPs members voted in favor of BeWell submitting a grant application on behalf of the SCRPs for this grant opportunity which will result in a 6-year agreement with the SCRPs and OSHPD for \$15,369,364 to fund programs that oversee training and support to the Public Mental Health System (PMHS) workforce in the southern region, consisting of \$11,555,913 in grant funds and a 33% match by the SCRPs members in the amount of \$3,806,371; and

**WHEREAS**, this First Amendment to the MOU reaffirms the collaborative relationship between all of the Southern Counties to conduct the activities outlined in the Regional Partnership application.

**NOW THEREFORE, the SCRPs members agree as follows:**

- I. Delete and replace the following subsections of Section II (Responsibilities) with the following:
  - A.2. Complete and submit to OSHPD the annual Activities report and Workforce Survey.
  - B.2. Provide bi-annual fiscal reports.



C.1. Attend monthly Regional Partnership meetings, hosted by the administrative agent.

C.4. Provide meeting space, which includes a conference phone and meeting material copies, when hosting the monthly meetings.

D.3. Bi-annual fiscal reports and annual status updates will be shared with the Executive Board. All reports will meet any and all State requirements.

II. Delete and replace the following subsection of Section IV (Duration and Term) with the following:

A. The term of the MOU is December 2, 2014 through June 30, 2026 (Term) and will automatically renew on an annual basis subject to available funding. The MOU may be extended or terminated depending on the availability of funds.

III. Delete and replace Section V (Fiscal Provisions) with the following:

A. Funding of this MOU as amended shall include \$800,000 of remaining SCRP funds and the new SCRP funding, which shall not exceed \$15,369,364 inclusive of \$11,555,913 in grant funds and a 33% match by the SCRP members in the amount of \$3,806,371 in accordance with the attached budget detail. (See Attachment I.)

B. By July 31, 2024, the SCRP members shall contribute their predetermined share of the 33% matching funds as set forth in the OSHPD calculation used for allocation of funding. (See Attachment II.)

IV. Add the following subsection to Section VII (Conclusion)

C. This First Amended MOU may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute one and the same instrument.

V. References to ADMHS shall refer to BeWell throughout the MOU.

VI. All other terms shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE**

The signatures of the SCRP members affixed to this First Amended MOU affirm that they are duly authorized to commit and bind their respective counties to the terms and conditions set forth in this First Amended MOU.

**IN WITNESS WHEREOF**, the SCRP members have executed this First Amended Agreement to be effective on the date executed by the County of Santa Barbara. September 1, 2020.

## Southern Counties Regional Partnership Budget

Fiscal Year	2020-21	2021-22	2022-23	2023-24	2024-25
Beginning balance of SCRP Funds remaining	800,000.00				
Allocation 9/15/20	1,536,936.40				
Allocation 9/30/20	10,758,554.80				
Allocation 9/30/20	768,468.20				
Contribution from Counties 7/31/24					3,806,371.00
<b>Balance from previous FY</b>	<b>13,863,959.40</b>	<b>10,737,167.26</b>	<b>7,485,303.44</b>	<b>4,103,365.07</b>	<b>3,806,371.00</b>

NO.	Amounts per Fiscal Year					MOU Totals
	2020-21	2021-22	2022-23	2023-24	2024-25	
1 Total Personnel / Salary Expenses	71,433.71	74,291.06	77,262.70	80,353.21	83,567.34	386,908.01
2 Travel Costs - Regional Coordinator Operating Costs (Equipment, Supplies, Communication, Regional Meetings, Professional Memberships,	10,000.00	10,400.00	10,816.00	11,248.64	11,698.59	54,163.23
3 Publications, Professional Services)	20,000.00	20,800.00	21,632.00	22,497.28	23,397.17	108,326.45
4 Regional Programs (including Contracted Services)	2,400,000.00	2,496,000.00	2,595,840.00	2,699,673.60	2,807,660.54	12,999,174.14
5 Subtotal	2,501,433.71	2,601,491.06	2,705,550.70	2,813,772.73	2,926,323.64	13,548,571.83
6 Plus 25% Santa Barbara County Administrative Overhead	625,358.43	650,372.76	676,387.67	703,443.18	731,580.91	3,387,142.96
7 <b>Total Yearly Budget</b>	<b>3,126,792.14</b>	<b>3,251,863.82</b>	<b>3,381,938.37</b>	<b>3,517,215.91</b>	<b>3,657,904.55</b>	<b>16,935,714.79</b>

<b>Ending Balance</b>	<b>10,737,167.26</b>	<b>7,485,303.44</b>	<b>4,103,365.07</b>	<b>586,149.16</b>	<b>148,466.45</b>
-----------------------	----------------------	---------------------	---------------------	-------------------	-------------------

**Staffing Costs Upper Region**

	Salaries	Benefits	Total
Program Business Leader (1 FTE)	\$89,440	\$51,560	\$141,000
Administrative Office Professional (.5 FTE)	\$22,880	\$17,120	\$40,000
Department Business Specialist II (.5 FTE)	\$39,520	\$23,480	\$63,000
<b>Subtotal Salaries and Benefits</b>	<b>\$151,840</b>	<b>\$92,160</b>	<b>\$244,000</b>

Regional Partnership Funds by Category				
Workforce Staffing Support	Operating Costs	Training & Technical Assistance	Career Pathways Programs	
\$244,000				
\$15,000				
	\$20,000			
		\$175,000	\$15,000	
\$259,000	\$20,000	\$175,000	\$15,000	

NO.	Name	
1	Total Personnel / Salary Expenses	\$244,000
2	Travel Costs - Regional Coordinator	\$15,000
	Operating Costs (Equipment, Supplies, Communication, Regional Meetings,	
3	Professional Memberships, Publications, Professional Services)	\$20,000
4	Regional Programs (including Contracted Services)	\$190,000
5	Subtotal	\$469,000
6	Plus 15% Santa Barbara County Administrative Overhead	\$70,350
7	<b>Total Yearly Budget</b>	<b>\$539,350</b>

NO.	Amounts per Fiscal Year			MOU Totals
	2014-15	2015-16	2016-17	
1	\$244,000	253,760	263,910	\$761,670
2	\$15,000	15,600	16,224	\$46,824
3	\$20,000	20,800	21,632	\$62,432
4	\$845,000	878,800	924,706	\$2,648,506
5	\$1,124,000	\$1,168,960	\$1,226,472	\$3,519,432
6	\$168,600	\$175,344	\$183,971	\$527,915
7	<b>\$1,292,600</b>	<b>\$1,344,304</b>	<b>\$1,410,443</b>	<b>\$4,047,347</b>

SCRP Budget "B"

FY 14/15 Southern Counties Regional Partnership Funding

NO.	Name	
1	Staffing Costs Upper Region	
	Program Business Leader (1 FTE)	\$89,440
2	Administrative Office Professional (.5 FTE)	\$22,880
	Department Business Specialist II (.75 FTE)	\$59,280
	Personnel Costs	\$171,600
	Personnel Benefits @ 40%	\$68,640
	<b>Total Personnel</b>	<b>\$240,240</b>
3	Travel Costs - Regional Coordinator	\$15,000
	Operating Costs (Regional Meetings, Professional	
4	Memberships, Publications, Professional Services)	\$20,000
5	Regional Programs	\$190,000
6		
7		
9	Subtotal	\$465,240
10	<u>Plus 15% Santa Barbara County Administration</u>	<u>\$69,786</u>
11	<b>Total</b>	<b>\$535,026</b>

Regional Partnership Funds by Category

Workforce Support	Staffing	Operating Costs	Training Technical Assistance	& Career Pathways Programs
\$89,440				
\$22,880				
\$59,280				
\$171,600				
\$68,640				
\$240,240				
\$15,000				
		\$20,000		
			\$175,000	\$15,000
\$255,240	\$20,000		\$175,000	\$15,000



Type: Regular For Pay  
 JobClass: ADMN OFFICE PRO II (007001) Work  
 Working Title:  
 Step: C Hour  
 Name: (NEW HIRE) Hour  
 Rate: \$21.71 To  
 Multiple: 1 Salary:  
 Allowances: [ ] [ ] [ ] [ ] [ ]

Prog	OUnit	Proj	Pcnt	BPrq	SMP	Cost	Comments
5188			100.00%	04	01	39,394	
		<b>Totals:</b>	100.00%			39,394	

**Cost**      **OK**      **Cancel**

Dept Business Specialist



Salary Model ID: 487

PAY ID:

From Pa

Type: Regular

For Pay

JobClass: DEPT BUS SPEC II (002178)

Work

Working Title

Step: E

Ho

Name: (NEW HIRE)

Hc

Rate: \$37.95

Tc

Multiple: 1

Salary

Allowances:

Prog	OUnit	Proj	Pcnt	BPrq	SMP	Cost
------	-------	------	------	------	-----	------

Comment

5188			100.00%	04	01	94,403
<b>Totals:</b>			100.00%			94,403

Cost

OK

Cancel



Pay Period:   
Pay Periods:   
Work Percent:   
Fund:   
Home BPrG   
Home SMP   
Total Cost: **\$140,693**  
Savings:  **0.00%**  
Net Cost: **\$140,693**

Notes:

---

**Print**

Pay Period:

Periods: 28  
Percent: 50.0%  
Fund: 0048  
me BPrq: 04  
me SMP: 01  
Total Cost: \$39,394  
Savings:  0.00%  
Net Cost: \$39,394

5:

---

Print

---

ity Period: 1  
r Periods: 26  
: Percent: 75.0%  
Fund: 0048  
ome BPrg 04  
ome SMP 01  
otal Cost: \$94,403  
Savings:  0.00%  
Net Cost: \$94,403

ts:

---

**Print**

---



16541

339 2150

Strategic N

0044

ROSSI, NA1

006315 HEALTH CAD

R

1 03

1 142867.4 03



1 0.9 1 142867.4 128580.7

<b>Region</b>	<b>Base</b>	<b>DHCS MHSA %</b>	<b>DHCS MHSA Allocat'n</b>	<b>Total State Funds</b>	<b>Total Local Match</b>	<b>Grand Total</b>
Central	\$3,000,000	14.463871%	\$3,615,968	\$6,615,968	\$2,183,269	\$8,799,237
Greater Bay Area	\$3,000,000	19.912414%	\$4,978,104	\$7,978,104	\$2,632,774	\$10,610,878
Los Angeles	\$3,000,000	28.230064%	\$7,057,516	\$10,057,516	\$3,318,980	\$13,376,496
Southern	\$3,000,000	34.137831%	\$8,534,458	\$11,534,458	\$3,806,371	\$15,340,829
Superior	\$3,000,000	3.255820%	\$813,955	\$3,813,955	\$1,258,605	\$5,072,560
<b>TOTALS</b>	<b>\$15,000,000</b>	<b>100.000000%</b>	<b>\$25,000,000</b>	<b>\$40,000,000</b>	<b>\$13,200,000</b>	<b>\$53,200,000</b>

County	Region	DHCS MHSF 2019-20 County Allocation Percentages	2019-20 MHSF Allocation Percentage by Region	County as share of Regional Partnership (adds to 100% for each Region)	Base Allocation	Formula-based Allocation	TOTAL Region Allocation	Local Match by Region	Local Match by County
	0	0.067605%	<b>14.463871%</b>	0.467%	\$ 3,000,000	\$ 3,615,968	\$ 6,615,968	\$ 2,183,269	\$ 10,205
Amador	Central	0.138949%		0.961%					\$ 20,974
Calaveras	Central	0.152974%		1.058%					\$ 23,091
El Dorado	Central	0.394705%		2.729%					\$ 59,579
Fresno	Central	2.501994%		17.298%					\$ 377,667
Inyo	Central	0.085821%		0.593%					\$ 12,954
Kings	Central	0.407244%		2.816%					\$ 61,472
Madera	Central	0.430325%		2.975%					\$ 64,956
Mariposa	Central	0.086312%		0.597%					\$ 13,028
Merced	Central	0.731467%		5.057%					\$ 110,412
Mono	Central	0.083464%		0.577%					\$ 12,599
Placer	Central	0.703379%		4.863%					\$ 106,173
Sacramento	Central	3.263588%		22.564%					\$ 492,627
San Joaquin	Central	1.713200%		11.845%					\$ 258,601
Stanislaus	Central	1.301402%		8.998%					\$ 196,442
Sutter/Yuba	Central	0.458320%		3.169%					\$ 69,182
Tulare	Central	1.224538%		8.466%					\$ 184,840
Tuolumne	Central	0.170337%		1.178%					\$ 25,712
Yolo	Central	0.548247%		3.790%					\$ 82,756
Alameda	Greater Bay Area	3.718978%	<b>19.912414%</b>	18.677%	\$ 3,000,000	\$ 4,978,104	\$ 7,978,104	\$ 2,632,774	\$ 491,715
City of Berkeley	Greater Bay Area	0.303722%		1.525%					\$ 40,157
Contra Costa	Greater Bay Area	2.418330%		12.145%					\$ 319,746
Marin	Greater Bay Area	0.600031%		3.013%					\$ 79,335
Monterey	Greater Bay Area	1.158880%		5.820%					\$ 153,224
Napa	Greater Bay Area	0.324233%		1.628%					\$ 42,869
San Benito	Greater Bay Area	0.188225%		0.945%					\$ 24,887
San Francisco	Greater Bay Area	1.999268%		10.040%					\$ 264,339
San Mateo	Greater Bay Area	1.753718%		8.807%					\$ 231,873
Santa Clara	Greater Bay Area	4.609643%		23.150%					\$ 609,477
Santa Cruz	Greater Bay Area	0.715491%		3.593%					\$ 94,601
Solano	Greater Bay Area	0.976593%		4.904%					\$ 129,123
Sonoma	Greater Bay Area	1.145302%		5.752%					\$ 151,429
Los Angeles	Los Angeles	28.230064%	<b>28.230064%</b>	100.000%	\$ 3,000,000	\$ 7,057,516	\$ 10,057,516	\$ 3,318,980	\$ 3,318,980
Imperial	Southern	0.485855%	<b>34.137831%</b>	1.423%	\$ 3,000,000	\$ 8,534,458	\$ 11,534,458	\$ 3,806,371	\$ 54,173
Kern	Southern	2.161911%		6.333%					\$ 241,053
Orange	Southern	8.114012%		23.768%					\$ 904,713
Riverside	Southern	5.410482%		15.849%					\$ 603,269
San Bernardino	Southern	5.285732%		15.484%					\$ 589,360
San Diego	Southern	8.246016%		24.155%					\$ 919,431
San Luis Obispo	Southern	0.664588%		1.947%					\$ 74,102
Santa Barbara	Southern	1.168940%		3.424%					\$ 130,337
Tri-City	Southern	0.556739%		1.631%					\$ 62,076
Ventura	Southern	2.043556%		5.986%					\$ 227,857
Butte	Superior	0.569159%	<b>3.255820%</b>	17.481%	\$ 3,000,000	\$ 813,955	\$ 3,813,955	\$ 1,258,605	\$ 220,020
Colusa	Superior	0.120095%		3.689%					\$ 46,425
Del Norte	Superior	0.128613%		3.950%					\$ 49,718
Glenn	Superior	0.131064%		4.026%					\$ 50,666
Humboldt	Superior	0.346827%		10.653%					\$ 134,073
Lake	Superior	0.193724%		5.950%					\$ 74,888
Lassen	Superior	0.126542%		3.887%					\$ 48,917
Mendocino	Superior	0.238676%		7.331%					\$ 92,265
Modoc	Superior	0.077585%		2.383%					\$ 29,992
Nevada	Superior	0.253827%		7.796%					\$ 98,122
Plumas	Superior	0.114368%		3.513%					\$ 44,211
Shasta	Superior	0.463006%		14.221%					\$ 178,985
Sierra	Superior	0.069995%		2.150%					\$ 27,058
Siskiyou	Superior	0.153195%		4.705%					\$ 59,221
Tehama	Superior	0.186569%		5.730%					\$ 72,122
Trinity	Superior	0.082575%		2.536%					\$ 31,921
TOTALS		100.000000%		500.000%	\$ 15,000,000	\$ 25,000,000	\$ 40,000,000	\$ 13,200,000	\$ 13,200,000
						\$ 25,000,000			\$ 13,200,000

**Memorandum of Understanding  
For  
Workforce Education and Training  
Southern Counties Regional Partnership**

**Memorandum of Understanding for Workforce Education and Training  
Southern Counties Regional Partnership**

**Table of Contents**

<b><u>Section</u></b>	<b><u>Page</u></b>
I. Definitions .....	4
II. Responsibilities .....	5
III. Indemnification .....	6
IV. Duration and Term.....	6
V. Fiscal Provisions.....	7
VI. General Provisions .....	7
VII. Conclusion.....	7

Attachment I – Budget Detail

**Memorandum of Understanding for Workforce Education and Training  
Southern Counties Regional Partnership**

**Memorandum of Understanding  
Between**

**San Bernardino County Department of Behavioral Health  
And  
Imperial County Behavioral Health Services  
And  
Kern County Mental Health Services  
And  
Orange County Behavioral Health Services  
And  
Riverside County Mental Health  
And  
San Diego County Behavioral Health Division  
And  
San Luis Obispo County Behavioral Health Department  
And  
Santa Barbara County Alcohol, Drug & Mental Health Services  
And  
Tri-City Mental Health Center (Claremont, La Verne and Pomona)  
And  
Ventura County Behavioral Health Department**

**For  
Workforce Education and Training Southern Counties Regional Partnership**

**WHEREAS**, in November 2004, California voters passed Proposition 63, which imposed a 1% tax on adjusted annual income over \$1,000,000 and was enacted into law in 2005 as the Mental Health Services Act (MHSA) whose purpose is to reduce the long-term adverse impact on individuals, families and state and local budgets resulting from untreated serious mental illness; and

**WHEREAS**, the County of San Bernardino Behavioral Health Department submitted to the Department of Mental Health a Regional Partnership application on behalf of the Southern Counties to request MHSA Workforce Education and Training (WET) funds to implement and operate a Regional Partnership; and

**WHEREAS**, in July 2012, the MHSA WET programs were transferred from the California Department of Mental Health to OSHPD; and

**WHEREAS**, Welfare and Institutions Code section 5820 requires the Office of Statewide Health Planning and Development, in coordination with the California Mental Health Planning Council, to determine the statewide need for mental health professionals, and to develop a five-year education and training development plan targeted at meeting these needs.

**WHEREAS**, Regional Partnerships are set forth in Section 5822 of the Welfare and Institutions Code as an important workforce strategy to assist the Public Mental Health system in its efforts to expand outreach to multicultural communities, increase the diversity

**Memorandum of Understanding for Workforce Education and Training  
Southern Counties Regional Partnership**

of the workforce, reduce the stigma associated with mental illness and promote the use of web-based technologies and distance learning techniques; and

**WHEREAS**, the Southern Counties Regional Partnership application was approved by the Department of Mental Health on February 17, 2009; and

**WHEREAS**, effective June 30, 2014, the County of San Bernardino Behavioral Health Department ceased serving as the fiscal agent for the Regional Partnership;

**WHEREAS**, effective upon execution of an Agreement with the Office of Statewide Health Planning and Development (OSHPD), the County of Santa Barbara Department of Alcohol, Drug, and Mental Health Services (ADMHS) will serve as the new fiscal agent for the Regional Partnership;

**WHEREAS**, this Memorandum of Understanding reaffirms a collaborative relationship between all of the Southern Counties to conduct the activities outlined in the Regional Partnership application;

**NOW THEREFORE**, the parties agree as follows:

**I. Definitions**

Throughout this MOU, the following terms are defined as follows:

- A. Regional Partnerships - Groups of County approved individuals and/or organizations within geographical proximity that act as an employment and education resource for the Public Mental Health System. Regional Partnerships may often cross county boundaries, and can serve as a collaborative network in which multiple Counties can plan for and eventually implement activities to obtain and share Workforce Education and Training resources. Regional Partnerships are set forth in Section 5822 of the Welfare and Institutions Code as an important workforce strategy to assist the Public Mental Health System in its efforts to expand outreach to multicultural communities, increase the diversity of the workforce, reduce the stigma associated with mental illness, and promote the use of web-based technologies and distance learning techniques. (Welf. & Inst. Code § 5822, subd. (d).)
- B. Workforce Education & Training (WET) - One of the components of the Mental Health Services Act that provides training and development for the mental health workforce. Workforce development and education and training needs include addressing shortages in occupations, skill sets and individuals with unique cultural and linguistic competence to provide public mental health services and providing education and training for all individuals currently providing services to maintain a culturally competent workforce capable of providing client and family driven services that promote wellness, recovery and resilience, and lead to measurable values-driven outcomes.
- C. WET Coordinator - A County designated staff person responsible for implementation of the county's WET component.

**Memorandum of Understanding for Workforce Education and Training  
Southern Counties Regional Partnership**

- D. The Southern Counties - San Luis Obispo, Santa Barbara, Ventura, Kern, San Bernardino, Riverside, Imperial, Orange, San Diego and the Tri-City Mental Health (Pomona, Claremont and La Verne).
- E. Tri-City Mental Health Center - A Joint Powers Agency formed under Section 115 of the Internal Revenue Code, as an instrumentality of the Cities of Claremont, La Verne and Pomona, each of which is a municipal corporation of the State of California.
- F. Regional Coordinators (RC) - Contract employees responsible for planning and implementing all of the Regional Partnership activities.
- G. The Southern Counties Regional Partnership Executive Board - The oversight body to ensure the activities are in accordance with Regional Partnership regulations. The Executive Board is composed of the Mental Health Directors or their designees.
- H. Office of Statewide Health Planning and Development (OSHPD) - OSHPD collects data and disseminates information about California's healthcare infrastructure. In addition, OSHPD promotes an equitably distributed healthcare workforce, and publishes valuable information about healthcare outcomes.

**II. Responsibilities**

- A. General Responsibilities of the County of Santa Barbara ADMHS:
  - 1. Serve as the fiscal agent for the Southern Counties Regional Partnership.
  - 2. Complete and submit to OSHPD the annual Work Plan and annual and semi-annual progress reports.
- B. Fiscal Responsibilities of the County of Santa Barbara ADMHS:
  - 1. Manage the funds received from OSHPD for the regional partnership in a separate account.
  - 2. Provide quarterly fiscal reports.
  - 3. Hire staff as specified in Attachment I to administer and monitor projects on behalf of the Regional Partnership. Expenses as detailed in Attachment I will be paid from the Regional Partnership funds.
- C. Southern Region Counties:
  - 1. Attend quarterly Regional Partnership meetings.
  - 2. Host quarterly meetings on a rotating basis.
  - 3. Provide in kind travel for Director or designee to attend the Regional Partnership meetings.



**Memorandum of Understanding for Workforce Education and Training  
Southern Counties Regional Partnership**

4. Provide meeting space, which includes a conference phone and meeting material copies, when hosting the quarterly meetings.
5. Facilitate communication and sharing of information.
6. Submit activity budget proposals for consideration of the Executive Board.

**D. Executive Board:**

1. All activity budget requests will be reviewed and approved by the Southern Counties Regional Partnership Executive Board. A majority vote is needed for approval.
2. Any grievances will be presented to the Executive Board for resolution. If a satisfactory resolution cannot be determined, the grievance will be presented to the California OSHPD.
3. Quarterly fiscal reports and annual status updates will be shared with the Executive Board. All reports will meet any and all state requirements.

**III. Indemnification**

Southern Counties Regional Partnership shall defend, indemnify, and hold County of Santa Barbara, its officers, officials, employees, agents and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Southern Counties Regional Partnership, its officers, officials, employees, agents or volunteers.

County of Santa Barbara shall defend, indemnify, and hold Southern Counties Regional Partnership, its officers, officials, employees, agents and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County of Santa Barbara, its officers, officials, employees, agents or volunteers.

**IV. Duration and Term**

- A. The term of the MOU is December 2, 2014 through September 30, 2017 and will automatically renew on an annual basis subject to available funding. The MOU may be extended or terminated depending on the availability of funds.
- B. Any Party may terminate this MOU without penalty immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be

**Memorandum of Understanding for Workforce Education and Training  
Southern Counties Regional Partnership**

defined as any breach of this MOU, any misrepresentation, or fraud on the part of any Party.

**V. Fiscal Provisions**

The three years of the regional partnership funding shall not exceed \$4,047,349, inclusive of \$2,247,349 in rollover funding from prior years, and \$1,800,000 in funding allocated for FY 14-17, in accordance with the attached budget detail. (See Attachment I).

**VI. General Provisions**

No alteration or variation of the terms of this MOU shall be valid unless mutually agreed upon in writing and signed by all parties.

**VII. Conclusion**

- A. This MOU consisting of eighteen (18) pages and Attachment I are the full and complete document describing services to be rendered by the Southern Counties Regional Partnership including all covenants, conditions and benefits.
- B. The signatures of the parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.

**Memorandum of Understanding for Workforce Education and Training  
Southern Counties Regional Partnership**

**IMPERIAL COUNTY**

**DEPARTMENT OF BEHAVIORAL HEALTH**

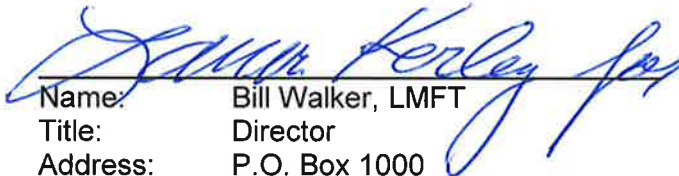


---

Name: Michael Horn, MFT  
Title: Director  
Address: 202 N. 8<sup>th</sup> Street  
El Centro, CA 92243

Date: 2/19/15

**APPROVED AS TO CONTENT:  
KERN COUNTY MENTAL HEALTH SERVICES**

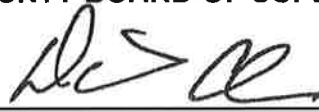
  
Name: Bill Walker, LMFT  
Title: Director  
Address: P.O. Box 1000  
Bakersfield, CA 93302

Date: 6-9-15

**APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL**

  
BY: \_\_\_\_\_  
GILLIAN GREENFELD, DEPUTY

**COUNTY OF KERN  
KERN COUNTY BOARD OF SUPERVISORS**

  
Name: David Couch  
Title: Board Chairman  
Address: P.O. Box 1000  
Bakersfield, CA 93302

**JUN 23 2015**  
Date: \_\_\_\_\_

**Memorandum of Understanding for Workforce Education and Training  
Southern Counties Regional Partnership**

**ORANGE COUNTY  
BEHAVIORAL HEALTH SERVICES**

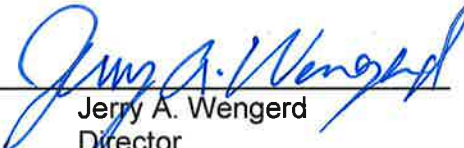
*Mary B. Hale*

Name: Mary Hale  
Title: Director  
Address: 405 West 5<sup>th</sup> Street, 7<sup>th</sup> Floor  
Santa Ana, CA 92701

Date: 7-7-15

**Memorandum of Understanding for Workforce Education and Training  
Southern Counties Regional Partnership**

**RIVERSIDE COUNTY  
MENTAL HEALTH**

  
Name: Jerry A. Wengerd  
Title: Director  
Address: P.O. Box 7549  
Riverside, CA 92513-7549

Date: 12-3-14

**Memorandum of Understanding for Workforce Education and Training  
Southern Counties Regional Partnership**

**COUNTY OF SAN BERNARDINO  
DEPARTMENT OF BEHAVIORAL HEALTH**



Name: CaSonya Thomas  
Title: Director  
Address: 268 W. Hospitality Lane, Suite 400  
San Bernardino, CA 92415-0026

Date: 11/20/14



**Behavioral Health  
Administration**

**CaSonya Thomas, MPA, CHC**  
Director

March 3, 2015

Santa Barbara County  
Alcohol, Drug & Mental Health Services  
Attn: Danielle Spahn  
300 North San Antonio Road  
Santa Barbara, CA 93110

**RE: MEMORANDUM OF UNDERSTANDING WITH THE SOUTHERN COUNTIES  
REGIONAL PARTNERSHIP**

Dear Ms. Spahn:

Enclosed for your records is one fully-executed copy of the San Bernardino County signature page for the above-referenced agreement.

If you have any questions, please contact me at (909) 388-0863 or by email at [mparker@dbh.sbcounty.gov](mailto:mparker@dbh.sbcounty.gov).

Sincerely,

A handwritten signature in cursive script that reads "Margaret Parker".

Margaret Parker, Secretary I  
DBH Contracts Administration

Enclosure

BOARD OF SUPERVISORS

ROBERT A. LOVINGOOD  
Vice Chairman, First District

JANICE RUTHERFORD  
Second District

JAMES RAMOS  
Chairman, Third District

CURT HAGMAN  
Fourth District

JOSIE GONZALES  
Fifth District

GREGORY C. DETERBAUX  
Chief Executive Officer



**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY, CALIFORNIA  
AND RECORD OF ACTION**

January 27, 2015

**FROM: CASONYA THOMAS, Director  
Department of Behavioral Health**

**SUBJECT: WORKFORCE, EDUCATION AND TRAINING – SOUTHERN COUNTIES  
REGIONAL PARTNERSHIP**

**RECOMMENDATION(S)**

Approve non-financial Memorandum of Understanding (**Agreement No.15-62**) with the Southern Counties Regional Partnership to allow the Department of Behavioral Health to participate as a regular member through September 30, 2017 with automatic renewals on an annual basis subject to available funding.

(Presenter: CaSonya Thomas, Director, 388-0801)

**BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES**

**Provide for the Health and Social Services Needs of County Residents.**

**Pursue County Goals and Objectives by Working with Other Governmental Agencies.**

**FINANCIAL IMPACT**

Approval of the Memorandum of Understanding (MOU) for the Department of Behavioral Health's (DBH) participation in the Southern Counties Regional Partnership is non-financial; therefore, this item does not impact Discretionary General Funding (Net County Cost).

**BACKGROUND INFORMATION**

Regional Partnerships are set forth in Section 5822 of the Welfare and Institutions Code as an important workforce strategy to assist the public mental health system in its efforts to expand outreach to multicultural communities, increase the diversity of the workforce, reduce the stigma associated with mental illness, and promote the use of web-based technologies and distance learning techniques. The MOU transfers the Fiscal Agent responsibilities for the Southern Counties Regional Partnership (SCRIP) to Santa Barbara County Department of Alcohol, Drug, and Mental Health Services (ADMHS) and allows DBH to participate in SCRIP as a regular member. DBH's membership responsibilities will include attendance at quarterly meetings to plan and implement activities and share Mental Health Services Act (MHSA) Workforce, Education and Training (WET) resources amongst participating counties.

On July 28, 2008, the California Department of Mental Health, now a division of the Department of Health Care Services (DHCS) issued Information Notice No. 08-20, providing information for the county mental health programs to request MHSA Workforce, Education and Training (WET)

Page 1 of 2

cc: BH-Atkins w agrees for sign  
Contractor do BH  
ATC-Accts Pay Mgr w/ agree  
EBIX-BPO c/p Risk Mgmt  
BH-Thomas; lessee  
HS-Fischer  
CAO-Flood  
File - w/ agree  
jll 2/3/15

ITEM 23

Record of Action of the Board of Supervisors

**APPROVED (CONSENT CALENDAR)**  
**COUNTY OF SAN BERNARDINO**  
**Board of Supervisors**

MOTION	SECOND	AYE	AYE	MOVE	AYE
	1	2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY *Jennifer Atkins*

DATED: January 27, 2015



County of San Bernardino

F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

<input type="checkbox"/> New	FAS Vendor Code	<b>SC</b>	Dept. <b>MLH</b>	<b>A</b>	Contract Number <b>15-42</b>	
<input type="checkbox"/> Change	ePro Vendor Number				ePro Contract Number	
<input type="checkbox"/> Cancel	County Department <b>Department of Behavioral Health</b>		Dept. <b>DBH</b>	Orgn. <b>MLH</b>	Contractor's License No.	
County Department Contract Representative <b>Elizabeth Atkins</b>			Telephone <b>(909)388-0860</b>		Total Contract Amount	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: MOU Partnership Participation						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date		Contract End Date September 30, 2017	Original Amount	Amendment Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name <b>Southern Counties Regional Partnership</b>				Estimated Payment Total by Fiscal Year		
				FY	Amount	I/D

CONTRACTOR Southern Counties Regional Partnership

Federal ID No. or Social Security No. \_\_\_\_\_

Contractor's Representative The representative county's mental health directors

Address \_\_\_\_\_

Phone ( ) - \_\_\_\_\_

Nature of Contract: *(Briefly describe the general terms of the contract)*

Memorandum of Understanding between San Bernardino County Department of Behavioral Health and nine other county's mental health departments collectively known as the Southern Counties Regional Partnership.

THIS IS NOT A CONTRACT  
THIS IS A COVER  
TRANSMITTAL ONLY

*(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)*

Approved as to Legal Form (sign in blue ink)

Frank Salazar, Deputy County Counsel

Date 1-13-15

Reviewed as to Contract Compliance

Natalie Kesse, Contracts Supervisor

Date 1/13/15

Presented to BOS for Signature

CaSonya Thomas, Director

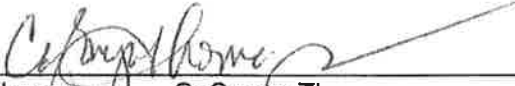
Date 1/13/15

Auditor-Controller/Treasurer/Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By


Memorandum of Understanding for Workforce Education and Training  
Southern Counties Regional Partnership

COUNTY OF SAN BERNARDINO  
DEPARTMENT OF BEHAVIORAL HEALTH

  
Name: CaSonya Thomas  
Title: Director  
Address: 303 W. Vanderbilt Way, Suite 400  
San Bernardino, CA 92415-0026

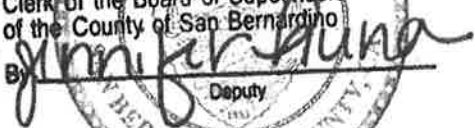
Date: 1/13/15

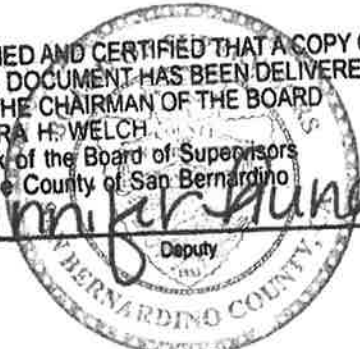
COUNTY OF SAN BERNARDINO  
BOARD OF SUPERVISORS

  
Name: James Ramos  
Title: Chairman  
Address: 385 N. Arrowhead Avenue  
San Bernardino, CA 92415-0026

Date: JAN 27 2015

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD  
LAURA H. WELCH  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By   
Deputy



Memorandum of Understanding for Workforce Education and Training  
Southern Counties Regional Partnership

SAN DIEGO COUNTY  
BEHAVIORAL HEALTH DIVISION



Name: Alfredo Aguirre, LCSW  
Title: Director  
Address: 3255 Camino Del Rio South  
San Diego, CA 92108

Date: 11/24/14



Name: Nick Macchione, MS, MPH, FACHE  
Title: Agency Director  
Health and Human Services Agency  
County of San Diego  
Address: 1600 Pacific Highway  
San Diego, CA 92101

Date: 12/18/14

**Memorandum of Understanding for Workforce Education and Training  
Southern Counties Regional Partnership**

**SAN LUIS OBISPO COUNTY  
BEHAVIORAL HEALTH DEPARTMENT**



---

Name: Anne Robin, LMFT  
Title: Behavioral Health Administrator  
Address: 2178 Johnson Avenue  
San Luis Obispo, CA 93401-4535

Date: 5/15/15

**Memorandum of Understanding for Workforce Education and Training  
Southern Counties Regional Partnership**

**SANTA BARBARA COUNTY  
ALCOHOL, DRUG & MENTAL HEALTH SERVICES**



Name: Alice Gleghorn, Ph.D.  
Title: Director  
Address: 300 North San Antonio Road, Building 3  
Santa Barbara, CA 93110

Date: 7/15/15

**Memorandum of Understanding for Workforce Education and Training  
Southern Counties Regional Partnership**

**TRI-CITY MENTAL HEALTH CENTER**



Name: Antonette (Toni) Navarro, LMFT  
Title: Executive Director  
Address: 2008 N. Garey Avenue  
Pomona, CA 91767-2722

Date: 2/3/15

**Memorandum of Understanding for Workforce Education and Training  
Southern Counties Regional Partnership**

**VENTURA COUNTY  
BEHAVIORAL HEALTH DEPARTMENT**

  
Name: Melony Roy, LCSW  
Title: Director  
Address: 1911 Williams Dr., Suite 200  
Oxnard, Ca 93036

Date: 12-17-14



## Budget Detail

	Amounts per Fiscal Year			MOU Totals
	2014-15	2015-16	2016-17	
Total Personnel / Salary Expenses	\$244,000	253,760	263,910	\$761,670
1.0 FTE Regional Coordinator				
0.5 FTE Office Support				
0.5 FTE Contracts Analyst				
Travel Costs - Regional Coordinator	\$15,000	15,600	16,224	\$46,824
Operating Costs (Equipment, Supplies, Communication, Regional Meetings, Professional Memberships, Publications, Professional Services)	\$20,000	20,800	21,632	\$62,432
Regional Programs (including Contracted Services)	\$845,000	878,800	924,706	\$2,648,506
Subtotal	\$1,124,000	\$1,168,960	\$1,226,472	\$3,519,432
Plus 15% Santa Barbara County Administrative Overhead	\$168,600	\$175,344	\$183,971	\$527,915
<b>Total Yearly Budget</b>	<b>\$1,292,600</b>	<b>\$1,344,304</b>	<b>\$1,410,443</b>	<b>\$4,047,347</b>



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

**DATE:** July 15, 2020

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

**FROM:** Toni Navarro, LMFT, Executive Director

**SUBJECT:** Approval of Resolution No. 538 Authorizing the Executive Director to Execute a Collaboration Agreement with the Pomona Community Foundation, Bright Prospect, and Fairplex For a \$400,000 Grant From the Ballmer Group

---

Summary:

Tri-City has been asked to enter into a collaboration titled the Pomona Vision 2030 Project. The project is being funded by the Ballmer Group, a philanthropic organization that, among other things, supports innovative community initiatives. Tri-City is being asked to serve as lead agency and to enter into a collaboration agreement with The Pomona Community Foundation, Bright Prospect and the Fairplex in order to draw down \$78,000 for its role in the project.

Background:

Several months ago, the Executive Director was asked to join a workgroup of Pomona leaders including from the Fairplex, Bright Prospect, Pomona Unified School District, and the City of Pomona. The purpose of the workgroup was to begin discussions about creating a 10-year collaborative plan to address the promotion of health, wellness, educational success, and long-term housing and economic stability in the City of Pomona. Eventually, the group narrowed its scope to think about lifecycle stages and critical indicators that increase likelihood at the next developmental phase. Tri-City identified childhood emotional wellness and family stability as essential for academic success, which increases likelihood of lifelong stability, higher lifetime earnings, and upward economic mobility. The project was titled Pomona Vision 2030.

In recent months, leaders from the Fairplex and the Pomona Community Foundation met with the Ballmer Group to present a 12-month proposal that would set the foundation for the 10-year plan. Specifically, the leaders proposed receiving funding to: establish and expand data collection and outcome tracking systems; support communitywide engagement; establish a network of partners from a variety of key sectors; and create protocols, programs and services based on findings from established measures that will increase likelihood of stability and success for all Pomona residents.

At the end of June, the Ballmer Group approved the Pomona Vision 2030 Project and pledged \$400,000 for a contract period from July 1, 2020 to December 31, 2021.

**Governing Board of Tri-City Mental Health Authority**  
***Approval of Resolution No. 538 Authorizing the Executive Director to Execute a***  
***Collaboration Agreement with the Pomona Community Foundation, Bright Prospect, and***  
***Fairplex For a \$400,000 Grant From the Ballmer Group***  
**July 15, 2020**  
**Page 2**

Tri-City has been identified as the lead agency for the Childhood Phase of the project and will partner with Pomona Unified School District (PUSD) to engage and assess the needs and strengths of PUSD students and their families who are in grades K-middle school. Further, Ballmer Group amended the proposal to allow Tri-City and PUSD to seek to create a community network of providers and businesses that will support students and families especially impacted by COVID-19 that may serve as a model for crisis relief and community stabilization in the future.

Fiscal Impact:

Tri-City will receive \$78,000 for the provision of its proposed scope of work which is attached here.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 538 approving a collaboration agreement with the Pomona Community Foundation (PCF), Bright Prospect, and Fairplex.

Attachments:

*Attachment 5-A:* Resolution No. 538 - DRAFT

*Attachment 5-B:* Collaboration Agreement with the Pomona Community Foundation, Bright Prospect, and Fairplex

**RESOLUTION NO. 538**

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING A COLLABORATION AGREEMENT WITH THE POMONA COMMUNITY FOUNDATION, BRIGHT PROSPECT, AND FAIRPLEX FOR A GRANT FROM THE BALLMER GROUP; AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

**The Governing Board of the Tri-City Mental Health Authority (“Authority”) does resolve as follows:**

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

A. Tri-City Mental Health Authority (“Authority or TCMHA”) desires to enter into a Collaboration Agreement with the Pomona Community Foundation, Bright Prospect and Fairplex for the Pomona Vision 2030 Project for a contract period from July 1, 2020 to December 31, 2021.

B. The Ballmer Group, a philanthropic organization, pledged \$400,000 to the Pomona Vision 2030 Project to establish protocols, programs, and services based on findings from established measures that will increase likelihood of stability and success for Pomona residents.

C. Tri-City will receive \$78,000 and will be the lead agency for the Childhood Phase of the project; and will partner with the Pomona Unified School District (PUSD) to engage and assess the needs and strengths of PUSD students and their families who are in grades K-middle school.

D. The Governing Board desires to authorize the Authority’s Executive Director to execute the Collaboration Agreement for Pomona Vision 2030 Project from July 1, 2020 to December 31, 2021.

**2. Action**

The Governing Board approves the Collaboration Agreement with the Pomona Community Foundation, Bright Prospect and Fairplex; and authorizes the Executive Director to execute said Agreement and to complete and deliver any and all documents required or deemed necessary or appropriate to receive the grant funds in the amount of \$78,000.00 in Fiscal Year 2020-21.

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on July 15, 2020, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
ROBIN CARDER, CHAIR

APPROVED AS TO FORM:  
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:  
MICAELA P. OLMOS, RECORDING SECRETARY

By: \_\_\_\_\_

By: \_\_\_\_\_



## Collaboration Agreement: Pomona Vision 2030

- Purpose of the Agreement:** The Pomona Community Foundation (PCF), Tri-City Mental Health, Bright Prospect and Fairplex (Collectively referred to as the “Collaborating Entities”) have agreed to work together to develop a ten-year collaborative framework, with a work plan and accountability structure, to advance educational outcomes, quality of life, and housing and employment opportunities across the life cycle of Pomona residents. PCF serves as the lead agency in this collaboration and has received a grant of \$400,000 from Ballmer Group (“The Grant”) to support this work (*See Exhibit A and Exhibit B*). This agreement describes their understandings and commitments to this collaborative effort and resource allocations and responsibilities associated with this grant.
- Scope and Duration:** Collaborating Entities will work together to develop a plan for long-term collective impact in the City of Pomona that is informed by approaches at every stage of a Pomona resident’s life cycle: childhood, early adulthood and adulthood. This agreement will guide the collaboration for the period beginning July 1, 2020 and ending December 31, 2021. The scope and duration of the collaboration may be amended and/or extended through the joint agreement of all Collaborating Entities to amendments to this agreement.
- Decision-making structure & authority:** All significant decisions regarding the collaboration will require agreement by all four Collaborating Entities. Significant decisions will include the scope of work and timeline of core activities to be carried out, the nature of the services to be provided, and decisions regarding seeking and using funding to carry out collaboration activities. The Collaborating Entities each identify one person within their own organization to serve on the Leadership Committee for the collaboration. Each member of the Leadership Committee will be authorized to represent their organization in joint collaborative decision-making. Each organization will be responsible for ensuring that the person granted authority to represent their organization is kept informed regarding the operation of the collaboration and the identification of issues for joint discussion. Each member of the Leadership Committee will keep their organization informed of collaborative progress and actively seek feedback regarding the collaboration from within their organization. Leadership Committee members will regularly discuss the progress of the collaborative effort and regularly share feedback from their respective organizations in order to ensure clear communication, issue identification, and problem resolution.
- Legal & financial structure:** Funding has been sought and received for the collaboration. The Collaborating Entities agree that PCF will serve as lead agency for the purposes of seeking, receiving, and managing funding for collaborative activities. PCF agrees that all applications for funding will be approved through the collaboration joint decision making process. PCF further agrees that if proposals for collaborative funding are only partially funded, the Leadership Committee of the collaboration will determine priorities for the use of funds awarded. PCF agrees that it will enter into subcontract agreements with Tri-City Mental Health, Bright Prospect and Fairplex specifying the funding PCF will provide to each organization and the deliverables which each organization will



provide to the collaboration. Recognizing that PCF will be responsible to the funder for the management of funds and achievement of collaboration goals, Collaborating Entities agree that PCF must have final authority over the administration of the subcontract agreements. However, Collaborating Entities agree that to the greatest extent feasible, XPCF will consult with and abide by the joint decisions of the Leadership Committee.

5. **Resource Commitment to the Collaboration:** Each participating organization has agreed to commit resources to the collaboration. All participating organizations will contribute:

- The time and effort required for consistent representation of and participation by the organization on the Leadership Committee;
- Careful attention to risk assessment and risk mitigation including maintaining appropriate insurance coverage and ensuring appropriate supervision for staff, and volunteers, and use of facilities and equipment contributed to the collaboration;
- The resources of their organization required to ensure fulfillment of specific commitments described in the approved grant documents and the scope of work documents attached;
- Specifically, each organization agrees to provide the resources described below:
  - Tri-City Mental Health will provide project leadership on the childhood stage of the Pomona Vision 2030 life cycle (*see Exhibit E, Tri-City Scope of Work*).
  - Bright Prospect will provide project leadership on the early adulthood stage of the Pomona vision 2030 life cycle (*see Exhibit F, Bright Prospect Scope of Work*).
  - Fairplex will provide project leadership on the adulthood stage of the Pomona Vision 2030 life cycle (*see Exhibit G, Fairplex Scope of Work*)
  - Pomona Community Foundation will provide each of the organizations listed above (Tri-City Mental Health, Bright Prospect, and Fairplex) with a one-time payment of \$78,000 each to compensate for expenses associated with project leadership, pursuant to the budget and terms of the approved grant proposal (*See Exhibit A, grant proposal, and Exhibit B, Updated Grant Budget*)

**6. Risk management strategies:** Collaborating Entities agree that the Leadership Committee will complete an initial risk assessment for the work to be carried out through the collaboration, and will regularly update the assessment as the collaboration is expanded or changed, and review both the analysis and the risk mitigation strategies at least annually. Each participating organization will consult with its insurance carriers to determine the extent to which the organization's insurance coverage will provide adequate protection for potential damages which may arise through participation in the collaboration. Each participating organization will seek additional insurance coverage if needed to mitigate its own risks and to protect the other organizations participating in the collaborative. The collaborative risk assessment will include, at a minimum, consideration of risks relating to serving program participants, facilities and equipment, employment, volunteers, financial management, and compliance with funder requirements and applicable law and regulation.

**7. Accountability process and problem solving:** The Leadership Committee will meet regularly to jointly evaluate the collaborative, including its progress toward meeting collaborative goals. Collaborating



Entities are committed to open communication with each other with regard to strengths and limitations in the collaboration. The Leadership Committee will work together to address weaknesses and to improve outcomes.

**8. Addition of new participating organizations:** The Leadership Committee may from time to time recommend the addition of other organizations or governmental bodies to the collaboration. Upon the agreement of Collaborating Entities, additional organizations or governmental entities may be invited to participate in the collaboration. If the invited organizations/entities decide to participate, Collaborating Entities will amend this collaboration agreement to include all participating organizations, with all participating organizations sharing equally in the rights and responsibilities described in this agreement.

**9. Termination of this agreement:** Each participating organization retains the right to withdraw from the collaboration upon giving the other participating organizations at least 30 days notice of its decision to withdraw. The withdrawal of any participating organization from the collaboration shall result in termination of this collaboration agreement. The remaining organizations may choose to enter into a new agreement to guide their continuing work together.

**10. Extension or amendment of this agreement:** This agreement may be extended or amended only through unanimous agreement by all Collaborating Entities. The decision to amend or extend the agreement, and language describing the agreed upon changes, shall be documented in writing, including the date of the amendment/extension, and the signatures of the chief operating officers of each participating organization.

**11. Attestation:** This agreement was unanimously adopted by designated representatives of Pomona Community Foundation, Tri-City Mental Health, Bright Prospect and Fairplex on July XX, 2020.

The signature of the chief executive officer or designated representative of each participating organization below, represents the full commitment of their organization to participate actively in the collaboration and implement fully all elements in this agreement.

---

Miguel Santana, Chair, Pomona Community Foundation

---

Date

---

Antonette Navarro, Executive Director, Tri-City Mental Health

---

Date

---

Elizabeth Zamora, Executive Director, Bright Prospect

---

Date

---

Walter Marquez, Vice President of Finance, Fairplex

---

Date



### **Attachments**

- Exhibit A: Approved Grant Proposal to Ballmer Group: Pomona Vision 2030
- Exhibit B: Adjusted Grant Budget, Approved by Ballmer Group
- Exhibit C: Approval of Grant proposal
- Exhibit D: Approval of adjusted Grant budget
- Exhibit E: Scope of Work: Tri-City Mental Health (Childhood)
- Exhibit F: Scope of Work: Bright Prospect (Early Adulthood)
- Exhibit G: Scope of Work: Fairplex (Adulthood)



**Applicant Organization:** Pomona Community Foundation  
**Organization Primary Contact:** Alexandra Cira-Campbell  
**Application Primary Contact:** Neel Garlapati  
**Project Title:** Planning Grant - Pomona Vision 2030  
**Request Amount:** \$400,000  
**Request Start Date:** July 1, 2020  
**Request End Date:** June 30, 2021

### **PROJECT DESCRIPTION**

#### **Project Description Summary (1-2 Sentences):**

The Pomona Community Foundation (PCF), a coalition of major institutions and community groups in the City of Pomona, requests support from Ballmer Group for a one-year planning phase grant of \$400,000. Grant funds will be used to develop a 10-year collaborative framework, titled Pomona Vision 2030, with a work plan and accountability structure, to advance educational outcomes, quality of life, and housing and employment opportunities across the life cycle of Pomona residents. Thus far, this work has been done on an ad-hoc basis, drawing upon the limited capacity and resources of existing groups, resulting in long-term planning and strategy necessary taking a backseat to emergent needs. The proposed planning phase allows a set of lead organizations to explicitly devote resources to rigorous long-term planning.

#### **Project Description Detail (200 word limit)**

*The "what": What activity will happen during the grant period?*

*The "how": How will you accomplish the grant period activity you've described?*

*The "why": What factors in your field or community make this the right time for this effort, and why is your organization particularly well-suited to take this on?*

Pomona, once an economic and cultural epicenter of Eastern LA County, suffered from deindustrialization in the 1970s and 1980s. Job losses led to poverty, cycles of violence and disinvestment. In 2005, a police officer was murdered on the courthouse steps, making national headlines and prompting a community call to action.

Businesses, nonprofits, hospitals and schools have since organically partnered to catalyze economic and social development. PCF emerged as a natural outgrowth of this coalition-building and will serve as the coordinating body for phase 1 (planning) of the Pomona Vision 2030 project. The Claremont Evaluation Center (CEC) will work toward sustainability, accountability and impact for Vision 2030 by building the coalition's capacity to determine specific priorities based on needs assessments and root-cause analyses, identify high-impact strategies to address those priorities, and design data-informed implementation practices with monitoring and evaluation systems.

Community-adopted metrics will demonstrate growth in opportunities for education and economic mobility through life cycle stages: 1) Childhood 2) Early Adulthood and 3) Adulthood. Additionally, The

*Final Narrative Submission*

Pomona Leadership Network (PLN), a cohort program of PCF comprised of emerging Pomona leaders, will support data collection and outreach to align community efforts around macro-level issues facing residents.

**Who will benefit from this work, and how? (150 word limit)**

*Will your work benefit people or entities, such as schools or community organizations? Describe the people or organizations you'll serve and why you're serving them.*

The poverty rate in the City of Pomona is 21.5%, compared to a national rate of 12.3%. More than half of the population speaks Spanish as a primary language. According to 2018 ACS estimates, 17% of Pomona residents age 25 and up had received a Bachelor's degree or higher, compared to 33% for Los Angeles County. In order to best serve the residents of Pomona in an environment of resource scarcity, our institutions will need to invest in collaboration to maximize impact on all fronts – covering the spectrum from early childhood education to jobs to housing and wellness. We estimate that over the course of the 10-year Pomona Vision 2030 project, more than 50,000 Pomona residents will gain access to greater economic mobility at some stage of their life cycle through direct engagement with the nonprofit organizations, educational institutions, businesses and community groups that are part of this coalition.

**Addressing Equity (150 word limit)**

*Beyond demographics of those you will serve, how will this work serve to improve equity the community/communities you serve? If successful, could the results be replicated in other fields or communities?*

Both community groups and institutions in the City have operated in silos at times over the course of Pomona's growth. This planning process will dictate a long-term project framework. This cannot be successful without concerted efforts to connect civic leadership, grassroots community groups and those who have not yet plugged into either. Significant populations in the City who are less likely to participate include undocumented immigrants, formerly incarcerated residents, homeless individuals and youth. Planning efforts will explicitly seek these voices out as primary stakeholders. Pomona is a large working class, majority-minority city that houses much of the region's land, resources and businesses, yet it is ringed on all sides by more affluent communities. There are dozens of other cities like Pomona in Los Angeles County and throughout the U.S. The work put forth by the PCF is a bold and ambitious model that could be adapted to similar communities.

**How would you use the requested funding? (150 word limit)**

*Would this go toward program costs, general operations, advocacy, or a combination? Provide detail on the allocation. Would you be able to use this funding to bring in other donors? If so, what kind of funders, and how?*

Three core partner organizations will serve as planning lead for one life cycle stage. These organizations will add staff capacity to serve three key roles: 1) to support data collection and participation; 2) to create and execute an outreach and communication plan; and 3) to memorialize the collaboration for the 10-year period and beyond. As part of a rigorous, inclusive planning phase, the collective will need to explicitly devote staff time to the process to move beyond and codify what organizations have accomplished thus far through sheer force of will and a collaborative spirit.

CEC will receive funds for data and research development, culminating in articulated and aligned shared indicators and metrics, data collection practices and protocols, and data management systems. Remaining funds will support transportation, convenings and facilitation to ensure that the broadest cross-section of the City is represented.

**Project Partners**

*We'd like to learn about **up to three** of your most critical partners who are participating in carrying out the work, if any. Share the name of the partner entity and describe their role in this effort.*

<i>CORE PARTNER</i>	<i>CORE PARTNER ROLE AND DESCRIPTION (100 words each)</i>
<i>PUSD in partnership w Tri-City Mental Health</i>	Childhood: Tri-City Mental Health has an established working relationship with PUSD. Through this collaboration, an additional full-time joint position will be created to help administer the “Child and Adolescent Needs and Strengths Assessment” (CANS). This staff member will create a system to monitor CANS results against third grade reading and middle-grade math achievement.
<i>Bright Prospect</i>	Early Adulthood: Bright Prospect empowers high-potential, low-income students to gain admission and graduate from college by providing counseling throughout high school and college. A staff member will plan a scaffolding system to connect efforts around high school graduation, college matriculation and career certification. Bright Prospect will help facilitate solidified pathways for Pomona students with Mt. San Antonio College and Cal Poly Pomona; along with supporting opportunities through The Learning Centers at Fairplex to ensure that students have clear pathways to post secondary education and post-HS careers.
<i>Fairplex</i>	Adulthood: Fairplex will work in collaboration with the City of Pomona, the Pomona Chamber of Commerce and other Pomona land and business owners to assess and evaluate the state of housing, employment and recreation opportunities in the City. As businesses come to Pomona and property values rise, the City’s unique civic and institutional leadership is willing and able to implement a regime of inclusive economic development. Fairplex will work with city stakeholders to ensure that a clear accountability structure is in place around that development.

**ANTICIPATED RESULTS**

**NOTE: Should your organization be awarded funding, the info provided in this section are the metrics against which you would update your progress to us.**

**Goals**

**We'd like to know 2 to 5 specific goals you've set to achieve during the grant period as signs that your work is successful. (150 words for each goal)**

- *On the left, state in short form the anticipated result you've identified.*
- *On the right, provide more details about that result (how you'll achieve it, by when you expect to achieve it, etc.).*
- *Put what you consider to be your two most important planned results as Results 1 and 2.*
- *Share your target numbers or percentages (be specific, avoid simply stating a planned "increase" or "decrease.")*

<i>RESULT</i>	<i>ACTIONS, TIMELINE and MEASUREMENT</i>
The coalition will develop a set of metrics that indicates success across each of the three life cycle stages.	By the end of the planning year (June 30, 2021), a set of 6 to 8 metrics will be developed through an inclusive planning process involving community institutions, stakeholders and residents of the City of Pomona that incorporates both rigorous data gathering and analysis from participating institutions, along with feedback from community members that informs the core priorities.
Develop a governing structure and decision-making model for the Vision 2030 coalition	Over the course of the year, the project governance structure will include: 1) a set of agreed upon core values that guide the project and are directed by community feedback; 2) a clear structure for accountability and governance; and 3) the development of internal working teams, at each participating organization that help to ensure successful implementation of the project.
The Pomona Vision 2030 coalition will develop an infrastructure for continuous and reflective community input that will be employed throughout the planning process and fully integrated into the core operations of the 10-year initiative.	Over the one-year grant term, the collective will hold quarterly community convenings focused on each of the three life cycle stages: Childhood, Early Adulthood and Adulthood, for a total of 12 community forums over the course of the planning year that will inform and guide the metrics and decision-making process to be developed by the end of the planning year. At least 200 different Pomona residents will take part in at least one convening over the course of the year.
Develop a comprehensive data landscape for the City of Pomona	During the planning year, the coalition will conduct a data review of participating institutions in the coalition. A data task force will be created, holding regular meetings with the goal to understand the data landscape within the first six months of the project and develop a plan for cross-organizational data flow to be incorporated into the long-term project framework.
Create a full marketing and communications plan and begin rolling out the core objectives of Vision 2030 to community stakeholders.	Over the course of the planning year, the project team will use social media and digital communications to both solicit feedback from community members and to inform and promote the ongoing planning efforts to encourage greater community participation. Through multi-lingual social media and digital channels, the project will receive concrete input from at least 250

	users and 200 individuals attending community events; updates and project plans will be viewed by at least 500 individuals in person and on online formats.
--	---

**Number Served (100 word limit)**

*Based on the constituents you described planning to serve in the "Proposal Detail" section, we'd like to learn:*

- *How many do you plan to serve during the grant period?*
- *If there are different segments of those you will serve, provide numbers for each segment.*
- *If your grant period would be multi-year, are you serving the same number each year, or does it change each year - and why?*

During the proposed planning grant term, grant activities will be related to planning, data architecture, organizational structure and collaboration. We expect real impacts on service provision to come in subsequent years. During the planning year, we expect to reach more than 500 community members who will be actively involved in the planning process through in-person, online or other methods. Public outreach efforts will reach up to 5,000. As the planning stages for Vision 2030 progress towards concrete implementation, these learnings will eventually impact outcomes for all of the 50,000 City of Pomona residents collectively served by our organizations.

**The Big Picture (150 words; currently 150)**

- *How would you describe your longer-term vision of what your work will achieve in just one or two sentences?*
- *How is the work you're proposing here the appropriate next step to getting there?*

Over the course of the 10-year span of the Pomona Vision 2030 project the collective aims to create a new model of inclusive economic growth that increases prosperity across the life cycle by developing assets and resources that already exist internally. The broad scope of this project is to develop a 10-year plan for collective impact that touches all aspects of well-being: from early childhood education to health to jobs to housing. This will be accomplished at each stage of that life cycle by creating:

- 1) a supportive environment for childhood learning;
- 2) structures to help increase high school graduation, matriculation and completion; and
- 3) opportunities for economic mobility.

The organizations comprising this collaboration serve more than 50,000 Pomona residents collectively and allocate more than \$800 million worth of resources into the Pomona. This project will pivot those investments around a clear set of shared goals to create tangible impact.

**ORGANIZATIONAL CAPACITY**

**Past Work and Outcomes (200 word limit)**

- *Share examples of past projects you've undertaken, and the results of those efforts. What changed in your community or field as a result?*

*Final Narrative Submission*

- *How have those experiences prepared you for this project?*
- *If you are a new organization or initiative, share examples from the partners or leadership staff's past endeavors that would inform this work.*

Since the flashpoints of the early 2000s, Pomona groups have mobilized. PUSD saw its graduation rate rise from 74% to more than 90%. In 2016, PUSD won the “Golden Bell Award,” the premiere educational award in California, for community collaboration.

Bright Prospect emerged as a model college-access program serving thousands of PUSD students and boasts a 100% post-secondary matriculation rate. Fairplex leverages its campus and assets to create a hub of arts and culture, economic development and partnerships. Cal Poly Pomona has created partnerships with PUSD, including the iLab program at Ganesha Hills High – formalized with an MOU that grants students four units of credit.

The CEC serves as a strategic partner to PUSD and Bright Prospect, and CEC Director Dr. Nazanin Zargapour was the founding director of the Pomona Regional Learning Collaborative (RLC), which has instituted data driven practices and created education pipelines in the region across education sectors.

The City of Pomona has collaborated with community groups and organizations to address homelessness. In late 2018, Hope for Home, the first year-round homeless shelter in the region, opened, contributing to an 11% reduction in Pomona’s 2019 homeless count, which had been rapidly growing up until that point.

**Staffing Structure (150 word limit)**

- *How are you staffing the work that will be carried out during the grant period?*
- *Will you grow your staff during the grant period? If so, how? Are these permanent or temporary positions?*
- *What is the need for these staffing changes you're making?*
- *Will any new positions you're adding be supported with public funding over time? How?*

The organizations of the Pomona collective are uncommonly collaborative. Unfortunately, most face resource constraints that limit allocating significant staff time and energy to collaborative projects without sacrificing core operations. The proposed staffing structure allows the organizations to devote significant staff time and resources to pursuing and formalizing the work that has been under way in informal, ad-hoc settings. This structure will be critical to ensuring a planning process that is most inclusive of the most disenfranchised members of the community, many of whom are not plugged into organizations and community groups. As this progresses, we anticipate that organizations will identify areas for cost savings and efficiency in their core programming. The positions proposed are temporary, one-year positions. Toward the end of the planning year, the collective will use the data and learnings from the year to re-evaluate and determine the best staffing plan to support the 10-year Vision 2030 project.

**Financial Support (150 word limit)**

- *What other funders are on board with this project so far?*
- *Are they local funders? Government entities? National scope funders?*

- *How does the use of their funding differ from how you plan to use the funds requested from Ballmer Group?*

Funders have recently begun to recognize the Inland Empire as an area that has been overlooked by philanthropy. In April, The Learning Centers at Fairplex held a Philanthropy Roundtable. The session revealed that many funders are just starting to learn about the work that has been happening here between community-based organizations, businesses and large nonprofits.

Thus far, there are no state or regional funders who have invested in this specific Pomona Vision 2030, but we believe that support from Ballmer Group could crystallize the interest that has already been developing into substantive investment.

Increased fundraising at many partner organizations in Pomona demonstrates a growing culture of philanthropy in the region. Many of the region's high net-worth individuals are increasingly giving locally. The work of the Vision 2030 Coalition will provide many of these potential donors with clear and tangible philanthropic impact that can scale and leverage other donors.

#### **Fundraising Plan (150 word limit)**

- *Are you continuing to raise funds toward this effort?*
- *If so, describe the steps you're putting in place to reach your goal(s).*
- *If not, describe how you're keeping the project going financially.*

Since its inception, PCF has sustained itself almost entirely on the financial contributions of member organizations and a few local donors. Each member organization does contribute financially, but PCF does not have a set of fundraising goals to grow these efforts in the long-term beyond year-over-year needs. We believe that the Vision 2030 Framework provides an avenue to create such goals. Because the project is such a close match with PCF's core purpose to create positive, lasting change, the Vision 2030 initiative is a natural rallying cry for fundraising that can be directed to the collaboration itself or to any of the member institutions. Long-term fundraising support for the backbone collective would come from three sources:

- Member organizations themselves will make annual contributions
- Fundraising through PCF for project-based collective impact work
- City-wide sponsorship and social entrepreneurship projects that allow funds to be reinvested back into the collective.

#### **Future Strategic Direction (150 word limit; currently 145)**

- *Where is your organization or initiative heading in the next three to five years?*
- *How does the proposed work help get you there?*

After more than a decade of incremental progress, community members see an opportunity for rapid and wide-reaching impact. The current culture of collaboration is largely dependent on relationships of many of the leaders of large institutions. The Pomona Mayor and City Council have turned over in recent election cycles, and there exists a window of opportunity to institutionalize and solidify those resilient

Ballmer Group  
Online Proposal Template  
January 2020

*Final Narrative Submission*

and collaborative aspects of Pomona that have emerged organically through the necessity of collective action. As leadership and circumstances change the City and its communities and institutions will be facing different circumstances. The work outlined in this proposal captures an opportune moment in time and solidifies it into a concrete program of the PCF with a set of clearly defined parameters, expectations and methodology around creating and inclusive dialogue between institutions and City residents that can continue to serve as a “North Star.”



**EXHIBIT B**

EXPENSES	GRANT FUNDS	DESCRIPTION
Childhood - CANS training and infrastructure for basic services	\$ 15,000	Expenses required to train additional staff in the CANS assessment tool; and Support for developing infrastructure, execution and long-term planning around caregiver instability, basic needs, service provision for grandparents and other child/family challenges that have emerged with the crisis.
Childhood - Telehealth and distance education	\$ 63,000	Support for developing technology infrastructure for telehealth and distance learning for clients of Tri-City and Pomona children and families lacking high-speed internet access. With mental health services increasingly moving online as a result of the COVID-19 crisis, Tri-City will need to devote resources to developing and longer-term infrastructure for Telehealth beyond the immediate crisis.
Early Adulthood - Bright Prospect Project Lead	\$ 78,000	\$60,000 salary + benefits (calculated at 30%): Position will be largely dedicated to building connections among youth and young adult serving educational institutions and organizations to ensure that vulnerable students are able have basic needs met in service of broader educational goals. The role that this position plays will transition to one of facilitation and long-term planning for a coordinated effort among educational institutions as the recovery progresses
Adulthood - Fairplex Project Lead	\$ 78,000	\$60,000 salary + benefits (calculated at 30%): Position will work with City of Pomona, business groups, housing advocate and developers to explore the core questions of equitable development in the City of Pomona. This position will initially be focused on supporting broad economic recovery efforts in the City of Pomona, but will transition to long-term planning and developing infrastructure for collaboration around economic development strategies among business, government and community
Data Director	\$ 85,000	Reflects fee for one year of project-based data collection, analysis and consulting for the Claremont Evaluation Center; focus of project will be on evaluating existing data systems and exploring new systems for long-term planning light of COVID-19 response and recovery
Recovery and Planning Activities and Infrastructure within PCF	\$ 56,000	During the COVID-19 Crisis under way in Pomona, the PCF is emerging as a community resource for activating community activism, pooling resources and fostering public-private collaborations. Allocated funds will be used to support and help plan for this transition as it leads from Recovery into long-term planning activities, including online convenings and fostering communication and collaboration
PLN cohort special project expenses	\$ 25,000	Special project funding to support PLN cohort groups execution of projects that related to Recovery from COVID-19, leading into planning phases of Vision 2030.
<b>TOTAL</b>	<b>\$ 400,000</b>	

**From:** [Ballmer Group](#)  
**To:** [Neel Garlapati](#)  
**Cc:** [nadiaf@ballmergroup.com](mailto:nadiaf@ballmergroup.com); [joannac@ballmergroup.com](mailto:joannac@ballmergroup.com); [megand@ballmergroup.com](mailto:megand@ballmergroup.com); [grantsmanagement@ballmergroup.com](mailto:grantsmanagement@ballmergroup.com)  
**Subject:** Funding Recommendation: Pomona Community Foundation for Request # 20171022  
**Date:** Wednesday, June 17, 2020 9:28:03 AM

---

Dear Neel,

We are pleased to inform you that Ballmer Group has recommended to Goldman Sachs Philanthropy Fund (GSPF), a donor-advised fund where we maintain an account, that it make a gift of \$400,000.00 to Pomona Community Foundation for Planning Grant - Pomona Vision 2030. GSPF will perform its own review of the recommendation, and GSPF retains decision making authority to act in accordance with its policies and charitable purpose. As such, we do not enter into any agreements with you regarding this recommendation or any resulting funding. Please note that this communication serves as your formal notification of this recommendation. The next step will be for GSPF to notify you upon their review and decision. Neither this letter nor our recommendations represent or constitute a legally enforceable pledge or obligation.

#### RECOMMENDATION DETAILS

ID Number: 20171022  
Term: 6/1/2020 - 12/31/2021  
Recommended Total Amount: \$400,000.00  
Your primary contact: Nadia Funn - [NadiaF@ballmergroup.com](mailto:NadiaF@ballmergroup.com)

#### PAYMENT DETAILS

Upon approval, GSPF will disburse payment directly to you in accordance with its policies and guidelines. GSPF may reach out to you confirm details that relate to issuing payment to you. Please allow for 7-10 business days for processing.

We have recommended the following payment schedule:

6/5/2020: \$400,000

#### REPORTING

Please login to our application and reporting portal (<http://protect-us.mimecast.com/s/nXEsCv2zD814lO8fOX10w>) to view any further action items within the Requirements Tab.

We have established the following reporting schedule:

7/30/2021: Final Report

#### COMMUNICATIONS

With this recommendation, we reserve the right to publicize details of this funding upon approval by GSPF, unless you notify Ballmer Group in writing otherwise. We will make reasonable effort to give you the opportunity to review in advance any public announcement made by Ballmer Group in connection with this funding. Any publicity or external communications that make reference to this recommendation and funding must first be reviewed and approved by Ballmer Group's Communications Officer, Megan Davies, at [megand@ballmergroup.com](mailto:megand@ballmergroup.com).

You'll hear from us within the next week, should there be a delay in our recommendation.

If you have any questions, please email a member of our Grants Management Team at [grantsmanagement@ballmergroup.com](mailto:grantsmanagement@ballmergroup.com).

Best wishes in carrying out this important work.

**From:** [Nadia Funn](#)  
**To:** [Neel Garlapati](#)  
**Cc:** [Cielo Castro](#); [Miguel A. Santana](#)  
**Subject:** Congratulations  
**Date:** Monday, June 15, 2020 10:48:56 AM

---

Good Morning Neel,

I hope you and your family had a nice weekend. I'm writing to share that the grant amendment to support Pomona's Vision: 2030 has been approved—Congratulations! You should be contacted by the Goldman Sachs Philanthropy Fund in the coming week to verify payment details. As always, please let me know if you have any questions.

Have a great week!

Best,

**Nadia Funn**

Portfolio Manager – Los Angeles  
(213) 204-2680 | Los Angeles, CA  
[NadiaF@ballmergroup.com](mailto:NadiaF@ballmergroup.com)





Pomona Vision 2030: Childhood Planning Phase  
Scope of Work for the Pomona Community Foundation  
Submitted by Tri-City Mental Health Authority  
July 7, 2020

### Project Summary

The Pomona Community Foundation has received approval from Ballmer Group on a grant proposal to develop a long-term plan around collective impact to improve outcomes in the City of Pomona. This grant project, called Pomona Vision 2030, is an eighteen-month project intended to develop a set of metrics that residents and community groups in the City of Pomona can organize around to work collectively towards improved outcomes for all residents over a period of ten years. The project is intended to support Pomona residents at each of three critical life cycle stages: Childhood, Early Adulthood and Adulthood. A nonprofit organization in the City of Pomona will serve as the lead agency helping to facilitate and drive a collective decision-making process for metrics that pertain to each life cycle stage. The childhood life cycle stage includes key issues, such as: addressing family stability, housing security, emotional wellness, and active community engagement in order to increase the likelihood of successful educational achievement. Tri-City Mental Health Authority (Tri-City) will serve as the lead agency, in partnership with Pomona Unified School District (PUSD), to target the Childhood life cycle stage, and will enter into a contract with the Pomona Community Foundation to provide these services.

### Contracted Duties and Responsibilities

Tri-City will work in collaboration with the Pomona Unified School District, to survey, assess and address the individual, family, social and community needs and strengths of PUSD students in elementary and middle school. Needs and areas of risk for Pomona children and families in this demographic will be identified using the Child and Adolescent Needs and Strengths assessment tool and Tri-City and PUSD will coordinate and implement, along with other relevant community service agencies, programming and services that serve to address areas of risk and concern. Further, Tri-City and PUSD will work to develop a community network that facilitates prompt and efficient access to myriad resources that will improve family stability, foster students and families' resilience, and build on the strengths of children and their families.

In particular response to the ongoing threat of and societal response to COVID-19, over the upcoming school year Tri-City and PUSD will attend to the immediate needs of children and families by:

- supporting health and safety in the home in order to reduce the likelihood of contracting and/or spreading infection;

**Administrative Office** / 1717 North Indian Hill Boulevard, Suite B, Claremont, CA 91711-2788 / 909.623.6131 *p* / 909. 623.4073 *f*

**Main Clinical Office** / 2008 North Garey Avenue, Pomona, CA 91767-2722 / 909.623.6131 *p* / 909.865-9281 *f*

**Clinical Office / Children** / 1900 Royalty Drive, Pomona, CA 91767 / 909.784.3200 *p* / 909.865.0730 *f*

**Wellness Center** / 1403 North Garey Avenue, Pomona, CA 91767 / 909.242.7600 *p* / 909.242.7691 *f*

**MHSA Office** / 2001 North Garey Avenue, Pomona, CA 91767 / 909.325.4600 *p* / 909.326.4690 *f*

[www.tricitymhs.org](http://www.tricitymhs.org)

*Founded by Pomona, Claremont and La Verne in 1960*

- address technology access to ensure successful distance learning experiences; and
- ensure that students, parents and families can easily and consistently participate in telehealth mental health services as needed.

Tri-City and PUSD will regularly engage PUSD students, parents and city stakeholders in discussion and review sessions to ensure that its programming and network of resources is widely accessible and, is in fact serving to stabilize and strengthen children and their families across various life functioning domains.

Specifically, Tri-City in partnership with PUSD will:

1. Conduct data collection using the Child and Adolescent Needs and Strengths (CANS) survey.
2. Create and implement a community network of partners to assist in the remediation of needs and enhancement of strengths identified through data collection.
3. Memorialize the collaboration for the 10-year period and beyond as it relates to a community wide system of support for the overall wellbeing and educational success of Pomona's children.

### Work Plan

Tri-City proposes to enter into contract with the Pomona Community Foundation as of July 1, 2020 for a period of 18 months to provide services in collaboration with PUSD and other community entities towards the following broad objectives:

- Use existing and new data tools to identify the needs and risks threatening the caregiver, housing, and educational stability of PUSD students in elementary and middle school grades.
- Using these same data tools with the same population to identify those strengths that promote resilience and successful academic achievement.
- Develop protocols and city wide network of relevant agencies, including Tri-City and PUSD, that will provide resources to address students' and families' emergency needs; plan programming and services for short-term stabilization of functioning; develop strategies for student, family and city stakeholder involvement to support long-term civic and community engagement and increase likelihood of lifelong achievement and success .
- Assess and develop an overview of the technological needs of the identified population of PUSD students and partner with relevant businesses and organizations to provide the resources needed to ensure students can engage and succeed in distance learning during school year 2020-21.

**Administrative Office** / 1717 North Indian Hill Boulevard, Suite B, Claremont, CA 91711-2788 / 909.623.6131 [p](#) / 909. 623.4073 [f](#)

**Main Clinical Office** / 2008 North Garey Avenue, Pomona, CA 91767-2722 / 909.623.6131 [p](#) / 909.865-9281 [f](#)

**Clinical Office / Children** / 1900 Royalty Drive, Pomona, CA 91767 / 909.784.3200 [p](#) / 909.865.0730 [f](#)

**Wellness Center** / 1403 North Garey Avenue, Pomona, CA 91767 / 909.242.7600 [p](#) / 909.242.7691 [f](#)

**MHSA Office** / 2001 North Garey Avenue, Pomona, CA 91767 / 909.325.4600 [p](#) / 909.326.4690 [f](#)

[www.tricitymhs.org](http://www.tricitymhs.org)

*Founded by Pomona, Claremont and La Verne in 1960*

- Conduct quarterly discussion and review sessions with PUSD students, parents/families, and city stakeholders to create a community wide shared understanding of best practices that promote stability and good quality of life for children and families in Pomona, promote high educational achievement and increase the likelihood of lifelong economic and housing security for Pomona's residents.

### Budget

\$78,000 for 18 months (July 1, 2020 to December 31, 2021) to support the activities laid out in this scope of work.

### Payment

Payment can be mailed to:

Diana Acosta, Chief Financial Officer  
Tri-City Mental Health Authority  
Attn: Pomona Vision 2030  
1717 N. Indian Hill Blvd, Suite B  
Claremont CA 91711

### Contact/More Information

Antonette (Toni) Navarro, LMFT  
Executive Director  
Tri-City Mental Health Authority  
[anavarro@tricitymhs.org](mailto:anavarro@tricitymhs.org)  
(909) 623-6131

**Administrative Office** / 1717 North Indian Hill Boulevard, Suite B, Claremont, CA 91711-2788 / 909.623.6131 *p* / 909. 623.4073 *f*

**Main Clinical Office** / 2008 North Garey Avenue, Pomona, CA 91767-2722 / 909.623.6131 *p* / 909.865-9281 *f*

**Clinical Office / Children** / 1900 Royalty Drive, Pomona, CA 91767 / 909.784.3200 *p* / 909.865.0730 *f*

**Wellness Center** / 1403 North Garey Avenue, Pomona, CA 91767 / 909.242.7600 *p* / 909.242.7691 *f*

**MHSA Office** / 2001 North Garey Avenue, Pomona, CA 91767 / 909.325.4600 *p* / 909.326.4690 *f*

[www.tricitymhs.org](http://www.tricitymhs.org)

*Founded by Pomona, Claremont and La Verne in 1960*

Scope of Work for  
**Pomona Community Foundation**  
**Pomona Vision 2030: Early Adulthood Planning Phase**  
Submitted by  
**Bright Prospect**

July 7, 2020

**Project Summary**

With support from Ballmer Group, the Pomona Community Foundation will develop a long-term plan around collective impact to improve outcomes in the City of Pomona. This grant project, called Pomona Vision 2030, is an 18-month project intended to develop a set of metrics that resident and community groups in the City of Pomona can mobilize around to work collectively toward improved outcomes for all residents over a period of 10 years. The project is intended to support Pomona residents at each of three critical life cycle stages: Childhood, Early Adulthood, and Adulthood. A nonprofit organization in the City of Pomona will serve as the lead agency to help facilitate and drive a collective decision-making process for metrics that pertain to each life cycle stage. For the Early Adulthood life cycle stage, Bright Prospect will serve as the lead agency and enter into a contract with the Pomona Community Foundation to provide these services.

**Contracted Duties and Responsibilities**

Bright Prospect empowers high-potential, low-income students to gain admission to, succeed in, and graduate from college. We accomplish this by providing a comprehensive counseling and support system throughout our students' high school and college years. A staff member will plan a scaffolding system to connect efforts around high school graduation, college matriculation, and career certification. Bright Prospect will help facilitate solidified pathways for Pomona students with Mt. San Antonio College and Cal Poly Pomona; along with supporting opportunities through The Learning Centers at Fairplex to ensure that students have clear pathways to post-secondary education and post-high school careers.

Bright Prospect agrees to:

1. Support staff capacity to build connections among youth and young adult serving educational institutions and organizations, for the purpose of ensuring that vulnerable students are able to have basic needs met in service of broader educational goals.
2. Support staff capacity to facilitate and plan long-term for a coordinated effort among educational institutions.
3. Memorialize the collaboration for the 10-year period and beyond.

**Work Plan**

Bright Prospect plans to enter into contract with the Pomona Community Foundation as of July 1, 2020 for a period of 12 months to provide services in collaboration with other community entities toward the following broad objectives:



- Work in collaboration to develop a set of metrics that indicates success across each of the three life cycle stages (Childhood, Early Adulthood, and Adulthood).
- Work in collaboration to develop an infrastructure to define the collaboration's core values, accountability, governance, and internal working teams to ensure successful implementation.
- Work in collaboration to develop an initial data landscape for the City of Pomona.
- Use social media and digital communications to liaise best practices and resources for economic and community development services and opportunities.

**Budget**

\$78,000 for 12 months (July 1, 2020 to June 30, 2021) to support the activities laid out in this scope of work.

**Payment**

Payment can be mailed to:

Elizabeth Zamora, Executive Director  
Bright Prospect  
1460 E. Holt Ave. Ste. 74  
Pomona, CA 91767

**Contact Information**

Elizabeth Zamora, Executive Director  
[elizabeth@brightprospect.org](mailto:elizabeth@brightprospect.org)  
(909) 623-9007 x200

## Pomona Vision 2030: Adulthood planning phase

*Scope of Work for the Pomona Community Foundation*

*July 8, 2020*

---

### **Project Summary**

The Pomona Community Foundation has received approval from Ballmer Group on a grant proposal to develop a long-term plan around collective impact to improve outcomes in the City of Pomona. This grant project, called Pomona Vision 2030, is an eighteen-month project intended to develop a set of metrics that residents and community groups in the City of Pomona can organize around to work collectively towards improved outcomes for all residents over a period of ten years. The project is intended to support Pomona residents at each of three critical life cycle stages: Childhood, Early Adulthood and Adulthood. A nonprofit organization in the City of Pomona will serve as the lead agency helping to facilitate and drive a collective decision-making process for metrics that pertain to each life cycle stage. For the adulthood life cycle stage, which includes key issues such as housing, economic development and wellness and recreation, Fairplex will serve as lead agency and enter into a contract with the Pomona Community Foundation to provide these services.

### **Contracted Duties and Responsibilities**

Fairplex will work in collaboration with the City of Pomona, the Pomona Chamber of Commerce and other Pomona land and business owners to assess and evaluate the state of housing, employment and recreation opportunities in the City. As businesses come to Pomona and property values rise, the City's unique civic and institutional leadership is willing and able to implement a regime of inclusive economic development. Fairplex will work with city stakeholders to ensure that a clear accountability structure is in place around that development.

Specifically, Fairplex will:

1. Support data collection and participation for businesses, government entities, housing developers, residents and nonprofit organizations;
2. Create and execute an outreach and communication plan with these entities; and
3. Memorialize the collaboration for the 10-year period and beyond as it relates to institutions in the City that do work on economic develop, jobs, housing, recreation and wellness.

### **Work Plan**

Fairplex proposes to enter into contract with the Pomona Community Foundation as of July 1, 2020 for a period of 12 months to provide services in collaboration with other community entities towards the following broad objectives:

- Use existing and new data systems to identify the most at-risk populations and community-based organizations in Pomona as the city deals with significant economic challenges.
- Develop a set of metrics that indicates success in economic and community recovery across each of the three life cycle stages.
- Develop an infrastructure for prioritizing and addressing emergency needs, short-term recovery efforts and long-term capacity building among institutions.
- Develop an initial data landscape for the City of Pomona

# FAIRPLEX

- Work with local partners in community health, wellness, economic development, local government and education to create a coordinated and widely accessible set of communications that promote best practices in public health, information about economic recovery opportunities and access to services.

**Budget:** \$78,000 for 18 months (July 1, 2020 to December 31, 2021) to support the activities laid out in this scope of work.

**Payment:** Payment can be made by check or wire transfer

*Via check:*

Walter Marquez, Vice President of Finance  
Fairplex  
Attn: Pomona Vision 2030  
1101 W. McKinley Ave  
Pomona CA 91768

*Wire transfer instructions:*

Wire Transfer Information to be provided upon request

**Contact/More Information:** Neel Garlapati, Fairplex | [garlapati@fairplex.com](mailto:garlapati@fairplex.com) | 909.525.6477



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

**DATE:** July 15, 2020

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

**FROM:** Toni Navarro, LMFT, Executive Director

**BY:** Rimmi Hundal, Director of MHSA & Ethnic Services

**SUBJECT:** Approval of Resolution No. 539 Approving an Affiliation Agreement for Student Field Placement with Azusa Pacific University through its Department of Social Work, and Authorizing the Executive Director to Execute the Agreement and any Amendments thereafter

---

Summary:

Tri-City Mental Health Authority (TCMHA) has been a field placement agency for the Master's in Social Work graduate program for more than ten years. Azusa Pacific University (APU) and TCMHA have collaborated over the past several years. TCMHA wishes to renew the Affiliation Agreement with APU, for TCMHA to provide field-based learning environment for MSW student interns to develop knowledge and skills by bridging academic course work with real world practice experience. The Affiliation Agreement between APU and TCMHA, effective August 1, 2020 through May 31, 2023, is presented to the Governing Board for its approval.

Background:

Master's in Social Work Field Internship has been integral in preparing future clinical social workers. This is cost-effective means in the development, recruitment, training, and retention strategy for TCMHA clinical workforce. MSW students during their internship gain training and skills in becoming future clinical social workers as they become familiar with the policy, procedures and operations of Tri-City. TCMHA benefits over the course of each academic year to support programming at the Wellness Center, School Counseling Services (e.g. Bonita Unified School District), and outpatient clinical services.

Fiscal Impact:

The fiscal impact is minimal. The MOU continues the work done in prior years. No Additional funds are requested from Tri-City Mental Health with the approval of this MOU. Existing allocations continue to support general program operations, materials cost, general liability, mileage, and portion of MSW Student Intern's contractual hours for services provided beyond the requirements of each graduate program's field curriculum hours.

**Governing Board of Tri-City Mental Health Authority**  
***Approval of Resolution No. 539 Approving an Affiliation Agreement for Student Field Placement with Azusa Pacific University through its Department of Social Work, and Authorizing the Executive Director to Execute the Agreement and any Amendments thereafter***

**July 15, 2020**

**Page 2**

Recommendation

Staff recommends that the Governing Board Adopt Resolution No. 539 approving an Affiliation Agreement with Azusa Pacific University, and authorizing the Executive Director to execute the agreement and any amendments thereafter.

Attachment

*Attachment 6-A:* Resolution No. 539 - DRAFT

*Attachment 6-B:* Azusa Pacific University Affiliation Agreement

**RESOLUTION NO. 539**

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING AN AFFILIATION AGREEMENT FOR STUDENT FIELD PLACEMENT WITH AZUSA PACIFIC UNIVERSITY THROUGH ITS DEPARTMENT OF SOCIAL WORK, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY AMENDMENTS THEREAFTER**

**The Governing Board of the Tri-City Mental Health Authority (“Authority”) does resolve as follows:**

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

A. Tri-City Mental Health Authority (“Authority or TCMHA”) desires to train Azusa Pacific University (APU) social work students for social work experience at TCMHA locations or at any place or location; at any time as deemed necessary and appropriate; and in such numbers as agreed, so long as the internship services are provided within the manner outlined in the Affiliation Agreement for Student Field Placement.

B. The Authority affirms that the Azusa Pacific University and its Department of Social Work are an independent contractor and not an employee, agent, joint venture or partner of Tri-City. The Agreement does not create or establish the relationship of employee and employer between APU and TCMHA.

C. The Authority affirms that APU students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement during their school calendar year, and are not employees, agents, joint venture or partners of TCMHA; and that APU or Student shall neither solicit remuneration nor accept any fees or commissions from any third party in connection with the internship provided to TCMHA under this Agreement without the expressed written permission of TCMHA.

**2. Action**

The Governing Board approves the Affiliation Agreement with Azusa Pacific University for Student Field Placement, effective August 1, 2020 through May 31, 2023; and authorizes the Authority’s Executive Director to enter into, and execute the Agreement and any amendments or extensions of such Agreement.

**3. Adoption**

PASSED AND ADOPTED at a regular meeting of the Governing Board held on July 15, 2020, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
ROBIN CARDER, CHAIR

APPROVED AS TO FORM:  
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:  
MICAELA OLMOS, RECORDING SECRETARY

By: \_\_\_\_\_

By: \_\_\_\_\_

## AFFILIATION AGREEMENT

This agreement is entered into by and between Azusa Pacific University through its Department of Social Work ("University") and the following organization ("Organization"):

<b>FULL LEGAL NAME OF ORGANIZATION:</b> TRI-CITY MENTAL HEALTH AUTHORITY		
<b>BUSINESS ADDRESS:</b> 1717 N. INDIAN HILL BOULEVARD, SUITE B		
<b>CITY:</b> CLAREMONT	<b>STATE:</b> CA	<b>ZIP:</b> 91711

**WHEREAS:**

- the University has a curriculum in Social Work;
- field experience is a required and integral component of the University's Social Work curriculum;
- the University desires the cooperation of Organizations in the development and implementation of the field experience phase of its Social Work curriculum;
- the Organization recognizes its professional responsibility to participate in the education of the University's Social Work students; and
- the Organization wishes to join the University in development and implementation of a field program for Social Work students ("Program").

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein, the University and the Facility enter into this agreement ("Agreement") on the terms and conditions set forth below.

**I. The University and the Organization mutually agree:**

- A. To cooperate in establishing the educational objectives for the field experience and devising methods for their implementation (together referred to as the "Program"), and to continually evaluate the Program to determine the effectiveness of that experience.
- B. To make no distinction among students covered by this Agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran or any other classifications protected by the laws of the United States of America and the State of California.
- C. That the students will be in a learning situation and that the primary purpose of the placement is for the students' learning. It is further understood that the student shall not at any time replace or substitute for any Organization employee. Nor shall student perform any of the duties normally performed by an employee of the Organization except such duties as are a part of his or her training and are performed by the student under the direct supervision of an Organization employee.

**II. The University agrees:**

- A. To appoint a faculty member as the Field Education Director for the Program and to administer the University's responsibilities related to it.
- B. To notify the Organization Liaison and the Organization, at a time mutually agreed upon, of its planned schedule of student assignments, including the name and academic preparation of the student. The Field Education Director shall negotiate internship assignments and prepare students for placement with field organizations.

- C. To advise assigned students that they will be subject to the Organization’s policies, procedures, organizational protocols, rules and regulations and all reasonable directions given by qualified Facility Personnel while providing services pursuant to this Agreement.
- D. To advise assigned students that they will be subject to the Organization’s rules related to security and protection of the Organization’s Protected Health Information (“PHI”), and that they may not, therefore, either retain PHI outside of the Organization or disclose PHI to anyone outside of the Organization, except as required by law. The University shall advise students that, for purposes of compliance with the Health Insurance and Portability Accountability Act (“HIPAA”), students are considered “work force members,” defined as individuals who are given access to the Organization’s PHI, and that PHI means any information, whether oral or recorded in any form or medium, created or received by students and: (i) that relates to the past, present or future physical or mental condition of the patient; the provision of health care to the patient; or the past, present or future payment for the provision of health care to the patient; and (ii) that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the patient and shall have the same meaning as the term “protected health information” defined in the Code of Federal Regulations (45 CFR § 164.501).
- E. To assume responsibility for assuring compliance with applicable educational standards as required by the Council on Social Work Education, and to oversee required academic and instructional content of the Program. The Field Education Director shall be responsible for academic oversight of the Program on the University’s behalf, which shall include (1) designing an orientation session for all Organization Liaisons to discuss educational objectives of field placement and objectives of the Program; (2) maintaining continuous contact with students and Organization Liaisons in order to assess student field performance and to assign a final grade; (3) providing Organization Liaisons with course outlines, field work evaluation forms, and other pertinent material; and (4) ensuring Organization compliance of field supervision mandates commensurate to student education levels.
- F. To supply the Organization Liaison with appropriate forms to be used in evaluating the performance of assigned students. The Field Education Director shall make visits at least twice per year to the Organization in order to determine and assure that the Program’s educational objectives are being met, and to intervene when difficulties arise.
- G. To seek Organization and student input regarding Field Education curriculum content. The Field Education Director shall facilitate communication as necessary for this process.
- H. The Organization has authority to suspend or terminate any student from the field internship assignment if, in the Organization’s judgment, the student’s conduct or behavior violates the Organization’s rules of conduct or otherwise threatens the health, safety or welfare of any clients, invitees or employees at Organization. Notices of such withdrawal shall be in writing to the University and shall state the reason for the withdrawal.

**III. The Organization agrees:**

- A. To designate as Organization Liaison the staff member responsible for supervision of assigned students, the planning and implementation of the field experience, and communications with the University. The staff member so designated shall meet the appropriate legal and regulatory criteria established for supervising Social Work students and be provided by the Organization with this Agreement. In the absence of the staff member so designated, a suitable alternate person will be designated and available.
- B. To provide the Organization Liaison with sufficient time to supervise, plan and implement the field experience including, when feasible, time to attend field instructor training meetings and conferences, and to allow the Organization Liaison adequate time to devote to student instruction in the Program.



- C. To publish or communicate to the University the requirements, expectations and objectives the Organization may have for the Program, to advise the University of any changes in its personnel, operation or policies which may affect field experiences, and to provide each assigned student with a copy of the Organization's existing pertinent rules and regulations with which the student is expected to comply.
- D. To determine the number of students which the Organization can accommodate and accept during an academic year.
- E. To provide assigned workspace and office equipment, supplies, and physical facilities for participation in the Program, and to allow and encourage assigned students to participate in the Organization to the greatest extent possible, to facilitate the learning process. This shall include giving students access to records and maximizing students' participation in Organization staff meetings, case conferences, and other appropriate activities to the extent permitted by state and federal law. Organization shall also make available organizational resources and other printed material to meet learning objectives.
- F. To evaluate the performance of assigned students on a regular basis using the evaluation form supplied by the University and to promptly forward to the University the completed evaluation, no later than one (1) week following the conclusion of each student's field assignment with the Organization.
- G. To advise the University, at least by mid-term, of any serious deficiency noted in the ability of an assigned student to progress toward achievement of the stated objectives of the Program. It will then be the mutual responsibilities of the Organization Liaison and the Field Education Director to devise a plan by which the student may be assisted to achieve the stated objectives.
- H. To permit, on reasonable request, the inspection of the facilities, services available for learning experiences, student records, and such other items pertaining to the Program by the University, as well as by organizations charged with the responsibilities for accreditation of the University's Social Work degree programs.
- I. To comply with all Federal, State and local laws and ordinances concerning the confidentiality of student records and not to disclose student records except to University and Organization officials who have a legitimate need to know consistent with their official responsibilities.
- J. The University has authority to terminate the participation of a student in the Program if the student violates the provisions of the APU Department of Social Work Field Manual ("Manual") or the National Association of Social Workers (NASW) Code of Ethics. The University shall have full responsibility for the conduct of any student disciplinary proceedings.

#### **IV. GENERAL TERMS AND CONDITIONS:**

- A. **Insurance.** Each party to this Agreement shall provide and maintain Workers' Compensation including Employer's Liability insurance as required under the laws of the State of California. In addition, each party shall provide and maintain at its own expense a program of insurance covering its activities and operations hereunder with respect to the negligent acts or omissions of itself, its employees, agents, and/or students. Such program of insurance shall include, but not be limited to, comprehensive general liability and professional liability. The general liability insurance shall have a minimum coverage of \$1,000,000 and \$3,000,000 aggregate. The professional liability insurance shall carry a single limit of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
- B. **Status of Students.** The employment status of students and the responsibility for insurance coverage for student activities depends upon the status of the students as set forth below:
  - a. **Students Participating in Unpaid Internship not at Student's Place of Employment:** It is understood by the parties that the University's students are fulfilling specific requirements for clinical experiences as part of a

degree requirement, and therefore, the University’s students do not thereby become employees or agents of University or Facility by virtue of their clinical training. The University shall be responsible for providing general liability and professional liability coverage for such students, pursuant to Section IV.A (Insurance) of this Agreement.

- b. Students Participating in Unpaid Internship at Student’s Place of Employment: It is understood by the parties that the University and Facility shall keep the clinical training and work duties of the University’s students strictly separate. The University shall be responsible for providing general liability and professional liability coverage for such students’ clinical training, pursuant to Section IV.A (Insurance) of this Agreement, and the Facility shall be responsible for providing insurance coverage for such students’ activities as an employee.
- c. Students Participating in Paid Internship: If the University’s students are provided with a nominal stipend from the Facility intended to reimburse them for estimated expenses related to their clinical training, the University’s students do not thereby become employees or agents of the Facility, and the University shall be responsible for providing general liability and professional liability coverage for such students pursuant to Section IV.A (Insurance) of this Agreement; however, Facility shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University’s students are paid by the Facility for their services, then they become employees of the Facility, and Facility is responsible for all employee obligations and for insuring the activities of such students, notwithstanding Section IV.A (Insurance) of this Agreement.

Facility is at all times responsible for care and supervision of its patients.

- C. ***Length of Term.*** This Agreement shall be effective for a period of **three (3) years** when executed by both parties. This Agreement may be terminated by either party effective as of the end of an academic year (May 31) upon at least ninety (90) days’ written notice by the terminating party. Should notice of termination be given, students assigned to the Organization shall be allowed to complete any previously scheduled field assignment then in progress at the Organization. Notice of termination to the Organization shall be directed to the designated Field Education Director.
- D. ***Waivers and Modifications.*** No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and executed by each of the parties hereto.
- E. ***Third-Party Beneficiary Rights.*** This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this Agreement.
- F. ***Notices.*** All notices pursuant to this Agreement shall be directed as follows:

<p><u>To the University:</u> Department of Social Work/Field Education Azusa Pacific University P.O. Box 7000, 901 East Alostia Avenue Azusa, California 91702 Fax: (626) 815-3861</p> <p><u>(With a copy to):</u> Office of General Counsel Azusa Pacific University P.O. Box 7000, 901 East Alostia Avenue Azusa, California 91702 Fax: (626) 334-0718</p>	<p><u>To the Organization:</u></p> <p><b>ATTN:</b> <u>Executive Director</u></p> <p><b>Organization Name:</b> <u>Tri-City Mental Health Authority</u></p> <p><b>Address:</b> <u>1717 N Indian Hill Boulevard, Suite B</u> <u>Claremont, CA 91711</u></p> <p><b>Fax:</b> <u>(909) 623-4073</u></p>
--	---



Any notice or communication shall be deemed to have been given and received: (i) in the case of personal service, on the day of delivery; (ii) in the case of air courier, two days after the day of delivery; (iii) on the third business day after having been sent by registered or certified mail, return receipt requested, with written verification of receipt; and (iv) in the case of facsimile, on the next business day after having been sent by facsimile, with written verification of receipt, provided that a copy of such notice also is sent by registered or certified mail. The address to which notices and demands shall be delivered or sent may be changed from time to time by notice served by a party upon the other party in accordance with this Agreement.

- G. **Assignment.** This Agreement or any part hereof shall not be assigned or otherwise transferred by any party without the prior written consent of the other parties.
- H. **Relationship of Parties.** The parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture, employment, or relationship between any of the parties and no party shall have the authority to bind another party in any respect.
- I. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- J. **Entire Agreement.** This Agreement shall constitute the final, complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by or between either parties.
- K. **Copies of Agreement.** Email and fax versions of signed affiliation agreement will be considered legally valid.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement and warrant that they are officially authorized to so execute for their respective parties to the contract.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

<p><b><u>ORGANIZATION:</u></b></p> <p>_____</p> <p>Signature</p> <p>By: <u>Antonette Navarro</u></p> <p>Its [official title]: <u>Executive Director</u></p>	<p><b><u>UNIVERSITY:</u></b></p> <p>_____</p> <p>Signature</p> <p>By: Froylana Heredia-Miller, MSW, LCSW</p> <p>Its [official title]: Director, Field Education</p>
---	---

**MAIL/DELIVER THIS FORM TO:** Department of Social Work/Field Education  
Azusa Pacific University  
P.O. Box 7000, 901 E. Alostia Avenue  
Azusa, California 91702-7000



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

**DATE:** July 15, 2020

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

**FROM:** Toni Navarro, LMFT, Executive Director

**SUBJECT:** Approval of Resolution No. 540 Approving the Short/Doyle Contract with The Los Angeles County Department of Mental Health (LACDMH); and Authorizing the Executive Director to Execute the Contract

---

Summary:

Tri-City Mental Health Authority (TCMHA) must contract with its local Mental Health Plan (MHP), LACDMH in order to be able to draw down federal and state matching funds for the provision of treatment to Medi-Cal recipients ages birth-older adult. The previous contract was in effect from July 1, 2017 to June 30, 2020. The attached contract begins July 1, 2020 and is in effect until June 30, 2021 and will have four automatic renewal periods without any further action. LACDMH requires Governing Board Resolution authorizing the Executive Director to execute the contract.

Background:

On behalf of the Center for Medicaid Services, the California Department of Health Care Services executes contracts with California's MHPs to be able to bill for and receive federal and state matching funds for services provided to Short/Doyle Medi-Cal recipients. In order to receive these matching funds, the two Mental Health Authorities (MHA) in California, Tri-City Mental Health Authority and the City of Berkeley, must execute Short/Doyle contracts with their respective area MHPs.

Tri-City's contract with LACDMH is strictly an agreement that ensures Tri-City will abide by all rules and regulations required of LACDMH as the MHP; and allows TCMHA the ability to bill for Medi-Cal and Medicare services. The contract does not include any funding directly from LACDMH to TCMHA.

Fiscal Impact:

With the execution of this contract, Tri-City will continue to be able to draw down federal and State matching funds for its clients who qualify for Short/Doyle Medi-Cal services.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 540 approving the Short/Doyle contract with LACDMH and authorizing the Executive Director to execute the contract.

**Governing Board of Tri-City Mental Health Authority**  
***Approval of Resolution No. 540 Approving the Short/Doyle Contract with the Los Angeles County Department of Mental Health (LACDMH); and Authorizing the Executive Director to Execute the Contract***  
**July 15, 2020**  
**Page 2**

Attachments

*Attachment 7-A: Resolution No 540 – DRAFT*

Attachment 7-B: Short/Doyle Contract with LACDMH Effective July 1, 2020

**RESOLUTION NO. 540**

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING THE SHORT/DOYLE CONTRACT WITH THE LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH (LACDMH); AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE CONTRACT**

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

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

A. Tri-City Mental Health Authority (“Authority or TCMHA”) desires to renew its Contract with the Los Angeles County Department of Mental Health (LACDMH) for the provision of Short/Doyle Medi-Cal services to children and adults for the period of July 1, 2020 through June 30, 2021. The Contract shall be automatically renewed four (4) additional periods without further action by LACDMH or TCMHA, unless either party desires to terminate it in accordance with Contract provision 8.42 (Termination for Convenience).

B. The First Automatic Renewal Period will be from July 1, 2021 through June 30, 2022; the Second Automatic Renewal Period will be from July 1, 2022 through June 30, 2023; the Third Automatic Renewal Period will be from July 1, 2023 through June 30, 2024; the Fourth Automatic Renewal Period will be from July 1, 2024 through June 30, 2025.

C. The Contract with LACDMH establishes that TCMHA will abide by all rules and regulations required of LACDMH as the MHP; allows TCMHA the ability to bill for Medi-Cal and Medicare services; and LACDMH does not provide any funding to TCMHA.

D. LACDMH requires a resolution from Tri-City’s Governing Board authorizing the Executive Director to sign the Contract.

**2. Action**

The Governing Board authorizes the Contract with LACDMH and authorizes the TCMHA Executive Director to complete and deliver any and all documents required or appropriate to sign and execute said Contract, and any amendments or extensions of such Contract.

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on July 15, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
ROBIN CARDER, CHAIR

APPROVED AS TO FORM:  
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:  
MICAELA P. OLMOS, RECORDING SECRETARY

By: \_\_\_\_\_

By: \_\_\_\_\_



**CONTRACT BY AND BETWEEN COUNTY  
OF LOS ANGELES  
AND**

**TRI-CITY MENTAL HEALTH AUTHORITY**

**DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY CONTRACT**

MH122130  
**Contract Number**

00066  
**Legal Entity Number**

506708  
**Vendor Number**

Tri-City Mental Health Authority

1717 N. Indian Hill Blvd, Suite B,

Claremont, CA 91711  
**Contractor Headquarters Address**

**Contractor Headquarters' Supervisorial District 1**

**Contractor Service Provision Supervisorial District(s) 1, 5**

**Mental Health Service Area(s) 3**

**OR Countywide \_\_\_\_\_**

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
<b>RECITALS .....</b>	<b>1</b>
<b>1 APPLICABLE DOCUMENTS .....</b>	<b>3</b>
1.1 Entire Contract .....	3
1.2 Exhibit A - Financial Exhibit (Financial Provisions).....	3
<b>2 DEFINITIONS/HEADINGS.....</b>	<b>3</b>
2.1 Definitions/Headings.....	3
<b>3 WORK .....</b>	<b>4</b>
3.1 Pursuant to provisions.....	4
3.2 If the Contractor provides .....	4
3.3 Description of Services/Activities.....	4
3.4 Maintenance Standards for Service Delivery Sites.....	5
3.5 Nondiscrimination in Services .....	5
3.6 Patients'/Clients' Rights.....	6
3.7 Reporting of Patient/Client Abuse and Related Personnel Requirements ..	7
3.8 Staffing .....	8
3.9 Staff Training and Supervision .....	8
3.10 Program Supervision, Monitoring and Review.....	9
3.11 Reports.....	10
<b>4 TERM OF CONTRACT .....</b>	<b>11</b>
4.1 Term.....	11
<b>5 FINANCIAL PROVISIONS.....</b>	<b>12</b>
5.1 Distribution of Payments.....	12
5.2 Default Method of Payment: Direct Deposit or Electronic Fund Transfer.	13
<b>6 ADMINISTRATION OF CONTRACT- COUNTY.....</b>	<b>13</b>
6.1 County Department of Mental Health Administration .....	13
6.2 Director of Mental Health.....	13
6.3 Contract Monitoring Manager .....	14
6.4 Contract Lead.....	14
<b>7 ADMINISTRATION OF CONTRACT-TRI-CITY.....</b>	<b>15</b>
7.1 Tri-City Administration .....	15
7.2 Tri-City's Contract Manager.....	15
7.3 Approval of Tri-City's Staff .....	15
7.4 Tri-City's Staff Identification.....	15



<u>PARAGRAPH</u>	<u>PAGE</u>
7.5	Background and Security Investigations..... 16
7.6	Confidentiality ..... 16
<b>8</b>	<b>STANDARD TERMS AND CONDITIONS ..... 18</b>
8.1	Amendments ..... 18
8.2	Assignment and Delegation/Mergers or Acquisitions ..... 18
8.3	Authorization Warranty ..... 19
8.4	Intentionally Omitted..... 19
8.5	Complaints ..... 19
8.6	Compliance with Applicable Law ..... 20
8.7	Compliance with Civil Rights Laws ..... 23
8.8	Compliance with the County's Jury Service Program ..... 23
8.9	Conflict of Interest..... 25
8.10	Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List ..... 27
8.11	Consideration of Hiring GAIN-GROW Participants ..... 27
8.12	Contractor Responsibility and Debarment ..... 27
8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law..... 30
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program..... 31
8.15	County's Quality Assurance Plan ..... 31
8.16	Intentionally Omitted..... 33
8.17	Employment Eligibility Verification ..... 33
8.18	Facsimile Representations ..... 34
8.19	Fair Labor Standards..... 34
8.20	Force Majeure ..... 34
8.21	Governing Law, Jurisdiction, and Venue ..... 35
8.22	Independent Contractor Status..... 35
8.23	Indemnification ..... 36
8.24	General Provisions for all Insurance Coverage ..... 36
8.25	Insurance Coverage ..... 41
8.26	Intentionally Omitted..... 42
8.27	Intentionally Omitted..... 42

<u>PARAGRAPH</u>	<u>PAGE</u>
8.28 Nondiscrimination and Affirmative Action .....	42
8.29 Non Exclusivity .....	45
8.30 Notice of Delays .....	45
8.31 Notice of Disputes .....	45
8.32 Notice to Employees Regarding the Federal Earned Income Credit .....	45
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law.....	46
8.34 Notices .....	46
8.35 Intentionally Omitted.....	47
8.36 Public Records Act.....	47
8.37 Publicity .....	48
8.38 Record Retention and Inspection-Audit Settlement.....	48
8.39 Recycled Bond Paper.....	55
8.40 Subcontracting .....	56
8.41 Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program .....	58
8.42 Termination for Convenience .....	58
8.43 Termination for Default.....	59
8.44 Termination for Improper Consideration.....	60
8.45 Termination for Insolvency .....	61
8.46 Termination for Non-Adherence of County Lobbyist Ordinance .....	62
8.47 Termination for Non-Appropriation of Funds .....	62
8.48 Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program .....	62
8.49 Time off for Voting .....	62
8.50 Validity.....	63
8.51 Waiver .....	63
8.52 Warranty Against Contingent Fees.....	63
8.53 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program.....	63
8.54 Compliance with County’s Zero Tolerance Policy on Human Trafficking..	64
8.55 Compliance with Fair Chance Employment Practices .....	64
8.56 Compliance with the County Policy of Equity .....	64
8.57 Prohibition from Participation in Future Solicitation(s) .....	65
<b>9 UNIQUE TERMS AND CONDITIONS .....</b>	<b>65</b>

PARAGRAPH

PAGE

9.1 Third Party Beneficiaries ... .....65

9.2 Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) ....65

9.3 Contractor Protection of Electronic County Information.....69

9.4 Technology Requirements.....70

9.5 Contractor’s Charitable Activities Compliance.....70

9.6 Data Destruction.....71

9.7 Local Small Business Enterprise (LSBE) Preference Program .....72

9.8 Social Enterprise (SE) Preference Program .....73

9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program.....74

9.10 Air or Water Pollution Requirements .....75

9.11 Contractor’s Exclusion From Participation In A Federally Funded Prgm ..75

9.12 Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76) .....77

9.13 Restrictions On Lobbying .....77

9.14 Disclosures.....78

9.15 Certification of Drug-Free Work Place .....80

9.16 Purchases .....80

**SIGNATURES .....83**

## Exhibits:

- 1.1 Exhibit A - Financial Exhibit (Financial Provisions)
  - 1.1.1 Exhibit A-1 - 1982-A Short-Doyle/Medi-Cal Monthly Claim for Reimbursement Treatment
  - 1.1.2 Exhibit A-2 Contractor Claims Certification for Title XIX Short-Doyle Medi-Cal and Title XXI Medicaid Children's Health Insurance Programs Reimbursements
- 1.2 Exhibit B - INTENTIONALLY OMITTED
- 1.3 Exhibit C - Statement(s) of Work (SOW) / Service Exhibit(s)
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibits G-1, G-2, G-3 - Acknowledgment of Confidentiality Agreement(s)
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law
- 1.10 Exhibit J - Definitions
- 1.11 Exhibit K - Attestation Regarding Federally Funded Programs
- 1.12 Exhibit L - Required Supplemental Documents
- 1.13 Exhibit M - Performance Standards and Outcome Measures Exhibit
- 1.14 Exhibit N - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.15 Exhibit O - Charitable Contributions Certification
- 1.16 Exhibit P - Ownership/Controlling Interest Disclosure
- 1.17 Exhibit Q - DMH Information Security Contract/Agreement Requirements
- 1.18 Exhibit R - Contractor's Compliance with Encryption Requirements
- 1.19 Exhibit S - Agreement for Acceptable Use and Confidentiality of County Information Assets
- 1.20 Exhibit T - Confidentiality Oath
- 1.21 Exhibit U - INTENTIONALLY OMITTED
- 1.22 Exhibit V - List of Other Government Contracts
- 1.23 Exhibit W - Electronic Data Transmission Trading Partner Agreement (TPA)

## **DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY CONTRACT**

This CONTRACT is made and entered into this **1st** day of **July, 2020**, by and between the County of Los Angeles, hereinafter referred to as County and Tri-City Mental Health Authority, also known as Tri-City Mental Health Authority, hereinafter referred to as "Tri-City" or "Contractor". Tri-City's Administrative Office is located at 1717 N. Indian Hill Blvd, Suite B, Claremont, CA 91711.

### **RECITALS**

WHEREAS, the County may contract with other government agencies for Mental Health Services when certain requirements are met; and

WHEREAS, Tri-City is a Joint Powers Agency established in 1960 by and between the Cities of Pomona, Claremont, and La Verne pursuant to the provisions of the Joint Exercise of Powers Act, Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California, Section 6500, et seq. relating to the joint exercise of powers common to public agencies, and the provisions of the Bronzan-McCorquodale Act/Short-Doyle Act, Part 2, Section, 5600, et seq., of the Welfare and Institutions Code (WIC) of the State of California, to deliver outpatient mental health services to the residents of the three cities. Tri-City's population is over 200,000 making it a medium-size county mental health authority.

WHEREAS, Tri-City receives 1991 Realignment Revenues from the State of California and also directly receives Mental Health Services Act (MHSA) funds; however, Tri-City is not a Mental Health Plan ("MHP") as defined in WIC and Federal Medicaid rules only permit the State to pay MHPs for Medi-Cal Specialty Mental Health Services provided by MHPs and their contractors. Therefore, Tri-City must have a contract with County in order to receive Federal Financial Participation funds or funds related to former State contributions to Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) service earned through Contractor's services to Medi-Cal beneficiaries. This Agreement is intended to create that contract.

WHEREAS, the source for the local match required to draw down Federal Financial Participation is usually Realignment Revenues and in the case of Full-Service Partnerships is MHSA and because Tri-City receives the 1991 Realignment and MHSA revenues for the three Cities, Tri-City will be responsible for, and will pay from its own resources, the local match for Medi-Cal services provided by Tri-City.

WHEREAS, County desires to provide to those persons in Los Angeles County who qualify therefore certain mental health services contemplated and authorized by the Bronzan-McCorquodale Act, California Welfare and Institutions

Code (WIC) Section 5600 et seq.; and the Mental Health Services Act (MHSA) adopted by California electorate on November 2, 2004; and

WHEREAS, Tri-City is equipped, staffed, and prepared to provide these services as described in this Contract; and

WHEREAS, County believes it is in the best interest of the people of the County of Los Angeles to provide these services by contract; and

WHEREAS, these services shall be provided by Tri-City in accordance with all applicable federal, State and local laws, required licenses, ordinances, rules, regulations, manuals, guidelines, and directives, which may include, but are not necessarily limited to, the following: Bronzan-McCorquodale Act, WIC Section 5600 et seq., including, but not limited to, Sections 5600.2, 5600.3, 5600.4, 5600.9, 5602, 5608, 5651, 5670, 5670.5, 5671, 5671.5, 5672, 5705, 5709, 5710, 5751.2, and 5900 et seq.; Medi-Cal Act, WIC Section 14000 et seq., including, but not limited to, Section 14705.5, 14705.7, 14706, 14710, and 14132.44; WIC Section 15600 et seq., including Section 15630; WIC Section 17601 et seq.; California Work Opportunity and Responsibility to Kids Act, WIC Section 11200 et seq.; California Government Code Sections 26227 and 53703; Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.; Part B of Title XIX of the Public Health Service Act, 42 United States Code Section 300x et seq.; Title XXI of the Social Security Act; California Penal Code Section 11164 et seq.; Title 9 and Title 22, including, but not limited to, Sections 51516, 70001, 71001, 72001 et seq., and 72443 et seq. of the California Code of Regulations (CCR); 45 Code of Federal Regulations (CFR) Parts 160 and 164 and WIC Section 5328 et seq.; 42 CFR Paragraph 455.104, California Department of Health Care Services (DHCS) Mental Health Plan Contract; Los Angeles County Department of Mental Health (DMH) Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services; State's Cost and Financial Reporting System Instruction Manual; Federal Office of Management and Budget (OMB) Uniform Guidance, Subpart E: Cost Principles and Subpart F: Single Audit Requirement; County of Los Angeles Auditor-Controller Contract Accounting and Administration Handbook; policies and procedures developed by County; State's Medicaid Plan; and policies and procedures which have been documented in the form of Policy Letters issued by DHCS; and

WHEREAS, this Contract is authorized by WIC Section 5600 et seq., California Government Code Sections 23004, 26227 and 53703, and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

# 1 APPLICABLE DOCUMENTS

- 1.1 Entire Contract: The body of this Contract, all exhibits and Financial Exhibit A (Financial Provisions), attached hereto and incorporated herein by reference, and Tri-City's Contract Service Delivery Plan for this Contract, as approved in writing by the Director, including any addenda thereto as approved in writing by the Director, which are hereby incorporated herein by reference but not attached, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements/contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract, and then to the Exhibits according to the following priority:
- 1.2 Exhibit A - Financial Exhibit (Financial Provisions)
  - 1.2.1. Exhibit A-1 – 1982-A Short-Doyle/Medi-Cal Monthly Claim for Reimbursement Treatment
  - 1.2.2 Exhibit A-2 - Contractor Claims Certification for Title XIX Short-Doyle Medi-Cal and Title XXI Medicaid Children's Health Insurance Programs Reimbursements

Contractor's Service Delivery Plan Package (Subprogram Schedule) incorporated by this reference and to be sent to all Legal Entity contractors by DMH upon determination of LE contractor.

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) or Paragraph 8.34 (Notices) and signed by both parties.

# 2 DEFINITIONS/HEADINGS

- 2.1 Definitions/Headings: The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Exhibit J – Definitions - lists words and their definitions as used herein.

### **3 WORK**

- 3.1 Pursuant to the provisions of this Contract, Tri-City shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If Tri-City provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of Tri-City, and Tri-City shall have no claim whatsoever against the County.

#### **3.3 Description of Services/Activities**

- 3.3.1 Tri-City shall provide those mental health services identified in the Service Exhibit(s) of this Contract and as described in the Contractor's Service Delivery Plan for this Contract, as approved in writing by the Director. The quality of services provided by Tri-City shall be the same regardless of the patient's/client's ability to pay or source of payment.
- 3.3.2 Where Tri-City determines that services to new patients/clients can no longer be delivered, Tri-City shall provide 30 calendar days prior notice to County.
- 3.3.3 Tri-City may provide activities claimable as Title XIX Medi-Cal Administrative Activities pursuant to WIC Section 14132.44. The administrative activities which may be claimable as Title XIX Medi-Cal Administrative Activities are shown on the Service Delivery Plan and are described in the policies and procedures provided by the California Department of Mental Health (CDMH) and/or the California Department of Health Services (CDHS).
- 3.3.4 Tri-City may provide mental health services claimable as Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services.
- 3.3.5 Tri-City is eligible to provide mental health services claimable under the Mental Health Services Act (MHSA) as allowed under MHSA legislation.



### **3.4 Maintenance Standards for Service Delivery Sites**

3.4.1 Tri-City shall ensure that all locations where services are provided under this Contract are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property.

### **3.5 Nondiscrimination in Services**

3.5.1 Tri-City shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap or medical conditions (except to the extent clinically appropriate), in accordance with requirements of federal and State law. For the purpose of this Paragraph 3.5.1, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Tri-City shall take affirmative steps to ensure that those persons who qualify for services under this Contract are provided services without regard to ability to pay or source of payment, race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap, or medical conditions.

3.5.2 Tri-City shall establish and maintain written complaint procedures under which any person applying for or receiving any services under this Contract may seek resolution from Tri-

City of a complaint with respect to any alleged discrimination in the rendering of services by Tri-City's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Tri-City's resolution of the matter, shall be referred by Tri-City to Director for the purpose of presenting his complaint of the alleged discrimination. Such complaint procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, such person may appeal the matter to the State, if appropriate.

3.5.3 If direct services (e.g., 24-hour services, day services, targeted case management, mental health services, medication support, and crisis intervention) are provided hereunder, Tri-City shall have admission policies which are in accordance with CCR Title 9, Sections 526 and 527, and which shall be in writing and available to the public. Tri-City shall not employ discriminatory practices in the admission of any person, assignment of accommodations, or otherwise. Any time any person applies for services under this Contract, such person shall be advised by Tri-City of the complaint procedures described in the above paragraph. A copy of such complaint procedures shall be posted by Tri-City in each of Tri-City's facilities where services are provided under this Contract in a conspicuous place, available and open to the public.

### **3.6 Patients'/Clients' Rights**

3.6.1 Tri-City shall comply with all applicable patients'/clients' rights provisions, including, but not limited to, WIC Section 5325 et seq., CCR Title 9, Section 850 et seq., and CCR Title 22. Further, Tri-City shall comply with all patients'/clients' rights policies provided by County. County Patients' Rights Advocates shall be given access by Tri-City to all patients/clients, patients'/clients' records, and Tri-City's personnel in order to monitor Tri-City's compliance with all applicable statutes, regulations, manuals and policies.

### **3.7 Reporting of Patient/Client Abuse and Related Personnel Requirements**

3.7.1 Elders and Dependent Adults Abuse: Tri-City, and all persons employed or subcontracted by Tri-City, shall comply with WIC Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults under the care of Tri-City either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by WIC Sections 15630, and permitted by Sections 15631 and 15632. Tri-City and all persons employed or subcontracted by Tri-City shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

3.7.2 Minor Children Abuse: Tri-City and all persons employed or subcontracted by Tri-City, shall comply with California Penal Code Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code Sections 11164, 11165.9, and 11166. Tri-City and all persons employed or subcontracted by Tri-City, shall make the report on such abuse, and shall submit all required information, in accordance with California Penal Code Sections 11166 and 11167.

#### **3.7.3 Tri-City Staff:**

3.7.3.1 Tri-City shall ensure that any person who enters into employment as a care custodian of elders, dependent adults or minor children, or who enters into employment as a health or other practitioner, prior to commencing employment, and as a prerequisite to that employment, shall sign, on a form provided by Tri-City in accordance with the above code sections, a statement to the effect that such person has knowledge of, and will comply with, these code sections.

3.7.3.2 Tri-City shall ensure that clerical and other non-treatment staff who are not legally required to report suspected cases of abuse, consult with mandated reporters upon suspecting any abuse.

3.7.3.3 For the safety and welfare of elders, dependent adults, and minor children, Tri-City shall, to the

maximum extent permitted by law, ascertain arrest and conviction records for all current and prospective employees and shall not employ or continue to employ any person convicted of any crime involving any harm to elders, dependent adults, or minor children.

- 3.7.3.4 Tri-City shall not employ or continue to employ any person whom Tri-City knows, or reasonably suspects, has committed any acts which are inimical to the health, morals, welfare, or safety of elders, dependent adults or minor children, or which otherwise make it inappropriate for such person to be employed by Tri-City.

### **3.8 Staffing**

- 3.8.1 Throughout the term of this Contract, Tri-City shall staff its operations so that staffing approximates the type and number indicated in Contractor's Service Delivery Plan for this Contract and as required by WIC and CCR.

- 3.8.1.1 Staff providing services under this Contract shall be qualified and shall possess all appropriate licenses in accordance with WIC Section 5751.2 and all other applicable requirements of the California Business and Professions Code, WIC, CCR, Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services, CDMH Policy Letters, DHCS Policy Letters, and shall only function within the scope of practice as dictated by licensing boards/bodies.

- 3.8.1.2 At all times during the term of this Contract, Tri-City shall have available and shall provide upon request to authorized representatives of County, a list of all persons by name, title, professional degree, language capability(ies), and experience, who are providing any services under this Contract.

### **3.9 Staff Training and Supervision**

- 3.9.1 Tri-City shall institute and maintain an in-service training program of treatment review and case conferences in which

all its professional, para-professional, intern, student, and clinical volunteer personnel shall participate.

- 3.9.2 Tri-City shall institute and maintain appropriate supervision of all persons providing services under this Contract with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers in accordance with Departmental clinical supervision policy.
- 3.9.3 Tri-City shall be responsible for the provision of mandatory training for all staff at the time of initial employment and on an ongoing basis as required by federal and State law, including but not limited to Health Insurance Portability and Accountability Act (HIPAA) and Sexual Harassment, and for the training of all appropriate staff on the Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services, and other State and County policies and procedures as well as on any other matters that County may reasonably require.
- 3.9.4 Tri-City shall document and make available upon request by the federal, State and/or County the type and number of hours of training provided to Contractor's officers, employees, agents, and subcontractors.

### **3.10 Program Supervision, Monitoring and Review**

- 3.10.1 Pursuant to WIC Section 5608 and CCR Title 9, Section 521, all services hereunder shall be provided by Tri-City under the general supervision of Director. Director shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, and amount of services, and the criteria for determining the persons to be served.
- 3.10.2 Upon receipt of any contract monitoring report pertaining to services/activities under this Contract, Tri-City shall respond in writing to person(s) identified and within the time specified in the contract monitoring report. Tri-City shall, in its written response, either acknowledge the reported deficiencies or present additional evidence to dispute the findings. In addition, Tri-City must submit a plan for immediate correction of all deficiencies.

- 3.10.3 In the event of a State audit of this Contract, if State auditors disagree with County's official written instructions to Tri-City in its performance of this Contract, and if such audit results in a State disallowance of any of Tri-City costs hereunder, then Tri-City shall be liable for Tri-City's disallowed costs as determined by State.
- 3.10.4 To ensure compliance with this Contract and for any other reasonable purpose relating to performance of this Contract, and subject to the provisions of State and federal law, authorized County, State, and/or federal representatives and designees shall have the right to enter Tri-City's premises (including all other places where duties under this Contract are being performed), with or without notice, to: inspect, monitor and/or audit Tri-City's facilities, programs and procedures, or to otherwise evaluate the work performed or being performed; review and copy any records and supporting documentation pertaining to the performance of this Contract; and elicit information regarding the performance of this Contract or any related work. The representatives and designees of such agencies may examine, audit and copy such records at the site at which they are located. Tri-City shall provide access to facilities and shall cooperate and assist County, State, and/or federal representatives and designees in the performance of their duties. Unless otherwise agreed upon in writing, Tri-City must provide specified data upon request by County, State, and/or federal representatives and designees within three (3) business days.

### **3.11 Reports**

- 3.11.1 Tri-City shall make reports as required by Director, State, or the federal government regarding Tri-City's activities and operations as they relate to Tri-City's performance of this Contract. In no event may County require such reports unless it has provided Tri-City with at least 30 calendar days' prior written notification. County shall provide Tri-City with a written explanation of the procedures for reporting the required information.
- 3.11.2 Income Tax Withholding: Upon Director's request, Tri-City shall provide County with certain documents relating to Tri-City's income tax returns and employee income tax withholding. These documents shall include, but are not limited to:

- (1) A copy of Contractor's federal and State quarterly income tax withholding returns (i.e., Federal Form 941 and/or State Form DE-3 or their equivalents).
- (2) A copy of a receipt for, or other proof of payment of, each employee's federal and State income tax withholding, whether such payments are made on a monthly or quarterly basis.

### 3.11.3 County Claims Processing Information System:

- (1) Notwithstanding any other provision of this Contract, only units of service submitted by Tri-City into the County's claims processing information system shall be counted as delivered units of service.
- (2) Notwithstanding any other provision of this Contract, the only units of service which shall be considered valid and reimbursable at Annual Cost Report Reconciliation and Settlement, Cost Report Audit Settlement, or at any other time otherwise shall be those units of service that are submitted by Tri-City into the County's claims processing information system by the County's year-end cutoff date in accordance with the terms of this Contract and its exhibits thereto, including but not limited to Exhibit A (FINANCIAL PROVISIONS), and which are not voided, replaced and/or denied for any reason, except due to the fault of the County. Notwithstanding any other provision of this Contract, claims entered into the County's claim processing information system shall be attributed to a specific Funded Program and Subprogram based upon the plan identified by Tri-City when submitting the claim into the County's claims processing information system.
- (3) Tri-City shall train its staff in the operation, procedures, policies, and all related use, of the County's claims processing information system as required by County. County shall train Tri-City's designated trainer in the operation, procedures, policies, and all related use of the County's information system.

## 4 TERM OF CONTRACT

### 4.1 TERM:

4.1.1 Initial Period: The Initial Period of this Contract shall commence on **July 1, 2020**, and shall continue in full force and effect through **June 30, 2021**.

4.1.2 Automatic Renewal Period(s): After the Initial Period, this Agreement shall be automatically renewed four (4), additional periods without further action by the parties hereto unless either party desires to terminate this Contract in accordance with provision 8.42 (Termination for Convenience).

(1) First Automatic Renewal Period: If this Contract is automatically renewed, the First Automatic Renewal Period shall commence on July 1, 2021, and shall continue in full force and effect through June 30, 2022.

(2) Second Automatic Renewal Period: If this Contract is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2022, and shall continue in full force and effect through June 30, 2023.

(3) Third Automatic Renewal Period: If this Contract is automatically renewed, the Third Automatic Renewal Period shall commence on July 1, 2023, and shall continue in full force and effect through June 30, 2024.

(4) Fourth Automatic Renewal Period: If this Contract is automatically renewed, the Fourth Automatic Renewal Period shall commence on July 1, 2024, and shall continue in full force and effect through June 30, 2025.

4.1.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.

4.1.4 Tri-City shall notify the DMH when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DMH at the address herein provided in Exhibit E - County's Administration.

## **5 FINANCIAL PROVISIONS**

5.1 Distribution of Payments: In consideration of services and/or activities provided by Tri-City, County shall distribute payments to Tri-City in the amount and manner described in Exhibit A



(FINANCIAL PROVISIONS) attached thereto and by this reference incorporated herein.

**5.2 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

5.2.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.2.2 Tri-City shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.2.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.2.4 At any time during the duration of the agreement/contract, a Tri-City may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

**6 ADMINISTRATION OF CONTRACT - COUNTY**

**6.1 County Department of Mental Health Administration**

6.1.1 A listing of all County Administration referenced in the following subparagraphs is designated in Exhibit E - County's Administration. The County will notify Tri-City in writing of any change in the names or addresses shown.

**6.2 Director of Mental Health**

6.2.1 The role of the Director

- 6.2.1.1 The Director shall have the authority to administer this Contract on behalf of the County. All references to the actions or decisions to be made by the County in this Contract shall be made by the Director unless otherwise expressly provided.
- 6.2.1.2 The Director may designate one (1) or more persons to act as his designee for the purposes of administering this Contract. Therefore “Director” shall mean “Director and/or his designee.”
- 6.2.1.3 Coordinating with Tri-City and ensuring Contractor’s performance of the Contract; however, in no event shall Tri-City’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.1.4 Upon request of Tri-City, providing direction to Tri-City, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Tri-City’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 Contract Monitoring Manager**

- 6.3.1 The role of the Contracts Monitoring Manager is authorized to include:
  - 6.3.1.1 Meeting with the Director or his designee on an as needed basis; and
  - 6.3.1.2 Inspecting any and all tasks, deliverables, services, or other work provided by or on behalf of the Tri-City; however, in no event shall Tri-City’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
  - 6.3.1.3 The Contracts Monitoring Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

### **6.4 Contract Lead**

- 6.4.1 The role of the County’s Contract Lead is to oversee the day-to-day administration of this Contract; however, in no event shall Tri-City’s obligation to fully satisfy all of the

requirements of this Contract be relieved, excused or limited thereby. The Contract Lead reports to the Contract Monitoring Manager.

## **7 ADMINISTRATION OF CONTRACT – TRI-CITY**

### **7.1 Tri-City Administration**

A listing of all of Tri-City's Administration referenced in the following paragraphs is designated in Exhibit F- Contractor's Administration. Tri-City will notify the County in writing of any change in the names or addresses shown.

### **7.2 Tri-City's Contract Manager**

7.2.1 Tri-City shall designate in writing a Contract Manager who shall function as liaison with County regarding Tri-City's performance hereunder.

7.2.2 Tri-City's Contract Manager is designated in Exhibit F- Contractor's Administration. Tri-City shall notify the County in writing of any change in the name or address of Tri-City's Contract Manager.

7.2.3 Tri-City's Contract Monitor shall be responsible for Tri-City's day-to-day activities as related to this Contract and shall meet and coordinate with County's Contract Monitor on an as needed basis.

### **7.3 Approval of Tri-City's Staff**

7.3.1 County has the absolute right to approve or disapprove all of the Tri-City's staff performing work hereunder and any proposed changes in Tri-City's staff.

### **7.4 Tri-City's Staff Identification**

Tri-City shall provide, at Tri-City's expense, all staff providing services under this Contract with a photo identification (ID) badge.

7.4.1 Tri-City is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Tri-City personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Tri-City personnel must immediately comply with such request.

7.4.2 If County requests the removal of Tri-City's staff, Tri-City shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

## **7.5 Background and Security Investigations**

7.5.1 Each of Tri-City's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Tri-City, regardless of whether the member of Tri-City's staff passes or fails the background investigation.

If a member of Tri-City's staff does not pass the background investigation, County may request that the member of Tri-City's staff be removed immediately from performing services under the Contract. Tri-City shall comply with County's request at any time during the term of the Contract.

7.5.3 Disqualification of any member of Tri-City's staff pursuant to this Paragraph 7.5 shall not relieve Tri-City of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

7.6.1 Tri-City shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Tri-City shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and County claims processing information system records, in accordance with WIC Sections 5328 through 5330, inclusive, and all other

applicable County, State, and federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality and privacy.

- 7.6.3 Tri-City shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Tri-City, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Tri-City's indemnification obligations under this Paragraph 7.6 shall be conducted by Tri-City and performed by counsel selected by Tri-City unless objected to by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Tri-City fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Tri-City for all such costs and expenses incurred by County in doing so. Tri-City shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.4 Tri-City shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.5 Tri-City shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Contract", Exhibit G-1.
- 7.6.6 Tri-City shall require all Tri-City employees and non-employees; including sub-contractors performing services under this Contract to sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Contract", Exhibits G-2 and G-3. Such Acknowledgments shall be executed by each such employee and non-employee, including sub-contractors on or immediately after the commencement date of this Contract but in no event later than the date such employee first performs services under this Contract.

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1 For any change which affects the scope of work, term, maximum contract amount, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by Director or his designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by Director.
- 8.1.3 The Director or his designee may at his sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. Tri-City agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

### **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1 Tri-City shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Tri-City is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 Tri-City shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Tri-City may have against the County.

8.2.3 Shareholders, partners, members, or other equity holders of Tri-City may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Tri-City to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.4 Any assumption, assignment, delegation, or takeover of any of Tri-City's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Tri-City as it could pursue in the event of default by Tri-City.

### **8.3 Authorization Warranty**

8.3.1 Tri-City represents and warrants that the person executing this Contract for Tri-City is an authorized agent who has actual authority to bind the Tri-City to each and every term, condition, and obligation of this Contract and that all requirements of Tri-City have been fulfilled to provide such actual authority.

### **8.4 Intentionally Omitted**

### **8.5 Complaints**

8.5.1 If Tri-City does not have existing complaints procedures in place in accordance with Medi-Cal regulations then Tri-City shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

#### **8.5.2 Complaint Procedures**

8.5.2.1 Within 30 business days after the Contract effective date, Tri-City shall provide the County with Tri-City's policy for receiving, investigating and responding to user complaints.

- 8.5.2.2 The County will review Tri-City's policy and provide Tri-City with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in Tri-City's policy, Tri-City shall make such changes and resubmit the plan within 30 business days for County approval.
- 8.5.2.4 If, at any time, Tri-City wishes to change Tri-City's policy, Tri-City shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 Tri-City shall preliminarily investigate all complaints and notify the County's Contract Monitoring Manager of the status of the investigation within 10 business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the County's Contract Monitoring Manager within five (5) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1 In the performance of this Contract, Tri-City shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Tri-City shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Tri-City, its officers, employees, agents, or subcontractors, to comply with any such federal, State, or local laws, rules, regulations, ordinances, ADA standards, directives, guidelines, manuals, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Tri-City's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by Tri-



City and performed by counsel selected by Tri-City unless objected to by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Tri-City fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Tri-City for all such costs and expenses incurred by County in doing so. Tri-City shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

- 8.6.3 Tri-City shall comply with all federal laws, including, but not limited to, Title XIX of the Social Security Act, State, and local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.4 Tri-City shall be governed by and comply with all contractual obligations of the DHCS' Mental Health Plan Contract with the County.
- 8.6.5 Tri-City shall maintain in effect an active compliance program in accordance with the recommendations set forth by the Department of Health and Human Services, Office of the Inspector General.
- 8.6.6 Duty to Notify: Tri-City agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to Tri-City, whether civil or criminal initiated against Tri-City, its officers, employees, or agents which are likely to have a material effect on the organization's stewardship, financial position and/or ability to perform and deliver services under this contract.
- 8.6.7 Licenses, Permits, Registrations, and Certificates
  - 8.6.7.1 Tri-City shall obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a

Short-Doyle/Medi-Cal and/or Medicare provider if Title XIX Short-Doyle/Medi-Cal and/or Medicare services are provided hereunder), as required by all federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Tri-City's facility(ies) and services under this Contract. Tri-City shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate (including, but not limited to, certification as a Short-Doyle/Medi-Cal and/or Medicare provider if Title XIX Short-Doyle/Medi-Cal and/or Medicare services are provided hereunder) as required by all applicable federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be retained and current updates of such documents shall be maintained, and made available upon request, not to exceed three (3) business days after the initial request, for inspection, review, and/or audit by authorized representatives and designees of County, State, and/or federal governments during the term of this Contract and during the applicable period of records retention.

8.6.7.2 If Tri-City is a participant in the Short-Doyle/Medi-Cal and/or Medicare program, Contractor shall keep fully informed of all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal and Medicare certifications of all its facilities.

8.6.7.3 Tri-City shall ensure that any independent contractors (i.e., individuals who are not employees but who are contracted by Tri-City to perform services hereunder) who prescribe medications, in addition to obtaining and maintaining all licenses, permits, registrations, accreditations, and certificates which are applicable to

their performance hereunder, are credentialed by DMH and maintain such credentialing in effect during the term of this Contract.

#### **8.6.8 Unlawful Solicitation**

8.6.8.1 Tri-City shall require all of its employees to acknowledge, in writing, understanding of an contract to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of such provisions by its employees. Where applicable, Tri-City shall utilize the attorney referral services of all those bar associations within the County of Los Angeles that have such a service.

### **8.7 Compliance with Civil Rights Laws**

8.7.1 Tri-City hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The contractor shall comply with Exhibit D - Contractor's EEO Certification.

### **8.8 Compliance with the County's Jury Service Program**

#### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### 8.8.2 Written Employee Jury Service Policy

1. Unless Tri-City has demonstrated to the County's satisfaction either that Tri-City is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Tri-City qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Tri-City shall have and adhere to a written policy that provides that its Employees shall receive from Tri-City, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Tri-City or that Tri-City deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 12 month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12 month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the contract.
3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of

“contractor” or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County’s satisfaction that the contractor either continues to remain outside of the Jury Service Program’s definition of “contractor” and/or that the contractor continues to qualify for an exception to the Program.

4. Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

- 8.9.1 Per Los Angeles County Code, Section 2.180.010 (below), no County employee shall be employed in any capacity by this Contractor.

### **Chapter 2.180 - CONTRACTING WITH CURRENT OR FORMER COUNTY EMPLOYEES**

#### **2.180.010-Certain contracts prohibited**

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
  1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
  2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners or major shareholders.

B. The prohibition of this section 2.180.010 shall not apply to a contract with an individual who was formerly employed by the county as a physician resident or fellow.

C. Contracts submitted to the board of supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

8.9.1.1 Contractor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code by signing Exhibit XX (Certification of No Conflict of Interest).

8.9.1.2 The Los Angeles County Code, Section 2.180.010 may be accessed through the following link:

[https://library.municode.com/ca/los\\_angeles\\_county/codes/code\\_of\\_ordinances](https://library.municode.com/ca/los_angeles_county/codes/code_of_ordinances)

8.9.2 Tri-City shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Tri-City warrants that it is not now aware of any facts that create a conflict of interest. If Tri-City hereafter becomes aware of any facts

that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

#### **8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List**

8.10.1 Should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

#### **8.11 Consideration of Hiring GAIN-GROW Participants**

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

#### **8.12 Contractor Responsibility and Debarment**

The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Contract, except to the extent

applicable State and/or federal laws are inconsistent with the terms of the Ordinance.

#### **8.12.1 Responsible Contractor**

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

#### **8.12.2 Chapter 2.202 of the County Code**

Tri-City is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that Tri-City is not responsible, the County may, in addition to other remedies provided in the Contract, debar Tri-City from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

#### **8.12.3 Non-responsible contractor**

The County may debar a contractor and/or Tri-City if the Board of Supervisors finds, in its discretion, that the contractor and/or Tri-City has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

8.12.4.1 If there is evidence that Tri-City may be subject to debarment, the Department will notify Tri-City in writing of the evidence which is the basis for



the proposed debarment and will advise Tri-City of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Tri-City and/or Tri-City's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Tri-City should be debarred, and, if so, the appropriate length of time of the debarment. Tri-City and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one (1) or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination

only where: 1) Tri-City has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one (1) or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of County contractors.

### **8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

8.13.1 Tri-City acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Tri-City understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in a prominent position at Tri-City's place of business. Tri-City will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

## **8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

8.14.1 Tri-City acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Tri-City's duty under this Contract to comply with all applicable provisions of law, Tri-City warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **8.15 County's Quality Assurance Plan**

The County or its agent(s) will monitor Tri-City's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Tri-City's compliance with all Contract terms and conditions and applicable federal, State, and County policies and procedures relating to performance standards and outcome measures including but not limited to those performance standards and outcome measures required by specific federal, State, and/or County rules, directive, and guidelines for entities receiving their funding. Examples of such performance standards and/or outcome measures include, but are not limited to, those identified in Exhibit M- and those reflected in County and/or program Service Exhibits/SOWs and practice parameters; as well as performance standards and/or outcomes measures related to the Patient Protection and Affordable Care Act (ACA) and Cal MediConnect Program.

Performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by Contractor. Substandard performance or outcomes by Tri-City may be grounds for contract review and a corrective action plan (CAP).

Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and Tri-City. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.15.1 Tri-City shall establish and maintain a Quality Management Program. Tri-City's written Quality Management Program shall describe its quality assurance, quality improvement and utilization review structure, process, decisions, actions and monitoring, in accordance with the Department's Quality Improvement Program Policy No. 1100.1, to ensure that the quality and appropriateness of care delivered to clients of the mental health system meets or exceeds the established County, State, and federal service standards and complies with the standards set by the DHCS through the Performance Contract and/or Mental Health Plan Contract.

8.15.2 Tri-City's Quality Management Program shall be consistent with Department's Quality Improvement Program Policy No. 1100.1 including the Department's Quality Improvement Work Plan and participation in Service Area Quality Assurance and Quality Improvement Committee meetings as outlined in Policy No. 1100.1.

8.15.3 Tri-City's Quality Management Program shall be consistent with the Department's Cultural Competency Plan. Tri-City shall ensure that 100% of Tri-City's staff, including clerical/support, administrative/management, clinical, subcontractors, and independent contractors receive **annual** cultural competence training.

Tri-City shall monitor, track, document (e.g., training bulletins/flyers, sign-in sheets specifying name and function of staff, and/or individual certificates of completion, etc.) and make available upon request by the federal, State and/or County government the annual cultural competence training provided to Tri-City's staff, including clerical, administrative/management, clinical, subcontractors, and independent contractors.

Tri-City shall complete and submit an attestation of annual cultural competence training completed by 100% of staff to the Ethnic Services Manager ([psbcc@dmh.lacounty.gov](mailto:psbcc@dmh.lacounty.gov)) by

March 23<sup>rd</sup> of every Calendar Year.

Additionally, per the Federal Managed Care Network Adequacy Final Rule requirements, 100% of direct service practitioners (psychotherapists, psychiatrists, case managers, etc.) must complete cultural competence training within the past 12 months to meet annual reporting requirements. This information needs to be entered and updated quarterly into the application (<https://lacadmhnact.dynamics365portals.us/>) based on each practitioner specifying the hours of cultural competence training completed. This information is due quarterly on the following dates of every Calendar Year:

- July 1
- October 1
- January 1
- April 1

8.15.4 Tri-City's Quality Management Program shall be consistent with the Department's Quality Assurance requirements for Contract Providers as outlined in Policy 401.03.

## **8.16 INTENTIONALLY OMITTED**

## **8.17 Employment Eligibility Verification**

8.17.1 Tri-City warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. Tri-City shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Tri-City shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 Tri-City shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer

sanctions and any other liability which may be assessed against Tri-City or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

### **8.18 Facsimile Representations**

The County and Tri-City hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

### **8.19 Fair Labor Standards**

8.19.1 To the extent permitted by applicable law, Tri-City shall comply with all applicable provisions of the Federal Fair Labor Standards Act and any applicable State law, shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act and any applicable State law, for work performed by Tri-City's employees for which the County may be found jointly or solely liable.

### **8.20 Force Majeure**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods and other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control

of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

- 8.20.3 In the event Tri-City’s failure to perform arises out of a force majeure event, Tri-City agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California and with all laws, regulations, and contractual obligations of County under its contract with the State. Tri-City agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 Independent Contractor Status**

- 8.22.1 This Contract is by and between the County and Tri-City and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Tri-City. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 Tri-City shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Tri-City.
- 8.22.3 Tri-City understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers’

Compensation liability, solely employees of Tri-City and not employees of the County. Tri-City shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Tri-City pursuant to this Contract.

8.22.4 Tri-City shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

### **8.23 Indemnification**

8.23.1 Tri-City shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

### **8.24 General Provisions for all Insurance Coverage**

8.24.1 Without limiting Tri-City's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Tri-City shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Tri-City pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect Tri-City for liabilities, which may arise from or relate to this Contract.

#### **8.24.2 Evidence of Coverage and Notice to County**

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and



provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Tri-City's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Tri-City identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Tri-City, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Mental Health  
Contracts Development and Administration Division  
550 S. Vermont, 5<sup>th</sup> Floor, Room 500  
Los Angeles, CA 90020  
Attention: Chief of Contracts

8.24.2.6 Tri-City also shall promptly report to County any injury or property damage accident or incident, including any injury to a Tri-City employee

occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Tri-City. Tri-City also shall promptly notify County of any third party claim or suit filed against Tri-City or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Tri-City and/or County.

#### **8.24.3 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under Tri-City's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Tri-City's acts or omissions, whether such liability is attributable to Tri-City or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.4 Cancellation of or Changes in Insurance**

Tri-City shall provide County with, or Tri-City's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.5 Failure to Maintain Insurance**

Tri-City's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Tri-City, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Tri-City resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Tri-City, deduct the premium cost from sums due to Tri-City or pursue Tri-City reimbursement.

#### **8.24.6 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **8.24.7 Contractor's Insurance Shall Be Primary**

Tri-City's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Tri-City. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Tri-City coverage.

#### **8.24.8 Waivers of Subrogation**

To the fullest extent permitted by law, Tri-City hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. Tri-City shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

Tri-City shall include all subcontractors as insureds under Tri-City's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Tri-City shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Tri-City shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

#### **8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

Tri-City's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require Tri-City to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.11 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Tri-City understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.24.12 Application of Excess Liability Coverage**

Tri-City may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.24.13 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.24.14 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **8.24.15 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

## 8.25 Insurance Coverage

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Tri-City's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Tri-City will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Tri-City's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **8.25.4 Unique Insurance Coverage**

##### **8.25.4.1 Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

##### **8.25.4.2 Professional Liability-Errors and Omissions**

Insurance covering Tri-City's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Tri-City understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

##### **8.25.4.3 Intentionally Omitted**

##### **8.25.4.4 Intentionally Omitted**

##### **8.25.4.5 Intentionally Omitted**

##### **8.25.4.6 Privacy/Network Security (Cyber) Liability**

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

#### **8.26 Intentionally Omitted**

#### **8.27 Intentionally Omitted**

#### **8.28 Nondiscrimination and Affirmative Action**

- 8.28.1 Tri-City certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, gender, sexual orientation, age (over 40), marital status, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation, status as a disabled veteran or veteran of the Vietnam era in compliance with all applicable federal and State anti-discrimination laws and regulations. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Tri-City and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other contract.
- 8.28.2 Tri-City shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 Tri-City shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, gender, sexual orientation, age (over 40), marital status, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation, status as a disabled veteran or veteran of the Vietnam era in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, and granting or denying family care leave. Tri-City shall not discriminate against or harass, nor shall it permit harassment of, its employees during employment based upon race, color, religion, national origin, ancestry, gender, age (over 40), marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation, status as a disabled veteran or veteran of the Vietnam era and in

compliance with all applicable federal and State anti-discrimination laws and regulations. Tri-City shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).

- 8.28.4 Tri-City certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, gender, sexual orientation, age, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, marital status, or political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Further, Tri-City shall give written notice of its obligations under this Paragraph 8.28 to labor organizations with which it has a collective bargaining or other contract.
- 8.28.5 Tri-City certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, gender, sexual orientation, age, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, marital status, or political affiliation, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 Tri-City shall allow County representatives access to Tri-City's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of



this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated federal or State anti-discrimination laws or regulations shall constitute a finding by the County that Tri-City has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event Tri-City violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28.9 Tri-City shall include the provisions of this Paragraph 8.28 in every subcontract or purchase order unless otherwise expressly exempted.

## **8.29 Non Exclusivity**

8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Tri-City. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

## **8.30 Notice of Delays**

8.30.1 Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within three (3) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

## **8.31 Notice of Disputes**

8.31.1 Tri-City shall bring to the attention of the County's Contract Lead Manager and/or County's Monitoring Manager any dispute between the County and Tri-City regarding the performance of services as stated in this Contract. If the County's Lead Manager or County's Monitoring Manager is not able to resolve the dispute, the Director or his designee shall resolve it.

**8.32 Notice to Employees Regarding the Federal Earned Income Credit**

8.32.1 Tri-City shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

8.33.1 Tri-City shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

**8.34 Notices**

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Contractor's headquarters addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or his designee shall have the authority to execute all notices or demands required or permitted by the County under this Contract. Including but not limited to:

Administrative Amendments: Modifications to this Contract may be accomplished using an administrative amendment process for the following purposes:

1. Change of Contractor's name.
2. Change of Contractor's headquarters' address.
3. Change, revision, addition, or deletion of Provider site address.

4. Change, revision, addition, or deletion of Provider site number.
5. Change, revision, addition, or deletion of Provider site name.
6. Change, revision, addition, or deletion of services previously approved within the Legal Entity for an existing or new Provider site.
7. Technical corrections.
8. Shifting of funds between currently contracted Funded Programs so long as such shifting will not cause Contractor to increase its Maximum Contract Amount.

8.34.2 Such administrative amendment may be executed by the Director under delegated authority from the Board of Supervisors without prior approval of County Counsel. Such administrative amendment may be initiated by the County, with Contractor's written consent. Contractor's signature will be required to make such administrative amendments effective.

### **8.35 Intentionally Omitted**

### **8.36 Public Records Act**

8.36.1 Any documents submitted by Tri-City; all information obtained in connection with the County's right to audit and inspect Tri-City's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 County shall notify Tri-City upon receipt of a request for such marked documents.

8.36.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

### **8.37 Publicity**

8.37.1 Tri-City shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Tri-City’s need to identify its services and related clients to sustain itself, the County shall not inhibit the contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, Tri-City shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Monitoring Manager. The County shall not unreasonably withhold written consent.

8.37.2 Tri-City may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

8.38.1 Tri-City shall maintain accurate and complete financial records, employment records and other records relating to its performance of this Contract. All such material shall be maintained by Tri-City at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County’s option, Tri-City shall pay the County for travel, per diem, and other costs incurred

by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of Tri-City is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the Tri-City or otherwise, then Tri-City shall file a copy of such audit report with the Department of Mental Health Contracts Development and Administration Division within 30 days of the contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s). Failure on the part of Tri-City to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 Direct Services and Indirect Services Records: Tri-City shall maintain a record of all direct services and indirect services rendered by all professional, para-professional, intern, student, volunteer and other personnel under this Contract in sufficient detail to permit an evaluation and audit of such services. All such records shall be retained, maintained, and made available within three (3) business days for inspection, review, and/or audit by authorized representatives and designees of County, State, and/or federal governments during the term of this Contract and during the applicable period of records retention. In addition to the general requirements in this Paragraph 8.38, Tri-City shall comply with any additional patient/client record requirements described in the Service Exhibit(s)/Statement of Work(s) and shall adequately document the delivery of all services described in the Service Exhibit(s)/Statement of Work(s).

8.38.3.1 Patient/Client Records (Direct Services): Tri-City shall maintain treatment and other records for each individual patient/client of all direct services (e.g., 24-hour services, day services, targeted case management, mental health services, medication support, and crisis intervention) in accordance with all applicable County, State and federal requirements. Such treatment and other records shall include, but not be limited to, patient/client identification number, demographic information, and all data elements required by the County's claims processing information system, consent for

treatment form, assessment, treatment plan, progress notes, and any other applicable information. The required data elements shall be in accordance with the Organizational Provider's Manual. All patient/client records shall be maintained by Tri-City at a location in Los Angeles County for a minimum period that is at least equivalent to the later of any of the following:

8.38.3.1.1 Ten (10) years following discharge of the patient/client or termination of services.

8.38.3.1.2 For minors, one (1) year after the minor reaches the age of 18, but not less than ten (10) years and/or from the final date of the contract period between DMH and Tri-City, the date of completion of any audit, or the date the service was rendered, whichever is later.

8.38.3.1.3 Ten (10) years after completion of all County, State and/or federal audits.

8.38.3.1.4 Ten (10) years after the conclusion of any audit appeal and/or when audit findings are fully resolved.

8.38.3.1.5 During such retention period, all such records shall be available within three (3) business days and open during County's normal business hours to authorized representatives and designees of County, State, and/or federal governments for purposes of inspection, review, and/or audit. Nothing in this paragraph shall limit Tri-City's obligation to retain records for the period described by law.

8.38.3.2 Case Management Support Services, Outreach Services, and Client Supportive Services Records (Indirect Services): Tri-City shall maintain accurate and complete program records of all indirect services (i.e., all services other than direct services) in accordance with all applicable County, State and

federal requirements. All program records shall be maintained by Tri-City for a minimum period that is at least equivalent to the later of any of the following:

8.38.3.2.1 Ten (10) years following the expiration or earlier termination of this Contract.

8.38.3.2.2 Ten (10) years after completion of all County, State and/or federal audits.

8.38.3.2.3 Ten (10) years after the conclusion of any audit appeal and/or when audit findings are fully resolved.

8.38.3.2.4 During such retention period, all such records shall be available within three (3) business days and open during County's normal business hours to authorized representatives and designees of County, State, and/or federal governments for purposes of inspection and/or audit. Nothing in this paragraph shall limit Tri-City's obligation to retain records for the period described by law.

8.38.4 Financial Records: Tri-City shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles, with the procedures set out in the State's Cost and Financial Reporting System (CFRS) Instruction Manual, and with all applicable federal, State and County requirements, guidelines, standards, and procedures. Minimum standards for accounting principles are set forth in County's Auditor-Controller's Contract Accounting and Administration Handbook which shall be furnished to Tri-City by County upon request. The above financial records shall include, but are not limited to:

8.38.4.1 Books of original entry and a general ledger.

8.38.4.2 Reports, studies, statistical surveys or other information Tri-City used to identify and allocate indirect costs. "Indirect costs" shall mean those costs as described by the guidelines, standards, and procedures which may be provided by County in writing to Tri-City, the Centers for Medicare and

Medicaid Provider Reimbursement Manual Parts 1 and 2 (Publications #15-1 and #15-2), and the OMB Uniform Guidance, Subpart E: Cost Principles.

- 8.38.4.3 Bronzan-McCorquodale/County statistics and total facility utilization information (e.g., patient days, visits) which can be identified by type of service pursuant to any policies and procedures which may be provided by County in writing to Tri-City.
- 8.38.4.4 A listing of all County remittances received.
- 8.38.4.5 Patient/client financial folders clearly documenting:
  - 8.38.4.5.1 Tri-City's determination of patient's/client's eligibility for Medi-Cal, medical insurance and any other third party payer coverage; and
  - 8.38.4.5.2 Tri-City's reasonable efforts to collect charges from the patient/client, his/her responsible relatives, and any other third party payer.
    - (a) Individual patient/client ledger cards indicating the type and amount of charges incurred and payments by source and service type.
    - (b) Employment records.
- 8.38.4.6 The entries in all the above financial records must be readily traceable to applicable source documentation (e.g., remittance invoices, vendor invoices, employee timecards, signed by employee and countersigned by supervisor, subsidiary ledgers and journals, appointment logs, patient ledger cards, etc.). Any apportionment of costs shall be made in accordance with the requirements of the State's CFRS Instruction Manual, the Federal Centers for Medicare and Medicaid Provider Reimbursement Manual Parts 1 and 2 (Publications #15-1 and #15-2), and Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services



under the Rehabilitation Option and Targeted Case Management Services. All such records shall be maintained by Tri-City for a minimum period that is at least equivalent to the later of any of the following:

8.38.4.6.1 Ten (10) years following the expiration or earlier termination of this Contract;

8.38.4.6.2 Ten (10) years after completion of all County, State and/or federal audits; or

8.38.4.6.3 Ten (10) years after the conclusion of any audit appeal and/or when audit findings are fully resolved.

8.38.4.6.4 During such retention period, all such records shall be available within three (3) business days and open during County's normal business hours to authorized representatives and designees of County, State, and/or federal governments for purposes of inspection, review, and/or audit. Such access shall include access to individuals with knowledge of financial records and Tri-City's outside auditors, and regular and special reports from Tri-City.

8.38.5 Preservation of Records: If, following termination of this Contract, Tri-City's facility(ies) is (are) closed or if majority ownership of Tri-City changes, then within 48 hours of closure or ownership change, Director of DHCS and Director shall be notified in writing by Tri-City of all arrangements made by Tri-City for preservation of all the patient/client, financial, and other records referred to in this Paragraph 8.38.

8.38.6 Audits:

8.38.6.1 Tri-City shall provide County and its authorized representative's access to and the right to examine, audit, excerpt, copy, or transcribe, any

pertinent transaction, activity, time cards, or any other records relating to this Contract.

- 8.38.6.2 County may, in its sole discretion, perform periodic fiscal and/or program review(s) of Tri-City's records that relate to this Contract. If County determines that the results of any such reviews indicate the need for corrective action, Tri-City shall within 30 calendar days after receiving the findings of the fiscal and/or program review, either (a) submit a corrective plan of action to DMH, or (b) request a review by the Director. If Tri-City requests a review by the Director within the 30 calendar days, and if a corrective plan of action is then required, Tri-City shall have 30 calendar days to submit its corrective plan of action.
- 8.38.6.3 Audit Reports: In the event that any audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Tri-City or otherwise, then Tri-City shall file a copy of such audit report(s) with DMH's Contracts Development and Administration Division within 30 calendar days of Tri-City's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Tri-City shall promptly notify County of any request for access to information related to this Contract by any other governmental agency.
- 8.38.6.4 California Department of Health Care Services (DHCS) Access to Records: Tri-City agrees that for a period of ten (10) years following the furnishing of services under this Contract; three (3) years after final audit is completed including appeals, or ten (10) years after termination of this Agreement; whichever occurs later, Tri-City shall maintain and make available to the DHCS, the Secretary of the United States Department of Health and Human Services (HHS), or the Controller General of the United States, and any other authorized federal and State agencies, or to any of their duly authorized representatives, the contracts, books, documents and records of Tri-City which are necessary to verify the nature

and extent of the cost of services hereunder. Furthermore, if Tri-City carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Tri-City agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor as provided in Paragraph 3.10 and in this Paragraph 8.38.

8.38.6.5 Federal Access to Records: Grant-funded programs require audits and compliance with federal guidelines pursuant to OMB Uniform Guidance, Subpart F: Single Audit Requirements. If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(I)) is applicable, Tri-City agrees that for a period of ten (10) years following the furnishing of services under this Contract, three (3) years after final audit is completed including appeals, or ten (10) years after termination of this Contract; whichever, is later, Tri-City shall maintain and make available to the Secretary of the United States Department of HHS, or the Controller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents and records of Tri-City which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Tri-City carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Tri-City agrees that each such subcontractor shall provide for such access to the subcontract, books, documents and records of the subcontractor as provided in Paragraph 3.10 and in this Paragraph 8.38.

## **8.39 Recycled Bond Paper**

- 8.39.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Tri-City agrees to use recycled-content paper to the maximum extent possible on this Contract.

#### **8.40 Subcontracting**

- 8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

- 8.40.2 If Tri-City desires to subcontract, Tri-City shall provide the following information promptly at the County's request:

8.40.2.1 The reasons for the particular subcontract.

8.40.2.2 A detailed description of the services to be performed by the subcontractor;

8.40.2.3 Identification of the proposed subcontractor.

8.40.2.4 A description of the proposed subcontract amount and manner of compensation, together with Contractor's cost or price analysis thereof.

8.40.2.5 A draft copy of the proposed subcontract which shall include the following provisions:

"This contract is a subcontract under the terms of the prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract, including those related to ensuring high quality of service and outcomes".

8.40.2.6 A copy of the proposed subcontract, if in excess of \$10,000 and utilizes public funds, shall also contain the following provision:

"The contracting parties shall be subject to the examination and audit of the State Auditor, pursuant to the California Government Code, Section 8546.7, for a period of ten (10) years from the end of the Fiscal Year in which such services were provided or until final resolution of any audits, whichever occurs later."

- 8.40.2.7 Further, the Tri-City will also be subject to the examination and audit of the State Auditor, pursuant to the Government Code, Section 8546.7, for a period of ten (10) years from the end of the fiscal year in which such services were provided or until final resolution of any audits, whichever occurs later.
- 8.40.2.8 Other pertinent information and/or certifications requested by the County.
- 8.40.3 Tri-City shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Tri-City employees.
- 8.40.4 Tri-City shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of Tri-City's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Tri-City is responsible to notify its subcontractors of this County right.
- 8.40.6 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Tri-City shall forward a fully executed subcontract to the County for their files.
- 8.40.7 Tri-City shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 Tri-City shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Tri-City shall ensure delivery of all such documents to:

Los Angeles County Department of Mental Health  
Contracts Development and Administration Division  
550 S. Vermont Ave., 5<sup>th</sup> Floor  
Los Angeles, CA 90020  
Attention: Chief of Contracts

**8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

8.41.1 Failure of Tri-City to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Tri-City to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

**8.42 Termination for Convenience**

8.42.1 This Contract may be terminated by the County or Tri-City at any time without cause by giving at least 30 calendar days prior written notice to the other party.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, Tri-City shall:

8.42.2.1 On or after the date of the written notice of termination, County, in its sole discretion, may stop all payments to Tri-City hereunder until preliminary settlement based on the Annual Cost Report. Tri-City shall prepare an Annual Cost Report in accordance with the terms of the Financial Exhibit A.

8.42.2.2 Upon issuance of any notice of termination, Tri-City shall make immediate and appropriate plans to transfer or refer all patients/clients receiving services under this Contract to other agencies for continuing services in accordance with the patient's/client's needs. Such plans shall be subject to prior written approval of the Director or

his designee, except that in specific cases, as determined by Tri-City, where an immediate patient/client transfer or referral is indicated, Tri-City may make an immediate transfer or referral. If Tri-City terminates this Contract, all costs related to all such transfers or referrals as well as all costs related to all continuing services shall not be a charge to this Contract nor reimbursable in any way under this Contract; and

8.42.2.3 If Tri-City is in possession of any equipment, furniture, removable fixtures, materials, or supplies owned by County as provided in Paragraph 9.16 (Purchases), the same shall be immediately returned to County.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Tri-City under this Contract shall be maintained by the Tri-City in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

#### **8.43 Termination for Default**

8.43.1 The County may, by written notice to Tri-City, terminate the whole or any part of this Contract, if, in the judgment of County's Director:

8.43.1.1 Tri-City has materially breached this Contract; or

8.43.1.2 Tri-City fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Tri-City fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those

so terminated. Tri-City shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. Tri-City shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, Tri-City shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Tri-City. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Tri-City. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, Tri-City shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Tri-City to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that Tri-City was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

8.44.1 The County may, by written notice to Tri-City, immediately



terminate the right of Tri-City to proceed under this Contract if it is found that consideration, in any form, was offered or given by Tri-City, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Tri-City's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Tri-City as it could pursue in the event of default by Tri-City.

8.44.2 Tri-City shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.45 Termination for Insolvency**

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the contractor. Tri-City shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for Tri-City; or

8.45.1.4 The execution by Tri-City of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

8.46.1 Tri-City, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Tri-City or any County Lobbyist or County Lobbying firm retained by Tri-City to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

**8.47 Termination for Non-Appropriation of Funds**

8.47.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for Tri-City's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30<sup>th</sup> of the last fiscal year for which funds were appropriated. The County shall notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

**8.48 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

8.48.1 Failure of Tri-City to maintain compliance with the requirements set forth in Paragraph 8.53 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Tri-City, pursuant to County Code Chapter 2.206.

**8.49 Time Off for Voting**

8.49.1 Tri-City shall notify its employees, and shall require each subcontractor to notify and provide to its employees,

information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

### **8.50 Validity**

- 8.50.1 If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

### **8.51 Waiver**

- 8.51.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.53 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### **8.52 Warranty Against Contingent Fees**

- 8.52.1 Tri-City warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Tri-City for the purpose of securing business.
- 8.52.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

### **8.53 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

- 8.53.1 Tri-City acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in

paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Tri-City qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

#### **8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Tri-City acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If Tri-City or member of Tri-City's staff is convicted of a human trafficking offense, the County shall require that Tri-City or member of Tri-City's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Tri-City's staff pursuant to this paragraph shall not relieve Tri-City of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### **8.55 Compliance with Fair Chance Employment Practices**

Tri-City shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Tri-City's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

#### **8.56 Compliance with the County Policy of Equity**

Tri-City acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Tri-City further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Tri-City, its employees and subcontractors acknowledge and certify receipt

and understanding of the CPOE. Failure of Tri-City, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Tri-City to termination of contractual agreements as well as civil liability.

#### **8.57 Prohibition from Participation in Future Solicitation(s)**

8.57.1 A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement

### **9 UNIQUE TERMS AND CONDITIONS**

#### **9.1 Third Party Beneficiaries**

9.1.1 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.

#### **9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

9.2.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, and subtitle D, Privacy, of the Health Information Technology for Economic and Clinical Health Act (HITECH). Tri-City understands and agrees that, as a provider of mental health services, it is a "Covered Entity" under HIPAA and HITECH and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper

procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA and HITECH.

- 9.2.2 The parties acknowledge their separate and independent obligations with respect to HIPAA and HITECH and that such obligations relate to *transactions and code sets, privacy, and security*. Tri-City understands and agrees that it is separately and independently responsible for compliance with HIPAA and HITECH in all these areas and that County has not undertaken any responsibility for compliance on Tri-City's behalf. Tri-City has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Tri-City's obligations under HIPAA and HITECH but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.
- 9.2.3 Tri-City and County understand and agree that each is independently responsible for HIPAA and HITECH compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA and HITECH laws and implementing regulations related to transactions and code sets, privacy, and security.
- 9.2.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA and HITECH, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.
- 9.2.5 Tri-City and County understand and agree that HIPAA has imposed additional requirements in regards to changes in DMH's County's information system.
- (1) County has a Guide to Procedure Codes available at <http://lacdmh.lacounty.gov/hipaa/index.html> which includes a "crosswalk" of DMH activity codes to Current Procedural Terminology (CPT) and Health Care Procedure Coding System (HCPCS) codes.
  - (2) County has electronic Data Interchange (EDI) Contract forms available at [http://lacdmh.lacounty.gov/hipaa/edi\\_homepage.html](http://lacdmh.lacounty.gov/hipaa/edi_homepage.html) and [http://lacdmh.lacounty.gov/hipaa/IBHIS EDI\\_homepage.htm](http://lacdmh.lacounty.gov/hipaa/IBHIS_EDI_homepage.htm) which includes information about the applicable HIPAA transactions that can be processed in the Integrated Behavioral Health Information System

(IBHIS).

Tri-City acknowledges that County is using the IBHIS in which clinical, demographic, administrative, financial, claims, outcomes, and other information will be exchanged between DMH and contract providers exclusively through the use of EDI transactions and other County defined b2b (“Business-to-Business”) data collection and interoperability solutions.

- (3) As County defines requirements for each transaction and determines the method by which each transaction is to be exchanged between Tri-City and County, County shall notify Tri-City of the effective date(s) by which Tri-City shall be required to implement each newly defined interface through County’s release of revised Companion Guides. Revised Companion Guides shall be released prior to the effective date(s) upon which each newly defined interface is required in accordance with the schedule below and in accordance with County’s estimate of the effort required to implement each newly defined interface, unless earlier effective date(s) are imposed by law or regulation, or earlier effective dates(s) are established by mutual contract between County and Tri-City.
  - (a) 120 days for new interface requiring major development and testing,
  - (b) 90 days for new interfaces requiring moderate development and testing; and
  - (c) 60 days for new interfaces requiring minimal development and testing.
- (4) Tri-City acknowledges that County may modify interfaces requirements as deemed needed by County. County shall notify Tri-City of the effective dates(s) by which Tri-City shall be required to comply with each modified interface in accordance with County’s revised requirements through County’s release of revised Companion Guides. Revised Companion Guides shall be released prior to the effective date(s) upon which each modified interface is required in accordance with the schedule below and in accordance with County’s estimate of the effort required to implement each revised interface, unless earlier effective dates(s) are imposed by law or regulation, or earlier effective dates(s) are

established by mutual contract between County and Tri-City.

- (a) 90 days for existing interfaces requiring major development and testing;
    - (b) 60 days for existing interfaces that requiring moderate development and testing; and
    - (c) 30 days for existing interfaces requiring minimal development and testing.
  - (5) Tri-City agrees to comply with the exchange of all required interfaces specified by County and the method by which these transactions are to be exchanged between Tri-City and County as of the effective date(s) specified by County.
  - (6) County has Trading Partner Agent Authorization Contracts available at [http://lacdmh.lacounty.gov/hipaa/edi\\_homepage.html](http://lacdmh.lacounty.gov/hipaa/edi_homepage.html) and [http://lacdmh.lacounty.gov/hipaa/IBHIS\\_EDI\\_homepage.htm](http://lacdmh.lacounty.gov/hipaa/IBHIS_EDI_homepage.htm) which includes the Tri-City's authorization to its Agent(s) to submit HIPAA-compliant transactions on behalf of Tri-City to the IBHIS.
- 9.2.6 Tri-City understands that County operates an informational website <http://dmh.lacounty.gov/wps/portal/dmh> related to the services under this Contract and the parties' HIPAA obligations, and agrees to undertake reasonable efforts to utilize said website to obtain updates, other information, and forms to assist Tri-City in its performance.
- 9.2.7 Tri-City understands and agrees that if it uses the services of an Agent in any capacity in order to receive, transmit, store or otherwise process Data or Data Transmissions or perform related activities, Tri-City shall be fully liable to DMH for any acts, failures or omissions of the Agent in providing said services as though they were Tri-City's own acts, failures, or omissions.
- 9.2.8 Tri-City further understands and agrees that the terms and conditions of the current IBHIS Trading Partner Contract (TPA) available at [http://lacdmh.lacounty.gov/hipaa/edi\\_homepage.html](http://lacdmh.lacounty.gov/hipaa/edi_homepage.html) and [http://lacdmh.lacounty.gov/hipaa/IBHIS\\_EDI\\_homepage.htm](http://lacdmh.lacounty.gov/hipaa/IBHIS_EDI_homepage.htm)



respectively, shall apply to this Contract and that said Terms and Conditions are incorporated by reference as though fully set forth herein.

- 9.2.9 Tri-City acknowledges that County participates in the Meaningful Use of Electronic Health Records Incentive Program (MU Program) under the HITECH Act which requires the annual submission of data documenting the compliance of eligible professionals with certain MU measures.
- 9.2.10 County and Tri-City further understand and agree that mutual cooperation in the collection and reporting of MU Program measures may be required in cases in which both County and Tri-City have employed or contracted the professional medical services of the same eligible professional during any calendar year in which the MU Program is in effect. In such cases, the requesting party shall deliver to the receiving party a letter on agency letterhead indicating the specific information requested, the format in which the information is to be delivered to the requesting party, and the required date of delivery of the information requested. The receiving party shall have 30 days from receipt of the request to deliver the requested information to the requesting party in the format specified by the requester.

### **9.3 Contractor Protection of Electronic County Information**

- 9.3.1 The Board has recognized that the County must ensure that appropriate safeguards are in place to protect public data and avoid the penalties and fines that may be imposed when unprotected confidential/sensitive information is disclosed inappropriately. The County Policy 5.200 “Contractor Protection of Electronic County Information” for specific details on this policy reference the following link: [https://library.municode.com/ca/la\\_county\\_bos/codes/board\\_policy?nodeId=CH5COPU\\_5.200COPRELCOIN](https://library.municode.com/ca/la_county_bos/codes/board_policy?nodeId=CH5COPU_5.200COPRELCOIN) was adopted to protect personal information (PI); protected health information (PHI) and medical information (MI) electronically stored and/or transmitted by County Contractors. Tri-City agrees that it will comply with County Policy 5.200, as it now exist or as it might be modified in the future, as it relates to information acquired in the course of providing services during the term of this Contract.
- 9.3.2 Tri-City shall comply with the encryption standards set forth in Exhibit Q, Information Security Contract/Agreement Requirements and submit Required Forms Exhibit R, LACDMH Contractor’s Compliance with Encryption Requirements. Encryption requirements shall apply to all

County PI, PHI and MI electronically stored or transmitted by Contractors and subcontractors, irrespective of storage and/or transmission methodology.

9.3.3 Tri-City shall complete and submit to DMH the Confidentiality Oath (Non-LAC-DMH Workforce Members), Exhibit T to this Contract.

9.3.4 Tri-City shall sign, submit to DMH and comply with County of Los Angeles Agreement for Acceptable Use and Confidentiality of County Information Assets, Exhibit S to this Contract.

#### **9.4 Technology Requirements**

9.4.1 Tri-City shall acquire, manage, and maintain Tri-City's own information technology, infrastructure, platforms, systems and/or services in order to meet all requirements specified by County for interoperability (as stated in section 9.2.5).

9.4.2 Tri-City shall ensure that each individual using electronic methods to sign electronic health records in the performance of work specified under this Contract completes an Electronic Signature Agreement annually. The Electronic Signature Agreement shall be substantially similar to the sample available at [http://lacdmh.lacounty.gov/hipaa/edi\\_homepage.html](http://lacdmh.lacounty.gov/hipaa/edi_homepage.html).

9.4.2.1 Tri-City shall maintain a copy of each Electronic Signature Contract and make them available for inspection by County upon request.

9.4.2.2 Tri-City shall submit to County a Legal Entity Electronic Signature Certification to certify compliance with this provision of this Contract. Contractors who implement electronic methods to sign electronic health records subsequent to the execution of this Contract shall submit to County a Legal Entity Electronic Signature Certification immediately upon implementation. The Legal Entity Electronic Signature Certification to be used by Tri-City is found at [http://lacdmh.lacounty.gov/hipaa/edi\\_homepage.html](http://lacdmh.lacounty.gov/hipaa/edi_homepage.html). Nothing in this requirement is intended to imply that Contractor qualifies as a Legal Entity, as that term is generally understood by Department.

#### **9.5 Contractor's Charitable Activities Compliance**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

## **9.6 Data Destruction**

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88>  
Rev.%201

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within 20 business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information containing PHI and PII were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

## **9.7 Local Small Business Enterprise (LSBE) Preference Program**

- 9.7.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.7.2 Tri-City shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.7.3 Tri-City shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.7.4 If Tri-City has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this

information prior to responding to a solicitation or accepting a contract award.

## **9.8 Social Enterprise (SE) Preference Program**

9.8.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.8.2 Tri-City shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

9.8.3 Tri-City shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

9.8.4 If Tri-City has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer

and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

**9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program**

9.9.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.9.2 Tri-City shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.9.3 Tri-City shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

9.9.4 If Tri-City has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Tri-City shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for

certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

**9.10 Air or Water Pollution Requirements:** Unless specifically exempted under federal law, any federally funded Legal Entity Contract and/or any subcontracts in excess of \$100,000 must comply with the following provisions:

9.10.1 Tri-City agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Chapter 1).

9.10.2 Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

**9.11 Contractor's Exclusion From Participation In A Federally Funded Program**

9.11.1 Tri-City hereby warrants that neither it nor any of its staff members is restricted, excluded or suspended from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Tri-City will notify Director within 30 calendar days in writing of: (1) any event that would require Tri-City or a staff member's mandatory exclusion or suspension from participation in a federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the federal or State governments against Tri-City or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part. This warranty and notice requirements apply equally to suspensions from the Medi-Cal program as well as any other federally funded health care programs including but not limited to Medicare and Healthy Families.

- 9.11.2 There are a variety of different reasons why an individual or entity may be excluded from participating in a federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the Office of Inspector General (OIG), and State officials have the discretion not to exclude.
- 9.11.3 The mandatory bases for federal exclusion include: (1) felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of controlled substances, or (2) convictions related to patient abuse.
- 9.11.4 Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by federal health care program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its subcontractors or its significant business transactions; (6) loss of a State license to practice a health care profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded. Mandatory exclusions under State law from Medi-Cal are similar but also include convictions of a misdemeanor for fraud or abuse involving the Medi-Cal program or a Medi-Cal beneficiary.
- 9.11.5 Tri-City shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal or State exclusion or suspension of Tri-City or its staff members from such participation in a federally funded health care program. Tri-City shall provide the certification set forth



in Exhibit K (Attestation Regarding Federally Funded Program) as part of its obligation under this Paragraph 9.11.

9.11.6 Tri-City shall also comply with DMH Policy 106.04 (Contractors Eligibility to Provide Goods and Services to Federally Funded Health Care Programs and to Secure Federally Funded Contracts) which includes the following topics: 1) Tri-City's responsibility for any and all Civil Monetary Penalties associated with repayments for claims submitted for excluded or suspended agencies or individuals and 2) Tri-City's responsibility to provide employee identification information within three (3) business days should DMH or its representatives request it related to sanction list screening compliance.

9.11.7 Failure by Tri-City to meet the requirements of this Paragraph 9.11 shall constitute a material breach of Contract upon which County may immediately terminate or suspend this Contract.

**9.12 Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)**

9.12.1 In addition to Paragraph 8.12 (Contractor Responsibility and Debarment) Tri-City hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, Tri-City certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Tri-City certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Tri-City shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Tri-City to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

### **9.13 Restrictions On Lobbying**

9.13.1 If any federal funds are to be used to pay for any of Tri-City's services under this Contract, Tri-City shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101 121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Contract also fully complies with all such certification and disclosure requirements.

### **9.14 Disclosures**

9.14.1 Disclosure of 5% or More Ownership Interest: Pursuant to Code of Federal Regulations (CFR) Paragraph 455.104, Contractor shall submit the disclosures below to County regarding ownership and control. Tri-City shall provide the certification set forth in Exhibit P (Ownership/Controlling Interest Disclosure) as part of its obligation under this Paragraph 9.14. Tri-City must submit updated disclosures (Exhibit P) to County before entering into contract, and within 35 days after any change in the Tri-City's ownership or upon request by the County. Tri-City shall send all the disclosures to those persons and addresses which are set forth in Paragraph 8.34 (NOTICES).

(a) Disclosures to be provided:

- i. The name and address of any person (individual or corporation) with an ownership of control interest in Tri-City's business. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- ii. Date of birth and Social Security Number (in the case of an individual);
- iii. Other tax identification number (in the case of corporation with a 5% or more ownership or control interest in Tri-City business);
- iv. Whether the person (individual or corporation) with an ownership or control interest in the Tri-City's business is related to another person with

ownership or control in Tri-City's business such as a spouse, parent, child, or sibling;

- v. The name of any other disclosing entity in which Tri-City has an ownership or control interest; and
- vi. The name, address, date of birth, and Social Security Number of any managing employee of Tri-City.

9.14.2 Disclosures Related to Business Transactions: Tri-City must submit disclosures and updated disclosures to County including information regarding certain business transactions within 35 days, upon request:

- (a) The ownership of any subcontractor with whom the Tri-City has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
- (b) Any significant business transactions between Tri-City and any subcontractor during the 5-year period ending on the date of the request.

9.14.3 Disclosure Related to Persons Convicted of Crimes: Tri-City shall submit the following disclosures to County regarding Tri-City's management:

- (a) The identity of any person who is a managing employee of Tri-City who has been convicted of a crime related to federal health care programs (42 CFR Paragraph 455.106(a)(1), (2).)
- (b) The identity of any person who is an agent of Tri-City who has been convicted of a crime related to federal health care programs (42 CFR Paragraph 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 CFR Paragraph 455.101.
- (c) Tri-City shall supply the disclosures before entering into the contract and at any time upon County's request.
- (d) Tri-City's subcontractors, if any, shall submit the same disclosures to Tri-City regarding the subcontractors' owners, persons with controlling interest, agents, and

managing employees' criminal convictions. Subcontractors shall supply the disclosures before entering into a contract and at any time upon County's request.

## **9.15 Certification of Drug-Free Work Place**

9.15.1 Tri-City certifies and agrees that Tri-City and its employees shall comply with DMH's policy of maintaining a drug-free work place. Tri-City and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Tri-City's facilities or work sites or County's facilities or work sites. If Tri-City or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Tri-City, within five (5) days thereafter, shall notify Director in writing.

## **9.16 Purchases**

9.16.1 Purchase Practices: Tri-City shall fully comply with all federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

9.16.2 Proprietary Interest of County: In accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives, County shall retain all proprietary interest, except the use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Tri-City using any County funds. Upon the expiration or termination of this Contract, the discontinuance of the business of Tri-City, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Tri-City or its giving an assignment for the benefit of creditors, or the failure of Tri-City to satisfy any judgment against it within 30 calendar days of filing, County shall have the right to take immediate

possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Tri-City. County, in conjunction with Tri-City, shall attach identifying labels on all such property indicating the proprietary interest of County.

9.16.3 Inventory Records, Controls and Reports: Tri-City shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds. Within 90 calendar days following the execution of this Contract, Tri-City shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds. The inventory report shall be prepared by Tri-City on a form or forms designated by Director, certified and signed by an authorized officer of Tri-City, and one copy thereof shall be delivered to County within 30 calendar days of any change in the inventory. Within five business days after the expiration or termination of the Contract, Tri-City shall submit to County six copies of the same inventory report updated to the expiration or termination date of the Contract, certified and signed by an authorized officer of Tri-City, based on a physical count of all items of furniture, fixtures, equipment, materials, and supplies, as of such expiration or termination date.

9.16.4 Protection of Property in Contractor's Custody: Tri-City shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds, against any damage or loss by fire, burglary, theft, disappearance, vandalism or misuse. In the event of any burglary, theft, disappearance, or vandalism of any item of furniture, fixtures, equipment, materials, and supplies, Tri-City shall immediately notify the police and make a written report thereof, including a report of the results of any investigation which may be made. In the event of any damage or loss of any item of furniture, fixtures, equipment, materials, and supplies, from any cause, Tri-City shall

immediately send Director a detailed, written report. Tri-City shall contact DMH's Administrative Services Division for instructions for disposition of any such property which is worn out or unusable.

9.16.5 Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or termination of this Contract, or at any other time that County may request, Tri-City shall: (1) provide access to and render all necessary assistance for physical removal by County or its authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds, in the same condition as such property was received by Tri-City, reasonable wear and tear excepted, or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement or adjustment connected with such property shall be in accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives.

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, Tri-City has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of Mental Health or his designee thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
JONATHAN E. SHERIN, M.D., Ph.D.

\_\_\_\_\_  
Tri-City Mental Health Authority  
CONTRACTOR

By \_\_\_\_\_  
Name \_\_\_\_\_ Antonette Navarro  
Title \_\_\_\_\_ Executive Director  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

**DMH LEGAL ENTITY CONTRACT**

**FINANCIAL EXHIBIT A  
(FINANCIAL PROVISIONS)**



FINANCIAL EXHIBIT A  
(FINANCIAL PROVISIONS)

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
A. GENERAL .....	2
B. LIMITATIONS ON MAXIMUM REIMBURSEMENT .....	3
C. REIMBURSEMENT FOR INITIAL PERIOD.....	3
D. REIMBURSEMENT IF CONTRACT IS AUTOMATICALLY RENEWED.....	4
E. REIMBURSEMENT BASIS .....	4
F. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.....	5
G. GENERAL ADMINISTRATION REQUIREMENTS FOR TITLE XIX SHORT- DOYLE/MEDICAL AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE SERVICES .....	12
H. GOVERNMENT FUNDING RESTRICTIONS.....	15
I. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST .....	16
J. ANNUAL COST REPORTS.....	17
K. INTENTIONALLY OMMITTED .....	20
L. SPECIALTY MENTAL HEALTH SERVICES SHORT-DOYLE/MEDI-CAL UNITS OF SERVICE RECONCILIATION AND COST REPORT SETTLEMENT .....	20
M. AUDIT, AUDIT APPEAL AND ASSOCIATED SHORT-DOYLE/MEDI-CAL SETTLEMENT.....	21
N. PAYMENT BY CONTRACTOR TO COUNTY .....	23
O. INTEREST CHARGES ON DELINQUENT PAYMENTS.....	24
P. FINANCIAL SOLVENCY .....	24
Q. LIMITATION OF COUNTY'S OBLIGATION DUE TO NONAPPROPRIATION OF FUNDS .....	25
R. CONTRACTOR REQUESTED CHANGES.....	25
S. DELEGATED AUTHORITY .....	25
T. PUBLIC ENTITY STATUS .....	26
U. SURVIVAL: AMENDMENTS TO MAXIMUM CONTRACT AMOUNT AND FINANCIAL SUMMARY (EXHIBIT B).....	27

EXHIBITS

- EXHIBIT A-1: SPECIAL CLAIM CERTIFICATION FORM FOR TRI-CITY MENTAL HEALTH AUTHORITY
- EXHIBIT A-2: COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH - TRI-CITY CLAIMS CERTIFICATION FOR TITLE XIX SHORT-DOYLE/MEDI-CAL AND TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM DETERMINATION OF ELIGIBILITY

**FINANCIAL EXHIBIT A**  
**FINANCIAL PROVISIONS**

**A. GENERAL**

(1) The County shall reimburse Tri-City for Short-Doyle Medi-Cal (SD/MC) Federal Financial Participation (FFP), and 2011 Realignment/Behavioral Health Early Periodic Screening, Diagnosis, and Treatment (EPSDT) funds received from the State on behalf of Tri-City in payment for eligible SD/MC services provided under this Department of Mental Health (DMH) Legal Entity Contract and in accordance with the terms of this DMH Legal Entity Contract and the attachments thereto, including but not limited to this Financial Exhibit A (FINANCIAL PROVISIONS).

(a) For the purposes of the Contract, a “Funded Program” is a set of services paid through a particular funding source for the benefit of a specific beneficiary (e.g., Medi-Cal) as identified in the Service Delivery Plan.

(b) For the purposes of the Contract, the “Funded Program Amount” is the amount identified in the Service Delivery Plan.

(c) Tri-City understands and agrees that the Medi-Cal services prescribed in this Contract may include but are not limited to, Medi-Cal beneficiaries eligible under Early and Periodic, Screening, Diagnosis, and Treatment (EPSDT) Program; Title XXI Medicaid Children’s Health Insurance Program (MCHIP); traditional Title XIX SD/MC Program for low-income individuals who are age 65 or older, blind, disabled, or members of families with dependent children or qualified pregnant women or children; and Medicaid (Medi-Cal in California) Coverage Expansion under the Affordable Care Act, all of whom are eligible for services under the Title XIX Short-Doyle/Medi-Cal (SD/MC) and/or Title XXI MCHIP Program. Therefore, Tri-City shall ensure access and provision of a full array of Specialty Mental Health Services to all eligible beneficiaries based on client needs as set forth in the applicable Service Delivery Plan, Statement(s) of Work, and/or Service Exhibit(s) under this Contract.

(2) This Contract shall only cover SD/MC services.

(3) Tri-City shall comply with requirements necessary for reimbursement as established by federal, State and local statutes, laws, ordinances, rules, regulations, manuals, policies, guidelines and directives.

**B. LIMITATIONS ON MAXIMUM REIMBURSEMENT**

(1) The total maximum reimbursement by County to Tri-City under this Contract shall be an estimate based on Tri-City's anticipated funding for its eligible match from the State in the form of Tri-City's 1991 Realignment and Mental Health Services Act (MHSA) funds and its consequent anticipated SD/MC FFP and 2011 Realignment/Behavioral Health EPSDT reimbursement for eligible services for the Initial Period, First Automatic Renewal Period, Second Automatic Renewal Period, Third Automatic Renewal Period and the Fourth Automatic Renewal Period, respectively, of this Contract.

(a) Should the maximum reimbursement that will be disbursed by County to Tri-City under this Contract for any Funded Program be more than the amount identified as the Funded Program Amount for each Funded Program, as provided in the Service Delivery Plan for the Initial Period, First Automatic Renewal Period, Second Automatic Renewal Period, Third Automatic Renewal Period and the Fourth Automatic Renewal Period, respectively, of this Contract, Tri-City will submit a revised Service Delivery Plan.

(2) Tri-City shall immediately provide written notice to the County when, based on the Tri-City's own internal records, when it has received disbursement for services/activities under this Contract in an amount equal to seventy-five (75) percent of the total annual service amount reflected in the approved Service Delivery Plan during the Initial Period, First Automatic Renewal Period, Second Automatic Renewal Period, Third Automatic Renewal Period and the Fourth Automatic Renewal Period of this Contract.

(a) Tri-City shall send such notice to those persons and addresses which are set forth in the DMH Legal Entity Contract, Paragraph 8.34 (NOTICES).

**C. REIMBURSEMENT FOR INITIAL PERIOD**

(1) The Maximum Contract Amount (MCA) for the Initial Period of this Contract as described in Paragraph 1 (TERM) shall not exceed **ZERO DOLLARS (\$0)** and shall consist of SD/MC FFP and/or 2011 Realignment/Behavioral Health, EPSDT, as shown on the Service Delivery Plan.

**D. REIMBURSEMENT IF CONTRACT IS AUTOMATICALLY RENEWED**

(1) Reimbursement For First Automatic Renewal Period: The MCA for the First Automatic Renewal Period of this Contract as described in Paragraph 4 (TERM OF CONTRACT) shall not exceed **ZERO DOLLARS (\$0)** and shall consist of SD/MC FFP and 2011 Realignment/Behavioral Health EPSDT, and/or federal funds as shown on the Service Delivery Plan.

(2) Reimbursement For Second Automatic Renewal Period: The MCA for the Second Automatic Renewal Period of this Contract as described in Paragraph 4 (TERM OF CONTRACT) shall not exceed **ZERO DOLLARS (\$0)** and shall consist of SD/MC FFP and 2011 Realignment/Behavioral Health EPSDT, and/or federal funds as shown on the Service Delivery Plan.

(3) Reimbursement For Third Automatic Renewal Period: The MCA for the Third Automatic Renewal Period of this Contract as described in Paragraph 4 (TERM OF CONTRACT) shall not exceed **ZERO DOLLARS (\$0)** and shall consist of SD/MC FFP and 2011 Realignment/Behavioral Health EPSDT, and/or federal funds as shown on the Service Delivery Plan.

(4) Reimbursement For Fourth Automatic Renewal Period: The MCA for the Fourth Automatic Renewal Period of this Contract as described in Paragraph 4 (TERM OF CONTRACT) shall not exceed **ZERO DOLLARS (\$0)** and shall consist of SD/MC FFP and 2011 Realignment/Behavioral Health EPSDT, and/or federal funds as shown on the Service Delivery Plan.

**E. REIMBURSEMENT BASIS**

(1) Reimbursement Rates for Mental Health Services: For mental health services claimed and billed through the County's claims processing information system, and except as further limited elsewhere in this Contract, Tri-City will utilize provisional rates based on a Cost Reimbursement methodology under this Contract.

(a) Tri-City shall calculate its requested rates in accordance with the terms and limitations set forth in DMH Policy, *Provisional Rate Setting*, or as otherwise directed by DMH.

(b) Requested rates for services provided under this Contract shall be uniform, unless otherwise agreed to by County and Tri-City, and will apply to all similar services.

(c) All provisional rates are subject to prior review and approval of the County consistent with the DMH Policy, Provisional Rate Setting. Should the County be in disagreement with Tri-City's provisional rates, the County will meet with Tri-City to discuss.

(d) County may adjust Tri-City's provisional rate(s) based on the most current cost report data as outlined in the DMH Policy, *Provisional Rate Setting*, or as otherwise specified by DMH.

(e) It is the parties' understanding that State payment for each unit of service shall be based on 100% of the provisional rate for such service claimed by the County to the State.

(f) Tri-City may request, as outlined in DMH Policy, Provisional Rate Setting, revisions to one or more of the provisional rates. Based on the documentation supplied by Tri-City, or such other factors as may reasonably be considered, the County will grant or deny such request or after discussion with Tri-City, modify it. Changes to the provisional rate do not require an amendment to this Contract.

(g) Tri-City shall have, for each service it provides, a published charge, which it will set at its own discretion and with the understanding that such published charge may act as a limitation on its allowable payment under this Contract as specified in Subparagraph 7(a)(ii) of Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS).

**F. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS**

(1) County payments of SD/MC FFP and 2011 Realignment/Behavioral Health EPSDT funds to Tri-City for performance of eligible services hereunder are:

(a) Provisional until the completion of all settlement activities and audits, as such payments are subject to future County, State and/or federal adjustments. State and/or County adjustments to provisional payments to Tri-City may result from County's claim processing information system data, State adjudication of Medi-Cal claims files, contractual limitations of this Contract, annual cost report, application of various County, State and/or federal reimbursement limitations, application of County, State,

and/or federal policies, procedures, and regulations, and/or County, State or federal audits, all of which take precedence over monthly reimbursements. County and Tri-City acknowledge that the references in this Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS) represent examples only and are not intended, nor shall be construed, to represent all of the circumstances or conditions that may result in adjustments to provisional payments.

(b) To be made by County using the business rules as shown in this Financial Exhibit A (FINANCIAL PROVISIONS) for each of the respective State and/or federal funding sources(s).

(c) Restricted to the services identified in the Statement(s) of Work and/or Service Exhibits (Exhibit C).

(d) Applied at the Legal Entity level.

(2) Tri-City acknowledges and agrees that County's final payment to Tri-City for Title XIX SD/MC and/or Title XXI MCHIP services is contingent on payment from the State and federal governments. County's submission of claims on behalf of Tri-City does not render County in any way responsible for payment of, or liable for, Tri-City's claims for payment for these services. Tri-City's ability to receive payment for such services is entirely dependent upon Tri-City's compliance with all laws and regulations related to such services.

(3) Claims Certification and Program Integrity: Tri-City certifies that all units of service entered by Tri-City into the County's claims processing system covered by this Contract will be true and accurate to the best of Tri-City's knowledge. In addition, Tri-City's Executive Director (or equivalent position) shall certify, using the form at Exhibit A-1 to this Attachment II, for each batch of claims submitted to the County, that all such claims have been individually reviewed for completeness and accuracy, and that to best of his/her knowledge and belief, (i) medical necessity exists for the services claimed, (ii) that a timely service plan which includes the specific service claimed has been prepared for the beneficiary, (iii) that an adequate progress note reflecting the service claimed as well as all other necessary information exists, and (iv) that the services meet the federal, State and County requirements for coverage and reimbursement under the SD/MC program. Further, Tri-City shall annually provide the additional certification set forth in the Contractor Claims Certification for Title XIX Short-Doyle/Medi-Cal and Title\_XXI Medicaid

Children's Health Insurance Program Reimbursements" (Exhibit A-2 to this Attachment II) related to Tri-City's compliance with specific State and federal statutory and regulatory requirements which are conditions for the reimbursement of Title XIX SD/MC and/or Title XXI MCHIP claims. Tri-City understands and acknowledges that the County will be relying on the accuracy of the representations in these certifications in submitting claims to the State, which will make claims to the federal government, and that intentional or reckless mis-certification could create false claims liability for Tri-City.

(4) Submission of Bills:

(a) Claims for SD/MC services are to be entered into the County's claims processing information system within, (i) for initial or original (non-replacement) claims, six (6) months after the end of the month in which the services were rendered and (ii) for replacement claims, nine (9) months of the end of the month in which mental health services are delivered, except as otherwise provided in this Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS).

(b) Notwithstanding Subparagraph (4) (a) of this Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS), good cause justification for late claim submission is governed by applicable federal and State laws and regulations and is subject to approval by the State and/or County.

(c) Tri-City shall, as soon as practicable, notify County of any delay in meeting the submission period specified in Subparagraph (4) (a) of this Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS) in the event Tri-City is not able to make timely data entry into the County's claims processing information system due to no fault on the part of Tri-City. Such Tri-City notification should be immediate upon Tri-City's recognition of the delay and must include a specific description of the problem that Tri-City is having with the County's claims processing information system. Notification shall be pursuant to the DMH Legal Entity Contract, Paragraph 8.34 (NOTICES), and such notification shall also be made by Tri-City to the DMH Chief Information Office Bureau's Help Desk.

i. Tri-City shall be responsible for ensuring all response files (e.g., Health Care Claim Status Response/277 Claim Acknowledgment File, TA1, 999, and 835 files) are received, reviewed, and dispositioned within the time frame(s)

established by DMH CIOB.

(d) The County will notify Tri-City in writing as soon as practicable of any County issue(s) which will prevent the entry by Tri-City of claiming information into the County's claims processing information system, and County, if appropriate, will waive the requirement of Subparagraphs (4) (a) of this Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS) in the event of any such County issue(s). Once County has notified Tri-City that its issues are resolved, Tri-City shall enter billing information into the County's claims processing information system within 30 calendar days of County's notice date unless otherwise agreed to by County and Tri-City.

i. To the extent that issues identified pursuant to Subparagraph (4) (d) of this Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS) require that Tri-City modify its procedures for entering claims into the County's claims processing information system, Tri-City shall consult with County regarding a reasonable time required to implement such modifications and, upon approval by County, the 30 calendar days required by Subparagraph (4) (d) of this Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS) shall be extended by the amount of time required to implement such modifications. Such reasonable time must comply with State and federal Medi-Cal claims submission time frames.

(e) County may modify the County's claims processing information system at any time in order to comply with changes in, or interpretations of, State or federal laws, rules, regulations, manuals, guidelines, and directives. County shall notify Tri-City in writing of any such modification and the reason, if known, for the modification and the planned implementation date of the modification. To the extent that such modifications create a delay in Tri-City submitting claims into the County's claims processing information system for a period of time, the timelines under this Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS) shall be extended for the period determined by County which is reasonably based on the time the system is inactive.

(5) Tri-City acknowledges and agrees that County, in undertaking the processing of claims and payment for services rendered under this Contract does so as the Mental Health Plan for the Medi-Cal Program.

(6) County shall have no liability for Tri-City's failure to comply with the



time frames established under this Contract and/or State and federal time frames, except to the extent that such failure was through no fault of Tri-City.

(7) Reimbursement Methodologies: County agrees that aggregate final compensation for services under this Contract will be based on the following, less any Tri-City-provided local match, all fees paid by or on behalf of patients/clients receiving services hereunder and all other revenue, interest and return resulting from services, hereunder, unless otherwise specified in this Contract.

(a) Cost Reimbursement (CR): Final reimbursement shall be based upon Tri-City's allowable actual costs incurred in providing eligible mental health services reflected in State approved Medi-Cal 835 claims file(s), and County's analysis of the claim's reasonableness subject to the limitations specified in this Financial Exhibit A (FINANCIAL PROVISIONS).

i. Reasonable, necessary and proper actual costs will be considered allowable, subject to the limitations specified in this Contract. The Centers for Medicare and Medicaid Services' Publications #15-1 and #15-2, "The Provider Reimbursement Manual Parts 1 and 2" is to be used to determine allowable costs for federal funds reimbursements. For non-federal funds, allowable costs shall be governed by State law, regulations and/or policy.

ii. Additionally, reimbursement for Medi-Cal funded cost reimbursed services is limited to the lowest of:

1. Tri-City's published charge(s) to the general public; unless Tri-City is a Nominal Charge Provider. This federal published charges rule is applicable only for outpatient, rehabilitative, case management and 24-hour services or

2. Tri-City's actual reasonable and necessary costs. To the extent required by the State of California, reasonable and necessary administrative expenses will be limited to 15 percent of direct service costs.

(b) All monthly claims shall be subject to adjustment based upon the County's claims processing information system reports, remittance advices and State 835 Medi-Cal data, and/or Tri-City's annual Cost Report which shall supersede and take precedence over all claims.

(c) Adjustment of Claims for Contract Compliance: Director, in

his sole discretion and at any time and without prior written notice to Tri-City, may take any necessary actions required to ensure that Tri-City is not paid by County a sum in excess of the amount due to Tri-City under the terms and conditions of this Contract. Such actions may include, but are not limited to, reimbursing claims submitted through the claims processing information system at an amount less than the amount that would be calculated using Tri-City's provisional rates, denying claims for payment, holding claims for Medi-Cal services from being forwarded for adjudication by the State, withholding payment of certain claims, and/or demanding repayment from Tri-City.

i. Concurrent with any such action, Director shall provide Tri-City with written notice of the County's decision to take such action(s), including the reason(s) for the action. Thereafter, Tri-City may, within 15 calendar days of Tri-City's receipt of the notification, request reconsideration of the County's decision. Tri-City may request in writing, and shall receive if requested, County's computations which supports its determination that such actions were necessary, including any amount(s) held, denied, or reduced.

ii. Upon receiving a request for reconsideration from Tri-City, County shall, within 15 calendar days, schedule a meeting with Tri-City to consider Tri-City's request to reconsider its action. At said meeting, Tri-City may present to the County information or documentation relevant to the circumstances that led the County to take such actions and may propose a date for submitting the complete and correct data.

iii. Within 15 calendar days of said meeting, County shall, in writing, notify Tri-City, of its final decision. The decision of the Director will be final.

(d) Director shall have the option to deny payment for services when documentation of clinical work does not meet minimum State and County written standards. Director shall provide Tri-City with at least 30 calendar days' written notice of his intention to deny payment, including the reason(s) for his intended actions. Thereafter, Tri-City may, within 15 calendar days, request reconsideration of the County's decision. SD/MC FFP and 2011 Realignment/Behavioral Health EPSDT payments to Tri-City shall not be withheld pending the results of the reconsideration process.

(9) Suspension of Payment:

(a) SD/MC FFP and 2011 Realignment/Behavioral Health EPSDT payments to Tri-City may be suspended if Director, for good cause, determines that Tri-City is in default under any of the provisions of this Contract. Except in cases of alleged fraud or similar intentional wrongdoing or a reasonable good faith determination of pending insolvency, at least 30 calendar days' notice of such suspension shall be provided to Tri-City, including a statement of the reason(s) for such suspension.

i. Tri-City may, within 15 calendar days, request reconsideration of Director's decision to suspend payment. Suspension of payment to Tri-City shall not take effect pending the results of such reconsideration process.

ii. Upon receiving a request for reconsideration from Tri-City, County shall, within 15 calendar days, schedule a meeting with Tri-City to consider Contractor's request to reconsider its action. At said meeting, Tri-City may present to the County information or documentation relevant to the circumstances that led the County to take such actions and may propose alternative actions.

iii. Within 15 calendar days of said meeting, County shall, in writing, notify Tri-City of its final decision. The decision of the Director will be the final administrative decision.

(b) Because payments to Tri-City will be suspended if 2011 Realignment/Behavioral Health or federal funds are unavailable for payment of such claims, Director shall immediately notify Tri-City upon receiving notification of unavailability of funds from the State for payment on such claims.

(10) No Payment for Services Provided Following Expiration/Termination of Contract: Tri-City shall have no claim against County for payment of any money, or reimbursement of any kind whatsoever, for any service provided by Tri-City after the expiration or other termination of this Contract or relating to any terminated portion thereof. Should Tri-City receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Tri-City. This provision shall survive the expiration or other termination of this Contract.

(11) Tri-City agrees to hold harmless both the State and beneficiary in the

event County cannot or will not disburse payment for eligible services performed by Tri-City pursuant to this Contract.

**G. GENERAL ADMINISTRATION REQUIREMENTS FOR TITLE XIX SHORT-DOYLE/MEDI-CAL AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE SERVICES**

(1) Short-Doyle/Medi-Cal is California's mental health designation for federal Title XIX Medicaid and Title XXI MCHIP. FFP funds are available for mental health expenditures incurred by a public entity when providing eligible services to Medi-Cal beneficiaries and when local match funds are also expended in rendering those Medi-Cal services. 2011 Realignment/Behavioral Health funds are also available for a portion of the local match for Medi-Cal eligible beneficiaries eligible for the EPSDT services. EPSDT is Medicaid's (hence Medi-Cal's) comprehensive and preventive child health program for individuals under the age of 21. Medi-Cal beneficiaries that are eligible for the EPSDT service are assigned specific Medi-Cal aid codes which distinguish their EPSDT eligibility status.

(2) County will disburse any SD/MC FFP/2011 Realignment/Behavioral Health funds to Tri-City, the State designated outpatient services Mental Health Authority for the cities of Pomona, Claremont and La Verne, in County's capacity as the State designated Mental Health Plan.

(3) County will disburse SD/MC FFP, 2011 Realignment/Behavioral Health funds to Tri-City only:

(a) For State adjudicated approved SD/MC claims which have not been subsequently voided by Tri-City from County's claims processing information system.

(b) During the time the Tri-City is certified as a Title XIX SD/MC and Title XXI MCHIP provider.

(c) To the extent that Tri-City certifies sufficient local funds which qualify under the Code of Federal Regulations as the match funds for the SD/MC expenditures, thusly permitting the FFP reimbursement.

(d) Upon receipt of the FFP and 2011 Realignment/Behavioral Health EPSDT payments from the State. Upon such receipt, County will proceed to disburse such FFP and 2011 Realignment/Behavioral Health EPSDT funds to Tri-City as

follows:

i In an amount equal to that of the State-paid FFP and the 2011 Realignment/Behavioral Health funds calculated based on the EPSDT baseline and growth determined by the State, for the adjudicated approved SD/MC claim lines totals less the FFP and 2011 Realignment/Behavioral Health funds related to any of such State approved claims that have been voided by Tri-City from the County's claims processing information system.

(e) Notwithstanding the requirements above, the Director at his exclusive discretion may advance funds to Tri-City where, through no fault of Tri-City, receipt of payment of FFP and/or 2011 Realignment/Behavioral Health funds has been delayed.

(4) Each Fiscal Year of the term of this Contract, County shall disburse to Tri-City payments received for State adjudicated approved claims for Title XIX SD/MC and/or Title XXI MCHIP services only to the extent required by federal laws, regulations, manuals, guidelines, and directives and only after receiving payment from the State for such FFP and 2011 Realignment/Behavioral Health EPSDT funds.

(5) Tri-City understands and agrees that County's actions in providing assistance in processing claims as the Mental Health Plan for the State and federal governments is subject to reimbursement from the State and does not render County in any way to be ultimately fiscally responsible for payment for Tri-City's claims for payment for these Title XIX SD/MC and/or Title XXI MCHIP services. Tri-City's ability to retain the Title XIX SD/MC and/or Title XXI MCHIP payment for such State approved claimed services is entirely dependent upon compliance with the law and regulations related to same.

(6) Each Fiscal Year of the term of this Contract, the federal and local match reimbursement for Title XIX SD/MC and/or Title XXI MCHIP services shall be made on the basis of the State's notification to County of the applicable respective federally published Federal Medical Allowance Percentages (FMAPs) and the 2011 Realignment/Behavioral Health funds participation percentage at the time of the date of the service.

(a) 2011 Realignment/Behavioral Health Funds, Local Match and FFP: Tri-City is responsible for providing the eligible local matching funds for the

applicable portion of the EPSDT baseline and growth determined by the State to be assignable to Tri-City's claims, and shall expend and certify the expenditure of such amounts. The parties agree that the Tri-City's provisional EPSDT Medi-Cal payments will be based upon the State 835 identified provisional approved FFP and 2011 Realignment/Behavioral Health funds calculated based on the EPSDT baseline and growth determined by the State. FFP and 2011 Realignment/Behavioral Health funds payments will be finalized as a part of the State's cost report settlement and audit processes for each fiscal year using the State generated allocation of EPSDT baseline and growth obligations, subject to further adjustment by the State's audit and appeal processes.

(7) Tri-City authorizes County to serve as the Mental Health Plan for State claiming and reimbursement for SD/MC services provided pursuant to this Contract and to act on Tri-City's behalf with State Department of Health Care Services (SDHCS) in regard to claiming. Tri-City shall certify annually, no later than July 10 of each year, in writing, that all necessary documentation will exist at the time any such claims for Title XIX SD/MC and/or Title XXI MCHIP services are submitted by Tri-City to County.

(8) Tri-City shall be solely responsible for all service data and information submitted by Tri-City and shall be liable except to the extent that its data complies with express County rules. County shall submit, as the Mental Health Plan, to SDHCS Title XIX SD/MC and/or Title XXI MCHIP claims and shall timely make available to Tri-City any subsequent State approvals or denials of such claims. Tri-City shall submit to County all Title XIX SD/MC and/or Title XXI MCHIP claims or other State required claims data within the time frame(s) prescribed in Subparagraph (4) of Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS) above. County shall have no liability for Tri-City's failure to comply with these time frames.

(9) Notwithstanding any other provision of this Contract, Tri-City shall hold County harmless from and against any loss to Tri-City resulting from any of the following caused by Tri-City: State denials, unresolved EOB claims, and/or any federal and/or State audit disallowances for such Title XIX SD/MC and/or Title XXI MCHIP services unless the denial or disallowance was due to the fault of County.

(10) As the State designated Title XIX SD/MC and Title XXI MCHIP Mental Health Plan, County shall submit reimbursement claims to the State in a timely

manner only for those services identified and entered by Tri-City into the County claim processing information system as appropriate claims compliant with State and federal requirements. Tri-City shall comply with all written instructions provided by County and/or State to Tri-City regarding Title XIX SD/MC and Title XXI MCHIP claiming and documentation.

(11) Tri-City shall maintain an audit file documenting all Title XIX SD/MC and/or Title XXI MCHIP services, as provided in the DMH Legal Entity Contract, Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

(12) County may modify the County's claiming systems for Title XIX SD/MC and/or Title XXI MCHIP services at any time in order to comply with changes in, or interpretations of, State or federal laws, rules, regulations, manuals, guidelines, and directives. County shall notify Tri-City in writing of any such modification and the reason, if known, for the modification and the planned implementation date of the modification.

(13) Specialty Mental Health Services (SMHS) Reconciliation Report: Tri-City shall complete and certify, in accordance with State and County instructions, and provide DMH with two (2) copies of an accurate and complete SMHS Reconciliation Report, also referred to as "Title XIX SD/MC Reconciliation Report," by the due date set by the County for the applicable fiscal year.

(a) Should Tri-City fail to provide County with the SMHS Reconciliation Report by the due date, then Director, in his sole discretion, shall determine which State approved SD/MC services shall be used by County for completion of the SMHS Reconciliation Report.

(b) Tri-City shall hold County harmless from and against any loss to Tri-City resulting from Tri-City's failure to provide County with the SMHS Reconciliation Report and County's subsequent determination of which State-approved SD/MC services to use for completion of the SMHS Reconciliation Report for Tri-City.

(14) In no event shall County be liable or responsible to Tri-City for any State approved Title XIX SD/MC and/or Title XXI MCHIP services that are subsequently disallowed by County, State, and/or federal governments unless the disallowance was based on Tri-City's compliance with written County guidelines.

**H. GOVERNMENT FUNDING RESTRICTIONS**

(1) This Contract shall be subject to any restrictions, limitations, or

conditions imposed by State, including, but not limited to, those contained in State's Budget Act, which may in any way affect the provisions or funding of this Contract. This Contract shall also be subject to any additional restrictions, limitations, or conditions imposed by the federal government which may, in any way, affect the provisions or funding of this Contract. In the event that, based on any revision to State or federal law, Tri-City is no longer considered a public entity capable of certifying a public expenditure or making an intergovernmental transfer under federal Medicaid rules, the provisions of Paragraph T (PUBLIC ENTITY STATUS) shall control.

**I. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST**

(1) Tri-City shall comply with all County, State, and federal requirements and procedures relating to:

(a) The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), including Welfare and Institutions Code Sections 5709 and 5710.

(b) The eligibility of patients/clients for SD/MC, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Tri-City shall pursue and report collection of all patient/client and other revenue.

(2) All fees paid by patients/clients receiving services under this Contract and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by Tri-City only for the delivery of mental health services specified in this Contract.

(3) Tri-City shall not retain any fees paid by any resources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing the mental health services from which the fees were derived.

(4) Tri-City may retain any interest and/or return which may be received, earned or collected from any funds disbursed by County to Tri-City, provided that Tri-City shall utilize all such interest and return only for the delivery of mental health services specified in this Contract.

(5) Failure of Tri-City to report in all applicable claims and in its Annual Cost Report, all fees paid by patients/clients receiving services hereunder, all fees paid



on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services hereunder, and all interest and return on funds disbursed by County to Tri-City, shall result in:

(a) Tri-City's submission of a revised claim statement showing all such non-reported revenue.

(b) A report by County to SDHCS of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries.

(c) Any appropriate financial adjustment to Tri-City's reimbursement.

**J. ANNUAL COST REPORTS**

(1) For each Fiscal Year or portion thereof that this Contract is in effect, Tri-City shall provide County with two (2) copies of an accurate and complete Annual Cost Report, along with a statement of expenses and revenue, and a Cost Report Certification. The statement of expenses and revenue and the Cost Report Certification must be signed by a Tri-City's executive or designee, by the due date specified in Subparagraph (4) of this Paragraph J (ANNUAL COST REPORTS).

(2) An accurate and complete Annual Cost Report shall be defined as a Cost Report which is completed utilizing reliable data source(s) to the best of the ability of Tri-City on such forms or in such formats as specified and instructed by County.

(3) The Annual Cost Report will be comprised of a separate set of forms for the County and State for the Financial Summary applicable to the fiscal year.

(4) The Annual Cost Report will be due on September 15th for the fiscal year ending on the previous June 30<sup>th</sup> or 75 calendar days following the expiration or termination date of this Contract, whichever occurs earlier. Should the due date fall on a weekend, such report will be due on the following business day.

(a) Failure by Tri-City to submit an Annual Cost Report within 30 calendar days after the applicable due date specified in Subparagraph (4) of this Paragraph J (ANNUAL COST REPORTS) shall constitute a breach of this Contract. In addition to, and without limiting, any other remedy available to the County for such breach, County may undertake any or all of the following to remedy such breach:

i. In such instance that Tri-City does not submit an

Annual Cost Report(s) within such 30 calendar days after the applicable due date specified in Subparagraph (4) of this Paragraph J (ANNUAL COST REPORTS), then all amounts covered by the outstanding Annual Cost Report(s) and disbursed by County to Tri-City for the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be due by Tri-City to County. Tri-City shall pay County according to the method described in Paragraph N (PAYMENTS BY CONTRACTOR TO COUNTY).

ii. If this Contract is extended as provided in DMH Legal Entity Contract Paragraph 4 (TERM OF CONTRACT), then County may opt to not allow any further payments to Tri-City under this Contract until the Annual Cost Report(s) is (are) submitted. County shall give Tri-City at least 15 business days' written notice of its intention to suspend payments hereunder, including the reason(s) for its intended action. Thereafter, Tri-City shall have 15 business days either to correct the deficiencies, or to request reconsideration of the decision to suspend payments. Payments to Tri-City shall not be suspended during the 15 business days provided to correct the deficiency or, if reconsideration is requested, pending the results of the reconsideration process.

(b) It is mutually understood and agreed that failure of Tri-City to submit an Annual Cost Report(s) by the due date specified in Subparagraph (4) of this Paragraph J (ANNUAL COST REPORTS) will result in damages being sustained by County; that the nature and amount of such damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Tri-City breach. Therefore, in the event of Tri-City's failure to submit an Annual Cost Report(s) by the due date specified in this Subparagraph (4), County may, in its sole discretion, assess liquidated damages in the amount of ONE HUNDRED DOLLARS (\$100) for each day that the Annual Cost Report(s) is (are) not submitted.

i Liquidated damages shall be assessed separately on each outstanding Annual Cost Report.

ii Liquidated damages shall be assessed commencing on September 16th or on the seventy-sixth day following the expiration or termination date of this Contract and shall continue until the outstanding Annual Cost Report(s) is(are) received.

iii Upon written request from County for payment, Tri-City shall submit payment to the County for said damages within 30 calendar days.

iv Tri-City may ask that liquidated damages not be assessed by sending a written request for an extension to submit the Annual Cost Report to the Director no later than 30 calendar days prior to the due date specified in this Subparagraph (4). The decision to grant an extension without assessing liquidated damages shall be at the sole discretion of the Director.

(5) Each such Annual Cost Report shall be prepared by Tri-City in accordance with the Centers for Medicare and Medicaid Services' Publications #15-1 and #15-2, "The Provider Reimbursement Manual Parts 1 and 2," the State's Cost Reporting System (CFRS) Instruction Manual, and any other written guidelines that are provided to Tri-City at the Cost Report training. The training will be conducted by County prior to the Annual Cost Report submission deadline.

(a) Attendance by Tri-City at the County's Cost Report Training is mandatory. The Cost Report training may be live or via video conference as determined by DMH. It is the responsibility of Tri-City to have the necessary infrastructure to participate.

(b) Tri-City must participate for the entire duration of the training, unless otherwise permitted by County, in order to meet the attendance requirement.

(c) County may, in its sole discretion, assess liquidated damages in the amount of ONE HUNDRED DOLLARS (\$100) for Tri-City's non-attendance at the Cost Report training.

(6) Upon written notification from the Director that Tri-City's Annual Cost Report contains errors or inaccuracies, Tri-City shall, within 15 calendar days, correct such errors and/or inaccuracies and resubmit its Annual Cost Report. In the event that Tri-City disagrees with County's determination that an error or inaccuracy exists, it may so inform County in writing and need not correct the Annual Cost Report. County will so inform the State and allow the State to determine whether to make an adjustment on audit. If Tri-City fails to correct inaccuracies in Annual Cost Report within 30 calendar days after receipt of written notification from the Director or his designee and said inaccuracies result in the loss of reimbursement to Tri-City for claimable amounts that were disbursed to Tri-City, Tri-City must return to the County the amount of the loss of

reimbursement that County could have claimed on behalf of Tri-City if the inaccuracy was corrected by Tri-City.

(7) Tri-City shall be solely responsible, and shall indemnify County for any loss incurred by County due to Tri-City's failure to comply with County and State cost report requirements.

**K. INTENTIONALLY OMITTED**

**L. SPECIALTY MENTAL HEALTH SERVICES SHORT-DOYLE/MEDI-CAL UNITS OF SERVICE RECONCILIATION AND COST REPORT SETTLEMENT**

(1) Tri-City is required to participate in the SD/MC Units Of Service (UOS) reconciliation and DHCS SD/MC Cost Report Settlement process. To the extent that DHCS issues a settlement amount to County, County will issue a subsequent settlement to Tri-City.

(2) Such SD/MC UOS reconciliation and associated settlement will be subject to the terms and conditions of this Contract and any other applicable State and/or federal statutes, regulations, policies, procedures, and/or other requirements pertaining to cost reporting and settlements for Title XIX SD/MC and/or Title XXI MCHIP.

(3) County shall issue the DHCS SD/MC Cost Report Settlement results to Tri-City no later than 180 calendar days following receipt of the outcome from DHCS.

(a) As part of its SD/MC Cost Report Settlement process, County shall identify any amounts due to Tri-City by the County or due from Tri-City to the County.

(b) Upon issuance of the County's SD/MC Cost Report Settlement amounts, Tri-City may, within 30 calendar days, submit a written request to Director for review of the SD/MC Cost Report Settlement results.

i Upon receipt by County of Tri-City's written request, County shall, within 30 calendar days, meet with Tri-City to review the SD/MC Cost Report Settlement amounts and to consider any documentation or information presented by Tri-City. Tri-City may waive such meeting and elect to proceed based on written submission at its sole discretion.

ii Within 30 calendar days of the meeting specified in Subparagraph (i) above, County shall issue a response to Tri-City that confirms or adjusts any amounts due to Tri-City by County or due from Tri-City to County..

(4) In the event that the SD/MC Cost Report Settlement indicates that Tri-City is due payment from County , County shall initiate the payment process to Contractor within 30 calendar days following the expiration of the date to request a review as specified above in Subparagraph (3) (b) of this Paragraph L (SPECIALTY MENTAL HEALTH SERVICES SHORT-DOYLE/MEDI-CAL UNITS OF SERVICE RECONCILIATION AND COST REPORT SETTLEMENT) or issuance of the County response as specified above in Subparagraph (3) (b) ii of this Paragraph L (SPECIALTY MENTAL HEALTH SERVICES SHORT-DOYLE/MEDI-CAL UNITS OF SERVICE RECONCILIATION AND COST REPORT SETTLEMENT), whichever is later.

(5) In the event that the SMHS Cost Report Settlement indicates that Tri-City owes payments to the County, Tri-City shall make payments to the County in accordance with the terms of Paragraph N (PAYMENTS BY CONTRACTOR TO COUNTY).

**M. AUDIT, AUDIT APPEAL AND ASSOCIATED SHORT-DOYLE/MEDI-CAL SETTLEMENT**

(1) At any time during the term of this Contract or after the expiration or termination of this Contract, in accordance with State and federal law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the County, State or federal governments may conduct an audit of Tri-City regarding the Title XIX SD/MC and/or Title XXI MCHIP mental health services provided hereunder.

(2) Settlement of audit findings will be conducted according to the auditing party's procedures in place at the time of the audit.

(3) Post-Audit SD/MC Settlement: At the conclusion of its Audit process, DHCS will issue a Report on the Cost Report Review (Audit Report) and initiate a corresponding settlement action.

(a) Within 90 calendar days of receiving the Audit Report, County shall inform Tri-City of any audit findings and associated settlement actions (i.e. amount to be collected, amount to be paid, etc.).

(b) If the audit findings result in an amount due to County by Tri-City, Tri-City shall make payment to the County in accordance with the term of Paragraph N (PAYMENTS BY CONTRACTOR TO COUNTY).

(c) County shall follow all applicable federal, State, and County laws, regulations manuals, guidelines and directives in recovering any over-payments from Tri-City.

(d) If the audit findings result in an amount due to Tri-City by the County, County shall initiate the payment process to Tri-City within 30 days of receiving the Audit Report settlement from DHCS or if applicable, within 30 days of receiving Board authorization.

(e) To the extent DHCS defers its collection of any amounts due from or payable to the County, County will also defer corresponding settlement action to Tri-City until such time DHCS initiates its settlement action with County.

(4) SD/MC Audit Appeals: Tri-City may appeal any such audit findings in accordance with the audit appeal process established by DHCS.

(a) For federal audit findings, federal audit appeal process shall be followed.

(b) Tri-City may appeal DHCS audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations (CCR). Such appeals must be filed through County. County shall notify Tri-City of State appeal deadlines after County's receipt of information from State.

(5) Post-Audit SD/MC Appeal Settlement:

(a) If DHCS recalculates the Audit Report settlement and issues a revised Audit Report due to the resolution of appealed issues, County will revise its settlement accordingly.

i. If the Post-Audit Appeal, revised Audit Report results in amounts due from County to Tri-City, County shall initiate the payment process to Tri-City within 30 days of receiving the revised Audit Report settlement payment from DHCS or if applicable, within 30 days of receiving Board authorization.

ii. If the Post-Audit Appeal, revised Audit Report results in amounts due from Tri-City to County, Tri-City shall make payments to County in accordance with the terms of Paragraph N (PAYMENTS BY CONTRACTOR TO COUNTY).

iii. To the extent DHCS defers its collection of any amounts due from or payable to the County, County will also defer corresponding

settlement actions to the Tri-City until such time DHCS initiates its settlement action with County.

(6) Notwithstanding any other provisions of this Contract, if Tri-City appeals any findings in the State audit report, the appeal shall not prevent the County from recovering from Tri-City any amount owed by Tri-City that the State has recovered from County.

(7) Other State Audits: Tri-City must notify the County of any State Audits in conformance with the provisions of Section 1810.380 of Title 9 of the CCR or such other form of appeal specified by the State in its report of audit findings or settlement or as required in any other regulation governing such appeals which may, in the future, be promulgated by the State.

(8) County Audits:

(a) Should the auditing party be the County, Tri-City will have 30 calendar days from the date of the audit report within which to file an appeal with County. The letter providing Tri-City with notice of the audit findings shall indicate the persons and address to which the appeal should be directed. County shall consider all information presented by Tri-City with its appeal, and will issue its decision on the appeal after such consideration. Such decision is final. County will issue a written notification of the amount due within 30 calendar days of the appeal decision. Tri-City shall make payment to the County as instructed in the written notification of the amount due.

(b) Director, in his sole discretion, shall determine the need to revise certain cost report forms (i.e. LAC 101, MH 1960, MH 1962, etc.) as needed to reflect the audit disallowance related to costs and expenditures as agreed by Tri-City. To the extent such revisions are made, County will inform Tri-City of such action and provide Tri-City with a copy of the revised forms.

**N. PAYMENTS BY CONTRACTOR TO COUNTY**

(1) Within ten (10) business days after written notification by County to Tri-City of any amount due by Tri-City to County on behalf of the State Tri-City will notify County as to which of the following five payment options Tri-City requests be used as the method by which such amount shall be recovered by County on behalf of the State. Any such amount shall be:

(a) Paid in one cash payment by Tri-City to County on behalf of

the State;

(b) Deducted from future claims over a period not to exceed three (3) months;

(c) Deducted from any amounts due from County to Tri-City whether under this Contract or otherwise;

(d) Paid by cash payment(s) by Tri-City to County on behalf of the State over a period not to exceed three (3) months; or

(e) A combination of any or all of the above.

(2) If Tri-City does not so notify County within such ten (10) days, or if Tri-City fails to make payment of any such amount to County acting on behalf of the State as required, then Director, in his sole discretion, shall determine which of the above payment options shall be used for recovery of such amount from Tri-City. To the extent that Tri-City must provide data to satisfy network adequacy requirements of the County amounts to be withheld until and unless Tri-City provides the necessary data regarding network adequacy.

**O. INTEREST CHARGES ON DELINQUENT PAYMENTS:** If Tri-City, without good cause as determined in the sole judgment of Director, fails to pay County any amount due to County under this Contract within sixty (60) calendar days after the due date, then Director, in his sole discretion and after written notice to Tri-City, may assess interest charges at a rate equal to County's Treasury Pool Rate, as determined by County's Auditor-Controller, per day on the delinquent amount due commencing on the sixty-first (61<sup>st</sup>) calendar day after the due date. Tri-City shall have an opportunity to present to Director information bearing on the issue of whether there is a good cause justification for Tri-City's failure to pay County within 60 calendar days after the due date. The interest charges shall be: (1) paid by Tri-City to County by cash payment upon demand and/or (2) at the sole discretion of Director or his designee, deducted from any amounts due from County to Tri-City whether under this Contract or otherwise.

**P. FINANCIAL SOLVENCY:** Contractor shall maintain adequate provisions against the risk of insolvency. Such provisions shall minimally meet the solvency/working capital criteria specified in DMH Policy, *Financial Responsibility Requirements for Existing DMH Contractors*.



**Q. LIMITATION OF COUNTY'S OBLIGATION DUE TO NONAPPROPRIATION OF FUNDS:**

Notwithstanding any other provision of this Contract, County shall not be obligated for Tri-City's performance hereunder or by any provision of this Contract during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Contract in County's Budget for each such fiscal year. So long as Tri-City has adequate amounts to qualify as the local match for non-ESPDT services, or for ESPDT services within the baselines and any associated growth amount, or sufficient 2011 Realignment/Behavioral Health funds exist to act as local match, County agrees that the Board of Supervisors will appropriate sufficient amounts to allow Tri-City to receive the FFP and 2011 Realignment/Behavioral Health funds for services it provided.

**R. CONTRACTOR REQUESTED CHANGES:**

(1) If Tri-City desires any change in the terms and conditions of this Contract, Tri-City shall request such change in writing prior to March 1 of the Fiscal Year for which the change would be applicable, except as otherwise provided in Paragraph U (SURVIVAL: AMENDMENTS TO MAXIMUM CONTRACT AMOUNT AND FINANCIAL SUMMARY (EXHIBIT B) or unless otherwise agreed to by County and Tri-City

(a) All changes shall be made by an amendment pursuant to DMH Legal Entity Contract Paragraph 8.1 (Amendments).

(b) All changes shall be followed by a Mid-Year Change to the last approved Service Delivery Plan, to be submitted by the Tri-City which must be approved by the Director as specified in DMH Notice, *Service Delivery Plan Submission Procedures*.

**S. DELEGATED AUTHORITY:**

(1) Notwithstanding any other provision of this Contract, County's Department of Mental Health Director may, without further action by County's Board of Supervisors, prepare and sign amendments to this Contract during the remaining term of this Contract under the following conditions.

(a) County's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Contract; and

(b) Approval of County Counsel or the designee is obtained prior to any such amendment to this Contract; and

(c) Director shall notify County's Board of Supervisors of all Contract changes in writing within 30 calendar days following execution of any such amendment(s).

(2) County and Tri-City may by written amendment reduce programs or services. The Director or his designee shall provide 15 business days prior written notice of such funding changes to Tri-City, including any changes in the amount of services to be received by County, to Tri-City, DMH Contracts Development and Administration Division, and to County's Chief Executive Officer.

**T. PUBLIC ENTITY STATUS:** The provisions of this Financial Exhibit A assume that Tri-City is considered a public entity under federal Medicaid rules, and is capable of certifying a public expenditure, with or without additional certification by the State Controller. If County, in good faith, determines that Tri-City no longer qualifies as a public entity under federal Medicaid rules, then all payments under this Contract for services rendered on or after the date Tri-City ceased being a public entity shall stop. Prior to making such determination, County shall consult with Tri-City so long as Tri-City makes itself available for such discussion within five (5) business days of a request for such conference by County. Tri-City and County, working with the State, shall make good faith efforts to enter into a new arrangement which will permit realignment funds assigned by statute to Tri-City to act as the local match for Medicaid/Medi-Cal mental health services to the residents of La Verne, Claremont, and Pomona provided by Tri-City. Tri-City acknowledges and agrees that County has no obligation to pay for services provided by Tri-City after it ceases to be a public entity under federal Medicaid rules unless a new arrangement, memorialized in a formally approved amendment or new contract between the parties exists, and that, if Tri-City continues to provide services to Medi-Cal beneficiaries, it does so at its own risk. Notwithstanding the above, Tri-City may continue to submit claims, and County may continue to make payments to Tri-City for services which do not rely on Tri-City's expenditure as the basis for the claim for FFP, if and only if County, in its sole discretion, notifies Tri-City that it will accept such claims and make such payment.

**U. SURVIVAL: AMENDMENTS TO MAXIMUM CONTRACT AMOUNT AND FINANCIAL SUMMARY (EXHIBIT B)**

(1) Due to the length of the State reconciliation and audit processes, County and Tri-City acknowledge that the final determination of the amounts that may be owed by the Parties to each other will occur during First, Second, Third and/or Fourth Automatic Renewal Period as described in Legal Entity Contract, Paragraph 4 (TERM OF CONTRACT) and/or after the expiration or termination of Contract. Therefore, the parties agree that all provisions of Contract related to effectuating payment, including, but not limited to, provisions related to cost reporting, settlement, and audit, including such provisions in Exhibit A, Financial Provisions, survive the First, Second, Third and/or Fourth Automatic Renewal Period as described in Legal Entity Contract, Paragraph 4 (TERM OF CONTRACT) and/or expiration or termination of Contract. This Paragraph U shall not be interpreted to imply that other provisions of Contract do not survive its expiration, if the Parties intent, as demonstrated by language, circumstances, law, or practice, is that the provision should survive.

1982 A: SHORT-DOYLE/MEDI-CAL MONTHLY CLAIM FOR REIMBURSEMENT-TREATMENT COST

Date (mm/dd/yyyy)	County Code	County	Total Actual Expenditures of Services Rendered \$
Claim File Name		Revised Claim File Name	

**CERTIFICATION FOR SERVICES RENDERED:**

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of Community Mental Health Services in and for said claimant; that I am authorized to sign this certification on behalf of the County; that I have not violated any of the provisions of Section 1090 et. seq. of the Government Code; that the amount for which reimbursement is claimed herein is in accordance with Chapter 3, Part 2, Division 5 of the Welfare and Institutions (W&I) Code; that the claim is based on actual, total-funds expenditures for services to eligible beneficiaries; and that to the best of my knowledge and belief this claim is in all respects true, correct, and in accordance with law. The County certifies under penalty of perjury that all claims for services provided to County mental health clients have been provided to the clients by the County; that the services were, to the best of the County's knowledge, provided in accordance with the client's written treatment plan; and that all information submitted to the Department is accurate and complete. The County understands that payment of these claims will be from federal and/or state funds, and any falsification or concealment of a material fact may be prosecuted under federal and/or state laws. The County agrees, pursuant to Section 433.32 of Title 42, Code of Federal Regulations (CFR), to keep for a minimum of three years after the final determination of costs is made through the DHCS reconciled Cost Report settlement process and retained beyond the three-year period if audit findings have not been resolved, a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. The County agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Care Services (DHCS); the Medi-Cal Fraud Unit; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives. The County further certifies under penalty of perjury that the amounts claimed herein for the Healthy Families program are only for children between the ages of one (1) year old to their nineteenth (19<sup>th</sup>) birthday who were assessed or treated for a serious emotional disturbance (SED) and that services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

I FURTHER CERTIFY under penalty of perjury to the following: An assessment of the beneficiary was conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract with DHCS; the beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary; the services included in the claim were actually provided to the beneficiary; medical necessity was established for the beneficiary as defined under Title 9, California Code of Regulations, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided; a client plan was developed and maintained for the beneficiary that met all client plan requirements established in the MHP contract with DHCS; for each beneficiary with day rehabilitation, day treatment intensive, or Early and Periodic Screening, Diagnosis and Treatment (EPSDT) supplemental specialty mental health services included in the claim, all requirements for MHP payment authorization in the MHP contract for day rehabilitation, day treatment intensive, and EPSDT supplemental specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in the MHP contract with the DHCS.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Local Mental Health Director

Executed at: \_\_\_\_\_, California

**CERTIFICATION FOR ACTUAL EXPENDITURES MADE BY COUNTY:**

I CERTIFY under penalty of perjury that I am a duly qualified and authorized official of the herein claimant responsible for the examination and settlement of accounts; that I am authorized to sign this certification on behalf of the County; and that the information is to be used for filing a claim with the federal government for federal funds pursuant to Section 430.30 of Title 42, CFR. I understand that misrepresentation of any information constitutes a violation of federal and state law. I FURTHER CERTIFY under penalty of perjury that this claim is based on actual, total-funds expenditures made by the County of public funds that meet the requirements for claiming federal financial participation (FFP) pursuant to all applicable requirements of federal law, including Section 433.51 of Title 42, CFR, and that the expenditures claimed have not previously been, nor will they be, claimed at any other time as claims to receive FFP funds under Medicaid or any other program (unless these claims are being resubmitted after correction). I understand that the Department must deny payment of any claim submitted if it determines that the certification is not adequately supported for purposes of claiming FFP. I acknowledge that all records of funds expended are subject to review and audit by DHCS and/or the federal government and that, pursuant to Section 433.32 of Title 42, CFR, all records necessary to fully disclose the extent of services furnished to clients must be kept for a minimum of three years after the final determination of costs is made through the DHCS reconciled Cost Report settlement process and retained beyond the three-year period if audit findings have not been resolved.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
(County Auditor-Controller, City Finance Officer, or  
Local Mental Health Accounting Officer)

Title: \_\_\_\_\_ Executed at: \_\_\_\_\_, California

**The signed original of this form must be retained by the county mental health plan and presented upon request. This form must be converted to a PDF and transmitted along with the claim file referenced above. If you have any questions, please call the DHCS Medi-Cal Claims Customer Service Office at (916) 651-3283.**

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH CONTRACTOR CLAIMS  
CERTIFICATION FOR TITLE XIX SHORT-DOYLE MEDI-CAL and TITLE XXI MEDICAID CHILDREN'S  
HEALTH INSURANCE PROGRAM REIMBURSEMENTS

Legal Entity: Tri-City Mental Health Authority

Legal Entity Number: 00066

Claims for services/activities with dates of services: July 1, 2020 through June 30, 2021.

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of the mental health services in and for said claimant; that the amounts for which reimbursement will be claimed for Medi-Cal and Medicaid Children's Health Insurance Program (MCHIP) services to be rendered during the above indicated fiscal year and to be claimed to the County of Los Angeles Department of Mental Health will be in accordance with the terms and conditions of the Legal Entity Contract; and that to the best of my knowledge and belief each claim will be in all respects true, correct, and in accordance with State and federal law and regulation. I agree and shall certify under penalty of perjury that all claims for services to be provided to county mental health clients will be provided to the clients by this Legal Entity. The services will be provided in accordance with the client's written treatment plan. I agree and shall certify under penalty of perjury that no services will be submitted for the contractor nor any of its staff members who is restricted, excluded, and/or suspended from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part. This certification covers staff members who are directly included on the claim or any staff member whose time is included on the claim, but whose identifying Name and National Provider ID are not included if they were a co-practitioner in the service. This Legal Entity also certifies that all information submitted to the County Department of Mental Health will be accurate and complete. I and this Legal Entity understand that payment of these claims will be from County, State and federal funds, and any falsification or concealment of a material fact may be prosecuted under federal and/or State laws. The Legal Entity agrees to keep for a minimum period of as specified in its Legal Entity Contract with County a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. The Legal Entity agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the County of Los Angeles Department of Mental Health, California Department of Health Care Services, the Medi-Cal Fraud Unit; California Department of Justice, Office of the State Controller, U.S. Department of Health and Human Services, or their duly authorized representatives. The Legal Entity also agrees that services will be offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

FURTHER, I HEREBY CERTIFY under penalty of perjury to the following: An assessment of the beneficiary will be conducted in compliance with the requirements established in the County's Mental Health Plan (MHP) contract with the California Department of Health Care Services (State DHCS). The beneficiary will be determined to be eligible to receive Medi-Cal services at the time the services are provided to the beneficiary. The services to be included in the claims during the above indicated period will actually be provided to the beneficiary. Medical necessity will be established for the beneficiary as defined under Title 9, California Code of Regulations, Division 1, Chapter 11, for the service or services to be provided, for the timeframe in which the services will be provided. A client plan will be developed and maintained for the beneficiary that meets all client plan requirements established in the County's MHP contract with the State DHCS. For each beneficiary with day rehabilitation, day treatment intensive, or EPSDT supplemental specialty mental health services to be included in the claim during said period, all requirements for payment authorization for day rehabilitation, day treatment intensive, and EPSDT supplemental specialty mental health services will be met, and any reviews for such service or services will be conducted prior to the initial authorization and any re-authorization periods as established in the County's MHP contract with the State DHCS.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Executed at Claremont, California

I CERTIFY under penalty of perjury that I am a duly qualified and authorized official of the herein Legal Entity claimant responsible for the examination and settlement of accounts. I further certify that this Legal Entity claimant will provide from the eligible designated funds in the Financial Summary of the Legal Entity Contract with County, the local share of payment for Short-Doyle/Medi-Cal and/or MCHIP covered services to be included in the claims to be submitted to County during the above referenced period in order to satisfy matching requirements for federal financial participation pursuant to the Title XIX and Title XXI of the Social Security Act.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Executed at Claremont, California

Please forward the completed form to the Department of Mental Health (DMH):

Los Angeles County – Department of Mental Health  
Attn: Contract Development and Administration Division  
550 S. Vermont Ave., 5<sup>th</sup> Floor, RM 500  
Los Angeles, CA 90020

SERVICE EXHIBIT 104-A

TARGETED CASE MANAGEMENT SERVICES

(REHABILITATION OPTION)

(MODE OF SERVICE 15)

1. GENERAL: Targeted Case Management services shall be provided by Contractor to access needed medical, educational, social, pre-vocational, vocational rehabilitative, or other needed community services for patients/clients. These services provide for the continuity of care within the mental health system and related social service systems. Services include linkage and consultation, placement and plan development.

Services shall not include skill development, assistance in daily living, or training a patient/client to access services himself/herself.

Services may be either face-to-face or by telephone with the patient/client or significant support persons and may be provided anywhere in the community.

Prior to claiming Short-Doyle/Medi-Cal (SD/MC), a service site shall be certified by State Department of Mental Health (SDMH) as a Short-Doyle/Medi-Cal Mental Health Rehabilitation Provider.

In addition to the other staffing requirements of this Agreement, Contractor shall assure that these services are provided with the minimum qualified staff, as specified in the Department of Mental Health's (DMH) Guide to Procedure Codes.

The definition of a reimbursable unit for purposes of determining the number of units of service provided by Contractor hereunder shall be as established by Director. Billing restrictions for these services shall apply as set forth in the Guide to Procedure Codes.

2. PERSONS TO BE SERVED: Contractor shall provide services to the target population as identified in Contractor's Negotiation Package/Addenda who reside primarily within Los Angeles County Mental Health Service Areas identified on the Service Delivery Site Exhibit and who either are referred to Contractor by Director or voluntarily apply for and receive services with the subsequent consent of Director.

3. SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services are to be provided hereunder is (are) located at: Site(s) as identified on the Service Delivery Site Exhibit and in the Contractor's Negotiation Package/Addenda Contractor shall obtain the prior written consent of Director at least seventy days before terminating services at such location(s) and/or before commencing such services at any other location(s).

4. QUALITY IMPROVEMENT: Contractor shall comply with all applicable provisions of WIC, CCR, Code of Federal Regulations, SDHS policies and procedures, SDMH policies and procedures, and DMH quality improvement policies and procedures. Contractor shall establish and maintain a complete and integrated quality improvement system.

5. PROGRAM ELEMENTS AND SERVICES: Contractor shall provide services to patients/clients in accordance with Contractor's Negotiation Package and any addenda thereto, as approved in writing by Director, and the RO/TCM Manual, for the term of this Agreement. Services shall include, but are not limited to:

A. Linkage and Consultation Services - May include, but are not limited to, the following:

- (1) Identification and pursuit of resources which are necessary and appropriate to implement the service plan;
- (2) Interagency and intra-agency consultation, communication, coordination, and referral; and
- (3) Monitoring service delivery, the service plan, and the coordination plan implementation to ensure patient/client access to services and the service delivery system.

B. Placement Services - Supportive assistance to the patient/client in the assessment, determination of need, and securing of adequate and appropriate living arrangements, including, but not limited to the following:

- (1) Locating and securing an appropriate living environment;
- (2) Locating and securing funding for patient/client (e.g., Supplemental Security Income/State Supplemental Program (SSI/SSP), Medi-Cal, and Medicare);

- (3) Pre-placement visit(s);
  - (4) Negotiation of housing or placement contracts; and
  - (5) Placement and placement follow-up.
- C. Plan Development Services - May include any or all of the following:
- (1) Development of coordination plans and/or service plans;
  - (2) Approval of plans; and
  - (3) Monitoring the patient's/client's progress.



SERVICE EXHIBIT 402  
MENTAL HEALTH SERVICES  
(REHABILITATION OPTION)  
(MODE OF SERVICE 15)

1. GENERAL: Mental health services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the patient's/client's goals/desired results/personal milestones.

For patients/clients who are seriously emotionally disturbed children and adolescents, mental health services provide a range of services to assist the patient/client to gain the social and functional skills necessary for appropriate development and social integration.

Services may be either face-to-face or by telephone contact with the patient/client or significant support persons and may be provided anywhere in the community. In the unusual circumstance where the patient/client and/or significant other is not present, plan development activities hereunder may be provided without a face-to-face or telephone contact.

Contractor shall be certified by SDMH as a Short-Doyle/Medi-Cal Mental Health Rehabilitation Provider.

In addition to the other staffing requirements of this Agreement, Contractor shall assure that these services are provided with the minimum qualified staff and staffing ratio, if any, as specified in the RO/TCM Manual.

The services to be provided hereunder are generally described in the RO/TCM Manual.

The definition of SFC unit for purposes of determining the number of units of service provided by Contractor hereunder shall be as established by Director. Billing restrictions for these services shall apply as set forth in the RO/TCM Manual.

2. PERSONS TO BE SERVED: Contractor shall provide services to the target population as identified in the Contractor's Negotiation Package/Addenda who reside primarily within Los Angeles County Mental Health Service Areas identified on the Service Delivery Site Exhibit and who either are referred to Contractor by Director or voluntarily apply for and receive services with the subsequent consent of Director.

Patients/clients shall satisfy the Short-Doyle/Medi-Cal criteria for Medical Necessity as described in the RO/TCM Manual.

3. SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services are provided is (are) located at: Site(s) as identified on the Service Delivery Site Exhibit and in the Contractor's Negotiation Package/Addenda. Contractor shall obtain the prior written consent of Director at least seventy days before terminating services at such location(s) and/or before commencing such services at any other location(s).

4. QUALITY IMPROVEMENT: Contractor shall comply with all applicable provisions of WIC, CCR, Code of Federal Regulations, SDHS policies and procedures, SDMH policies and procedures, and DMH quality improvement policies and procedures. Contractor shall establish and maintain a complete and integrated quality improvement system.

In conformance with these provisions, Contractor shall adopt and comply with the quality improvement programs and responsibilities set forth in the DMH's Quality Management Plan. Contractor shall maintain a copy of the DMH's Quality Management Plan. A copy of Contractor's procedures to comply with DMH's Quality Management Plan shall be submitted to DMH's Standards and Records Division staff for review prior to Contractor's submission of any billings for services hereunder.

5. PROGRAM ELEMENTS AND SERVICES: Contractor shall provide services to patients/clients in accordance with the Contractor's Negotiation Package and any addenda thereto, as approved in writing by Director, and the RO/TCM Manual, for the term of this Agreement. Services shall include, but are not limited to:

- A. Assessment;
- B. Evaluation;
- C. Collateral;

- D. Therapy (Individual, Group, Family);
- E. Rehabilitation services, including, but not limited to, assistance in restoring or maintaining a patient's/client's or group of patients'/clients' functional skills, daily living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication compliance, development of support systems; counseling of the patient/client and/or family; training in leisure activities integral to achieving the patient's/client's goals/desired results/personal milestones; and medication education; and
- F. Plan development, including, but not limited to, development of coordination plans or service plans, approval of plans, verification of medical necessity, and monitoring of the patient's/client's progress.

SERVICE EXHIBIT 403  
MEDICATION SUPPORT SERVICES  
(REHABILITATION OPTION)  
(MODE OF SERVICE 15)

1. GENERAL: Medication support services shall include prescribing, administering, dispensing and monitoring of psychiatric medications necessary to alleviate the symptoms of mental illness, which are provided by a staff person within the scope of practice of his/her profession.

Services may be either face-to-face or by telephone with the patient/client or significant support persons and may be provided anywhere in the community.

Contractor shall be certified by SDMH as a Short-Doyle/Medi-Cal Mental Health Rehabilitation Provider.

In addition to the other staffing requirements of this Agreement, Contractor shall assure that these services are provided with the minimum qualified staff and staffing ratio, if any, as specified in the RO/TCM Manual.

The services to be provided hereunder are generally described in the RO/TCM Manual.

The definition of SFC unit for purposes of determining the number of units of services provided by Contractor hereunder shall be as established by Director. Billing restrictions for these services shall apply as set forth in the RO/TCM Manual.

2. PERSONS TO BE SERVED: Contractor shall provide services to the target population as identified in the Contractor's Negotiation Package/Addenda who reside primarily within Los Angeles County Mental Health Service Areas identified on the Service Delivery Site Exhibit and who either are referred to Contractor by Director or voluntarily apply for and receive services with the subsequent consent of Director.

Patients/clients shall satisfy the Short-Doyle/Medi-Cal criteria for Medical Necessity as described in the RO/TCM Manual.

3. COUNTY'S PRESCRIPTION AUTHORIZATION TRACKING SYSTEM: Except as otherwise provided in this Paragraph 3 or County policy, County agrees to pay for prescriptions generated through County's Prescription Authorization Tracking System (hereafter "PATS") by Contractor and other contractors participating in PATS. Payment shall be made from County's central pool of funds budgeted under PATS. Prescriptions under PATS shall be only for medications listed on DMH's Medication Formulary or approved in writing by DMH's Medical Director or his authorized designee (hereafter collectively "medications") and shall be prescribed by Contractor's medical staff for treatment of eligible patients/clients. Such prescriptions shall be filled by pharmacies under contract to DMH to provide pharmacy services. A list of participating pharmacies is maintained by County, and a copy of such list has been provided to Contractor prior to the execution of this Agreement.

Payment for prescriptions under PATS shall be made by County's Auditor-Controller directly to participating pharmacies. If the cost of all medications prescribed by Contractor and other contractors participating in PATS exceeds the budgeted funds in County's central pool for PATS, then County shall bill Contractor for Contractor's portion of the dollar amount of such costs which is in excess of the budgeted funds in the central pool. The amount of such bill to Contractor shall be determined by County and shall be based on Contractor's pro rata usage of the budgeted funds in the central pool. The amount of such bill to Contractor shall be: (1) paid by Contractor to County by cash payment within thirty days of the date of such bill and/or (2) at the sole discretion of Director, deducted from any amounts due from County to Contractor whether under this Agreement or otherwise.

4. SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services are to be provided hereunder is (are) located at: Site(s) as identified on the Service Delivery Site Exhibit and in the Contractor's Negotiation Package/Addenda. Contractor shall obtain the prior written consent of Director at least seventy days before terminating services at such location(s) and/or before commencing such services at any other location(s).

5. QUALITY IMPROVEMENT: Contractor shall comply with all applicable provisions of WIC, CCR, Code of Federal Regulations, SDHS policies and procedures, SDMH

policies and procedures, and DMH quality improvement policies and procedures. Contractor shall establish and maintain a complete and integrated quality improvement system.

In conformance with these provisions, Contractor shall adopt and comply with the quality improvement programs and responsibilities set forth in the DMH's Quality Management Plan. Contractor shall maintain a copy of the DMH's Quality Management Plan. A copy of Contractor's procedures to comply with DMH's Quality Management Plan shall be submitted to DMH's Standards and Records Division staff for review prior to Contractor's submission of any billings for services hereunder.

6. PROGRAM ELEMENTS AND SERVICES: Contractor shall provide services to patients/clients in accordance with Contractor's Negotiation Package and any addenda thereto, as approved in writing by Director, and the RO/TCM Manual, for the term of this Agreement. Services shall include, but are not limited to:

- A. Prescribing, administering, dispensing and monitoring of psychiatric medications necessary to alleviate the symptoms of mental illness;
- B. Evaluation of the need for medication, clinical effectiveness and the side effects of medication;
- C. Obtaining informed consent;
- D. Medication education, including, but not limited to, discussing risks, benefits and alternatives with the patient/client or significant support persons; Drugs and laboratory tests related to the delivery of these services; and Plan development related to the delivery of these services.

SERVICE EXHIBIT 404-A  
CRISIS INTERVENTION SERVICES  
(REHABILITATION OPTION)  
(MODE OF SERVICE 15)

1. GENERAL: Crisis intervention services are a quick emergency response that may enable a patient/client to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the patient's/client's need for immediate service intervention. Crisis intervention services are limited to stabilization of the presenting emergency. These services do not include crisis stabilization services, as described in the Guide to Procedure Codes, which are provided in a licensed twenty-four hour health facility or hospital-based outpatient program.

Services may be either face-to-face or by telephone with the patient/client or significant support person and may be provided anywhere in the community.

Staff providing the service must be operating out of a site that is certified by State Department of Mental Health (SDMH) as a Short-Doyle/Medi-Cal (SD/MC) Mental Health Rehabilitation Provider.

In addition to the other staffing requirements of this Agreement, Contractor shall assure that these services are provided with the minimum qualified staff as specified in the Guide to Procedure Codes.

The services to be provided hereunder are generally described in the Guide to Procedure Codes.

The definition of SFC unit for purposes of determining the number of units of service provided by Contractor hereunder shall be as established by Director. Billing restrictions for these services shall apply as set forth in the Guide to Procedure Codes.

2. PERSONS TO BE SERVED: Contractor shall provide services to the target population as identified in Contractor's Negotiation Package/Addenda who reside primarily within Los Angeles County Mental Health Service Areas as identified on the

Service Delivery Site Exhibit and who either are referred to Contractor by Director or voluntarily apply for and receive services with the subsequent consent of Director.

Patients/clients shall satisfy the Short-Doyle/Medi-Cal criteria for Medical Necessity as described in the RO/TCM Manual.

3. SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services are to be provided hereunder is (are) located at: Site(s) as identified on the Service Delivery Site Exhibit and in the Contractor's Negotiation Package/Addenda. Contractor shall obtain the prior written consent of Director at least seventy days before terminating services at such location(s) and/or before commencing such services at any other location(s).

4. QUALITY IMPROVEMENT: Contractor shall comply with all applicable provisions of WIC, CCR, Code of Federal Regulations, HIPAA, SDHS policies and procedures, SDMH policies and procedures, and DMH quality improvement policies and procedures. Contractor shall establish and maintain a complete and integrated quality improvement.

5. PROGRAM ELEMENTS AND SERVICES: Contractor shall provide services to patients/clients in accordance with Contractor's Negotiation Package and any addenda thereto, as approved in writing by Director, and the Guide to Procedure Codes, for the term of this Agreement. Services shall include, but are not limited to:

- A. Assessment;
- B. Collateral; and
- C. Individual Therapy.



## CONTRACTOR'S EEO CERTIFICATION

Tri-City Mental Health Authority

Contractor Name

1717 N. Indian Hill Blvd, Suite B, Claremont, CA 91711

Address

95-3775190

Internal Revenue Service Employer Identification Number

### GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

- |    |   |   |                             |
|----|---|---|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Antonette Navarro, Executive Director

Authorized Official's Printed Name and Title

\_\_\_\_\_  
Authorized Official's Signature

07/07/2020  
Date

## COUNTY'S ADMINISTRATION

CONTRACTOR'S NAME: TRI-CITY MENTAL HEALTH AUTHORITY

CONTRACT NO: MH122130

### DIRECTOR OF MENTAL HEALTH:

Name: Jonathan E. Sherin, M.D., Ph.D.

Title: Director

Address: 550 S. Vermont Avenue

Los Angeles, CA, 90020

Telephone: (213) 738-4601

E-Mail Address: Director@dmh.lacounty.gov

### COUNTY MONITORING MANAGER:

Name: Terri Boykins, L.C.S.W.

Title: Deputy Director

Address: 550 S. Vermont Avenue, 4<sup>th</sup> Floor

Los Angeles, CA, 90020

Telephone: (213) 738-2408

E-Mail Address: TBoykins@dmh.lacounty.gov

### CONTRACT LEAD:

Name: William Tanner

Title: Mental Health Program Manager III

Address: 550 S. Vermont Avenue, 4<sup>th</sup> Floor

Los Angeles, CA, 90020

Telephone: (213) 738-4644

E-Mail Address: WTanner@dmh.lacounty.gov

## CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** TRI-CITY MENTAL HEALTH AUTHORITY

**CONTRACT NO:** MH122130

### CONTRACTOR'S CONTRACT MANAGER

Name: Angela Igrisan

Title: Chief Clinical Officer

Address: 1717 N. Indian Hill Blvd., Suite B

Claremont, CA 91711

Telephone: (909) 766-7301

Facsimile: (909) 865-0730

E-Mail Address: [aigrisan@tricitymhs.org](mailto:aigrisan@tricitymhs.org)

### CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Antonette Navarro

Title: Executive Director

Address: 1717 N. Indian Hill Blvd., Suite B

Claremont, CA 91711

Telephone: (909) 451-6438

Facsimile: (909) 623-4073

E-Mail Address: [anavarro@tricitymhs.org](mailto:anavarro@tricitymhs.org)

Name: Diana Acosta

Title: Chief Financial Officer

Address: 1717 N. Indian Hill Blvd., Suite B

Claremont, CA 91711

Telephone: (909) 451-6434

Facsimile: (909) 623-4073

E-Mail Address: [dacosta@tricitymhs.org](mailto:dacosta@tricitymhs.org)

### Notices to Contractor shall be sent to the following:

Name: Micaela Olmos

Title: Joint Powers Authority Administrator/Clerk

Address: 1717 N. Indian Hill Blvd., Suite B

Claremont, CA 91711

Telephone: (909) 451-6421

Facsimile: (909) 992-3479

E-Mail Address: [molmos@tricitymhs.org](mailto:molmos@tricitymhs.org)

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR: Tri-City Mental Health Authority Contract No.: MH122130

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: 07 / 07 /2020

PRINTED NAME: Antonette Navarro

POSITION: Executive Director

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: for Contractor's record; shall be made available within three (3) business days upon DMH request)

CONTRACTOR Tri-City Mental Health Center Contract No.: MH122130

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: 07 / 07 / 2020

PRINTED NAME: Antonette Navarro

POSITION: Executive Director

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: for Contractor's record; shall be made available within three (3) business days upon DMH request)

Contractor Name Tri-City Mental Health Authority Contract No. MH122130

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: 07 / 07 / 2020

PRINTED NAME: Antonette Navarro

POSITION: Executive Director

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## **SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)

# Safely Surrendered Baby Law

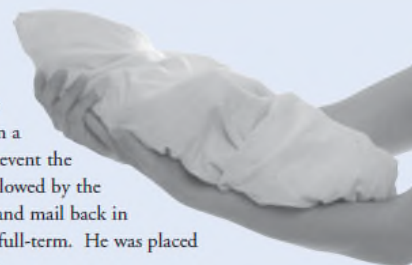
## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

### Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

### Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

### What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

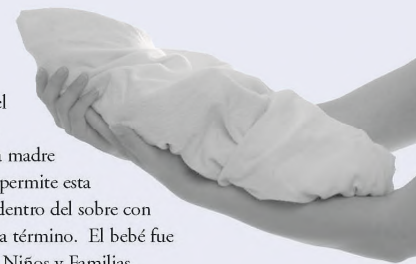
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.





## DEFINITIONS

The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

1. **“ACA”** means the Patient Protection and Affordable Care, Public Law 111–148, comprehensive health care reform passed by Congress and then signed into law by the President on March 23, 2010;
2. **“Agents”** means third parties or organizations that contract with the Trading Partner to perform designated services in order to facilitate the electronic transfer of data. Examples of Agents include, claims clearinghouses, vendors, and billing services;
3. **“Board of Supervisors” (“Board”)** means the Board of Supervisors of the County of Los Angeles acting as governing body;
4. **“Cal MediConnect”** means the Centers for Medicare & Medicaid Services (CMS) and the State of California's three-year demonstration project to promote coordinated health care delivery to seniors and people with disabilities who are dually eligible for both of the State Medi-Cal program and the federal Medicare program;
5. **“CalWORKs”** means California Work Opportunities and Responsibilities to Kids Act, which under California Welfare and Institutions Code Section 11200 et seq. provides for mental health supportive services to eligible welfare recipients. CalWORKs funding consists of both federal and State funds;
6. **“Cash Flow Advance”** means County General Funds (CGF) furnished by County to Contractor for cash flow purposes in expectation of Contractor repayment pending Contractor's rendering and billing of eligible services/activities;
7. **“CCR”** means the California Code of Regulations;
8. **“CDSS”** means California Department of Social Services;
9. **“CGF”** means County General Funds;
10. **“Confidential Information”** means the information relating to specific Individuals which is exchanged by and between DMH, the Trading Partner, and/or the Agents for various business purposes, but which is protected from disclosure to unauthorized persons or entities by The Privacy Act of 1974, The Administrative Simplification Provisions of the federal Health Insurance Portability and Accountability Act and regulations promulgated there under (“HIPAA”). The Insurance Information and Privacy Protections Act, or other applicable state and federal statutes and regulations, which shall hereinafter be collectively referred to as “Privacy Statutes and Regulations”;

11. **“Contract”** means this contract executed between County and Contractor. Included are all supplemental contracts amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work;
12. **“Contractor”** means the person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an contract with the County to perform or execute the work covered by this contract;
13. **“Contractor Project Manager”** means the person designated by the Contractor to administer the Contract operations under this Contract;
14. **“Cost Reimbursement”** or **“CR”** means the arrangement for the provision of mental health services based on the reasonable actual and allowable costs of services provided under this Contract, less all fees paid by or on behalf of patients/clients and all other revenue, interest and return resulting from the same services;
15. **“County”** means the Board of Supervisors of the County of Los Angeles acting as governing body.
16. **“County Contract Project Monitor”** means person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor;
17. **“County Project Manager”** means person designated by County’s Project Director to manage the operations under this contract;
18. **“County Project Director”** means person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County’s Project Manager;
19. **“County’s Claims Processing Information System”** means the current system employed by the Department of Mental Health to submit and process claims;
20. **“Countywide Maximum Allowances”** or **“CMA”** means County established maximum reimbursement rates for specialty mental health services provided by the Los Angeles County Department of Mental Health Legal Entity Contractors;
21. **“CPT”** means Physicians’ Current Procedural Terminology as referenced in the American Medical Association standard edition publication;
22. **“Covered Individuals”** means individual persons who are eligible for payment of certain services or prescriptions rendered or sold to them under the terms, conditions, limitations and exclusions of a health benefit program administered by DMH or by some other Payor;
23. **“Data”** means a formalized representation of specific facts or concepts suitable for



communication, interpretation, or processing by people or by automatic means;

24. **“Data Log”** means a complete written summary of Data and Data Transmissions exchanged between the Parties over the period of time this Agreement is in effect and, including, without limitation, sender and receiver information, the date and time of transmission and the general nature of the transmission;
25. **“Data Transmission”** means the automated transfer or exchange of data between Trading Partners or their agents, by means of their Systems which are compatible for that purpose, pursuant to the terms and conditions set forth in this Agreement;
26. **“Data Universal Numbering System”** or **“DUNS”** means a unique nine-digit identification number assigned by Dun & Bradstreet (D&B) to a Trading Partner or Agent for the purpose of identifying a business entity. The DUNS can be requested at: <http://fedgov.dnb.com/webform>;
27. **“Day(s)”** means calendar day(s) unless otherwise specified;
28. **“DCFS”** means County Department of Children and Family Services;
29. **“DHCS”** means California Department of Health Care Services;
30. **“Digital Key Certificate”** means software that resides on Trading Partner’s workstation or server assigned to the Trading Partner by DMH for the purpose of successfully executing Data Transmissions or otherwise carrying out the express terms of this Agreement;
31. **“Director”** means County’s Director of Mental Health or his authorized designee;
32. **“DMH”** means County’s Department of Mental Health;
33. **“DPSS”** means County’s Department of Public Social Services;
34. **“Electronic Data Interchange”** or **“EDI”** means the automated exchange of business data from application to application in an ANSI approved or other mutually agreed format;
35. **“Electronic Remittance Advice”** or **“ERA”** means a transaction containing information pertaining to the disposition of a specific claim field with DMH by Providers for payment of services rendered to an Individual;
36. **“EOB”** means **‘Explanation of Balance’** for Title XIX Short-Doyle/Medi-Cal services which is the State Department of Health Services adjudicated claim data and **‘Explanation of Benefits’** for Medicare which is the Federal designated Fiscal Intermediary’s adjudicated Medicare claim data;
37. **“Envelope”** means a control structure in a mutually agreed format for the electronic interchange of one or more encoded Data Transmissions either sent or

received by the Parties to this Agreement;

38. **“EPSDT”** means the Early and Periodic Screening, Diagnosis, and Treatment program, which is a requirement of the Medicaid program to provide comprehensive health care. Such State funds are specifically designated for this program;
39. **“FFP”** means Federal Financial Participation for Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities as authorized by Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.;
40. **“Fiscal Intermediary”** means County acting on behalf of the Contractor and the Federally designated agency in regard to and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities;
41. **“Fiscal Year”** means the twelve (12) month period beginning July 1st and ending the following June 30<sup>th</sup>;
42. **“Funded Program”** means a set of services paid through a particular funding source for the benefit of a specific beneficiary (e.g., Medi-Cal/Healthy Families or Non-Medi-Cal/Non-Healthy Families). The Funded Program Amount is the basis for the provisional payment to the Contractor per Paragraph E of the Financial Exhibit A of the LAC-DMH LE Contract. A Funded Program is made up of one or more Subprograms;
43. **“Gross Program Budget”** is the sum total of the Net Program Budget and all “Third Party Revenues” shown in the Financial Summary;
44. **“GROW”** means General Relief Opportunities for Work;
45. **“HITECH”** means The Health Information Technology for Economic and Clinical Health Act. Subtitle D of the HITECH Act addresses the privacy and security concerns associated with the electronic transmission of health information, in part, through several provisions that strengthen the civil and criminal enforcement of the HIPAA rules;
46. **“HIPAA”** means Health Insurance and Portability Act. HIPAA Privacy Rule provides federal protections for personal health information held by covered entities (or a Business Associate of a “Covered Entity”) and gives patients an array of rights with respect to that information. At the same time, the Privacy Rule is balanced so that it permits the disclosure of personal health information needed for patient care and other important purposes;
47. **“IMD”** means Institutions for Mental Disease and includes hospitals, nursing facilities or other institutions of more than 16 beds that are primarily engaged in providing diagnosis, treatment or care of persons with mental disease, including medical attention, nursing care and related services;

48. **“Individual”** means an individual person(s) whose claims for payment of services may be eligible to be paid, under the terms of the applicable federal, state or local governmental program for which DMH processes or administers claims. It is acknowledged and agreed between the Parties that claim payments for purposes of this Agreement will be made directly to Providers on behalf of such Individuals;
49. **“Legal Entity”** means a provider of mental health services as is described in Title 9 CCR section 1840.100;
50. **“Lost” or “Indecipherable Transmission”** means a Data Transmission which is never received by or cannot be processed to completion by the receiving Party in the format or composition received because it is garbled or incomplete, regardless of how or why the message was rendered garbled or incomplete;
51. **“Master Agreement List”** means a list of contractors who have submitted a Statement of Qualifications (SOQ) in response to County’s Request for Statement of Qualifications (RFSQ), and have met the minimum qualifications listed in the RFSQ, and who have an executed Master Agreement;
52. **“Maximum Contract Amount”** is the sum total of all “Allocations” shown in the Financial Summary; except that the “Maximum Contract Amount” shall not include “Third Party Revenue” shown in the Financial Summary;
53. **“Medicaid Expansion under ACA in California”** means expansion of Medi-Cal eligibility to additional low-income adults;
54. **“Mental Health Services Act” (“MHSA”)** means the initiative originally adopted by the California electorate on November 2, 2004, and as subsequently amended, which creates a new permanent revenue source, administered by the State, for the transformation and expanded delivery of mental health services provided by State and County agencies and which requires the development of integrated plans for prevention, innovation, and system of care services;
55. **“MHRC”** means Mental Health Rehabilitation Centers certified by the DHCS;
56. **“Organizational Provider’s Manual”** is the Los Angeles County DMH Organizational Provider’s Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services;
57. **“PATH”** means Projects for Assistance in Transition from Homelessness Federal grant funds;
58. **“Payee National Provider Identifier” or “NPI”** means the National Provider Identifier that is specific to the Legal Entity, FFS Group, or FFS Organization. Solo practitioners will enter their individual NPI number in this field;
59. **“Payor”** means A business organization that provides benefit payments on

behalf of Covered Individuals eligible for payment for certain services to Covered Individuals;

60. **“PHF”** means a Psychiatric Health Facility. A Psychiatric Health Facility is a health facility licensed by the State Department of Mental Health, that provides 24 hour acute inpatient care on either a voluntary or involuntary basis to mentally ill persons; such care includes the following basic services: psychiatry, clinical psychology, psychiatric nursing, social work, rehabilitation, drug administration, and appropriate food services for those persons whose physical health needs can be met in an affiliated hospital or in outpatient settings;
61. **“PHI”** means Protected Health Information. PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations;
62. **“PII”** means Personally Identifiable Information. Any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.);
63. **“Provider”** means hospitals, clinics or persons duly licensed or certified to provide mental health services to Covered Individuals of Los Angeles County;
64. **“Request for Services” (“RFS”)** is a second solicitation process to Contractors on a pre-qualified Master Agreement that requests specific and detailed services as defined in a Statement of Work at a time when such services are needed;
65. **“Request for Statement of Qualifications” (“RFSQ”)** means a solicitation based on establishing a pool of qualified vendors/contractors to provider services through a Master Agreement;
66. **“SAMHSA”** means Substance Abuse and Mental Health Services Administration Federal block grant funds;
67. **“Secure Identification Cards”** means the cards assigned to the Trading Partner or Agent by DMH for allowing the Trading Partner to transfer files electronically to DMH;
68. **“Sensitive Position”** means, per Resolution of the Board of Supervisors of the County, any position involving duties which pose a potential threat or risk to the County or to the public when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of the County or perform those services pursuant to contract;

69. **“Service Exhibit” (SE)** means the directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services;
70. **“SDMH”** means State Department of Mental Health; – Assembly Bill 102, signed by Governor Brown on June 28, 2011, directs the transfer of Medi-Cal related mental health services to DHCS therefor any reference to SDMH in Contract should mean DHCS; unless otherwise specifically stated to mean “SDMH”;
71. **“SFC”** means Service Function Code, as defined by Director, for a particular type of mental health service, and/or Title XIX Medi-Cal administrative claiming activity;
72. **“SNF-STP”** mean Skilled Nursing Facility licensed by the DHCS, with an added Special Treatment Program certified by the California Department of Public Health;
73. **“Source Documents”** means documents containing Data which is or may be required as part of Data Transmission with respect to a claim for payment for mental health services rendered to an eligible Individual. Examples of Data contained within a specific Source Document include, without limitation, the following: Individual’s name and identification number, claim number, diagnosis code for the service rendered, dates of service, procedure code, applicable charges, the Provider’s name and/or provider number;
74. **“State”** means the State of California;
75. **“Statement of Qualifications” (“SOQ”)** means a contractor’s response to an RFSQ;
76. **“Statement of Work” (“SOW”)** means the directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services;
77. **“Subcontract”** means a contract by the contractor to employ a subcontractor to provide services to fulfill this contract;
78. **“Subcontractor”** means any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials, to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written contract;
79. **“Submitter ID Number”** means a unique number assigned by DMH to the Trading Partner or Agent for the purpose of identifying the Trading Partner for Data Transmissions;
80. **“Subprogram”** means a set of services for a specific purpose. The Subprogram Amounts are allocated and/or awarded based on Contractors’ areas of expertise and their ability to provide specific services and/or serve specific populations. The

Subprogram Amounts will be used to monitor the provision of mental health services within the Funded Program and will not be used at cost settlement;

81. **“System”** means the equipment and software necessary for a successful electronic Data Transmission;
82. **“Title IV”** means Title IV of the Social Security Act, 42 United States Code Section 601et seq.;
83. **“Title XIX”** means Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.;
84. **“Title XXI”** means Title XXI of the Social Security Act, 42 United States Code Section 1396 et seq.;
85. **“Trading Partner”** means a Provider who has entered into this Agreement with DMH in order to satisfy all or part of its obligations under a Legal Entity Agreement or Network Provider Agreement by means of EDI;
86. **“UMDAP”** means DHCS's Uniform Method of Determining Ability to Pay;
87. **“WIC”** means the California Welfare and Institutions Code; and
88. **“Work Order”** means a document, which includes a Statement of Work, requesting Bids for specific services from a pre-qualified pool of Contractors that have Master Agreements. An executed Work Order becomes part of the Master Agreement.

## ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the Legal Entity Contract Paragraph 9.11 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

I, the undersigned certify that I am not presently excluded from participation in federally funded health care programs, nor is there an investigation presently pending or recently concluded of me which is likely to result in my exclusion from any federally funded health care program, nor am I otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I further certify as the official responsible for the administration of – Tri-City Mental Health Authority (hereafter "Contractor") that all of its officers, employees, agents and/or sub-contractors are not presently excluded from participation in any federally funded health care programs, nor is there an investigation presently pending or recently concluded of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federally funded health care program, nor are any of its officers, employees, agents and/or sub-contractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I understand and certify that I will notify DMH within thirty (30) calendar days, in writing of:

- Any event that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federally funded health care programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federally funded healthcare program payment may be made.

Name of authorized official (Official Name) Antonette Navarro, Executive Director  
Please print name

Signature of authorized official \_\_\_\_\_ Date 07/07/2020

## REQUIRED SUPPLEMENTAL DOCUMENTS

In accordance with the Contract, the Contractor must submit required supplemental documents within certain timelines, as instructed below, to DMH's Contracts Development and Administration Division at 550 S. Vermont Ave., 5<sup>th</sup> Floor, Los Angeles, CA 90020.

### INSTRUCTIONS ON SUBMISSION OF DOCUMENTS

**For Renewed Contracts:** All the documents listed below must be submitted ***at the time of execution of the Contract, but no later than ten (10) business days after the effective date of the Contract.*** Documents must be submitted in a one-subject binder in sequence as listed below. If Contractor does not submit the documents within the time period described above, Contractor must provide a good cause justification, in writing, for not doing so. The written justification must be addressed to the DMH lead Program Manager overseeing the Contract.

**For Amended Contracts:** With the exception of the Financial Statements, the documents listed below must be resubmitted ***if and when updates or revisions are made to such documents*** at any point during the term of the Contract. However, the following documents must be submitted ***annually*** during the term of the Contract, ***and further resubmitted at any point that updates or revisions are made to such documents:*** Financial Statements, Indemnification and Insurance, Contractor Acknowledgement and Confidentiality Agreements, Contractor's Compliance with Encryption Requirements, and the Confidentiality Oath. If Contractor does not submit any documents within the time periods described above, Contractor must provide a good cause justification, in writing, for not doing so. The written justification must be addressed to the DMH lead Program Manager overseeing the Contract.

#### 1. Corporation Documents

- a. **List of Authorized Persons:** Board minutes authorizing the person(s) and identifying her/his job title that is (are) legally empowered to sign legal documents on behalf of the organization;
  - b. **Articles of Incorporation and Corporate Seal:** Articles of Incorporation with the imprint/copy of the Corporate Seal (if the organization is a corporation) affixed to the copy of the Articles of Incorporation. The Corporate Seal must read the same as the organization's name. If there is any difference between the Corporate Seal and the organization's name as used in the Service Delivery Plan, an explanation must be provided; and
  - c. **By-Laws and Amendments to By-Laws**
2. **Organizational Chart** – Current/proposed organizational chart that shows all existing and proposed mental health and substance abuse programs/subprograms irrespective of DMH funding.



3. **Financial Statements** – Current financial statements, as required by DMH’s Policy No. 813.04 (Financial Responsibility Requirements for Contracting with the County of Los Angeles Department of Mental Health). This DMH Policy can be accessed in its entirety at the following website: [http://lacdmh.lacounty.gov/ContractorsPolicies/Documents/800/813\\_04.pdf](http://lacdmh.lacounty.gov/ContractorsPolicies/Documents/800/813_04.pdf)
4. **Subcontracts List** – List of all subcontractors. Contractors must have *prior written approval* from DMH in order to enter a particular subcontract.

The documents listed below shall be made available ***within three (3) business days should DMH or its representative request the documents:***

5. **Rent and Lease Agreements** – Rent and lease agreements specifying all Terms and Conditions, including term of Agreement; monetary consideration; other leasing consideration; full names and addresses of leaser; and any family/related party relationship between leaser and the organization and its officers and Board of Directors including a full listing of full names of officers, directors, etc. who have any family/related party relationship with leaser.
6. **Fully Executed Contracts** – Fully executed contracts (e.g., consultants, professional services, etc.).
7. **Equipment Leases** – Equipment leases for equipment, including automobiles, photocopiers, etc.
8. **Maintenance Agreements** – Maintenance agreements for equipment and other items.

PERFORMANCE STANDARDS AND OUTCOME MEASURES EXHIBIT

CONTRACTOR Tri-City Mental Health Authority

Legal Entity Number: 00066

Pursuant to Paragraph 8.15 COUNTY'S QUALITY ASSURANCE PLAN Contractor shall be subject to the following standards and outcomes that have been checked in the last column titled "Required Outcome" and which will be used by County as part of the determination of the effectiveness of services delivered by Contractor. Also, as stated in Paragraph 3.0, Contractor may be subjected to other specific performance outcomes that are required for Mental Health Service Act (MHSA) programs. MHSA performance outcomes are separately identified from this Attachment M and are instead provided in the respective MHSA service exhibits that are part of this Legal Entity Contract, if applicable.

Line ID	Outcomes Domains	Performance Outcomes Targets	Method of Data Collection	Required Outcome (check)
1		State mandated (California Welfare and Institutions Code (WIC) § 5612 and WIC § 5613)	California Consumer's Perception Survey - MHSIP <sup>1</sup> , YSS <sup>2</sup> and YSS-F <sup>3</sup> survey instruments.	P

<b>Performance Outcomes Project:</b>				
2	Access to Services	Client received continuity of care by being seen within 5 business days of discharge from an acute psychiatric hospital. (System wide benchmark is 75% or more of the clients are seen within the five (5) days).	County DMH's claims processing information system data repository.	
3		80% or more of responding clients were able to receive services at convenient times and location.	MHSIP, YSS and YSS - F survey instruments.	
4		Client received continuity of care by being seen within 14 calendar days of discharge from mental health residential treatment program/institutional setting. (Only applicable to residential/institutional service providers. Unplanned discharges are excepted from the 14 day requirement). (System wide benchmark is 59% or more of the clients are seen within the seven (7) days).	County DMH's claims processing information system data repository.	
5		80% or more of responding child/youth and families report that they had someone to talk to when they were troubled.	YSS and YSS-F survey instruments.	
6	Client Satisfaction	80% or more of responding clients reported that staff were sensitive to the client's cultural/ethnic background.	MHSIP, YSS and YSS-F surveys.	
7		70% or more of responding families of child/youth and child/youth get along better with family members.	YSS and YSS-F surveys instruments.	
8	Clinical Effectiveness	80% or more of responding families of child/youth and child/youth in a crisis, have the support they need from family or friends.	YSS and YSS-F survey instruments.	
9		70% or more of responding families report child/youth are doing better in school and/or work.	YSS-F survey	
10		65% or more of responding Transitional Age Youth are doing better in school and/or work.	YSS	
11		60% or more of responding adult/older adult clients are doing better in school and/or work.	MHSIP.survey	
12		75% or more of responding adult/older adult clients report they deal more effectively with daily problems and/or 60% report that their symptoms are not bothering them as much.	MHSIP, YSS and YSS-F survey	

<sup>1</sup> MHSIP -- Mental Health Statistics Improvement Program and is used for adult and older adult surveys.

<sup>2</sup> YSS s - Youth Services Survey for Youth.

<sup>3</sup> YSS-F -Youth Services Survey for Families.



## **BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

### **1. DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health

Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received

by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement,

Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

**2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected

Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

**4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.
- 4.3 Business Associate shall be responsible for the provision of an annual mandatory information security and privacy training, for all staff that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, at the time of initial employment and on an ongoing basis as required by federal and State law, including but not limited to Health Insurance Portability and Accountability Act (HIPAA).

4.3.1 Business Associate shall monitor, track, document (e.g., training bulletins/flyers, sign-in sheets specifying name and function of staff, and/or individual certificates of completion, etc.) and make available upon request by the federal, State and/or County government the annual information security and privacy training provided to Business Associate's workforce members, including clerical, administrative/management, clinical, subcontractors, and independent contractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County.

4.4 Business Associate shall ensure that all workforce members, including clerical, administrative, management, clinical, subcontractors, and independent contractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access sensitive content such as Protected Health Information. The statement must be renewed annually.

4.5 Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of Business Associate's security and privacy policies and procedures, including termination of employment where appropriate.

5. **REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.



- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
  - (b) The number of Individuals whose Protected Health Information is involved;
  - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, [PRIVACY@ceo.lacounty.gov](mailto:PRIVACY@ceo.lacounty.gov)**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

## **6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **7. ACCESS TO PROTECTED HEALTH INFORMATION**

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

**8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

**9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1 and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

## **10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

10.3 Business Associate must demonstrate its compliance with Los Angeles County Board of Supervisors Policies and the requirements stated in this Exhibit, Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Business Associate must attest that it has implemented adequate controls to meet the expected baseline set forth in Exhibit Q, Information Security Contract/Agreement Requirements, at the

commencement and during the renewal of this agreement with the County. The completed Exhibit R, LACDMH Contractor /Business Associate's Compliance with Information Security Requirements questionnaire must be returned to DMH Information Security Officer (DISO) for approval within ten (10) business days from the signed date of this agreement. Business Associate must be prepared to provide supporting evidence upon request.

- 10.4 During the term of the agreement, Business Associate must notify the Covered Entity within ten (10) days of implementation, in writing, about any significant changes such as technology changes, modification in the implemented security safeguards or any major infrastructure changes. Dependent on the adjustment, Business Associate may be asked to re-submit the Exhibit R to document the change.
- 10.5 Business Associate must ensure that prior to their access, the workforce members including Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County acknowledge and sign the County of Los Angeles Agreement for Acceptable Use and Confidentiality of County Information Technology Resources, Exhibit S to this agreement. Business Associate must maintain and make available upon request by the federal, State and/or County government.
- 10.6 Business Associate must ensure that prior to their access, the workforce members including Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County acknowledge and sign the Confidentiality Oath (Non-LAC-DMH Workforce Members), Exhibit T to this agreement. Business Associate must maintain and make available upon request by the federal, State and/or County government.

## **11. AVAILABILITY OF RECORDS**

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the

Secretary and provide Covered Entity with copies of any documents produced in response to such request.

**12. MITIGATION OF HARMFUL EFFECTS**

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

**13. BREACH NOTIFICATION TO INDIVIDUALS**

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to



Individual(s), and to protect against any further Breaches; and

- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

#### **14. INDEMNIFICATION**

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

#### **15. OBLIGATIONS OF COVERED ENTITY**

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's

performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

**16. TERM**

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

**17. TERMINATION FOR CAUSE**

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

**18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

## **19. AUDIT, INSPECTION, AND EXAMINATION**

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other

services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **20. MISCELLANEOUS PROVISIONS**

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

/  
/  
/  
/

**COUNTY OF LOS ANGELES**

By

\_\_\_\_\_  
(Authorized Signatory Name)

\_\_\_\_\_  
(Authorized Signatory Title)

\_\_\_\_\_  
(Authorized Signatory Signature)

\_\_\_\_\_  
(Date)

**BUSINESS ASSOCIATE**

By

Antonette Navarro  
(Authorized Signatory Name)

Executive Director  
(Authorized Signatory Title)

\_\_\_\_\_  
(Authorized Signatory Signature)

\_\_\_\_\_  
(Date)

## CHARITABLE CONTRIBUTIONS CERTIFICATION

Tri-City Mental Health Authority

Company Name

1717 North Indian Hill Blvd., Suite B, Claremont, CA 91711

Address

95-3775190

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Antonette Navarro, Executive Director

Name and Title of Signer (please print)

07/07/2020

Date



**Los Angeles County Department of Mental  
Health OWNERSHIP/CONTROLLING  
INTEREST DISCLOSURE**

Completion of this form is mandated by the Centers for Medicare and Medicaid Services, Department of Health and Human Services and applicable regulation as found at 42 CFR 455.101 and 42. CFR 455.104. Disclosure must be made at the time of enrollment or contracting with Los Angeles County Department of Mental Health, at the time of survey, or within 35 days of a written request from Los Angeles County Department of Mental Health. It is the provider's responsibility to ensure all information is accurate and to report any changes as required by law by completing a new Ownership/Controlling Interest Disclosure form. Please add additional disclosures on the back of form.

**Part 1. Applicant/Vendor Information**

Name of Entity (Legal name as it appears on tax identification form) Tri-City Mental Health Authority		Provider # (if currently enrolled in CA Medicaid)	NPI Number 00066	
Doing Business As	Street Address: 1717 N Indian Hill Blvd, #B	City Claremont	State CA	Zip Code 91711
Telephone Number (909) 623-6131	Fax Number (909) 865-9281	E-mail Address www.tricitymhs.org		

**Part 2. Ownership, indirect ownership, and managing employee interests**

If Non-Profit Organization, Please check this Box

Does any person have an ownership or controlling interest of 5% or more in the entity?

NO (If No, please sign below)

YES (If yes, please completed A, B, C, D and sign below)

**A. Lists the name, address, Federal Employer Identification Number (FEIN) or Social Security Number (SSN), Date of Birth (DOB) and percentage of interest of each person with an ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has direct or indirect ownership of 5% or more. Add additional disclosures on back of form.**

Name	Street Address	City	State	Zip Code	FEIN/SSN	DOB	% Interest
<u>Add Name</u> <u>Delete Name</u>							

**B. Are any of the above mentioned persons related to one another as a spouse, parent, child, or sibling? Add additional disclosures on back of form.**

No

Yes (If yes, please complete below)

Name	FEIN/SSN	DOB	Name of Person Related To	Relationship
<u>Add Name</u> <u>Delete Name</u>				

**C. List any person who holds a position of managing employee within the disclosing entity. Add additional disclosures on back of form.**

Name	FEIN/SSN	DOB	Position Title

**D. Does any person, business, organization or corporation with an ownership or control interest (identified in A and/or B) have an ownership or controlling interest of 5% or more in any other California Medicaid Provider? Add additional disclosures on back of form.**

No (if No, please sign below)

Yes (If yes, please name and show information)

Name	Other Provider Name	FEIN/SSN	DOB	%Interest

**Provider Statement**

I certify that information provided on this form is true, accurate and complete. I will notify Los Angeles County Department of Mental Health in writing within 35 days of any additions/changes to the information.

Signature of Provider/Authorized Representative/Agent  
(Stamped signatures NOT accepted)

Antonette Navarro  
Print Name

Executive Director  
Title

(909) 451-6438  
Telephone Number

07/07/2020  
Date





**ADDENDUM**  
**Los Angeles County Department of Mental Health**  
**OWNERSHIP/CONTROLLING INTEREST DISCLOSURE**

**ADDENDUM INFORMATION FOR ADDITIONAL OWNERSHIP/CONTROLLING DISCLOSURE OWNERSHIP, INDIRECT OWNERSHIP, AND MANAGING EMPLOYEE INTEREST**

PLEASE COMPLETE A, B, C, D AND SIGN BELOW  
Continued from Page 1.

A. Lists the name, address, Federal Employer Identification Number (FEIN) or Social Security Number (SSN), Date of Birth (DOB) and percentage of interest of each person with an ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has direct or indirect ownership of 5% or more.

Name <small>Add Name Delete Name</small>	Street Address	City	State	Zip Code	FEIN/SSN	DOB	% Interest

B. Are any of the above mentioned persons related to one another as a spouse, parent, child, or sibling? Continued from Page 1.

No  Yes (If yes, please complete below)

Name <small>Add Name Delete Name</small>	FEIN/SSN	DOB	Name of Person Related To	Relationship

C. List any person who holds a position of managing employee within the disclosing entity. Continued from Page 1.

Name	FEIN/SSN	DOB	Position Title

D. Does any person, business, organization or corporation with an ownership or control interest (identified in A and/or B) have an ownership or controlling interest of 5% or more in any other California Medicaid Provider? Continued from Page 1.

No (if No, please sign below)  Yes (If yes, please name and show information)

Name	Other Provider Name	FEIN/SSN	DOB	%Interest

**Provider Statement**

I certify that information provided on this form is true, accurate and complete. I will notify Los Angeles County Department of Mental Health in writing within 35 days of any additions/changes to the information.

_____ Signature of Provider/Authorized Representative/Agent (Stamped signatures NOT accepted)	_____ Executive Director Title	_____ 07/07/2020 Date
_____ Antonette Navarro Print Name	_____ (909) 451-6438 Telephone Number	



## **INFORMATION SECURITY CONTRACT/AGREEMENT REQUIREMENTS**

This Exhibit sets forth information security requirements and procedures to be established by Contractor/Business Associate before the effective date of the Contract/Agreement and maintained throughout the term of the Contract/Agreement. These requirements and procedures are a minimum standard and are in addition to the requirements of the Contract/Agreement and any other Arrangements between the parties. However, it is Contractor/Business Associate's sole obligation to: (i) implement appropriate measures to secure its systems and all Information (as defined by County Board of Supervisors Policy 6.104), against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of the Contract/Agreement by Contractor/Business Associate, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract/Agreement, to immediately terminate the Contract/Agreement. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Contract/Agreement.

### **1. NON-EXCLUSIVE EQUITABLE REMEDY**

Contractor/Business Associate acknowledges and agrees that due to the unique nature of County Non Public Information (NPI) there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to County, and therefore, that upon any such breach, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of Section 5 (Confidentiality) shall constitute a material breach of this Contract/Agreement and be grounds for immediate termination of this Contract/Agreement in the exclusive discretion of the County.

### **2. INFORMATION SECURITY PROGRAM**

Contractor/Business Associate shall establish and maintain a company-wide Information Security Program (Information Security Management System [ISMS]) designed to evaluate risks to the confidentiality, availability and integrity of the information in their possession.

Contractor/Business Associate's Information Security Program shall include the creation and maintenance of security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor/Business Associate personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats/risks.

### **3. PROPERTY RIGHTS TO INFORMATION**

All Information, as defined by County Board of Supervisors Policy 6.104 - Information Classification Policy, provided for the County or collected by Contractor/Business Associate on behalf of the County, is deemed property of the County and shall remain the property of County and County shall retain exclusive rights and ownership thereto.

The County Information shall not be used by Contractor/Business Associate for any purpose other than as required under this Contract/Agreement, nor shall such information or any part of such information be disclosed, sold, assigned, leased, or otherwise disposed of to third-parties by Contractor/Business Associate or commercially exploited or otherwise used by, or on behalf of, Contractor/Business Associate, its officers, directors, employees, or agents. Contractor/Business Associate may assert no lien on or right to withhold from County, any information it receives from, receives addressed to, or stores on behalf of, County.

Notwithstanding the foregoing, Contractor/Business Associate may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by Contractor/Business Associate ; provided that no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to, County or a County, and such Information cannot be associated or matched with an identifiable profile or personally identifiable information. Contractor/Business Associate specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contactor owns, leases or possesses.

#### 4. CONTRACTOR/BUSINESS ASSOCIATE'S USE OF INFORMATION

Contractor/Business Associate may use the Information only as necessary to carry out its obligations under this Contract/Agreement, and for no other purpose other than observation and reporting to the County on County's usage of the Information and making recommendations for improved usage.

#### 5. CONFIDENTIALITY

- a) **Non-public Information.** Contractor/Business Associate agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to County's customers, patients, business partners, or personnel; (b) Personally Identifiable Information (as defined below); (c) any non- public information as defined in the Gramm-Leach-Bliley Act or the California Financial Information Privacy Act, and (d) any Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and The Health Information Technology for Economic and Public Health Act (HITECH), will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential". To be deemed "Non-public Information" (NPI) as defined in Board of Supervisors Policy 6.104 – Information Classification Policy, trade secrets and mask works must be plainly and prominently marked with restrictive legends.
- b) **Nondisclosure of NPI.** NPI provided by the County either before or after Contract/Agreement award shall only be used for its intended purpose. Contractor/Business Associate and Subcontractors shall not utilize nor distribute County NPI in any form without the prior express written approval of the County.
- c) **Non-Disclosure Obligation.** While performing work under this Contract/Agreement, the Contractor/Business Associate and Subcontractors may encounter NPI such as personal information, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor/Business Associate shall not disclose or publish any information and material received or used in performance of this Contract/Agreement. This obligation is perpetual. The Contract/Agreement imposes no obligation upon the Contractor/Business Associate with respect to County NPI which the Contractor/Business Associate can establish that: a) was in the possession of, or was rightfully known by the Contractor/Business Associate without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract/Agreement; c) is obtained by the Contractor/Business Associate in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor/Business Associate without the participation of individuals who have had access to the County's or the third party's NPI. If the Contractor/Business Associate is required by law to disclose NPI the Contractor/Business Associate shall notify the County of such requirement prior to disclosure.
- d) **Personally Identifiable Information.** "Personally Identifiable Information" (PII) shall mean any information about an individual maintained by an organization or other entity, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

In connection with this Contract/Agreement and performance of the services, Contractor/Business Associate may be provided or obtain, from County or otherwise, PII pertaining to County's current and prospective personnel, directors and officers, agents, investors, patients, and customers and may need to process such PII and/or transfer it, all subject to the restrictions set forth in this Contract/Agreement and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.

- e) **Treatment of County Non-public Information.** Without limiting any other warranty or obligations specified in this Contract/Agreement, and in particular the Confidentiality provisions of the Contract/Agreement, during the term of this Contract/Agreement and thereafter in perpetuity, Contractor/Business Associate will not gather, store, log, archive, use, or otherwise retain any County NPI in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any County NPI to any third-party, except as expressly required to perform its obligations under this Contract/Agreement or as Contractor/Business Associate may be expressly directed in advance in writing by County.

Contractor/Business Associate represents and warrants that Contractor/Business Associate will use and process County NPI only in compliance with (a) this Contract/Agreement, (b) County's then current information security and privacy policies, and (c) all applicable local, state, and federal laws and regulations.

- f) **Retention of County Non-public Information.** Contractor/Business Associate will not retain any County NPI for any period longer than necessary for Contractor/Business Associate to fulfill its obligations under this Contract/Agreement or required by Contractor/Business Associate's records retention policies and applicable law.
- g) **Return of County Non-public Information.** On County's written request or upon expiration or termination of this Contract/Agreement for any reason, Contractor/Business Associate will promptly return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County's NPI; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract/Agreement; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor/Business Associate, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 5(a) of this Exhibit, and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 5(a) and (b) of this Exhibit have been delivered to County or destroyed, as requested by County.

On termination or expiration of this Contract/Agreement, County will return or destroy all Contractor/Business Associate's information marked as confidential (excluding items licensed to County hereunder or that provided to County by Contractor/Business Associate hereunder), at County's option.

## 6. CONTRACTOR/BUSINESS ASSOCIATE PERSONNEL

Within the limitations of law, Contractor/Business Associate shall screen and conduct background investigations on all Contractor/Business Associate personnel, Contractor/Business Associate s and third-parties as appropriate to their role, with actual or potential physical or logical access to County's NPI for potential security risks. Such background investigations, based on the individual's role and interaction with NPI, may include criminal and financial history and will be repeated on a regular basis.

Contractor/Business Associate shall require all employees and Contractor/Business Associate s to sign an appropriate written confidentiality/non- disclosure agreement.

All agreements with third-parties involving access to Contractor/Business Associate's systems and Information, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems.

Contractor/Business Associate shall supply each of its Contractor/Business Associate personnel with appropriate, ongoing training regarding information security procedures, risks, and threats.

Contractor/Business Associate shall have an established set of procedures to ensure Contractor/Business Associate personnel promptly report actual and/or suspected breaches of security.

## 7. STORAGE, TRANSMISSION AND DESTRUCTION OF COUNTY NON-PUBLIC INFORMATION

All County NPI shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, Contractor/Business Associate will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County's NPI in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

## 8. HARDWARE RETURN

Upon termination or expiration of the Contract/Agreement or at any time upon County's request, Contractor/Business Associate shall return all hardware, if any, provided by County to County.

The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County.

## 9. PHYSICAL AND ENVIRONMENTAL SECURITY

Contractor/Business Associate facilities that process County Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

Contractor/Business Associate facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

## 10. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

Contractor/Business Associate shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect information and computer media from theft and unauthorized access.

## 11. ACCESS CONTROL

Subject to and without limiting the requirements under Section 7 (Storage, Transmission and Destruction of Information), County's NPI: (i) may only be made available and accessible to those parties explicitly authorized under the Contract/Agreement or otherwise expressly approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or approved by County's Chief Information Security Officer in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier and protected using encryption technology designated by Contractor/Business Associate and approved by County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by Contractor/Business Associate at off-site facilities.

Contractor/Business Associate shall implement formal procedures to control access to County systems, services, and/or data, including, but not limited to, user account management procedures and the following controls:

- a) Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
- b) Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
- c) Applications will include access control to limit user access to information and application system functions; and
- d) All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor/Business Associate shall record, review and act upon all events in accordance with incident response policies set forth below.

In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor/Business Associate shall ensure all County NPI, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices as discussed in Section 7 (Storage, Transmission and Destruction of County Non-Public Information).

## 12. SECURITY INCIDENT

A "Security Incident" shall mean the successful unauthorized access, use, disclosure, or modification of County NPI or interference with system operations in an information system.

- a) Contractor/Business Associate will promptly notify, within three (3) business days after the detection, the County's Chief Information Security Officer by telephone and subsequently via written letter of any Security Incidents.

- b) The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. Contractor/Business Associate will provide a quarterly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County's Chief Information Security Officer on or before the first (1st) week of each calendar quarter (January, March, June and September). County or its third-party designee may, but is not obligated to, perform audits and security tests of Contractor/Business Associate's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County NPI.
- c) Notwithstanding any other provisions in this Contract/Agreement, Contractor/Business Associate shall be liable for all damages, fines, corrective action and legally required notifications arising from a security incident that results in unauthorized access, modification, destruction or compromise of County Information caused by Contractor/Business Associate's weaknesses, negligence, errors, or lack of information security or privacy controls or provisions hereunder.

### 13. AUDIT

When not prohibited by regulation, Contractor/Business Associate will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits, conducted by Contractor/Business Associate or a third party; and (2) corrective actions or modifications, if any, Contractor/Business Associate will implement in response to such audits.

During the term of this Contract/Agreement, County or a mutually agreed third-party designee may annually, or more frequently as agreed in writing by the parties, request a security audit of Contractor/Business Associate's Information Security Management System (ISMS), data center, services and/or systems containing or processing County Information.

The audit will take place at a time mutually agreed to by the parties, but in no event on a date more than ninety (90) days from the date of the request by County.

County's request for security audit will specify the scope and areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that the results may be filtered to remove the specific information of other Contractor/Business Associate customers such as IP address, server names, etc.

Contractor/Business Associate shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor/Business Associate agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

### 14. SPECIFIC SOFTWARE AS A SERVICE (SaaS) CONTRACTUAL TERMS AND CONDITIONS

- a) **License.** Subject to the terms and conditions set forth in this Contract/Agreement, including payment of the license fees by County to Contractor/Business Associate, Contractor/Business Associate hereby grants to County a non-exclusive, non-transferable worldwide license to use the service during the term of this Contract/Agreement to achieve the purposes stated herein, as well as any documentation and training materials.
- b) **Business Continuity.** In the event that Contractor/Business Associate's infrastructure or Information becomes lost, damaged or destroyed, Contractor/Business Associate shall immediately, and not longer than one (1) business day, implement the Contractor/Business Associate's Business Continuity Plan, in order to continue to provide the service. Contractor/Business Associate's obligation to reimburse the County's costs related to lost, damaged or destroyed Information shall be determined by the County.

The plan, at a minimum, shall include the services of a third-party recovery provider for which the County shall be the first in the order of recovery among Contractor/Business Associate's customers. The third-party recovery provider shall provide and assist Contractor/Business Associate in its operations, system management and technical support.

The Contractor/Business Associate shall include in its Business Continuity Plan a service offering, a distributed IT infrastructure and a mirrored critical system, Contractor/Business Associate will assist the County in providing such a system within one (1) Day of the County's notification.

In the event that the service is interrupted, the Information may be accessed and retrieved within two (2) hours at any point in time. Additionally, Contractor/Business Associate shall store a backup of all Information in an off-site "hardened" facility no less than daily, maintaining the security of Information, the security requirements of which are described herein.

- c) **Enhancements, Upgrades, Replacements and New Versions.** The Contractor/Business Associate agrees to Provide to the County, at no cost, prior to, and during installation and implementation of the system any Software/firmware Enhancements, Upgrades and replacements which the Contractor/Business Associate initiates or generates that are within the scope of the products licensed and that are made available at no charge to other Contractor/Business Associate customers.

During the term of this Contract/Agreement, the Contractor/Business Associate shall notify the County of the availability of newer versions of the software and within thirty (30) Days provide the County with this new version.

The Contractor/Business Associate shall provide any Updated Documentation in the form of new revision manuals or changed pages to current manuals consistent with the original Documentation supplied and reflecting the changes included in the new version of the software as they are made available. The Contractor/Business Associate shall also provide installation instructions, procedures and any installation program required by the Enhancement, Upgrade, Replacement or new versions.

During the Contract/Agreement term, Contractor/Business Associate shall not delete or disable a feature or functionality unless the Contractor/Business Associate provides sixty (60) Days advance notice and the County provides written consent to the deleted or disabled feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County.

- d) **Contractor/Business Associate's Use of Information.** Contractor/Business Associate may use the Information only as necessary to carry out its obligations under this Contract/Agreement, and for no other purpose other than the following:

- i) May observe and report back to the County on County's usage of the service and make recommendations for improved usage.

- e) **Disposition of Information; Back-up Information.** County retains the right to use the service to access and retrieve County content and data stored on Contractor/Business Associate's infrastructure at its sole discretion.

Contractor/Business Associate shall back up Information once in each 24-hour period.

- f) **Location of Information.** Contractor/Business Associate warrants and represents that it shall store and process County Information and content only in the continental United States and that at no time will County Information traverse the borders of the continental United States in an unencrypted manner.

- g) **Data Center Audit and Certification.** An SOC 3 audit certification shall be conducted annually and a copy of the results provided to the County both during and prior to the commencement of the Contract/Agreement. The results of the SOC 3 audit and Contractor/Business Associate's plan for addressing or resolving the audit findings shall be shared with the County within ten (10) business days of Contractor/Business Associate's receipt of the audit results. Contractor/Business Associate agrees to provide the County with the current SOC 3 audit certification upon the County's request.

At its own expense, the County shall have the right to confirm Contractor/Business Associate's infrastructure and security practices via an onsite inspection at least once a year. In lieu of an on-site audit and upon the County's request, Contractor/Business Associate shall complete an audit questionnaire regarding Contractor/Business Associate's information security program.

- h) **Services Provided by a Subcontractor.** Prior to the use of any Subcontractor for SaaS services under this Contract/Agreement, Contractor/Business Associate shall notify the County of the Subcontractor(s) that will be involved in providing any services to the County and obtain the County's written consent.

In the event that Contractor/Business Associate terminates its agreement with the Subcontractor, Contractor/Business Associate shall first allow the County to assume all of the rights and obligations of Contractor/Business Associate under the agreement and to transfer the agreement to the County, provided there shall be no changes in the services requirement. Contractor/Business Associate shall provide the County with advance written notice of its intent to terminate the Subcontractor agreement and at least thirty (30) Days to respond and indicate whether the County wishes to assume the rights and obligations under the Subcontractor agreement.

- i) **Information Import Requirements at Termination.** Within one (1) Day of notification of termination of this Contract/Agreement, the Contractor/Business Associate shall provide the County with a complete and secure copy of all County Information suitable for import into commercially available database software (e.g. MS-SQL), such as XML format, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. These files will be comprised of data contained in the Contractor/Business Associate's system. The structure of the relational database will be specific to the data and will not be representative of the proprietary Contractor/Business Associate database.
- j) **Termination Assistance Services.** During the ninety (90) Day period prior to, and or following the expiration or termination of this Contract/Agreement, in whole or in part, Contractor/Business Associate agrees to provide reasonable termination assistance services at no additional cost to the County, which may include:
  - i) Developing a plan for the orderly transition of the terminated or expired SaaS from Contractor/Business Associate to the successor;
  - ii) Providing reasonable training to County staff or the successor in the performance of the SaaS then being performed by Contractor/Business Associate;
  - iii) Using its best efforts to assist and make available to County any third-party services then being used by Contractor/Business Associate in connection with the SaaS; and
  - iv) Such other activities upon which the parties may agree.

## 15. CERTIFICATION

The County must receive within ten (10) business days of its request, a certification from Contractor/Business Associate (for itself and any Subcontractors) that certifies and validates compliance with the minimum standard set forth above. In addition, Contractor/Business Associate shall maintain a copy of any validation/attestation reports that its product(s) generate, and such reports shall be subject to audit in accordance with the agreement. Failure on the part of the Contractor/Business Associate to comply with any of the provisions of this Exhibit, Information Security Contract/Agreement Requirements shall constitute a material breach of this arrangement upon which the County may terminate or suspend this agreement.

## 16. REPORTING REQUIREMENTS FOR SIGNIFICANT CHANGES

During the term of this contract/ agreement, Contractor/Business Associate must notify the Covered Entity within ten (10) days of implementation, in writing, about any significant changes such as technology changes, modification in the implemented security safeguards or any major infrastructure changes. Dependent on the adjustment, Contractor/Business Associate may be asked to re-submit the Exhibit R to document the change.

## 17. COMPLIANCE

Contractor/Business Associate shall provide information about its information security practices by completing Exhibit R "LACDMH Contractor/Business Associate's Compliance with Information Security Requirements" questionnaire. By submitting, Contractor/Business Associate certifies that it will be in compliance with Los Angeles County Board of Supervisors Policies, and the expected minimum standard set forth above at the commencement of this agreement with the County and during the term of any arrangement that may be awarded pursuant to this agreement. The completed forms must be returned to DMH Information Security Officer (DISO) within ten (10) business days and approved to certify compliance.





## DMH BUSINESS ASSOCIATE / CONTRACTOR'S COMPLIANCE WITH INFORMATION SECURITY REQUIREMENTS EXHIBIT

**Business Associate / Contractor Agency Name:** Tri-City Mental Health Authority

Business Associate / Contractor shall provide information about its information security practices by completing this Exhibit. By submitting this Exhibit, Business Associate / Contractor certifies that will be compliant with Los Angeles County Board of Supervisors Policies and attest that it has implemented adequate controls to meet the following expected Information Security minimum standard, at the commencement and during the term of any awarded agreement. Business Associate must be prepared to provide supporting evidence upon request. The completed forms must be returned to DMH Information Security Officer (DISO) for approval within ten (10) business days from the signed date of this agreement. Any significant changes during the term of the contract/agreement must be reported within ten (10) business days of implementation. Dependent on the adjustment, Business Associate / Contractor may be asked to re-submit this exhibit to document the change.

### COMPLIANCE QUESTIONS

			DOCUMENTATION AVAILABLE				
	YES	NO	N/A		YES	NO	
1	Will County's non-public data stored on your workstation(s) be encrypted? <i>If "NO", or N/A please explain.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
2	Will County data stored on your laptop(s) be encrypted? <i>If "NO", or N/A please explain.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
3	Will County non-public data stored on removable media be encrypted? <i>If "NO", or N/A please explain.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
4	Will County data be encrypted when transported? <i>If "NO", or N/A please explain.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
5	Will you maintain a copy of any validation / attestation reports generated by its encryption tools? <i>If "NO", or N/A please explain.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
6	Will County data be stored on remote servers*? <small>*Cloud storage, Software-as-a-Service or SaaS</small> <i>Please provide public URL and hosting information for the server.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
7	Will all users with access to County data participate in an annual information security awareness training? <i>If "NO", or N/A please explain.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
8	Will County data residing on endpoints be protected by an up-to-date antivirus and/or anti-malware software? <i>If "NO", or N/A please explain.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

- |   | YES                                 | NO                       | N/A                      | YES                      | NO                       |
|---|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 9 Will all endpoints accessing and/or storing County data be physically secured?<br><i>If "NO", or N/A please explain.</i>  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10 Will all security incidents involving County data be promptly reported?<br><i>If "NO", or N/A please explain.</i>  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11 Will all users' access be formally authorized, and users provided with unique logon IDs & complex passwords for accessing County data?<br><i>If "NO", or N/A please explain.</i>   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12 Will all users' activities be monitored to ensure they are accessing the minimum information necessary to perform their assignments?<br><i>If "NO", or N/A please explain.</i>   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13 Will users' access be modified once their role no longer justifies such access or access promptly suspended upon discharge/termination?<br><i>If "NO", or N/A please explain.</i>  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 14 Will all endpoints accessing and/or storing County data be regularly patched and updated for known vulnerabilities?<br><i>If "NO", or N/A please explain.</i>  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 15 Will all endpoints accessing and/or storing County data be rendered unreadable and/or unrecoverable, prior to disposition?<br><i>If "NO", or N/A please explain.</i>   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 16 Will Business Associate / Contractor inspect and conduct annual risk assessments on its systems involving County data to identify and mitigate weaknesses and vulnerabilities?<br><i>If "NO", or N/A please explain.</i>                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 17 Does the entity have policies and procedures to ensure continuity and availability of critical business processes during emergencies or disasters and ability to restore/recover data from ransomware attacks?<br><i>If "NO", or N/A please explain.</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 18 Will Business Associate / Contractor return or destroy non-public County data upon expiration or termination of their contract?<br><i>If "NO", or N/A please explain.</i>  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Antonette Navarro**  
Authorized Signatory Name (Print)

**Executive Director**  
Authorized Signatory Official Title

Authorized Signatory Signature

Date



**COUNTY OF LOS ANGELES  
AGREEMENT FOR ACCEPTABLE USE  
AND CONFIDENTIALITY OF COUNTY INFORMATION ASSETS**

*(Note: Authorized signatory must sign at time of contract execution. For employee(s) and non-employee(s), Contractor shall make available within three (3) business days upon DMH request)*

**ANNUAL**

As a County of Los Angeles (County) Workforce Member, and as outlined in Board of Supervisors Policy [6.101](#) "Use of County Information Assets", I understand and agree:

- That I occupy a position of trust, as such I will use County Information Assets in accordance with countywide and Departmental policies, standards, and procedures including, but not limited to, Board of Supervisors Policy [9.015](#) "County Policy of Equity" (CPOE) and Board of Supervisors Policy [9.040](#) "Investigations Of Possible Criminal Activity Within County Government".
- That I am responsible for the security of information and systems to which I have access or to which I may otherwise obtain access even if such access is inadvertent or unintended. I shall maintain the confidentiality of County Information Assets (as defined in Board of Supervisors Policy [6.100](#) – Information Security Policy).
- That County Information Assets must not be used for:
  - Any unlawful purpose;
  - Any purpose detrimental to the County or its interests;
  - Personal financial gain;
  - In any way that undermines or interferes with access to or use of County Information Asset for official County purposes;
  - In any way that hinders productivity, efficiency, customer service, or interferes with other County Workforce Members performance of his/her official job duties.
- That records, files, databases, and systems contain restricted, confidential or internal use information (i.e. non-public information) as well as Public information. I may access, read or handle Non-public information to the extent required to perform my assigned duties. Although I may have access to Non-public information, I agree to not access such information unless it is necessary for the performance of my assigned duties.
- Not to divulge, publish, share, expose or otherwise make known to unauthorized persons, organization or the public any County Non-public Information. I understand that:
  - I may divulge Non-public Information to authorized County staff and managers as necessary to perform my job duties;
  - I may divulge Non-public Information to others only if specifically authorized to do so by federal, state, or local statute, regulation or court order, and with the knowledge of my supervisor or manager;
  - I may not discuss Non-public Information outside of the workplace or outside of my usual work area;
  - To consult my supervisor or manager on any questions I may have concerning whether particular information may be disclosed.
- To report any actual breach of Information Security or a situation that could potentially result in a breach, misuse or crime relating to County Information Assets whether this is on my part or on the part of another person following proper County and Departmental procedures. I understand that I am expected to assist in protecting evidence of crimes

*The signed copy of this agreement must be maintained by Business Associate / Contractor*

relating to Information Assets and will follow the instructions of, and cooperate, with management and any investigative response team.

- I have no expectation of privacy concerning my activities related to the use of, or access to, County Information Assets, including anything I create, store, send, or receive using County Information Assets. My actions may be monitored, logged, stored, made public, and are subject to investigation, audit and review without notice or consent.
- Not possess a County Information Asset without authorization. Although I may be granted authorization to possess and use a County Information Asset for the performance of my duties, I will never be granted any ownership or property rights to County Information Assets. All Information Assets and Information is the property of the County. I must surrender County Information Assets upon request. Any Information Asset retained without authorization will be considered stolen and prosecuted as such.
- Not intentionally, or through negligence, damage or interfere with the operation of County Information Assets.
- To neither, prevent authorized access, nor enable unauthorized access to County Information Assets.
- To not make computer networks or systems available to others unless I have received specific authorization from the Information Owner.
  - Not share my computer identification codes and other authentication mechanisms (e.g., logon identification (ID), computer access codes, account codes, passwords, ID cards/tokens, biometric logons, and smartcards) with any other person or entity. Nor will I keep or maintain any unsecured record of my password(s) to access County Information Assets, whether on paper, in an electronic file.
  - I am accountable for all activities undertaken through my authentication mechanisms (e.g., logon identification (ID), computer access codes, account codes, passwords, ID cards/tokens, biometric logons, and smartcards).
- To not intentionally introduce any malicious software (e.g., computer virus, spyware, worm, key logger, or malicious code), into any County Information Asset or any non-County Information Systems or networks.
- To not subvert or bypass any security measure or system which has been implemented to control or restrict access to County Information Assets and any restricted work areas and facilities.
  - Disable, modify, or delete computer security software (e.g., antivirus, antispyware, firewall, and/or host intrusion prevention software) on County Information Assets. I shall immediately report any indication that a County Information Asset is compromised by malware following proper County and Departmental procedures.
- To not access, create, or distribute (e.g., via email, Instant Messaging or any other means) any offensive materials (e.g., text or images which are defamatory, sexually explicit, racial, harmful, or insensitive) on County Information Assets, unless authorized to do so as a part of my assigned job duties (e.g., law enforcement). I will report any offensive materials observed or received by me on County Information Assets following proper County and Departmental procedures.
- That the Internet is public and uncensored and contains many sites that may be considered offensive in both text and images. I shall use County Internet services in accordance with countywide and Departmental policies and procedures. I understand

*The signed copy of this agreement must be maintained by Business Associate / Contractor*

that County Internet services may be filtered and that my use of resources provided on the Internet may expose me to offensive materials. I agree to hold County harmless from and against any and all liability and expense should I be inadvertently exposed to such offensive material.

- That County electronic communications (e.g., email, instant messages, etc.) created, sent, and/or stored using County electronic communications services are the property of the County. I will use proper business etiquette when communicating using County electronic communications services.
- Only use County Information Assets to create, exchange, publish, distribute, or disclose in public forums and social media (e.g., blog postings, bulletin boards, chat rooms, Twitter, Instagram, Facebook, MySpace, and other social media services) in accordance with countywide and Departmental policies, standards, and procedures.
- Not store County Non-public Information on any Internet storage site except in accordance with countywide and Departmental policies, standards, and procedures.
- Not copy or otherwise use any copyrighted or other proprietary County Information Assets (e.g., licensed software, documentation, and data), except as permitted by the applicable license agreement and approved by County Department management. Nor will I use County Information Assets to infringe on copyrighted material.
- That noncompliance may result in disciplinary action (e.g., suspension, discharge, denial of access, and termination of contracts) as well as both civil and criminal penalties and that County may seek all possible legal redress.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT:

_____ Business Associate / Contractor Workforce Member's Name	_____ Business Associate / Contractor Workforce Member's Signature
_____ Business Associate / Contractor Workforce Member's ID Number	_____ Date
_____ Antonette Navarro Business Associate / Contractor Manager's Name	_____ Business Associate / Contractor Manager's Signature
_____ Executive Director Business Associate / Contractor Manager's Title	_____ 07/07/2020 Date

*The signed copy of this agreement must be maintained by Business Associate / Contractor*



COUNTY OF LOS ANGELES  
DEPARTMENT OF MENTAL HEALTH  
CHIEF INFORMATION OFFICE BUREAU  
**CONFIDENTIALITY OATH**  
Non-LACDMH Workforce Members

(Note: Authorized signatory must sign at time of contract execution. For employee(s) and non-employee(s), Contractor shall make available within three (3) business days upon DMH request)

**ANNUAL**

The intent of this Confidentiality Form is to ensure that all, Business Associates, Contractors, Consultants, Interns, Volunteers, Locum Tenens, Non-Governmental Agencies (NGA), Fee-For-Service Hospitals (FFS1), Fee-For-Service Outpatient (FFS2) and Pharmacy users are aware of their responsibilities and accountability to protect the confidentiality of clients' sensitive information viewed, maintained and/or accessed by any DMH on-line systems.

Further, the Department's Medi-Cal and MEDS access policy has been established in accordance with federal and state laws governing confidentiality.

The California Welfare and Institutions (W&I) Code, Section 14100.2, cites the information to be regarded confidential. This information includes applicant/beneficiary names, addresses, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data. (See also 22 California Code of Regulations (C.C.R.), Sections 50111 and 51009)

The Medi-Cal Eligibility Manual, Section 2-H, titled "Confidentiality of Medi-Cal Case Records," referring to Section 14100.2, a, b, f, and h, W&I Code, provides in part that:

- “(a) All types of information, whether written or oral, concerning a person, made or kept by any public office or agency in connection with the administration of any provision of this chapter \*... shall be confidential, and shall not be open to examination other than for purposes directly connected with administration of the Medi-Cal program.”
- “(b) Except as provided in this section and to the extent permitted by Federal Law or regulation, all information about applicants and recipients as provided for in subdivision (a) to be safeguarded includes, but is not limited to, names and addresses, medical services provided, social and economic conditions or circumstances, agency evaluation or personal information, and medical data, including diagnosis and past history of disease or disability.”
- “(f) The State Department of Health Services may make rules and regulations governing the custody, use and preservation of all records, papers, files, and communications pertaining to the administration of the laws relating to the Medi-Cal program \*\*....”
- “(h) Any person who knowingly releases or possesses confidential information concerning persons who have applied for or who have been granted any form of Medi-Cal benefits \*\*\*... for which State or Federal funds are made available in violation of this section is guilty of a misdemeanor.”

\*, \*\*, \*\*\* The State of California's Statute for Medicaid Confidentiality can be found at the following web address:  
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/Medicaidstatute.aspx>



**Please read the agreement and take due time to consider it prior to signing.**

I understand that County Departments, Contractors, Consultants, Interns, Volunteers, Locum Tenens, Non-Governmental Agencies (NGA), Fee-For-Service Hospitals (FFS1), Fee-For-Service Outpatient (FFS2) and Pharmacy users are prohibited from sharing their unique logon I.D. and password with anyone.

Further, I understand that data browsing is strictly prohibited and my access to information is restricted to the minimum necessary required to carry out my job responsibilities.

Further, I understand that obtaining, releasing, or using confidential client information from case records or computer records for purposes not specifically related to the administration of services and authorized by the W&I Code (Section 14100.2) is prohibited.

Further, I understand the violation of the confidentiality of records or of these policies which are made for protection of the confidentiality of such records, may cause:

1. A civil action under the provision of the W&I Code 5330 Sections:
  - a) Any person may bring an action against an individual who has willfully and knowingly released confidential information or records concerning him or her in violation of this chapter, or of Chapter 1 (commencing with Section 11860) of Part 3 of Division 10.5 of the Health and Safety Code, for the greater of the following amounts:
    1. Ten thousand Dollars (\$10,000).
    2. Three times the amount of actual damages, if any sustained by the plaintiff.
  - b) Any person may bring an action against an individual who has negligently released confidential information or records concerning him or her in violation of this chapter, or of Chapter 1 (commencing with Section 11860) of Part 3 of Division 10.5 of the Health and Safety Code, for both of the following:
    1. One thousand dollars (\$1,000) in order to recover under this paragraph; it shall not be a prerequisite that the plaintiff suffer or be threatened with actual damages.
    2. The amount of actual damages, if any, sustained by the plaintiff.
  - c) Any person may, in accordance with Chapter 3 (commencing with Section 525) of Title 7 of Part 2 of the Code of Civil Procedure, bring an action to enjoin the release of confidential information or records in violation of this chapter, and may in the same action seek damages as provided in this section.
  - d) In addition to the amounts specified in subdivisions (a) and (b), the plaintiff shall recover court costs and reasonable attorney's fees as determined by the court.
2. Disciplinary action including suspension or termination of employment.
3. Further, I understand that the County will not provide legal protection if violations of these policies or procedures occur.

**I hereby certify that I have read this form and I hereby certify that I have read this form and I have knowledge of the requirements of State and Federal confidentiality laws and will comply with all applicable provisions of same.**

**I, the undersigned, hereby agree not to divulge any information or records concerning any client except in accordance with W&I Code, Section 5328 et seq. and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). I acknowledge that the unauthorized release of confidential information as described in this document may result in disciplinary action up to and including termination of any office of employment. I further agree I have read as described in this document that a person may make me subject to a civil action under the provisions of the W&I Code for the unauthorized release of confidential information.**

User's Name: Antonette Navarro / \_\_\_\_\_ / 07/07/2020  
Print Signature Date

Provider Name: Tri-City Mental Health Authority / Provider #: 00066 / Phone #: (909) 623-6131

Address: 1717 N. Indian Hill Blvd., Suite B / Claremont / 91711 / 3  
City Zip Code Service Area

***The signed copy of this agreement must be maintained by Business Associate / Contractor***

**LIST OF OTHER GOVERNMENT CONTRACTS**

**OTHER GOVERNMENT CONTRACTS**

**Contracts with other County (other than DMH), State, Federal Agencies/Departments, and School Districts**  
**(Within the past three (3) years):**

<b>DEPARTMENT (IDENTIFY)</b>	<b>CONTRACT PERIOD</b>	<b>TYPE OF PROGRAM</b>	<b>NET CONTRACT AMOUNT</b>
Los Angeles County, Department of Health Services	06/13/2019 - 06/30/2022	Intensive Case Management Services – Permanent Supportive Housing	
Los Angeles County Development Authority	09/01/2019 - 08/31/2020	Continuum of Care TBRA Program	
State of California, Department of Health Care Services	07/01/2018 - 06/30/2021	Performance Contract	
Bonita Unified School District	11/-1/2019 - 06/30/2022	Mental Health Services to Qualified Students (through a Referral Process)	
Claremont Unified School District	10/01/208 - 06/30/2021	Mental Health Services to Qualified Students (through a Referral Process)	
Pomona Unified School District	07/01/2018 - 06/30/2021	Mental Health Services to Qualified Students (through a Referral Process)	
City of Pomona	12/01/2018 – 06/30/2022	Tri-City’s use of the City’s Hope for Home Year-Round Emergency Center	\$396,025 / annually





LOS ANGELES COUNTY  
**DEPARTMENT OF  
 MENTAL HEALTH**  
 hope. recovery. wellbeing.

**CHIEF INFORMATION OFFICE BUREAU**

**ELECTRONIC DATA TRANSMISSION  
 TRADING PARTNER AGREEMENT (TPA)**

This Trading Partner Agreement ('Agreement') is made and entered by and between the Legal Entity or Network Provider named Tri-City Mental Health Authority ("Trading Partner"), whose legal entity or Network Provider number is 00066 and the County of Los Angeles – Department of Mental Health ("DMH").

WHEREAS, DMH and Trading Partner exchange information and data electronically in connection with certain healthcare transactions; and

WHEREAS, DMH and Trading Partner will be readily equipped at their own expense with the Systems and trained personnel necessary to engage in the successful exchange of electronic information and data; and

WHEREAS, in the electronic transmission of information and data, the confidentiality and security of the data which is exchanged between the Parties is of the highest priority to both Parties; and

WHEREAS, it is anticipated by DMH that the Trading Partner may use, in the performance of this Agreement, various third parties as the Trading Partner's Agents in the electronic exchange of information;

NOW THEREFORE, in consideration for the mutual promises herein, the Parties agree as follows:

**1. TERM AND TERMINATION**

**1.1. Term of Agreement**

This Agreement will be effective on the day the Trading Partner Agreement is approved by the Department of Mental Health, and shall continue in full force until terminated by either party.

**1.2. Voluntary Termination**

Either Party may terminate this Agreement for its own convenience on thirty (30) days advance written notice to the other Party.

**1.3. Termination for Cause**

Either party may terminate this Agreement upon ten (10) working days advance written notice to the other Party upon the default by the other Party of any material obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within 30 days after receipt of written notice with reasonable specificity of such default (or such additional cure period as the non-defaulting Party may authorize). However, in the event of a breach by the

Trading Partner of the terms in Section 3.3 (Express Warranties Regarding Agents) or any Section of Exhibit T (INFORMATION SECURITY AND PRIVACY REQUIREMENTS), or in the event a change of ownership of the Trading Partner or its Agents as defined in Section 5.5 (Change in Ownership of Trading Partner or its Agents) takes place, DMH shall have the unilateral right to terminate this Agreement immediately without prior notice to the Trading Partner. However, in its right to exercise immediate termination, DMH shall provide the Trading Partner with written notice the day the termination occurs.

## **2. OBLIGATIONS OF THE PARTIES**

### **2.1. Mutual Obligations**

In addition to the obligations of the respective Parties which are set forth elsewhere in this Agreement, the mutual obligations of DMH, the Trading Partner and/or the Trading Partner's Agents collectively referred to as "the Parties" shall include, but not be limited to, the following:

#### **(a) Accuracy of EDI Transmission**

The Parties shall take reasonable care to ensure that Data and Data Transmissions are timely, complete, accurate and secure, and shall take reasonable precautions to prevent unauthorized access to the System of the other Party, the Data Transmission itself or the contents of an Envelope which is transmitted either to or from either Party pursuant to this Agreement.

#### **(b) Re-transmission of Indecipherable Transmissions**

Where there is evidence that a Data Transmission is Lost or Indecipherable Transmission, the sending Party shall make best efforts to trace and re-transmit the original Data Transmission in a manner which allows it to be processed by the receiving Party as soon as practicable.

#### **(c) Cost of Equipment**

Each Party shall, at its own expense, obtain and maintain its own System and shall update its System as recommended by the manufacturer/owner/licensor of said System. Furthermore, each Party shall pay its own costs for any and all charges related to Data Transmission under this Agreement and specifically including, without limitation, charges for System equipment, software and services, charges for maintaining an electronic mailbox, connect time, terminals, connections, telephones, modems, and any applicable minimum use charges. Each Party shall also be responsible for any and all expenses it incurs for translating, formatting, or sending and receiving communications over the electronic network to the electronic mailbox, if any, of the other Party.

#### **(d) Back-up Files**

Each Party shall maintain adequate back-up files and/or electronic tapes or other means sufficient to re-create a Data Transmission in the event that such re-creation becomes necessary for any purpose at any time. Such back-up files and/or tapes shall be subject to the terms of this Agreement to the same extent as the original Data Transmission.

#### **(e) Format of Transmissions**

Except as otherwise provided herein, each Party shall send and receive all Data Transmissions in the ANSI approved format, or such other format as DMH shall designate in writing to the Trading Partner.

#### **(f) Testing**

Each Party shall, prior to the initial Data Transmission and throughout the term of this Agreement, test and cooperate with the other Party in the testing of the Systems of both Parties as DMH considers reasonably necessary to ensure the accuracy, timeliness, completeness and confidentiality of each Data Transmission.

## 2.2. Trading Partner Obligations

In addition to the requirements of Section 3.1 and Exhibit U and this section (2.2), the Trading Partner shall also be specifically obligated as follows:

- (a) To refrain from copying, reverse engineering, disclosing, publishing, distributing or altering any Data, Data Transmissions or the contents of an Envelope, except as necessary to comply with the terms of this Agreement, or use the same for any purpose other than that for which the Trading Partner was specifically given access and authorization by DMH;
- (b) To refrain from obtaining by any means to any Data, Data Transmission, Envelope or DMH's System for any purpose other than that which the Trading Partner has received express authorization to receive access. Furthermore, in the event that the Trading Partner receives Data or Data Transmissions, which are clearly not intended for the receipt of the Trading Partner, the Trading Partner shall immediately notify DMH and make arrangements to return the Data or Data Transmission or re-transmit the Data or Data Transmission to DMH. After such re-transmission, the Trading Partner shall immediately delete the Data contained in such Data Transmission from its System.
- (c) To install necessary security precautions to ensure the security of the System or records relating to the System of both DMH and the Trading Partner when the System is not in active use by the Trading Partner.
- (d) To protect and maintain at all times the confidentiality of Secure Identification Cards issued by DMH to the Trading Partner or Agent.
- (e) To provide special protection for security and other purposes where appropriate, by means of authentication, encryption, the use of passwords or by other mutually agreed means, to those specific Data Transmissions which the Parties agree should be so protected shall use at least the same level of protection for any subsequent transmission of the original Data Transmission.
- (f) Prior to or upon execution of this Agreement, to provide DMH in writing with all of the information requested in the Trading Partner Information section of the Trading Partner Agreement (TPA) online application. While this Agreement is in effect, the Trading Partner shall notify DMH in writing within five (5) business days of any material changes in the information originally provided by the Trading Partner in the TPA online application.
- (e) To minimize Data Transmission loss, Trading Partners must notify DMH when System changes are planned by the Trading Partner at least thirty (30) days prior to the change taking place.

## 2.3. DMH Obligations

In addition to the obligations of DMH which are set forth herein, DMH shall also be specifically obligated as follows:

### (a) Availability of Data

DMH shall subject to the terms of this Agreement, make available to the Trading Partner by electronic means those types of Data and Data Transmissions to which the Trading Partner is entitled to receive by mutual agreement of the Parties or as provided by law.

### (b) Notices Regarding Formats

DMH shall provide Trading Partners a written listing of acceptable electronic data transmission formats (e.g., PDF, XLS, Doc). Should the need arise for DMH to make changes to these transmission formats, the trading Partner will receive no less than 14 days written notice.

### 3. AGENTS

#### 3.1. Responsibility for Agents

If the Trading Partner uses the services of an Agent in any capacity in order to receive, transmit, store or otherwise process Data or Data Transmissions or perform related activities, the Trading Partner shall be fully liable to DMH or for any acts, failures or omissions of the Agent in providing said services as though they were the Trading Partner's own acts, failures, or missions.

#### 3.2. Notices Regarding Agents

Prior to the commencement of the Agent's services in the performance of this Agreement, the Trading Partner shall designate, in the TPA online application, its specific Agents who are authorized to send and/or receive Data Transmissions in the performance of this Agreement on behalf of the Trading Partner. Except as provided otherwise in the Agreement, the Trading Partner shall notify DMH of any material changes in the information contained in the TPA online application, no less than 14 days prior to the effective date of such changes. The information within the TPA application, when fully executed shall be incorporated into this Agreement by reference and shall be effective on the date of its execution, unless specified otherwise. The Trading Partner's designation of its Agent for purposes of this Agreement is expressly subject to the approval of DMH, which approval shall not be unreasonably withheld.

#### 3.3. Express Warranties Regarding Agents

The Trading Partner expressly warrants that the Agent will make no changes in the Data content of any and all Data Transmissions or the contents of an Envelope, and further that such Agent will take all appropriate measures to maintain the timeliness, accuracy, confidentiality and completeness of each 'Data Transmission. Furthermore, the Trading Partner expressly warrants that its Agents will be specifically advised of, and will comply in all respects with, the terms of this Agreement.

#### 3.4. Indemnification Regarding Agents

The Trading Partner shall indemnify, defend and hold harmless DMH from any and all claims, actions, damages, liabilities, costs and expenses, specifically including, without limitation, reasonable attorney's fees and costs resulting from the acts or omissions of the Trading Partner, its Agents, employees, subcontractors in the performance of this Agreement; provided however, that DMH shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of the Trading Partner. DMH for its part shall provide the Trading Partner with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist the Trading Partner in establishing a defense to such action. These indemnities shall survive termination of this Agreement and DMH reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

## **4. RECORDS RETENTION AND AUDIT**

### **4.1 Records Retention**

The Trading Partner shall maintain, for a period of no less than seven (7) years from the date of its receipt complete, (except for children for whom records should be retained until 18 years of age) or until the audit is settled, accurate and unaltered copies of any and all Source Documents from all Data Transmissions.

### **4.2 Electronic Transmission and Audit Logs**

Both Parties shall establish and maintain Logs which shall record any and all Data Transmissions taking place between the Parties during the term of this Agreement. Each Party will take necessary and reasonable steps to ensure that all Logs constitutes a current, accurate, complete and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Log may be timely retrieved and presented in readable form.

## 5. MISCELLANEOUS

### 5.1 Amendments

This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto.

### 5.2 Dispute Resolution

With the exception of disputes which are the subject of immediate termination as set forth in this Agreement, the Parties hereby agree that, in the event of a dispute or alleged breach of the terms of this Agreement between the Parties, they will work together in good faith first, to resolve the matter internally and within a reasonable period of time by escalating it as reasonably necessary to higher levels of management of each of the respective Parties, and, then if necessary, to use a mutually agreed alternative dispute resolution technique prior to resorting to litigation, with the exception of disputes involving either fraud or breaches of the requirements of Exhibit T (INFORMATION SECURITY AND PRIVACY REQUIREMENTS), in which case either Party shall be free to seek available remedies in any appropriate forum at any time.

### 5.3 Mutual Compliance with Applicable Laws and Regulations

The Parties hereby mutually agree that they will, in the performance of the terms of this Agreement, comply in all respects with any and all applicable local, state and federal ordinances, statutes, regulations, or orders of courts of competent jurisdiction.

### 5.4 Force Majeure

Each Party shall be excused from performance for any period of time during this Agreement to the extent that it is prevented from performing any obligation of service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such Party. Such acts include without limitation, strikes, lockouts, riots, acts of war, fire, communication line failures, power failures, earthquakes, floods or natural disasters. Delays in performance due to the occurrence of such events shall automatically extend such dates for a period equal to the duration of such events. However, such automatic extension shall have no effect on the exercise of either Party's right of voluntary termination as set forth in Section 1.1 (Term of Agreement).

### 5.5 Change of Ownership of Trading Partner

The Trading Partner shall notify DMH no less than ten days in advance of any transfer of ownership interest in the Trading Partner's business or any transfer of ownership in the business of the Trading Partner's Agent. Furthermore, notwithstanding the providing of notice regarding changes in the ownership of the Trading Partner as required by this section, no such changes in ownership or other information provided by the Trading Partner will alter in any way the obligations of the Parties under the terms of this Agreement without prior written agreement of DMH.

### 5.6 Notices

Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to the Trading Partner or the Trading Partner's authorized representative.

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH

CHIEF INFORMATION OFFICE BUREAU

ELECTRONIC TRADING PARTNER AGREEMENT

By execution hereof by duly authorized representatives of both Parties, the Parties hereby acknowledge, agree to and shall be bound by all the terms, provisions and conditions of the Trading Partner Agreement.

Agreed To:

Tri-City Mental Health Authority

Trading Partner Name (Legal Entity / Network Provider)  
(Type or Print)

Antonette Navarro  
Authorized Personnel  
(Type or Print)

Authorized Signature

Executive Director  
Title  
(Type or Print)

07/07/2020  
Date

Agreed To:

COUNTY OF LOS ANGELES  
DEPARTMENT OF MENTAL HEALTH  
695 S. VERMONT AVE., LOS ANGELES CA 90005

***Please complete form, print, scan and attach to TPA request for processing.***



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

**DATE:** July 15, 2020

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

**FROM:** Toni Navarro, LMFT, Executive Director

**BY:** Diana Acosta, CPA, Chief Financial Officer  
Trevor Bogle, Controller

**SUBJECT:** Approval of Resolution No. 541 Adopting the Proposed Operating Budget and Cash Flow Budget for Fiscal Year 2020-21

---

Summary:

The proposed operating and cash flow budget presented herein provides projected revenues and expenses for fiscal year 2020-21. This document presents all of the proposed activity in a consolidated basis (TCMH Clinic activity and MHSA activity), and individually for the TCMH Clinic and Mental Health Services Act (MHSA) activities. A detailed budget is also presented for each of the respective programs within TCMH Clinic (i.e. Child/Family and Adult Outpatient Services), and each of the programs related to the five MHSA plans (CSS, PEI, INN, WET and CFTN).

The preparation of the budget involved communication with the executive team, department managers and supervisors as deemed necessary in order to gather information regarding their respective departments and programs specifically relating to their department personnel needs and operating cost needs. In addition, Tri-City gathered information from various sources, including the California Behavioral Health Directors Association (CBHDA), Los Angeles County and from the state Department of Health Care Services (DHCS), which assisted in the development of projected revenues and expenditures.

Background

**Revenues:**

As noted in the Consolidated and Consolidating operating budgets, the most significant revenues consist of Medi-Cal FFP, Realignment and MHSA revenues. Medi-Cal FFP revenues are projected through the analysis of units of service anticipated to be billed, consisting of projected direct service hours to be provided, divided by projected costs associated with providing these services. Realignment revenue is typically consistent from year to year with only slight increases experienced, however this is based on sales tax generated by the State and is subject to change from year to year and as such Tri-City has projected that the Realignment funding in fiscal 2020-21 will remain limited to the guaranteed minimum distribution from the State's Mental Health Sub-account (which is



**Governing Board of Tri-City Mental Health Authority**  
**Approval of Resolution No. 541 Adopting the Proposed Operating Budget and Cash Flow**  
**Budget for Fiscal Year 2020-21**  
**July 15, 2020**  
**Page 2**

approximately 15% less than what was received during fiscal year 2019-20. This reduction projected is a direct result of the economic impact being experienced by COVID-19. MHSA revenues recognized (reflected in the operating budget as revenues) do vary from year to year however the amount of revenue that is recognized is based on approved MHSA plans and the respective program costs projected to be funded in the upcoming fiscal year. Actual MHSA cash receipts expected to be collected during the fiscal are reflected within the Cash Flow Statement and are further discussed below under the caption Cash Flows.

Other revenues are projected not only based on prior results, but on assumptions made from information currently available.

**Expenses:**

Expenses are primarily projected through analysis of current expense data, and known events or transactions either in the prior year or in the upcoming year. Expenses specifically relating to MHSA programs are projected with the use of the MHSA Plan Updates as approved through the stakeholder process, in order to ensure proper planning of costs and to meet program goals and objectives. Careful consideration is made in planning and projecting costs to ensure all program goals are met and the staffing requirements are properly planned for. The significant changes from the prior year budget to the current year budget are as follows:

- Salary Costs: Total salary and benefits related costs in the FY 2020-21 Budget are projected to be approximately \$3.6 million higher than the projected actuals for FY 2019-20 which is partly due to unfilled vacancies and additional positions to be included in the FY 2020-21 Budget. However, when compared to the FY 2019-20 Budget, the increase is approximately \$2.2 million and is primarily due to additional positions approved during 2019-20 (approximately 20 FTE's).
- Facility Costs: Overall facilities costs are projected to be approximately \$28 thousand higher in the FY 2020-21 Budget than projected actuals. The primary reason for the increase is due to maintenance, repairs and upkeep for all of Tri-City buildings.
- Other Services and Supplies: The overall projected increase from projected actuals in FY 2019-20 and the FY 2020-21 Budget is approximately \$129 thousand which is primarily the result of increases to estimated professional liability insurance, ambulance costs and computer related systems costs. However, when comparing the prior year budget to the FY 2020-21 budget, the primary overall increases noted are due to security, ambulance, client related costs, and the most significant being computer systems and software costs due to telecommuting requirements also as a direct result of COVID-19.
- Specific Costs: The budget reflects an overall increase of \$821 thousand in this category when comparing the projected actuals for FY 2019-20 to the FY 2020-21 budget. The primary reason for the increase is due to client support costs specifically in adult FSP.

**Governing Board of Tri-City Mental Health Authority**  
**Approval of Resolution No. 541 Adopting the Proposed Operating Budget and Cash Flow Budget for Fiscal Year 2020-21**  
**July 15, 2020**  
**Page 3**

The budgeted amounts not only include costs associated with our partnership with the Pomona Shelter, but also includes increases in Flex Funds which are primarily used to pay for housing needs of our clients. As might be expected, the overall housing needs for clients have increased as a direct result of COVID-19 and as such we have projected increases in the FY 2020-21 budget.

**Cash Flows:**

As presented in the Consolidated and the Consolidating Cash Flow Budget, an overall decrease to cash in the approximate amount of \$4.2 million is projected in fiscal 2020-21, approximately \$132 thousand for TCMH Clinic and approximately \$4.1 million for MHSA. The projected decrease in cash for TCMH of a approximately \$132 thousand is the result of the expected operations during fiscal year 2020-21, however primarily as a result of the projected payment toward the bankruptcy liability. As previously disclosed approximately \$660 thousand remains of the bankruptcy debt. The resulting projections for fiscal 2020-21 include a projected payment of \$660 thousand in order to pay off the remaining bankruptcy debt. As noted within the budget document, the projection to pay off the bankruptcy liability is based on the timing of and actual cash receipts (Medi-Cal FFP and realignment) and maybe subject to change should the projected inflow of cash change significantly. MHSA funding is projected to be approximately \$1.1 million higher than fiscal 2019-20 as a result of delayed tax filings due to the COVID-19 pandemic being received in fiscal 2020-21. As noted above a projected decrease to cash in the approximate amount of \$4.1 million is expected. This decrease is primarily due to expected costs associated with CFTN projects of approximately \$1.2 million and CSS housing projects of approximately \$2.8 million. Also attributing to the cash flow projections in fiscal 2020-21 include increased costs for operations, mostly associated with the expected increase in costs for salaries and wages as a result of vacancies that are planned to be filled.

Fiscal Impact

As presented in the Consolidated and the Consolidating Cash Flow Budget, an overall decrease to cash in the approximate amount of \$1.1 million is projected in fiscal 2019-20. The resulting projections for fiscal 2019-20 includes a payment of \$1.0 million that was made to pay down the bankruptcy debt during fiscal year 2019-20.

Recommendation

Staff hereby recommends that the Governing Board approve Resolution No. 541 adopting the Proposed Operating Budget and Cash Flow Budget for Fiscal Year 2020-21.

Attachments:

*Attachment 8-A:* Resolution No. 541 - DRAFT

*Attachment 8-B:* Proposed Operating Budget and Cash Flow Budget for FY 2020-21

**RESOLUTION NO. 541**

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING ITS OPERATING BUDGET AND CASH FLOW BUDGET FOR FISCAL YEAR 2020-21**

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

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

A. Tri-City Mental Health Authority (“Authority or TCMHA”) desires to adopt the Authority’s operating and cash flow budget for Fiscal Year 2020-21.

**2. Action**

A. The Governing Board approves Fiscal Year 2020-21 Operating Budget and Cash Flow Budget as presented.

B. The Governing Board authorizes the Executive Director and/or Chief Financial Officer to prepare and submit any and all reports related thereto.

**3. Adoption**

PASSED AND ADOPTED at a regular meeting of the Governing Board held on July 15, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
ROBIN CARDER, CHAIR

APPROVED AS TO FORM:  
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:  
MICAELA P. OLMOS, RECORDING SECRETARY

By: \_\_\_\_\_

By: \_\_\_\_\_

**TRI-CITY MENTAL HEALTH AUTHORITY**

***PROPOSED***

**OPERATING BUDGET AND CASH FLOW BUDGET**

**FISCAL YEAR 2020-21**

**DRAFT**

**TRI-CITY MENTAL HEALTH AUTHORITY  
BUDGET FOR THE FISCAL YEAR 2020-21  
ASSUMPTIONS**

The following Operating and Cash Flow Budget reflects Tri-City Mental Health Authority's (Tri-City's) estimated revenues and expenditures for the fiscal year ending June 30, 2021. The budget is divided into two main sections 1) the Tri-City Mental Health Outpatient Clinic Budget and 2) the Mental Health Services Act (MHSA) Budget.

**ABOUT TRI-CITY**

Tri-City Mental Health Authority, also designated and known as 'Tri-City Mental Health Authority' ("Tri-City") was formed on June 21, 1960 and established through a Joint Powers Authority Agreement between the Cities of Pomona, Claremont and La Verne pursuant to the provisions of the Joint Exercise of Powers Act, Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California, Section 6500, et seq. relating to the joint exercise of powers common to public agencies, and the provisions of the Bronzan-McCorquodale Act/Short-Doyle Act, Part 2, Section 5600, et seq., of the Welfare and Institutions Code (WIC) of the State of California, to deliver mental health services to the residents of the three Cities. This action was taken out of a desire on the part of officials from the three Cities to provide the highest quality services for local residents. For almost sixty years, Tri-City has cared for and served local children, youth, adults and older adults.

Pursuant to the Joint Powers Authority Agreement, Tri-City is a quasipublic agency governed by a Governing Board ("Board) composed of seven members. The Governing Board has the powers common to public agencies as enumerated in the Joint Exercise of Powers Act, and the authority deemed necessary and required for the operation and maintenance of Tri-City to serve those individuals residing in the three Cities.

As the Mental Health Authority, Tri-City is limited to and responsible only for providing outpatient speciality mental health services to residents of the cities of LaVerne, Pomona, and Claremont. Tri-City is not a Mental Health Plan and therefore not bound by the MHP provisions of Title 9 CCR. Tri-City is one of two cities that are not considered to be MHPs that receive Realignment Revenues from the State of California and also receive directly Mental Health Services Act (MHSA) funds which are used in its MHSA program, which is separate and apart from the MHSA program of Los Angeles County. Because Tri-City has not been reflected in waivers between the State of California and the federal government, namely CMS, and to be consistent with 42 CFR 438.60, the State has required Tri-City to contract with Los Angeles County through a Legal Entity Agreement so that the State may pay State General Funds and Federal Financial Participation funds relating to Tri-City's Non-EPSTD (i.e. Adult and Expanded Medi-Cal) and EPSTD services to a MHP, in this case Los Angeles County, who then passes through those funds to Tri-City. This agreement provides Tri-City the mechanism to drawdown federal and state Medi-Cal funding as well as EPSTD funding.

Since Tri-City's formation as the Mental Health Authority, Tri-City is responsible for and has provided outpatient specialty mental health care services for the residents of Pomona, Claremont and LaVerne. These services are provided to all age groups including children (0-15), transition age youth (16-25), adults (26-59) and older adults (60+), and in most cases the consumers are eligible under the Medi-Cal programs or are indigent. As further described below and throughout this budget document, with the passage of Proposition 63, and through

Tri-City Mental Health Authority  
Budget For The Fiscal Year 2020-21  
Assumptions

the approval of Tri-City's MHSAs Plan, Tri-City receives MHSAs funds to provide an array of mental health services. Over the past ten plus years, Tri-City has continued to develop its operations into a system of care for the residents of the three cities. This includes the continuation of Tri-City's outpatient clinics and the implementation of programs approved through the Mental Health Service Act (MHSAs).

## **MHSAs**

In November 2004, California voters approved Ballot Proposition 63 and the Mental Health Services Act (MHSAs) became State law effective January 1, 2005. The MHSAs addresses a broad continuum of prevention, early intervention and service needs, as well as new innovative programs to treat mental illness. In addition MHSAs provides funding for necessary infrastructure, technology and training elements that will effectively support this system, with the purpose of promoting recovery for individuals with serious mental illness. The MHSAs is funded through the imposition of a 1% State income tax on personal income in excess of \$1 million.

As a result of the passage of Proposition 63, in addition to the outpatient clinical operations, Tri-City has operations established through the Mental Health Services Act (MHSAs). Tri-City Mental Health Authority's staff and community partners continue to grow the system of care for the residents of the three cities through the maturing of its MHSAs programs approved as part of its five Plans that include Community Services and Support (CSS), Prevention and Early Intervention (PEI), Workforce, Education and Training (WET), Innovation (INN) and Capital Facilities and Technology Needs (CFTN). Tri-City's integrated plan includes the establishment of group services available to the community at both the outpatient clinics and the Wellness Center. The Wellness Center's programs and groups continue to be a central focus. Tri-City continues to experience the integration of services between its Full Service Partnerships, Navigators and Community building programs. During the last several years, Tri-City has expanded its office space to accommodate additional FSP staff in existing buildings and to centrally locate most of the staff related to other MHSAs programs, including PEI, INN and WET. This includes rented office space and a building, which was purchased back in 2015-16 in order to house MHSAs staff. During 2015-16, Tri-City purchased a home in Claremont which is utilized to provide housing for Tri-City clients.

Initial MHSAs CSS programs were approved in June 2009 and continue to be fully operational. PEI programs approved in March 2010 and in fiscal 2011-12 also continue to be in full swing. The initial Innovations programs were approved in fiscal 2011-12 and completed in fiscal 2014-15, while two new Innovation programs began implementation in the second quarter of fiscal 2014-15. In November 2012, the Workforce, Education and Training (WET) Plan was approved and in May 2013 the Technology Needs projects (TEC) under CFTN were approved. CFTN and WET funds are considered one-time dollars and in order to continue programs or projects within these two plans, transfers must be made from the CSS plan and through a stakeholder process. As initial funding for these two plans have since been exhausted, in May 2016, during the 2016-17 MHSAs Plan Update a transfer in the amount of \$450 thousand from the CSS Plan to the WET Plan was approved in order to continue programs and projects funded by the WET Plan in addition to a transfer of \$500 thousand from the CSS Plan to the CFTN Plan. During a stakeholder meeting held in April of 2019, additional transfers were recommended to be made to the WET and CFTN plans in the amounts of \$600 thousand and \$700 thousand, respectively. These transfers were presented and approval by the Governing Board at the regularly scheduled board meeting in May of 2019 as an amendment to the 2018-19 MHSAs Plan Update.

Tri-City Mental Health Authority  
Budget For The Fiscal Year 2020-21  
Assumptions

As a result of the ongoing implementation of MHSA programs noted above, Tri-City continues to allocate the executive team's time spent on the MHSA functions to the MHSA budget, thereby appropriately sharing the administrative burden with the outpatient clinic's budget. The costs of the MHSA programs are separately funded from the State of California as required by Proposition 63 legislation. The MHSA funds received by Tri-City can only be used for programs established under Tri-City's approved CSS, PEI, INN, WET and CFTN plans or any future approved programs/projects under these MHSA plans.

Further information on these plans can be found in this budget document under the respective plan tabs/sections.

## **GENERAL**

On January 1, 2014, the Affordable Care Act became effective, including the expansion of Medicaid (Medi-Cal) services to single adults ages 19 to 64. Individuals now qualifying for expanded Medi-Cal in the Tri-City area are either current Tri-City clients receiving mental health services from Tri-City as unfunded clients or are now seeking services from Tri-City as a new client. Tri-City continues to be a major partner with its community and LA County Department of Mental Health (LA DMH) to ensure that all Tri-City residents that become eligible under expanded Medi-Cal (MCE) will be served. The cost of services provided by Tri-City for residents qualifying under MCE and through the Federal Financial Participation (FFP) were to be reimbursed at 100% for the first three years (calendar years 2014 through 2016), and beginning January 2017 the reimbursement rate was to be reduced to 95%, to 94% in January of 2018, to 93% in January of 2019 and then finally to 90% in January of 2020. In order to ensure proper reimbursement, Tri-City's most recent agreement with LA DMH includes language regarding MCE and Tri-City's authority to bill for such services through LA DMH.

Considering the current and well known negative economic impact lead by the COVID-19 crisis and based on information obtained from CBHDA, the State's 2020-21 budget is expected to affect not only the allocation of 1991 Realignment dollars provided to Tri-City but the allocation of MHSA funds as well. The California Behavioral Health Directors Association (CBHDA) is a non-profit advocacy association representing the behavioral health directors from each of California's 58 counties, as well as two cities (Berkeley and Tri-City). Preliminary projections provided by CBHDA indicate MHSA funding will likely not reach the previously expected levels for fiscal year 2019-20 as a result in delay in tax return filings. As announced earlier in the year, and a result of COVID-19, tax return filing deadlines have been extended from April 15, 2020 to July 15, 2020. As such while the end of fiscal year 2019-20 will experience a decline in MHSA receipts, a temporary projected increase in MHSA dollars of approximately 13% is expected in Fiscal Year 2020-21. Similarly, extensions and expected delays in sales tax payments and tax filings, 1991 Realignment is also expected to be impacted by an approximate 5% decrease in 2020-21. With respect to 1991 Realignment, CBHDA has advised county behavioral health agencies to expect the base however no growth for approximately three to five years. Over the last four years Tri-City has received a minimum of \$3.9 million in 1991 Realignment Funding. As such and in line with this information, Tri-City has projected that approximately \$3.7 million in 1991 Realignment will be received during fiscal year 2020-21.

Based on the information noted above with regard to MHSA funding, MHSA funding projected to be received in Fiscal 2020-21 is \$11.3 million which is included in the Cash Flow Budget, while the amount that is recognized as revenue in the Operating Budget (amounts to be expended for the CSS, PEI and INN Plans) is \$13.2 million. The amounts that have been transferred from

Tri-City Mental Health Authority  
Budget For The Fiscal Year 2020-21  
Assumptions

CSS to the WET and CFTN plans have previously been received and recognized as revenue and as such these amounts do not appear in the budget as new revenue nor in the cash flow statements. The amounts to be expended in fiscal year 2020-21 are in line with the MHSA Update recommended for approval by both the Stakeholders and Mental Health Commission, and then approved by the Governing Board in June 2020.

During fiscal 2016-17 a new program was approved in California's budget by Governor Brown which will reduce MHSA funding to all counties for several years, including Tri-City, by 7% for the purpose of funding a new program titled No place Like Home. The 7% reduction in funding was originally projected to take effect beginning with fiscal 2018-19, however most recently it has been projected to take effect beginning in fiscal year 2020-21 and as such this reduction has appropriately been reflected in this budget.

Clinical training and best practices standards remain to be a top priority to ensure that the best quality control policies and documentation requirements are met as well as ensuring that clinical outcome objectives are met. The quality assurance and improvement teams continue to work with both existing and new clinical staff to ensure proper training on the electronic health record systems, collaborative documentation, writing progress notes and billing requirements, especially during these unprecedented times. This training is an ongoing process for clinical staff and other affected staff to ensure that changes related to the electronic health records/billing system that are either mandated by the State or County or a result of improvement in Tri-City's systems are implemented. As expected, the corona virus crisis impacted how service is provided and as noted above, documentation of progress notes and training remain a top priority.

During fiscal 2019-20, Tri-City provided mental health services to approximately 2,553 unduplicated clients who were served under both MHSA Full Service Partnership programs and Tri-City's outpatient clinic programs. The outpatient clinic operations depend on the funding from Realignment and Medi-Cal reimbursement. Realignment, which is funded through dedicated State taxes (including sales taxes), is the only source of funds that can be used to provide outpatient Medi-Cal services provided in the outpatient clinics, which are then reimbursed through Medi-Cal claim submission. Realignment is also the only source of funds for non Medi-Cal/non MHSA program outpatient clinic services. As a direct result of COVID-19, sales tax has been impacted not only by the economic halt, but also the postponement of sales tax payments by retailers in California. As such, this budget has projected that realignment funding will be limited to a basic baseline projected by CBHDA. Medi-Cal FFP, which is considered a reimbursement of eligible costs incurred, provides funding for 50% of costs incurred, for services provided to eligible clients under Full Scope Medi-Cal (Short-Doyle/Medi-Cal) and between 93% and 90% for services provided to eligible clients under MCE.

As of May 1, 2016, undocumented children under age 19 became eligible for full-scope Medi-Cal health benefits regardless of their immigration status, which would include mental health services. In addition, the State provides Medi-Cal match dollars for Early Periodic Screening Diagnosis and Treatment services provided to Medi-Cal eligible clients under the age of 21. Therefore, it is important that Tri-City manages its level of services to produce the highest level of State and Federal reimbursement and ensure that unreimbursed costs do not exceed the Realignment base of funds.



## Operating Budget

The operating budget (income/loss statement) presented herein has been prepared to take into consideration expected revenues and expenses associated with Tri-City's total Agency operations. This includes the outpatient clinic operations, which provide services to Medi-Cal eligible residents under Tri-City's agreement with LA DMH, and outpatient services to non-funded residents. In addition, this budget includes all MHSA services under the approved CSS, PEI, INN, WET and CFTN Programs/Projects as well as anticipated MHSA planning and administrative costs.

The operating budget is organized to show the projected 2020-21 operating budget for the Agency as a whole and for each major component of Tri-City's operations as compared to fiscal 2019-20 **projected and unaudited** operating results.

1. **Consolidated and Consolidating Operating Budgets.** This section presents the combination of the Clinic and MHSA operations into **consolidated** and **consolidating** formats in order to see Tri-City's projected operating budget in totality.
  - The **consolidated** operating budget presents the combined total fiscal 2020-21 budget by quarters and the full year and compared to the prior fiscal year 2019-20 **projected and unaudited** results of operations.
  - The **consolidating** operating budget presents the total 2020-21 fiscal year budgeted for TCMH Clinic, and MHSA and compared to each component's prior fiscal year 2019-20 **projected and unaudited** results of operations.
2. **TCMH Clinic or TCMH.** Tri-City's existing clinical operations located at 2008 N. Garey Avenue and 1900 Royalty Street in Pomona consist of the following programs:
  - Children Outpatient Program
  - Adult Outpatient Program
  - Grant Programs (includes various one-time grants received by Tri-City)
  - Administration
3. **MHSA.** Operations under Tri-City's approved Mental Health Services Act Plans currently consist of the following programs:

### **Community Services and Support (CSS):**

- Full Service Partnerships (FSP) – Children, TAY, Adult and Older Adult
- Community Navigators
- Wellness Center
- Supplemental Crisis Services
- Field Capable Clinical Services For Older Adults
- Permanent Supportive Housing
- Administration for the CSS programs above

**Prevention and Early Intervention (PEI):**

- Community Capacity Building (Community Wellbeing, Stigma Reduction and Suicide Prevention, and Community Mental Health Training)
- Older Adult Wellbeing (Peer Mentor)
- Transition-Age Youth Wellbeing (Peer Mentor)
- Family Wellbeing
- NAMI Community Capacity Building Program (Ending the Silence)
- Housing Stability Program
- Therapeutic Community Gardening
- Early Psychosis
- Administration for the PEI programs above

**Innovation (INN):**

- Help @ Hand (Technology Suite)
- Administration for the INN programs above

**Workforce, Education and Training (WET):**

- Learning and Improvement
- Volunteers and Future Employees
- Administration for the WET programs above

**Capital Facilities and Technology Needs Projects (CFTN):** With regard to the CFTN Plan, as noted above, transfers of MHSA CSS Plan funds to the CFTN Plan were approved in May 2016 and in April of 2019 to fund future capital or technology projects as deemed necessary. As further detailed in the MHSA section of this budget document, two projects have been identified and approved as part of the 3-Year Plan approved by the Governing Board in June 2020. The two projects include improvements to office space as well as to the community garden. The remaining budget include only the remaining depreciation expense related to programs/projects that have now been completed)

- Electrical Upgrade & Office Space Remodel
- Capital Improvements to Therapeutic Community Garden
- Administrative Professional Building
- Administration for the CFTN Projects

**Cash Flow Budget**

The cash flow budget presented herein has been prepared to take into consideration expected funding and costs associated with Tri-City's operations including revenues passed through to Tri-City through its agreement with LA DMH for the provision of outpatient mental health services for Medi-Cal eligible Tri-City residents, and the MHSA CSS, PEI, INN, WET and CFTN

Tri-City Mental Health Authority  
Budget For The Fiscal Year 2020-21  
Assumptions

approved plans. It should be noted that the funding sources from MHSA can only be used for the approved MHSA programs/projects and planning costs.

The Realignment funding is only used for Tri-City's outpatient clinic and other costs relating to the provision of mental health care that does not fall under any MHSA programs. Medi-Cal funding reimburses costs incurred to provide Medi-Cal services to Medi-Cal eligible consumers. Therefore, this budget includes Medi-Cal reimbursement for the outpatient clinic operations as well as Medi-Cal services provided through the Full Service Partnership ("FSP") and although the Field Capable Services for Older Adults program has the potential to generate some Medi-Cal reimbursement revenue, only a minimal amount is currently projected to be collected in fiscal 2020-21.

The projected cash flow is susceptible to change and represents a broad overview of Tri-City's cash flow. The respective cash flows for Tri-City's clinical operations (TCMH) and MHSA programs are based on management's best estimates of when various events may take place, some of which may not always be within Tri-City's control, including the following:

1. Receipt of funds for Medi-Cal services billed through the LA DMH system.
2. Receipt of Medi-Cal reimbursements previously withheld by LA DMH.
3. Purchasing of capital items.
4. Funding of awards issued under the various MHSA PEI programs.
5. Timing of expenditures under the MHSA programs/projects.
6. Receipt of projected MHSA funding.
7. Payments toward the remaining bankruptcy debt.

The cash flow budget is organized to show the projected cash flow budget for the Agency as a whole and for each major component of Tri-City's operations as follows:

**Consolidated and Consolidating Cash Flow Budgets.** This section presents the combination of the Clinic and MHSA operations into consolidated<sup>ed</sup> and consolidat<sup>ing</sup> formats in order to see Tri-City's projected cash flow budget in totality.

- The consolidated<sup>ed</sup> cash flow budget presents the combined total budget by quarters and the full year and compared to the prior fiscal year 2019-20 **projected** cash flow.
- The consolidat<sup>ing</sup> cash flow budget presents the total fiscal year budgeted for TCMH Clinic, MHSA and Total and compared to the prior fiscal year 2019-20 **projected** cash flow.

**TRI-CITY MENTAL HEALTH CENTER**

*Proposed*

**CONSOLIDATED AND CONSOLIDATING OPERATIONS**

**OPERATING BUDGET AND CASH FLOW BUDGET**

**FISCAL YEAR 2020-21**

**DRAFT**

**TRI-CITY MENTAL HEALTH AUTHORITY-TOTAL AGENCY  
CONSOLIDATED OPERATING BUDGET  
FISCAL YEAR 2020-21**

	FY 2020-21 QUARTERS				BUDGET FY 2020-21	% to Rev	PROJECTED FY 2019-20  (Note)	% to Rev	\$\$ Variance
	1ST QRT	2ND QRT	3RD QRT	4TH QRT					
<b>REVENUE</b>									
MEDI-CAL ADULT FFP	\$ 1,464,777	\$ 1,464,777	\$ 1,464,777	\$ 1,464,777	\$ 5,859,109	20.8%	\$ 4,600,285	18.2%	\$ 1,258,824
MEDI-CAL CHILDREN FFP	727,165	727,165	727,165	727,165	2,908,659	10.3%	2,938,876	11.6%	(30,217)
MEDI-CAL CHILDREN EPSDT--STATE	663,867	663,867	663,867	663,867	2,655,466	9.4%	1,897,643	7.5%	757,823
REALIGNMENT	913,836	913,836	913,836	913,836	3,655,344	13.0%	3,816,484	15.1%	(161,140)
MEDICARE	1,100	1,100	1,100	1,100	4,400	0.0%	4,000	0.0%	400
PATIENT FEES/INSURANCE	625	625	625	625	2,500	0.0%	2,585	0.0%	(85)
MHSA FUNDING	3,311,542	3,311,542	3,311,542	3,311,542	13,246,166	47.1%	11,994,825	47.5%	1,251,341
CITY SHARE - LA VERNE	-	-	12,000	-	12,000	0.0%	12,000	0.0%	-
CITY SHARE - CLAREMONT	-	-	14,561	-	14,561	0.1%	14,561	0.1%	-
CITY SHARE - POMONA	-	-	43,675	-	43,675	0.2%	43,675	0.2%	-
GRANTS	73,191	73,191	73,191	73,191	292,763	1.0%	109,000	0.4%	183,763
INTEREST INCOME	100,500	100,500	100,500	100,500	402,000	1.4%	453,285	1.8%	(51,285)
RENTAL AND OTHER INCOME	36,688	36,688	36,688	36,688	146,750	0.5%	147,701	0.6%	(951)
ESTIMATED M/C DENIALS/DISALLOWANCE	(279,768)	(279,768)	(279,768)	(279,768)	(1,119,073)	-4.0%	(779,932)	-3.1%	(339,141)
<b>TOTAL REVENUES</b>	<b>7,013,521</b>	<b>7,013,521</b>	<b>7,083,757</b>	<b>7,013,521</b>	<b>28,124,320</b>	<b>100.0%</b>	<b>25,254,988</b>	<b>100.0%</b>	<b>2,869,332</b>
<b>EXPENSES</b>									
<b>SALARY COSTS</b>									
SALARY AND WAGES	4,007,717	4,007,717	4,007,717	4,007,717	16,030,868	57.0%	13,849,156	54.8%	2,181,712
INSURANCE-Health/workers comp/life	656,968	656,968	656,968	656,968	2,627,873	9.3%	1,720,716	6.8%	907,157
RETIREMENT COSTS	497,460	497,460	497,460	497,460	1,989,839	7.1%	1,651,414	6.5%	338,425
PAYROLL TAXES	96,267	96,267	96,267	96,267	385,066	1.4%	262,732	1.0%	122,334
MISC COSTS	93,157	93,157	93,157	93,157	372,629	1.3%	349,726	1.4%	22,903
	<b>5,351,569</b>	<b>5,351,569</b>	<b>5,351,569</b>	<b>5,351,569</b>	<b>21,406,275</b>	<b>76.1%</b>	<b>17,833,744</b>	<b>70.6%</b>	<b>3,572,531</b>
<b>FACILITY COSTS</b>									
STORAGE LEASES	7,789	7,789	7,789	7,789	31,155	0.1%	30,394	0.1%	761
MORTGAGE INTEREST (2008 Garey)	10,753	10,753	10,753	10,753	43,011	0.2%	41,962	0.2%	1,049
FACILITY RENT	139,006	139,006	139,006	139,006	556,024	2.0%	542,462	2.1%	13,562
UTILITIES	27,376	27,376	27,376	27,376	109,505	0.4%	106,834	0.4%	2,671
BUILDING REPAIRS AND MAINTENANCE	40,637	40,637	40,637	40,637	162,548	0.6%	158,582	0.6%	3,966
JANITORIAL SERVICES & SUPPLIES	54,980	54,980	54,980	54,980	219,918	0.8%	214,550	0.8%	5,368
WASTE DISPOSAL	3,799	3,799	3,799	3,799	15,196	0.1%	14,824	0.1%	372
	<b>284,339</b>	<b>284,339</b>	<b>284,339</b>	<b>284,339</b>	<b>1,137,357</b>	<b>4.0%</b>	<b>1,109,608</b>	<b>4.4%</b>	<b>27,749</b>
<b>EQUIPMENT COSTS</b>									
EQUIPMENT RENTAL/LEASE	31,771	31,771	31,771	31,771	127,085	0.5%	123,984	0.5%	3,101
EQUIP MAINT/REPAIRS	7,280	7,280	7,280	7,280	29,121	0.1%	28,406	0.1%	715
EQUIP/FURNITURE PURCHASES EXPENSED	22,182	22,182	22,182	22,182	88,728	0.3%	86,562	0.3%	2,166
AUTO EXPENSES	5,507	5,507	5,507	5,507	22,028	0.1%	21,490	0.1%	538
AUTO INSURANCE	10,166	10,166	10,166	10,166	40,665	0.1%	39,672	0.2%	993
CELLULAR/PAGER LEASES	30,249	30,249	30,249	30,249	120,997	0.4%	118,048	0.5%	2,949
	<b>107,156</b>	<b>107,156</b>	<b>107,156</b>	<b>107,156</b>	<b>428,624</b>	<b>1.5%</b>	<b>418,162</b>	<b>1.7%</b>	<b>10,462</b>

**TRI-CITY MENTAL HEALTH AUTHORITY-TOTAL AGENCY  
CONSOLIDATED OPERATING BUDGET  
FISCAL YEAR 2020-21**

	FY 2020-21 QUARTERS				BUDGET FY 2020-21	% to Rev	PROJECTED FY 2019-20	% to Rev	\$\$ Variance
	1ST QRT	2ND QRT	3RD QRT	4TH QRT					
OTHER SERVICES AND SUPPLIES									
CONFERENCES, SEMINARS & RELATED COSTS	9,935	9,935	9,935	9,935	39,738	0.1%	171,460	0.7%	(131,722)
MILEAGE REIMBURSEMENT	13,461	13,461	13,461	13,461	53,845	0.2%	52,956	0.2%	889
PERSONNEL ADS	30,778	30,778	30,778	30,778	123,113	0.4%	120,110	0.5%	3,003
PROFESSIONAL LIABILITY INSURANCE	45,046	45,046	45,046	45,046	180,185	0.6%	146,522	0.6%	33,663
SECURITY	126,235	126,235	126,235	126,235	504,939	1.8%	492,624	2.0%	12,315
DUES & SUBSCRIPTIONS	24,708	24,708	24,708	24,708	98,833	0.4%	96,422	0.4%	2,411
OTHER SUPPLIES	13,486	13,486	13,486	13,486	53,943	0.2%	52,630	0.2%	1,313
PRINTING	2,157	2,157	2,157	2,157	8,627	0.0%	8,412	0.0%	215
CLIENT EXPENSES	16,734	16,734	16,734	16,734	66,934	0.2%	36,032	0.1%	30,902
LAB COST	3,094	3,094	3,094	3,094	12,377	0.0%	12,076	0.0%	301
AMBULANCE COSTS	20,388	20,388	20,388	20,388	81,550	0.3%	79,560	0.3%	1,990
OFFICE SUPPLIES	10,294	10,294	10,294	10,294	41,177	0.1%	40,172	0.2%	1,005
POSTAGE	929	929	929	929	3,714	0.0%	3,624	0.0%	90
RECORD DESTRUCTION	1,620	1,620	1,620	1,620	6,478	0.0%	6,318	0.0%	160
TELEPHONE EXPENSES	56,186	56,186	56,186	56,186	224,744	0.8%	150,972	0.6%	73,772
COMPUTER SYSTEMS & SOFTWARE	92,865	92,865	92,865	92,865	371,458	1.3%	362,398	1.4%	9,060
DATA PROCESSING/LICENSES	28,650	28,650	28,650	28,650	114,599	0.4%	111,802	0.4%	2,797
IT RELATED EXPENSES-Consulting/Training	27,982	27,982	27,982	27,982	111,926	0.4%	26,360	0.1%	85,566
MISCELLANEOUS	13,216	13,216	13,216	13,216	52,862	0.2%	51,578	0.2%	1,284
	537,761	537,761	537,761	537,761	2,151,042	7.6%	2,022,028	8.0%	129,014
SPECIFIC COSTS									
PROGRAMS:									
CLIENT SUPPORT COSTS	292,185	292,185	292,185	292,185	1,168,738	4.2%	581,610	2.3%	587,128
UNIQUE MHSA PROGRAM RELATED COSTS	153	153	153	153	611	0.0%	596	0.0%	15
COMMUNITY GRANTS	20,000	20,000	20,000	20,000	80,000	0.3%	82,550	0.3%	(2,550)
WET--LEARNING & OUTREACH	38,600	38,600	38,600	38,600	154,400	0.5%	129,026	0.5%	25,374
PROFESSIONAL SERVICES	36,462	36,462	36,462	36,462	145,849	0.5%	107,742	0.4%	38,107
ADMINISTRATIVE:									
DIRECTORS & OFFICERS INSURANCE	15,221	15,221	15,221	15,221	60,884	0.2%	59,400	0.2%	1,484
PROFESSIONAL SERVICES	59,332	59,332	59,332	59,332	237,329	0.8%	56,792	0.2%	180,537
ATTORNEY FEES	39,167	39,167	39,167	39,167	156,668	0.6%	145,430	0.6%	11,238
BANK FEES	1,033	1,033	1,033	1,033	4,133	0.0%	4,030	0.0%	103
AUDIT FEES	10,705	10,705	10,705	10,705	42,819	0.2%	63,600	0.3%	(20,781)
	512,858	512,858	512,858	512,858	2,051,431	7.3%	1,230,776	4.9%	820,655
DEPRECIATION AND AMORT	112,716	112,716	112,716	112,716	450,862	1.6%	458,970	1.8%	(8,108)
<b>TOTAL COSTS</b>	<b>6,906,398</b>	<b>6,906,398</b>	<b>6,906,398</b>	<b>6,906,398</b>	<b>27,625,591</b>	<b>98.2%</b>	<b>23,073,288</b>	<b>91.4%</b>	<b>4,552,303</b>
<b>INCOME (LOSS) FROM OPERATIONS</b>	<b>\$ 107,123</b>	<b>\$ 107,123</b>	<b>\$ 177,359</b>	<b>\$ 107,123</b>	<b>\$ 498,729</b>	<b>1.8%</b>	<b>\$ 2,181,700</b>	<b>8.6%</b>	<b>\$ (1,682,971)</b>

NOTE: The fiscal year 2019-20 amounts are UNAUDITED and PRELIMINARY based on six months results through December 31, 2019.  
Such amounts are subject to further review and audit and are presented herein for comparison purposes only.

**TRI-CITY MENTAL HEALTH AUTHORITY  
CONSOLIDATING OPERATING BUDGET  
FISCAL YEAR 2020-21**

	FY 2020-21 BUDGET			FY 2019-20 PROJECTED (Note)			INCREASE (DECREASE) 2021 BUDGET vs 2020 PROJECTED		
	TCMH CLINIC	MHSA	TOTAL	TCMH CLINIC	MHSA	TOTAL	TCMH CLINIC	MHSA	TOTAL
<b>REVENUE</b>									
MEDI-CAL ADULT FFP	\$ 2,767,741	\$ 3,091,368	\$ 5,859,109	\$ 2,786,615	\$ 1,813,670	\$ 4,600,285	\$ (18,874)	\$ 1,277,698	\$ 1,258,824
MEDI-CAL CHILDREN FFP	1,465,171	1,443,488	2,908,659	1,245,781	1,693,095	2,938,876	219,390	(249,607)	(30,217)
MEDI-CAL CHILDREN EPSDT--STATE	1,599,171	1,056,295	2,655,466	1,091,225	806,418	1,897,643	507,946	249,877	757,823
REALIGNMENT	3,655,344	-	3,655,344	3,816,484	-	3,816,484	(161,140)	-	(161,140)
MEDICARE	3,000	1,400	4,400	2,600	1,400	4,000	400	-	400
PATIENT FEES/INSURANCE	2,500	-	2,500	2,585	-	2,585	(85)	-	(85)
MHSA FUNDING	-	13,246,166	13,246,166	-	11,994,825	11,994,825	-	1,251,341	1,251,341
CITY SHARE - LA VERNE	12,000	-	12,000	12,000	-	12,000	-	-	-
CITY SHARE - CLAREMONT	14,561	-	14,561	14,561	-	14,561	-	-	-
CITY SHARE - POMONA	43,675	-	43,675	43,675	-	43,675	-	-	-
GRANTS	292,763	-	292,763	109,000	-	109,000	183,763	-	183,763
INTEREST INCOME	70,000	332,000	402,000	90,000	363,285	453,285	(20,000)	(31,285)	(51,285)
RENTAL AND OTHER INCOME	36,300	110,450	146,750	37,262	110,439	147,701	(962)	11	(951)
ESTIMATED M/C DENIALS/DISALLOWANCE	(565,458)	(553,615)	(1,119,073)	(421,938)	(357,994)	(779,932)	(143,520)	(195,621)	(339,141)
<b>TOTAL REVENUES</b>	<b>9,396,768</b>	<b>18,727,552</b>	<b>28,124,320</b>	<b>8,829,850</b>	<b>16,425,138</b>	<b>25,254,988</b>	<b>566,918</b>	<b>2,302,414</b>	<b>2,869,332</b>
<b>EXPENSES</b>									
<b>SALARY COSTS</b>									
FTE's	85.0	137.0	222.0	77.7	121.3	199.0	7.3	15.7	23.0
SALARY AND WAGES	6,236,425	9,794,443	16,030,868	5,314,440	8,534,716	13,849,156	921,985	1,259,727	2,181,712
INSURANCE-Health/workers comp/life	1,020,615	1,607,258	2,627,873	616,714	1,104,002	1,720,716	403,901	503,256	907,157
RETIREMENT COSTS	789,726	1,200,113	1,989,839	606,480	1,044,934	1,651,414	183,246	155,179	338,425
PAYROLL TAXES	150,607	234,459	385,066	99,776	162,956	262,732	50,831	71,503	122,334
MISC COSTS	145,690	226,939	372,629	197,350	152,376	349,726	(51,660)	74,563	22,903
	8,343,063	13,063,212	21,406,275	6,834,760	10,998,984	17,833,744	1,508,303	2,064,228	3,572,531
<b>FACILITY COSTS</b>									
STORAGE LEASES	13,305	17,850	31,155	12,980	17,414	30,394	325	436	761
MORTGAGE INTEREST (2008 Garey)	43,011	-	43,011	41,962	-	41,962	1,049	-	1,049
FACILITY RENT	243,602	312,422	556,024	237,660	304,802	542,462	5,942	7,620	13,562
INTERCOMPANY FACILITY CHARGES	(127,224)	127,224	-	(124,120)	124,120	-	(3,104)	3,104	-
UTILITIES	23,442	86,063	109,505	22,870	83,964	106,834	572	2,099	2,671
BUILDING REPAIRS AND MAINTENANCE	67,753	94,795	162,548	66,100	92,482	158,582	1,653	2,313	3,966
JANITORIAL SERVICES & SUPPLIES	72,419	147,499	219,918	70,652	143,898	214,550	1,767	3,601	5,368
WASTE DISPOSAL	2,849	12,347	15,196	2,778	12,046	14,824	71	301	372
	339,157	798,200	1,137,357	330,882	778,726	1,109,608	8,275	19,474	27,749
<b>EQUIPMENT COSTS</b>									
EQUIPMENT RENTAL/LEASE	43,965	83,120	127,085	42,892	81,092	123,984	1,073	2,028	3,101
EQUIP MAINT/REPAIRS	10,179	18,942	29,121	9,930	18,476	28,406	249	466	715
EQUIP/FURNITURE PURCHASES EXPENSED	44,743	43,985	88,728	43,652	42,910	86,562	1,091	1,075	2,166
AUTO EXPENSES	6,066	15,962	22,028	5,918	15,572	21,490	148	390	538
AUTO INSURANCE	4,728	35,937	40,665	4,612	35,060	39,672	116	877	993
CELLULAR/PAGER LEASES	40,172	80,825	120,997	39,192	78,856	118,048	980	1,969	2,949
	149,853	278,771	428,624	146,196	271,966	418,162	3,657	6,805	10,462

**TRI-CITY MENTAL HEALTH AUTHORITY  
CONSOLIDATING OPERATING BUDGET  
FISCAL YEAR 2020-21**

	FY 2020-21 BUDGET			FY 2019-20 PROJECTED (Note)			INCREASE (DECREASE) 2021 BUDGET vs 2020 PROJECTED		
	TCMH CLINIC	MHSA	TOTAL	TCMH CLINIC	MHSA	TOTAL	TCMH CLINIC	MHSA	TOTAL
<b>OTHER SERVICES AND SUPPLIES</b>									
CONFERENCES, SEMINARS & RELATED COSTS	14,135	25,603	39,738	62,040	109,420	171,460	(47,905)	(83,817)	(131,722)
MILEAGE REIMBURSEMENT	8,795	45,050	53,845	9,004	43,952	52,956	(209)	1,098	889
PERSONNEL ADS	62,696	60,417	123,113	61,166	58,944	120,110	1,530	1,473	3,003
PROFESSIONAL LIABILITY INSURANCE	62,244	117,941	180,185	50,970	95,552	146,522	11,274	22,389	33,663
SECURITY	150,785	354,154	504,939	147,108	345,516	492,624	3,677	8,638	12,315
DUES & SUBSCRIPTIONS	26,524	72,309	98,833	25,878	70,544	96,422	646	1,765	2,411
OTHER SUPPLIES	22,764	31,179	53,943	22,210	30,420	52,630	554	759	1,313
PRINTING	5,211	3,416	8,627	5,080	3,332	8,412	131	84	215
CLIENT EXPENSES	17,073	49,861	66,934	16,656	19,376	36,032	417	30,485	30,902
LAB COST	11,945	432	12,377	11,654	422	12,076	291	10	301
AMBULANCE COSTS	12,331	69,219	81,550	12,030	67,530	79,560	301	1,689	1,990
OFFICE SUPPLIES	19,294	21,883	41,177	18,822	21,350	40,172	472	533	1,005
POSTAGE	1,866	1,848	3,714	1,822	1,802	3,624	44	46	90
RECORD DESTRUCTION	3,239	3,239	6,478	3,158	3,160	6,318	81	79	160
TELEPHONE EXPENSES	82,603	142,141	224,744	60,102	90,870	150,972	22,501	51,271	73,772
COMPUTER SYSTEMS & SOFTWARE	133,194	238,264	371,458	129,944	232,454	362,398	3,250	5,810	9,060
DATA PROCESSING/LICENSES	51,736	62,863	114,599	50,474	61,328	111,802	1,262	1,535	2,797
IT RELATED EXPENSES-Consulting/Training	8,926	103,000	111,926	8,708	17,652	26,360	218	85,348	85,566
MISCELLANEOUS	14,482	38,380	52,862	14,132	37,446	51,578	350	934	1,284
	709,843	1,441,199	2,151,042	710,958	1,311,070	2,022,028	(1,115)	130,129	129,014
<b>SPECIFIC COSTS</b>									
PROGRAMS:									
CLIENT SUPPORT COSTS	78,738	1,090,000	1,168,738	76,818	504,792	581,610	1,920	585,208	587,128
UNIQUE MHSA PROGRAM RELATED COSTS	-	611	611	-	596	596	-	15	15
COMMUNITY GRANTS	-	80,000	80,000	-	82,550	82,550	-	(2,550)	(2,550)
GRANTS	-	-	-	-	-	-	-	-	-
WET--LEARNING & OUTREACH	-	154,400	154,400	-	129,026	129,026	-	25,374	25,374
PROFESSIONAL SERVICES	-	145,849	145,849	-	107,742	107,742	-	38,107	38,107
ADMINISTRATIVE:									
DIRECTORS & OFFICERS INSURANCE	21,817	39,067	60,884	21,286	38,114	59,400	531	953	1,484
PROFESSIONAL SERVICES	93,788	143,541	237,329	40,768	16,024	56,792	53,020	127,517	180,537
ATTORNEY FEES	83,818	72,850	156,668	81,774	63,656	145,430	2,044	9,194	11,238
BANK FEES	2,725	1,408	4,133	2,658	1,372	4,030	67	36	103
AUDIT FEES	21,513	21,306	42,819	20,988	42,612	63,600	525	(21,306)	(20,781)
	302,399	1,749,032	2,051,431	244,292	986,484	1,230,776	58,107	762,548	820,655
<b>DEPRECIATION AND AMORT</b>	91,605	359,257	450,862	89,374	369,596	458,970	2,231	(10,339)	(8,108)
<b>TOTAL COSTS</b>	<b>9,935,920</b>	<b>17,689,671</b>	<b>27,625,591</b>	<b>8,356,462</b>	<b>14,716,826</b>	<b>23,073,288</b>	<b>1,579,458</b>	<b>2,972,845</b>	<b>4,552,303</b>
<b>INCOME (LOSS) FROM OPERATIONS</b>	<b>\$ (539,152)</b>	<b>\$ 1,037,881</b>	<b>\$ 498,729</b>	<b>\$ 473,388</b>	<b>\$ 1,708,312</b>	<b>\$ 2,181,700</b>	<b>\$ (1,012,540)</b>	<b>\$ (670,431)</b>	<b>\$ (1,682,971)</b>

NOTE: The fiscal year 2019-20 amounts are UNAUDITED and PRELIMINARY based on six months results through December 31, 2019. Such amounts are subject to further review and audit and are presented herein for comparison purposes only.



**TRI-CITY MENTAL HEALTH AUTHORITY--TOTAL AGENCY  
CONSOLIDATED CASH FLOW BUDGET  
FISCAL YEAR 2020-21**

	FY 2020-21 QUARTERS				BUDGET FY 2020-21	PROJECTED FY 2019-20
	1ST QRT	2ND QRT	3RD QRT	4TH QRT		
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>						
CASH RECEIVED FROM AND ON BEHALF OF PATIENTS	\$ 6,032,691	\$ 2,131,098	\$ 2,131,098	\$ 2,131,098	\$ 12,425,985	\$ 8,818,119
CASH PAYMENTS TO SUPPLIERS AND CONTRACTORS	(1,442,114)	(1,442,114)	(1,442,114)	(1,442,114)	(5,768,454)	(6,236,117)
PAYMENTS TO OR ON BEHALF OF EMPLOYEES	(5,351,569)	(5,351,569)	(5,351,569)	(5,351,569)	(21,406,275)	(17,523,343)
NET CASH USED BY OPERATING ACTIVITIES	(760,991)	(4,662,584)	(4,662,584)	(4,662,584)	(14,748,744)	(14,941,341)
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>						
MHSA FUNDING	2,828,791	2,263,033	3,394,549	2,828,791	11,315,163	10,180,313
REALIGNMENT	913,836	913,836	913,836	913,836	3,655,344	4,380,912
GRANTS	-	-	-	-	-	-
CONTRIBUTIONS FROM MEMBER CITIES	-	-	70,236	-	70,236	70,236
NET CASH PROVIDED BY NONCAPITAL FINANCING ACTIVITIES	3,742,627	3,176,869	4,378,621	3,742,627	15,040,743	14,631,461
<b>CASH FLOW FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>						
PURCHASE OF CAPITAL ASSETS:						
BUILDING AND IMPROVEMENTS	(548,787)	(411,590)	(274,394)	(137,197)	(1,371,968)	-
LAND	-	-	-	-	-	-
OFFICE FURNITURE, EQUIPMENT & VEHICLES	(9,000)	(13,000)	(9,000)	(9,000)	(40,000)	(414,054)
IT EQUIPMENT, HARDWARE AND SOFTWARE LICENSES	(45,000)	(45,000)	(15,000)	(15,000)	(120,000)	(8,800)
PROCEEDS FROM HUD HOME LOAN-PARK AVE IMPROVEMENTS	-	-	-	-	-	-
PRINCIPAL PAYMENTS ON CAPITAL DEBT	(7,267)	(7,267)	(7,267)	(7,267)	(29,066)	(29,006)
OTHER - CSS HOUSING PROJECTS	-	-	(2,800,000)	-	(2,800,000)	-
INTEREST PAID ON CAPITAL DEBT	(10,753)	(10,753)	(10,753)	(10,753)	(43,011)	(42,920)
NET CASH USED BY CAPITAL AND RELATED FINANCING ACTIVITIES	(620,806)	(487,610)	(3,116,413)	(179,216)	(4,404,045)	(494,780)
<b>CASH FLOW FROM INVESTING ACTIVITIES</b>						
INTEREST RECEIVED	100,500	100,500	100,500	100,500	402,000	631,534
OTHER INCOME RECEIVED	36,688	36,688	36,688	36,688	146,750	122,425
NET CASH PROVIDED BY INVESTING ACTIVITIES	137,188	137,188	137,188	137,188	548,750	753,959
<b>CASH FLOWS FROM REORGANIZATIONAL ITEMS</b>						
PRE-BANKRUPTCY FUNDS FROM CAL DMH IN ERROR-REPAID	-	-	-	-	-	-
DISTRIBUTION TO BANKRUPTCY UNSECURED CREDITORS	-	(200,000)	(200,000)	(260,000)	(660,000)	(1,030,000)
	-	(200,000)	(200,000)	(260,000)	(660,000)	(1,030,000)
<b>NET CHANGE IN CASH</b>	<b>2,498,017</b>	<b>(2,036,138)</b>	<b>(3,463,189)</b>	<b>(1,221,986)</b>	<b>(4,223,296)</b>	<b>(1,080,701)</b>
CASH BEGINNING BALANCE (Projected)	30,851,872	33,349,889	31,313,751	27,850,562	30,851,872	31,932,573
<b>CASH ENDING BALANCE</b>	<b>\$ 33,349,889</b>	<b>\$ 31,313,751</b>	<b>\$ 27,850,562</b>	<b>\$ 26,628,576</b>	<b>\$ 26,628,576</b>	<b>\$ 30,851,872</b>
<b>CASH RECAP:</b>						
FUNDS AVAILABLE FOR TCMH-CLINICAL OPERATIONS	\$ 8,153,739	\$ 7,491,649	\$ 6,929,645	\$ 6,267,254	\$ 6,267,254	\$ 6,399,548
FUNDS AVAILABLE FOR MHSA OPERATIONS	25,196,150	23,822,102	20,920,917	20,361,322	20,361,322	24,452,325
	<b>\$ 33,349,889</b>	<b>\$ 31,313,751</b>	<b>\$ 27,850,562</b>	<b>\$ 26,628,576</b>	<b>\$ 26,628,576</b>	<b>\$ 30,851,872</b>

**NOTE: The fiscal year 2019-20 amounts are UNAUDITED and PRELIMINARY based on six months results through December 31, 2019. Such amounts are subject to further review and audit and are presented herein for comparison purposes only.**

**TRI-CITY MENTAL HEALTH AUTHORITY  
CONSOLIDATING CASH FLOW BUDGET  
FISCAL YEAR 2020-21**

	FY 2020-21 BUDGET			PROJECTED FY 2019-20 (Note)		
	TCMH CLINIC	MHSA	TOTAL	TCMH CLINIC	MHSA	TOTAL
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>						
CASH RECEIVED FROM AND ON BEHALF OF PATIENTS	\$ 6,713,495	\$ 5,712,490	\$ 12,425,985	\$ 4,646,116	\$ 4,172,003	\$ 8,818,119
CASH PAYMENTS TO SUPPLIERS AND CONTRACTORS	(1,501,252)	(4,267,202)	(5,768,454)	(1,441,510)	(4,794,607)	(6,236,117)
PAYMENTS TO OR ON BEHALF OF EMPLOYEES	(8,343,063)	(13,063,212)	(21,406,275)	(7,068,407)	(10,454,936)	(17,523,343)
NET CASH USED BY OPERATING ACTIVITIES	(3,130,820)	(11,617,924)	(14,748,744)	(3,863,801)	(11,077,540)	(14,941,341)
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>						
MHSA FUNDING	-	11,315,163	11,315,163	-	10,180,313	10,180,313
REALIGNMENT	3,655,344	-	3,655,344	4,380,912	-	4,380,912
GRANTS	-	-	-	-	-	-
CONTRIBUTIONS FROM MEMBER CITIES	70,236	-	70,236	70,236	-	70,236
NET CASH PROVIDED BY NONCAPITAL FINANCING ACTIVITIES	3,725,580	11,315,163	15,040,743	4,451,148	10,180,313	14,631,461
<b>CASH FLOW FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>						
PURCHASE OF CAPITAL ASSETS:						
BUILDING AND IMPROVEMENTS	(148,500)	(1,223,468)	(1,371,968)	-	-	-
LAND	-	-	-	-	-	-
OFFICE FURNITURE, EQUIPMENT & VEHICLES	(20,000)	(20,000)	(40,000)	(164,152)	(249,902)	(414,054)
IT EQUIPMENT, HARDWARE AND SOFTWARE LICENSES	(60,000)	(60,000)	(120,000)	(2,640)	(6,160)	(8,800)
PRINCIPAL PAYMENTS ON CAPITAL DEBT	(29,066)	-	(29,066)	(29,006)	-	(29,006)
OTHER - CSS HOUSING PROJECTS	-	(2,800,000)	(2,800,000)	-	-	-
INTEREST PAID ON CAPITAL DEBT	(43,011)	-	(43,011)	(42,920)	-	(42,920)
RECEIPT/PAYMENT OF INTERCOMPANY ADVANCES BETWEEN OPERATING	127,224	(127,224)	-	(540,536)	540,536	-
NET CASH USED BY CAPITAL AND RELATED FINANCING ACTIVITIES	(173,353)	(4,230,692)	(4,404,045)	(779,254)	284,474	(494,780)
<b>CASH FLOW FROM INVESTING ACTIVITIES</b>						
INTEREST RECEIVED	70,000	332,000	402,000	103,493	528,041	631,534
OTHER INCOME RECEIVED	36,300	110,450	146,750	34,596	87,829	122,425
NET CASH PROVIDED BY INVESTING ACTIVITIES	106,300	442,450	548,750	138,089	615,870	753,959
<b>CASH FLOWS FROM REORGANIZATIONAL ITEMS</b>						
PRE-BANKRUPTCY FUNDS FROM CAL DMH IN ERROR-REPAID	-	-	-	-	-	-
DISTRIBUTION TO BANKRUPTCY UNSECURED CREDITORS	(660,000)	-	(660,000)	(1,030,000)	-	(1,030,000)
	(660,000)	-	(660,000)	(1,030,000)	-	(1,030,000)
<b>NET CHANGE IN CASH</b>	<b>(132,293)</b>	<b>(4,091,003)</b>	<b>(4,223,296)</b>	<b>(1,083,818)</b>	<b>3,117</b>	<b>(1,080,701)</b>
CASH BEGINNING BALANCE (Projected)	6,399,548	24,452,325	30,851,872	7,483,365	24,449,208	31,932,573
<b>CASH ENDING BALANCE</b>	<b>\$ 6,267,254</b>	<b>\$ 20,361,322</b>	<b>\$ 26,628,576</b>	<b>\$ 6,399,548</b>	<b>\$ 24,452,325</b>	<b>\$ 30,851,872</b>

**NOTE: The fiscal year 2019-20 amounts are UNAUDITED and PRELIMINARY based on six months results through December 31, 2019. Such amounts are subject to further review and audit and are presented herein for comparison purposes only.**

**TRI-CITY MENTAL HEALTH AUTHORITY  
TCMH - HISTORICAL OUTPATIENT CLINICAL OPERATIONS**

***PROPOSED***

**OPERATING BUDGET AND CASH FLOW BUDGET**

**FISCAL YEAR 2020-21**

**DRAFT**

# **TCMH – HISTORICAL OUTPATIENT CLINICAL OPERATIONS**

## **BUDGETED OPERATING INCOME**

### **GENERAL INFORMATION**

The Outpatient Clinical (TCMH) budget includes the projected funding and operating costs of the Adult Outpatient Clinic Program, the Adult Outpatient Clinic Program, the associated Administration of these programs and the various Grant programs currently being administered by Tri-City.

Revenues for these programs, as previously noted, include 1991 Realignment, Medi-Cal cost reimbursement from FFP and State EPSDT Medi-Cal as well as a few State and Local grants. These revenues were projected based on Tri-City's past experience, expected increases to service requests and projected state revenue information obtained from the California Behavioral Health Director Association.

Total budgeted costs for the above noted Outpatient programs of \$9.9 million include salaries and benefits of approximately \$8.3 million and approximately \$1.6 million in other operating costs including cost for facilities, equipment, and other services and supplies. This budget assumes various vacancies will be fully occupied throughout the fiscal year. For fiscal 2020-21, the salaries and benefits associated with Tri-City's Executive team, Senior Management team, and administrative staff who serve the entire Agency, are anticipated to spend approximately 33% of their time on TCMH programs. This budget includes a total of 32.0 FTEs of allocated time for these staff which have been allocated to reflect the staffing proportions of the Agency.

The program descriptions for each of the programs included in the Outpatient Clinic Budget are discussed below:

- Children and Family Outpatient Program
- Adult Outpatient Program
- Grant Programs
- Administration

### **CHILDREN AND FAMILY OUTPATIENT PROGRAM**

Since 1960, Tri-City Mental Health has been providing outpatient specialty mental services for the residents of Pomona, Laverne and Claremont. These services are provided to children and youth ages 0 to 21 at the children's outpatient clinic located in Pomona (the Royalty Building). Funding for this program includes 1991 Realignment, and Federal and State Medi-Cal funding. Medi-Cal funds are made up of Federal Financial Participation (FFP) and the State's match, Early and Periodic Screening, Diagnostic and Treatment (EPSDT). 1991 Realignment is derived from State Vehicle License Fees and Sales Tax collected at the State level.

## **ADULT OUTPATIENT PROGRAM**

Since 1960, Tri-City Mental Health has been providing outpatient specialty mental services for the residents of Pomona, Laverne and Claremont. These services are provided to adults age 18 and over at the adult outpatient clinic also located in Pomona (the Garey Building). Funding for this program includes 1991 Realignment and Medi-Cal funding, Federal Financial Participation (FFP). 1991 Realignment is derived from State Vehicle License Fees and Sales Tax collected at the State level.

## **GRANT PROGRAMS**

On occasion, Tri-City is the recipient of grants for specific programs or purposes and typically include one-time funding or limited and short-term in nature. Within the Grants Programs caption, the following programs have been budgeted and described as follows:

Measure H – The Los Angeles County initiative to end homelessness, began collecting a countywide sales tax in July 2017. This tax will be collected over ten years and is being used to fund services and strategies to address homelessness throughout Los Angeles County. A portion of Measure H funds were made available for every city in the County of Los Angeles to develop a city specific plan to homelessness in their area. All three of the cities in Tri-City's jurisdiction applied for these monies and are collaborating with Tri-City to provide these services. Tri-City has entered into a Contract with the City of Pomona to provide various services (that are being reimbursed through this contract) to address homelessness including the hiring of four Navigators. The projected revenues and expenditures for this program are included in the "Grants" column of the Tri-City operating budget and include the reimbursement of costs associated with approximately 4 Full-Time Navigators dedicated to this program and other allowable costs per the contract.

Homeless Mentally Ill Outreach and Treatment (HMIOT)-In September of 2018 the Governing Board authorized Tri-City complete the required documentation to participate in the Homeless Mentally Ill Outreach and Treatment (HMIOT) funding allocation opportunity available as a result of Senate Bill 840 in the amount of \$100,000. These funds have been utilized to expand Tri-City's Outreach and Engagement Team (IOET) with staff who will serve to assist IOET to address the outreach and engagement of persons who are homeless in the Tri-City region. The \$100,00 was received during fiscal year 2018-19 and through fiscal year ending 2019-20 approximately \$85 thousand of these funds have been expended. The activity associated with this program is included in the "Grants" column of the Tri-City operating budget and includes a year of operating costs associated with the program, and any amounts incurred beyond the remaining available grant receipts will be covered by realignment.

Intensive Case Management Services (ICMS) – In 2012, Los Angeles Department of Health Services (DHS) created the Supportive Housing Services program, following the passage of Measure H in Los Angeles County in 2017. DHS release a new Request for Statement of Qualifications (RFSQ) to secure additional qualified agencies to provide Intensive Case Management services. In September 2019 a contract between Tri-City and DHS was completed whereby Tri-City will be reimbursed to provide services to persons identified by DHS as being chronically homeless and in need of housing and other supports, including mental health. The projected revenues and expenditures for this program are included in the "Grants" column of the Tri-City operating budget and are projected to include the hiring of 1.0 full-time

staff to be dedicated to this program incurring approximately \$50 thousand dollars of expenses which will be reimbursed as noted above.

## ADMINISTRATION

These costs include the administrative functions required to oversee the various programs primarily funded through 1991 Realignment within the Tri-City Mental Health Outpatient Budget. The outpatient budget includes salary costs, professional fees, attorney fees, information system costs, equipment costs, and supply costs. Personnel costs include 20.4 FTEs of various personnel who directly work on CSS programs in addition to allocated time of Executive/Senior Management, as well as data collection, billing and accounting personnel.

## REVENUES

Revenues were projected based on existing program funding, including Realignment funding, Medi-Cal cost reimbursement from the Federal and California Departments of Health Care Services (“DCHS” or “State”), and other funding and sometimes grant funds.

Tri-City submits its Medi-Cal claims through LAC DMH and receives FFP cost reimbursement for all qualifying mental health services, as well as additional cost reimbursement from State Mental Health Funds (SMHF) for qualifying mental health services to children and youth under age 21 through Early Periodic Screening Diagnosis and Treatment services funding (EPSDT/SMHF). The Medi-Cal FFP and EPSDT/SMHF revenues are estimated based on projected level of service hours to be provided by care providers employed or to be hired by Tri-City.

1. **Realignment.** The estimated \$3.7 million is based on the most current information obtained from the California Behavioral Health Directors Association’s (CBHDA) analysis of the state budget. Realignment funding in Fiscal 2020-21 is expected to continue to be impacted directly by COVID-19 and more specifically, expected to approximately 10% less than amounts received in Fiscal 2019-20. As such, Tri-City is conservatively projecting realignment up to the minimum baseline of \$3.7 million.

Tri-City’s Realignment funds come from dedicated State taxes allocated to the State’s Mental Health Fund and are considered tax funds that qualify to be used for public expenditures. Therefore, these funds must be used in the provision of Medi-Cal services in order for Tri-City to receive FFP reimbursement, or they must be used to “match” the FFP. Realignment funds not used as Medi-Cal match can be used to:

- a. Provide mental health services and costs that are not covered by the Medi-Cal program – primarily indigent care;
- b. Cover program costs in excess of revenues
- c. Cover administrative costs not covered by the Medi-Cal program;
- d. Provide for capital expenditures; *and*
- e. Make payments on debt, including bankruptcy debt.

Based on the 2020-21 operating budget, 24.0% of the projected Realignment funds will be used to “match” Medi-Cal costs, 17.2% will be used to cover indigent care, 5.7% will be used

to cover the Non-Covered portion of MCE, 44.8% will be used to cover program costs in excess of revenues, and the remaining 8% will be used to cover administrative costs that exceed 15% of direct program costs and not considered as Medi-Cal reimbursable costs per Tri-City's negotiated agreement with LAC DMH and to cover capital expenditures and debt payments, including the mortgage and remaining bankruptcy debt. As a direct result of COVID-19, the Governing of California issued an Executive Order that will allow for the temporary increase to administrative costs to 30% from 15% during the crisis. As such Tri-City has projected that this change to 30% will impact approximately 25% of the year and utilized a rate that reflects this.

2. **Medi-Cal Adult FFP.** Medi-Cal FFP for the adult outpatient program is estimated based on the projected level of service hours to be provided by care providers employed or to be hired by Tri-City. This level of service is measured in units of service which are multiplied by the Agency's projected cost per unit of service. The related charges/costs are assumed to be covered by Federal reimbursement (FFP) and Realignment. The Federal reimbursement (FFP) will be 50% of the costs to provide services to those individuals that qualify under the original Short-Doyle/MC program. The remaining 50% of those costs will be covered by Realignment. In addition, due to the expanded Medi-Cal program (MCE) under the Affordable Healthcare Act for single adults ages 19 to 64, Tri-City projected revenues include the FFP reimbursement for the MCE services provided will be reimbursed at the rate of 90% of the costs, thereby replenishing the majority of the upfront realignment used to provide the services. The FFP reimbursement under MCE was originally 100% for the first three calendar years (2014 thru 2016), 95% as of January 1, 2017, 94% as of January 1, 2018, 93% as of January 1, 2019, and finally the reimbursement was reduced to 90% beginning January 1, 2020.
3. **Medi-Cal Children FFP.** Medi-Cal FFP for the children outpatient programs is estimated based on the projected level of service hours to be provided by care providers employed or to be hired by Tri-City. This level of service is measured in units of service which are multiplied by the Agency's projected cost per unit of service. The related charges/costs are assumed to be covered by Federal (FFP) and State (EPSDT/SMHF) reimbursement. The Federal reimbursement (FFP) rate is currently at 50% of the costs, and the other 50% is projected to be covered by EPSDT State Mental Health Funds as noted below.
4. **Medi-Cal Children EPSDT – State.** Based on the new State budget and the analysis of CBHDA it is projected that the EPSDT allocation rates from the State for fiscal year 2020-21 will approximate 50% of the cost of services provided.
5. **Medicare.** This represents the expected reimbursement for mental health services provided to consumers that qualify under Medicare. The projected amount is based on prior experience and amounts collected in prior years.
6. **City Share.** This funding is based on the "Local Realignment Maintenance of Effort Funds (SB681)" required for Tri-City to receive realignment. The projected city shares are based on amounts received in prior years as well as the minimum required for realignment purposes.
7. **Grants.** These funds represent the expected amount to be received under contract with Bonita USD for drop-in mental health services provided by Tri-City to students attending schools within the school district, and other one-time or limited grants as described above.

8. **Interest Income.** These funds represent interest earned on cash invested in the Local Agency Investment Fund (“LAIF”), as well as other interest bearing operating bank accounts. The amount budgeted for interest income for FY 2020-21 is based on the projected interest from current clinic operation cash balances and based on past experience.
9. **Medi-Cal Denials/Disallowances:** This allowance represents a conservative 10% reserve for disallowances of FFP and State EPSDT Medi-Cal claims billed.

## OPERATING EXPENSES

1. **Salary Costs.** Salary costs of \$8.3 million include salaries and wages of \$6.2 million and employee benefits of \$2.1 million. These salaries and wages include \$5.3 million of clinical and direct staff salaries and \$969 thousand of administrative salaries. The costs were based on the Agency’s actual current employee roster (as of May 2020) plus any vacant or new positions for fiscal year 2020-21. The resulting budgeted salaries for 2020-21 are approximately \$922 thousand higher than the projected costs for 2019-20, however approximately \$899 thousand higher than the Fiscal Year 2019-20 adopted budget as a result of budget amendments throughout fiscal 2019-20. Clinical staff salaries are budgeted to increase from the projected actuals for fiscal 2019-20 due to expected filling of several positions that were vacant during the year.

Salaries and benefits associated with Tri-City’s Executive team, Senior Management team, and administrative staff who serve the entire Agency, are allocated to TCMH and MHSA at the rate of 33% and 67%, respectively. This allocation of costs for these staff, are reflective of the staffing proportions of the Agency.

Employee benefits, including insurance, retirement, and payroll taxes are based on the historical cost as a relationship to base salary and wages. The average percentage of employee benefits agency wide is estimated at approximately 32.73%.

2. **Facility Costs.** Facility costs for the 2020-21 Budget include the costs of maintaining Tri-City’s adult outpatient clinic operations at 2008 N. Garey Avenue, the rent and related costs for the children’s outpatient clinic operations at 1900 Royalty Street, and allocation of the rent and maintenance costs associated with the administrative offices in Claremont. The intercompany facility charges and income reflected under the Adult O/P program relates to costs of the 2008 N. Garey building that will be allocated to MHSA operations also located at the facility (primarily staffing for FSP Adult and FSP Older Adults). The amounts charged to the MHSA programs are consistent with the prior year and are based on market rates per square foot.

The costs for storage leases include the rental of space for archiving documents that are legally required to be retained, and are primarily fixed costs with minor increases to rates. Storage costs that do fluctuate are associated with the storage of medical records and will fluctuate based on usage/access of these documents.

3. **Equipment Costs.** This amount reflects the anticipated equipment costs, such as equipment rentals, leases, repairs, non-capital equipment and furniture purchases, cellular phone costs and maintenance fees.



4. **Other Service and Supply Costs.** Other service and supply costs are projected based on actual costs incurred in FY 2019-20 and adjusted for inflation and for specific known increases or decreases. The most significant of these costs are explained as follows:
  - a. Conference, Seminars & Related Costs. These budgeted costs reflect the Agency's commitment to keep staff up-to-date on all new regulations under the Affordable Care Act, expanded Medi-Cal, new billing requirements and the related client outcome and meaningful use programs. As such it is important that staff continue to attend conferences and seminars, however as a direct result of COVID-19, it is anticipated that the majority of trainings in Fiscal 2020-21 will be through online webinars.
  - b. Professional Liability Insurance. These costs represent necessary insurance for general claims, if any, against Tri-City and other insurance coverages.
  - c. Security Expense. These budgeted costs include the cost of having security guards at several Tri-City locations and are projected based on past experience.
  - d. Dues and Subscriptions. These costs include dues for industry associations, dues and renewals for professional licenses and dues for computer program support.
  - e. Lab and Med Costs. These projected costs relate directly to the implementation of meaningful use outcomes which include monitoring of physical systems as well as mental diagnosis.
  - f. Data Processing/Licenses. These budgeted costs include costs for required licensing and continued support for data base programs.
5. **Specific Costs.** These costs are mostly comprised of costs identified solely as administrative in nature, with the exception of client support expenses described below.
  - a. Client Support Costs. These costs mainly represent the cost of leasing five apartment units located in Pomona. These units are mainly occupied by Tri-City clients (both outpatient clinic and FSP clients) who pay Tri-City rent. The rental income is reflected in revenue.
  - b. Directors and Officers Insurance. These administrative insurance costs are allocated between the Clinic and MHSA operations.
  - c. Professional Services. These costs include various professional services including media and communication costs and other costs anticipated for special projects. This amount also includes a general allowance for unforeseen professional services. During fiscal 2019-20 some one-time costs for professional services were budgeted but were not incurred. Some of these costs are re-budgeted for fiscal 2020-21.

Professional Services costs generally vary from year to year and although the budgeted 2020-21 amount shows an increase from the amount budgeted in 2019-20, it is in line with prior years' budgeted amounts. Additionally, this budget also allows for unexpected services to be required.

- d. Attorney Fees. These costs include the legal fees expected to be incurred for services to be provided by the General Counsel for normal operating items as well as miscellaneous legal fees in connection with human resources/employment cases. The amount budgeted for 2020-21 is in line with prior years' budgeted amounts for legal fees and considered prudent to allow for unexpected matters to arise.
- e. Audit Fees. These costs represent the fees incurred for the outside independent auditor, which are allocated between Clinic Operations and MHSA operations.

## **BUDGETED CASH FLOW**

### **GENERAL**

The budgeted cash flow for Tri-City's clinical operations for fiscal 2020-21 reflects a net decrease to cash of approximately \$254 thousand, thereby estimating a cash balance of approximately \$6.1 million at June 30, 2021. The primary reason for the expected net decrease to cash is the projected payments to be made toward the bankruptcy liability in the estimated amount of \$660 thousand. The detail of the cash flow activity is described below.

### **CASH FLOWS FROM OPERATING ACTIVITIES**

There are three major components to cash flows from operating activities:

1. Cash received from and on behalf of patients includes the following:
  - a. Expected receipts of Medi-Cal FFP and Medi-Cal EPSDT/SMHF for the budgeted fiscal period 2020-21 includes reimbursement received for current year services as well as collection of prior years' FFP and EPSDT. The receipts budgeted for fiscal year 2020-21 services are anticipated to be received approximately 60 days after submission of claims due to the time it takes LAC DMH and State DMH to process and pay the claims. Amounts associated with Medi-Cal audit and cost report settlements are also included, however these audits or settlements which historically were expected to take between 18 to 24 months are not yet complete. Through the end of fiscal 2019-20, Medi-Cal audit or settlements for fiscal years 2013-14, 2014-15 and 2017-18 through 2018-19 have not yet been completed. It should be noted that based on prior experience, it is difficult to predict when these withhold amounts will actually be released.
  - b. Collection of receipts for billed services within the last quarter of the current fiscal year, 2019-20.
  - c. Other collections, including patient fees, client rental payments, and any grant funds.
2. Cash payments to suppliers and contractors cost.
3. Payments to or on behalf of employees. This amount includes the gross salaries plus benefits for both active employees and projected but presently vacant positions.

## **CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES**

There are two major components to cash flows from noncapital financing activities:

1. Realignment. As previously discussed Realignment funds are projected based on prior year receipts, and on information obtained from State Budget Projections.
2. Contribution from member cities.

## **CASH FLOW FROM CAPITAL AND RELATED FINANCING ACTIVITIES**

This section reflects TCMH's projected capital needs for fiscal year 2020-21 including potential investments to the facility located at 2008 N. Garey Avenue and leasehold improvements at the Royalty suites as well as, projected furniture and equipment needs and the related cost of mortgage debt. The projected purchases include the following:

1. The amount of \$148 thousand is being budgeted this year for building and leasehold improvements. These amount represent the projected cost for expected and unexpected improvements that may be required at the 2008 Garey site as well as any necessary leasehold improvements to the Royalty suites occupied by the Children and Family programs. These costs include the projected costs of replacing air conditioning units, anticipated improvement to lighting fixtures, additional expense to the parking lot at the 2008 Garey location as well as other necessary improvements to accommodate additional space for employees as deemed necessary throughout the year.
2. The amount of \$20 thousand is being budgeted for office furniture and equipment projected and estimated for costs related to replacement of equipment and furniture as needed throughout the year.
3. Approximately \$60 thousand has been projected for the replacement and improvement of hardware and software during fiscal 2020-21. This includes continual improvement or scheduled replacement of servers, renewal of software licenses, replacement of aged computers and replacement and improvement of various information technology related equipment. As a result of COVID-19 and the need for a majority of Tri-City staff to telecommute, additional replacement of computers and some additional equipment is anticipated to be a continued necessity.
4. Principal and interest paid on the debt which is secured by the property at 2008 N. Garey Avenue is based on the mortgage loan that was refinanced in June 2012 with a 25-year amortization and interest at 5%.

## **CASH FLOW FROM INVESTING ACTIVITIES**

This section reflects TCMH's projected interest income from the cash deposited in Tri-City's current investment portfolio.

## **CASH FLOW FROM REORGANIZATIONAL ACTIVITIES**

1. Bankruptcy Distributions. The Agency has budgeted approximately \$660 thousand in bankruptcy distributions to the Class 3 and 4 Unsecured Creditors during fiscal 2020-21. The estimated payment is equal to the remaining total balance of bankruptcy debt and the estimated ability to make these payments are based on Tri-City's projections which include release of previously withheld funds relating to certain outstanding cost report settlements completed by LA DMH for prior service years, in addition to anticipated timely payments for current billed services. Tri-City would not anticipate making these bankruptcy distributions during fiscal 2020-21 in the event sufficient funds are not available after allowed reserves are considered. It should also be noted that according to Tri-City's approved bankruptcy plan and disclosure, bankruptcy payments are only required to be made if realignment funds are available.

DRAFT

**TRI-CITY MENTAL HEALTH AUTHORITY  
CLINIC OPERATING BUDGET  
FISCAL YEAR 2020-21**

	FY 20-21 QUARTERS				BUDGET	% to	PROJECTED	% to	\$\$
	1ST QRT	2ND QRT	3RD QRT	4TH QRT	FY 2020-21	Rev	FY 2019-20	Rev	Variance
<b>REVENUE</b>							(Note)		
MEDI-CAL ADULT FFP	\$ 691,935	\$ 691,935	\$ 691,935	\$ 691,935	\$ 2,767,741	29.5%	\$ 2,786,615	31.6%	\$ (18,874)
MEDI-CAL CHILDREN FFP	366,293	366,293	366,293	366,293	1,465,171	15.6%	1,245,781	14.1%	219,390
MEDI-CAL CHILDREN EPSDT--STATE	399,793	399,793	399,793	399,793	1,599,171	17.0%	1,091,225	12.4%	507,946
REALIGNMENT	913,836	913,836	913,836	913,836	3,655,344	38.9%	3,816,484	43.2%	(161,140)
MEDICARE	750	750	750	750	3,000	0.0%	2,600	0.0%	400
PATIENT FEES/INSURANCE	625	625	625	625	2,500	0.0%	2,585	0.0%	(85)
MHSA FUNDING	-	-	-	-	-	0.0%	-	0.0%	-
CITY SHARE - LA VERNE	-	-	12,000	-	12,000	0.1%	12,000	0.1%	-
CITY SHARE - CLAREMONT	-	-	14,561	-	14,561	0.2%	14,561	0.2%	-
CITY SHARE - POMONA	-	-	43,675	-	43,675	0.5%	43,675	0.5%	-
GRANTS	73,191	73,191	73,191	73,191	292,763	3.1%	109,000	1.2%	183,763
INTEREST INCOME	17,500	17,500	17,500	17,500	70,000	0.7%	90,000	1.0%	(20,000)
RENTAL AND OTHER INCOME	9,075	9,075	9,075	9,075	36,300	0.4%	37,262	0.4%	(962)
ESTIMATED M/C DENIALS/DISALLOWANCE	(141,365)	(141,365)	(141,365)	(141,365)	(565,458)	-6.0%	(421,938)	-4.8%	(143,520)
<b>TOTAL REVENUES</b>	<b>2,331,633</b>	<b>2,331,633</b>	<b>2,401,869</b>	<b>2,331,633</b>	<b>9,396,768</b>	<b>100.0%</b>	<b>8,829,850</b>	<b>100.0%</b>	<b>566,918</b>
<b>EXPENSES</b>									
<b>SALARY COSTS</b>									
SALARY AND WAGES	1,559,106	1,559,106	1,559,106	1,559,106	6,236,425	66.4%	5,314,440	60.2%	921,985
INSURANCE-Health/workers comp/life	255,154	255,154	255,154	255,154	1,020,615	10.9%	616,714	7.0%	403,901
RETIREMENT COSTS	197,432	197,432	197,432	197,432	789,726	8.4%	606,480	6.9%	183,246
PAYROLL TAXES	37,652	37,652	37,652	37,652	150,607	1.6%	99,776	1.1%	50,831
MISC COSTS	36,423	36,423	36,423	36,423	145,690	1.6%	197,350	2.2%	(51,660)
	<b>2,085,766</b>	<b>2,085,766</b>	<b>2,085,766</b>	<b>2,085,766</b>	<b>8,343,063</b>	<b>88.8%</b>	<b>6,834,760</b>	<b>77.4%</b>	<b>1,508,303</b>
<b>FACILITY COSTS</b>									
STORAGE LEASES	3,326	3,326	3,326	3,326	13,305	0.1%	12,980	0.1%	325
MORTGAGE INTEREST (2008 Garey)	10,753	10,753	10,753	10,753	43,011	0.5%	41,962	0.5%	1,049
FACILITY RENT	60,901	60,901	60,901	60,901	243,602	2.6%	237,660	2.7%	5,942
INTERCOMPANY FACILITY CHARGES	(31,806)	(31,806)	(31,806)	(31,806)	(127,224)	-1.4%	(124,120)	-1.4%	(3,104)
UTILITIES	5,861	5,861	5,861	5,861	23,442	0.2%	22,870	0.3%	572
BUILDING REPAIRS AND MAINTENANCE	16,938	16,938	16,938	16,938	67,753	0.7%	66,100	0.7%	1,653
JANITORIAL SERVICES & SUPPLIES	18,105	18,105	18,105	18,105	72,419	0.8%	70,652	0.8%	1,767
WASTE DISPOSAL	712	712	712	712	2,849	0.0%	2,778	0.0%	71
	<b>84,789</b>	<b>84,789</b>	<b>84,789</b>	<b>84,789</b>	<b>339,157</b>	<b>3.6%</b>	<b>330,882</b>	<b>3.7%</b>	<b>8,275</b>
<b>EQUIPMENT COSTS</b>									
EQUIPMENT RENTAL/LEASE	10,991	10,991	10,991	10,991	43,965	0.5%	42,892	0.5%	1,073
EQUIP MAINT/REPAIRS	2,545	2,545	2,545	2,545	10,179	0.1%	9,930	0.1%	249
EQUIP/FURNITURE PURCHASES EXPENSED	11,186	11,186	11,186	11,186	44,743	0.5%	43,652	0.5%	1,091
AUTO EXPENSES	1,517	1,517	1,517	1,517	6,066	0.1%	5,918	0.1%	148
AUTO INSURANCE	1,182	1,182	1,182	1,182	4,728	0.1%	4,612	0.1%	116
CELLULAR/PAGER LEASES	10,043	10,043	10,043	10,043	40,172	0.4%	39,192	0.4%	980
	<b>37,463</b>	<b>37,463</b>	<b>37,463</b>	<b>37,463</b>	<b>149,853</b>	<b>1.6%</b>	<b>146,196</b>	<b>1.7%</b>	<b>3,657</b>

**TRI-CITY MENTAL HEALTH AUTHORITY  
CLINIC OPERATING BUDGET  
FISCAL YEAR 2020-21**

	FY 20-21 QUARTERS				BUDGET FY 2020-21	% to Rev	PROJECTED FY 2019-20 (Note)	% to Rev	\$\$ Variance																																																																																																																																																																										
	1ST QRT	2ND QRT	3RD QRT	4TH QRT																																																																																																																																																																															
OTHER SERVICES AND SUPPLIES																																																																																																																																																																																			
CONFERENCES, SEMINARS & RELATED COSTS	3,534	3,534	3,534	3,534	14,135	0.2%	62,040	0.7%	(47,905)																																																																																																																																																																										
MILEAGE REIMBURSEMENT	2,199	2,199	2,199	2,199	8,795	0.1%	9,004	0.1%	(209)																																																																																																																																																																										
PERSONNEL ADS	15,674	15,674	15,674	15,674	62,696	0.7%	61,166	0.7%	1,530																																																																																																																																																																										
PROFESSIONAL LIABILITY INSURANCE	15,561	15,561	15,561	15,561	62,244	0.7%	50,970	0.6%	11,274																																																																																																																																																																										
SECURITY EXPENSE	37,696	37,696	37,696	37,696	150,785	1.6%	147,108	1.7%	3,677																																																																																																																																																																										
DUES & SUBSCRIPTIONS	6,631	6,631	6,631	6,631	26,524	0.3%	25,878	0.3%	646																																																																																																																																																																										
OTHER SUPPLIES	5,691	5,691	5,691	5,691	22,764	0.2%	22,210	0.3%	554																																																																																																																																																																										
PRINTING	1,303	1,303	1,303	1,303	5,211	0.1%	5,080	0.1%	131																																																																																																																																																																										
CLIENT EXPENSES	4,268	4,268	4,268	4,268	17,073	0.2%	16,656	0.2%	417																																																																																																																																																																										
LAB/MED COST	2,986	2,986	2,986	2,986	11,945	0.1%	11,654	0.1%	291																																																																																																																																																																										
AMBULANCE COSTS	3,083	3,083	3,083	3,083	12,331	0.1%	12,030	0.1%	301																																																																																																																																																																										
OFFICE SUPPLIES	4,824	4,824	4,824	4,824	19,294	0.2%	18,822	0.2%	472																																																																																																																																																																										
POSTAGE	467	467	467	467	1,866	0.0%	1,822	0.0%	44																																																																																																																																																																										
RECORD DESTRUCTION	810	810	810	810	3,239	0.0%	3,158	0.0%	81																																																																																																																																																																										
TELEPHONE EXPENSES	20,651	20,651	20,651	20,651	82,603	0.9%	60,102	0.7%	22,501																																																																																																																																																																										
COMPUTER SYSTEMS & SOFTWARE	33,299	33,299	33,299	33,299	133,194	1.4%	129,944	1.5%	3,250																																																																																																																																																																										
DATA PROCESSING/LICENSES	12,934	12,934	12,934	12,934	51,736	0.6%	50,474	0.6%	1,262																																																																																																																																																																										
IT RELATED EXPENSES-Consulting/Training	2,232	2,232	2,232	2,232	8,926	0.1%	8,708	0.1%	218																																																																																																																																																																										
MISCELLANEOUS	3,621	3,621	3,621	3,621	14,482	0.2%	14,132	0.2%	350		<b>177,461</b>	<b>177,461</b>	<b>177,461</b>	<b>177,461</b>	<b>709,843</b>	<b>7.6%</b>	<b>710,958</b>	<b>8.1%</b>	<b>(1,115)</b>	SPECIFIC COSTS										PROGRAMS:										CLIENT SUPPORT COSTS	19,685	19,685	19,685	19,685	78,738	0.8%	76,818	0.9%	1,920	UNIQUE MHSA PROGRAM RELATED COSTS	-	-	-	-	-	0.0%	-	0.0%	-	WET--LEARNING & OUTREACH	-	-	-	-	-	0.0%	-	0.0%	-	PROFESSIONAL SERVICES	-	-	-	-	-	0.0%	-	0.0%	-	ADMINISTRATIVE:										DIRECTORS & OFFICERS INSURANCE	5,454	5,454	5,454	5,454	21,817	0.2%	21,286	0.2%	531	PROFESSIONAL SERVICES	23,447	23,447	23,447	23,447	93,788	1.0%	40,768	0.5%	53,020	ATTORNEY FEES	20,955	20,955	20,955	20,955	83,818	0.9%	81,774	0.9%	2,044	BANK FEES	681	681	681	681	2,725	0.0%	2,658	0.0%	67	AUDIT FEES	5,378	5,378	5,378	5,378	21,513	0.2%	20,988	0.2%	525		<b>75,600</b>	<b>75,600</b>	<b>75,600</b>	<b>75,600</b>	<b>302,399</b>	<b>3.2%</b>	<b>244,292</b>	<b>2.8%</b>	<b>58,107</b>	DEPRECIATION AND AMORT	22,901	22,901	22,901	22,901	91,605	1.0%	89,374	1.0%	2,231	<b>TOTAL COSTS</b>	<b>2,483,980</b>	<b>2,483,980</b>	<b>2,483,980</b>	<b>2,483,980</b>	<b>9,935,920</b>	<b>105.7%</b>	<b>8,356,462</b>	<b>94.6%</b>	<b>1,579,458</b>	<b>INCOME (LOSS) FROM OPERATIONS</b>	<b>\$ (152,347)</b>	<b>\$ (152,347)</b>	<b>\$ (82,111)</b>	<b>\$ (152,347)</b>	<b>\$ (539,152)</b>	<b>-5.7%</b>	<b>\$ 473,388</b>	<b>5.4%</b>	<b>\$ (1,012,540)</b>
	<b>177,461</b>	<b>177,461</b>	<b>177,461</b>	<b>177,461</b>	<b>709,843</b>	<b>7.6%</b>	<b>710,958</b>	<b>8.1%</b>	<b>(1,115)</b>																																																																																																																																																																										
SPECIFIC COSTS																																																																																																																																																																																			
PROGRAMS:																																																																																																																																																																																			
CLIENT SUPPORT COSTS	19,685	19,685	19,685	19,685	78,738	0.8%	76,818	0.9%	1,920																																																																																																																																																																										
UNIQUE MHSA PROGRAM RELATED COSTS	-	-	-	-	-	0.0%	-	0.0%	-																																																																																																																																																																										
WET--LEARNING & OUTREACH	-	-	-	-	-	0.0%	-	0.0%	-																																																																																																																																																																										
PROFESSIONAL SERVICES	-	-	-	-	-	0.0%	-	0.0%	-																																																																																																																																																																										
ADMINISTRATIVE:																																																																																																																																																																																			
DIRECTORS & OFFICERS INSURANCE	5,454	5,454	5,454	5,454	21,817	0.2%	21,286	0.2%	531																																																																																																																																																																										
PROFESSIONAL SERVICES	23,447	23,447	23,447	23,447	93,788	1.0%	40,768	0.5%	53,020																																																																																																																																																																										
ATTORNEY FEES	20,955	20,955	20,955	20,955	83,818	0.9%	81,774	0.9%	2,044																																																																																																																																																																										
BANK FEES	681	681	681	681	2,725	0.0%	2,658	0.0%	67																																																																																																																																																																										
AUDIT FEES	5,378	5,378	5,378	5,378	21,513	0.2%	20,988	0.2%	525																																																																																																																																																																										
	<b>75,600</b>	<b>75,600</b>	<b>75,600</b>	<b>75,600</b>	<b>302,399</b>	<b>3.2%</b>	<b>244,292</b>	<b>2.8%</b>	<b>58,107</b>																																																																																																																																																																										
DEPRECIATION AND AMORT	22,901	22,901	22,901	22,901	91,605	1.0%	89,374	1.0%	2,231																																																																																																																																																																										
<b>TOTAL COSTS</b>	<b>2,483,980</b>	<b>2,483,980</b>	<b>2,483,980</b>	<b>2,483,980</b>	<b>9,935,920</b>	<b>105.7%</b>	<b>8,356,462</b>	<b>94.6%</b>	<b>1,579,458</b>																																																																																																																																																																										
<b>INCOME (LOSS) FROM OPERATIONS</b>	<b>\$ (152,347)</b>	<b>\$ (152,347)</b>	<b>\$ (82,111)</b>	<b>\$ (152,347)</b>	<b>\$ (539,152)</b>	<b>-5.7%</b>	<b>\$ 473,388</b>	<b>5.4%</b>	<b>\$ (1,012,540)</b>																																																																																																																																																																										

NOTE: The fiscal year 2019-20 amounts are UNAUDITED and PRELIMINARY based on six months results through December 31, 2019. Such amounts are subject to further review and audit and are presented herein for comparison purposes only.

**TRI-CITY MENTAL HEALTH AUTHORITY  
CLINIC CONSOLIDATING OPERATING BUDGET BY PROGRAM  
FISCAL YEAR 2020-21**

	CHILD OP	ADULT OP	GRANTS	ADMIN	TOTAL
<b>REVENUE</b>					
MEDI-CAL ADULT FFP	\$ -	\$ 2,767,741	\$ -	\$ -	\$ 2,767,741
MEDI-CAL CHILDREN FFP	1,465,171	-	-	-	1,465,171
MEDI-CAL -STATE	1,456,171	143,000	-	-	1,599,171
REALIGNMENT	117,609	1,599,302	-	1,938,433	3,655,344
MEDICARE	-	3,000	-	-	3,000
PATIENT FEES/INSURANCE	500	2,000	-	-	2,500
MHSA FUNDING	-	-	-	-	-
CITY SHARE - LA VERNE	-	12,000	-	-	12,000
CITY SHARE - CLAREMONT	-	14,561	-	-	14,561
CITY SHARE - POMONA	-	43,675	-	-	43,675
GRANTS	20,000	-	272,763	-	292,763
INTEREST INCOME	-	-	-	70,000	70,000
RENTAL AND OTHER INCOME	200	36,000	-	100	36,300
ESTIMATED M/C DENIALS/DISALLOWANCE	(288,234)	(277,224)	-	-	(565,458)
<b>TOTAL REVENUES</b>	<b>2,771,417</b>	<b>4,344,055</b>	<b>272,763</b>	<b>2,008,533</b>	<b>9,396,768</b>
<b>EXPENSES</b>					
SALARY COSTS					
<i>FTE's</i>	23.7	42.6	8.0	10.7	85.0
SALARY AND WAGES	1,660,844	3,229,295	377,367	968,919	6,236,425
INSURANCE-Health/workers comp/life	275,785	527,304	59,645	157,881	1,020,615
RETIREMENT COSTS	215,736	415,924	45,288	112,778	789,726
PAYROLL TAXES	40,813	77,735	9,186	22,873	150,607
MISC COSTS	39,482	75,196	8,886	22,126	145,690
	2,232,660	4,325,454	500,372	1,284,577	8,343,063
FACILITY COSTS					
STORAGE LEASES	3,416	5,573	-	4,316	13,305
MORTGAGE INTEREST (2008 Garey)	-	43,011	-	-	43,011
FACILITY RENT	149,829	30,270	-	63,503	243,602
INTERCOMPANY FACILITY CHARGES	-	(127,224)	-	-	(127,224)
UTILITIES	-	22,613	-	829	23,442
BUILDING REPAIRS AND MAINTENANCE	24,174	38,152	-	5,427	67,753
JANITORIAL SERVICES & SUPPLIES	32,558	27,651	-	12,210	72,419
WASTE DISPOSAL	615	2,186	-	48	2,849
	210,592	42,232	-	86,333	339,157
EQUIPMENT COSTS					
EQUIPMENT RENTAL/LEASE	10,297	25,354	-	8,314	43,965
EQUIP MAINT/REPAIRS	3,239	5,412	-	1,528	10,179
EQUIP/FURNITURE PURCHASES EXPENSED	21,947	10,998	1,613	10,185	44,743
AUTO EXPENSES	5,816	250	-	-	6,066
AUTO INSURANCE	2,411	2,317	-	-	4,728
CELLULAR/PAGER LEASES	10,618	13,553	827	15,174	40,172
	54,328	57,884	2,440	35,201	149,853

**TRI-CITY MENTAL HEALTH AUTHORITY  
CLINIC CONSOLIDATING OPERATING BUDGET BY PROGRAM  
FISCAL YEAR 2020-21**

	<b>CHILD OP</b>	<b>ADULT OP</b>	<b>GRANTS</b>	<b>ADMIN</b>	<b>TOTAL</b>
<b>OTHER SERVICES AND SUPPLIES</b>					
CONFERENCES, SEMINARS & RELATED COSTS	4,388	2,709	-	7,038	14,135
MILEAGE REIMBURSEMENT	3,208	4,222	362	1,003	8,795
PERSONNEL ADS	2,366	55,923	443	3,964	62,696
PROFESSIONAL LIABILITY INSURANCE	16,657	27,745	-	17,842	62,244
SECURITY EXPENSE	20,502	122,527	-	7,756	150,785
DUES & SUBSCRIPTIONS	308	683	-	25,533	26,524
OTHER SUPPLIES	6,332	8,791	-	7,641	22,764
PRINTING	586	1,740	107	2,778	5,211
CLIENT EXPENSES	454	16,619	-	-	17,073
LAB/MED COST	-	11,945	-	-	11,945
AMBULANCE COSTS	810	11,521	-	-	12,331
OFFICE SUPPLIES	3,736	9,129	204	6,225	19,294
POSTAGE	182	304	-	1,380	1,866
RECORD DESTRUCTION	1,231	2,008	-	-	3,239
TELEPHONE EXPENSES	11,671	30,552	-	40,380	82,603
COMPUTER SYSTEMS & SOFTWARE	24,436	55,200	2,633	50,925	133,194
DATA PROCESSING/LICENSES	18,791	30,833	-	2,112	51,736
IT RELATED EXPENSES-Consulting/Training	-	-	-	8,926	8,926
MISCELLANEOUS	214	417	-	13,851	14,482
	<b>115,872</b>	<b>392,868</b>	<b>3,749</b>	<b>197,354</b>	<b>709,843</b>
<b>SPECIFIC COSTS</b>					
<b>PROGRAMS:</b>					
CLIENT SUPPORT COSTS	-	78,738	-	-	78,738
UNIQUE MHSA PROGRAM RELATED COSTS	-	-	-	-	-
COMMUNITY GRANTS	-	-	-	-	-
GRANTS	-	-	-	-	-
WET--LEARNING & OUTREACH	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-
<b>ADMINISTRATIVE:</b>					
DIRECTORS & OFFICERS INSURANCE	-	-	-	21,817	21,817
PROFESSIONAL SERVICES	-	-	-	93,788	93,788
ATTORNEY FEES	2,683	20,967	-	60,168	83,818
BANK FEES	-	-	-	2,725	2,725
AUDIT FEES	-	-	-	21,513	21,513
	<b>2,683</b>	<b>99,705</b>	<b>-</b>	<b>200,011</b>	<b>302,399</b>
<b>DEPRECIATION AND AMORT</b>	<b>5,639</b>	<b>71,579</b>	<b>-</b>	<b>14,387</b>	<b>91,605</b>
<b>ALLOCATION OF ADMINISTRATIVE COSTS (15% OF DIRECT COSTS)</b>	<b>393,266</b>	<b>748,458</b>	<b>-</b>	<b>(1,141,724)</b>	<b>-</b>
<b>TOTAL COSTS</b>	<b>3,015,040</b>	<b>5,738,180</b>	<b>506,561</b>	<b>676,139</b>	<b>9,935,920</b>
<b>INCOME (LOSS) FROM OPERATIONS</b>	<b>\$ (243,623)</b>	<b>\$ (1,394,125)</b>	<b>\$ (233,798)</b>	<b>\$ 1,332,394</b>	<b>\$ (539,152)</b>



**TRI-CITY MENTAL HEALTH AUTHORITY  
CLINIC CASH FLOW BUDGET  
FISCAL YEAR 2020-21**

	FY 2020-21 QUARTERS				BUDGET
	1ST QRT	2ND QRT	3RD QRT	4TH QRT	FY 2020-21
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>					
CASH RECEIVED FROM AND ON BEHALF OF PATIENTS	\$ 3,340,473	\$ 1,124,341	\$ 1,124,341	\$ 1,124,341	\$ 6,713,495
CASH PAYMENTS TO SUPPLIERS AND CONTRACTORS	(375,313)	(375,313)	(375,313)	(375,313)	(1,501,252)
PAYMENTS TO OR ON BEHALF OF EMPLOYEES	(2,085,766)	(2,085,766)	(2,085,766)	(2,085,766)	(8,343,063)
NET CASH USED BY OPERATING ACTIVITIES	879,394	(1,336,738)	(1,336,738)	(1,336,738)	(3,130,820)
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>					
MHSA FUNDING	-	-	-	-	-
REALIGNMENT	913,836	913,836	913,836	913,836	3,655,344
CONTRIBUTIONS FROM MEMBER CITIES	-	-	70,236	-	70,236
NET CASH PROVIDED BY NONCAPITAL FINANCING ACTIVITIES	913,836	913,836	984,072	913,836	3,725,580
<b>CASH FLOW FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>					
PURCHASE OF CAPITAL ASSETS:					
BUILDING AND IMPROVEMENTS	(59,400)	(44,550)	(29,700)	(14,850)	(148,500)
OFFICE FURNITURE, EQUIPMENT & VEHICLES	(5,000)	(5,000)	(5,000)	(5,000)	(20,000)
IT EQUIPMENT, HARDWARE AND SOFTWARE LICENSES	(15,000)	(30,000)	(15,000)	-	(60,000)
PRINCIPAL PAYMENTS ON CAPITAL DEBT	(7,267)	(7,267)	(7,267)	(7,267)	(29,066)
INTEREST PAID ON CAPITAL DEBT	(10,753)	(10,753)	(10,753)	(10,753)	(43,011)
RECEIPT/PAYMENT OF INTERCOMPANY ADVANCES BETWEEN OPERATIONS	31,806	31,806	31,806	31,806	127,224
NET CASH USED BY CAPITAL AND RELATED FINANCING ACTIVITIES	(65,613)	(65,763)	(35,913)	(6,063)	(173,353)
<b>CASH FLOW FROM INVESTING ACTIVITIES</b>					
INTEREST RECEIVED	17,500	17,500	17,500	17,500	70,000
OTHER INCOME RECEIVED	9,075	9,075	9,075	9,075	36,300
NET CASH PROVIDED BY INVESTING ACTIVITIES	26,575	26,575	26,575	26,575	106,300
<b>CASH FLOWS FROM REORGANIZATIONAL ITEMS</b>					
PRE-BANKRUPTCY FUNDS FROM CAL DMH IN ERROR-REPAID	-	-	-	-	-
DISTRIBUTION TO BANKRUPTCY UNSECURED CREDITORS	-	(200,000)	(200,000)	(260,000)	(660,000)
	-	(200,000)	(200,000)	(260,000)	(660,000)
<b>NET CHANGE IN CASH</b>	<b>1,754,192</b>	<b>(662,090)</b>	<b>(562,004)</b>	<b>(662,390)</b>	<b>(132,293)</b>
CASH BEGINNING BALANCE (Projected)	6,399,548	8,153,739	7,491,649	6,929,645	6,399,548
<b>CASH ENDING BALANCE</b>	<b>\$ 8,153,739</b>	<b>\$ 7,491,649</b>	<b>\$ 6,929,645</b>	<b>\$ 6,267,254</b>	<b>\$ 6,267,254</b>

**TRI-CITY MENTAL HEALTH AUTHORITY**  
**MHSA – MENTAL HEALTH SERVICES ACT PROGRAM OPERATIONS**

***PROPOSED***

**OPERATING BUDGET AND CASH FLOW BUDGET**

**FISCAL YEAR 2020-21**

**DRAFT**

# MHSA – MENTAL HEALTH SERVICES ACT PROGRAMS

## BUDGETED OPERATING INCOME

### GENERAL INFORMATION

The Mental Health Services Act (“MHSA”) budget includes the projected funding and operating costs of the approved MHSA Plans including the Community Services and Supports (“CSS”) programs, the Prevention and Early Intervention (“PEI”) programs, the Innovations (“INN”) programs, the Workforce, Education & Training (WET) programs and the Capital Facilities and Technology Needs projects (CFTN). Tri-City receives its share of MHSA funding directly from the State, which is then required to be allocated to three plans: 5% to the INN Plan; and then the remainder to the CSS Plan (80% or 76% of the total allocation) and the PEI Plan (20% or 19% of the total allocation).

Revenues within the MHSA plans include MHSA funding and Medi-Cal cost reimbursement from FFP and State EPSDT. These revenues were projected based on Tri-City’s approved MHSA Plans and reflect the estimated budgets included in the respective plans and updates.

Total budgeted costs for MHSA programs of \$17.6 million reflect an increase of approximately \$1.4 million when compared to the prior year’s budget of \$16.2 million. However, the projected final costs of \$14.7 million for fiscal 2019-20 when compared to the fiscal 2020-21 budget, the increase is approximately \$2.9 million. For fiscal 2020-21, the salaries and benefits associated with Tri-City’s Executive team, Senior Management team, and administrative staff who serve the entire Agency, are anticipated to spend approximately 67% of their time on MHSA programs. This budget includes a total of 32 FTEs of allocated time for these staff which have been allocated to reflect the staffing proportions of the Agency.

The program descriptions for each of the five plans included herein are discussed below:

### COMMUNITY SERVICES AND SUPPORTS PLAN

This plan includes the following programs:

1. **Full Service Partnerships (FSP).** This program represents individualized services and supports that are required to assist person(s)/family(s) in achieving the goals identified in their wellness/recovery plan. Full Service Partnership (FSPs) are for people who are experiencing severe mental illness and are homeless or at risk of homelessness or other devastating consequences. During fiscal year 2019-20 and through April 2020, approximately 555 total unduplicated clients have been served within the FSP programs. Based on past experience and current data, the number of anticipated FSP clients to be served (active clients at any given time) during fiscal 2020-21 is broken into four age groups.
  - a. Children ages 0-15
  - b. Transitional Age Youth (TAY) ages 16-25
  - c. Adult ages 26-59
  - d. Older Adult ages 60 and over

The operation of the FSP program has been in full swing since 2009-10. As a result of the level of required services, approximately 8.7 vacant FSP dedicated personnel positions are

currently budgeted to include Therapists, Psychiatrists, Psychiatric Technicians, Clinical Wellness Advocates, as well as Substance Abuse Counselors. The Substance Abuse Counselors were previously approved positions that will support clients identified with co-occurring disorders and needing substance abuse treatment in addition to mental health services. These individuals will benefit greatly from this additional level of care that can be effectively incorporated into their current Tri-City treatment plan.

The Clinical Wellness Advocates mentioned above were new positions approved in fiscal 2016-17 whose role has been to provide advocacy, guidance, feedback, outreach and support to help clients and families access and work more effectively with the systems involved, and to build on the continuity of care for those clients receiving formal treatment services.

This budget reflects the direct costs of approximately \$8.3 million incurred by Tri-City to provide FSP services to all FSP clients. These services are reflected in the natural expense classifications. The majority of Tri-City's FSP costs consist of salaries and benefits of approximately \$6.3 million (65.5 FTEs), projected client support costs (FLEX funds) of approximately \$1.0 million and projected professional fees for recruitment of doctors.

2. **Community Navigators.** The Community Navigators program includes a team of six individuals that develop relationships with all manner of organizations and social service agencies throughout the three cities' region. The goal is to assist individuals who need services to help them quickly identify currently available services and/or refer them to the Tri-City system of care. In addition, one navigator works closely with the PEI Housing Stability program to assist clients in obtaining and maintaining housing. During fiscal year 2018-19 Tri-City received information that additional (Non-MHSA) funding would be available for the hiring of additional Community Navigators. On January 24, 2019 The Los Angeles County Homeless Initiative informed the Cities of Pomona, Claremont, and LaVerne that their application to receive Measure H implementation funds was approved. While not all of the strategies listed in their application were approved, the portion to provide Tri-City with funds to hire four new Community Navigators who will be specifically trained and specialize in homeless service, was approved. An agreement establishing an understanding, related guidelines and specifics, including funding, was signed in August of 2019. The funding and the related expenses associated with the Measure H program are reflected within the non-MHSA budget under the caption of "Grant Programs" within the TCMH-Clinic section of this budget document.
3. **Wellness Center.** The Wellness Center facility was completed and opened at the beginning of November 2011. The Wellness Center was conceived as a place of support for people who struggle with mental health issues so that they could accelerate their movement toward independence, recovery and wellness. The Wellness Center provides self-help groups, peer and family support services, educational and employment resources, recreational and cultural activities, assessment and linkage services and provides programs as an adjunct and/or stepdown from formal treatment services. During fiscal 2018-19, the Wellness Center had over 31,000 visits, however thus far in 2019-20 and as a direct result of COVID-19, the Wellness Center visits did reach approximately 19,000 and expect that the visits will continue to occur despite the limited hours and while complying with social distancing requirements. Virtual meetings are currently being held and expect to grow and management is continually considering adding new group programs to assist the

community. As a result of the continued needs of the community, the FTEs included in this budget include 15 FTEs for fiscal 2020-21 which are in line with the prior year.

4. **Supplemental Crisis Services.** This program provides crisis response services in three distinct ways which includes the after-hour crisis support, walk-in crisis services, and field based intensive outreach and engagement services for those who are not currently enrolled as Tri-City clients. The Supplemental Crisis Services System provides clinical support for the person in crisis, their family members, police, and/or others present. All of these services work collaboratively with the “Access to Care” team and the Community Navigator Programs to improve the likelihood that persons in crisis will be enrolled for ongoing treatment services. This budget includes both crisis services and the provision of ambulance services. This program includes a budget for clinicians to work after-hours and during the weekend, with the total hours available equaling up to 7.0 FTEs.
5. **Field Capable Clinical Services for Older Adults.** This program involves clinicians spending time engaging with seniors who have serious mental health issues, either in their home, in senior centers, or other locations where seniors are present, to provide clinical services and connectivity to other providers of senior services in the Tri-City area. The budget includes 1.0 FTE of clinical employees for outreach and engagement of seniors in the area as well as to train new and existing staff on specialized mental health needs of older adults.
6. **CSS Permanent Supportive Housing.** The Housing Stability Program is designed to help people with mental illness maintain their current housing or find a more appropriate place of residence. This program was established through the CSS Housing Plan approved by the Governing Board in fiscal 2011-12. The costs included in this budget reflect salary costs and professional fees anticipated to continue to support the various housing CalHFA projects, in addition to the continued costs associated with maintaining properties owned by Tri-City, which provide housing. The rental income reflected on the CSS Housing budget reflects the anticipated rents from these housing projects. Pursuant to Assembly Bill No. 727 (Chapter 410) and as recommended by the Stakeholders during the 2018-19 MHSA Plan Update, unspent CSS monies have been designated for the purpose of providing rental/housing assistance to individuals with serious and disabling mental illness who are participating in Tri-City MHSA programming other than Full Services Partnership programs.

Tri-City Mental Health Authority (Tri-City), its MHSA Stakeholders, and its Mental Health Commission recommended that Tri-City’s Governing Board approve a transfer of \$1.2 million in unspent Community Services and Supports (CSS) funds to the Permanent Supportive Housing Program. In January of 2017 the Governing Board approved this transfer of \$1.2 million of CSS dollars to CSS Housing. The purpose of this transfer of funds is to allow Tri-City to be proactive and responsive to potential housing project needs and the pending implementation of the ‘No Place Like Home’ (NPLH) program which was originally scheduled to begin in July of 2017. Additionally and most recently, in April of 2019, another \$1.6 million of CSS dollars was also recommended for transfer to the Permanent Supportive Housing Program which was presented to the Governing Board and was approved at the May 2019 Governing Board meeting. Currently although some projects have been identified, no specific projects are ready to move forward, however this budget does project that the total of \$2.8 million in designated housing funds will be expended in Fiscal Year 2020-21 and as such has been included in the MHSA Cash Flow Budget. Tri-City will continue it’s efforts to explore potential projects that can be brought forth for approval.

7. **Administrative CSS Costs.** These costs include the administrative functions required to oversee the various programs included in the CSS plan and includes salary costs, professional fees, attorney fees, information system costs, equipment costs, and supply costs. Personnel costs include 20.4 FTEs of various personnel who directly work on CSS programs in addition to allocated time of Executive/Senior Management, as well as data collection, billing and accounting personnel.

## PREVENTION AND EARLY INTERVENTION PLAN

1. **Community Capacity Building.** This project supports under-served cultural communities and individuals across the three cities through three main projects:
  - a. Community Wellbeing
  - b. Community Mental Health Trainers
  - c. Stigma Reduction and Suicide Prevention

The *Community Wellbeing* project supports initiatives for unserved and under-served communities to promote the wellbeing of their members. Over the past nine years, the Agency has granted approximately \$1.3 million in community grants to support local community groups to promote wellbeing of their members and it is projected that an additional \$80 thousand will be granted in fiscal 2020-21. The focus of this program in 2020-21 will continue to be on children and TAY ages 0-25. In line with community capacity building, communities that receive the funds are trained in Results-Based Accountability, which assists communities in identifying the benefits of their efforts.

The *Community Mental Health Training* Project was initially implemented in fiscal 2010-2011 and in it's first two years certified over 70 Mental Health First Aid instructors (MHFA). Over the course of seven years, almost 4,000 individuals had been trained across the three cities who are prepared to offer support to anyone they encounter who is experiencing mental or emotional distress. Although Mental Health First Aid was considered a highly successful program since its inception, a steady decline in the number of trainings requested was noted over a few years and therefore the full-time trainers were eventually eliminated in fiscal 2017-18. Since then, Tri-City has continued to provide trainings conducted by existing staff, even adding new trainings. Tri-City has expanded the program to include additional trainings beyond the core MHFA curriculum, such as workshops on Everyday Mental Health, the Recovery Model, Non-Suicidal Self-Harm and parenting classes. Additionally, in FY 2018-19, Tri-City expanded its training programs with the addition of a new Trauma Training: Adverse Childhood Experiences (ACEs). With the increase in requests for trainings and the expansion of the program, the need for a full-time trainer was supported by the stakeholders.

Tri-City's Stigma Reduction program also known as Room for Everyone began in fiscal 2013-14. Activities offered in this program include stigma reduction efforts, suicide prevention training, a speakers bureau and a community art gallery located at Tri-City's 2001 N. Garey Ave. site.

The total budget for the Community Capacity Building program includes costs of approximately \$498 thousand. The main components of the budgeted expenses are salaries and benefits of approximately \$358 thousand for 3.9 FTEs, \$80 thousand in Community grants, approximately \$15 thousand for facility and equipment costs and approximately \$30 thousand on various services and supplies.

2. **Older Adult Wellbeing.** This project focuses on older adults, and in particular, the disparities in access to mental health services experienced by older adults, as well as the high risk of suicide for this age group. This program includes two main projects:

- a. Peer Mentoring, *and*
- b. Specialty Groups/Programming Offered at the Wellness Center

The *Peer Mentoring* Project, a prevention and early intervention program, provides peer counseling and peer support groups for older adults from unserved and under-served communities through the engagement of partners in the communities across the three cities to identify older adults who could benefit from these programs. The Peer Mentor Program provides free services to individuals, who may not be ready to receive mental health services, do not meet criteria for normal services or are transitioning out of formal services. This project trains volunteers from the Tri-City area who want to learn how to provide support to peers who are in emotional distress. Once trained, peer mentors can offer both individual and group mentoring, and additional support through linkages to age and culturally-appropriate resources.

This budget includes costs of approximately \$151 thousand. The main components of the budgeted expenses are salaries and benefits of approximately \$137 thousand for 1.3 FTE. The remaining costs include supplies, equipment costs, training and other miscellaneous expenses.

3. **TAY-Adult Wellbeing.** This project focuses on transitional-aged young adults, including young adults from under-served cultural populations, young adults at risk of serious psychiatric illness, young adults exposed to trauma, young adults in stressed families, and others. This program includes two projects:

- a. Peer Mentoring, *and*
- b. Specialty Groups/Programming Offered at the Wellness Center

The Peer Support Program provides peer counseling and peer support groups for transitional-aged young adults from unserved and under-served communities through the engagement of partners in the communities across the three cities to identify young adults who could benefit from the programs under this project. The Peer Mentor Program provides free services to individuals, who may not be ready to receive mental health services, do not meet criteria for normal services or are transitioning out of formal services. The Peer Mentoring Program also trains volunteers from the Tri-City area who want to learn how to provide support to peers who are in emotional distress. Once trained, peer mentors can offer both individual and group mentoring, and additional support through linkages to age and culturally-appropriate resources.

This budget includes costs of approximately \$142 thousand. The main components of the budgeted expenses are salaries and benefits of approximately \$137 thousand for 1.3 FTE. The remaining costs include training and other miscellaneous expenses.

- 4. Family Wellbeing.** This project focuses on family members and caregivers, particularly of young children, as a way of providing support to children and youth in stressed families, including family members from unserved and under-served cultural populations. The Family Wellbeing Project is building trusting relationships and provides supports to family members and caregivers of people who participate in the Wellness Center, the Peer Support Programs, and other PEI programs. Families who need these supports will be identified through the engagement of partners in the communities across the three cities including schools, colleges, health clinics, and other primary care providers and organizations.

This budget includes costs of approximately \$91 thousand. The main components of the budgeted expenses are salaries and benefits of approximately \$86 thousand for 1.0 FTE. The remaining costs include other miscellaneous expenses.

- 5. NAMI.** This program was originally approved in fiscal 2010-11 in Tri-City's MHSA 2011-12 Annual Update and has been in full implementation since fiscal 2011-12. The original program budget provided funding to NAMI Pomona Valley to support their community capacity building programs with the "Inter-Faith Collaboration on Mental Illness" and "Parents and Teachers as Allies" communities. Of these two original programs, the Parents and Teachers as Allies program (now newly identified as Ending the Silence) is the only program that is being continued in fiscal 2020-21 by NAMI. The resulting NAMI budget for fiscal 2020-21 is approximately \$35 thousand which includes amounts for professional services for the NAMI programs and related stipends and amounts for miscellaneous expenses for conferences. As would be expected, the trainings and conferences offered by NAMI Pomona Valley are being provided through video and teleconferencing as a direct result of COVID-19.

- 6. Housing Stability (previously Building Bridges between Landlords, Mental health Providers and Clients—AKA Landlords).** This program was approved by the Governing Board in the PEI Update submitted in fiscal 2011-12 to expand and strengthen the system of care towards community wellbeing by focusing on ways that landlords and Tri-City Mental Health Authority can work together to 1) identify mental health needs; and 2) provide assistance in ways that allow Tri-City Mental Health Authority clients to access or maintain their housing arrangement. In addition, due to the recent housing projects that were completed in 2015-16 and completed during 2017-18, major efforts continue to take place to assure that clients in need of housing will be signed up to apply for this housing. As a result, Tri-City had previously increased the staffing during fiscal 2015-16 to include 2.0 FTE positions of wellness advocates budgeted within the CSS Plan.

This budget includes costs of approximately \$195 thousand. The main components of the budgeted expenses are salaries and benefits of approximately \$173 thousand for 1.8 FTEs. The remaining costs include facility costs, equipment costs and other services and supplies.

- 7. Therapeutic Community Gardening.** This program was originally approved by the Governing Board in the Annual MHSA 2012-13 Update submitted in fiscal 2011-12. This project seeks to increase access to mental health services and supports for select populations through a community-wide urban farm. The project originally focused on three



priority populations who suffer isolation from friends, family and the broader community -- veterans, school-aged children and their families, and youth transitioning out of foster care. During the 2014-15 MHSA update, it was determined that the Therapeutic Community Gardening should be open to all qualifying clients. As a result of the success of this program, more groups have been added over the past several years and therefore, Tri-City had increased the budget for one additional clinical staff. This has remained consistent for the fiscal 2020-21 budget.

This budget includes costs of approximately \$316 thousand. The main components of the budgeted expenses are salaries and benefits of approximately \$231 thousand for 2.9 FTEs, \$20 thousand in facility and equipment costs, \$66 thousand in other services and supplies which includes a security expense for a security guard at the garden location.

8. **Early Psychosis Costs.** In 2018 the Mental Health Service Act was amended to include specific prevention and intervention program priorities and this included the establishment of an Early Psychosis program. This program was established by Tri-City in Fiscal Year 2018-19 which was also recommended as part of the Stakeholder process for the 2018-19 MHSA Plan Update. The purpose of this project was to develop an early psychosis program in order to address the identification and diagnosis of individuals ages 16 to 25, who are suffering from psychosis and are not currently enrolled in mental health services. The original amount of \$240 thousand in funds were designated for a two-year project that utilized one-time PEI dollars on program development and early implementation. As a result of the development of this project, Tri-City identified the PIER (Prevention, Intervention, Enforcement and Reentry) model as the most comprehensive and effective to meet the needs of Tri-City clients and community members. This evidence-based treatment uses three key components – community outreach, assessment, and treatment to reduce symptoms, improved function and decrease relapse. Tri-City staff will focus on hosting early psychosis trainings with the goal of informing community partners of this opportunity and hopefully increasing interest in attendance. The amounts budgeted for 2020-21 will be utilized to focus on developing and training a new clinical team comprised of Tri-City staff who will implement the PIER.

This budget includes total costs of approximately \$157 thousand. The main components of the budgeted expenses are salaries and benefits of approximately \$142 thousand for approximately 1.2 FTEs and other anticipated costs associated with developing and implementing the program such as training and professional services.

9. **Administrative PEI Costs.** These costs include the administrative functions required to oversee the various programs included in the PEI plan and includes salary costs, facility costs, attorney fees, and other miscellaneous costs. Personnel costs include 3.1 FTEs for the PEI Coordinator and allocated time of data collection, billing, and accounting personnel and allocated Executive/Senior Management team time.

## INNOVATIONS PLAN

The purpose of the Innovation projects is to promote learning through innovative programs and processes in order to increase access to underserved groups and increase the quality of services provided and identifying if better outcomes result. INN projects are three-year projects that may be extended up to 5 years, and are evaluated at the end of the project to determine if the learning from the projects can be implemented into other MHSA programs. In January

2012, the initial Innovation Plan was approved by the Governing Board and included two projects, 1) Modified Cognitive Enhancement Therapy and 2) Integrated Care Project. These two projects were completed in fiscal 2014-15.

In May 2014, the Governing Board approved two additional innovations projects, 1) Cognitive Remediation Therapy and 2) Employment Stability, which have also been completed. The Employment Stability Program was completed during Fiscal Year 2017-18 and the Cognitive Remediation Therapy Program which was also completed, during Fiscal Year 2018-19.

At the May 2018 MHSA Public Hearing, the Stakeholders and the Mental Health Commission recommended that the Governing Board approve the INN Technology Suite project (now named Help at Hand). This new project (currently the only project), was approved by the Governing Board at the June 2018 Governing Board meeting and was also subsequently presented to and approved by the Mental Health Oversight and Accountability Commission (OAC) in September of 2018. The Help at Hand (formerly named the Technology Suite) project is currently the only project included in this budget.

The current program descriptions are noted as follows:

1. **INN Technology Suite Project.** This project was originally proposed as a three year project (and later extended to a five year project) and the intention of the project is to engage in a joint, multi-county Innovation project which explores the impact and effectiveness of a technology-based mental health approach to providing services. The primary purpose of this project is to increase access to mental health care by providing a non-traditional system for individuals who may be reluctant to access services through a more formal clinical setting. Through the use of computers, tablets and smartphones, community members will be able to access a suite of technology-based mental health services focused on prevention, early intervention, and family and social support with the intent to: decrease emergency care services; reduce psychiatric hospitalizations; and reduce the duration of untreated mental illness. More details are included in the New Innovation Project Proposed document posted on Tri-City's website.

This budget includes projected costs of approximately \$316 thousand. The main components of the budgeted expenses for this program include \$230 thousand in salaries and benefits for staff time of personnel who will be working on implementing the program. In addition, the amount of \$74 thousand is for professional services specifically related to the INN Technology Suite Project and is estimated for its implementation, and will be paid to a third party via a Participation Agreement (after it is fully executed) with the California Mental Health Services Authority which was authorized at the Governing Board Meeting on November 14, 2018.

2. **Administrative INN Costs.** These costs include the administrative functions required to oversee INN programs included in the INN plan and includes salary costs, facility costs, and other miscellaneous costs. Personnel costs of \$58 thousand include .3 FTEs for the allocated time of Management as well as data collection, billing, and accounting personnel, and for costs of staff allocated to work on INN Programs administratively.

## WORKFORCE, EDUCATION & TRAINING PLAN

This plan was originally approved in November 2012 and began implementation in the third quarter of fiscal 2012-13. The purpose of the WET programs is to promote learning and staff development as well as to provide a means to educate the community and to develop a base for future employees and volunteers in the provision of community mental health. WET funding is considered one-time funding and in order to continue programming in the WET Plan, transfers of available funding from the CSS Plan are required. As noted in a recent prior year budget and MHSA Plan, a transfer of CSS dollars to the WET Plan in the amount of \$400 thousand was recommended by the Stakeholders (in the 2018-19 MHSA Plan Update) to continue the programs within the WET Plan. The approval of this transfer occurred at the June 20, 2018 Governing Board Meeting. In addition, as a result of identified available funding within the CSS Plan, an additional transfer (of \$600 thousand) was recommended by the Stakeholders at a Stakeholder meeting held in April 2019. This recommendation was presented and approved by the Governing Board at the May 15, 2019 meeting. The approved transfer was made as an amendment to the 2018-19 MHSA Plan Update and as such these funds are available for spending in the Fiscal Year 2020-21 budget.

Included in the initial WET plan, was the implementation of two projects/programs (that to date have been continued as a result of transfers) and those projects/programs are described as follows:

1. **Learning and Improvement.** This project supports the development and training of current staff to enable better service to Tri-City's clients. This program provides all staff the opportunity to attend a myriad of trainings covering various topics including clinical best practices, HR related issues, facilities, project management, IT, front office, etc. Other specific trainings include online and live classes and seminars presented by Fred Pryor Seminars and Relias Learning. During the last several years, Tri-City brought to the existing workforce specialized trainings on a variety of topics including trauma treatment, motivational interviewing, co-occurring disorders treatment, leadership development and most recently, training on Adverse Childhood Experiences (ACES). These specific types of training will continue in fiscal 2020-21.

This budget includes costs of approximately \$171 thousand. The main components of the budgeted expenses are salaries and benefits of approximately \$85 thousand for .8 FTEs, \$11 thousand for facility/equipment related costs, \$18 thousand for other services and supplies costs and \$154 thousand in costs relating to training and the development and/or purchase of educational software. These expenditures will continue to support the Learning and Improvement programs noted above by providing training opportunities to staff on leadership and management, purchase and make online training libraries available, and provide specialized trainings on a variety of topics including how-to engage difficult clients and the Trauma Resiliency Model.

2. **Volunteers & Future Employees.** This project focuses on outreach to the community to educate and train a pool of future employees and volunteers for the provision of community health. The WET Supervisor has recruited approximately 237 volunteers during fiscal years 2013-14 through 2018-19, and approximately 20 volunteers in 2019-20 for different programs at Tri-City which included students from the local colleges, public high schools, and private high schools and as well as community members within the three cities. During fiscal 2013-14 the WET Supervisor started the WISH program (Working Independence Skills

Helping) which trains current and former Tri-City clients on skills to prepare them for formal volunteer work both within and outside the Tri-City system of care. The WET Supervisor has participated in various community outreach events to introduce careers in mental health. There are a number of volunteers on a waiting list at Tri-City to be trained and placed within the system of care. In addition to the success of the program, during fiscal 2014-15 Tri-City began publishing the “Vital Volunteer” monthly newsletter that features one volunteer’s story about how volunteering at Tri-City has played a role in their life. This practice has continued through fiscal 2019-20 and expected to continue throughout fiscal 2020-21.

This year’s budget includes costs of approximately \$34 thousand that are expected to cover the costs to continue the WISH program and continued community outreach events. The main components of the budgeted expenses are salaries and benefits of approximately \$28 thousand for 0.3 FTE, and \$4 thousand for community outreach costs. Tri-City continues to pursue partnering with Claremont High School and Pomona Unified School District to be a part of their career day events for high school students (when permitted as a result of COVID-19). Also, Tri-City will do extensive outreach to the High Schools in La Verne to provide presentations on careers in mental health. Tri-City will continue to partner with ULV in their service learning class to provide volunteer opportunities for 15-20 students per semester and as noted above, continue the W.I.S.H program to train individuals with lived experience to prepare for volunteer and work opportunities in field of mental health.

3. **Administrative WET Costs.** These costs include .2 FTE of administrative staff support.

## **CAPITAL FACILITIES/TECHNOLOGY NEEDS PROJECTS**

In May 2013 the Governing Board approved the initial CFTN plan which included Technology Needs projects at a total projected expenditure of approximately \$1.1 million. This plan approved three technology projects to 1) improve the Agency’s infrastructure, 2) create better consumer access to computing resources, and 3) provide systems to monitor programs and provide service outcome support. Implementations of all these projects began in June 2013 and were completed by the end of fiscal 2015-16. In June 2016, \$500 thousand was recommended by stakeholders and approved by the Governing Board to be transferred to the CFTN Plan from the CSS Plan for the purpose of improving and creating a permanent community garden. In May 2019 an additional \$700 thousand was recommended and approved for transfer from the CSS Plan to the CFTN (an amendment to the 2018-19 MHSA Plan) for the purpose of future projects. Although transfers to the CFTN plan had been previously recommended and approved, specific projects had not been presented or approved prior to this budget year. In January 2020, a CFTN Plan with proposed projects, was posted for a 30-day public review and comment period. The plan was subsequently recommended by the Mental Health Commission for Governing Board approval which was approved by the by the Governing Board at the March 2020 Governing Board Meeting. This budget includes the following approved projects:

1. **MHSA Administrative Professional Building.** In March 2015, the CFTN plan was updated and approved by the Governing Board which included a new Capital Facilities project for the purchase (including required improvements) of an office building for MHSA Administrative Professional staff. The purchase of an office building was completed in July of 2015 at which time Tri-City commenced the renovations and improvements. The Capital Facilities plan, after amendments, included a total cost of approximately \$1.7 million for the acquisition and improvements. The renovation of the building was completed during fiscal 2015-16 and was fully occupied in May of 2016. The costs of operating the building (not

including depreciation associated with the building and building improvements) are allocated to the appropriate MHSA programs based on the staff that occupy the building, which include programs such as Community Capacity, Stigma Reduction, Community Mental Health Trainers, Employment Stability, Learning and Improvement, Volunteers and Future Employees, and various other PEI and CSS related programs including Administrative support staff directly working on MHSA programs. As such, the only costs presented in this budget related to this project include only the annual depreciation of approximately \$61 thousand for the building and related improvements.

2. **Electrical Upgrade and Office Remodel at the MHSA Administrative Building.** With the continuing expansion of Agency personnel, it has been determined that additional office space may be created by reconfiguring a large space located at the MHSA Administrative Building. In addition, the electrical panel requires updating so that the building can safely accommodate increased staffing, appliances, emergency generator and a separate air conditioning panel. On January 8, 2020, community stakeholders gathered to review the CFTN projects proposed and the proposal was subsequently posted for a 30-day comment period beginning on January 31, 2020. Additionally, this project was included in the fiscal year 2020-21 MHSA 3-Year Plan which was approved by the Governing board on June 17, 2020. Preliminary estimates for this project totaled \$509 thousand and is set to move forward in fiscal year 2020-21.
3. **Improvements to the Therapeutic Community Garden.** In June 2016 community stakeholders and local Mental Health Commission recommended to Tri-City's Governing Board, who in turn, approved the transfer of \$500,000 from Community Services and Supports (CSS) to Capital Facilities and Technology Needs to enhance the Therapeutic Community Gardening Program. This request was made to establish a permanent garden site consisting of planting beds and construction of an outdoor structure/room designed to accommodate year-round garden activities and support groups. In addition to serving individuals participating in the Therapeutic Community Garden program, this space will be used for the benefit of clients participating in other MHSA programs including Full Service Partnerships and the Peer Mentoring program. On January 8, 2020, community stakeholders gathered to review the CFTN projects proposed and the proposal was subsequently posted for a 30-day comment period beginning on January 31, 2020. Additionally, this project was included in the fiscal year 2020-21 MHSA 3-Year Plan which was approved by the Governing board on June 17, 2020. Preliminary estimates for this project totaled \$462 thousand and is set to move forward in fiscal year 2020-21.

## **BUDGETED CASH FLOWS**

### **GENERAL COMMENTS**

The projected cash flow for MHSA operations include expected inflows of cash from the receipt of MHSA funding received from the State, and Medi-Cal reimbursement. The budget includes Medi-Cal reimbursement for services provided to Medi-Cal eligible clients served in the Full Service Partnership program, and a minimal amount related to the Field Capable Services program.

History of MHSA Cash Flow:

Although the MHSA legislation began implementation in fiscal 2005-06, Tri-City began applying for MHSA funds at the end of fiscal 2008-09 after emergence from bankruptcy. As a result of the late start, funds that had been allocated to Tri-City in fiscal 2006-07, 2007-08 and 2008-09 were available for use when Tri-City filed its initial CSS plan in April 2009. Funds are considered available for spending upon approval of plans and Tri-City's first three-year plan was approved in May 2009 which included the process of requesting funds from the State to fund the plan. This process continued through fiscal 2009-10 whereby funds requested for the next year's operations were actually received in the year requested.

In fiscal 2010-11 the State decided to transfer to the counties (including Tri-City) all MHSA allocations that were not previously requested. Therefore, Tri-City began receiving unrequested and unapproved funds for all MHSA components from the State as a monthly allocation. Beginning in fiscal 2011-12 the State began to transfer MHSA funds based on tax collections. As such the receipt of these funds does not correlate to the funds approved to be expended in the MHSA updates or submission of new plans. The funds received by Tri-City that have not been approved for expenditure are reflected as deferred revenues (deferred inflows of resources). However, the Cash Flow Statements reflect the actual cash receipt of MHSA funds when they are received. As existing MHSA programs and new Plans are approved, the funds received in prior years in addition to funds to be received in fiscal 2020-21 can be used to fund the new approved expenditures in fiscal 2020-21.

As previously mentioned, during fiscal 2016-17 a new program was approved in California's budget by Governor Brown which reduced MHSA funding to all counties, including Tri-City, by 7% for the purpose of funding a new program titled No place Like Home. The 7% reduction in funding was expected to take effect until fiscal 2020-21 and as such this reduction has been reflected in this budget.

As might be expected, COVID-19 has directly impacted MHSA funding. In addition to the State's allowance of extended deadlines for tax return filings, the projected income that funds the Mental Health Services Act (MHSA) is also expected to be impacted due to the economic downturn. Projections obtained from policy analysts and consultants working with the California Behavioral Health Directors Association (CBHDA) indicate that while some increases in MHSA revenue is expected to be experienced in fiscal year 2020-21 it will only be temporary as tax filings that were supposed to be completed in fiscal 2019-20 will be completed in fiscal 2020-21. While CBHDA's projections do not appear to significantly impact Tri-City until fiscal year 2022-23, management of Tri-City will continue to be conservative with respect to budgeting, closely monitor state of its finances and continue to cautiously approach future years, all while ensuring the needs of the community are met and existing programs do not suffer.

## **CASH FLOWS FROM OPERATING ACTIVITIES**

There are three major components to cash flows from operating activities:

1. Cash received from and on behalf of patients includes the following.
  - a. Expected receipts of Medi-Cal FFP for Medi-Cal services performed under the Full Service Partnerships (FSP). This includes FFP reimbursement for Medi-Cal eligible clients, clients that were previously un-funded but now qualify for Medi-Cal under Medi-

Cal Expansion and coverage of undocumented children under the age 19 as previously approved in the Governor's budget.

- b. Expected receipts of Medi-Cal State EPSDT for Medi-Cal services performed under FSP for children and youth under age 21.
  - c. Collection of client rental payments.
2. Cash payments to suppliers and contractors. These amounts include costs of operating all MHSA related programs.
  3. Payments to or on behalf of employees. This amount includes the gross salaries plus benefits.

### **CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES**

MHSA funding is the only component to cash flows from non-capital financing activities. The amount included in the budget reflects the estimated State 2020-21 allocations that were included in the MHSA 2020-21 Annual Update proposed at the June 9, 2020 Public Hearing scheduled to be presented for approval at the June 2020 Governing Board Meeting. These funds are released by the State based on dedicated State tax revenues collected by the State and put into the State's Mental Health Fund. As noted previously, and as a direct result of COVID-19, the projections for MHSA funding have been directly impacted. The current projections include a slight increase to amounts expected to be received in 2020-21 due to the extension of tax filings deadlines in fiscal 2019-20 to fiscal 2020-21. Based on past experience it is projected that slightly more funding will come in during the first, third and fourth quarters of the year. It should also be noted that the amounts projected to be received were based on the projections provided by the California Behavioral Health Directors Association (CBHDA) in May of 2020 and then updated through June 2020.

### **CASH FLOW FROM CAPITAL AND RELATED FINANCING ACTIVITIES**

This section reflects MHSA's projected investments in capital facilities, equipment or general capital purchases for the MHSA programs. The projected purchases include the following:

1. Approximately \$60 thousand has been projected for the replacement and improvement of hardware and software during fiscal 2020-21. This includes continual improvement or scheduled replacement of servers, renewal of software licenses, replacement of aged computers and replacement and improvement of various information technology related equipment.
2. The amount of \$20 thousand is being budgeted for general projected needs of office furniture, office equipment, and other equipment related purchases required for various programs. These costs also include amounts to essentially account for unanticipated purchases as these programs may continue to grow, including FSP, the Wellness Center, the Therapeutic Community Garden and other PEI programs.
3. The amount of \$40 thousand is being budgeted for anticipated improvements and unanticipated emergency repairs to the housing projects currently owned by Tri-City.

4. The amount of \$65 thousand is included in this budget for anticipated improvements to buildings where MHSA staff are located. These improvements include the potential replacement of air conditioning units, improvements to lighting fixtures, and improvements to offices to accommodate new staff, and other miscellaneous improvements that are unanticipated at this time.
5. As indicated earlier in this document, the Capital Facilities and Technology (CFTN) plan included two new projects to be completed in fiscal year 2020-21 which included improvements to the MHSA Administrative Building and improvement to the Therapeutic Community Garden. The total estimated costs for these two projects is \$971 thousand and are included in this Cash Flow Budget.
6. The amount of \$2.8 million has been included in this Cash Flow Budget as it is anticipated that the amounts currently designated for housing will be expended in fiscal year 2020-21 upon final approval of a housing project.

### **CASH FLOW FROM INVESTING ACTIVITIES**

This section reflects MHSA's projected interest income from the cash deposited in the LAIF account and money market and savings accounts. The amount projected is based on the current interest rates.

DRAFT



**TRI-CITY MENTAL HEALTH AUTHORITY  
MENTAL HEALTH SERVICES ACT (MHSA) OPERATING BUDGET  
FISCAL YEAR 2020-21**

	FY 20-21 QUARTERS				BUDGET FY 2020-21	% to Rev	PROJECTED 2019-20	% to Rev	\$\$ Variance
	1ST QRT	2ND QRT	3RD QRT	4TH QRT					
<b>REVENUE</b>							(see note)		
MEDI-CAL ADULT FFP	772,842	772,842	772,842	772,842	\$ 3,091,368	16.5%	1,813,670	11.0%	\$ 1,277,698
MEDI-CAL CHILDREN FFP	360,872	360,872	360,872	360,872	1,443,488	7.7%	1,693,095	10.3%	(249,607)
MEDI-CAL CHILDREN EPSDT--STATE	264,074	264,074	264,074	264,074	1,056,295	5.6%	806,418	4.9%	249,877
REALIGNMENT	-	-	-	-	-	0.0%	-	0.0%	-
MEDICARE	350	350	350	350	1,400	0.0%	1,400	0.0%	-
PATIENT FEES/INSURANCE	-	-	-	-	-	0.0%	-	0.0%	-
MHSA FUNDING	3,311,542	3,311,542	3,311,542	3,311,542	13,246,166	70.7%	11,994,825	73.0%	1,251,341
CITY SHARE - LA VERNE	-	-	-	-	-	0.0%	-	0.0%	-
CITY SHARE - CLAREMONT	-	-	-	-	-	0.0%	-	0.0%	-
CITY SHARE - POMONA	-	-	-	-	-	0.0%	-	0.0%	-
GRANTS	-	-	-	-	-	0.0%	-	0.0%	-
INTEREST INCOME	83,000	83,000	83,000	83,000	332,000	1.8%	363,285	2.2%	(31,285)
RENTAL AND OTHER INCOME	27,613	27,613	27,613	27,613	110,450	0.6%	110,439	0.7%	11
ESTIMATED M/C DENIALS/DISALLOWANCE	(138,404)	(138,404)	(138,404)	(138,404)	(553,615)	-3.0%	(357,994)	-2.2%	(195,621)
<b>TOTAL REVENUES</b>	<b>4,681,888</b>	<b>4,681,888</b>	<b>4,681,888</b>	<b>4,681,888</b>	<b>18,727,552</b>	<b>100.0%</b>	<b>16,425,138</b>	<b>100.0%</b>	<b>2,302,414</b>
<b>EXPENSES</b>									
<b>SALARY COSTS</b>									
SALARY AND WAGES	2,448,611	2,448,611	2,448,611	2,448,611	9,794,443	52.3%	8,534,716	52.0%	1,259,727
INSURANCE-Health/workers comp/life	401,815	401,815	401,815	401,815	1,607,258	8.6%	1,104,002	6.7%	503,256
RETIREMENT COSTS	300,028	300,028	300,028	300,028	1,200,113	6.4%	1,044,934	6.4%	155,179
PAYROLL TAXES	58,615	58,615	58,615	58,615	234,459	1.3%	162,956	1.0%	71,503
MISC COSTS	56,735	56,735	56,735	56,735	226,939	1.2%	152,376	0.9%	74,563
	3,265,803	3,265,803	3,265,803	3,265,803	13,063,212	69.8%	10,998,984	67.0%	2,064,228
<b>FACILITY COSTS</b>									
STORAGE LEASES	4,463	4,463	4,463	4,463	17,850	0.1%	17,414	0.1%	436
MORTGAGE INTEREST (2008 Garey)	-	-	-	-	-	0.0%	-	0.0%	-
FACILITY RENT	78,106	78,106	78,106	78,106	312,422	1.7%	304,802	1.9%	7,620
INTERCOMPANY FACILITY CHARGES	31,806	31,806	31,806	31,806	127,224	0.7%	124,120	0.8%	3,104
UTILITIES	21,516	21,516	21,516	21,516	86,063	0.5%	83,964	0.5%	2,099
BUILDING REPAIRS AND MAINTENANCE	23,699	23,699	23,699	23,699	94,795	0.5%	92,482	0.6%	2,313
JANITORIAL SERVICES & SUPPLIES	36,875	36,875	36,875	36,875	147,499	0.8%	143,898	0.9%	3,601
WASTE DISPOSAL	3,087	3,087	3,087	3,087	12,347	0.1%	12,046	0.1%	301
	199,550	199,550	199,550	199,550	798,200	4.3%	778,726	4.7%	19,474
<b>EQUIPMENT COSTS</b>									
EQUIPMENT RENTAL/LEASE	20,780	20,780	20,780	20,780	83,120	0.4%	81,092	0.5%	2,028
EQUIP MAINT/REPAIRS	4,736	4,736	4,736	4,736	18,942	0.1%	18,476	0.1%	466
EQUIP/FURNITURE PURCHASES EXPENSED	10,996	10,996	10,996	10,996	43,985	0.2%	42,910	0.3%	1,075
INTERCOMPANY EQUIP/SOFTWARE CHARGES	-	-	-	-	-	0.0%	-	0.0%	-
AUTO EXPENSES	3,991	3,991	3,991	3,991	15,962	0.1%	15,572	0.1%	390
AUTO INSURANCE	8,984	8,984	8,984	8,984	35,937	0.2%	35,060	0.2%	877
CELLULAR/PAGER LEASES	20,206	20,206	20,206	20,206	80,825	0.4%	78,856	0.5%	1,969
	69,693	69,693	69,693	69,693	278,771	1.5%	271,966	1.7%	6,805

**TRI-CITY MENTAL HEALTH AUTHORITY  
MENTAL HEALTH SERVICES ACT (MHSA) OPERATING BUDGET  
FISCAL YEAR 2020-21**

	FY 20-21 QUARTERS				BUDGET FY 2020-21	% to Rev	PROJECTED 2019-20	% to Rev	\$\$ Variance
	1ST QRT	2ND QRT	3RD QRT	4TH QRT					
OTHER SERVICES AND SUPPLIES									
CONFERENCES, SEMINARS & RELATED COSTS	6,401	6,401	6,401	6,401	25,603	0.1%	109,420	0.7%	(83,817)
MILEAGE REIMBURSEMENT	11,263	11,263	11,263	11,263	45,050	0.2%	43,952	0.3%	1,098
PERSONNEL ADS	15,104	15,104	15,104	15,104	60,417	0.3%	58,944	0.4%	1,473
PROFESSIONAL LIABILITY INSURANCE	29,485	29,485	29,485	29,485	117,941	0.6%	95,552	0.6%	22,389
SECURITY EXPENSE	88,539	88,539	88,539	88,539	354,154	1.9%	345,516	2.1%	8,638
DUES & SUBSCRIPTIONS	18,077	18,077	18,077	18,077	72,309	0.4%	70,544	0.4%	1,765
OTHER SUPPLIES	7,795	7,795	7,795	7,795	31,179	0.2%	30,420	0.2%	759
PRINTING	854	854	854	854	3,416	0.0%	3,332	0.0%	84
CLIENT EXPENSES	12,465	12,465	12,465	12,465	49,861	0.3%	19,376	0.1%	30,485
LAB COST	108	108	108	108	432	0.0%	422	0.0%	10
AMBULANCE COSTS	17,305	17,305	17,305	17,305	69,219	0.4%	67,530	0.4%	1,689
OFFICE SUPPLIES	5,471	5,471	5,471	5,471	21,883	0.1%	21,350	0.1%	533
POSTAGE	462	462	462	462	1,848	0.0%	1,802	0.0%	46
RECORD DESTRUCTION	810	810	810	810	3,239	0.0%	3,160	0.0%	79
TELEPHONE EXPENSES	35,535	35,535	35,535	35,535	142,141	0.8%	90,870	0.6%	51,271
COMPUTER SYSTEMS & SOFTWARE	59,566	59,566	59,566	59,566	238,264	1.3%	232,454	1.4%	5,810
DATA PROCESSING/LICENSES	15,716	15,716	15,716	15,716	62,863	0.3%	61,328	0.4%	1,535
IT RELATED EXPENSES-Consulting/Training	25,750	25,750	25,750	25,750	103,000	0.5%	17,652	0.1%	85,348
MISCELLANEOUS	9,595	9,595	9,595	9,595	38,380	0.2%	37,446	0.2%	934
	<b>360,300</b>	<b>360,300</b>	<b>360,300</b>	<b>360,300</b>	<b>1,441,199</b>	<b>7.7%</b>	<b>1,311,070</b>	<b>8.0%</b>	<b>130,129</b>
SPECIFIC COSTS									
PROGRAMS:									
CLIENT SUPPORT COSTS	272,500	272,500	272,500	272,500	1,090,000	5.8%	504,792	3.1%	585,208
UNIQUE MHSA PROGRAM RELATED COSTS	153	153	153	153	611	0.0%	596	0.0%	15
COMMUNITY GRANTS	20,000	20,000	20,000	20,000	80,000	0.4%	82,550	0.5%	(2,550)
WET--LEARNING & OUTREACH	38,600	38,600	38,600	38,600	154,400	0.8%	129,026	0.8%	25,374
PROFESSIONAL SERVICES	36,462	36,462	36,462	36,462	145,849	0.8%	107,742	0.7%	38,107
ADMINISTRATIVE:									
DIRECTORS & OFFICERS INSURANCE	9,767	9,767	9,767	9,767	39,067	0.2%	38,114	0.2%	953
PROFESSIONAL SERVICES	35,885	35,885	35,885	35,885	143,541	0.8%	16,024	0.1%	127,517
ATTORNEY FEES	18,213	18,213	18,213	18,213	72,850	0.4%	63,656	0.4%	9,194
BANK FEES	352	352	352	352	1,408	0.0%	1,372	0.0%	36
AUDIT FEES	5,327	5,327	5,327	5,327	21,306	0.1%	42,612	0.3%	(21,306)
	<b>437,258</b>	<b>437,258</b>	<b>437,258</b>	<b>437,258</b>	<b>1,749,032</b>	<b>9.3%</b>	<b>986,484</b>	<b>6.0%</b>	<b>762,548</b>
DEPRECIATION AND AMORT	89,814	89,814	89,814	89,814	359,257	1.9%	350,492	2.1%	8,765
<b>TOTAL COSTS</b>	<b>4,422,418</b>	<b>4,422,418</b>	<b>4,422,418</b>	<b>4,422,418</b>	<b>17,689,671</b>	<b>94.5%</b>	<b>14,697,722</b>	<b>89.5%</b>	<b>2,991,949</b>
<b>INCOME (LOSS) FROM OPERATIONS</b>	<b>\$ 259,470</b>	<b>\$ 259,470</b>	<b>\$ 259,470</b>	<b>\$ 259,470</b>	<b>\$ 1,037,881</b>	<b>5.5%</b>	<b>\$ 1,727,416</b>	<b>10.5%</b>	<b>\$ (689,535)</b>

NOTE: The fiscal year 2019-20 amounts are UNAUDITED and PRELIMINARY based on six months results through December 31, 2019. Such amounts are subject to further review and audit and are presented herein for comparison purposes only.

**TRI-CITY MENTAL HEALTH AUTHORITY  
MHSA CONSOLIDATING BUDGET  
FISCAL YEAR 2020-21**

	<b>CSS PROGRAMS</b>	<b>PEI PROGRAMS</b>	<b>INN PROGRAMS</b>	<b>WET PROGRAMS</b>	<b>CFTN PROJECTS</b>	<b>TOTAL</b>
<b>REVENUE</b>						
MEDI-CAL ADULT FFP	\$ 3,091,368	\$ -	\$ -	\$ -	\$ -	\$ 3,091,368
MEDI-CAL CHILDREN FFP	1,443,488	-	-	-	-	1,443,488
MEDI-CAL CHILDREN EPSDT--STATE	1,056,295	-	-	-	-	1,056,295
REALIGNMENT	-	-	-	-	-	-
MEDICARE	1,400	-	-	-	-	1,400
PATIENT FEES/INSURANCE	-	-	-	-	-	-
MHSA FUNDING	10,712,194	2,217,534	316,438	-	-	13,246,166
CITY SHARE - LA VERNE	-	-	-	-	-	-
CITY SHARE - CLAREMONT	-	-	-	-	-	-
CITY SHARE - POMONA	-	-	-	-	-	-
GRANTS	-	-	-	-	-	-
INTEREST INCOME	260,000	35,000	18,000	8,000	11,000	332,000
RENTAL AND OTHER INCOME	110,450	-	-	-	-	110,450
ESTIMATED M/C DENIALS/DISALLOWANCE	(553,615)	-	-	-	-	(553,615)
<b>TOTAL REVENUES</b>	<b>16,121,580</b>	<b>2,252,534</b>	<b>334,438</b>	<b>8,000</b>	<b>11,000</b>	<b>18,727,552</b>
<b>EXPENSES</b>						
<b>SALARY COSTS</b>						
<i>FTE's</i>	<i>117.4</i>	<i>16.5</i>	<i>1.8</i>	<i>1.3</i>	-	<i>137.0</i>
SALARY AND WAGES	8,192,474	1,299,506	174,003	128,460	-	9,794,443
INSURANCE-Health/workers comp/life	1,346,110	212,083	28,103	20,962	-	1,607,258
RETIREMENT COSTS	1,010,870	153,644	20,394	15,205	-	1,200,113
PAYROLL TAXES	196,074	31,163	4,137	3,085	-	234,459
MISC COSTS	189,675	30,282	4,000	2,982	-	226,939
	10,935,203	1,726,678	230,637	170,694	-	13,063,212
<b>FACILITY COSTS</b>						
STORAGE LEASES	16,523	996	146	185	-	17,850
MORTGAGE INTEREST (2008 Garey)	-	-	-	-	-	-
FACILITY RENT	287,546	20,190	2,054	2,632	-	312,422
INTERCOMPANY FACILITY CHARGES	117,523	9,471	168	62	-	127,224
UTILITIES	75,486	9,259	135	1,183	-	86,063
BUILDING REPAIRS AND MAINTENANCE	85,169	8,502	163	961	-	94,795
JANITORIAL SERVICES & SUPPLIES	129,340	15,529	541	2,089	-	147,499
WASTE DISPOSAL	10,230	2,009	12	96	-	12,347
	721,817	65,956	3,219	7,208	-	798,200
<b>EQUIPMENT COSTS</b>						
EQUIPMENT RENTAL/LEASE	71,018	10,252	361	1,489	-	83,120
EQUIP MAINT/REPAIRS	17,016	1,659	55	212	-	18,942
EQUIP/FURNITURE PURCHASES EXPENSED	39,014	4,440	121	410	-	43,985
INTERCOMPANY EQUIP/SOFTWARE CHARGES (INCOME)	-	-	-	-	-	-
AUTO EXPENSES	14,531	1,423	2	6	-	15,962
AUTO INSURANCE	33,348	2,505	37	47	-	35,937
CELLULAR/PAGER LEASES	68,087	10,084	635	2,019	-	80,825
	243,014	30,363	1,211	4,183	-	278,771

**TRI-CITY MENTAL HEALTH AUTHORITY  
MHTA CONSOLIDATING BUDGET  
FISCAL YEAR 2020-21**

	<b>CSS PROGRAMS</b>	<b>PEI PROGRAMS</b>	<b>INN PROGRAMS</b>	<b>WET PROGRAMS</b>	<b>CFTN PROJECTS</b>	<b>TOTAL</b>
<b>OTHER SERVICES AND SUPPLIES</b>						
CONFERENCES, SEMINARS & RELATED COSTS	21,791	2,424	781	607	-	25,603
MILEAGE REIMBURSEMENT	40,732	4,216	49	53	-	45,050
PERSONNEL ADS	54,489	1,165	506	4,257	-	60,417
PROFESSIONAL LIABILITY INSURANCE	106,785	8,920	326	1,910	-	117,941
SECURITY EXPENSE	276,989	73,635	521	3,009	-	354,154
DUES & SUBSCRIPTIONS	24,962	46,539	273	535	-	72,309
OTHER SUPPLIES	27,321	3,369	104	385	-	31,179
PRINTING	2,669	367	189	191	-	3,416
CLIENT EXPENSES	48,987	874	-	-	-	49,861
LAB COST	432	-	-	-	-	432
AMBULANCE COSTS	69,219	-	-	-	-	69,219
OFFICE SUPPLIES	18,624	2,404	615	240	-	21,883
POSTAGE	1,595	195	25	33	-	1,848
RECORD DESTRUCTION	3,239	-	-	-	-	3,239
TELEPHONE EXPENSES	131,181	9,075	543	1,342	-	142,141
COMPUTER SYSTEMS & SOFTWARE	212,306	23,272	999	1,687	-	238,264
DATA PROCESSING/LICENSES	60,177	2,280	98	308	-	62,863
IT RELATED EXPENSES-Consulting/Training	103,000	-	-	-	-	103,000
MISCELLANEOUS	24,450	12,456	937	537	-	38,380
	<b>1,228,948</b>	<b>191,191</b>	<b>5,966</b>	<b>15,094</b>	<b>-</b>	<b>1,441,199</b>
<b>SPECIFIC COSTS</b>						
<b>PROGRAMS:</b>						
CLIENT SUPPORT COSTS	1,090,000	-	-	-	-	1,090,000
UNIQUE MHTA PROGRAM RELATED COSTS	-	611	-	-	-	611
COMMUNITY GRANTS	-	80,000	-	-	-	80,000
WET--LEARNING & OUTREACH	-	-	-	154,400	-	154,400
PROFESSIONAL SERVICES	29,300	42,700	73,849	-	-	145,849
<b>ADMINISTRATIVE:</b>						
DIRECTORS & OFFICERS INSURANCE	36,131	2,936	-	-	-	39,067
PROFESSIONAL SERVICES	143,541	-	-	-	-	143,541
ATTORNEY FEES	72,850	-	-	-	-	72,850
BANK FEES	1,231	129	25	23	-	1,408
AUDIT FEES	18,110	3,196	-	-	-	21,306
	<b>1,391,163</b>	<b>129,572</b>	<b>73,874</b>	<b>154,423</b>	<b>-</b>	<b>1,749,032</b>
<b>DEPRECIATION AND AMORT</b>						
	<b>292,948</b>	<b>4,419</b>	<b>197</b>	<b>254</b>	<b>61,439</b>	<b>359,257</b>
<b>TOTAL COSTS</b>						
	<b>14,813,093</b>	<b>2,148,179</b>	<b>315,104</b>	<b>351,856</b>	<b>61,439</b>	<b>17,689,671</b>
<b>INCOME (LOSS) FROM OPERATIONS</b>						
	<b>\$ 1,308,487</b>	<b>\$ 104,355</b>	<b>\$ 19,334</b>	<b>\$ (343,856)</b>	<b>\$ (50,439)</b>	<b>\$ 1,037,881</b>

NOTES: CSS=COMMUNITY SERVICES AND SUPPORT PEI=PREVENTION AND EARLY INTERVENTION INN=INNOVATION WET=WORKFORCE EDUCATION AND TRAINING  
TEC=TECHNOLOGY (PART OF THE MHTA FUNDS ALLOTTED TO CAPITAL FACILITIES AND TECHNOLOGY)

**TRI-CITY MENTAL HEALTH AUTHORITY  
MENTAL HEALTH SERVICES ACT PROGRAMS CASH FLOW BUDGET  
FISCAL YEAR 2020-21**

	FY 2020-21 QUARTERS				BUDGET FY 2020-21
	1ST QRT	2ND QRT	3RD QRT	4TH QRT	
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>					
CASH RECEIVED FROM AND ON BEHALF OF PATIENTS	\$ 2,692,218	\$ 1,006,757	\$ 1,006,757	\$ 1,006,757	\$ 5,712,490
CASH PAYMENTS TO SUPPLIERS AND CONTRACTORS	(1,066,801)	(1,066,801)	(1,066,801)	(1,066,801)	(4,267,202)
PAYMENTS TO OR ON BEHALF OF EMPLOYEES	(3,265,803)	(3,265,803)	(3,265,803)	(3,265,803)	(13,063,212)
NET CASH USED BY OPERATING ACTIVITIES	(1,640,385)	(3,325,846)	(3,325,846)	(3,325,846)	(11,617,924)
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>					
MHSA FUNDING	2,828,791	2,263,033	3,394,549	2,828,791	11,315,163
REALIGNMENT	-	-	-	-	-
CONTRIBUTIONS FROM MEMBER CITIES	-	-	-	-	-
OTHER DONATIONS	-	-	-	-	-
NET CASH PROVIDED BY NONCAPITAL FINANCING ACTIVITIES	2,828,791	2,263,033	3,394,549	2,828,791	11,315,163
<b>CASH FLOW FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>					
PURCHASE OF CAPITAL ASSETS:					
BUILDING AND IMPROVEMENTS	(489,387)	(367,040)	(244,694)	(122,347)	(1,223,468)
LAND	-	-	-	-	-
OFFICE FURNITURE, EQUIPMENT & VEHICLES	(4,000)	(8,000)	(4,000)	(4,000)	(20,000)
IT EQUIPMENT, HARDWARE AND SOFTWARE LICENSES	(30,000)	(15,000)	-	(15,000)	(60,000)
PRINCIPAL PAYMENTS ON CAPITAL DEBT	-	-	-	-	-
OTHER - CSS HOUSING PROJECTS	-	-	(2,800,000)	-	(2,800,000)
INTEREST PAID ON CAPITAL DEBT	-	-	-	-	-
RECEIPT/PAYMENT OF INTERCOMPANY ADVANCES BETWEEN OPERATIONS	(31,806)	(31,806)	(31,806)	(31,806)	(127,224)
NET CASH USED BY CAPITAL AND RELATED FINANCING ACTIVITIES	(555,193)	(421,846)	(3,080,500)	(173,153)	(4,230,692)
<b>CASH FLOW FROM INVESTING ACTIVITIES</b>					
INTEREST RECEIVED	83,000	83,000	83,000	83,000	332,000
OTHER INCOME RECEIVED	27,613	27,613	27,613	27,613	110,450
NET CASH PROVIDED BY INVESTING ACTIVITIES	110,613	110,613	110,613	110,613	442,450
<b>NET CHANGE IN CASH</b>	<b>743,825</b>	<b>(1,374,048)</b>	<b>(2,901,185)</b>	<b>(559,596)</b>	<b>(4,091,003)</b>
CASH BEGINNING BALANCE (Projected)	24,452,325	25,196,150	23,822,102	20,920,917	24,452,325
<b>CASH ENDING BALANCE</b>	<b>\$ 25,196,150</b>	<b>\$ 23,822,102</b>	<b>\$ 20,920,917</b>	<b>\$ 20,361,322</b>	<b>\$ 20,361,322</b>

**TRI-CITY MENTAL HEALTH AUTHORITY  
COMMUNITY SERVICES AND SUPPORTS (CSS) PROGRAM**

***PROPOSED***

**OPERATING BUDGET**

**FISCAL YEAR 2020-21**

**DRAFT**

# COMMUNITY SERVICES AND SUPPORTS PLAN

## OPERATING BUDGET

### GENERAL & HISTORICAL INFORMATION

Over the past twelve years, Tri-City has received approximately \$75.8 million in CSS plan funds, of which approximately \$63.8 have been approved (through the stakeholder process) to be expended through 2019-20. The approved funds have been used to establish Prudent Reserves, fund prior year costs and are expected to cover approximately \$10.7 million of the projected fiscal year 2020-21 operating and capital costs for the CSS programs. In addition, it is expected that additional funds of approximately \$9.4 million relating to the State's 2020-21 allocation will be received throughout the new fiscal year. These funds would be available for use as required based on approval of Tri-City's MHPA Fiscal 2020-21 Annual Update. In accordance with Government Accounting Standards, the unapproved funds will not be reflected as MHPA revenue but will be deferred and recognized as revenue when new plans have been approved and the funds are available for expenditure. The revenue that is deferred (as noted above) will be identified under the caption Deferred Inflows of Resources as MHPA Revenues Restricted for Future Period, on the Statement of Net Position in Tri-City's financial statements.

The current CSS Plan includes six programs:

- Full Service Partnerships (FSP) – Children, TAY, Adult and Older Adult
- Community Navigators
- Wellness Center
- Supplemental Crisis Support
- Field Capable Clinical Services for Older Adults
- Permanent Supportive Housing

### REVENUE

1. **MHPA Funding.** MHPA funding represents the amount of funds approved through the MHPA 2020-21 Annual Plan process and available to be expended for CSS programs. As noted above, only the revenue that is approved for expenditures is recognized as revenue. In accordance with Government Accounting Standards, the unapproved funds will not be reflected as MHPA revenue but will be deferred and only recognized as revenue when new plans have been approved and the funds are available for expenditure.
2. **Medi-Cal Adult and Children FFP.** Medi-Cal FFP represents anticipated Federal reimbursement for Medi-Cal eligible costs that will be incurred under the Full Service Partnership (FSP) and Field Capable Clinical Services for Older Adult programs in the CSS plan that are being served by Tri-City staff. The amounts are based on estimated Medi-Cal billings and projected hours of services to be provided by clinical staff. This level of service is measured in units of service which are multiplied by the Agency's projected cost per unit of service.

The CSS 2020-21 budget assumes that enrollment in the FSP program will continue to increase to its full capacity. As noted previously in this budget, as of May 1, 2016, undocumented children under age 19 are eligible to receive full coverage and as such Tri-City anticipates that the number of unfunded clients will continue to slightly decrease. As a result of Medi-Cal Expansion (MCE), it is projected that the non Medi-Cal clients will continue to decrease.

It is expected that a percentage of the clients that are provided services by Tri-City will not qualify for Medi-Cal reimbursement and therefore, 100% of those service costs within these CSS programs will be funded by MHSA funds. This budget assumes that Tri-City will receive Federal Financial Participation funding (FFP) for services provided to clients that do qualify for Medi-Cal. 50% FFP reimbursement is projected for the cost of services provided to children and youth under the age of 21 and adults 21 and over that qualify for Medi-Cal under the original Short-Doyle M/C. As previously noted, as a result of Medi-Cal Expansion (MCE), approximately 90% FFP reimbursement is projected for the cost of services provided to single adults between the age of 18 and 65 that qualify. The budget also assumes that Tri-City will receive approximately 50% of the cost to provide Medi-Cal services to children and youth under the age of 21 years through the State EPSDT program. The remaining unreimbursed Medi-Cal service costs (i.e. local match) will be covered through the MHSA funding as noted above.

In October of 2015 Governor Brown approved Medi-Cal Expansion in the 2015 State Budget which provided for full coverage, as of May 1, 2016, to all low-income children in the state, regardless of their immigration status. These expanded services include mental health treatment.

3. **Interest Income.** Interest income is projected based on expected average cash balances.

## **OPERATING EXPENSES**

1. **Salary Costs.** Salary and Wages of \$8.2 million include \$6.4 million of direct provider/clinical staff salaries and \$1.8 million of administrative salaries. These costs were based on the historical staffing requirements of each program as determined by the Clinical Director and Program Managers. The costs include vacancies for approximately 9 FTE FSP positions which have been projected to be required in continuing to accommodate the FSP clients as well as the continued increase in clients resulting from expanded Medi-Cal eligibility. Tri-City is also projecting that there will be a greater need for services as a direct result of COVID-19. The projected staffing is as follows:
  - a. Full Service Partnerships
    - (1) Children – 10.9 Full Time Equivalentents (FTEs)
    - (2) TAY – 17.6 FTEs
    - (3) Adult – 32.6 FTEs
    - (4) Older Adult – 4.3 FTEs
  - b. Community Navigators – 6.0 FTEs



- c. Wellness Center – 15.0 FTEs
- d. Supplemental Crisis Support – 7.0 FTEs
- e. Field Capable Clinical Services for Older Adults – 1.0 FTEs
- f. Permanent Supportive Housing Program – 2.6 FTEs
- g. Administration CSS – 20.4 FTE's, includes direct CSS Administration costs which include allocated time of the MHSA Manager and MHSA Director, as well as allocated time of data collection and quality control personnel, and billing and accounting personnel. In addition, Tri-City's Executive and Senior Management team and administrative staff who serve the entire Agency, are anticipated to spend approximately 67% of their time on MHSA programs, including CSS programs. This budget includes a total of 32.0 FTEs of allocated time for these staff.

All other salary costs, including insurance, retirement, and payroll taxes are based on the historical cost as a relationship to base salary and wages.

- 2. **Facility Costs.** Facility costs represent the costs of maintaining space to house the current staff and any projected new staffing. The major portion of costs represents outside rental charges (leasing of office space), and intercompany facility charges that represent the allocation of costs to own and operate the administrative building located at 2001 N. Garey Ave. in Pomona and the clinic at 2008 N. Garey in Pomona. These costs also include charges based on a competitive rental rate per square foot and are allocated by square foot required for each program. The costs are either reflected on the specific line item or are allocated to programs through the intercompany facility charge. Facility costs also include utilities, building repairs and maintenance costs and were projected based on historical costs per square foot and expected space required for each program.

The costs for storage leases include the rental of space for archiving documents that are legally required to be retained, and are primarily fixed costs with minor increases to rates. Storage costs that do fluctuate are associated with the storage of medical and financial records and will fluctuate based on usage/access of these documents as needed throughout the year.

- 3. **Equipment Costs.** This amount reflects the anticipated costs for equipment needs for each program.
- 4. **Other Service and Supply Costs.** Other service and supply costs are projected based on Tri-City's historical percentage relationship of costs incurred and/or as a percentage of salary costs. In addition, certain projected costs include non-recurring costs for training. The major costs included in this category are as follows:
  - a. Conference, Seminar & Related Costs. These costs represent anticipated supplemental training of FSP and Wellness Center personnel, as well as the requirement of the MHSA administrative staff attending MHSA conferences and seminars. As might be anticipated, most trainings will be conducted online during fiscal year 2020-21.

Community Services and Supports Plan  
Operating Budget For The Fiscal Year 2020-21  
Assumptions

- b. Transportation and Mileage Costs. These costs include the anticipated costs to be incurred by the Community Navigators and FSP personnel, since these positions require going out to the client to provide the required services. Transportation and mileage costs also include transportation costs associated with conferences, seminars and trainings. As might be anticipated, most trainings will be conducted online during fiscal year 2020-21.
  - c. Professional Liability Costs. These costs represent the anticipated cost of professional liability insurance for clinical and support staff and are based on Tri-City's historical cost as it relates to salary costs.
  - d. Security Expense. These costs represent the cost of contracting on-site security guards during business hours at various Tri-City locations. The costs are then proportionately allocated to each of the programs by location and staff.
  - e. Office Supplies, Other Supplies and Telephone Costs. These costs are projected based on Tri-City's historical percentage relationship of costs as a percent of salary cost. In addition, other supply costs include program supplies anticipated to be required for the Wellness Center.
  - f. Data Processing/Licenses, Computer Systems. The data processing costs relate to the expected monthly charges to be allocated for Medi-Cal billing and statistical data reporting. The computer systems/IT related expenses represent the cost of upgrading hardware and connectivity. This includes the professional fees that may be paid to IT specialists.
5. **Specific Costs.** These costs are specific to certain programs and administrative expenditures.
- a. Client Support Costs. These are generally costs that do not qualify as mental health expenditures for Medi-Cal reimbursement but are necessary to assist a client in achieving their goals. These costs are primarily for housing, however generally include food, clothing, and education/employment training, and are called FLEX funds under the Full Service Partnership program. The FLEX funds are based on past experience, the current and projected need for the upcoming year and the number of Medi-Cal FSP clients receiving direct services.
  - b. Professional Services. These costs include consulting and professional services related to the comprehensive compensation study scheduled to be completed during fiscal 2020-21 in addition to continued consulting fees associated with the current Interim Chief Information Officer both of which were approved by the Governing Board during fiscal 2019-20. Other professional fees would include services provided to the Wellness Center by NAMI, recruitment fees, personnel related consultants, and other general consulting and media costs. The budgeted professional service costs also allows for unexpected services to be required.
  - c. Attorney Fees. These costs included in the CSS administrative budget represent general legal fees expected in conjunction with the day-to-day program operations including contracting and human resources. The amount projected for 2020-21, is in line

with prior years' budgeted amounts for legal fees and considered prudent to allow for unexpected matters to arise.

- d. Directors & Officers Insurance and Audit Fees. These are costs allocated to the CSS program.

DRAFT

**TRI-CITY MENTAL HEALTH AUTHORITY  
MHSA--CSS OPERATING BUDGET  
FISCAL YEAR 2020-21**

	FY 20-21 QUARTERS				BUDGET	% to
	1ST QRT	2ND QRT	3RD QRT	4TH QRT	FY 2020-21	
<b>REVENUE</b>						
MEDI-CAL ADULT FFP	\$ 772,842	\$ 772,842	\$ 772,842	\$ 772,842	\$ 3,091,368	19.2%
MEDI-CAL CHILDREN FFP	360,872	360,872	360,872	360,872	1,443,488	9.0%
MEDI-CAL CHILDREN EPSDT--STATE	264,074	264,074	264,074	264,074	1,056,295	6.6%
REALIGNMENT	-	-	-	-	-	0.0%
MEDICARE	350	350	350	350	1,400	0.0%
PATIENT FEES/INSURANCE	-	-	-	-	-	0.0%
MHSA FUNDING	2,678,049	2,678,049	2,678,049	2,678,049	10,712,194	66.4%
CITY SHARE - LA VERNE	-	-	-	-	-	0.0%
CITY SHARE - CLAREMONT	-	-	-	-	-	0.0%
CITY SHARE - POMONA	-	-	-	-	-	0.0%
GRANTS	-	-	-	-	-	0.0%
INTEREST INCOME	65,000	65,000	65,000	65,000	260,000	1.6%
RENTAL AND OTHER INCOME	27,613	27,613	27,613	27,613	110,450	0.7%
ESTIMATED M/C DENIALS/DISALLOWANCE	(138,404)	(138,404)	(138,404)	(138,404)	(553,615)	-3.4%
<b>TOTAL REVENUES</b>	<b>4,030,395</b>	<b>4,030,395</b>	<b>4,030,395</b>	<b>4,030,395</b>	<b>16,121,580</b>	<b>100.0%</b>
<b>EXPENSES</b>						
<b>SALARY COSTS</b>						
SALARY AND WAGES	2,048,119	2,048,119	2,048,119	2,048,119	8,192,474	50.8%
INSURANCE-Health/workers comp/life	336,528	336,528	336,528	336,528	1,346,110	8.3%
RETIREMENT COSTS	252,718	252,718	252,718	252,718	1,010,870	6.3%
PAYROLL TAXES	49,019	49,019	49,019	49,019	196,074	1.2%
MISC COSTS	47,419	47,419	47,419	47,419	189,675	1.2%
	<b>2,733,801</b>	<b>2,733,801</b>	<b>2,733,801</b>	<b>2,733,801</b>	<b>10,935,203</b>	<b>67.8%</b>
<b>FACILITY COSTS</b>						
STORAGE LEASES	4,131	4,131	4,131	4,131	16,523	0.1%
MORTGAGE INTEREST (2008 Garey)	-	-	-	-	-	0.0%
FACILITY RENT	71,887	71,887	71,887	71,887	287,546	1.8%
INTERCOMPANY FACILITY CHARGES	29,381	29,381	29,381	29,381	117,523	0.7%
UTILITIES	18,872	18,872	18,872	18,872	75,486	0.5%
BUILDING REPAIRS AND MAINTENANCE	21,292	21,292	21,292	21,292	85,169	0.5%
JANITORIAL SERVICES & SUPPLIES	32,335	32,335	32,335	32,335	129,340	0.8%
WASTE DISPOSAL	2,558	2,558	2,558	2,558	10,230	0.1%
	<b>180,454</b>	<b>180,454</b>	<b>180,454</b>	<b>180,454</b>	<b>721,817</b>	<b>4.5%</b>
<b>EQUIPMENT COSTS</b>						
EQUIPMENT RENTAL/LEASE	17,755	17,755	17,755	17,755	71,018	0.4%
EQUIP MAINT/REPAIRS	4,254	4,254	4,254	4,254	17,016	0.1%
EQUIP/FURNITURE PURCHASES EXPENSED	9,754	9,754	9,754	9,754	39,014	0.2%
INTERCOMPANY EQUIP/SOFTWARE CHARGES (INCOME)	-	-	-	-	-	0.0%
AUTO EXPENSES	3,633	3,633	3,633	3,633	14,531	0.1%
AUTO INSURANCE	8,337	8,337	8,337	8,337	33,348	0.2%
CELLULAR/PAGER LEASES	17,022	17,022	17,022	17,022	68,087	0.4%
	<b>60,754</b>	<b>60,754</b>	<b>60,754</b>	<b>60,754</b>	<b>243,014</b>	<b>1.5%</b>

**TRI-CITY MENTAL HEALTH AUTHORITY  
MHA--CSS OPERATING BUDGET  
FISCAL YEAR 2020-21**

	FY 20-21 QUARTERS				BUDGET FY 2020-21	% to
	1ST QRT	2ND QRT	3RD QRT	4TH QRT		
OTHER SERVICES AND SUPPLIES						
CONFERENCES, SEMINARS & RELATED COSTS	5,448	5,448	5,448	5,448	21,791	0.1%
MILEAGE REIMBURSEMENT	10,183	10,183	10,183	10,183	40,732	0.3%
PERSONNEL ADS	13,622	13,622	13,622	13,622	54,489	0.3%
PROFESSIONAL LIABILITY INSURANCE	26,696	26,696	26,696	26,696	106,785	0.7%
SECURITY EXPENSE	69,247	69,247	69,247	69,247	276,989	1.7%
DUES & SUBSCRIPTIONS	6,241	6,241	6,241	6,241	24,962	0.2%
OTHER SUPPLIES	6,830	6,830	6,830	6,830	27,321	0.2%
PRINTING	667	667	667	667	2,669	0.0%
CLIENT EXPENSES	12,247	12,247	12,247	12,247	48,987	0.3%
LAB COST	108	108	108	108	432	0.0%
AMBULANCE COSTS	17,305	17,305	17,305	17,305	69,219	0.4%
OFFICE SUPPLIES	4,656	4,656	4,656	4,656	18,624	0.1%
POSTAGE	399	399	399	399	1,595	0.0%
RECORD DESTRUCTION	810	810	810	810	3,239	0.0%
TELEPHONE EXPENSES	32,795	32,795	32,795	32,795	131,181	0.8%
COMPUTER SYSTEMS CONNECTIONS	53,077	53,077	53,077	53,077	212,306	1.3%
DATA PROCESSING/LICENSES	15,044	15,044	15,044	15,044	60,177	0.4%
IT RELATED EXPENSES-Consulting/Training	25,750	25,750	25,750	25,750	103,000	0.6%
MISCELLANEOUS (OPERATING RESERVE)	6,113	6,113	6,113	6,113	24,450	0.2%
	<b>307,237</b>	<b>307,237</b>	<b>307,237</b>	<b>307,237</b>	<b>1,228,948</b>	<b>7.6%</b>
SPECIFIC COSTS						
PROGRAMS:						
CLIENT SUPPORT COSTS	272,500	272,500	272,500	272,500	1,090,000	6.8%
UNIQUE MHA PROGRAM RELATED COSTS	-	-	-	-	-	0.0%
COMMUNITY GRANTS	-	-	-	-	-	0.0%
WET--LEARNING & OUTREACH	-	-	-	-	-	0.0%
PROFESSIONAL SERVICES	7,325	7,325	7,325	7,325	29,300	0.2%
ADMINISTRATIVE:						
DIRECTORS & OFFICERS INSURANCE	9,033	9,033	9,033	9,033	36,131	0.2%
PROFESSIONAL SERVICES	35,885	35,885	35,885	35,885	143,541	0.9%
ATTORNEY FEES	18,213	18,213	18,213	18,213	72,850	0.5%
BANK FEES	308	308	308	308	1,231	0.0%
AUDIT FEES	4,528	4,528	4,528	4,528	18,110	0.1%
	<b>347,791</b>	<b>347,791</b>	<b>347,791</b>	<b>347,791</b>	<b>1,391,163</b>	<b>8.6%</b>
DEPRECIATION AND AMORT	73,237	73,237	73,237	73,237	292,948	1.8%
<b>TOTAL COSTS</b>	<b>3,703,273</b>	<b>3,703,273</b>	<b>3,703,273</b>	<b>3,703,273</b>	<b>14,813,093</b>	<b>91.9%</b>
<b>INCOME (LOSS) FROM OPERATIONS</b>	<b>\$ 327,122</b>	<b>\$ 327,122</b>	<b>\$ 327,122</b>	<b>\$ 327,122</b>	<b>\$ 1,308,487</b>	<b>8.1%</b>

**TRI-CITY MENTAL HEALTH AUTHORITY  
MHSA-COMMUNITY SERVICES AND SUPPORT (CSS) OPERATING BUDGET BY PROGRAM  
FISCAL YEAR 2020-21**

	CHILD FSP	TAY FSP	ADULT FSP	OLDER ADULT-FSP	NAVI-GATORS	WELLNESS CENTER	SUPP CRISIS SUPPORT	FIELD CAPABLE-- OLDER AD	CSS HOUSING	CSS ADMIN	TOTAL
<b>REVENUE</b>											
MEDI-CAL ADULT FFP	\$ -	\$ -	\$ 2,730,094	\$ 331,274	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ 3,091,368
MEDI-CAL CHILDREN FFP	528,583	914,905	-	-	-	-	-	-	-	-	1,443,488
MEDI-CAL-STATE	528,583	472,712	50,000	5,000	-	-	-	-	-	-	1,056,295
REALIGNMENT	-	-	-	-	-	-	-	-	-	-	-
MEDICARE	-	-	800	100	-	-	-	500	-	-	1,400
PATIENT FEES/INSURANCE	-	-	-	-	-	-	-	-	-	-	-
MHSA FUNDING	754,842	1,258,429	2,681,050	401,260	472,562	1,322,434	740,196	106,651	330,825	2,643,945	10,712,194
GRANTS	-	-	-	-	-	-	-	-	-	-	-
INTEREST INCOME	-	-	-	-	-	-	-	-	-	260,000	260,000
RENTAL AND OTHER INCOME	100	150	200	-	0	-	-	-	110,000	-	110,450
ESTIMATED M/C DENIALS/DISALLOWANCE	(105,716)	(138,762)	(273,009)	(33,128)	-	-	-	(3,000)	-	-	(553,615)
<b>TOTAL REVENUES</b>	<b>1,706,392</b>	<b>2,507,434</b>	<b>5,189,135</b>	<b>704,506</b>	<b>472,562</b>	<b>1,322,434</b>	<b>740,196</b>	<b>134,151</b>	<b>440,825</b>	<b>2,903,945</b>	<b>16,121,580</b>
<b>EXPENSES</b>											
SALARY COSTS <i>FTE's</i>	<i>10.9</i>	<i>17.6</i>	<i>32.6</i>	<i>4.3</i>	<i>6.0</i>	<i>15.0</i>	<i>7.0</i>	<i>1.0</i>	<i>2.6</i>	<i>20.4</i>	<i>117.4</i>
SALARY AND WAGES	783,538	1,248,453	2,373,719	310,190	304,247	746,389	446,029	64,242	148,586	1,767,081	8,192,474
INSURANCE-Health/workers comp/life	129,802	206,731	380,752	49,736	49,894	126,297	76,816	10,575	25,759	289,748	1,346,110
RETIREMENT COSTS	101,345	161,462	300,031	39,120	35,331	89,370	52,872	7,647	17,851	205,841	1,010,870
PAYROLL TAXES	18,939	30,187	56,614	7,400	7,166	18,125	10,723	1,551	3,621	41,748	196,074
MISC COSTS	18,322	29,200	54,766	7,158	6,932	17,534	10,374	1,501	3,503	40,385	189,675
	1,051,946	1,676,033	3,165,882	413,604	403,570	997,715	596,814	85,516	199,320	2,344,803	10,935,203
FACILITY COSTS											
STORAGE LEASES	1,978	3,057	3,596	359	-	98	-	-	-	7,435	16,523
MORTGAGE INTEREST (2008 Garey)	-	-	-	-	-	-	-	-	-	-	-
FACILITY RENT	58,577	110,848	13,600	-	-	-	-	-	-	104,521	287,546
INTERCOMPANY FACILITY CHARGES	-	-	75,798	10,104	-	-	21,174	3,016	-	7,431	117,523
UTILITIES	-	-	15,785	2,103	5,877	33,444	4,410	627	5,702	7,538	75,486
BUILDING REPAIRS AND MAINTENANCE	5,886	9,451	9,391	1,140	3,879	21,908	2,442	340	22,387	8,345	85,169
JANITORIAL SERVICES & SUPPLIES	11,015	20,190	17,565	2,054	8,352	31,728	4,311	613	5,521	27,991	129,340
WASTE DISPOSAL	-	-	1,792	121	492	3,848	254	37	3,094	592	10,230
	77,456	143,546	137,527	15,881	18,600	91,026	32,591	4,633	36,704	163,853	721,817
EQUIPMENT COSTS											
EQUIPMENT RENTAL/LEASE	3,671	7,117	17,372	2,197	6,314	8,296	4,607	656	4,203	16,585	71,018
EQUIP MAINT/REPAIRS	1,640	2,575	3,592	472	861	3,075	1,007	144	431	3,219	17,016
EQUIP/FURNITURE PURCHASES EXPENSED	6,070	9,603	6,784	958	947	1,261	576	3,255	1,167	8,393	39,014
AUTO EXPENSES	4,389	775	3,210	-	-	2,073	1,632	1,023	1,242	187	14,531
AUTO INSURANCE	4,227	1,802	9,172	-	-	9,906	2,425	1,802	2,171	1,843	33,348
CELLULAR/PAGER LEASES	8,095	11,152	15,533	2,839	4,258	5,428	3,995	670	3,846	12,271	68,087
	28,092	33,024	55,663	6,466	12,380	30,039	14,242	7,550	13,060	42,498	243,014

**TRI-CITY MENTAL HEALTH AUTHORITY  
MHSA-COMMUNITY SERVICES AND SUPPORT (CSS) OPERATING BUDGET BY PROGRAM  
FISCAL YEAR 2020-21**

	CHILD FSP	TAY FSP	ADULT FSP	OLDER ADULT-FSP	NAVI-GATORS	WELLNESS CENTER	SUPP CRISIS SUPPORT	FIELD CAPABLE-- OLDER AD	CSS HOUSING	CSS ADMIN	TOTAL
<b>OTHER SERVICES AND SUPPLIES</b>											
CONFERENCES, SEMINARS & RELATED COSTS	2,709	3,897	2,772	2,532	47	1,212	1,668	41	133	6,780	21,791
MILEAGE REIMBURSEMENT	5,504	7,173	9,291	1,259	2,800	1,771	8,186	2,103	1,089	1,556	40,732
PERSONNEL ADS	2,761	2,589	41,494	5,039	937	605	-	283	0	781	54,489
PROFESSIONAL LIABILITY INSURANCE	8,362	13,257	18,432	2,409	4,770	13,987	5,146	734	3,095	36,593	106,785
SECURITY EXPENSE	9,498	16,517	84,671	11,146	13,852	60,383	23,358	3,327	27,540	26,697	276,989
DUES & SUBSCRIPTIONS	308	539	383	318	-	-	21	2	0	23,391	24,962
OTHER SUPPLIES	4,528	3,686	4,461	1,564	755	4,338	1,158	109	791	5,931	27,321
PRINTING	160	279	873	-	722	426	133	-	-	76	2,669
CLIENT EXPENSES	320	328	4,311	584	-	82	3,087	-	40,275	-	48,987
LAB COST	-	-	-	-	-	-	252	180	-	-	432
AMBULANCE COSTS	1,691	10,896	23,350	810	-	-	32,472	-	-	-	69,219
OFFICE SUPPLIES	1,005	1,626	4,237	1,043	1,521	1,966	996	92	525	5,613	18,624
POSTAGE	-	-	-	-	-	-	-	-	-	1,595	1,595
RECORD DESTRUCTION	713	1,101	1,296	129	-	-	-	-	0	-	3,239
TELEPHONE EXPENSES	4,320	7,529	11,425	1,417	3,739	18,983	2,968	537	2,493	77,770	131,181
COMPUTER SYSTEMS CONNECTIONS	12,376	20,330	36,912	4,993	9,652	44,374	7,923	1,064	4,555.00	70,127	212,306
DATA PROCESSING/LICENSES	10,553	16,367	20,029	2,157	1,189	3,272	1,392	199	595	4,424	60,177
IT RELATED EXPENSES-Consulting/Training	-	-	-	-	-	-	-	-	-	103,000	103,000
MISCELLANEOUS (OPERATING RESERVE)	125	66	12	12	92	2,373	-	-	217	21,553	24,450
	<b>64,933</b>	<b>106,180</b>	<b>263,949</b>	<b>35,412</b>	<b>40,076</b>	<b>153,772</b>	<b>88,760</b>	<b>8,671</b>	<b>81,308</b>	<b>385,887</b>	<b>1,228,948</b>
<b>SPECIFIC COSTS</b>											
<b>PROGRAMS:</b>											
CLIENT SUPPORT COSTS	100,000	70,000	700,000	130,000	-	-	-	-	90,000	-	1,090,000
UNIQUE MHSA PROGRAM RELATED COSTS	-	-	-	-	-	-	-	-	-	-	-
COMMUNITY GRANTS	-	-	-	-	-	-	-	-	-	-	-
WET--LEARNING & OUTREACH	-	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	14,300	-	-	15,000	-	29,300
<b>ADMINISTRATIVE:</b>											
DIRECTORS & OFFICERS INSURANCE	-	-	-	-	-	-	-	-	-	36,131	36,131
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	143,541	143,541
ATTORNEY FEES	-	-	-	-	-	-	-	-	-	72,850	72,850
BANK FEES	-	-	-	-	-	-	-	-	222	1,009	1,231
AUDIT FEES	-	-	-	-	-	-	-	-	-	18,110	18,110
	<b>100,000</b>	<b>70,000</b>	<b>700,000</b>	<b>130,000</b>	<b>-</b>	<b>14,300</b>	<b>-</b>	<b>-</b>	<b>105,222</b>	<b>271,641</b>	<b>1,391,163</b>
<b>DEPRECIATION AND AMORT</b>	<b>6,452</b>	<b>1,083</b>	<b>25,613</b>	<b>7,193</b>	<b>0</b>	<b>180,011</b>	<b>6,456</b>	<b>1,808</b>	<b>53,171</b>	<b>11,161</b>	<b>292,948</b>
<b>TOTAL COSTS</b>	<b>1,328,879</b>	<b>2,029,866</b>	<b>4,348,634</b>	<b>608,556</b>	<b>474,626</b>	<b>1,466,863</b>	<b>738,863</b>	<b>108,178</b>	<b>488,785</b>	<b>3,219,843</b>	<b>14,813,093</b>
<b>INCOME (LOSS) FROM OPERATIONS</b>	<b>\$ 377,513</b>	<b>\$ 477,568</b>	<b>\$ 840,501</b>	<b>\$ 95,950</b>	<b>\$ (2,064)</b>	<b>\$ (144,429)</b>	<b>\$ 1,333</b>	<b>\$ 25,973</b>	<b>\$ (47,960)</b>	<b>\$ (315,898)</b>	<b>\$ 1,308,487</b>

**TRI-CITY MENTAL HEALTH AUTHORITY  
PREVENTION AND EARLY INTERVENTION (PEI) PROGRAM**

***PROPOSED***

**OPERATING BUDGET**

**FISCAL YEAR 2020-21**

**DRAFT**



# PREVENTION AND EARLY INTERVENTION PLAN

## OPERATING BUDGET

### GENERAL & HISTORICAL INFORMATION

Over the past approximate twelve years (including Fiscal 2019-20), Tri-City has received approximately \$20.7 million in PEI plan funds of which approximately \$19.7 million have been approved to use through 2019-20. These funds have been used to fund prudent reserves of approximately \$835 thousand and prior years' program costs, and it is estimated that it will be used to cover approximately \$1.5 million of the projected fiscal year 2020-21 operating and capital costs for the PEI programs. In addition, it is expected that additional funds of approximately \$2.3 million relating to the State's 2020-21 allocation will be received throughout the new fiscal year. A portion of the funds will be used for the approved 2020-21 expenditures and the remaining funds, will be available for use when the subsequent MHPA Fiscal 2021-22 Annual Update or interim update is submitted and approved by the Governing Board. In accordance with Government Accounting Standards, the unapproved funds will not be reflected as MHPA revenue but will be deferred and only recognized as revenue when new plans have been approved and the funds are available for expenditure. The revenue that is deferred will be identified under the caption of Deferred Inflows of Resources as MHPA Revenues Restricted for Future Period, on the Statement of Net Position in Tri-City's Financial Statements.

The current PEI Plan includes eight programs:

- Community Capacity Building (Community Wellbeing, Stigma Reduction and Suicide Prevention and Community Mental Health Training)
- Older Adult Wellbeing (Peer Mentor)
- Transition Age Youth (TAY) Wellbeing (Peer Mentor)
- Family Wellbeing
- NAMI Community Capacity Building Program (Ending the Silence)
- Housing Stability Program
- Therapeutic Community Gardening
- Early Psychosis

### REVENUE

1. **MHPA Funding.** MHPA funding represents the amount of funds approved through the MHPA 2020-21 Annual Update and available to be expended for PEI programs. As noted above, only the revenue that is approved for expenditures is recognized as revenue. In accordance with Government Accounting Standards, the unapproved funds will not be reflected as MHPA revenue but will be deferred and only recognized as revenue when new plans have been approved and the funds are available for expenditure.
2. **Interest Income.** Interest income is projected based on expected average cash balances.

## OPERATING EXPENSES

1. **Salary Costs.** Salary and Wages of \$1.3 million include \$951 thousand of direct provider/clinical staff salaries and \$349 thousand of administrative salaries. The costs were based on the historical staffing requirements of each program as determined by the MHSA Director and PEI Coordinator. In addition, salaries and benefits for Tri-City's Executive and Senior Management team and administrative staff who serve the entire Agency, have been allocated to PEI programs, based on a methodology that reflects the staffing proportions of the Agency. The projected staffing is as follows:

- a. Community Capacity Building – 3.9 FTEs
- b. Older Adult and TAY-Adult Wellbeing programs – 2.6 FTE (1.3 FTE each)
- c. Family Wellbeing – 1.0 FTE
- d. NAMI -- 0 FTE
- e. Housing Stability – 1.8 FTE
- f. Therapeutic Community Gardening – 2.9 FTE
- g. Early Psychosis – 1.2 FTE which includes one full-time Psychologist
- h. Administration-PEI – 3.1 FTE

All other salary costs, including insurance, retirement, and payroll taxes are based on the historical cost as a relationship to base salary and wages.

2. **Facility Costs.** Facility costs represent the costs of maintaining space to house staffing and include rent, intercompany facility charges, utilities, and maintenance costs. These costs were projected based on historical costs per square foot and expected space required for each program.

3. **Equipment Costs.** This amount reflects the anticipated equipment costs including computers, cellular phones and other equipment and related fees and rental expenses required for each program.

4. **Other Service and Supply Costs.** Other service and supply costs are projected based on Tri-City's historical percentage relationship of costs incurred and allocated as a percentage to salary costs. In addition, amounts have been projected for seminars and training costs. The major costs included in this category are as follows:

- a. Conference, Seminar & Related Costs. These costs represent anticipated conferences/training of personnel in the Community Capacity Building project, as well as personnel in the Wellbeing programs. In addition, MHSA administrative staff will also be attending MHSA conferences and seminars. As might be anticipated, most trainings will be conducted online during fiscal year 2020-21.

Prevention and Early Intervention Plan  
Operating Budget For The Fiscal Year 2020-21  
Assumptions

- b. Transportation and Mileage Costs. These costs include the anticipated costs to be incurred by the PEI program staff and PEI administrative personnel, since these positions require going out to the community to provide the required services.
  - c. Professional Liability Costs. These costs represent the anticipated cost of professional liability insurance for staff and are based and on Tri-City's historical cost and allocated as it relates to salary costs.
  - d. Security Expense. These costs represent the cost of contracting on-site security guards during business hours at various Tri-City locations including the Clinics. The costs are then proportionately allocated to each of the programs by location and staff.
  - e. Dues and Subscriptions. These costs include dues for industry associations, dues and renewals for professional licenses and dues for computer program support.
  - f. Office Supplies, Other Supplies and Telephone Costs. These costs are projected based on Tri-City's historical percentage relationship of costs and allocated as a percent of salary cost.
  - g. Computer Systems Connections. The computer systems/IT related expenses represent the estimated cost specifically associated with the projected computer systems that will be required to operate programs.
  - h. Miscellaneous Costs. This amount is projected for use on operating categories that may be in excess of the original budgeted amount and estimated based on past experience.
5. **Specific Costs.** This includes amounts identified as specific program expenses and administrative costs.
- a. Unique MHSA Program Related Costs. These expenditures include the projected costs to train physicians through physician outreach community awareness programs as well as community cultural competence trainings. Other costs include funds to provide for manuals for trainings provided to the community on Mental Health.
  - b. Community Grants. This is the expected award of community grants in fiscal 2020-21 as established through the Community Capacity Building programs.
  - c. Professional Services. These costs include contract fees and stipends for the NAMI program for the Ending the Silence Program (formerly Parents and Teachers as Allies program), and other general professional fees that may be required during the year such as potential project management or consulting fees for miscellaneous projects. These costs generally vary from year to year and amounts budgeted are in line with prior years' budgeted amounts and allows for unexpected services to be required.
  - d. Directors & Officers Insurance and Audit Fees. These are the costs allocated to the PEI program as a percentage of salary costs.

**TRI-CITY MENTAL HEALTH AUTHORITY  
MHSA-PEI OPERATING BUDGET  
FISCAL YEAR 2020-21**

	FY 20-21 QUARTERS				Budget FY 20-21	% to Rev
	1ST QRT	2ND QRT	3RD QRT	4TH QRT		
<b>REVENUE</b>						
MEDI-CAL ADULT FFP	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
MEDI-CAL CHILDREN FFP	-	-	-	-	-	0.0%
MEDI-CAL CHILDREN EPSDT--STATE	-	-	-	-	-	0.0%
REALIGNMENT	-	-	-	-	-	0.0%
MEDICARE	-	-	-	-	-	0.0%
PATIENT FEES/INSURANCE	-	-	-	-	-	0.0%
MHSA FUNDING	554,384	554,384	554,384	554,384	2,217,534	98.4%
GRANTS	-	-	-	-	-	0.0%
INTEREST INCOME	8,750	8,750	8,750	8,750	35,000	1.6%
RENTAL AND OTHER INCOME	-	-	-	-	-	0.0%
ESTIMATED M/C DENIALS/DISALLOWANCE	-	-	-	-	-	0.0%
<b>TOTAL REVENUES</b>	<b>563,134</b>	<b>563,134</b>	<b>563,134</b>	<b>563,134</b>	<b>2,252,534</b>	<b>100.0%</b>
<b>EXPENSES</b>						
<b>SALARY COSTS</b>						
SALARY AND WAGES	324,877	324,877	324,877	324,877	1,299,506	57.7%
INSURANCE-Health/workers comp/life	53,021	53,021	53,021	53,021	212,083	9.4%
RETIREMENT COSTS	38,411	38,411	38,411	38,411	153,644	6.8%
PAYROLL TAXES	7,791	7,791	7,791	7,791	31,163	1.4%
MISC COSTS	7,571	7,571	7,571	7,571	30,282	1.3%
	431,670	431,670	431,670	431,670	1,726,678	76.7%
<b>FACILITY COSTS</b>						
STORAGE LEASES	249	249	249	249	996	0.0%
MORTGAGE INTEREST (2008 Garey)	-	-	-	-	-	0.0%
FACILITY RENT	5,048	5,048	5,048	5,048	20,190	0.9%
INTERCOMPANY FACILITY CHARGES	2,368	2,368	2,368	2,368	9,471	0.4%
UTILITIES	2,315	2,315	2,315	2,315	9,259	0.4%
BUILDING REPAIRS AND MAINTENANCE	2,126	2,126	2,126	2,126	8,502	0.4%
JANITORIAL SERVICES & SUPPLIES	3,882	3,882	3,882	3,882	15,529	0.7%
WASTE DISPOSAL	502	502	502	502	2,009	0.1%
	16,489	16,489	16,489	16,489	65,956	2.9%
<b>EQUIPMENT COSTS</b>						
EQUIPMENT RENTAL/LEASE	2,563	2,563	2,563	2,563	10,252	0.5%
EQUIP MAINT/REPAIRS	415	415	415	415	1,659	0.1%
EQUIP/FURNITURE PURCHASES EXPENSED	1,110	1,110	1,110	1,110	4,440	0.2%
AUTO EXPENSES	356	356	356	356	1,423	0.1%
AUTO INSURANCE	626	626	626	626	2,505	0.1%
CELLULAR/PAGER LEASES	2,521	2,521	2,521	2,521	10,084	0.4%
	7,591	7,591	7,591	7,591	30,363	1.3%

**TRI-CITY MENTAL HEALTH AUTHORITY  
MHSA-PEI OPERATING BUDGET  
FISCAL YEAR 2020-21**

	FY 20-21 QUARTERS				Budget FY 20-21	% to Rev
	1ST QRT	2ND QRT	3RD QRT	4TH QRT		
OTHER SERVICES AND SUPPLIES						
CONFERENCES, SEMINARS & RELATED COSTS	606	606	606	606	2,424	0.1%
MILEAGE REIMBURSEMENT	1,054	1,054	1,054	1,054	4,216	0.2%
PERSONNEL ADS	291	291	291	291	1,165	0.1%
PROFESSIONAL LIABILITY INSURANCE	2,230	2,230	2,230	2,230	8,920	0.4%
SECURITY EXPENSE	18,409	18,409	18,409	18,409	73,635	3.3%
DUES & SUBSCRIPTIONS	11,635	11,635	11,635	11,635	46,539	2.1%
OTHER SUPPLIES	842	842	842	842	3,369	0.1%
PRINTING	92	92	92	92	367	0.0%
CLIENT EXPENSES	219	219	219	219	874	0.0%
LAB COST	-	-	-	-	-	0.0%
AMBULANCE COSTS	-	-	-	-	-	0.0%
OFFICE SUPPLIES	601	601	601	601	2,404	0.1%
POSTAGE	49	49	49	49	195	0.0%
RECORD DESTRUCTION	-	-	-	-	-	0.0%
TELEPHONE EXPENSES	2,269	2,269	2,269	2,269	9,075	0.4%
COMPUTER SYSTEMS CONNECTIONS	5,818	5,818	5,818	5,818	23,272	1.0%
DATA PROCESSING/LICENSES	570	570	570	570	2,280	0.1%
IT RELATED EXPENSES-Consulting/Training	-	-	-	-	-	0.0%
MISCELLANEOUS (OPERATING RESERVE)	3,114	3,114	3,114	3,114	12,456	0.6%
	47,798	47,798	47,798	47,798	191,191	8.5%
SPECIFIC COSTS						
PROGRAMS:						
CLIENT SUPPORT COSTS	-	-	-	-	-	0.0%
UNIQUE MHSA PROGRAM RELATED COSTS	153	153	153	153	611	0.0%
COMMUNITY GRANTS	20,000	20,000	20,000	20,000	80,000	3.6%
WET--LEARNING & OUTREACH	-	-	-	-	-	0.0%
PROFESSIONAL SERVICES	10,675	10,675	10,675	10,675	42,700	1.9%
ADMINISTRATIVE:						
DIRECTORS & OFFICERS INSURANCE	734	734	734	734	2,936	0.1%
PROFESSIONAL SERVICES	-	-	-	-	-	0.0%
ATTORNEY FEES	-	-	-	-	-	0.0%
BANK FEES	32	32	32	32	129	0.0%
AUDIT FEES	799	799	799	799	3,196	0.1%
	32,393	32,393	32,393	32,393	129,572	5.8%
DEPRECIATION AND AMORT	1,105	1,105	1,105	1,105	4,419	0.2%
<b>TOTAL COSTS</b>	<b>537,045</b>	<b>537,045</b>	<b>537,045</b>	<b>537,045</b>	<b>2,148,179</b>	<b>95.4%</b>
<b>INCOME (LOSS) FROM OPERATIONS</b>	<b>\$ 26,089</b>	<b>\$ 26,089</b>	<b>\$ 26,089</b>	<b>\$ 26,089</b>	<b>\$ 104,355</b>	<b>4.6%</b>

TRI-CITY MENTAL HEALTH AUTHORITY  
MHS-A-PREVENTION AND EARLY INTERVENTION (PEI) OPERATING BUDGET BY PROGRAM  
FISCAL YEAR 2020-21

	COMMUNITY CAPACITY BUILDING	OLDER ADULT WELLBEING	TAY-ADULT WELLBEING	FAMILY WELLBEING	NAMI	HOUSING STABILITY	THERAPEUTIC COMMUNITY GARDENING	EARLY PSYCHOSIS	ADMIN PEI	TOTAL
<b>REVENUE</b>										
MEDI-CAL ADULT FFP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MEDI-CAL CHILDREN FFP	-	-	-	-	-	-	-	-	-	-
MEDI-CAL CHILDREN EPSDT--STATE REALIGNMENT	-	-	-	-	-	-	-	-	-	-
MEDICARE	-	-	-	-	-	-	-	-	-	-
PATIENT FEES/INSURANCE	-	-	-	-	-	-	-	-	-	-
MHSA FUNDING	494,874	150,706	141,828	90,504	35,500	196,546	316,515	157,180	633,881	2,217,534
CITY SHARE - LA VERNE	-	-	-	-	-	-	-	-	-	-
CITY SHARE - CLAREMONT	-	-	-	-	-	-	-	-	-	-
CITY SHARE - POMONA	-	-	-	-	-	-	-	-	-	-
GRANTS	-	-	-	-	-	-	-	-	-	-
INTEREST INCOME	-	-	-	-	-	-	-	-	35,000	35,000
RENTAL AND OTHER INCOME	-	-	-	-	-	-	-	-	-	-
ESTIMATED M/C DENIALS/DISALLOWANCE	-	-	-	-	-	-	-	-	-	-
<b>TOTAL REVENUES</b>	<b>494,874</b>	<b>150,706</b>	<b>141,828</b>	<b>90,504</b>	<b>35,500</b>	<b>196,546</b>	<b>316,515</b>	<b>157,180</b>	<b>668,881</b>	<b>2,252,534</b>
<b>EXPENSES</b>										
SALARY COSTS <i>FTE's</i>	3.9	1.3	1.3	1.0	-	1.8	2.9	1.2	3.1	16.5
SALARY AND WAGES	269,856	102,593	102,593	63,990	-	131,344	173,924	106,546	348,660	1,299,506
INSURANCE-Health/workers comp/life	43,450	17,118	17,118	11,270	-	20,896	27,725	17,538	56,968	212,083
RETIREMENT COSTS	32,055	12,111	12,111	7,840	-	15,335	20,494	12,581	41,117	153,644
PAYROLL TAXES	6,502	2,457	2,457	1,590	-	3,110	4,157	2,551	8,339	31,163
MISC COSTS	6,289	2,376	2,376	1,538	-	3,008	4,159	2,468	8,068	30,282
	358,152	136,655	136,655	86,228	-	173,693	230,459	141,684	463,152	1,726,678
<b>FACILITY COSTS</b>										
STORAGE LEASES	-	-	-	-	-	-	-	-	996	996
MORTGAGE INTEREST (2008 Garey)	-	-	-	-	-	-	-	-	-	-
FACILITY RENT	-	-	-	-	-	-	-	6,195	13,995	20,190
INTERCOMPANY FACILITY CHARGES	-	-	-	-	-	-	8,446	-	1,025	9,471
UTILITIES	2,792	1,470	-	-	-	1,371	2,591	-	1,035	9,259
BUILDING REPAIRS AND MAINTENANCE	1,810	953	-	-	-	892	1,993	1,651	1,203	8,502
JANITORIAL SERVICES & SUPPLIES	4,035	2,020	-	-	-	1,948	1,720	2,050	3,756	15,529
WASTE DISPOSAL	234	178	-	-	-	115	1,404	-	78	2,009
	8,871	4,621	-	-	-	4,326	16,154	9,896	22,088	65,956
<b>EQUIPMENT COSTS</b>										
EQUIPMENT RENTAL/LEASE	3,010	1,569	-	-	-	1,474	1,838	90	2,271	10,252
EQUIP MAINT/REPAIRS	623	-	-	-	-	201	402	-	433	1,659
EQUIP/FURNITURE PURCHASES EXPENSED	21	10	-	-	-	10	61	3,165	1,173	4,440
AUTO EXPENSES	-	-	-	-	-	1,394	-	-	29	1,423
AUTO INSURANCE	-	-	-	-	-	2,259	-	-	246	2,505
CELLULAR/PAGER LEASES	2,683	806	1,294	619	-	693	1,712	619	1,658	10,084
	6,337	2,385	1,294	619	-	6,031	4,013	3,874	5,810	30,363

**TRI-CITY MENTAL HEALTH AUTHORITY  
MHSA-PREVENTION AND EARLY INTERVENTION (PEI) OPERATING BUDGET BY PROGRAM  
FISCAL YEAR 2020-21**

	COMMUNITY CAPACITY BUILDING	OLDER ADULT WELLBEING	TAY-ADULT WELLBEING	FAMILY WELLBEING	NAMI	HOUSING STABILITY	THERAPEUTIC COMMUNITY GARDENING	EARLY PSYCHOSIS	ADMIN PEI	TOTAL
OTHER SERVICES AND SUPPLIES										
CONFERENCES, SEMINARS & RELATED COSTS	764	209	180	-	-	319	79	-	873	2,424
MILEAGE REIMBURSEMENT	-	543	1,691	248	-	1,160	365	-	209	4,216
PERSONNEL ADS	-	-	84	-	-	-	976	-	105	1,165
PROFESSIONAL LIABILITY INSURANCE	3,266	193	-	-	-	1,113	2,052	74	2,222	8,920
SECURITY EXPENSE	6,578	3,462	-	-	-	3,233	55,815	959	3,588	73,635
DUES & SUBSCRIPTIONS	-	-	-	-	-	-	8	-	46,531	46,539
OTHER SUPPLIES	356	186	572	226	-	176	787	246	820	3,369
PRINTING	-	-	-	107	-	-	234	16	10	367
CLIENT EXPENSES	-	-	-	560	-	125	189	-	-	874
LAB COST	-	-	-	-	-	-	-	-	-	-
AMBULANCE COSTS	-	-	-	-	-	-	-	-	-	-
OFFICE SUPPLIES	422	252	68	68	-	252	668	-	674	2,404
POSTAGE	-	-	-	-	-	-	-	-	195	195
RECORD DESTRUCTION	-	-	-	-	-	-	-	-	-	-
TELEPHONE EXPENSES	1,777	935	-	-	-	873	1,185	423	3,882	9,075
COMPUTER SYSTEMS CONNECTIONS	3,821	875	875	1,751	-	2,981	2,978	8	9,983	23,272
DATA PROCESSING/LICENSES	863	-	-	-	-	277	556	-	584	2,280
IT RELATED EXPENSES-Consulting/Training	-	-	-	-	-	-	-	-	-	-
MISCELLANEOUS (OPERATING RESERVE)	8,508	10	-	697	-	658	76	-	2,507	12,456
	<b>26,355</b>	<b>6,665</b>	<b>3,470</b>	<b>3,657</b>	<b>-</b>	<b>11,167</b>	<b>65,968</b>	<b>1,726</b>	<b>72,183</b>	<b>191,191</b>
SPECIFIC COSTS										
PROGRAMS:										
CLIENT SUPPORT COSTS	-	-	-	-	-	-	-	-	-	-
UNIQUE MHSA PROGRAM RELATED COSTS	611	-	-	-	-	-	-	-	-	611
COMMUNITY GRANTS	80,000	-	-	-	-	-	-	-	-	80,000
GRANTS	-	-	-	-	-	-	-	-	-	-
WET--LEARNING & OUTREACH	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	7,200	-	-	-	35,500	-	-	-	-	42,700
ADMINISTRATIVE:										
DIRECTORS & OFFICERS INSURANCE	-	-	-	-	-	-	-	-	2,936	2,936
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ATTORNEY FEES	-	-	-	-	-	-	-	-	-	-
BANK FEES	-	-	-	-	-	-	-	-	129	129
AUDIT FEES	-	-	-	-	-	-	-	-	3,196	3,196
	<b>87,811</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>35,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,261</b>	<b>129,572</b>
DEPRECIATION AND AMORT	2,287	385	385	-	-	-	-	-	1,362	4,419
<b>TOTAL COSTS</b>	<b>489,813</b>	<b>150,711</b>	<b>141,804</b>	<b>90,504</b>	<b>35,500</b>	<b>195,217</b>	<b>316,594</b>	<b>157,180</b>	<b>570,856</b>	<b>2,148,179</b>
<b>INCOME (LOSS) FROM OPERATIONS</b>	<b>\$ 5,061</b>	<b>\$ (5)</b>	<b>\$ 24</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,329</b>	<b>\$ (79)</b>	<b>\$ -</b>	<b>\$ 98,025</b>	<b>\$ 104,355</b>

**TRI-CITY MENTAL HEALTH AUTHORITY  
INNOVATION (INN) PROGRAM**

***PROPOSED***

**OPERATING BUDGET**

**FISCAL YEAR 2020-21**

**DRAFT**



# INNOVATION PLAN

## OPERATING BUDGET

### GENERAL & HISTORICAL INFORMATION

As noted prior years, there are several INN programs that have been approved, implemented and subsequently completed. INN projects are funded through the 5% of MHSA funds received and that are required to be allocated to INN annually. It is estimated that an additional \$552 thousand will be received/allocated to INN in fiscal 2020-21. As prescribed by code, prior to commencing expenditures on a specific project, the project must be approved not only by the Stakeholders and the Governing Board, but also by the State's Mental Health Services Oversight and Accountability Commission (OAC).

This current Innovation Plan includes only one project. This project was approved by the Governing Board in June 2018 and approved by the State's Mental Health Services Oversight and Accountability Commission (OAC) in September of 2018. The name of this project is the INN Help at Hand and originally named Technology Suite project. The Cognitive Remediation Treatment (CRT) project (the most recently completed project) was completed during Fiscal Year 2018-19.

The INN Help at Hand (Technology Suite) project was originally approved by the OAC as a three year project (and then later extended to a 5-year project by the OAC) and the intention of the project is to engage in a joint, multi-county Innovation project which explores the impact and effectiveness of a technology-based mental health approach to providing services. The primary purpose of this project is to increase access to mental health care by providing a non-traditional system for individuals who may be reluctant to access services through a more formal clinical setting. Through the use of computers, tablets and smartphones, community members will be able to access a suite of technology-based mental health services focused on prevention, early intervention, and family and social support with the intent to: decrease emergency care services; reduce psychiatric hospitalizations; and reduce the duration of untreated mental illness. More details are included in the Innovation Project Plan document posted on Tri-City's website.

While there are no other projects currently being implemented or ready to be presented for approval by the OAC, two new projects were introduced earlier in the year, however delayed for the time being to allow time to evaluate the needs of the community post COVID-19.

### REVENUE

1. **MHSA Funding.** MHSA funding represents the amount of funds projected to be expended in fiscal 2020-21, which are amounts that within the overall Innovation Plan that was originally approved by the OAC and updated in the MHSA 2020-21 Annual Plan which has been recommended for approval by the Governing Board at the scheduled June 2020 Governing Board Meeting.
2. **Interest Income.** Interest income is projected based on expected average cash balances.

## OPERATING EXPENSES

1. **Salary Costs.** Salary and Wages of \$174 thousand include \$155 thousand of direct staff salaries and \$43 thousand of administrative salaries. The costs were based on expected staffing requirements of each program, which includes projected staff time to be spent in conjunction with the development of INN programs. In addition, salaries and benefits for Tri-City's Executive and Senior Management team and administrative staff who serve the entire Agency, have been allocated to INN programs, based on a methodology that reflects the staffing proportions of the Agency. The projected staffing in FTEs are projected as follows:

- a. INN Technology Suite – 1.5 FTEs
- b. Administration-INN – .3 FTEs

All other salary costs, including insurance, retirement, and payroll taxes are based on the historical cost as a relationship to base salary and wages.

2. **Facility Costs.** Facility costs represent the costs of maintaining space to house the projected staffing and include intercompany facility charges for use of facilities, and maintenance costs. These costs were projected based on market rate per square foot and expected space required for each program by FTE.

3. **Equipment Costs.** This amount reflects the anticipated equipment costs of cellular phones and related fees required for each program.

4. **Other Service and Supply Costs.** Other service and supply costs are projected based on Tri-City's historical percentage relationship of costs incurred as a percentage to salary costs. In addition, certain projected costs include costs for seminars and training related costs for employees working on INN programs. The major costs included in this category are as follows:

- a. Conference, Seminar and Related Costs. These costs represent anticipated conferences/training of existing and new personnel.
- b. Security Expense. These costs represent the cost of contracting on-site security guards during business hours at various Tri-City locations including the Clinics. The costs are then proportionately allocated to each of the programs by location and staff.
- c. Dues and Subscriptions. These costs include dues for industry associations, dues and renewals for professional licenses and dues for computer program support.
- d. Office Supplies, Other Supplies and Telephone Costs. These costs are projected based on Tri-City's historical percentage relationship of costs as a percent of salary cost.
- e. Computer Systems Connections. The computer systems/IT related expenses represent the estimated cost specifically associated with the projected computer systems that will be required for the current project.
- f. Miscellaneous Costs. This amount is primarily used for any operating category that may be in excess of the original budgeted amount. This amount was also estimated as

administrative costs that will be associated with implementing the INN Technology Suite Project.

5. **Specific Costs.** This includes amounts identified as specific program expenses and administrative costs.
  - a. Unique MHSa Program Related Costs. These program specific cost are unique costs related to a program or project.
  - b. Professional Services. This amount for professional services is specifically related to the INN Technology Suite Project and are estimated for it's implementation, and will be paid to a third party via a Participation Agreement (after it is fully executed) with the California Mental Health Services Authority which was authorized at the Governing Board Meeting on November 14, 2018. The \$74 thousand in costs identified within the INN Technology Suite are estimated for peer salaries and stipends for listeners and liasons related directly with the implementation of the Help at Hand/Technology Suite Project.

DRAFT

TRI-CITY MENTAL HEALTH AUTHORITY  
MHSa-INN OPERATING BUDGET  
FISCAL YEAR 2020-21

	FY 20-21 QUARTERS				Budget FY 20-21	% to Rev
	1ST QRT	2ND QRT	3RD QRT	4TH QRT		
<b>REVENUE</b>						
MEDI-CAL ADULT FFP	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
MEDI-CAL CHILDREN FFP	-	-	-	-	-	0.0%
MEDI-CAL CHILDREN EPSDT--STATE	-	-	-	-	-	0.0%
REALIGNMENT	-	-	-	-	-	0.0%
MEDICARE	-	-	-	-	-	0.0%
PATIENT FEES/INSURANCE	-	-	-	-	-	0.0%
MHSa FUNDING	79,110	79,110	79,110	79,110	316,438	94.6%
GRANTS	-	-	-	-	-	0.0%
INTEREST INCOME	4,500	4,500	4,500	4,500	18,000	5.4%
RENTAL AND OTHER INCOME	-	-	-	-	-	0.0%
ESTIMATED M/C DENIALS/DISALLOWANCE	-	-	-	-	-	0.0%
<b>TOTAL REVENUES</b>	<b>83,610</b>	<b>83,610</b>	<b>83,610</b>	<b>83,610</b>	<b>334,438</b>	<b>100.0%</b>
<b>EXPENSES</b>						
<b>SALARY COSTS</b>						
SALARY AND WAGES	43,501	43,501	43,501	43,501	174,003	52.0%
INSURANCE-Health/workers comp/life	7,026	7,026	7,026	7,026	28,103	8.4%
RETIREMENT COSTS	5,099	5,099	5,099	5,099	20,394	6.1%
PAYROLL TAXES	1,034	1,034	1,034	1,034	4,137	1.2%
MISC COSTS	1,000	1,000	1,000	1,000	4,000	1.2%
	57,659	57,659	57,659	57,659	230,637	69.0%
<b>FACILITY COSTS</b>						
STORAGE LEASES	37	37	37	37	146	0.0%
MORTGAGE INTEREST (2008 Garey)	-	-	-	-	-	0.0%
FACILITY RENT	514	514	514	514	2,054	0.6%
INTERCOMPANY FACILITY CHARGES	42	42	42	42	168	0.1%
UTILITIES	34	34	34	34	135	0.0%
BUILDING REPAIRS AND MAINTENANCE	41	41	41	41	163	0.0%
JANITORIAL SERVICES & SUPPLIES	135	135	135	135	541	0.2%
WASTE DISPOSAL	3	3	3	3	12	0.0%
	805	805	805	805	3,219	1.0%
<b>EQUIPMENT COSTS</b>						
EQUIPMENT RENTAL/LEASE	90	90	90	90	361	0.1%
EQUIP MAINT/REPAIRS	14	14	14	14	55	0.0%
EQUIP/FURNITURE PURCHASES EXPENSED	30	30	30	30	121	0.0%
INTERCOMPANY EQUIP/SOFTWARE CHARGES (INCOME)	-	-	-	-	-	0.0%
AUTO EXPENSES	1	1	1	1	2	0.0%
AUTO INSURANCE	9	9	9	9	37	0.0%
CELLULAR/PAGER LEASES	159	159	159	159	635	0.2%
	303	303	303	303	1,211	0.4%

**TRI-CITY MENTAL HEALTH AUTHORITY  
MHS-A-INN OPERATING BUDGET  
FISCAL YEAR 2020-21**

	FY 20-21 QUARTERS				Budget FY 20-21	% to Rev
	1ST QRT	2ND QRT	3RD QRT	4TH QRT		
<b>OTHER SERVICES AND SUPPLIES</b>						
CONFERENCES, SEMINARS & RELATED COSTS	195	195	195	195	781	0.2%
MILEAGE REIMBURSEMENT	12	12	12	12	49	0.0%
PERSONNEL ADS	127	127	127	127	506	0.2%
PROFESSIONAL LIABILITY INSURANCE	82	82	82	82	326	0.1%
SECURITY EXPENSE	130	130	130	130	521	0.2%
DUES & SUBSCRIPTIONS	68	68	68	68	273	0.1%
OTHER SUPPLIES	26	26	26	26	104	0.0%
PRINTING	47	47	47	47	189	0.1%
CLIENT EXPENSES	-	-	-	-	-	0.0%
LAB COST	-	-	-	-	-	0.0%
AMBULANCE COSTS	-	-	-	-	-	0.0%
OFFICE SUPPLIES	154	154	154	154	615	0.2%
POSTAGE	6	6	6	6	25	0.0%
RECORD DESTRUCTION	-	-	-	-	-	0.0%
TELEPHONE EXPENSES	136	136	136	136	543	0.2%
COMPUTER SYSTEMS CONNECTIONS	250	250	250	250	999	0.3%
DATA PROCESSING/LICENSES	25	25	25	25	98	0.0%
IT RELATED EXPENSES-Consulting/Training	-	-	-	-	-	0.0%
MISCELLANEOUS (OPERATING RESERVE)	234	234	234	234	937	0.3%
	<b>1,492</b>	<b>1,492</b>	<b>1,492</b>	<b>1,492</b>	<b>5,966</b>	<b>1.8%</b>
<b>SPECIFIC COSTS</b>						
<b>PROGRAMS:</b>						
CLIENT SUPPORT COSTS	-	-	-	-	-	0.0%
UNIQUE MHS-A PROGRAM RELATED COSTS	-	-	-	-	-	0.0%
COMMUNITY GRANTS	-	-	-	-	-	0.0%
WET--LEARNING & OUTREACH	-	-	-	-	-	0.0%
PROFESSIONAL SERVICES	18,462	18,462	18,462	18,462	73,849	22.1%
<b>ADMINISTRATIVE:</b>						
DIRECTORS & OFFICERS INSURANCE	-	-	-	-	-	0.0%
PROFESSIONAL SERVICES	-	-	-	-	-	0.0%
ATTORNEY FEES	-	-	-	-	-	0.0%
BANK FEES	6	6	6	6	25	0.0%
AUDIT FEES	-	-	-	-	-	0.0%
	<b>18,469</b>	<b>18,469</b>	<b>18,469</b>	<b>18,469</b>	<b>73,874</b>	<b>22.1%</b>
<b>DEPRECIATION AND AMORT</b>	49	49	49	49	197	0.1%
<b>TOTAL COSTS</b>	<b>78,776</b>	<b>78,776</b>	<b>78,776</b>	<b>78,776</b>	<b>315,104</b>	<b>94.2%</b>
<b>INCOME (LOSS) FROM OPERATIONS</b>	<b>\$ 4,834</b>	<b>\$ 4,834</b>	<b>\$ 4,834</b>	<b>\$ 4,834</b>	<b>\$ 19,334</b>	<b>5.8%</b>

**TRI-CITY MENTAL HEALTH AUTHORITY  
MHS-A-INNOVATIONS (INN) OPERATING BUDGET BY PROGRAM  
FISCAL YEAR 2020-21**

	Technology Suite	INN ADMIN	TOTAL
<b>REVENUE</b>			
MEDI-CAL ADULT FFP	\$ -	\$ -	\$ -
MEDI-CAL CHILDREN FFP		-	-
MEDI-CAL CHILDREN EPSDT--STATE		-	-
REALIGNMENT		-	-
MEDICARE		-	-
PATIENT FEES/INSURANCE		-	-
MHSA FUNDING	249,981	66,457.00	316,438
GRANTS		-	-
INTEREST INCOME	-	18,000	18,000
RENTAL AND OTHER INCOME		-	-
ESTIMATED M/C DENIALS/DISALLOWANCE		-	-
<b>TOTAL REVENUES</b>	<b>249,981</b>	<b>84,457</b>	<b>334,438</b>
<b>EXPENSES</b>			
SALARY COSTS <i>FTE's</i>	<i>1.5</i>	<i>0.3</i>	<i>1.8</i>
SALARY AND WAGES	130,572	43,431	174,003
INSURANCE-Health/workers comp/life	21,055	7,048	28,103
RETIREMENT COSTS	15,312	5,082	20,394
PAYROLL TAXES	3,106	1,031	4,137
MISC COSTS	3,004	996	4,000
	<b>173,049</b>	<b>57,588</b>	<b>230,637</b>
<b>FACILITY COSTS</b>			
STORAGE LEASES	-	146	146
MORTGAGE INTEREST (2008 Garey)	-	-	-
FACILITY RENT	-	2,054	2,054
INTERCOMPANY FACILITY CHARGES	-	168	168
UTILITIES	-	135	135
BUILDING REPAIRS AND MAINTENANCE	-	163	163
JANITORIAL SERVICES & SUPPLIES	-	541	541
WASTE DISPOSAL	-	12	12
	-	<b>3,219</b>	<b>3,219</b>
<b>EQUIPMENT COSTS</b>			
EQUIPMENT RENTAL/LEASE	-	361	361
EQUIP MAINT/REPAIRS	-	55	55
EQUIP/FURNITURE PURCHASES EXPENSED	-	121	121
AUTO EXPENSES	-	2	2
AUTO INSURANCE	-	37	37
CELLULAR/PAGER LEASES	414	221	635
	<b>414</b>	<b>797</b>	<b>1,211</b>

**TRI-CITY MENTAL HEALTH AUTHORITY  
MHS-A-INNOVATIONS (INN) OPERATING BUDGET BY PROGRAM  
FISCAL YEAR 2020-21**

	Technology Suite	INN ADMIN	TOTAL
OTHER SERVICES AND SUPPLIES			
CONFERENCES, SEMINARS & RELATED COSTS	664	117	781
MILEAGE REIMBURSEMENT	-	49	49
PERSONNEL ADS	500	6	506
PROFESSIONAL LIABILITY INSURANCE	-	326	326
SECURITY EXPENSE	-	521	521
DUES & SUBSCRIPTIONS	-	273	273
OTHER SUPPLIES	-	104	104
PRINTING	189	-	189
CLIENT EXPENSES	-	-	-
LAB COST	-	-	-
AMBULANCE COSTS	-	-	-
OFFICE SUPPLIES	414	201	615
POSTAGE	-	25	25
RECORD DESTRUCTION	-	-	-
TELEPHONE EXPENSES	-	543	543
COMPUTER SYSTEMS CONNECTIONS	-	999	999
DATA PROCESSING/LICENSES	-	98	98
IT RELATED EXPENSES-Consulting/Training	-	-	-
MISCELLANEOUS (OPERATING RESERVE)	-	937	937
	1,767	4,199	5,966
SPECIFIC COSTS			
PROGRAMS:			
CLIENT SUPPORT COSTS	-	-	-
UNIQUE MHS-A PROGRAM RELATED COSTS	-	-	-
COMMUNITY GRANTS	-	-	-
WET-LEARNING & OUTREACH	-	-	-
PROFESSIONAL SERVICES	73,849	-	73,849
ADMINISTRATIVE:			
DIRECTORS & OFFICERS INSURANCE	-	-	-
PROFESSIONAL SERVICES	-	-	-
ATTORNEY FEES	-	-	-
BANK FEES	-	25	25
AUDIT FEES	-	-	-
	73,849	25	73,874
DEPRECIATION AND AMORT	-	197	197
<b>TOTAL COSTS</b>	<b>249,079</b>	<b>66,025</b>	<b>315,104</b>
<b>INCOME (LOSS) FROM OPERATIONS</b>	<b>\$ 902</b>	<b>\$ 18,432</b>	<b>\$ 19,334</b>

**TRI-CITY MENTAL HEALTH AUTHORITY  
WORKFORCE, EDUCATION AND TRAINING (WET) PROGRAM**

***PROPOSED***

**OPERATING BUDGET**

**FISCAL YEAR 2020-21**

**DRAFT**



# WET PLAN

## OPERATING BUDGET

### GENERAL & HISTORICAL INFORMATION

As noted previously, the WET Plan includes two programs that were originally approved in fiscal 2012-13 and began implementation in the third quarter of fiscal 2012-13 (refer to the MHSA Program Operations document for program descriptions):

- Learning and Improvement
- Volunteers and Future Employees

The funding for these programs include initial funds that had been previously transferred to the WET Plan from the CSS Plan. At the end of fiscal 2010-11, Tri-City received approximately \$1.1 million of one-time WET MHSA allocations. The original approved WET plan included two programs and through MHSA Annual Updates and annual Stakeholder involvement, the original \$1.1 million were approved and expended over several years by the end of fiscal 2015-16. Once these funds had been exhausted, a new transfer would have been required to continue the existing programs. As such, through MHSA Annual Updates and the Stakeholder process, the amount of \$450 thousand was transferred from the CSS Plan to the WET Plan during the Fiscal Year 2016-17 MHSA Annual Update process, and \$400 thousand during the Fiscal Year 2018-19 Annual Update process. These transfers were recommended and approved to continue the above noted programs and to provide continuing training and hire additional staff to support workforce development. This would also include specialized training needed due to continuing changes in county mental health/specialty mental health and as a result of the Affordable Care Act and Medicaid reform.

Toward the end of fiscal year 2018-19, an additional transfer of \$600,000 from the CSS Plan to the WET Plan was approved by the stakeholders and the Governing Board. This transfer was made as a result of one-time excess funds identified.

### REVENUE

Tri-City's operating budget is prepared using the full-accrual method of accounting. Revenues reflected within the operating budget section represent revenues projected to be generated during this budget fiscal year and do not necessarily represent actual inflows of cash, however the Cash Flow Budget would reflect actual cash projected to be collected. Existing funds already on hand would then not be reflected as new or generated revenues in the operating budget.

1. **MHSA Funding.** MHSA funding represents the amount of funds approved to be expended in fiscal 2020-21. Although there are funds available for spending in the WET Plan, these amounts have already been previously recognized as revenue within the CSS Plan. As noted above, dollars allocated to the WET Plan are one-time funds and in order to continue programming within the WET Plan, funds are required to be transferred in from the CSS plan. Pursuant to the Welfare and Institutions Code Section 5892(b), Counties may use a portion of their CSS funds for WET. Recognition of revenue occurs during the time period in

which the funds received were originally approved for use, and as such, the actual expenditures may lag and occur at a later time. As a result, no revenues are expected to be presented in the operating budget for the WET Plan, with the exception of interest revenue projected to be earned in fiscal year 2020-21.

2. **Interest Income.** Interest income is projected based on expected average cash balances.

## OPERATING EXPENSES

1. **Salary Costs.** Salary and Wages of \$128 thousand include \$85 thousand of direct provider staff salaries and \$44 thousand of administrative salaries. The costs were based on expected staffing requirements of each program and as considered during the stakeholder's process and included in the WET plan. In addition, salaries and benefits for Tri-City's Executive and Senior Management team and administrative staff who serve the entire Agency, have been allocated to WET programs based on staffing proportions of the Agency and by specific program. The projected staffing is as follows:

- a. Learning and Improvement – 0.8 FTE for the WET Coordinator.
- b. Volunteers & Future Employees– 0.3 FTE includes an allocation of the WET Coordinator.
- c. Administration-WET – 0.2 FTE includes an allocation of Administrative support which includes an allocation of combined executive and administrative personnel costs.

All other salary costs, including insurance, retirement, and payroll taxes are based on the historical cost as a relationship to base salary and wages.

2. **Facility Costs.** Facility costs represent the allocation of rent and other facility related expenses for the space required for current staffing.
3. **Equipment Costs.** This amount reflects the anticipated costs of equipment, cellular phones and related fees required for each program.
4. **Other Service and Supply Costs.** Other service and supply costs are projected based on Tri-City's best estimates however primarily utilizing past experience. The major costs included in this category are as follows:
  - a. Conference, Seminar & Related Costs. These costs represent anticipated supplemental training of personnel, as well as the requirement of the MHSAs administrative staff attending educational and MHSAs specific conferences and seminars, in addition to travel costs related to these trainings.
  - a. Transportation and Mileage Costs. These costs include the anticipated costs to be incurred by the WET program staff, since the programs will require community outreach.
  - b. Personnel Ads. These projected costs are consistent with prior year and are for the recruitment of volunteers and future employees.

- c. Professional Liability Insurance Costs. These costs represent the anticipated cost of professional liability insurance for staff and are based on Tri-City's historical cost as it relates to salary costs.
  - d. Security Expense. These costs represent the cost of contracting on-site security guards during business hours at various Tri-City locations. The costs are then proportionately allocated to each of the programs by location and staff.
  - e. Computer Systems Connections. The computer systems expenses represent the cost of upgrading hardware and connectivity. This includes the professional fees that may be paid to IT specialists. This would also include fees associated with a risk assessment of IT systems (for both software and hardware) which are included in IT Related Expenses, in order to comply with recent regulations.
  - f. Miscellaneous Costs. This amount is projected for use on operating categories that may be in excess of the original budgeted amount and estimated based on past experience.
5. **Specific Costs.** This includes amounts identified as specific program expenses.
- a. WET Program Learning and Outreach (Staff Development and Mental Health Recruitment Costs). These costs include costs to 1) train the Tri-City clinical staff and enhance their development in the provision of mental health services, and 2) to implement and continue outreach programs to colleges and schools to educate and recruit future community mental health workers. In addition, these amounts include costs of software updates required for data collection and educational programs.

DRAFT

**TRI-CITY MENTAL HEALTH AUTHORITY  
MHA-WET OPERATING BUDGET  
FISCAL YEAR 2020-21**

	FY 19-20 QUARTERS				Budget FY 20-21	% to Rev
	1ST QRT	2ND QRT	3RD QRT	4TH QRT		
<b>REVENUE</b>						
MEDI-CAL ADULT FFP	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
MEDI-CAL CHILDREN FFP	-	-	-	-	-	0.0%
MEDI-CAL CHILDREN EPSDT--STATE	-	-	-	-	-	0.0%
REALIGNMENT	-	-	-	-	-	0.0%
MEDICARE	-	-	-	-	-	0.0%
PATIENT FEES/INSURANCE	-	-	-	-	-	0.0%
MHA FUNDING	-	-	-	-	-	0.0%
GRANTS	-	-	-	-	-	0.0%
INTEREST INCOME	2,000	2,000	2,000	2,000	8,000	100.0%
RENTAL AND OTHER INCOME	-	-	-	-	-	0.0%
ESTIMATED M/C DENIALS/DISALLOWANCE	-	-	-	-	-	0.0%
<b>TOTAL REVENUES</b>	<b>2,000</b>	<b>2,000</b>	<b>2,000</b>	<b>2,000</b>	<b>8,000</b>	<b>100.0%</b>
<b>EXPENSES</b>						
<b>SALARY COSTS</b>						
SALARY AND WAGES	32,115	32,115	32,115	32,115	128,460	1605.8%
INSURANCE-Health/workers comp/life	5,241	5,241	5,241	5,241	20,962	262.0%
RETIREMENT COSTS	3,801	3,801	3,801	3,801	15,205	190.1%
PAYROLL TAXES	771	771	771	771	3,085	38.6%
MISC COSTS	746	746	746	746	2,982	37.3%
	42,674	42,674	42,674	42,674	170,694	2133.7%
<b>FACILITY COSTS</b>						
STORAGE LEASES	46	46	46	46	185	2.3%
MORTGAGE INTEREST (2008 Garey)	-	-	-	-	-	0.0%
FACILITY RENT	658	658	658	658	2,632	32.9%
INTERCOMPANY FACILITY CHARGES	16	16	16	16	62	0.8%
UTILITIES	296	296	296	296	1,183	14.8%
BUILDING REPAIRS AND MAINTENANCE	240	240	240	240	961	12.0%
JANITORIAL SERVICES & SUPPLIES	522	522	522	522	2,089	26.1%
WASTE DISPOSAL	24	24	24	24	96	1.2%
	1,802	1,802	1,802	1,802	7,208	90.1%
<b>EQUIPMENT COSTS</b>						
EQUIPMENT RENTAL/LEASE	372	372	372	372	1,489	18.6%
EQUIP MAINT/REPAIRS	53	53	53	53	212	2.7%
EQUIP/FURNITURE PURCHASES EXPENSED	103	103	103	103	410	5.1%
INTERCOMPANY EQUIP/SOFTWARE CHARGES (INCOME)	-	-	-	-	-	0.0%
AUTO EXPENSES	2	2	2	2	6	0.1%
AUTO INSURANCE	12	12	12	12	47	0.6%
CELLULAR/PAGER LEASES	505	505	505	505	2,019	25.2%
	1,046	1,046	1,046	1,046	4,183	52.3%

**TRI-CITY MENTAL HEALTH AUTHORITY  
MHA-WET OPERATING BUDGET  
FISCAL YEAR 2020-21**

	FY 19-20 QUARTERS				Budget FY 20-21	% to Rev
	1ST QRT	2ND QRT	3RD QRT	4TH QRT		
OTHER SERVICES AND SUPPLIES						
CONFERENCES, SEMINARS & RELATED COSTS	152	152	152	152	607	7.6%
MILEAGE REIMBURSEMENT	13	13	13	13	53	0.7%
PERSONNEL ADS	1,064	1,064	1,064	1,064	4,257	53.2%
PROFESSIONAL LIABILITY INSURANCE	478	478	478	478	1,910	23.9%
SECURITY EXPENSE	752	752	752	752	3,009	37.6%
DUES & SUBSCRIPTIONS	134	134	134	134	535	6.7%
OTHER SUPPLIES	96	96	96	96	385	4.8%
PRINTING	48	48	48	48	191	2.4%
CLIENT EXPENSES	-	-	-	-	-	0.0%
LAB COST	-	-	-	-	-	0.0%
AMBULANCE COSTS	-	-	-	-	-	0.0%
OFFICE SUPPLIES	60	60	60	60	240	3.0%
POSTAGE	8	8	8	8	33	0.4%
RECORD DESTRUCTION	-	-	-	-	-	0.0%
TELEPHONE EXPENSES	336	336	336	336	1,342	16.8%
COMPUTER SYSTEMS CONNECTIONS	422	422	422	422	1,687	21.1%
DATA PROCESSING/LICENSES	77	77	77	77	308	3.9%
IT RELATED EXPENSES-Consulting/Training	-	-	-	-	-	0.0%
MISCELLANEOUS (OPERATING RESERVE)	134	134	134	134	537	6.7%
	<b>3,774</b>	<b>3,774</b>	<b>3,774</b>	<b>3,774</b>	<b>15,094</b>	<b>188.7%</b>
SPECIFIC COSTS						
PROGRAMS:						
CLIENT SUPPORT COSTS	-	-	-	-	-	0.0%
UNIQUE MHA PROGRAM RELATED COSTS	-	-	-	-	-	0.0%
COMMUNITY GRANTS	-	-	-	-	-	0.0%
WET--LEARNING & OUTREACH	38,600	38,600	38,600	38,600	154,400	1930.0%
PROFESSIONAL SERVICES	-	-	-	-	-	0.0%
ADMINISTRATIVE:						
DIRECTORS & OFFICERS INSURANCE	-	-	-	-	-	0.0%
PROFESSIONAL SERVICES	-	-	-	-	-	0.0%
ATTORNEY FEES	-	-	-	-	-	0.0%
BANK FEES	6	6	6	6	23	0.3%
AUDIT FEES	-	-	-	-	-	0.0%
	<b>38,606</b>	<b>38,606</b>	<b>38,606</b>	<b>38,606</b>	<b>154,423</b>	<b>1930.3%</b>
DEPRECIATION AND AMORT	64	64	64	64	254	3.2%
<b>TOTAL COSTS</b>	<b>87,964</b>	<b>87,964</b>	<b>87,964</b>	<b>87,964</b>	<b>351,856</b>	<b>4398.2%</b>
<b>INCOME (LOSS) FROM OPERATIONS</b>	<b>\$ (85,964)</b>	<b>\$ (85,964)</b>	<b>\$ (85,964)</b>	<b>\$ (85,964)</b>	<b>\$ (343,856)</b>	<b>-4298.2%</b>

TRI-CITY MENTAL HEALTH AUTHORITY  
MNSA-WORKFORCE EDUCATION AND TRAINING (WET) OPERATING BUDGET BY PROGRAM  
FISCAL YEAR 2020-21

	VOLUNTEERS			TOTAL
	LEARNING & IMPROVEMENT	& FUTURE EMPLOYEES	WET ADMIN	
<b>REVENUE</b>				
MEDI-CAL ADULT FFP	\$ -	\$ -	\$ -	\$ -
MEDI-CAL CHILDREN FFP	-	-	-	-
MEDI-CAL CHILDREN EPSDT--STATE	-	-	-	-
REALIGNMENT	-	-	-	-
MEDICARE	-	-	-	-
PATIENT FEES/INSURANCE	-	-	-	-
MNSA FUNDING	-	-	-	-
CITY SHARE - LA VERNE	-	-	-	-
CITY SHARE - CLAREMONT	-	-	-	-
CITY SHARE - POMONA	-	-	-	-
GRANTS	-	-	-	-
INTEREST INCOME	-	-	8,000	8,000
RENTAL AND OTHER INCOME	-	-	-	-
ESTIMATED M/C DENIALS/DISALLOWANCE	-	-	-	-
<b>TOTAL REVENUES</b>	<b>-</b>	<b>-</b>	<b>8,000</b>	<b>8,000</b>
<b>EXPENSES</b>				
SALARY COSTS <i>FTE's</i>	<i>0.8</i>	<i>0.3</i>	<i>0.2</i>	<i>1.3</i>
SALARY AND WAGES	63,650	21,217	43,593	128,460
INSURANCE-Health/workers comp/life	10,350	3,450	7,162	20,962
RETIREMENT COSTS	7,592	2,531	5,082	15,205
PAYROLL TAXES	1,540	514	1,031	3,085
MISC COSTS	1,490	496	996	2,982
	<b>84,622</b>	<b>28,208</b>	<b>57,864</b>	<b>170,694</b>
<b>FACILITY COSTS</b>				
STORAGE LEASES	-	-	185	185
MORTGAGE INTEREST (2008 Garey)	-	-	-	-
FACILITY RENT	-	-	2,632	2,632
INTERCOMPANY FACILITY CHARGES	-	-	62	62
UTILITIES	980	-	203	1,183
BUILDING REPAIRS AND MAINTENANCE	637	-	324	961
JANITORIAL SERVICES & SUPPLIES	1,392	-	697	2,089
WASTE DISPOSAL	82	-	14	96
	<b>3,091</b>	<b>-</b>	<b>4,117</b>	<b>7,208</b>
<b>EQUIPMENT COSTS</b>				
EQUIPMENT RENTAL/LEASE	1,054	-	435	1,489
EQUIP MAINT/REPAIRS	144	-	68	212
EQUIP/FURNITURE PURCHASES EXPENSED	279	-	131	410
INTERCOMPANY EQUIP/SOFTWARE CHARGES (INCOME)	-	-	-	-
AUTO EXPENSES	-	-	6	6
AUTO INSURANCE	-	-	47	47
CELLULAR/PAGER LEASES	1,730	-	289	2,019
	<b>3,207</b>	<b>-</b>	<b>976</b>	<b>4,183</b>

**TRI-CITY MENTAL HEALTH AUTHORITY  
MHSa-WORKFORCE EDUCATION AND TRAINING (WET) OPERATING BUDGET BY PROGRAM  
FISCAL YEAR 2020-21**

	VOLUNTEERS			
	LEARNING & IMPROVEMENT	& FUTURE EMPLOYEES	WET ADMIN	TOTAL
OTHER SERVICES AND SUPPLIES				
CONFERENCES, SEMINARS & RELATED COSTS	281	180	146	607
MILEAGE REIMBURSEMENT	-	-	53	53
PERSONNEL ADS	-	4,241	16	4,257
PROFESSIONAL LIABILITY INSURANCE	795	697	418	1,910
SECURITY EXPENSE	2,308	-	701	3,009
DUES & SUBSCRIPTIONS	-	-	535	535
OTHER SUPPLIES	221	-	164	385
PRINTING	189	-	2	191
CLIENT EXPENSES	-	-	-	-
LAB COST	-	-	-	-
AMBULANCE COSTS	-	-	-	-
OFFICE SUPPLIES	123	-	117	240
POSTAGE	-	-	33	33
RECORD DESTRUCTION	-	-	-	-
TELEPHONE EXPENSES	623	-	719	1,342
COMPUTER SYSTEMS CONNECTIONS	-	-	1,687	1,687
DATA PROCESSING/LICENSES	199	-	109	308
IT RELATED EXPENSES-Consulting/Training	-	-	-	-
MISCELLANEOUS (OPERATING RESERVE)	6	-	531	537
	4,745	5,118	5,231	15,094
SPECIFIC COSTS				
PROGRAMS:				
CLIENT SUPPORT COSTS	-	-	-	-
UNIQUE MHSa PROGRAM RELATED COSTS	-	-	-	-
COMMUNITY GRANTS	-	-	-	-
WET--LEARNING & OUTREACH	154,400	-	-	154,400
PROFESSIONAL SERVICES	-	-	-	-
ADMINISTRATIVE:				
DIRECTORS & OFFICERS INSURANCE	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-
ATTORNEY FEES	-	-	-	-
BANK FEES	-	-	23	23
AUDIT FEES	-	-	-	-
	154,400	-	23	154,423
DEPRECIATION AND AMORT	-	-	254	254
<b>TOTAL COSTS</b>	<b>250,065</b>	<b>33,326</b>	<b>68,465</b>	<b>351,856</b>
<b>INCOME (LOSS) FROM OPERATIONS</b>	<b>\$ (250,065)</b>	<b>\$ (33,326)</b>	<b>\$ (60,465)</b>	<b>\$ (343,856)</b>

**TRI-CITY MENTAL HEALTH AUTHORITY  
CAPITAL FACILITIES & TECHNOLOGY NEEDS PLAN (CFTN)**

***PROPOSED***

**OPERATING BUDGET**

**FISCAL YEAR 2020-21**

**DRAFT**



# CAPITAL FACILITIES & TECHNOLOGY NEEDS PLAN (CFTN)

## OPERATING BUDGET

### GENERAL & HISTORICAL INFORMATION

At the end of fiscal 2010-11, Tri-City received approximately \$2.7 million of CFTN MHA allocations to be used for approved Capital Facility and Technology Needs projects. In May 2013 the Governing Board approved the initial CFTN plan which included three Technology Needs projects at a total projected expenditure of approximately \$1.1 million. Implementation of these projects began in June 2013 and were completed by the end of fiscal 2015-16. These initial projects *were*:

- Electronic Health Record Improvement and Systems Enhancement
- Consumer Access to Computing Resources
- Program Monitoring and Service Outcome Support

In March 2015 and in July of 2015, the CFTN plan was updated and approved by the Governing Board to utilize the remaining funds of approximately \$1.6 million for the purpose of a new Capital Facilities project which included the purchase and required improvements of an office building for MHA Administrative Professional staff. This project was completed during fiscal 2015-16.

As part of the MHA 2016-17 update, the amount of \$500 thousand was approved for transfer to the CFTN plan from the CSS plan. This amount was to be set aside for future capital facilities and technology projects that would need to first be identified and would be subject to approval by the Stakeholders and Governing Board. Toward the end of fiscal year 2018-19, an additional transfer of \$700,000 from the CSS Plan to the CFTN Plan was approved by the stakeholders and the Governing Board. This transfer was made as a result of one-time excess funds identified that would potentially be used for one-time capital improvement projects.

During Fiscal 2019-20 two separate projects were identified and proposed as CFTN projects. The two projects identified and since approved, are as follows:

1. Electrical Upgrade & Office Remodel
2. Capital Improvements to Therapeutic Community Garden

On March 18, 2020, the Governing Board approved Resolution 524, authorizing the expenditure of \$970,968 from its Capital Facilities and Technology Needs (CFTN) plan funds for Electrical Upgrades, Office Space Remodel and Capital Improvements. This budget includes the proposed and approved estimated expenditures in the total of \$970,968.

## REVENUE

Tri-City's operating budget is prepared using the full-accrual method of accounting. Revenues reflected within the operating budget section represent revenues projected to be generated during this budget fiscal year and do not necessarily represent actual inflows of cash, however the Cash Flow Budget would reflect actual cash projected to be collected. Existing funds already on hand would then not be reflected as new or generated revenues in the operating budget.

1. **MHSA Funding.** MHSA funding represents any additional amount of funds that have been approved for capital facilities or technology related projects. Although there is approximately \$1.2M dollars available to fund CTFN projects, these amounts have already been previously recognized as revenue within the CSS Plan. Recognition of revenue occurs during the time period in which the funds received were originally approved for use, as such, the actual expenditures may lag and occur at a later time. As such no revenues are expected within CFTN plan and therefore, with the exception of interest revenue, no other revenues are projected to be recognized for fiscal 2019-20.
2. **Interest Income.** Interest income, if any, is projected based on expected average cash balances.

## OPERATING EXPENSES

1. **Depreciation Expense.** Depreciation expense is projected to be approximately \$61 thousand which represents the remaining depreciation of equipment and furniture purchased and capitalized over the past years as well as the current projection of depreciation for the recent purchase of the office building and improvements.

## CAPITAL EXPENSES

1. **Capital Expenses.** The majority of the expenses that are expected to be incurred to implement the above noted projects will be all capital related and therefore would be presented within the Cash Flow Budget under the capital titled "Cash Flow From Capital and Related Financing Activities" and not within this section of the Operating Budget.

TRI-CITY MENTAL HEALTH AUTHORITY  
MHS-CAPITAL FACILITIES & TECHNOLOGY (CFTN) OPERATING BUDGET  
FISCAL YEAR 2020-21

	FY 20-21 QUARTERS				Budget FY 20-21	% to Rev
	1ST QRT	2ND QRT	3RD QRT	4TH QRT		
<b>REVENUE</b>						
MEDI-CAL ADULT FFP	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
MEDI-CAL CHILDREN FFP	-	-	-	-	-	0.0%
MEDI-CAL CHILDREN EPSDT--STATE	-	-	-	-	-	0.0%
REALIGNMENT	-	-	-	-	-	0.0%
MEDICARE	-	-	-	-	-	0.0%
PATIENT FEES/INSURANCE	-	-	-	-	-	0.0%
MHSA FUNDING	-	-	-	-	-	0.0%
GRANTS	-	-	-	-	-	0.0%
INTEREST INCOME	2,750	2,750	2,750	2,750	11,000	100.0%
RENTAL AND OTHER INCOME	-	-	-	-	-	0.0%
ESTIMATED M/C DENIALS/DISALLOWANCE	-	-	-	-	-	0.0%
<b>TOTAL REVENUES</b>	<b>2,750</b>	<b>2,750</b>	<b>2,750</b>	<b>2,750</b>	<b>11,000</b>	<b>100.0%</b>
<b>EXPENSES</b>						
<b>SALARY COSTS</b>						
SALARY AND WAGES	-	-	-	-	-	0.0%
INSURANCE-Health/workers comp/life	-	-	-	-	-	0.0%
RETIREMENT COSTS	-	-	-	-	-	0.0%
PAYROLL TAXES	-	-	-	-	-	0.0%
MISC COSTS	-	-	-	-	-	0.0%
<b>FACILITY COSTS</b>						
STORAGE LEASES	-	-	-	-	-	0.0%
MORTGAGE INTEREST (2008 Garey)	-	-	-	-	-	0.0%
FACILITY RENT	-	-	-	-	-	0.0%
INTERCOMPANY FACILITY CHARGES	-	-	-	-	-	0.0%
UTILITIES	-	-	-	-	-	0.0%
BUILDING REPAIRS AND MAINTENANCE	-	-	-	-	-	0.0%
JANITORIAL SERVICES & SUPPLIES	-	-	-	-	-	0.0%
WASTE DISPOSAL	-	-	-	-	-	0.0%
<b>EQUIPMENT COSTS</b>						
EQUIPMENT RENTAL/LEASE	-	-	-	-	-	0.0%
EQUIP MAINT/REPAIRS	-	-	-	-	-	0.0%
EQUIP/FURNITURE PURCHASES EXPENSED	-	-	-	-	-	0.0%
INTERCOMPANY EQUIP/SOFTWARE CHARGES (INCOME)	-	-	-	-	-	0.0%
AUTO EXPENSES	-	-	-	-	-	0.0%
AUTO INSURANCE	-	-	-	-	-	0.0%
CELLULAR/PAGER LEASES	-	-	-	-	-	0.0%
	-	-	-	-	-	0.0%

**TRI-CITY MENTAL HEALTH AUTHORITY  
MHSA-CAPITAL FACILITIES & TECHNOLOGY (CFTN) OPERATING BUDGET  
FISCAL YEAR 2020-21**

	FY 20-21 QUARTERS				Budget FY 20-21	% to Rev
	1ST QRT	2ND QRT	3RD QRT	4TH QRT		
OTHER SERVICES AND SUPPLIES						
CONFERENCES, SEMINARS & RELATED COSTS	-	-	-	-	-	0.0%
MILEAGE REIMBURSEMENT	-	-	-	-	-	0.0%
PERSONNEL ADS	-	-	-	-	-	0.0%
PROFESSIONAL LIABILITY INSURANCE	-	-	-	-	-	0.0%
SECURITY EXPENSE	-	-	-	-	-	0.0%
DUES & SUBSCRIPTIONS	-	-	-	-	-	0.0%
OTHER SUPPLIES	-	-	-	-	-	0.0%
PRINTING	-	-	-	-	-	0.0%
CLIENT EXPENSES	-	-	-	-	-	0.0%
LAB COST	-	-	-	-	-	0.0%
AMBULANCE COSTS	-	-	-	-	-	0.0%
OFFICE SUPPLIES	-	-	-	-	-	0.0%
POSTAGE	-	-	-	-	-	0.0%
RECORD DESTRUCTION	-	-	-	-	-	0.0%
TELEPHONE EXPENSES	-	-	-	-	-	0.0%
COMPUTER SYSTEMS CONNECTIONS	-	-	-	-	-	0.0%
DATA PROCESSING/LICENSES	-	-	-	-	-	0.0%
IT RELATED EXPENSES-Consulting/Training	-	-	-	-	-	0.0%
MISCELLANEOUS (OPERATING RESERVE)	-	-	-	-	-	0.0%
SPECIFIC COSTS						
PROGRAMS:						
CLIENT SUPPORT COSTS	-	-	-	-	-	0.0%
UNIQUE MHSA PROGRAM RELATED COSTS	-	-	-	-	-	0.0%
COMMUNITY GRANTS	-	-	-	-	-	0.0%
WET--LEARNING & OUTREACH	-	-	-	-	-	0.0%
PROFESSIONAL SERVICES	-	-	-	-	-	0.0%
ADMINISTRATIVE:						
DIRECTORS & OFFICERS INSURANCE	-	-	-	-	-	0.0%
PROFESSIONAL SERVICES	-	-	-	-	-	0.0%
ATTORNEY FEES	-	-	-	-	-	0.0%
BANK FEES	-	-	-	-	-	0.0%
AUDIT FEES	-	-	-	-	-	0.0%
DEPRECIATION AND AMORT	15,360	15,360	15,360	15,360	61,439	558.5%
<b>TOTAL COSTS</b>	<b>15,360</b>	<b>15,360</b>	<b>15,360</b>	<b>15,360</b>	<b>61,439</b>	<b>558.5%</b>
<b>INCOME (LOSS) FROM OPERATIONS</b>	<b>\$ (12,610)</b>	<b>\$ (12,610)</b>	<b>\$ (12,610)</b>	<b>\$ (12,610)</b>	<b>\$ (50,439)</b>	<b>-458.5%</b>

TRI-CITY MENTAL HEALTH AUTHORITY  
MHS-A-CAPITAL FACILITIES & TECHNOLOGY (CTFN) OPERATING BUDGET BY PROJECT  
FISCAL YEAR 2020-21

	ELECTRICAL UPGRADE & OFFICE SPACE REMODEL	CAPITAL IMPROVEMENT TO THERAPEUTIC COMMUNITY GARDEN	ADMINISTRATIVE PROFESSIONAL BUILDING	CTFN ADMIN	TOTAL
<b>REVENUE</b>					
MEDI-CAL ADULT FFP	\$ -	\$ -	\$ -	\$ -	\$ -
MEDI-CAL CHILDREN FFP	-	-	-	-	-
MEDI-CAL CHILDREN EPSDT--STATE REALIGNMENT	-	-	-	-	-
MEDICARE	-	-	-	-	-
PATIENT FEES/INSURANCE	-	-	-	-	-
MHSA FUNDING	-	-	-	-	-
CITY SHARE - LA VERNE	-	-	-	-	-
CITY SHARE - CLAREMONT	-	-	-	-	-
CITY SHARE - POMONA	-	-	-	-	-
GRANTS	-	-	-	-	-
INTEREST INCOME	-	-	-	11,000	11,000
RENTAL AND OTHER INCOME	-	-	-	-	-
ESTIMATED M/C DENIALS/DISALLOWANCE	-	-	-	-	-
<b>TOTAL REVENUES</b>				<b>11,000</b>	<b>11,000</b>
<b>EXPENSES</b>					
SALARY COSTS <i>FTE's</i>					
SALARY AND WAGES	-	-	-	-	-
INSURANCE-Health/workers comp/life	-	-	-	-	-
RETIREMENT COSTS	-	-	-	-	-
PAYROLL TAXES	-	-	-	-	-
MISC COSTS	-	-	-	-	-
FACILITY COSTS					
STORAGE LEASES	-	-	-	-	-
MORTGAGE INTEREST (2008 Garey)	-	-	-	-	-
FACILITY RENT	-	-	-	-	-
INTERCOMPANY FACILITY CHARGES	-	-	-	-	-
UTILITIES	-	-	-	-	-
BUILDING REPAIRS AND MAINTENANCE	-	-	-	-	-
JANITORIAL SERVICES & SUPPLIES	-	-	-	-	-
WASTE DISPOSAL	-	-	-	-	-
EQUIPMENT COSTS					
EQUIPMENT RENTAL/LEASE	-	-	-	-	-
EQUIP MAINT/REPAIRS	-	-	-	-	-
EQUIP/FURNITURE PURCHASES EXPENSED	-	-	-	-	-
INTERCOMPANY EQUIP/SOFTWARE CHARGES (INCOME)	-	-	-	-	-
AUTO EXPENSES	-	-	-	-	-
AUTO INSURANCE	-	-	-	-	-
CELLULAR/PAGER LEASES	-	-	-	-	-

DRAFT

TRI-CITY MENTAL HEALTH AUTHORITY  
MHS-CAPITAL FACILITIES & TECHNOLOGY (CTFN) OPERATING BUDGET BY PROJECT  
FISCAL YEAR 2020-21

	ELECTRICAL UPGRADE & OFFICE SPACE REMODEL	CAPITAL IMPROVEMENT TO THERAPEUTIC COMMUNITY GARDEN	ADMINISTRATIVE PROFESSIONAL BUILDING	CTFN ADMIN	TOTAL
OTHER SERVICES AND SUPPLIES					
CONFERENCES, SEMINARS & RELATED COSTS	-	-	-	-	-
MILEAGE REIMBURSEMENT	-	-	-	-	-
PERSONNEL ADS	-	-	-	-	-
PROFESSIONAL LIABILITY INSURANCE	-	-	-	-	-
SECURITY EXPENSE	-	-	-	-	-
DUES & SUBSCRIPTIONS	-	-	-	-	-
OTHER SUPPLIES	-	-	-	-	-
PRINTING	-	-	-	-	-
CLIENT EXPENSES	-	-	-	-	-
LAB COST	-	-	-	-	-
AMBULANCE COSTS	-	-	-	-	-
OFFICE SUPPLIES	-	-	-	-	-
POSTAGE	-	-	-	-	-
RECORD DESTRUCTION	-	-	-	-	-
TELEPHONE EXPENSES	-	-	-	-	-
COMPUTER SYSTEMS CONNECTIONS	-	-	-	-	-
DATA PROCESSING/LICENSES	-	-	-	-	-
IT RELATED EXPENSES-Consulting/Training	-	-	-	-	-
MISCELLANEOUS (OPERATING RESERVE)	-	-	-	-	-
SPECIFIC COSTS					
PROGRAMS:					
CLIENT SUPPORT COSTS	-	-	-	-	-
UNIQUE MHS-A PROGRAM RELATED COSTS	-	-	-	-	-
COMMUNITY GRANTS	-	-	-	-	-
WET--LEARNING & OUTREACH	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-
ADMINISTRATIVE:					
DIRECTORS & OFFICERS INSURANCE	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-
ATTORNEY FEES	-	-	-	-	-
BANK FEES	-	-	-	-	-
AUDIT FEES	-	-	-	-	-
DEPRECIATION AND AMORT	-	-	61,439	-	61,439
<b>TOTAL COSTS</b>	-	-	<b>61,439</b>	-	<b>61,439</b>
<b>INCOME (LOSS) FROM OPERATIONS</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (61,439)</b>	<b>\$ 11,000</b>	<b>\$ (50,439)</b>



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

**DATE:** July 15, 2020  
**TO:** Governing Board of Tri-City Mental Health Authority  
**FROM:** Toni Navarro, LMFT, Executive Director  
**SUBJECT:** Executive Director's Monthly Report

---

**TRI-CITY MENTAL HEALTH IS 60!**

On June 22, 1960, Tri-City Mental Health Authority was established, and fiscal year 1960-61 was its first year of operation. Whether you call it a birthday or an anniversary, Tri-City is now in its 60th year of operation!

Although the COVID-19 pandemic has thrown a wrench in the plans that were originally being planned for staff and the public this fiscal year, Tri-City Executive Team is still hoping to provide some celebratory events before the year is done. Moreover, Tri-City is planning to conduct a three-cities wide assessment in order to gain valuable stakeholder and community member feedback as to what is working well and where/what the agency can improve as it moves into its next decade of operation.

**GOVERNOR'S BUDGET REALIGNMENT BACKFILL**

On Tuesday, July 7th, Tri-City, via CBHDA, received a memo from the California State Association of Counties (CSAC) regarding the implementation of recently legislated Assembly Bill 89 that included this announcement:

*The Budget Act of 2020, enacted by Assembly Bill 89 (Chapter 7, Statutes of 2020), provides \$1 billion as a Realignment backfill for safety net services that counties administer on behalf of the state. Of this total, \$750 million is provided directly with State General Fund and \$250 million is dependent upon the state receiving additional federal COVID-19 relief, which will be determined by October 15. While the funding does not flow through Realignment subaccounts, language in AB 89 specifies that this one-time safety net funding is for revenue losses for realigned programs and shall be used for health and human services programs, entitlement programs, and programs that serve vulnerable populations.*

*AB 89 requires the Department of Finance to consult with CSAC to determine the countywide allocation schedule for this funding. Upon finalization of the budget agreement between the Governor and the Legislature, CSAC moved immediately to engage with the Department of Finance in order to ensure this funding can be distributed to counties as quickly as possible given the urgent Realignment shortfalls that all counties are facing.*

CSAC also provided the methodology and backfill amounts for each county, and the two cities jurisdictions for both the initial \$750 million allocation and the potential subsequent \$250 million allocation should there be additional funding from the federal government. Tri-City's initial allocation of \$439,717 required the Executive Director to submit to the Department of Finance (by July 10th) a county certification form promising to comply with federal and state health orders and guidance related to the COVID-19 emergency.

CBHDA staff were able to secure a commitment from the Department of Finance to shift from the proposed incremental allocations dependent upon continued compliance, to instead utilize a process where funding is provided to counties/cities up front and then only pulled back if a county is not in compliance.

## **HUMAN RESOURCES UPDATE**

### Staffing – Month Ending June 2020

- Total Staff is 184 full-time and 13 part-time plus 26 full time vacancies and 8 part time vacancies for a total of 221 total positions.
- There were 5 new hires in June.
- There were 2 terms in June.

### Posted Positions in June 2020

- Clinical Supervisor I COP (1 FTE) – 1 hire pending
- Clinical Therapist I Adult FSP (5 FTEs) Bilingual & Non-Bilingual
- Clinical Therapist I AOP (1 FTE) Bilingual
- Clinical Therapist I COP (1 FTE)
- Clinical Therapist I/II COP School Partnership Full-Time (1 FTE)
- Clinical Therapist I/II FSP TAY (1 FTE) - 1 hire pending
- Clinical Wellness Advocate I/II/III – Adult FSP Part-Time (1 FTE) - 1 hire pending
- Community Garden Farmer (.5 FTE)
- Housing Wellness Advocate I/II/III (.5 FTE)
- Mental Health Specialist Adult FSP (1 FTE)
- Psychiatric Technician I/II (3 FTEs)

Total Classification & Compensation Survey: After a delay as a result of COVID-19, the Human Resources Department with the assistance of Koff and Associates, have restarted our classification and compensation survey by setting a deadline for the Position Description Questionnaire (PDQs) from employees to be due on August 7, 2020. The PDQ is the questionnaire that employees complete detailing their job duties which is then reviewed and signed off on by their supervisors. This questionnaire is the first step in the classification portion of the survey, which will assist us in finding comparable positions in surrounding agencies to compare salaries with.



## **IT UPDATE**

### Ticketing System

In the effort to increase management efficiency and transparency in the IT Department, a new ticketing system, Lansweeper, was installed and implemented fully in June 2020. The system addresses multiple areas of need:

- 1) An effective and easy-to-use inventory system.
- 2) Accurate submission, response, and tracking of help desk tickets.
- 3) Transparent and granular reporting to assist with annual inventory reports, supervisory follow-up on completion and effectiveness of IT help desk support.
- 4) A fully remote system.

The system is being tested for digitizing and streamlining a number of other intra-agency processes, as telecommuting continues to be the norm.

### Grant Funding Update

Tri-City Mental Health has applied for the FCC COVID-19 Telehealth Program grant to cover all expenses related to telehealth as a response to COVID. All materials have been submitted, and the Agency is waiting for the final determination from the FCC.

Additionally, Tri-City will be applying for DHCS Telehealth funding to cover the remainder of any telehealth costs incurred since the submission of the FCC COVID-19 Telehealth Program grant.

## **HOUSING SERVICES UPDATE**

LAHSA released their Greater Los Angeles Homeless Count in June. The numbers show that there has been an increase in homelessness in LA by 13%. While that can be of concern especially since this was before the pandemic, it's important to turn our attention to one of the successes that will help with the focus of how future funding is allotted.

In 2018, LA county placed 22,769 individuals who were homeless into some sort of housing and roughly, 20,036 did not return to homelessness when surveyed a year later. That was a success rate of 88% which is encouraging as we do recognize that individuals are faced with additional stressors that comes when obtaining housing. The level of structure, rules, and expectations can be overwhelming and some may struggle with this major life change. Only 23% of those who were tracked were moved into housing with supportive services.

**Governing Board of Tri-City Mental Health**  
**Monthly Staff Report of Toni Navarro**  
**July 15, 2020**  
**Page 4**

When looking at the numbers of Tri-City clients that moved out of homelessness and into an MHSA unit or received a Continuum of Care voucher in that same year, where they are connected to supportive services by us, we see a higher success rate. In 2018, we connected 35 clients with this type of housing and 33 did not return to homelessness; a 95% success rate.

We cannot say those successes came effortlessly. Our Housing Division did encounter difficult situations where their interventions were essential. By bridging the gap between the clients, clinical teams, and property managers we were able to help any of those struggling clients with balancing their new lives. The collaboration that we have been able to form between Property Managers, Clinical teams, and our Housing Division has been essential in helping our clients maintain their housing.

On July 27th, we will be welcoming our new Housing Supervisor, Rosemary Perich, who comes to us from a background in Property Management. We look forward to her addition and the added perspective we will be gaining to further improve our supportive services as we continue to look to expand.



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

**DATE:** July 15, 2020

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

**FROM:** Diana Acosta, CPA, Chief Financial Officer

**SUBJECT:** Monthly Finance Report

---

**UNAUDITED FINANCIAL STATEMENTS FOR THE TEN MONTHS ENDED APRIL 30, 2020 (2020 FISCAL YEAR-TO-DATE):**

The financials presented herein are the PRELIMINARY and unaudited financial statements for the ten months ended April 30, 2020. 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 \$3.2 million. MHSA operations accounted for approximately \$2.7 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 2019, Tri-City received MHSA funding of approximately \$11.0 million, of which \$8.4 million were for approved programs for fiscal 2019-20 MHSA operations and was reflected as MHSA Revenue Restricted for Future Period on the Statement of Net Position (balance sheet) at June 30, 2019. These restricted MHSA revenues have now been recorded as non-operating revenues in fiscal 2019-20. In addition, during fiscal 2019-20 approximately \$9.3 million in MHSA funding has been received for which \$3.4 million was identified and approved for use in the current fiscal year 2019-20 and recorded as non-operating revenues, bringing the total MHSA non-operating revenues recognized to date up to approximately \$11.8 million. Unlike the requirement to reflect all available and **approved** MHSA funding when received as non-operating revenues, MHSA operating costs are reflected when incurred. Therefore, the matching of revenue to expense is not consistent as the timing of expenditures will lag behind the timing of revenue recognition.

The remaining increase in net position of approximately \$544 thousand is from Clinic outpatient operations, which is the result of operations for the ten months ended April 30, 2020.

**Governing Board of Tri-City Mental Health**  
**Toni Navarro, LMFT, Executive Director**  
**Monthly Staff Report of Diana Acosta**  
**July 15, 2020**  
**Page 2**

The total cash balance at April 30, 2020 was approximately \$30.0 million which represents a decrease of approximately \$1.9 million from the June 30, 2019 balance of approximately \$31.9 million.

Outpatient Clinic operations, after excluding any intercompany receipts or costs resulting from MHSA operations, had a decrease in cash of approximately \$1.4 million. This was mainly as a result of making a total of \$1.0 million in payments toward the bankruptcy liability, in addition to various normal operation activities including the payments of payroll and payments to vendors. MHSA operations reflected decrease in cash of approximately \$561 thousand, after excluding intercompany receipts or costs resulting from clinic operations. The decrease reflects the receipt of approximately \$9.3 million in MHSA funds offset by the use of cash for MHSA operating activities. The decrease in overall cash in MHSA funds was primarily due to the decrease in MHSA receipts during the last quarter of the fiscal year and as a direct result of the financial impact being experienced by COVID-19. Specifically, MHSA dollars (which are derived through the receipts 1% of millionaire's income taxes) are expected to be delayed as a direct result of extending tax return deadlines and as such all behavioral health agencies have experienced a reduction in cash receipts in the last few months of the fiscal year.

Approximately \$5.5 million in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the ten months ended April 30, 2020 of which approximately \$800 thousand related to interim cost report settlements covering fiscal years 2007-08, 2008-09, and 2014-15. Additionally, approximately \$3.3 million has been received through June 6, 2020.

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

### Overall Financial Update:

We are continuing to closely monitor for any new developments and updated revenue projections from CBHDA. As highlighted last month, the current revenue projections by CBHDA estimate that some revenues (such as MHSA revenues) will increase in fiscal year 2020-21 as a result of delays in tax returns, however these same revenues are expected to decrease in the following year. 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. Upon completion and adoption of the budget, the finance department will be moving on to closing the fiscal year in preparation of the annual independent financial audit which is traditionally scheduled to begin in July of every year.

**Governing Board of Tri-City Mental Health  
Toni Navarro, LMFT, Executive Director  
Monthly Staff Report of Diana Acosta  
July 15, 2020  
Page 3**

FY 2019-20 Bankruptcy Payments

The total bankruptcy liability balance as of the date of this report is currently \$656,064. Management will continually review the ability to make additional payments throughout the year.

MHSA Funding Updates

**Estimated Current Cash Position** – The following table represents a brief summary of the estimated current MHSA cash position as of the nine months ended March 31, 2020 which includes estimates to project the ending cash balance at June 30, 2020.

	<b>MHSA</b>
Cash at April 30, 2020	\$ 24,428,849
Receivables net of Reserve for Cost Report Settlements	821,703
Prudent Reserves	(2,200,000) *
Estimated Remaining Expenses for Operations FY 2019-20	8,077 **
Reserved for future CFTN Projects including TCG	(1,247,389)
Reserved for Future Housing Projects	<u>(2,800,000) ****</u>
Total Estimated Adjustments to Cash	(5,417,609)
Estimated Available at June 30, 2020	<u><u>\$ 19,011,240</u></u>
Remaining estimated funds to be received in FY 2019-20	\$ 1,843,232 **

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

\*\* Estimated based on adopted operating budget for Fiscal Year 2019-20, actual and estimated amounts to year end (06/30/2020).

\*\*\*\*In addition to the \$1.2 Million, an additional \$1.6 Million was designated for housing, as approved at the May 15, 2019 Governing Board Meeting.

Attachments

*Attachment 10-A: May 31, 2020 Unaudited Financial Statements*

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

	AT MAY 31, 2020			AT JUNE 30, 2019		
	TCMH	MHSA	Consolidated	TCMH	MHSA	Consolidated
	Unaudited	Unaudited	Unaudited	Audited	Audited	Audited
<b>Current Assets</b>						
Cash	\$ 5,577,528	\$ 23,990,552	\$ 29,568,081	\$ 7,483,365	\$ 24,449,208	\$ 31,932,573
Accounts receivable, net of reserve for uncollectible accounts \$631,425 at May 31, 2020 and \$386,854 at June 30, 2019	4,548,422	3,108,980	7,657,401	3,818,738	2,097,217	5,915,955
Total Current Assets	<u>10,125,950</u>	<u>27,099,532</u>	<u>37,225,482</u>	<u>11,302,103</u>	<u>26,546,425</u>	<u>37,848,528</u>
<b>Property and Equipment</b>						
Land, building, furniture and equipment	3,685,812	9,365,045	13,050,856	3,539,339	9,204,892	12,744,231
Accumulated depreciation	(2,392,748)	(3,400,250)	(5,792,999)	(2,313,600)	(3,152,115)	(5,465,716)
Total Property and Equipment	<u>1,293,064</u>	<u>5,964,794</u>	<u>7,257,858</u>	<u>1,225,738</u>	<u>6,052,777</u>	<u>7,278,515</u>
<b>Other Assets</b>						
Deposits and prepaid assets	88,735	536,451	625,186	76,095	69,783	145,878
Total Noncurrent Assets	<u>1,381,798</u>	<u>6,501,245</u>	<u>7,883,044</u>	<u>1,301,834</u>	<u>6,122,560</u>	<u>7,424,393</u>
<b>Total Assets</b>	<u>\$ 11,507,748</u>	<u>\$ 33,600,777</u>	<u>\$ 45,108,525</u>	<u>\$ 12,603,937</u>	<u>\$ 32,668,985</u>	<u>\$ 45,272,922</u>
<b>Deferred Outflows of Resources</b>						
Deferred outflows related to the net pension liability	2,671,142	-	2,671,142	2,671,142	-	2,671,142
Total Deferred Outflows of Resources	<u>2,671,142</u>	<u>-</u>	<u>2,671,142</u>	<u>2,671,142</u>	<u>-</u>	<u>2,671,142</u>
<b>Total Assets and Deferred Outflows of Resources</b>	<u>\$ 14,178,890</u>	<u>\$ 33,600,777</u>	<u>\$ 47,779,667</u>	<u>\$ 15,275,079</u>	<u>\$ 32,668,985</u>	<u>\$ 47,944,064</u>
<b>LIABILITIES</b>						
<b>Current Liabilities</b>						
Accounts payable	233,845	135,708	369,554	280,243	199,066	479,309
Accrued payroll liabilities	517,458	-	517,458	475,696	-	475,696
Accrued vacation and sick leave	585,546	835,675	1,421,221	536,988	611,175	1,148,163
Reserve for Medi-Cal settlements	3,227,086	2,252,205	5,479,291	2,981,318	2,022,504	5,003,821
Current portion of mortgage debt	29,066	-	29,066	29,066	-	29,066
Total Current Liabilities	<u>4,593,001</u>	<u>3,223,589</u>	<u>7,816,590</u>	<u>4,303,311</u>	<u>2,832,745</u>	<u>7,136,056</u>
<b>Intercompany Acct-MHSA &amp; TCMH</b>	(455,881)	455,881	-	404,738	(404,738)	-
<b>Long-Term Liabilities</b>						
Mortgages and home loan	775,728	147,183	922,911	802,374	147,183	949,557
Net pension liability	4,658,577	-	4,658,577	4,658,577	-	4,658,577
Unearned MHSA revenue	-	6,788,643	6,788,643	-	500,000	500,000
Total Long-Term Liabilities	<u>5,434,305</u>	<u>6,935,826</u>	<u>12,370,131</u>	<u>5,460,951</u>	<u>647,183</u>	<u>6,108,134</u>
<b>Liabilities Subject to Compromise</b>						
Class 2 General Unsecured Claims	-	-	-	-	-	-
Class 3 Unsecured Claim of CAL DMH	397,351	-	397,351	1,021,179	-	1,021,179
Class 4 Unsecured Claim of LAC DMH	258,713	-	258,713	664,885	-	664,885
Total Liabilities Subject to Compromise	<u>656,064</u>	<u>-</u>	<u>656,064</u>	<u>1,686,064</u>	<u>-</u>	<u>1,686,064</u>
<b>Total Liabilities</b>	<u>10,227,489</u>	<u>10,615,296</u>	<u>20,842,785</u>	<u>11,855,064</u>	<u>3,075,190</u>	<u>14,930,254</u>
<b>Deferred Inflow of Resources</b>						
MHSA revenues restricted for future period	-	-	-	-	8,351,712	8,351,712
Deferred inflows related to the net pension liability	190,986	-	190,986	190,986	-	190,986
Total Deferred Inflow of Resources	<u>190,986</u>	<u>-</u>	<u>190,986</u>	<u>190,986</u>	<u>8,351,712</u>	<u>8,542,698</u>
<b>NET POSITION</b>						
Invested in capital assets net of related debt	488,270	5,964,794	6,453,064	394,299	6,052,777	6,447,075
Restricted for MHSA programs	-	16,484,236	16,484,236	-	15,119,523	15,119,523
Unrestricted	3,272,146	536,451	3,808,597	2,834,730	69,783	2,904,513
Total Net Position	<u>3,760,415</u>	<u>22,985,481</u>	<u>26,745,896</u>	<u>3,229,029</u>	<u>21,242,083</u>	<u>24,471,112</u>
<b>Total Liabilities, Deferred Inflows of Resources and Net Position</b>	<u>\$ 14,178,890</u>	<u>\$ 33,600,777</u>	<u>\$ 47,779,667</u>	<u>\$ 15,275,079</u>	<u>\$ 32,668,985</u>	<u>\$ 47,944,064</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**  
**ELEVEN MONTHS ENDED MAY 31, 2020 AND 2019**

	PERIOD ENDED 5/31/20			PERIOD ENDED 5/31/19		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
<b>OPERATING REVENUES</b>						
Medi-Cal FFP	\$ 3,394,948	\$ 2,927,200	\$ 6,322,149	\$ 2,933,439	\$ 2,941,258	\$ 5,874,697
Medi-Cal FFP FYE Prior Year	-	-	-	7,709	(868)	6,841
Medi-Cal SGF-EPSDT	940,366	692,738	1,633,104	723,075	829,131	1,552,207
Medi-Cal SGF-EPSDT Prior Year	-	-	-	4,212	7,543	11,756
Medicare	2,407	1,402	3,808	4,656	2,587	7,243
Grants and contracts	110,895	26,424	137,319	25,420	25,061	50,481
Patient fees and insurance	2,414	-	2,414	2,993	-	2,993
Rent income - TCMH & MHSA Housing	30,695	76,794	107,489	32,592	87,843	120,435
Other income	1,785	539	2,324	7,552	1,490	9,041
<b>Net Operating Revenues</b>	<b>4,483,509</b>	<b>3,725,097</b>	<b>8,208,606</b>	<b>3,741,648</b>	<b>3,894,046</b>	<b>7,635,694</b>
<b>OPERATING EXPENSES</b>						
Salaries, wages and benefits	6,224,199	10,180,958	16,405,158	5,157,939	9,556,282	14,714,222
Facility and equipment operating cost	552,333	1,207,244	1,759,576	391,473	1,065,061	1,456,534
Client lodging, transportation, and supply expense	158,800	1,356,295	1,515,094	120,991	720,705	841,696
Depreciation	96,827	337,884	434,711	56,373	338,186	394,560
Other operating expenses	510,417	1,203,587	1,714,004	442,234	785,050	1,227,283
<b>Total Operating Expenses</b>	<b>7,542,576</b>	<b>14,285,968</b>	<b>21,828,544</b>	<b>6,169,010</b>	<b>12,465,284</b>	<b>18,634,295</b>
<b>OPERATING (LOSS) (Note 1)</b>	<b>(3,059,067)</b>	<b>(10,560,871)</b>	<b>(13,619,937)</b>	<b>(2,427,362)</b>	<b>(8,571,238)</b>	<b>(10,998,601)</b>
<b>Non-Operating Revenues (Expenses)</b>						
Realignment	3,471,588	-	3,471,588	3,497,694	-	3,497,694
Contributions from member cities & donations	70,236	-	70,236	70,236	-	70,236
MHSA funds	-	11,851,336	11,851,336	-	11,235,577	11,235,577
Homeless Mentally III Outreach and Treatment	-	-	-	100,000	-	100,000
Interest Income	86,248	444,202	530,450	95,795	434,103	529,898
Interest expense	(38,126)	-	(38,126)	(39,332)	-	(39,332)
Gain on disposal of assets	508	8,731	9,238	-	-	-
Total Non-Operating Revenues (Expense)	3,590,453	12,304,269	15,894,722	3,724,394	11,669,680	15,394,074
<b>INCOME (LOSS)</b>	<b>531,386</b>	<b>1,743,398</b>	<b>2,274,784</b>	<b>1,297,032</b>	<b>3,098,442</b>	<b>4,395,473</b>
<b>INCREASE (DECREASE) IN NET POSITION</b>	<b>531,386</b>	<b>1,743,398</b>	<b>2,274,784</b>	<b>1,297,032</b>	<b>3,098,442</b>	<b>4,395,473</b>
<b>NET POSITION, BEGINNING OF YEAR</b>	<b>3,229,029</b>	<b>21,242,083</b>	<b>24,471,112</b>	<b>1,442,997</b>	<b>19,029,829</b>	<b>20,472,826</b>
<b>NET POSITION, END OF MONTH</b>	<b>\$ 3,760,415</b>	<b>\$ 22,985,481</b>	<b>\$ 26,745,896</b>	<b>\$ 2,740,029</b>	<b>\$ 22,128,270</b>	<b>\$ 24,868,299</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  
ELEVEN MONTHS ENDED MAY 31, 2020 AND 2019**

	PERIOD ENDED 5/31/20			PERIOD ENDED 5/31/19		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
<b>Cash Flows from Operating Activities</b>						
Cash received from and on behalf of patients	\$ 3,378,061	\$ 2,867,902	\$ 6,245,963	\$ 5,275,571	\$ 4,930,839	\$ 10,206,410
Cash payments to suppliers and contractors	(1,280,587)	(4,297,151)	(5,577,738)	(844,023)	(2,625,011)	(3,469,034)
Payments to employees	(6,133,880)	(9,956,458)	(16,090,338)	(5,237,833)	(9,426,854)	(14,664,686)
	<u>(4,036,406)</u>	<u>(11,385,707)</u>	<u>(15,422,112)</u>	<u>(806,285)</u>	<u>(7,121,026)</u>	<u>(7,927,311)</u>
<b>Cash Flows from Noncapital Financing Activities</b>						
MHSA Funding	-	9,788,267	9,788,267	-	10,371,353	10,371,353
Realignment	4,076,300	-	4,076,300	3,983,775	-	3,983,775
Contributions from member cities	70,236	-	70,236	70,236	-	70,236
Homeless Mentally III Outreach and Treatment	-	-	-	100,000	-	100,000
	<u>4,146,536</u>	<u>9,788,267</u>	<u>13,934,803</u>	<u>4,154,011</u>	<u>10,371,353</u>	<u>14,525,364</u>
<b>Cash Flows from Capital and Related Financing Activities</b>						
Purchase of capital assets	(164,152)	(249,902)	(414,054)	(302,776)	(20,167)	(322,943)
Principal paid on capital debt	(26,645)	-	(26,645)	(25,440)	-	(25,440)
Interest paid on capital debt	(38,126)	-	(38,126)	(39,332)	-	(39,332)
Intercompany-MHSA & TCMH	(860,619)	860,619	-	485,331	(485,331)	-
	<u>(1,089,543)</u>	<u>610,717</u>	<u>(478,826)</u>	<u>117,783</u>	<u>(505,498)</u>	<u>(387,715)</u>
<b>Cash Flows from Investing Activities</b>						
Interest received	103,068	519,336	622,404	100,578	435,177	535,755
Sale of investments	508	8,731	9,238	-	-	-
	<u>103,576</u>	<u>528,067</u>	<u>631,643</u>	<u>100,578</u>	<u>435,177</u>	<u>535,755</u>
<b>Cash Flows from Reorganization Items</b>						
Refund to DHCS for payment erroneously issued in 2011	-	-	-	(307,314)	-	(307,314)
Cash payments to Bankruptcy Class 3 and 4 Unsecured	(1,030,000)	-	(1,030,000)	(1,743,000)	-	(1,743,000)
	<u>(1,030,000)</u>	<u>-</u>	<u>(1,030,000)</u>	<u>(2,050,314)</u>	<u>-</u>	<u>(2,050,314)</u>
<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	(1,905,837)	(458,656)	(2,364,493)	1,515,773	3,180,006	4,695,779
<b>Cash Equivalents at Beginning of Year</b>	7,483,365	24,449,208	31,932,573	5,715,641	21,370,757	27,086,398
<b>Cash Equivalents at End of Month</b>	<u>\$ 5,577,528</u>	<u>\$ 23,990,552</u>	<u>\$ 29,568,081</u>	<u>\$ 7,231,414</u>	<u>\$ 24,550,763</u>	<u>\$ 31,782,177</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**  
**ELEVEN MONTHS ENDING MAY 31, 2020**  
**(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	\$ 3,702,234	\$ 3,003,345	\$ 698,889	\$ 3,192,149	\$ 2,905,056	\$ 287,093	\$ 6,894,382	\$ 5,908,401	\$ 985,982
Medi-Cal SGF-EPSDT	1,025,471	896,148	129,323	755,439	901,843	(146,404)	1,780,910	1,797,991	(17,081)
Medicare	2,407	4,125	(1,718)	1,402	1,925	(523)	3,808	6,050	(2,242)
Patient fees and insurance	2,414	1,925	489	-	-	-	2,414	1,925	489
Grants and contracts	110,895	18,333	92,561	26,424	-	26,424	137,319	18,333	118,985
Rent income - TCMH & MHSA Housing	30,695	44,458	(13,763)	76,794	100,655	(23,861)	107,489	145,113	(37,624)
Other income	1,785	-	1,785	539	-	539	2,324	-	2,324
Provision for contractual disallowances	(392,391)	(379,820)	(12,571)	(327,650)	(377,482)	49,833	(720,041)	(757,302)	37,262
<b>Net Operating Revenues</b>	<b>4,483,509</b>	<b>3,588,514</b>	<b>894,995</b>	<b>3,725,097</b>	<b>3,531,996</b>	<b>193,101</b>	<b>8,208,606</b>	<b>7,120,511</b>	<b>1,088,096</b>
<b>OPERATING EXPENSES</b>									
Salaries, wages and benefits	6,224,199	6,424,711	(200,512)	10,180,958	11,162,053	(981,094)	16,405,158	17,586,764	(1,181,607)
Facility and equipment operating cost	553,998	479,515	74,483	1,215,955	1,172,051	43,904	1,769,953	1,651,566	118,388
Client program costs	144,457	99,400	45,057	1,298,480	655,890	642,591	1,442,937	755,289	687,648
Grants	-	-	-	65,675	73,333	(7,658)	65,675	73,333	(7,658)
MHSA training/learning costs	-	-	-	101,537	135,854	(34,317)	101,537	135,854	(34,317)
Depreciation	96,827	54,643	42,184	337,884	338,173	(289)	434,711	392,816	41,896
Other operating expenses	523,095	453,200	69,895	1,085,478	1,335,138	(249,660)	1,608,573	1,788,338	(179,765)
<b>Total Operating Expenses</b>	<b>7,542,576</b>	<b>7,511,468</b>	<b>31,107</b>	<b>14,285,968</b>	<b>14,872,491</b>	<b>(586,523)</b>	<b>21,828,544</b>	<b>22,383,960</b>	<b>(555,416)</b>
<b>OPERATING (LOSS)</b>	<b>(3,059,067)</b>	<b>(3,922,954)</b>	<b>863,887</b>	<b>(10,560,871)</b>	<b>(11,340,495)</b>	<b>779,624</b>	<b>(13,619,937)</b>	<b>(15,263,449)</b>	<b>1,643,511</b>
<b>Non-Operating Revenues (Expenses)</b>									
Realignment	3,471,588	3,575,000	(103,412)	-	-	-	3,471,588	3,575,000	(103,412)
Contributions from member cities & donations	70,236	70,236	-	-	-	-	70,236	70,236	-
MHSA Funding	-	-	-	11,851,336	11,996,900	(145,564)	11,851,336	11,996,900	(145,564)
Interest (expense) income, net	48,121	16,871	31,250	444,202	309,199	135,003	492,323	326,070	166,253
Other income-gain on disposal of assets	508	-	508	8,731	-	8,731	9,238	-	9,238
<b>Total Non-Operating Revenues (Expense)</b>	<b>3,590,453</b>	<b>3,662,107</b>	<b>(71,654)</b>	<b>12,304,269</b>	<b>12,306,099</b>	<b>(1,830)</b>	<b>15,894,722</b>	<b>15,968,206</b>	<b>(73,485)</b>
<b>Special Item: Net reorganization income (expense)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>INCREASE(DECREASE) IN NET POSITION</b>	<b>\$ 531,386</b>	<b>\$ (260,847)</b>	<b>\$ 792,233</b>	<b>\$ 1,743,398</b>	<b>\$ 965,604</b>	<b>\$ 777,794</b>	<b>\$ 2,274,784</b>	<b>\$ 704,758</b>	<b>\$ 1,570,027</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  
ELEVEN MONTHS ENDING MAY 31, 2020**

**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 CAP/TECH PROGRAMS)

**Net Operating Revenues**

***Net operating revenues are higher than budget by \$1.1 million for the following reasons:***

- 1 Medi-Cal FFP revenues for FY 2019-20** were \$986 thousand higher than the budget. Medi-Cal FFP revenues were \$699 thousand higher for TCMH and \$287 thousand higher for MHSA. At TCMH, the adult program revenues were higher than budget by \$401 thousand and the children program revenues were higher by \$298 thousand. For MHSA, the adult and older adult FSP programs were higher than budget by \$135 thousand and the Children and TAY FSP programs were higher by \$152 thousand.
- 2 Medi-Cal SGF-EPSTD revenues for fiscal year 2019-20** were lower than budget by \$17 thousand of which \$129 thousand higher were from TCMH and \$146 thousand lower were from MHSA. SGF-EPSTD relates to State General Funds (SGF) provided to the agency for provision of qualifying Medi-Cal services for Early Prevention Screening and Diagnostic Testing (EPSTD) to children and youth under 21 years. These funds are in addition to the FFP reimbursed by the federal government.
  - > *Medi-Cal and Medi-Cal SGF-EPSTD revenues are recognized when the services are provided and can vary depending on the volume of services provided from month to month. Projected (budgeted) services are based on estimated staffing availability and the assumption that vacant positions will be filled.*
- 3 Medicare revenues** are \$2 thousand lower than the budget. Tri-City records revenue when the services are provided and the claims are incurred and submitted.
- 4 Grants and contracts** are higher than budget by \$119 thousand. Grants and Contracts are \$93 thousand higher for TCMH and \$26 thousand higher for MHSA. At TCMH, the higher revenues were due to the new Measure H program which provides housing assistance to those who are at risk of homelessness in the three cities. At MHSA, the higher grants and contracts amount represents the Clifford Beers Housing's share of cost for funding a Residential Services Coordinator position to provide on-site services to all residents at the Holt Avenue Family Apartments.
- 5 Rent Income** was lower than the budget by \$38 thousand. The rental income represents the payments collected from the tenants staying at the Tri-City apartments on Pasadena and at the MHSA houses on Park Avenue and Baseline Rd.
- 6 Provision for contractual disallowances** for fiscal year 2019-20 is \$37 thousand lower than budget.

**Operating Expenses**

***Operating expenses were lower than budget by \$555 thousand for the following reasons:***

- 1 Salaries and benefits** are \$1.2 million lower than budget and of that amount, salaries and benefits are \$201 thousand lower for TCMH operations and are \$981 thousand lower for MHSA operations. These variances are due to the following:
  - TCMH** salaries were higher than budget by \$50 thousand. Direct clinical salaries were higher than budget by \$7 thousand, support services and administrative salaries were higher than the budget by \$43 thousand. Benefits are lower than budget by \$251 thousand due to lower health insurance of \$176 thousand, lower retirement contribution costs of \$40 thousand and lower state unemployment tax and other insurance benefits of \$35 thousand.
  - MHSA** salaries are lower than budget by \$569 thousand. The direct program salary costs are lower by \$536 thousand due to vacant positions and the administrative salary costs are lower than the budget by \$33 thousand. Benefits are lower than budget by another \$412 thousand. Of that, health insurance is lower by \$247 thousand, retirement contribution is lower by \$84 thousand, state unemployment tax is lower by \$40 thousand and medicare tax and other benefits are lower by \$41 thousand.
- 2 Facility and equipment operating costs** were higher than budget by \$118 thousand. Facility and equipment operating costs were \$74 thousand higher for TCMH and \$44 thousand higher for MHSA. Of that, building, facility cost and furniture were higher than budget by \$42 thousand at TCMH and \$31 thousand at MHSA due to the one time set up costs for the additional office space leasing at the Royalty site. Equipment costs in general were higher by \$32 thousand at TCMH and \$13 thousand at MHSA due to the agency wide upgrade of computers and laptops.
- 3 Client program costs** are higher than the budget by \$688 thousand mainly from MHSA due to higher flex funds costs.

**TRI-CITY MENTAL HEALTH AUTHORITY  
ACTUAL TO BUDGET VARIANCE EXPLANATIONS  
ELEVEN MONTHS ENDING MAY 31, 2020**

**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 CAP/TECH PROGRAMS)**

- 4 **Grants for fiscal year 2019-20** awarded under the Community Wellbeing project are lower than budget by \$8 thousand.
- 5 **MHSA learning and training costs** are lower than the budget by \$34 thousand.
- 6 **Depreciation** is higher than budget by \$42 thousand.
- 7 **Other operating expenses** were lower than budget by \$180 thousand of which \$70 thousand higher was from TCMH and \$250 thousand lower was from MHSA. At TCMH, personnel recruiting fee, attorney fee, conference expense and security cost were all higher than the budget. For MHSA, professional fees are lower than the budget by \$319 thousand and conference expense is lower by \$26 thousand. These lower costs are offset by higher personnel recruiting fee, attorney fee, and security expense.

**Non-Operating Revenues (Expenses)**

**Non-operating revenues, net, are lower than budget by \$73 thousand as follows:**

- 1 **TCMH non-operating revenues** are \$72 thousand lower than the budget. Of that, realignment fund is lower than budget by \$103 thousand. Interest income netted with interest expense is higher by \$31 thousand.
- 2 **MHSA non-operating revenue** is approximately \$146 thousand lower than the budget.  
In accordance with Government Accounting Standards Board, MHSA funds received and available to be spent must be recorded as non-operating revenue as soon as the funds are received. Funds are available to be spent when an MHSA plan and related programs have been approved and the proposed expenditures for those programs have been approved through an MHSA plan, MHSA update, or State Oversight and Accountability Commission.

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

	<b>Actual</b>	<b>Budget</b>	<b>Variance</b>
<b>CSS funds received and available to be spent</b>	\$ 8,989,468	\$ 8,989,468	\$ -
<b>PEI funds received and available to be spent</b>	1,996,793	2,052,360	(55,567)
<b>WET funds received and available to be spent</b>	126,523	216,520	(89,997)
<b>CAP/TECH funds received and available to be spent</b>	-	-	-
<b>INN funds received and available to be spent</b>	738,552	738,552	-
<b>Non-operating revenues recorded</b>	<u>\$ 11,851,336</u>	<u>\$ 11,996,900</u>	<u>\$ (145,564)</u>

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

**PEI recorded revenue is lower than budget by \$56 thousand.** The difference is due to amounts received and available for the PEI plan through May 2020. The additional funds received in June 2020 will be recorded as revenue up to the budgeted amount.

**WET recorded revenue is lower than budget by \$90 thousand.** The funds available to be recognized into revenue for the WET plan for fiscal year 2019-20 is \$126 thousand which when combined with available unspent funds previously recognized as revenue, are sufficient to cover expenses projected for fiscal year 2019-20.

**Interest income for MHSA** is higher than budget by \$135 thousand.

**Other Non-Operating Revenues** were from the vehicles trade-in and the sales of old computer equipment.

**TRI-CITY MENTAL HEALTH AUTHORITY**  
**CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**ELEVEN MONTHS ENDED MAY 31, 2020 AND 2019**

	PERIOD ENDED 5/31/20			PERIOD ENDED 5/31/19		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
<b>REVENUES</b>						
Medi-Cal FFP, net of reserves	\$ 3,394,948	\$ 2,927,200	\$ 6,322,149	\$ 2,941,147	\$ 2,940,391	\$ 5,881,538
Medi-Cal SGF-EPST	940,366	692,738	1,633,104	727,288	836,675	1,563,962
Medicare	2,407	1,402	3,808	4,656	2,587	7,243
Realignment	3,471,588	-	3,471,588	3,497,694	-	3,497,694
MHSA funds	-	11,851,336	11,851,336	-	11,235,577	11,235,577
Grants and contracts	110,895	26,424	137,319	25,420	25,061	50,481
Homeless Mentally Ill Outreach and Treatment	-	-	-	100,000	-	100,000
Contributions from member cities & donations	70,236	-	70,236	70,236	-	70,236
Patient fees and insurance	2,414	-	2,414	2,993	-	2,993
Rent income - TCMH & MHSA Housing	30,695	76,794	107,489	32,592	87,843	120,435
Other income	1,785	539	2,324	7,552	1,490	9,041
Interest Income	86,248	444,202	530,450	95,795	434,103	529,898
Gain on disposal of assets	508	8,731	9,238	-	-	-
<b>Total Revenues</b>	<b>8,112,088</b>	<b>16,029,366</b>	<b>24,141,455</b>	<b>7,505,374</b>	<b>15,563,726</b>	<b>23,069,100</b>
<b>EXPENSES</b>						
Salaries, wages and benefits	6,224,199	10,180,958	16,405,158	5,157,939	9,556,282	14,714,222
Facility and equipment operating cost	552,333	1,207,244	1,759,576	391,473	1,065,061	1,456,534
Client lodging, transportation, and supply expense	158,800	1,356,295	1,515,094	120,991	720,705	841,696
Depreciation	96,827	337,884	434,711	56,373	338,186	394,560
Interest expense	38,126	-	38,126	39,332	-	39,332
Other operating expenses	510,417	1,203,587	1,714,004	442,234	785,050	1,227,283
<b>Total Expenses</b>	<b>7,580,702</b>	<b>14,285,968</b>	<b>21,866,670</b>	<b>6,208,342</b>	<b>12,465,284</b>	<b>18,673,626</b>
<b>INCREASE (DECREASE) IN NET POSITION</b>	<b>531,386</b>	<b>1,743,398</b>	<b>2,274,784</b>	<b>1,297,032</b>	<b>3,098,442</b>	<b>4,395,473</b>
<b>NET POSITION, BEGINNING OF YEAR</b>	3,229,029	21,242,083	24,471,112	1,442,997	19,029,829	20,472,826
<b>NET POSITION, END OF MONTH</b>	<b>\$ 3,760,415</b>	<b>\$ 22,985,481</b>	<b>\$ 26,745,896</b>	<b>\$ 2,740,029</b>	<b>\$ 22,128,270</b>	<b>\$ 24,868,299</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

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

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

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



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

**DATE:** July 15, 2020

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

**FROM:** Nancy Gill, Chief Operations Officer

**SUBJECT:** Monthly Operations Report

---

## **FACILITIES UPDATE**

### Projects

**Baseline Property Sewer Repair:** All major plumbing and inspections and repairs were completed on July 9th. The property, which was previously on a septic system, is now connected to the main sewer line.

**Create New Office Space:** Office 2B2 at the 2008 N. Garey site was split evenly in half to support privacy and physical distancing for two staff offices.

**Electrical Upgrade at MHSA Building:** The City of Pomona has extended permit deadline for project to December 2020. RKA Engineering, the project managers for this project are currently preparing documents to post for bids to complete the electrical upgrade that was approved by the Governing Board at the February 2020 meeting.

### Covid-19 Response Measures

- Adding plexiglass partitions to doctors' offices
- Finalizing product to roll out agency wide where requested
- Placed a sanitation kit in each vehicle for staff use
- Testing plexiglass partitions on vehicles; working with staff to see what works best
- Providing staff with N95 masks and supplies as requested
- Making sure the Daily Cleaning Schedule for Facilities staff is being followed

## **PROGRAM SUPPORT/FRONT DESK/MEDICAL RECORDS UPDATE**

Over the past month, the Chief Operations Officer and Program Support Services Manager conducted an assessment of staffing needs for the department. They analyzed the program support duties in the context of the Agency's COVID-19 response modified operations, which it appears will continue for at least the next several months.

**Governing Board of Tri-City Mental Health**  
**Monthly Staff Report of Nancy Gill**  
**July 15, 2020**  
**Page 2**

Many staff had already used up much of the expanded emergency paid leave given to all staff at the start of the COVID-19 response, while other departments have started to identify increased staff need for administrative type tasks. Therefore, some program support staff have had their jobs repurposed to meet the evolving needs of the Agency. These adjustments allow for vital tasks to be covered and overall improve the efficiency of operations without having to furlough staff nor add positions to the budget. A further benefit is that the repurposing of duties provides opportunities for the development of new skill sets and professional growth for the program support staff.



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

**DATE:** July 15, 2020

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

**FROM:** Angela Igrisan, LCSW, Chief Clinical Officer

**SUBJECT:** Monthly Clinical Services Report

---

### **ACCESS TO CARE**

There was a total of 223 service requests made for adults in the month of June. In terms of request type, 22 were walk-in service requests, 192 were called-in, there were 6 SRTS referrals, there were no in-writing referrals and 3 were FSP/FCCS referrals. There was a total of 22 service requests that were hospital discharges.

Last month, when comparing adult service requests from May 2019 (202) to May 2020 (178), there was a 11.88% decrease in service requests. This month, when comparing service requests from June 2019 (183) to June 2020 (223), we see a 21.85% increase. Our Access to Care team members have shared that June felt like a very busy month and the numbers support this sentiment. June/2020 (223) is one of the highest number of service requests we have seen over the last two years with the exception of October/2019 (230).

There was a total of 45 service requests received at the Royalty location for children and TAY in the month of June. Of the 45 service requests, 2 were walk-ins, 31 were called-in, 8 were in-writing referrals, 1 was a FSP referral and there were 3 SRTS referrals received. There was 1 hospital discharge.

Service requests received at Royalty decreased by 30% when comparing June/2019 (65) to June/2020 (45). This may be due to multiple reasons including, but not limited to schools and other agencies being closed and the current COVID-19 pandemic. However, when comparing June 2018 (46) to June 2020 (45) the numbers are relatively the same with a decrease of 2%.

### **CHILD AND FAMILY TEAM**

The children's unit commenced the first phase of the early psychosis training entitled the Portland Identification and Early Referral (PIER) model. PIER seeks to help people 12 to 25 years of age who exhibit early symptoms of a psychotic disorder but do not yet have the disease. These trainings hosted by Tri-City were held via video format for about 75 people. This format afforded Tri-City the opportunity to host and partner with two surrounding counties (Ventura and San Bernardino). There will be roughly 6 more days of training and 18 months of follow up coaching in this model.

## **SUBSTANCE ABUSE TEAM**

The month of June kept the Substance Abuse team very busy. A great deal of the team's time was spent linking clients to residential treatment facilities. The number of new referrals the team received is 23 in June which represents 40% of all the intakes completed at Tri-City. 121 adults and 33 children receive substance abuse assistance from the team along with their other mental health treatment.

## **PROJECT ROOM KEY**

A Clinical team including a Clinical Wellness Advocate and a Clinical Therapist has moved from supporting the Isolation Center at the Sheraton (due to low mental health needs) to supporting the people placed via the state of CA sponsored Project Room Key at the Motel 6 in Pomona. Individuals at the Motel 6 need a variety of levels of mental health assistance. Some of them just need a person to talk with and others have needed more complex mental health assistance. Currently, there are

## **CLINICAL WELLNESS ADVOCATES**

Despite the odd service challenges presented by the COVID 19 pandemic, the CWAs have soldiered on. They continue forward with the Wellness Recovery Management Group which began prior to the outbreak. They have 193 active referrals, supported clients with obtaining jobs, assisted with benefits acquisition (SSI, Medi-Cal), and linkage to physical health care.

## **SUCCESS STORY-THERAPEUTIC COMMUNITY GARDEN**

This month's story comes from our TCG Thursdays Family Group. During weekly phone calls this participant identified current struggles and difficulties experienced during the quarantine. Participant wanted to "feel better for her family" and stated that she had never received formal mental health support. Staff validated participants concerns and provided psycho education around mental health and services offered through our agency. Through these weekly phone calls and rapport building, the team was able to connect not only this member but also the rest of family to formal services. This was a perfect example of the impact made through small connections to the community and normalizing mental health services during difficult times. The team takes pride in being a bridge between the community and clinical services at Tri-City and hope to continue to support others in the journey to whole wellness. Kudos to this participant for following through and being closer to feeling better in her journey!





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

**DATE:** July 15, 2020

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

**FROM:** Seeyam Teimoori, MD, Medical Director

**SUBJECT:** Medical Director's Report

---

**TRI-CITY STAFF CONTINUE TO PROVIDE OFFICE-BASED, FIELD-BASED,  
AND TELEHEALTH SERVICES TO OUR COMMUNITY DURING COVID-19  
PANDEMIC**

Services provided by Tri-City Intensive Outreach and Engagement team (IOET) and Supplemental crisis teams in June 2020:

IOET Program

- Number of all new outreach= 133
- Number client given intake appointments= 84
- Number of clients opened= 33
- Total number of ALL clients outreached= 224
- Total number of homeless served= 123
- Percentage of clients outreached that are homeless= 55%
- Percentage of clients enrolled this month in formal services that are homeless= 44%
- Total number clients outreached since inception: 2665
- Total number clients enrolled since inception: 999

Service area

- Pomona= 202
- Laverne= 10
- Claremont= 12
- Total= 224

Enrollments

- FSP (Full-Service Partnership)-Older Adult-2
- FSP-adult-8
- FSP-TAY(Transition Age Youth)- 2
- AOP (Adult Outpatient Program)-20
- COP (Children Outpatient Program) -1
- FCCS (Field Capable Clinical Services)- 0
- FSP Children-0

**Governing Board of Tri-City Mental Health  
Toni Navarro, LMFT, Executive Director  
Monthly Staff Report of Seeyam Teimoori  
July 15, 2020  
Page 2**

American Recovery Center

- Number of new referrals outreached-7
- Number enrolled this month-3
- Number pending intakes-5

Health Issues:

- Number of initial health assessments completed= 38
- Number of clients linked to PCP appointments with IOET LPT=4

Supplemental Crisis Calls

- Number of calls received- 28
- Service Area
- Pomona- 22
- Laverne-0
- Claremont-0
- Outside service area-5
- Unknown service area-1



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

**DATE:** July 15, 2020

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

**FROM:** Rimmi Hundal, Director of MHSA & Ethnic Services

**SUBJECT:** Monthly MHSA and Ethnic Services Report

---

**ETHNIC SERVICES**

In May of 2008, the US House of Representative announced July as Bebe Moore Campbell National Minority Mental Health Awareness Month. Bebe Moore Campbell was an author, advocate, co-founder of NAMI Urban Los Angeles and national spokesperson. Minority Mental Health Awareness Month was created to bring awareness to the unique struggles that underrepresented groups face in regard to mental health issues with the goals to improve access to and quality of mental health services and treatment available for persons and communities of color.

Given the events of this time in history, including the global pandemic and the most intentional collective action to address racism in the U.S. in 50 years, this is a particularly salient year for promoting National Minority Mental Health Awareness Month.

Racism, social injustice, and limited access to care contribute to poor mental health outcomes, including suicide, among racial, ethnic and minority populations. In the last decade, serious mental illness among Asian/Pacific Islander American and Latinx adults, and Black Americans of all ages, increased. Also, as compared to 10 years ago, Black American teenagers are now 50% more likely than White teenagers to attempt suicide.

COVID-19 is further and disproportionately impacting the mental health and overall health and wellness of communities of color due in part to long-standing health, economic and educational disparities and because their members represent a significant portion of the essential services workforce.

The focus of Tri-City's Community Capacity Building programming this month is to continue its work to reduce the stigma of mental health issues and treatment and to encourage the most underrepresented within its three cities to readily seek services when needed. Staff are hosting weekly webinars on a variety of topics that support the diverse needs of our community members, including cultural perspectives in mental health, trauma, and suicide prevention. A Community Connection webinar is scheduled for July 23rd that will focus on what mental health means in different cultures. Tri-City's African-American Family Wellness Advisory Council is also planning a webinar addressing racism and mental health later this month.

## **MHSA COMMUNITY PLANNING PROCESS**

Tri-City has completed its annual community planning process for fiscal year 2019-20 with the submission of the Three-Year Program and Expenditure Plan to the Mental Health Services Oversight and Accountability Commission and California Department of Health Care Services. The next stakeholder and community planning cycle will commence in early fall.

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

### Community Wellbeing

On June 23rd, Cohort 10 (Wellbeing Grantees for FY 2020-2021) had their orientation meeting through RingCentral. There were 30 attendees representing 16 grantees. The orientation provided an opportunity for grantees to become familiar with reporting requirements and a timeline of what is ahead for FY 2020-2021. During the meeting, grantees expressed their excitement to start the new fiscal year and the opportunity to partner with other communities.

### Community Trainings

Tri-City continues to provide weekly Community Trainings to staff, participants, and community members. For the month of June, the following community training were offered: COVID-19 in the Workplace, Everyday Mental Health & COVID-19, and Motivational Interviewing (MI). All trainings were offered in English and Spanish.

On June 29th a new program staff started her position as a Community Mental Health Trainer. The new Community Mental Health Trainer will take the lead on all community trainings, webinars, and outreach to community partners to start providing trainings to meet their needs. Program staff is bilingual, will be able to provide trainings in English and Spanish, and will be certified as a Mental Health First Aid Instructor.

### Peer Mentor Program

The Peer Mentor Program continues to provide presentations and trainings for the summer via virtual meetings through RingCentral. The trainings/presentations allow mentors who are not taking a break for the summer a place to continue to learn new skills while supporting each other. On June 19th program staff connected with KGI-C Claremont Colleges to discuss possible collaborations with staff and students regarding enhancing learning tools and skills as it relates to mentoring. On June 24th program staff co-hosted a webinar "The ABC's of LGBTQ+" focusing on LGBTQ+ awareness for Pride Month.

### Stigma Reduction

While staff continued to provide trainings and online discussions on various topics connected to stigma reduction this month, they were also preparing for Suicide Prevention Month which is September. Each Mind Matters (EMM), California's state stigma reduction campaign, provided the theme for the month called: Hope, Resilience, and Recovery. With our combined efforts and collaboration, EMM will provide each county a toolkit with marketing materials promoting the theme. Program staff is in the process of planning and coordinating events such as a Suicide Prevention Training and hosting Community Connection conversations with stories from survivors.

### **WELLNESS CENTER**

Programming at the Wellness Center continues on modified hours of operation, Monday through Friday 8:30am-5pm. The center is averaging 6 participants per day who are seeking information, resources, linkage and referrals.

The employment services continue helping participants search for employment and 7 participants reported being employed through the Wellness Center in the month of June. Job packets are available for pick up and telehealth appointments are available to anyone looking for support to apply for work and/or update their resumes.

This year's Summer Camp was launched virtually by the Family Wellbeing Department. The Summer Camp started on June 15th and ended on July 10th<sup>h</sup>, there were 12 children enrolled in camp and the team ensured that each child had the IT capability to attend virtually. With the help of some of the wellness center transportation staff, children received supplies for each week. Many of the children have submitted arts and crafts projects that they have completed at home during this month long camp. The team will survey the parents to get feedback on what worked and what needs to be modified for future opportunities.

### **INNOVATION**

During the month of June, CalMHSA and Wysa (application selected for the pilot project) reached an agreement in contract negotiations and Tri-City was given the green light to move forward with the pilot proposal and evaluation plan. The pilot proposal will now be reviewed by Tri-City's pilot team and once approved, will be submitted to the Help@Hand Leadership Committee for final approval.

Tri-City's Wellness Advocates are in preparation to facilitate a Community Connections webinar to teach clients and community members safety tips while using online applications. These advocates will be using skills and techniques acquired during the train-the-trainer session presented during the preceding Help@Hand Peer Summit. This Community Connection webinar will take place on July 16, 2020 at 1:00 pm.



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

**DATE:** July 15, 2020

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

**FROM:** Natalie Majors-Stewart, Chief Compliance Officer

**SUBJECT:** Monthly Best Practices Report

---

## **COMPLIANCE & BEST PRACTICES**

As our agency continues to navigate through the evolution of operating under necessary/required modifications and restrictions (due to COVID-19 pandemic), our agency leadership has placed essential emphasis on gathering critical information about the functioning of our system of care during this time. This information will not only provide valuable data that can be used for planning, but can also promote authenticity, transparency and trust, as we seek to assess the impact of the modifications on our clients, participants, and staff.

In collaboration with agency leadership, the best practices team has developed some surveys to help identify how we are collectively adapting to these changes and what may need to happen moving forward. A preliminary round of surveys was done in May/June, and based on the results, it was determined that further exploration was needed in certain areas. In July 2020, we began administering a second round of surveys. A discussion of the outcomes and any proposed operations modifications or adjustments will be presented in September's monthly report.

### Process Development

The Manager of Best Practices and the Child and Family Services Manager collaborated together, in order to develop and implement the process and clinical documentation for the Early Psychosis Program.

A collaboration between the Human Resources Manager, the Revenue Manager and the Manager of Best Practices was done in order to enhance the workflow process for the credentialing process.

## **AUDITS, DATA, MONITORING & EVALUATION**

### Documentation Procedures

The Quality Assurance Team (QA) is currently reviewing the new updates on the Infancy Childhood Assessment for clients and families with children ages 0-5 and working on the development of the next steps for its implementation within clinical programs.

The QA team is also working with our electronic health vendor (Welligent) on implementing the State and County requirements for direct data submissions of Service Request Logs (SRL) and Client and Service Information (CSI) for further tracking and monitoring of Access to Care. QA team is in development of transitioning some of the Documentation Weekly Trainings (DWT) for new clinical hires, into our web-based learning system (Relias). A hybrid of in-person (videoconference) trainings and Relias trainings will be implemented during the next few months.

#### Documentation Reviews

The Quality Assurance Team (QA) also has continued to complete standard chart reviews to continually monitor and assess the quality of services and documentation.

#### Data Quality Reviews

The Quality Improvement Team (QI) continued to provide reports to various programs to help monitor the data quality of information entered in the Electronic Health Record and program databases. This helps ensure that the data is complete and correct for program reports.

The Quality Improvement Team (QI) continued with the annual performance measure meetings. These meetings included all departments across the agency and there have been great discussions regarding updating the performance measures to help improve programs and demonstrate how our agency is helping clients and participants. The next steps include the QI team compiling the information from these meetings, updating documents, surveys, and data collection tools to gather data in the next fiscal year and providing these updates to each program. Upon completion of these meetings in July, there will be a total of 25 performance measure meetings held across the agency.

#### Data Collection, Analysis and Reporting

The QI team began administering client satisfaction surveys to both the adult and child/family services departments. This survey is conducted twice a year to determine client perceptions of their treatment and services at Tri-City. Due to the COVID19 pandemic/crisis, surveys are being administered over the phone, rather than in-person. By the end of June, over 50 surveys had been collected, and more are in-process.

### **TRAININGS & IN-SERVICES**

The Quality Assurance Team continues to provide trainings through videoconference format.

#### In-Service Training

All clinical programs were provided with in-service training pertaining to compliance requirements updates on 'tracking scheduling attempts'.

New Employee Training

Five documentation trainings were held throughout the month of June for new employees in the clinical department. Four new staff joined documentation training and also received a comprehensive overview of Tri-City's electronic health record during the month of June.