

www.tricitymhs.org

Tri-City Mental Health Services
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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
Nora Garcia (Pomona), Board Member
Elizabeth Ontiveros-Cole (Pomona), Board Member
Ronald T. Vera (Claremont), Board Member
Vacant (Pomona), Board Member

GOVERNING BOARD AGENDA

WEDNESDAY, SEPTEMBER 16, 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_BV6C3CVkSxWUrKL612nV-Q

Or you may call: 1(213) 250-5700 or 1(650) 242-4929 or 1(623) 404-9000
Webinar ID: 149 706 4884

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. 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

Board Member Cockrell, Board Member Garcia, 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>

OATH OF OFFICE

AN OATH OF OFFICE WILL BE ADMINISTERED TO NEWLY APPOINTED GOVERNING BOARD MEMBER NORA GARCIA – CITY OF POMONA COUNCIL MEMBER

CONSENT CALENDAR**1. APPROVAL OF MINUTES FROM THE JULY 15, 2020 GOVERNING BOARD REGULAR MEETING**

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of July 15, 2020.”

2. APPROVAL OF RESOLUTION NO. 542 ADOPTING TRI-CITY MENTAL HEALTH AUTHORITY’S PUBLISHED RATES EFFECTIVE FY 2019-20

Recommendation: “A motion to adopt Resolution No. 542 establishing Tri-City’s Published Rates effective FY 2019-20.”

3. APPROVAL OF RESOLUTION NO. 543 ADOPTING REVISED POLICY AND PROCEDURES NOS.: IX.1 (PURCHASING), IV.4 (PETTY CASH ACCOUNTS), AND IX.4 (TRAVEL), RESPECTIVELY, EFFECTIVE SEPTEMBER 16, 2020

Recommendation: “A motion to adopt Resolution No. 535 establishing the revised Purchasing Policy and Procedures No.: IX.1, Petty Cash Accounts Policy and Procedure No. IV.4, and Travel Policy and Procedure No. IX.4, effective September 16, 2020.”

4. APPROVAL OF RESOLUTION NO. 544 ADOPTING PROCUREMENT CARD POLICY AND PROCEDURE NO. IX.8 EFFECTIVE SEPTEMBER 16, 2020

Recommendation: “A motion to adopt Resolution No. 544 establishing Procurement Card (P-Card) Policy and Procedure No. IX.8, effective September 16, 2020.”

5. APPROVAL OF RESOLUTION NO. 545 ADOPTING COST ALLOCATION POLICY AND PROCEDURE NO. IX.9 EFFECTIVE SEPTEMBER 16, 2020

Recommendation: “A motion to adopt Resolution No. 545 establishing Cost Allocation Policy and Procedure No. IX.9, effective September 16, 2020.”

6. APPROVAL OF RESOLUTION NO. 546 ADOPTING REVISED CLASSIFICATION AND SALARY SCHEDULES EFFECTIVE JULY 1, 2017, JULY 1, 2018, AND JULY 1, 2019, RESPECTIVELY, TO COMPLY WITH GOVERNMENT CODE AND CCR 570.5 REQUIREMENTS

Recommendation: “A motion to adopt Resolution No. 546 establishing revised Classification and Salary Schedules for Tri-City Mental Health Authority effective July 1, 2017, July 1, 2018, and July 1, 2019, respectively, to comply Government Code and CCR 570.5 requirements.”

NEW BUSINESS

7. APPROVAL OF RESOLUTION NO. No. 547 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE BONITA UNIFIED SCHOOL DISTRICT TO PROVIDE DROP-IN MENTAL HEALTH SERVICES TO STUDENTS IN ITS DISTRICT

Recommendation: “A motion to adopt Resolution No. 547 approving the MOU with BUSD and authorizing Executive Director to execute the MOU.”

8. APPROVAL OF RESOLUTION NO. 548 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH PROJECT HORSESHOE FARM (PHSF) FOR FELLOWS SERVICES

Recommendation: “A motion to adopt Resolution No. 548 approving the MOU with Project Horseshoe Farm (PHSF) for Fellow Services, and authorizing the Executive Director to execute the MOU.”

9. APPROVAL OF RESOLUTION NO. 549 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE LEASE AGREEMENT WITH THE CITY OF CLAREMONT FOR USE OF OFFICE SPACE AT 1717 N. INDIAN HILL BOULEVARD, SUITE B, IN CLAREMONT

Recommendation: “A motion to adopt Resolution No. 549 authorizing the Executive Director to execute a Lease Agreement with the City of Claremont for office space at 1717 N. Indian Hill Blvd., Suite B, effective October 1, 2020 - September 30, 2025.”

10. APPROVAL OF RESOLUTION NO. 550 AUTHORIZING THE RENEWAL OF MASTER SERVICES AGREEMENT WITH RELIAS, LLC FOR eLEARNING SERVICES EFFECTIVE OCTOBER 1, 2020

Recommendation: “A motion to adopt Resolution No. 550 approving the renewal of Master Services Agreement with Relias, LLC for eLearning Services, and authorizing the Executive Director to execute the Agreement.”

MONTHLY STAFF REPORTS

11. TONI NAVARRO, EXECUTIVE DIRECTOR REPORT

12. DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT

13. NANCY GILL, CHIEF OPERATIONS OFFICER REPORT

14. ANGELA IGRISAN, CHIEF CLINICAL OFFICER REPORT

15. SEEYAM TEIMOORI, MEDICAL DIRECTOR REPORT

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

17. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT

Recommendation: “A motion to receive and file the month of September 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. 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, October 21, 2020 at 5:00 p.m.**, via teleconference due to the COVID-19 pandemic.

MICAELA P. OLMOS
JPA ADMINISTRATOR/CLERK



MINUTES

REGULAR MEETING OF THE GOVERNING BOARD JULY 15, 2020 – 5:00 P.M.

The Governing Board held on Wednesday, July 15, 2020 at 5:00 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 Chair Carder called the meeting to order at 5:00 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
Mica Olmos, JPA Administrator/Clerk

CONSENT CALENDAR

There being no comment, Chard Carder moved, and Vice-Chair Vera 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 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**

Executive Director Navarro indicated that Conflict of Interest and Disclosure Code had been amended to include the Chief Compliance Officer position, the revised title of Chief Clinical Officer position, the Chief information Officer, and the Consultant/Contractor position.

There being no further comment, Board Member Vera moved, and Vice-Chair Leano seconded, to adopt Resolution No. 536 approving the Revised TCMHA Conflict of Interest and Disclosure Code effective August 1, 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.

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**

Director of MHSA & Ethnic Services Hundal said that as part of the Workforce and Education Training component of the Mental Health Services Act, Tri-City has been part of the regional partnership with other 9 counties called Southern Counties Regional Partnership (SCRP) which focuses in expanding 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; that the MOU renewal is for 6 years; that the SCRCP had applied for a \$15 million grant with the Office of Statewide Health Planning and Development (OSHDP) to fund programs that oversee training and support a Public Mental Health System; that Tri-City’s contribution will be \$62,076 and in return Tri-City will receive through SCRCP \$501,000.

There being no further comment, Vice Chair Leano moved, and Board Member Cockrell seconded, to adopt Resolution No. 537 approving the First Amendment to MOU with the SCRCP; and authorizing the Executive Director to execute said Amendment. 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.

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

Executive Director Navarro stated that the Ballmer Group grant monies to the Pomona community through the Pomona Community Foundation for the three partners in this MOU: Tri-City, Bright Prospect, and Fairplex; discussed how the partnership developed through the Fairplex CEO, Miguel Santana, to implement a vision for the future of Pomona regarding economic development, educational success, and overall wellbeing, called Pomona Vision 2030; that Tri-City has taken the lead on the childhood phase and partnership with PUSD to create a plan for how to identify the needs and gaps in family wellness and childhood stability that negatively impact educational success, which in turn, impacts a whole lifetime of opportunities; that the contribution of \$78,000 to Tri-City for the next 18 months will help assess the families with children ages K – 8th Grade in Pomona; she then expressed hope for when the plan is in place that the City of Pomona may be eligible for a significantly larger 10-year grant from the Ballmer group, expressing excitement to work for such an important initiative.

Board Member Vera stated that this was a great grant and that he was glad to see Executive Director Navarro taking more leadership in some other matters in the City of Pomona, noting that it speaks well of Tri-City and its Executive Director; and thanked and congratulated the Executive Director for the grant. He then announced that he would abstain from voting on this item because he had served as legal counsel in the past for the Pomona Community Foundation and Bright Prospect; and that he is also a member of the LA County Fairplex Association.

There being no further comment, Alternate Board Member DeFrank moved, and Board Member Ontiveros-Cole seconded, to adopt Resolution No. 538 approving a collaboration agreement with the Pomona Community Foundation, Bright Prospect, and Fairplex. The motion was carried by the following vote: AYES: Alternate Board Member DeFrank; Board Members Cockrell, and Ontiveros-Cole; Vice-Chair Leano; and Chair Carder. NOES: None. ABSTAIN: Board Member Vera. ABSENT: None.

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

Executive Director Navarro stated that Tri-City has interns who are first year social work students from APU and participate in a variety of activities with the Wellness Center and the larger clinical team to build their skills as future social workers; and that this is a renewal agreement with APU.

There being no further comment, Vice Chair Leano moved, and Board Member Cockrell seconded, 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. 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.

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)

Executive Director Navarro indicated that the last time the contract was implemented was in Fiscal Year 2017-18; and expressed gladness that this year LACDMH took a lot of edits from Tri-City and that this is the first time that Tri-City has a contract that reflects its partnership and negotiation with very little confusion that Tri-City is not a contractor, rather a partner.

There being no further comment, Board Member Cockrell moved, and Board Member Ontiveros-Cole seconded, to adopt Resolution No. 540 approving the Short/Doyle Contract with LACDMH and authorize the Executive Director to execute the Contract. 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.

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

Chief Financial Officer Acosta announced that she was going to focus on page 15 of the budget document which summarizes all the detail of the 81-page document; that finance strives to be transparent and provide plenty of detail in the narratives to answer a lot of questions ahead of time; that the budget is based on the most recent information obtained from the California Behavioral Health Association and information that is received from the State; that it is her opinion that this budget continues to be conservative and that the most significant increases stem from the need to continue to hire for vacant positions; she then explained the components contained on Page 15, the Consolidating Cash Flow Budget, which is a grand total and a summary for Fiscal Year 2019-20 and 2020-21; discussed the most significant transactions from operating activities and the projected fiscal year 2020-21 which is basically projected actuals, the best estimate for the end of this fiscal year on June 30, 2020; explained revenue projected to be collected for the services that we provide in this fiscal year and on older receivables and cash payments; explained the cash flows from non-capital financing activities which are MHSA and realignment, noting that this is also revenue which is not included in the operating activities, but is meant to cover the expenses.

Executive Director Navarro expressed excitement about finding out late last week that there will be an additional \$439,000 coming from the governor in realignment backfill.

Discussion ensued about Realignment funding in Fiscal Year 2020-21 which will remain limited to the guaranteed minimum distribution from the State's Mental Health Sub-account which is approximately 15% of no growth as a result of reduction of sales tax collected due to COVID-19.

Chief Financial Officer Acosta then explained the Cash Flow from Capital and related Financing Activities, pointing out that the most significant outflow this year were planned projects as well as the CSS dollars designated for housing which are projected to be expended this year.

Executive Director Navarro explained that that several County partners have to go into their prudent reserves as allowed by the State; however, Tri-City will not be touching any of its prudent reserves, and that Tri-City also has a strong safety net for the years to come until the economy recovers.

Chief Financial Officer Acosta then explained the Investing Activities, noting that this section describes the projected interest that Tri-City will collect which is a little more conservative than what has been received in the past because of uncertainty with everything that is happening in the world; she then expresses excitement about continuing to collect money on prior accounts receivable and that Tri-City will be able to make another bankruptcy payment in the next couple of weeks, as well as the final payment before the end of this calendar year. She then referred to the Net Change in Cash indicating that the year will end with what we basically started with, except for the funds that are going to be expended on those planned projects.

Discussion ensued regarding Tri-City's realignment funds, which because of the bankruptcy, Tri-City is required to make payments above the \$2 million maximum reserve; and that on the MHSA side, there is a specific calculation for the amount of \$2.2 million of prudent reserves that Tri-City maintains.

Chief Financial Officer Acosta concluded her report by stating that all of the expenses detailed are by line item, by specific type of expense, and by program; that the grant totals of all of those pages flow into the grand total at the top of Page 15, the Consolidating Cash Flow Budget.

The Governing Board expressed appreciation for the hard work and great job in creating the budget.

There being no further discussion, Vice Chair Leano moved, and Alternate Board Member DeFrank seconded, to adopt Resolution No. 541 establishing Tri-City's FY 2020-21 Operating Budget and Cash Flow Budget. 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

9. TONI NAVARRO, EXECUTIVE DIRECTOR REPORT

Executive Director Navarro reported that staff is considering conducting a community survey to find out more about what the community sees in Tri-City and help us move towards the goal of making Tri-City a household name and also to understand where we need to go for our next decade; that we will be having some celebrations over the year; she then conveyed that if the federal government approve the Heroes Act, there will be an additional \$250 million coming to the State for behavioral health and Tri-City could receive approximately an additional \$150,000 of realignment in the next year; she then expressed excitement about five new hires in June and July; she responded to a question that a Board Member asked this week if Tri-City was aware of State funding for telehealth and noted that yes, and that staff was completing the application to get reimbursed for monies spent and for some relief towards expanding the telehealth capability, including clients so that they can connect with Tri-City easier; and that staff is waiting results from a FCC grant that Tri-City applied at the federal level. She then reported that in Fiscal Year 2018-19 data, Tri-City had a 95% success rate when staff was housing people into permanent supportive housing that had been placed in transitional housing; that during COVID a lot of people needing help with housing have been reaching out to Tri-City and the clinical team and the housing team are doing an amazing job of collaborating and communicating; that the three cities have been generous with their federal funds to help with housing and rent payments for our citizens; and that the hope is that between Tri-City services and the three cities' support, the impact will not be has bad here in the three cities.

Discussion ensued regarding Tri-City's recruitment and hiring process.

10. DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT

Chief Financial Officer Acosta reported that Tri-City had just received a \$2.7 million payment through LACDMH for FFP or MediCal for the services that we provide; that a portion of these funds go to Realignment thus, Tri-City will be able to make a bankruptcy payment; that it is expected that Tri-City will be paying off the bankruptcy before December 2020; and that a proclamation will be drafted to memorialize it. Executive Director Navarro added that she has a commitment from Johnathan Sherin, Director of LACDMH, to provide a Proclamation to Tri-City. Chief Financial Officer Acosta continued to say that Tri-City is in the middle of its annual independent financial statement audit; and that it is expected that the auditors will present Tri-City's final Audited Financial Statements for year ending June 30, 2020 to the Governing Board at its meeting in October.

11. NANCY GILL, CHIEF OPERATIONS OFFICER REPORT

Chief Operations Officer Gill reported that the repair for the sewer line connection at the baseline property had been completed; that staff is continuing to modify some of the office spaces to make sure it meets privacy and physical distancing for staff; that most of Tri-City's staff is working remotely; that we were able to purchase N95 masks and have been distributing those as needed, mostly to field staff who are working directly with clients; and that program support and front desk staff are assisting other departments to help meet the needs of the agency.

12. ANGELA IGRISAN, CHIEF CLINICAL OFFICER REPORT

Chief Clinical Officer Igrisan talked about the Children Intake Program and reported that staff started with the PIER training which is the Portland Identification and Early Referral program for early psychosis, noting that the video format allowed Tri-City to open its virtual doors to include people from other counties, pointing out that San Bernardino and Ventura Counties also participated in the training; that the training program is comprehensive and will take a couple of years; and that staff is busy as evidenced by the billing and the dollars that are coming in as reflected in the budget.

13. SEEYAM TEIMOORI, MEDICAL DIRECTOR REPORT

Dr. Teimoori stated that he had shared in his report the services that the outreach team and the supplemental crisis are providing, noting that similar to the clinical team, services have increased compared to the months of March or April or even May.

Board Member Vera inquired how staff is doing since he knows they are under a lot of pressure. Dr. Teimoori reported that staff are adapting, that things were more stressful during the first two months; however, a balance has been created between telehealth and face-to-face services to reduce exposure; that there are nursing staff who have to provide face-to-face services; therefore, Tri-City has been providing a lot of education, establishing protocols and guidelines in terms of safety and providing them personal protection, as well as giving them time off when it is needed or staff requests it.

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

Director of MHSA & Ethnic Services Hundal reported that July is Minority Mental Health Month; that in May of 2008, the US House of Representative announced July as Bebe Moore Campbell National Minority Mental Health Awareness Month; that Bebe Moore Campbell was an author, advocate, co-founder of NAMI Urban Los Angeles and national spokesperson; that 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; that racism, social injustice, and limited access to care contribute to poor mental health outcomes, including suicide among racial, ethnic and minority populations; that in the last decade, serious mental illness among Asian/Pacific Islander American and Latinx adults, and Black Americans of all ages, has increased; that as compared to 10 years ago, Black American teenagers are now 50% more likely than White teenagers to attempt suicide; that 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; that Tri-City is hosting webinars that discuss these topics and are archived in Tri-City's website; and announced that a Community Connection webinar focusing on what mental health means in different cultures, and Tri-City's African-American Family Wellness Advisory Council webinar addressing racism and mental health, are scheduled on July 23rd, in the morning and afternoon, respectively.

15. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT

Chief Compliance Officer Majors-Stewart reported that staff is currently gathering data directly from staff and clients about their experiences and needs as we navigate through this difficult time of modified operations and service provision during this pandemic; that gathering this data is so critical because it will help Tri-City stay ahead of the curve and assist staff with current and future planning; that staff wants to make sure that we are effective and attending the most critical needs as efficiently as possible; that during the month of June a client satisfaction survey was conducted which is a standard survey that is conducted twice a year; however, this time the results are going to be compared with results from previous years to find out how we are navigating during this time; that staff also started to look specifically at satisfaction among staff and clients during the current modified operations and preliminary feedback was received; that staff is going to conduct a more in depth analysis of the satisfaction and needs among clients and staff and those results are anticipated to be available in August, and thereafter, the staff leadership team will discuss the next steps in planning.

Discussion ensued about how the employee and client satisfaction surveys are conducted in-house; about how employee surveys can be used as a recruitment tool; and that full results will be provided to the Board when they are available.

There being no further comment, Board Member Cockrell moved, and Vice-Chair Leano seconded, to receive and file the month of July 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

Board Member Ontiveros-Cole thanked staff for all the work done, noting that she was very impressed with the budget presentation; she then expressed the importance of social distancing, washing hands, and wearing a mask; shared statistics about the spread of COVID in the City of Pomona; and reiterated the need to be very careful and to take care of ourselves to prevent COVID from spreading.

Chair Carder concurred with Board Member Ontiveros-Cole comment and stated that we have to be examples for cities and organizations by wearing a mask.

Board Member Vera reported that Pomona Valley Hospital provided daily updates on COVID and that as of two days ago, the hospital was pretty much at capacity; that it has been predicted that it will get worse due to the summer holidays; discussed the many referrals the hospital is receiving pointing out that the hospital is ready for it; however, it is putting a tremendous strain on both the staff and resources.

Chair Carder announced that Alternate Board Member Bill Aguirre, La Verne Community Services Director, will be retiring in December and asked if Tri-City can recognize him for his services to Tri-City; and commented that he will be a huge loss for the City of La Verne and for Tri-City.

PUBLIC COMMENT

There was no public comment.

ADJOURNMENT

At 6:15 p.m., on consensus of the Governing Board its meeting of July 15, 2020 was adjourned. 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.

Micaela P. Olmos, JPA Administrator/Clerk



Tri-City Mental Health Authority
AGENDA REPORT

DATE: September 16, 2020
TO: Governing Board of Tri-City Mental Health Authority
FROM: Toni Navarro, LMFT, Executive Director
BY: Diana Acosta, CPA, Chief Financial Officer
SUBJECT: Approval of Resolution No. 542 Adopting Tri-City Mental Health Authority's Published Rates Effective Beginning Fiscal Year 2019-20

Summary

In order to conform to the Los Angeles County Department of Mental Health's cost reporting process, staff is requesting the Governing Board to approve an increase of Tri-City's current Published Rates to be effective beginning Fiscal Year 2019-20.

Background

In accordance with LA County Department of Mental Health cost reporting process, it is required that Tri-City's Published Rates be approved by the Governing Board. Based on Tri-City's best estimate of the total direct cost and allowed administrative cost (15% of direct costs) to provide services to all outpatient and FSP clients in fiscal 2019-20, it is estimated that the actual unit costs will exceed Tri-City's current Published Rates. The current Published Rates were last updated in July of 2018 and were made effective Fiscal Year 2017-18. Therefore, the Published Rates listed below are recommended to be approved effective beginning Fiscal Year 2019-20. The rates represent the charge per minute of service.

TRI-CITY MENTAL HEALTH AUTHORITY PUBLISHED RATES			
OUTPATIENT SERVICES	SFC	CURRENT RATES	RECOMMENDED RATES BEGINNING FY 2019-20
Targeted Case Management	15/01-09	\$ 2.74	\$ 2.91
Collateral	15/10-19	\$ 3.52	\$ 3.74
Mental Health Services	15/30-59	\$ 3.52	\$ 3.74
Medical Support	15/60-69	\$ 6.50	\$ 6.91
Crisis Intervention	15/70-79	\$ 5.23	\$ 5.56

Fiscal Impact:

None. The rate at which Tri-City is reimbursed is based on actual costs. Those rates should not exceed published rates; therefore, the increase to the Published Rates allows Tri-City to recapture actual costs.

Governing Board of Tri-City Mental Health Authority
Approval of Resolution No. 542 Adopting Tri-City Mental Health Authority's Published
Rates Effective Beginning Fiscal Year 2019-20
September 16, 2020
Page 2

Recommendation

Staff recommends that the Governing Board adopt Resolution No. 542 establishing Tri-City's Published Rates effective Fiscal Year 2019-20.

Attachments

Attachment 2-A: Resolution No. 542 - DRAFT

RESOLUTION NO. 542

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING THE AUTHORITY'S PUBLISHED RATES EFFECTIVE BEGINNING FISCAL YEAR 2019-20

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 conform to the Los Angeles County Department of Mental Health's cost reporting process.

B. It is estimated that the unit costs to provide services to all outpatient and Full Service Partnership (FSP) clients in Fiscal Year 2019-20 will exceed the existing Authority's Published Rates established and effective beginning in Fiscal Year 2017-18.

2. **Action**

The Governing Board approves the following charge per minute of service Published Rates listed below effective July 1st in Fiscal Year 2019-20.

TRI-CITY MENTAL HEALTH AUTHORITY PUBLISHED RATES			
Outpatient Services	SFC	Current Rates	Recommended Rates Beginning Fiscal Year 2019-20
Targeted Case Management	15/01-09	\$ 2.74	\$ 2.91
Collateral	15/10-19	\$ 3.52	\$ 3.74
Mental Health Services	15/30-59	\$ 3.52	\$ 3.74
Medical Support	15/60-69	\$ 6.50	\$ 6.91
Crisis Intervention	15/70-79	\$ 5.23	\$ 5.56

3. **Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 16, 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
AGENDA REPORT**

DATE: September 16, 2020

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Diana Acosta, Chief Financial Officer
Nancy Gill, Chief Operations Officer

SUBJECT: Approval of Resolution No 543 Adopting Revised Policy and Procedures Nos.: IX.1 (Purchasing), IV.4 (Petty Cash Accounts), and IX.4 (Travel), Respectively, Effective September 16, 2020

Summary

Tri-City Policies and Procedures are reviewed and updated as needed to ensure that the policies are effective and up to date with current regulatory requirements. Revised Purchasing, Petty Cash and Travel Policy and Procedures have been completed and are being presented to the Governing Board for review and approval.

Background

As part of Management's due diligence, policies should be reviewed periodically. In doing so, Management determined the need to update our purchasing related policies and reached out to a Procurement Consultant to assist in a comprehensive review of existing policies and procedures. Tammy Rimes, Procurement Consultant, has over 20 years of management experience in government procurement. Ms. Rimes is also a Keynote Speaker and Trainer for California Association of Public Procurement Officials (CAPPO).

During the review of our procurement policies and procedures, Ms. Rimes recommended and prepared draft policies for: Purchasing, Petty Cash and Travel. The significant changes are as follows:

1. Purchasing Policy and Procedure IX.1

- More detail regarding competitive pricing procedures and responsibilities.
- Added of Cooperative Purchasing.
- Competitive Purchasing levels changed to add more quotes and approval requirements (ie. was two quotes needed for any purchase exceeding \$10,000 and now is 3 quotes will be required for any purchase over \$3,000).
- Added formal bidding requirement for purchases exceeding \$50,000.
- Added procedures for formal bidding.
- Added detailed responsibilities for Purchasing Manager, Department Director and Departmental Purchaser.

2. Petty Cash Accounts Policy and Procedure No. IV.4

- The limit of petty cash transaction was increased from \$60 to \$100.
- One less Petty Cash fund at of one our locations.

3. Travel Policy and Procedure No. IX.4

- With regard to hotel room rates: Reference to and recommendation to utilize U.S. General Services Administration (GSA) rates when booking and comparing hotel room rates.
- With regard to mileage reimbursement: The actual mileage rate to be utilized is determined annually by the IRS.
- With regard to hotel stays: Clarification of the number of night stays are allowed and for which type of trips.
- With regard to program rewards: clarification that the points may be retained by the employee if a personal credit card was utilized by the employee.

The revised draft policies are included for Governing Board review and approval. Also included is the current versions of each policy, with annotations of all revisions.

Fiscal Impact

None.

Recommendation

Staff recommends that the Governing Board adopt Resolution No. 543 establishing the revised Purchasing Policy and Procedures No.: IX.1, Petty Cash Accounts Policy and Procedure No. IV.4, and Travel Policy and Procedure No. IX.4 effective September 16, 2020.

Attachments

Attachment 3-A: Resolution No. 543 –DRAFT

Attachment 3-B: Purchasing Policy and Procedure Effective 09/16/2020–DRAFT

Attachment 3-C: Purchasing Policy and Procedure Effective 09/16/2015–ANNOTATED

Attachment 3-D: Petty Cash Accounts Policy & Procedure Effective 09/16/2020-DRAFT

Attachment 3-E: Petty Cash Accounts Policy & Procedure Effective 01/21/15– ANNOTATED

Attachment 3-F: Travel Policy and Procedure Effective 09/16/2020–DRAFT

Attachment 3-G: Travel Policy and Procedure Effective 09/16/2015–ANNOTATED

RESOLUTION NO. 543

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING THE AUTHORITY'S REVISED POLICIES AND PROCEDURES NOS.: IX.1 (PURCHASING), IV.4 (PETTY CASH ACCOUNTS), AND IX.4 (TRAVEL), RESPECTIVELY, EFFECTIVE SEPTEMBER 16, 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 update its Policies and Procedures Nos. IX.1 (Purchasing), IV.4 (Petty Cash Accounts), and IX.4 (Travel), respectively, to comply with current regulatory requirements, as well as the agency best practices.

B. Tri-City Policies are routinely reviewed and updated in order to have congruency with current regulations, mandates, and processes.

2. Action

The Governing Board approves the Authority's revised Purchasing Policy and Procedure No. IX.1; Petty Cash Accounts Policy and Procedure No. IV.4; and Travel Policy and Procedure No. IX.4, respectively, effective September 16, 2020, replacing and superseding all previous versions.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 16, 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: _____



POLICY & PROCEDURE

SUBJECT: Purchasing	POLICY NO.: IX.1	EFFECTIVE DATE: 09/16/2020	PAGE: 1 of 14
APPROVED BY: Executive Director Governing Board	SUPERCEDES: 9/16/2015 10/15/2014 04/26/2006	ORIGINAL ISSUE DATE: 04/01/1998	RESPONSIBLE PARTIES: All Staff Chief Financial Officer Controller Executive Team

1. PURPOSE

- 1.1 To ensure that a determination of the Authority’s needs for goods and services are made by appropriate personnel and procured according to established guidelines.
- 1.2 To ensure that proper approval will be obtained prior to the establishment of a contract or order being placed.
- 1.3 To ensure Authority administrative control over orders placed and goods received.
- 1.4 To enact best practices in public procurement and ensure that procurement is conducted according to the guidelines and authorizations set by the Authority.
- 1.5 To maintain proper documentation of all purchases, contracts, insurance requirements and receipts/payments of goods and services.

2. DEFINITIONS

When used in this Policy, the following terms shall have the meanings hereinafter set forth unless the context indicates otherwise:

- 2.1 **“Purchase” or “Purchases”**: includes the purchase of supplies, materials, equipment, leases and contractual services for the Authority. “Purchases” do not include Public Works Contracts as defined by the Public Contract Code.
- 2.2 **“Bid”**: refers to the procurement method used to procure goods, services and public works projects for the Authority. For the purpose of this policy, “bid” is used generically for all procurement methods including quotes, bids, request for information (RFI), request for qualifications (RFQ) and request for proposal (RFP).



POLICY & PROCEDURE

SUBJECT: Purchasing	POLICY NO.: IX.1	EFFECTIVE DATE: 09/16/2020	PAGE: 2 of 14
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- 2.3 "Public Works Contract": means an agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- 2.4 "Responsible bidder": means a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the scope of work and meet the specifications of the bid document or solicitation.
- 2.5 "Responsive Bid": means a quote or proposal submitted that meets all the requirements of the quote or bid documents.
- 2.6 "Emergency": means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.
- 2.7 "Sole Source Purchase": is any Purchase where only one known source exists or only one single supplier can fulfill the requirements because of its technological nature, specialized nature, proprietary nature or unique character.

3. POLICY

- 3.1 The purchase of goods and services shall be made by qualified Authority employees, according to the guidelines established, and within the Authority's budget.
- 3.2 Receipt of such goods and services shall be verified by the assigned responsible employees.
- 3.3 Proper documentation of the procurement process, and delivery of goods and services received, shall be provided to the Purchasing department and Accounting.
- 3.4 General Provisions. The following provisions shall apply to all Purchases unless otherwise provided for herein:
 - 3.4.1 **Policies Applicable to All Purchases.** All purchases for the Authority shall be made in conformance with these policies and procedures.
 - 3.4.2 **Bid Procedures.** The Authority may determine the best method to procure commodities or services through public procurement best practices and available bid options.



POLICY & PROCEDURE

SUBJECT: Purchasing	POLICY NO.: IX.1	EFFECTIVE DATE: 09/16/2020	PAGE: 3 of 14
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The solicitation may be in the form of a quote, bid, Request for Information (RFI), Request for Qualifications (RFQ), or Request for Proposal (RFP). Documentation of the solicitation process and ultimate selection is required.

- 3.4.3 Competitive Pricing.** Authority employees must always strive to purchase competitively and wisely, except as otherwise directed by law, or as directed by the Governing Board or as provided by this Policy. Documentation of competitive pricing shall be obtained and retained with the pertinent purchasing documentation.
- 3.4.4 Competition to be Encouraged.** It shall be the duty of any Authority employee involved in the purchasing process to discourage collusive or uniform bidding by every possible means and to endeavor to obtain as full and open competition as possible on all purchases.
- 3.4.5 Splitting Orders to Avoid Competitive Pricing/Bid Process Prohibited.** Splitting or separating into smaller orders the purchase of services, supplies, or equipment to evade the competitive pricing provisions of this Policy is prohibited.
- 3.4.6 Purchases not Conforming to the Competitive Pricing/Bid Process.** Certain purchases are not readily adaptable to competitive pricing or informal and formal bidding process. These purchases may include examples of the following: Advertisements and notices, consulting and professional services, United States Postal Service, insurance, medical payments, membership dues, real property/easement acquisition, subscriptions, computer hardware and software maintenance agreements, trade circulars or books, certain travel expenses, warrantied vehicle and equipment repairs, and utility payments. As such, these purchases may be exempt from competitive pricing requirements.
- 3.4.7 Highest Ethical Standards.** All purchasing functions are to be conducted with the highest ethical standards. All employees must remain constantly aware of their responsibilities for spending public funds. Acceptance of money, gifts or favors in exchange for purchasing goods or services is strictly prohibited.
- 3.4.8 Recurring Expenditures Bidding.** If it is known that the recurring purchase of any material, supply and/or item of equipment will result in an annual expenditure in excess of \$25,000, then formal bidding procedures shall be used for that purchase.



POLICY & PROCEDURE

SUBJECT: Purchasing	POLICY NO.: IX.1	EFFECTIVE DATE: 09/16/2020	PAGE: 4 of 14
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- 3.4.9 Time and Place for Opening of Bids.** All solicitations for written bids shall specify the time and place for the public opening of written formal bids. However, other than Public Works bids, there is no requirement for a public bid opening, and shall be at the discretion of the Authority.
- 3.4.10 Record of Bids.** The Purchasing Manager or designee shall make a tabulation or other record of all bids received on any item and such records shall be open to public inspection per public records after the bid opening or the last day for receiving bids.
- 3.4.11 Awards to Bidders/Lowest Responsible Bidder.** All purchases made pursuant to formal or informal bids shall be awarded to the most responsive and responsible bidder. In determining the lowest responsible bidder, the Purchasing Manager or designee shall take into consideration the quality offered and its conformity with the specifications, the delivery and discount terms, pricing, ability to perform the scope of work, and any other information and data required to prove the bidder's responsibility.
- 3.4.12 Subcontractors.** Any bidder making a bid or offer to perform the scope of work shall, in the bid offer, set forth the name, the location of the place of business, specific duties that will be performed under the awarded contract, and any pertinent information such as a California contractor license number, California Department of Industrial Relations registration number, business licenses and/or certifications, if applicable.
- 3.4.13 Rejection of Bids.** At the discretion of the Governing Board, Executive Director, Purchasing Manager or designee, the Authority may reject any and all bids and re-advertise or resolicit for bids at any time.
- 3.4.14 Tie Bids.** If two or more bids are received for the same total amount, or unit price, and if the public interest will not permit the delay of rebidding, the award of the contract may be made to one of the tie bidders by drawing lots in public, or the bid can be cancelled.
- 3.4.15 Failure of Bidder to Execute or Perform Contract.** If the successful bidder fails to execute the contract, the Purchasing Manager, or designee, can cancel the intent to award or resulting contract, if deemed in the best interests of the Authority. The Purchasing Manager may make an award it to the second lowest responsible bidder or through another procurement method to ensure there is no gap in provided services.



POLICY & PROCEDURE

SUBJECT: Purchasing	POLICY NO.: IX.1	EFFECTIVE DATE: 09/16/2020	PAGE: 5 of 14
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3.4.16 Purchase of Patented or Proprietary Articles. When the Authority requires supplies, materials, or equipment, which are patented, or proprietary and which are obtainable in two or more equally satisfactory and competitive makes, brands or types, the Purchasing Manager or designee shall list the acceptable make, brands or types in the invitation to bid. Such lists shall also include the phrase "or equivalent" to permit bidders to bid on alternate or additional makes, brands or types. In order for any such alternate or additional make, brand or type to be considered, it shall be incumbent on each such bidder to prove to the satisfaction of the Purchasing Manager or designee prior to the time for submitting bids that the alternate or additional make, brand or type is equal in quality or performance to those listed in the invitation to bid.

3.4.17 Competitive Pricing Exceptions. There may be instances when open competitive pricing is not practical, such as purchases of standardized goods and services, or goods and services that can only be obtained from one source. Exceptions to competitive pricing require the Executive Director, Chief Financial Officer and Purchasing Manager approval in advance.

3.4.18 Directed Purchases can be justified for standardization and/or compatibility purposes. Standardization includes technical product applications when compatibility and interchangeability are important and/or useful. Standardization is used to ensure compatibility of components and maintain commonality of items to save time, training and reduce replacement part stocking. Standardization tends to limit the competitive pricing, yet to the extent possible, competitive pricing of a standardized product should be obtained. Items typically standardized include medical equipment, vehicles, security systems and computer equipment. Directed Purchases may also be applicable to replacement and repair of specific operational equipment by the manufacturer, dealer or service provider to ensure warranty coverage and standardization of equipment.

3.4.19 Sole Source purchases may include proprietary items sold directly from the manufacturer, items that have only one distributor authorized to sell in this area or a certain product that has proven to be the only acceptable product. Examples of acceptable sole source exceptions may also include:

3.4.19.1 Only one known source exists for supplies or services as determined by documented research;



POLICY & PROCEDURE

SUBJECT: Purchasing	POLICY NO.: IX.1	EFFECTIVE DATE: 09/16/2020	PAGE: 6 of 14
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3.4.19.2 No other reasonable alternative source exists that meets the Authority requirements;

3.4.19.3 Only one service provider meets the business needs of the Authority or is required for equipment installation, maintenance, and/or repair to comply with manufacturer's warranty or specific knowledge of the equipment and its use in a mental health services environment.

3.5 Cooperative Purchases

3.5.1 Other Public Authority Bids or Cooperative Purchasing Organizations. The Authority may make purchases from vendors to whom other public agencies or cooperative purchasing organizations have awarded competitively bid contracts at the prices provided for in such awarded contracts without requesting additional competitive bids; provided, the Purchasing Manager or designee determines such prices are competitive. The Purchasing Manager may award contracts for such purposes if they are for materials or equipment costing, with an annual total expenditure of less than \$25,000. Purchases over \$25,000 shall be presented to the Governing Board for award.

3.6 Competitive Purchasing Levels. Depending on the purchase level, the department and/or Purchasing will determine the correct method of procurement (Exhibit C).

3.6.1 Purchases less than \$500. Purchase can be made with approval signature of Program Manager and may be submitted directly to Purchasing for processing.

3.6.2 Purchases more than \$500 and less than \$3,000. Although there is no specific requirement for the competitive pricing of purchases less than \$3,000, competitive pricing shall be used whenever practical. The Requisition to Order Form (Exhibit B) must be completed, with approval of Program Manager and a member of the Executive Team for approval, prior to submission to Purchasing.

3.6.3 Purchases from \$3,001 to \$25,000. Require at least 3 documented competitive pricing quotes in order to determine the lowest responsible bidder. The quotes shall be documented on the Authority's Request for Quote form (Exhibit A). Must obtain approval of Program Manager and member of Executive Team for approval prior to submission to Purchasing.



POLICY & PROCEDURE

SUBJECT: Purchasing	POLICY NO.: IX.1	EFFECTIVE DATE: 09/16/2020	PAGE: 7 of 14
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3.6.4 Purchases from \$25,000 to \$50,000. Require at least 3 documented competitive pricing quotes in order to determine the lowest responsible bidder. This is for any and all purchases over \$25,000, as either a one-time purchase or spent cumulatively over the course of a fiscal year. The quotes shall be documented on the Authority's Request for Quote form (Exhibit A). Must obtain approval of Program Manager and member of Executive Team for approval prior to submission to Purchasing. These purchases and resulting contract shall be presented to the Governing Board for award.

3.6.5 Purchases over \$50,000. Require formal bid procedures for all purchases and contracts for commodities, equipment or services that exceed \$50K as either a one-time purchase or spent cumulatively over the course of a fiscal year.

3.6.6 Certain types of higher risk services will require formal bid procedures that include but not limited to: Janitorial, Security Guard and Landscaping services. These purchases and resulting contract shall be presented to the Governing Board for award.

3.7 Professional Services

3.7.1 Professional Services are exempt from competitive pricing requirements. However, a competitive selection and/or qualification evaluation process should be used to ensure the most qualified firm or individual is selected. Professional Services typically involves analysis, the exercise of discretion and independent judgment, and/or an advanced, specialized type of knowledge customarily acquired either by a prolonged course of study, higher education degree, or specific experience such as, but not limited to, accountants, consultants, investigators, attorneys, architects, surveyors and engineers.

3.8 Public Work Contracts

Per State of California Public Contract Code, all construction bids and contracts will be formally bid and awarded per the guidelines provided within the Code. This Policy only addresses commodities, services and professional services.

4. PROCEDURES FOR FORMAL BIDDING

4.1 Formal bid procedures for all purchases and contracts for a one-time purchase or annual accumulated purchase exceeding \$50,000.



POLICY & PROCEDURE

SUBJECT: Purchasing	POLICY NO.: IX.1	EFFECTIVE DATE: 09/16/2020	PAGE: 8 of 14
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- 4.1.1 Public Notice.** Bids for Authority purchases and contracts shall be solicited by public notice in the manner prescribed by the Purchasing Manager, with final approval by the Executive Director and Governing Board. All public notices for purchases shall include a general description of the commodities or services to be purchased, shall state where contract bids and specifications may be secured, and deadline for submission. In addition to such public notice, the Purchasing Manager or designee shall solicit bids from prospective bidders on any vendor list maintained by the Authority by sending a notice of solicitation.
- 4.1.2 Form and Submission of Bids.** All bids shall be submitted in sealed envelopes or through an official electronic procurement system in the form and manner prescribed by the Authority. Bids submitted in a sealed envelope shall specify the commodity or service being bid upon and/or bid contract number.
- 4.1.3 Required Bidder's Statement.** The Purchasing Agent shall require each bidder to accompany the bid with a statement of non-collusion made under penalty of perjury that the bidder has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violations of such statements shall void the bid of such bidders.
- 4.1.4 Certifications, Insurance and/or Licensed.** At the time the contract is awarded, the awarded bidder shall be properly licensed in accordance with the laws of the State of California, submit the necessary insurance certification, and meet any stipulated certification requirements within the deadlines outlined the bid documents.
- 4.1.5 Award of Bid.** The award of all contracts under this section shall be made by the Purchasing Manager. Written documentation of award will be provided to the successful and non-successful bidders.
- 4.2 Emergency Purchases.** Emergency purchases may be necessary when unforeseen circumstances require an immediate purchase to avoid a substantial hazard to life, property or serious interruption of Authority operations. The requirement for competitive bidding may be waived in the case of an emergency. The Governing Board delegates the authority to declare an emergency to the Executive Director until the next regularly scheduled Board Meeting where the Department Director making the emergency purchase will report emergency conditions to the Board for informational and/or reaffirmation purposes for purchases over \$25,000. Documentation must be retained and include the



POLICY & PROCEDURE

SUBJECT: Purchasing	POLICY NO.: IX.1	EFFECTIVE DATE: 09/16/2020	PAGE: 9 of 14
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reason for the emergency purchase, the amount of the purchase and the criteria for selection of the chosen vendor or contractor.

4.2.1 Generally, emergency purchases shall be made only for the following reasons:

4.2.1.1 To preserve or protect life, health or property; or

4.2.1.2 Upon natural disaster; or

4.2.1.3 To forestall a shutdown of essential public services; or

4.2.1.4 To permit continuity of fundamental and critical Authority operations.

4.2.2 Since emergency purchases do not normally provide the Authority an opportunity to obtain competitive pricing, those performing the purchasing function shall use sound judgment in keeping such orders to an absolute minimum. Emergency Purchases fall into two categories: 1) Commodities and Services and 2) Public Works Contracts.

4.2.3 Once an emergency need arises, Departments may make a purchase, without competitive pricing requirements, utilizing the Authority's Procurement procedures and practices. Departments shall consult with the Purchasing Manager, prior to making the emergency purchase. If prior consultation was not possible, the Department shall advise the Purchasing Manager or designee of emergency purchases as soon as possible after the commitment.

4.2.4 For Emergency Public Works Contracts, the Executive Director determines the need for an emergency purchase, per Public Contract Code, Departments may let contracts for work without advertising or bid in cases of significant emergency as determined by the Board. Cases of significant emergency include, but are not limited to:

4.2.4.1 States of emergency as specified in Government Code Section 8558.

4.2.4.2 When emergency repair or replacement is necessary to permit the continued operation or service of the Authority.

4.2.4.3 When the emergency work is necessary to avoid danger to life or property.

4.3 Responsibilities.

4.3.1 All purchases are required to have approval prior to the commitment of Authority funds.



POLICY & PROCEDURE

SUBJECT: Purchasing	POLICY NO.: IX.1	EFFECTIVE DATE: 09/16/2020	PAGE: 10 of 14
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- 4.3.2** Clinical, Clerical and Administrative Staff. Submit orders for supplies and services to the assigned departmental personnel and forward to appropriate personnel for processing.
- 4.3.3** Department or Designated Staff. Prepare the appropriate requisition form, obtain the necessary approvals by the Program Manager and/or Executive Team members, prepare purchase orders, place orders, and arrange and verify delivery.
- 4.3.4** Purchasing. Provides centralized policies and procedures for delegated procurement duties and oversees formal bids on behalf of the Authority.
- 4.3.5** The Executive Team, or designees, are authorized to purchase goods and services which are deemed necessary for the operation of the Tri-City Mental Health Authority (Authority), provided such purchases are consistent with prescribed law, funding approved by the Governing Board in the Annual Budget or amendment thereon, and the terms of this Purchasing Policy. The Executive Team in this policy, only refers to the following positions:
- 4.3.5.1** Executive Director
 - 4.3.5.2** Chief Financial Officer
 - 4.3.5.3** Chief Operations Officers
 - 4.3.5.4** Chief Clinical Officer
 - 4.3.5.5** Chief Compliance Officer
 - 4.3.5.6** Medical Director
 - 4.3.5.7** Director of MHSA and Ethnic Services
- 4.3.6 Purchasing Manager.** The Executive Director may appoint a Purchasing Manager for procurement oversight for the Authority. In the absence of such appointment, the Chief Financial Officer shall be Ex Officio Purchasing Manager. The Purchasing Manager may delegate approvals levels and responsibilities to the positions within the Authority to procure goods and services.
- 4.3.7 Purchasing Manager Role.** The Purchasing Manager shall be responsible for planning, coordinating and implementing the purchasing process within prescribed law, Authority policy and administrative directives of the Chief Financial Officer. The Purchasing Manager shall formulate purchasing procedures and standards and assist Departments with implementation. The Accounting/Procurement section will assist the Purchasing Manager with these functions.



POLICY & PROCEDURE

SUBJECT: Purchasing	POLICY NO.: IX.1	EFFECTIVE DATE: 09/16/2020	PAGE: 11 of 14
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4.3.8 Department Director Purchasing Responsibility and Accountability.

The Purchasing Manager may delegate purchasing authorization, as provided by in this Policy, to a Department Director. Department Directors authorized by the Purchasing Manager to make purchases will be accountable and responsible for all purchases made by their respective Department in accordance with this Policy and Procedures, and authorization limits as prescribed by the Purchasing Manager. Delegation of the purchasing function to a Department Director does not relieve that Director from the accountability or responsibility delegated by the Purchasing Manager, Executive Director or Governing Board for any purchases made by their Department. The Department Director is responsible to ensure required purchasing documentation is obtained and retained by the Department, including, but not limited to, documentation supporting any bids and quotes, resulting agreements/contracts, and receipts related to payment/delivery. A Department Director with delegated purchasing authority may designate other Departmental Purchaser(s), as needed, with the requirement that any designee shall comply with these policies and any supplemental procedures in making purchases.

4.3.9 Departmental Purchaser. A Departmental Purchaser is a designated function, not a personnel classification or actual employment title. Depending on the procurement requirements, Departments may have more than one Departmental Purchaser at any one time. A Departmental Purchaser shall be authorized, to the limits established by the Governing Board, Executive Director, Purchasing Manager or Department Director within their authority, to purchase budgeted services, supplies and equipment required by the Authority in accordance with the purchasing policy and procedures. The Departmental Purchaser shall procure the needed quantity and quality of services, supplies and/or equipment at the best value to the Authority. In performing the Departmental Purchaser function, Authority employees shall follow prescribed law, Authority policies and directives of the Purchasing Manager.

5. LEGAL REFERENCES

- 5.1** Government Code Section 8558
- 5.2** California Public Contract Code

6. FORMS

- 6.1 Exhibit A** – Request for Quotes Form
- 6.2 Exhibit B** – Requisition To Order Form
- 6.3 Exhibit C** – Methods of Procurement



EXHIBIT A

REQUEST FOR QUOTE FORM

Requirements:

- For bids over \$3,000 and under \$25,000 – minimum of 3 quotes
- If vendor has conducted business with agency this fiscal year, and this quote will extend them over \$25K total annual revenue, then a formal bid must be conducted
- If quotes are over \$25k, then a formal bid shall be conducted
- Please attached written quotations to this form:

	Quote 1	Quote 2	Quote 3
Name of Company			
Company Address			
Company Phone			
Contact Name			
Contact Phone			
Contact Email			

Please attach written quotations to this form.

Chosen Company is: _____

Approvals: _____ Date: _____

_____ Date: _____

Notes: _____

EXHIBIT B



TRI-CITY MENTAL HEALTH AUTHORITY

1717 N. Indian Hill Bl #B, Claremont, CA 91711 (909) 623-6131 Fax: (909) 623-4073

REQUISITION TO ORDER

TO: Accounting Department
ACCOUNTING@TRICITYMHS.ORG

ORDER DATE: 9/11/2020

PURCHASE ORDER #	
REQUISITION ORDER #	
DATE REQUIRED:	9/11/2020
Order For:	

TERMS:	How Shipped:	
Charge the items requested for order to the following program (list box)		
CLICK ARROW TO SELECT PROGRAM CODE	100%	List Percentage
▼	0%	0%
▼	0%	0%
▼	0%	0%
▼	0%	0%
		100%

Quantity	MFR/Stock#	Description of Items	Item Cost	Total Cost	Taxable?
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
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Bill To: 1717 N. Indian Hill Bl #B, Claremont, CA, 91711
Ship To: 2008 N. Garey Ave, Pomona, CA, 91767

0 Total Num of Items

Payment Options

Purchase Order

Check

Credit Card

Other

SUB TOTAL \$0.00
TAXABLE TOTAL \$0.00
SALES TAX 10.25% \$0.00
SHIPPING \$0.00
TOTAL ORDER AMOUNT **\$0.00**

EXPLANATION OF INTENDED USAGE

Quote Attached? No Yes Num:

SUGGESTED VENDOR(S) _____

ORIGINATOR SIGNATURE _____ 9/11/2020
Date

PROG/SUPR APPROVAL _____ / _____
Date

EXECUTIVE APPROVAL _____ / _____
Date

ACCOUNTING APPROVAL _____ / _____
Date

FOR ACCOUNTING USE ONLY	
DATE ORDER REC'D:	
VENDOR CODE:	
G/L CODE:	
PAID CK#	CK DATE:

IMPORTANT	
PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICE, PACKAGING, ETC	PLEASE SEND 1 COPY OF YOUR INVOICE WITH ORIGINAL BILL OF LADING TO
PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO COMPLETE ORDER BY DATE SPECIFIED.	ACCOUNTING@TRICITYMHS.ORG 1717 N. INDIAN HILL BL. #B, CLAREMONT, CA 91711



EXHIBIT C

Quotes (Under Agency Defined \$ Threshold)	Bid (Commodities or Services over Defined \$ Threshold)	Request for Proposal (RFP)
<ul style="list-style-type: none"> • Agency contacts 3 vendors to obtain quotes • Documentation of quotes • Best value selection of vendor • Requisition Steps of Agency now apply. 	<ul style="list-style-type: none"> • Department and/or Purchasing prepares specifications and bid document • Bid Issued • Possible Pre-Bid Meeting and site meeting • Question / Answer Period • Bid Opening • Possible samples received/tested • Bid Award • Insurance & W-9 Received • Contract signed • PO Issued by Purchasing • Requisition steps of Agency now apply 	<ul style="list-style-type: none"> • Department and/or Purchasing prepares specifications and bid documents. • Bid Issued • Possible Pre-Bid Meeting and site meeting • Question/Answer Period • RFP Opening • 2-part evaluation – Qualifications / Pricing • Interviews and submission of additional information • Negotiations and Best & Final Offer with finalists • RFP Award • Insurance & W-9 Received • Contract signed • PO issued by Purchasing • Requisition steps of Agency now apply
Cooperative Procurement	PCard Purchase (Under Defined \$ Threshold)	Request for Information/Qualifications (RFI/RFQ)
<ul style="list-style-type: none"> • Department / Purchasing determines the specific need • Research available cooperatives • Obtain copies of bid documents & contract • Ensure Agency is a member or allowed to use the selected cooperative • Interview vendor to ensure that needs can be met under the contract or if terms need to be amended. • Sign participating addendum or agreement • Obtain Agency approvals • Departments place order from contract • Payments are issued to Vendor 	<ul style="list-style-type: none"> • Agency determines best value of item • Purchase is made using PCard • Vendor delivers good or service • Invoice sent to PCard User • PCard user checks all purchases and completes Pcard forms • Pcard Approver reviews and signs • Pcard forms submitted to Purchasing for review and payment • Payment issued to bank 	<ul style="list-style-type: none"> • Department and/or Purchasing prepares specifications and bid documents. • Bid Issued • Question/Answer Period • RFI/RFQ Opening • 2-part evaluation – Qualifications / Pricing • Possible Interviews / submission of info • Negotiations and Best & Final Offer with finalists and Award OR decision to issue an RFP and then follow that process. <p>If award, then</p> <ul style="list-style-type: none"> • Insurance & W-9 Received • Contract signed • PO issued by Purchasing • Requisition steps of Agency now apply

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APPROVED BY: Executive Director Governing Board	SUPERCEDES: 04/26/2006 & 10/15/2014	ORIGINAL ISSUE DATE: 01/01/2005	RESPONSIBLE PARTIES: All Staff Chief Financial Officer Controller Executive Team

DEFINITIONS

~~Executive Team as referred to in this policy only refers to the following positions:~~

- ~~• Executive Director~~
- ~~• Chief Financial Officer~~
- ~~• Chief Operations Officer~~
- ~~• Director of Clinical Program Services~~
- ~~• Medical Director~~
- ~~• Director of MHSA and Ethnic Services~~

Flex Funds

- ~~• Flex Funds allocated to Tri-City's Full Service Partnership programs are used to provide assistance to clients with resources and services, aside from direct mental health services, that support their treatment goals and promote their recovery.~~

PURPOSE

- 1.1 To ensure that a determination of the ~~Authority's agency's~~ needs for goods and services are made by appropriate personnel and procured according to established guidelines.
- 1.2 To ensure that proper approval will be obtained prior to the establishment of a contract or order being placed. ~~firm order or contract.~~
- 1.3 To ensure Authority ~~that~~ administrative control ~~will be established~~ over orders placed and ~~that~~ goods ~~and services are~~ received.

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1.4 To enact best practices in public procurement and ensure that procurement is conducted according to the guidelines and authorizations set by the Authority.

1.31.5 To maintain proper documentation of all purchases, contracts, insurance requirements and receipts/payments of goods and services.

DEFINITIONS

When used in this Policy, the following terms shall have the meanings hereinafter set forth unless the context indicates otherwise:

2.1 "Purchase" or "Purchases" includes the purchase of supplies, materials, equipment, leases and contractual services for the Authority. "Purchases" do not include Public Works Contracts as defined by the Public Contract Code.

2.2 "Bid" refers to the procurement method used to procure goods, services and public works projects for the Authority. For the purpose of this policy, "bid" is used generically for all procurement methods including quotes, bids, request for information (RFI), request for qualifications (RFQ) and request for proposal (RFP).

2.3 "Public Works Contract," means an agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

2.4 "Responsible bidder," means a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the scope of work and meet the specifications of the bid document or solicitation.

2.5 "Responsive Bid," means a quote or proposal submitted that meets all the requirements of the quote or bid documents.

2.6 "Emergency," means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

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2.7 Sole Source Purchase,” is any Purchase where only one known source exists or only one single supplier can fulfill the requirements because of its technological nature, specialized nature, proprietary nature or unique character.

POLICY

- 2.1 ~~The determination for the~~ The purchase of goods and services ~~will~~ shall be made by qualified ~~Authority employees individuals in the agency~~ according to the guidelines established, and within the ~~agency~~Authority's budget.
- 2.2 Receipt of such goods and services ~~will~~ shall be verified by the assigned responsible individuals.
- 2.3 Proper documentation of the procurement process, and delivery of goods and services received ~~will~~ shall be provided to the Purchasing department and Accounting.

GENERAL PROVISIONS

The following provisions shall apply to all Purchases unless otherwise provided for herein:

- 4.1 Policies Applicable to All Purchases. All purchases for the Authority shall be made in conformance with these policies and procedures.
- 4.2 Bid Procedures. The Authority may determine the best method to procure commodities or services through public procurement best practices and available bid options. The solicitation may be in the form of a quote, bid, Request for Information (RFI), Request for Qualifications (RFQ), or Request for Proposal (RFP). Documentation of the solicitation process and ultimate selection is required.

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- 4.3 **Competitive Pricing.** Authority employees must always strive to purchase competitively and wisely, except as otherwise directed by law, or as directed by the Governing Board or as provided by this Policy. Documentation of competitive pricing shall be obtained and retained with the pertinent purchasing documentation.
- 4.4 **Competition to be Encouraged.** It shall be the duty of any Authority employee involved in the purchasing process to discourage collusive or uniform bidding by every possible means and to endeavor to obtain as full and open competition as possible on all purchases.
- 4.5 **Splitting Orders to Avoid Competitive Pricing/Bid Process Prohibited.** Splitting or separating into smaller orders the purchase of services, supplies, or equipment to evade the competitive pricing provisions of this Policy is prohibited.
- 4.6 **Purchases not Conforming to the Competitive Pricing/Bid Process.** Certain purchases are not readily adaptable to competitive pricing or informal and formal bidding process. These purchases may include examples of the following: Advertisements and notices, consulting and professional services, United States Postal Service, insurance, medical payments, membership dues, real property/easement acquisition, subscriptions, computer hardware and software maintenance agreements, trade circulars or books, certain travel expenses, warranted vehicle and equipment repairs, and utility payments. As such, these purchases may be exempt from competitive pricing requirements.
- 4.7 **Highest Ethical Standards.** All purchasing functions are to be conducted with the highest ethical standards. All employees must remain constantly aware of their responsibilities for spending public funds. Acceptance of money, gifts or favors in exchange for purchasing goods or services is strictly prohibited.

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- 4.8 Recurring Expenditures Bidding. If it is known that the recurring purchase of any material, supply and/or item of equipment will result in an annual expenditure in excess of \$ 25,000, then formal bidding procedures shall be used for that purchase.
- 4.9 Time and Place for Opening of Bids. All solicitations for written bids shall specify the time and place for the public opening of written formal bids. However, other than Public Works bids, there is no requirement for a public bid opening, and shall be at the discretion of the Authority.
- 4.10 Record of Bids. The Purchasing Manager or designee shall make a tabulation or other record of all bids received on any item and such records shall be open to public inspection per public records after the bid opening or the last day for receiving bids.
- 4.11 Awards to Bidders/Lowest Responsible Bidder. All purchases made pursuant to formal or informal bids shall be awarded to the most responsive and responsible bidder. In determining the lowest responsible bidder, the Purchasing Manager or designee shall take into consideration the quality offered and its conformity with the specifications, the delivery and discount terms, pricing, ability to perform the scope of work, and any other information and data required to prove the bidder's responsibility.
- 4.12 Subcontractors. Any bidder making a bid or offer to perform the scope of work shall, in the bid offer, set forth the name, the location of the place of business, specific duties that will be performed under the awarded contract, and any pertinent information such as a California contractor license number, California Department of Industrial Relations registration number, business licenses and/or certifications, if applicable.

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- 4.13 Rejection of Bids. At the discretion of the Governing Board, Executive Director, Purchasing Manager or designee, the Authority may reject any and all bids and re-advertise or resolicit for bids at any time.

- 4.14 Tie Bids. If two or more bids are received for the same total amount, or unit price, and if the public interest will not permit the delay of rebidding, the award of the contract may be made to one of the tie bidders by drawing lots in public, or the bid can be cancelled.

- 4.15 Failure of Bidder to Execute or Perform Contract. If the successful bidder fails to execute the contract, the Purchasing Manager, or designee, can cancel the intent to award or resulting contract, if deemed in the best interests of the Authority. The Purchasing Manager may make an award it to the second lowest responsible bidder or through another procurement method to ensure there is no gap in provided services.

- 4.16 Purchase of Patented or Proprietary Articles. When the Authority requires supplies, materials, or equipment, which are patented, or proprietary and which are obtainable in two or more equally satisfactory and competitive makes, brands or types, the Purchasing Manager or designee shall list the acceptable make, brands or types in the invitation to bid. Such lists shall also include the phrase "or equivalent" to permit bidders to bid on alternate or additional makes, brands or types. In order for any such alternate or additional make, brand or type to be considered, it shall be incumbent on each such bidder to prove to the satisfaction of the Purchasing Manager or designee prior to the time for submitting bids that the alternate or additional make, brand or type is equal in quality or performance to those listed in the invitation to bid.

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- 4.17 Competitive Pricing Exceptions. There may be instances when open competitive pricing is not practical, such as purchases of standardized goods and services, or goods and services that can only be obtained from one source. Exceptions to competitive pricing require the Executive Director, Chief Financial Officer and Purchasing Manager approval in advance.
- 4.18 Directed Purchases can be justified for standardization and/or compatibility purposes. Standardization includes technical product applications when compatibility and interchangeability are important and/or useful. Standardization is used to ensure compatibility of components and maintain commonality of items to save time, training and reduce replacement part stocking. Standardization tends to limit the competitive pricing, yet to the extent possible, competitive pricing of a standardized product should be obtained. Items typically standardized include medical equipment, vehicles, security systems and computer equipment. Directed Purchases may also be applicable to replacement and repair of specific operational equipment by the manufacturer, dealer or service provider to ensure warranty coverage and standardization of equipment.
- 4.19 Sole Source purchases may include proprietary items sold directly from the manufacturer, items that have only one distributor authorized to sell in this area or a certain product that has proven to be the only acceptable product. Examples of acceptable sole source exceptions may also include:
- only one known source exists for supplies or services as determined by documented research;
 - no other reasonable alternative source exists that meets the Authority requirements;
 - only one service provider meets the business needs of the Authority or is required for equipment installation, maintenance, and/or repair to comply with manufacturer's warranty or specific knowledge of the equipment and its use in a mental health services environment.

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COOPERATIVE PURCHASES

Other Public Authority Bids or Cooperative Purchasing Organizations. The Authority may make purchases from vendors to whom other public agencies or cooperative purchasing organizations have awarded competitively bid contracts at the prices provided for in such awarded contracts without requesting additional competitive bids; provided, the Purchasing Manager or designee determines such prices are competitive. The Purchasing Manager may award contracts for such purposes if they are for materials or equipment costing, with an annual total expenditure of less than \$25,000. Purchases over \$25,000 shall be presented to the Governing Board for award.

COMPETITIVE PURCHASING LEVELS

- 5.1 Depending on the purchase level, the department and/or Purchasing will determine the correct method of procurement (Exhibit C).
- 5.2 Purchases less than \$500 – Purchase can be made with approval signature of Program Manager and may be submitted directly to Purchasing for processing.
- 5.3 Purchases more than \$500 and less than \$3,000 - Although there is no specific requirement for the competitive pricing of purchases less than \$3,000, competitive pricing shall be used whenever practical. The Requisition to Order Form (Exhibit B) must be completed, with approval of Program Manager and a member of the Executive Team for approval, prior to submission to Purchasing.
- 5.4 Purchases from \$3,001 to \$25,000 - Require at least 3 documented competitive pricing quotes in order to determine

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the lowest responsible bidder. The quotes shall be documented on the Authority's Request for Quote form (Exhibit A). Must obtain approval of Program Manager and member of Executive Team for approval prior to submission to Purchasing.

- 5.5 Purchases from \$25,000 to \$50,000 –Require at least 3 documented competitive pricing quotes in order to determine the lowest responsible bidder. This is for any and all purchases over \$25,000, as either a one-time purchase or spent cumulatively over the course of a fiscal year. The quotes shall be documented on the Authority's Request for Quote form (Exhibit A). Must obtain approval of Program Manager and member of Executive Team for approval prior to submission to Purchasing **These purchases and resulting contract shall be presented to the Governing Board for award.**
- 5.6 Purchases over \$50,000 - Require formal bid procedures for all purchases and contracts for commodities, equipment or services that exceed \$50K as either a one-time purchase or spent cumulatively over the course of a fiscal year. Certain types of higher risk services will require formal bid procedures that include but not limited to: Janitorial, Security Guard and Landscaping services. **These purchases and resulting contract shall be presented to the Governing Board for award.**

PROFESSIONAL SERVICES

Professional Services are exempt from competitive pricing requirements. However, a competitive selection and/or qualification evaluation process should be used to ensure the most qualified firm or individual is selected. Professional Services typically involves analysis, the exercise of discretion and independent judgment, and/or an advanced, specialized type of knowledge customarily acquired either by a prolonged

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course of study, higher education degree, or specific experience such as, but not limited to, accountants, consultants, investigators, attorneys, architects, surveyors and engineers.

PUBLIC WORKS CONTRACTS

Per State of California Public Contract Code, all construction bids and contracts will be formally bid and awarded per the guidelines provided within the Code. This Policy only addresses commodities, services and professional services.

PROCEDURES FOR FORMAL BIDDING

Formal bid procedures for all purchases and contracts for a one-time purchase or annual accumulated purchase exceeding \$25,000.

- 6.1 **Public Notice.** Bids for Authority purchases and contracts shall be solicited by public notice in the manner prescribed by the Purchasing Manager, with final approval by the Executive Director and Governing Board. All public notices for purchases shall include a general description of the commodities or services to be purchased, shall state where contract bids and specifications may be secured, and deadline for submission. In addition to such public notice, the Purchasing Manager or designee shall solicit bids from prospective bidders on any vendor list maintained by the Authority by sending a notice of solicitation.

- 6.2 **Form and Submission of Bids.** All bids shall be submitted in sealed envelopes or through an official electronic procurement system in the form and manner prescribed by the Authority. Bids submitted in a sealed envelope shall specify the commodity or service being bid upon and/or bid contract number.

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- 6.3 Required Bidder's Statement. The Purchasing Agent shall require each bidder to accompany the bid with a statement of non-collusion made under penalty of perjury that the bidder has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violations of such statements shall void the bid of such bidders.
- 6.4 Certifications, Insurance and/or Licensed. At the time the contract is awarded, the awarded bidder shall be properly licensed in accordance with the laws of the State of California, submit the necessary insurance certification, and meet any stipulated certification requirements within the deadlines outlined the bid documents.
- 6.5 Award of Bid. The award of all contracts under this section shall be made by the Purchasing Manager. Written documentation of award will be provided to the successful and non-successful bidders.

EMERGENCY PURCHASES

Emergency purchases may be necessary when unforeseen circumstances require an immediate purchase to avoid a substantial hazard to life, property or serious interruption of Authority operations. The requirement for competitive bidding may be waived in the case of an emergency. The Governing Board delegates the authority to declare an emergency to the Executive Director until the next regularly scheduled Board Meeting where the Department Director making the emergency purchase will report emergency conditions to the Board for informational and/or reaffirmation purposes for purchases over \$25,000. Documentation must be retained and include the reason for the emergency purchase, the amount of the purchase and the criteria for selection of the chosen vendor or contractor.

- 7.1 Generally, emergency purchases shall be made only for the following reasons:

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- To preserve or protect life, health or property; or
- Upon natural disaster; or
- To forestall a shutdown of essential public services; or
- To permit continuity of fundamental and critical Authority operations.

- 7.2 Since emergency purchases do not normally provide the Authority an opportunity to obtain competitive pricing, those performing the purchasing function shall use sound judgment in keeping such orders to an absolute minimum. Emergency Purchases fall into two categories: 1) Commodities and Services and 2) Public Works Contracts.
- 7.3 Once an emergency need arises, Departments may make a purchase, without competitive pricing requirements, utilizing the Authority's Procurement procedures and practices. Departments shall consult with the Purchasing Manager, prior to making the emergency purchase. If prior consultation was not possible, the Department shall advise the Purchasing Manager or designee of emergency purchases as soon as possible after the commitment.
- 7.4 For, Emergency Public Works Contracts, the Executive Director determines the need for an emergency purchase, per Public Contract Code, Departments may let contracts for work without advertising or bid in cases of significant emergency as determined by the Board. Cases of significant emergency include, but are not limited to:
- States of emergency as specified in Government Code Section 8558.
 - When emergency repair or replacement is necessary to permit the continued operation or service of the Authority.
 - When the emergency work is necessary to avoid danger to life or property.

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RESPONSIBILITIES

- 8.1 All purchases are required to have approval prior to the commitment of Authority funds.

- 8.2 Clinical, Clerical and Administrative Staff. Submit orders for supplies and services to the assigned departmental personnel and forward to appropriate personnel for processing.
- 8.3 Department or Designated Staff. Prepare the appropriate requisition form, obtain the necessary approvals by the Program Supervisor and/or Executive Team members, prepare purchase orders, place orders, and arrange and verify delivery.
- 8.4 Purchasing. Provides centralized policies and procedures for delegated procurement duties and oversees formal bids on behalf of the Authority.

The Executive Team in this policy, only refers to the following positions:

- Executive Director
- Chief Financial Officer
- Director of Administrative Services
- Chief Clinical Officer
- Chief Compliance Officer
- Medical Director
- Director of MHSA and Ethnic Services

The Executive Team, or designees, are authorized to purchase goods and services which are deemed necessary for the operation of the Tri-City Mental Health Authority (Authority), provided such purchases are consistent with prescribed law, funding approved by the Governing Board in the Annual Budget or amendment thereon, and the terms of this Purchasing Policy.

8.5 Purchasing Manager

The Executive Director may appoint a Purchasing Manager for procurement oversight for the Authority. In the absence of such

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appointment, the Chief Financial Officer shall be Ex Officio Purchasing Manager. The Purchasing Manager may delegate approvals levels and responsibilities to the positions within the Authority to procure goods and services.

8.6 Purchasing Manager Role

The Purchasing Manager shall be responsible for planning, coordinating and implementing the purchasing process within prescribed law, Authority policy and administrative directives of the Chief Financial Officer. The Purchasing Manager shall formulate purchasing procedures and standards and assist Departments with implementation. The Accounting/Procurement section will assist the Purchasing Manager with these functions.

8.7 Department Director Purchasing Responsibility and Accountability

The Purchasing Manager may delegate purchasing authorization, as provided by in this Policy, to a Department Director. Department Directors authorized by the Purchasing Manager to make purchases will be accountable and responsible for all purchases made by their respective Department in accordance with this Policy and Procedures, and authorization limits as prescribed by the Purchasing Manager. Delegation of the purchasing function to a Department Director does not relieve that Director from the accountability or responsibility delegated by the Purchasing Manager, Executive Director or Governing Board for any purchases made by their Department. The Department Director is responsible to ensure required purchasing documentation is obtained and retained by the Department, including, but not limited to, documentation supporting any bids and quotes, resulting agreements/contracts, and receipts related to payment/delivery. A Department Director with delegated purchasing authority may designate other Departmental Purchaser(s), as needed, with the requirement that any designee shall comply with these policies and any supplemental procedures in making purchases.

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8.8 Departmental Purchaser

A Departmental Purchaser is a designated function, not a personnel classification or actual employment title. Depending on the procurement requirements, Departments may have more than one Departmental Purchaser at any one time. A Departmental Purchaser shall be authorized, to the limits established by the Governing Board, Executive Director, Purchasing Manager or Department Director within their authority, to purchase budgeted services, supplies and equipment required by the Authority in accordance with the purchasing policy and procedures. The Departmental Purchaser shall procure the needed quantity and quality of services, supplies and/or equipment at the best value to the Authority. In performing the Departmental Purchaser function, Authority employees shall follow prescribed law, Authority policies and directives of the Purchasing Manager.

~~LEGAL/REGULATORY FUNCTION~~

~~3.1 — Generally Accepted Accounting Principles (GAAP)~~

~~PROCEDURES~~

~~4.1 — **Requisition to Order Form (RTO).** This form will be used for all purchases. The form requires the following information, which should be completed by the person requesting the order:~~

~~4.1.1 — Explanation of the intended usage;~~

~~4.1.2 — Delivery instructions; and~~

~~4.1.3 — Proper program or department code to be charged.~~

~~4.2 — **Ordering Supplies or Services.** All staff members must submit requests for supplies to the appropriate department personnel responsible for placing orders. The processing of requisitions will be assigned to one staff member per department. (This will minimize confusion and avoid duplication of orders.) The department~~

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~~designee will complete the appropriate requisition form, obtain approvals, and submit the form to Purchasing for processing.~~

~~4.2.1 When completing the Standard Supply Requisition and Requisition to Order (RTO) forms, the departmental staff will check the appropriate program box and then provide information as to:~~

~~4.2.1.1 Quantity needed;~~

~~4.2.1.2 Stock number;~~

~~4.2.1.3 Description of the items (should include the model size, color, etc.);~~

~~4.2.1.4 Estimated cost of each item;~~

~~4.2.1.5 Explanation of intended usage;~~

~~4.2.1.6 Suggested vendor; and~~

~~4.2.1.7 Date items are required.~~

~~4.2.2 The forms will then be approved by the Department / Program Supervisor, or Executive Team member.~~

~~4.3 Approvals/Bidding Procedures~~

~~4.3.1 **Orders for less than \$500 and Flex Funds for less than \$250.** Any Flex Funds in the amount of \$250 or less and any order which totals \$500 or less will require the signature of the Program Supervisor only, and may be submitted directly to Purchasing for processing.~~

~~4.3.2 **Orders over \$500 and Flex Funds over \$250.** Any Flex Fund Requests exceeding \$250 and any order over \$500 and/or for any one item exceeding \$500 must be approved by the Program Supervisor and a member of the Executive Team for approval, prior to submission to Purchasing.~~

~~4.3.3 **Orders exceeding \$1,000 for capital purchases** — Refer to the Fixed Asset (Capital) Purchases Policy.~~

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~~4.3.4 — Orders exceeding \$10,000 but less than \$25,000 for goods and services, capital equipment, and contract for services or leases - will require approval by an Executive Team Member and the Executive Director in addition to obtaining oral or written quotations from at least two responsible vendors (which should be documented). Also refer to the exceptions noted within Section 4.5 of this policy.~~

~~4.3.5 — Contracts for professional services and new property lease exceeding \$25,000 annually will require approval by the Executive Director and by the Governing Board.~~

~~4.3.6 — Orders exceeding \$25,000 but less than \$75,000 for goods and services, and capital equipment - will require approval by an Executive Team Member and the Executive Director if such item was previously approved by the Governing Board through the approved operating budget or a specific MHSA plan, in addition to obtaining written quotations from a minimum of two responsible vendors (which should be documented). If not previously approved as noted above, then approval for the purchase would require the approval process as noted in Section 4.3.5 of this policy. Also refer to the exceptions noted within Section 4.5 of this policy.~~

~~4.3.7 — Orders exceeding \$75,000 for goods and services, capital equipment, and contract for services or leases - will require approval by the Executive Director and the Governing Board, in addition to obtaining written proposals or quotes from a minimum of two responsible vendors (also refer to exceptions noted within Section 4.5 of this policy)~~

~~4.3.8 — Purchases of real property - will require a property appraisal, Executive Director and the Governing Board approval. The purchase price does not normally exceed 110% of the appraised value, however, the Governing Board may elect to exceed that percentage in its discretion.~~

~~4.4 — Distribution of Requisition Forms~~

~~4.4.1 — All requisition forms are on the K: drive under the Forms Folder and Tri-City's Intranet "Summit" under Accounting Forms.~~

~~4.4.2 — All requisition forms must be submitted to the Purchasing department by 12:00 p.m. noon on Tuesdays, to be ordered in the same week. Order forms received after 12:00 p.m. noon on Tuesdays will be ordered the~~

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~~following week unless approved by the Executive Director or member of the Executive Team.~~

~~4.4.3 All order forms must be placed in the Purchasing box for pick-up at the above scheduled times.~~

~~4.4.4 Special procedures apply to "RUSH" orders.~~

~~4.5 Purchase Order and Bid Processing~~

~~4.5.1 All requisition forms will be dated and time stamped when received by Purchasing.~~

~~4.5.2 Orders that total \$500 or less will be placed directly from the requisition with the vendor.~~

~~4.5.3 For orders over \$500, (\$250 for Flex Funds) requisition form must first be approved by the Program Supervisor or Manager and Executive team member. Upon approval, Purchasing will place the orders with the appropriate vendors.~~

~~4.5.4 For orders or purchases over \$10,000, the documentation of oral or written quotations shall be attached (see the **Quotation/Justification Form**) to the requisition in additions to obtaining the proper approvals in accordance with Section 4.3 of this policy.~~

~~4.5.5 Purchases over \$75,000 for goods and services, capital equipment, and contract for services or leases, the proper approvals must be obtained (in accordance with Section 4.3 of this policy) in addition to obtaining informal proposals or quotes from a minimum of two vendors which shall include supportive documentation (see the Quotation/Justification Form) as follows:~~

- ~~1. The basis for contractor selection.~~
- ~~2. The basis for award cost or price.~~
- ~~3. Documented Justification for lack of competition when competitive bids or quotes are not obtained (i.e. the limited specialization of services or when a competitive market does not exist).~~
- ~~4. Selection of vendor and approval at board meeting.~~

SUBJECT:	POLICY NO.:	EFFECTIVE DATE:	PAGE:
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- ~~4.5.6 — Requisitions for “RUSH” orders will be placed as noted in the “Explanation of Intended Usage” section of the Requisition to Order form (RTO), and scheduled with the vendor based on the priority of the requesting department (when possible).~~
- ~~4.5.7 — A copy of completed RTO or purchase order will be submitted to accounting for later matching to invoices and packing slips.~~
- ~~4.5.8 — For purchase of real property, a copy of both the appraisals and approved purchase order shall be attached to the payment and a copy of the appraisal will be filed with the Clerk of the Board along with an Original copy of the property title.~~
- ~~4.5.9 — **Construction Projects** The agency has a separate policy for construction projects which follow the processes involved in the Public Contract Code and adopts the Uniform Construction Cost Accounting Act.~~
- ~~4.5.10 — The purchasing department will instruct all vendors to mail invoices to the attention of the accounting department.~~
- ~~4.5.11 — **Exceptions** – The above noted quotation or required bidding procedures would not apply to normal recurring operating costs including salaries and benefits or other costs required by the local, State or Federal Governments.~~
- ~~4.6 — **Delivery of Orders**~~
- ~~4.6.1 — Purchasing will instruct all vendors of a delivery address when placing orders. Standard supplies will be delivered to a central location where the order can be received and distributed. Purchasing will verify that all orders are complete and match requisition RTO or purchase order and then separate for distribution to the departments. Any variations to the original requisition must be noted on the receiving document. Any noted discrepancies will be investigated by Purchasing for possible credit, return or back order.~~
- ~~4.6.2 — If an order is delivered directly to the department, the designee will send the signed copy of the receiving document to Purchasing to be matched with the purchase order.~~

SUBJECT:	POLICY NO.:	EFFECTIVE DATE:	PAGE:
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~~4.6.3 — Once the order is complete and checked, all packing slips and receiving documents are to be forwarded to Accounting department.~~

~~4.7 — “RUSH” Orders and Ordering Under Special Circumstances~~

~~4.7.1 — Requisitions for “RUSH” orders must be delivered directly to Purchasing for processing. In cases in which delivery is required within 24-hours or less, it is advisable that the department designee personally “walks” the requisition to Purchasing as described below.~~

~~4.7.2 — When placing special orders (i.e., supplies needed the same day, food items, etc.), the appropriate department designee shall complete the **Requisition to Order** form (RTO), obtain the appropriate approvals, and hand deliver the RTO to the Purchasing department. Purchasing will process the order on a priority basis, placing the order with the appropriate vendor and upon receipt, making sure the order is delivery to the department.~~

~~4.8 — Reimbursements / Collect on Delivery (COD)~~

~~4.8.1 — Payment for goods purchased or services rendered will be processed in accordance with the Accounting Policies and Procedures established for Accounts Payable.~~

~~4.8.2 — Reimbursement to employees or COD payments for goods and services are discouraged.~~

~~4.8.3 — In a case of emergency or unavoidable situations, the following procedures apply:~~

~~4.8.3.1 — All approved requests for reimbursement or COD payment must be submitted to Accounting by Tuesday for Thursday disbursements.~~

~~4.8.3.2 — Any request submitted late will be processed on the next check cycle.~~

RESPONSIBILITIES

SUBJECT:	POLICY NO.:	EFFECTIVE DATE:	PAGE:
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- ~~5.1 **Clinical, Clerical and Administrative Staff.** Submit orders for supplies and services to the assigned departmental personnel and forward to the Purchasing department for processing.~~
- ~~5.2 **Department or Designated Staff.** Prepare the appropriate requisition form, obtain the necessary approvals by the Program Supervisor and/or Executive Team member, and forward the RTO to Purchasing for processing.~~
- ~~5.3 **Purchasing.** Receive all requisition forms, prepare purchase orders, place orders, and arrange and verify delivery.~~
- ~~5.4 **Accounting.** Receive all back-up documentation and issue checks to vendors.~~
- ~~5.5 **Executive Team.** Approve orders exceeding the \$500 limit (\$250 for Flex Funds) prior to order being placed with vendor.~~

FORMS

- 6.1 **Exhibit A - ~~Quotation/Justification~~ Request for Quote** Form
- 6.2 **Exhibit B - Requisition to Order** Form
- 6.3 **Exhibit C – Methods of Procurement**



POLICY & PROCEDURE

SUBJECT: Petty Cash Accounts	POLICY NO.: IV.4	EFFECTIVE DATE: 09/16/2020	PAGE: 1 of 2
APPROVED BY: Executive Director Governing Board	SUPERCEDES: All Previous Version	ORIGINAL ISSUE DATE: 04/26/2006	RESPONSIBLE PARTIES: Chief Financial Officer Controller Petty Cash Fund Manager

1. PURPOSE

The purpose of this policy to provide a framework and guidelines for the prudent and acceptable use of the Authority Petty Cash Accounts.

2. POLICY

- 2.1 The objectives of this policy are to provide delegation of authority, responsibilities and accountability. Petty Cash is to be used ONLY for Authority business serving the goals of the Authority, and its clients in the course of its operations and within the guidelines of Generally Accepted Accounting Principles (GAAP).
- 2.2 The primary purpose of Petty Cash is to serve the immediate and emergent needs of clients. Secondly, and although petty cash may be used to make other purchases on behalf of Tri-City such purchases require prior authorization. Lastly, employee reimbursements should flow through accounts payable not through Petty Cash.

3. PROCEDURES

- 3.1 Petty cash accounts shall only be used for Authority business and be compliant with all relevant Authority policies, applicable laws, and ethical practices.
- 3.2 Pursuant to the Petty Cash Accounts Policy, cash funds will be kept safe by responsible personnel in a locked box within a locked safe/desk. These assigned personnel are accountable and responsible for all assigned Department petty cash purchases, with proper documentation and ultimate reconciliation.
- 3.3 Petty cash fund balances will be determined based on the projected needs for up to one month or week's cash requirement for small dollar purchases under \$100 that cannot be purchased with the Authority's P-Card. Petty cash accounts are currently set at \$1000 for the Royalty location and \$1000 for the Garey location.



POLICY & PROCEDURE

SUBJECT: Petty Cash Accounts	POLICY NO.: IV.4	EFFECTIVE DATE: 09/16/2020	PAGE: 2 of 2
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- 3.4** To access petty cash funds, a requisition will be prepared and approved by the department manager or their designated supervisor. The completed requisition will be submitted to a petty cash fund manager.
- 3.5** The petty cash fund manager will fund the request after noting that all information is completed on the requisition and approved in accordance with the Purchasing Policy.
- 3.6** The staff member receiving the cash shall sign the Petty Cash Disbursement Log upon receiving the funds.
- 3.7** The staff member/department must submit receipts, to be attached to the requisition form copy. The balance of the cash taken and the receipt is due back to the Petty Cash Custodian no later than the end of the next business day.
- 3.8** Each petty cash funding use must be accounted for by the receiving department as soon as the funds are used. If all the cash funds are not used by the end of the month, those funds along with the accounting must be submitted back to the petty cash fund manager no later than five calendar days after the end of the month. The petty cash fund manager shall have another staff member review the reconciliation and remaining cash in the cash box to ensure accuracy before submitting to accounting.
- 3.9** Upon reconciliation of all cash funds by accounting, the funds will be replenished to their full fund balance. If the fund runs out before month-end, the petty cash manager will submit the required documents to have the fund reinstated.
- 3.10** Reception may be established with a small petty cash (change fund) fund for each receptionist. The total amount is currently set at \$30 and should remain the same total amounts by the end of the day. This petty cash is to assist reception in making change as part of their daily transactions. These funds should be held in a lock box. Accounting will occasionally perform random audits of these lock boxes.
- 3.11** Misuse of Petty Cash Accounts in violation of Authority's Policy shall result in the immediate discontinuance of petty cash privileges for the assigned personnel. Violation may result in disciplinary action and reimbursement to the Authority for unauthorized expenditures and/or legal action according to applicable laws.

4. LEGAL/REGULATORY FUNCTION

- 4.1** Generally Accepted Accounting Principles (*GAAP*)

Accounting Department Policy & Procedure

SUBJECT: Petty Cash Accounts	POLICY NO.: IV.4	EFFECTIVE DATE: 04/26/2006 <u>09/16/2020</u>	PAGE: 1 of 4
APPROVED BY: Executive Director <u>Governing Board</u>	SUPERCEDES:	ORIGINAL ISSUE DATE: <u>04/26/2006</u>	RESPONSIBLE PARTIES: Petty Cash Fund Mgrs Accounting Staff Chief Financial Officer All Staff

1. PURPOSE

~~1.1 — To establish a system whereby reimbursement of the petty cash imprest account is made only for valid transactions.~~

The purpose of this policy to provide a framework and guidelines for the prudent and acceptable use of the Authority Petty Cash Accounts.

2. POLICY

~~2.1 — The petty cash accounts objectives of this policy are established to provide delegation of authority, responsibilities and accountability. Petty Cash is to be used ONLY for Authority business serving the need for one month's cash requirement for items/costs that are outgoals of the ordinary, and required on an emergency basis. These accounts will be kept by a Manager Authority, and its clients in a non-Accounting Department.~~

2.1 The primary purpose of Petty Cash is to serve the immediate and emergent needs of clients. Secondly, and although petty cash may be used to make other purchases on behalf of Tri-City such purchases require prior authorization. Lastly, employee reimbursements should flow through accounts payable not through Petty Cash.

3. PROCEDURES

~~4.1 — Petty Cash Fund — Operations —~~

3.1 Establish One Operating Petty cash accounts shall only be used for Authority business and be compliant with all relevant Authority policies, applicable laws, and ethical practices.

Accounting Department Policy & Procedure

SUBJECT:	POLICY NO.:	EFFECTIVE DATE:	PAGE:
Petty Cash Accounts	IV.4	04/26/2006 09/16/2020	2 of 4

~~3.13.2 Pursuant to the~~ Petty Cash ~~Account. The Accounts Policy, cash~~ funds for this account will be kept safe by a ~~Manager in a non-Accounting department,~~ responsible personnel in a locked box, ~~in~~ within a locked safe ~~or~~ desk. These assigned personnel are accountable and responsible for all assigned Department petty cash purchases, with proper documentation and ultimate reconciliation.

~~3.23.3 The petty~~ Petty cash fund ~~balance~~ balances will be determined based on the projected needs for ~~ONE month's~~ sup to one month or week's cash requirement for ~~items/costs~~ small dollar purchases under \$100 that ~~are out of the ordinary and required on an emergency basis. This account is~~ cannot be purchased with the Authority's P-Card. Petty cash accounts are currently set at ~~\$1,000.~~ 1000 for the Royalty location and \$1000 for the Garey location.

~~3.33.4~~ In order to To access ~~the~~ petty cash ~~fund~~ funds, a requisition will be prepared and approved by the department manager or their designated supervisor. ~~This~~ The completed requisition will be submitted to ~~the~~ a petty cash fund manager.

~~3.43.5~~ The petty cash fund manager will fund the request after noting that all information is completed on the requisition and approved: in accordance with the Purchasing Policy.

~~3.53.6 Staff signs~~ The staff member receiving the cash shall sign the Petty Cash Disbursement Log upon receiving the funds.

~~3.63.7~~ The staff member/department ~~that receives the funds~~ must submit receipts ~~for the use of the cash and such receipts will,~~ to be attached ~~and noted on~~ to the requisition form copy. The balance of the cash taken and the receipt is due back to the Petty Cash Custodian no later than the end of the next business day.

~~3.73.8~~ Each petty cash funding use must be accounted for by the receiving department as soon as the funds are used. If all ~~of the~~ cash funds are not used by the end of the month, those funds along with the accounting must be submitted back to the petty cash fund manager no later than ~~one day after month-end~~ five calendar days after the end of the month. The petty cash fund manager

Accounting Department Policy & Procedure

SUBJECT:	POLICY NO.:	EFFECTIVE DATE:	PAGE:
Petty Cash Accounts	IV.4	04/26/2006 09/16/2020	3 of 4

shall have another staff member review the reconciliation and remaining cash in the cash box to ensure accuracy before submitting to accounting.

~~4.1.1—By the second day after month-end, the petty cash fund manager has another staff review the reconciliation and count total cash in the lock box to ensure accuracy before submitting to accounting. This staff signs off on the reconciliation before the petty cash fund manager submits the requisition to accounting:~~

~~4.1.8.1—The amount remaining in petty cash at month-end.~~

~~4.1.8.2—All petty cash fund requisitions along with the attached receipts.~~

~~3.83.9~~ Upon reconciliation of ~~the fund~~all cash funds by accounting, the ~~fund~~funds will be ~~reinstated~~replenished to ~~its~~their full fund balance. ~~This normally will be done at month-end.~~ If the fund runs out ~~of money~~ before month-end, the petty cash manager will submit the required documents to have the fund reinstated.

~~4.1.2—Based on the reconciliation as referenced above (See 4.1.8), a journal entry will be prepared, approved and posted to the general ledger.~~

~~4.2—Petty Cash Fund—Reception—~~

~~4.2.1—A~~ may be established with a small petty cash amount ~~is assigned to reception~~(change fund) fund for ~~the cash drawer~~each receptionist. The total amount is currently set at \$30 and should remain the same ~~amount~~at total amounts by the end of the day. ~~The~~This petty cash is to assist reception ~~with~~in making change as part of their daily transactions. ~~The~~These funds ~~are~~should be held ~~by the receptionist~~ in a lock box.

~~3.93.10~~ Any excess funds over the \$30 balance are to be submitted to the Accounting department daily. ~~Reception submits a verified daily deposit form to Accounting showing:~~Will occasionally perform random audits of these lock boxes.



Accounting Department Policy & Procedure

SUBJECT: Petty Cash Accounts	POLICY NO.: IV.4	EFFECTIVE DATE: 04/26/2006 09/16/2020	PAGE: 4 of 4
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3.11 Misuse of Petty Cash Accounts in violation of Authority's Policy shall result in the immediate discontinuance of petty cash privileges for the assigned personnel. Violation may result in disciplinary action and reimbursement to the Authority for unauthorized expenditures and/or legal action according to applicable laws.

~~4.2.1.1 — The beginning cash fund balance.~~

~~4.2.1.2 — The total amount received for the day forwarded to Generally Accepted Accounting.~~

~~4.2.2 — Accounting will receive and review the reception deposit. This will be included in the weekly bank deposit. (See Cash Receipts Operational Guidelines.)~~

~~4. LEGAL/REGULATORY FUNCTION~~

~~4.13.12 3.1 — the course of its operations and within the guidelines of Generally Accepted Accounting Principles (GAAP).~~



POLICY & PROCEDURE

SUBJECT: Travel Reimbursement	POLICY NO.: IX.4	EFFECTIVE DATE: 09/16/2020	PAGE: 1 of 9
APPROVED BY: Executive Director Governing Board	SUPERCEDES: 0916/2015 05/17/2006	ORIGINAL ISSUE DATE: 04/01/1998	RESPONSIBLE PARTIES: Chief Financial Officer Controller Accounting Staff

1. PURPOSE

- 1.1 To provide guidelines for employees to gain greater understanding and ensure compliance with the Agency’s Travel Policy and Procedure.
- 1.2 To standardize the process of travel reimbursement which includes mileage, parking, car rental, fuel, airline or other tickets, meals and miscellaneous travel expenses.
- 1.3 To standardize and clarify the process of scheduling and reimbursement of expenses and travel associated with training.
- 1.4 To standardize and clarify the process for recording time on timesheets associated with travel and training.

2. DEFINITIONS

When used in this Policy, the following terms shall have the meanings hereinafter set forth unless the context indicates otherwise:

- 2.1 “Reasonable Travel Expenses” includes preapproved and/or allowable travel costs, including transportation tickets, rental car, hotel, fuel or mileage, meals and other minor incidental expenses.
- 2.2 “GSA Rate” refers to the U.S. General Services Administration which promotes management best practices and efficient government operations through the development of government wide policies. Rates are set by fiscal year, effective October 1 each year. Find current rates in the continental United States by searching by City/State and zip code. Use the Per Diem tool to calculate hotel maximum allowances for making travel arrangements: <https://www.gsa.gov/travel/plan-book/per-diem-rates>
- 2.3 “Meal & Incidental Rate Per Diem” refer to the amount that will be reimbursed daily for travel, unless meals are already provided through a paid training or conference rate. The total amount for more than 12 to 24-hour stay is \$66 per



POLICY & PROCEDURE

SUBJECT: Travel Reimbursement	POLICY NO.: IX.4	EFFECTIVE DATE: 09/16/2020	PAGE: 2 of 9
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day. No receipts are required. For travel that is less than 12 hours, then a per meal rate will apply (including gratuity): Breakfast: \$10.00; Lunch: 15.00; Dinner: \$26.00. For travel that is less than 12 hours, then receipts must be provided to be reimbursed for per diem actual expenses. Incidental expenses would typically include fees and tips for porter and baggage carriers and transportation between places of lodging or business and places where meal is taken.

- 2.4 “Travel Time” is the time when an employee travels on Tri-City related business outside of normal work hours, and may be counted as hours worked. Hours may include traveling time on public or private transportation , excluding meal periods. Waiting time at an airport and time spent travelling between home, airport and hotels may also be counted.
- 2.5 “Reimbursable mileage” is for those miles that an employee travels beyond their normal per trip to their regular office location. For example, if employee typically travels 20 miles to the Tri-City workplace each day, and then a work trip takes them 60 miles away, the employee will calculate the distance from either their home or work to the ultimate destination and apply for the lesser mileage amount. The actual mileage rate is determined annually by the IRS.
- 2.6 “Overnight Stay” can be an option pre-approved by a supervisor/manager, if required travel exceeds 75 miles and/or 2.5+ hours each way (from your normal place of work), for a meeting or training that lasts more than 5 hours. If the travel is for a multi-day training, event or conference, then overnight hotel can be arranged and approved for nights in between. Exceptions can also be made for accommodation to include the night before when traveling to destinations that would require a flight, such as to Sacramento, Monterey, and out-of state travel.

3. POLICY

- 3.1 To establish criteria and approval authority for reimbursement of travel and meal expenses for Tri-City employees, Department/Agency Head, Executive Director, and Governing Board.
- 3.2 This policy applies to any travel claim notwithstanding the source of funding, except as may be specifically outlined otherwise in an applicable Memorandum (i.e. Executive Car Allowance, etc).
- 3.3 Areas of Responsibilities

3.3.1 Clinical, Clerical and Administrative Staff. Submit approved travel reimbursement requests to the Accounting department.



POLICY & PROCEDURE

SUBJECT: Travel Reimbursement	POLICY NO.: IX.4	EFFECTIVE DATE: 09/16/2020	PAGE: 3 of 9
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- 3.3.2 Department or Designated Staff.** Program Supervisor or Manager must approve all travel request and reimbursement forms before submission to Accounting. For all approved travel request forms, a Conference ID will be issued and this ID number shall be used to reference the specific event/trip and included in travel reimbursement forms. In accordance with Tri-City's Purchasing Policy, all reimbursement requests over \$500 must be approved by an Executive Team member.
- 3.3.3 Accounting.** Receive reimbursement forms with receipts, stamp date of receipt, cut A/P check, obtain check signatures and distribute to appropriate personnel.
- 3.3.4 Check Signors.** Executive Director, Chief Financial Officer, Chief Operations Officer, or Controller are authorized to sign travel reimbursement checks prepared by Accounting. No check signors can sign/authorize their own travel reimbursement check.
- 3.4 General Provisions.** The Executive Team, or department designees, are authorized to preapprove travel arrangements and/or reimbursements which are deemed necessary for the operation of the Tri-City Mental Health Authority (Agency), provided such expenses are consistent with prescribed law, funding approved by the Governing Board in the Annual Budget or adhere to the terms of this Travel Policy and Procedures. The Executive Team in this policy, only refers to the following positions:
- 3.4.1** Executive Director
 - 3.4.2** Chief Financial Officer
 - 3.4.3** Chief Operations Officer
 - 3.4.4** Chief Clinical Officer
 - 3.4.5** Chief Compliance Officer
 - 3.4.6** Medical Director
 - 3.4.7** Director of MHSA and Ethnic Services
- 3.5 Reimbursement for Workplace Meeting Meals/Snacks.**
- 3.5.1** With Department/Agency Head, Executive Team or designee approval, meals or snacks can be purchased by Tri-City, for staff, trainers, speakers, and subject matter experts required to attend trainings, meetings and events, which result in staff working during mealtime.



POLICY & PROCEDURE

SUBJECT: Travel Reimbursement	POLICY NO.: IX.4	EFFECTIVE DATE: 09/16/2020	PAGE: 4 of 9
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- 3.5.2** For cases when staff is working after normal work hours, and it is more practical to provide meals than to have staff leave and return, meals may be paid or reimbursed by Tri-City.
- 3.5.3** Receipts shall be provided as part of the reimbursement or P-card payment reconciliation.
- 3.5.4** With Department/Agency Head, Executive Team or designee approval, the cost for meals or snacks can be reimbursed when they are provided to oversight groups, volunteers, clients, or others with direct involvement with Tri-City programs or services. In these cases, additional documentation must be provided with the request for payment.
- 3.6** Lodging Reimbursement. At the option of the employee, accommodations may be made directly by the employee and as such, approved overnight lodging expenses may be reimbursed at a commercial lodging establishment catering to short-term travelers, such as a hotel, motel, bed and breakfast, or Airbnb apartment/room/house. Traveler must provide a receipt to claim reimbursement of actual expense, plus applicable taxes up to applicable GSA rates, however exceptions may be granted with prior approval.
- 3.7** Transportation Reimbursement. Employee shall seek the most economical manner in which to travel to/from the destination including parking and other arrangements. In booking airfare, comparisons should be made among at least 2-3 airlines catering to that location, and choosing the less expensive fare. Comparisons should be conducted on whether rental car (plus fuel and any applicable hotel parking) is more economical than taxi or app-driven options (i.e. UBER, LYFT). Tri-City will not be responsible for reimbursement for additional insurance coverage for rental car, and limited to up to 15% tip for other options.
- 3.8** Reward Programs. Points earned through reward membership programs associated strictly with travel (i.e. airline, car rental and hotels) may be retained and utilized by employees for personal use if reservations and payments were made with the traveler's personal credit card. Note: IRS recommend that individuals keep records of the benefits earned through these programs which may be subject to income taxes.
- 3.9** Conferences and Training Events. Tri-City will pre-pay for the conference and training event, prior to the employee's arrival, unless the training can only be paid for upon arriving at the actual event. The conference recommended hotel can be booked, and the traveler is encouraged to reserve by any early-bird registration deadlines and take advantage of discounts and lower rates for conference blocked rooms.



POLICY & PROCEDURE

SUBJECT: Travel Reimbursement	POLICY NO.: IX.4	EFFECTIVE DATE: 09/16/2020	PAGE: 5 of 9
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Employees will receive their regular compensation for attendance at approved conferences, meetings, or trainings that are held on their regularly scheduled workday. For conferences that are held during holidays or weekends, the traveler will coordinate with their supervisor on either flex schedule or overtime payments.

3.10 Non-Reimbursement Guidelines. Reimbursement can only be claimed for actual and necessary business and travel expenses. Regardless of any exceptions to receipt policy, the Agency may require additional certification and/or explanation from an employee to determine if expenses were reasonably incurred. In the absence of a satisfactory explanation and documentation, the expense may not be allowed.

3.10.1 Non-allowable Expenses:

- Alcoholic Beverages
- First-class or premium tickets for air, train or bus fares
- Valet or premium airport parking
- Private Limo or charter bus
- Pet or childcare services
- Personal amenities such as spa services, massages, haircuts or manicure/pedicures
- Phone expenses on hotel or pay phones
- Personal toiletries or medications needed while traveling
- Entertainment expenses (including in-room movies or higher cost internet connection)
- No more than one night's lodging per 24 hours of employee travel-time, unless pre-authorized.

4. PROCEDURES

4.1 Complete the Conference/Training & Travel Reservation Request Form (Exhibit A) prior to travel, in addition to a Travel Reimbursement Form (Exhibit B) subsequent to the travel. The following information must be completed on all travel request or reimbursement forms, as applicable:

- 4.1.1** Employee/Traveler Name
- 4.1.2** Month / Day / Year
- 4.1.3** Program Code / Description
- 4.1.4** Date and Location of Travel
- 4.1.5** Explanation of expense/purpose



POLICY & PROCEDURE

SUBJECT: Travel Reimbursement	POLICY NO.: IX.4	EFFECTIVE DATE: 09/16/2020	PAGE: 6 of 9
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4.1.6 Total number of miles traveled (if applying for mileage reimbursement)

4.1.7 For **all** related travel expenses, receipt(s) must be attached and listed individually on the reimbursement form (except when receiving the full per diem payments)

4.1.8 Include additional information of any claims that may require additional clarification (i.e. cancelled/rescheduled flights, weather delay causing an extra night stay, meal provided during training was not eaten and then purchased a dinner during the drive home, etc.)

4.2 Exceptions. All travel related accommodations are expected to be booked well enough in advance to take maximum advantage of pricing opportunities. Emergency situations may be considered on a case by case basis with documentation, and requires the approval from: Executive Director, Chief Financial Officer, Chief Operations Officer, or Controller.

5. FORMS

5.1 **Exhibit A** - Conference/Training & Travel Reservation Request Form

5.2 **Exhibit B** - Travel Reimbursement Request Form

EXHIBIT A



Conference/Training & Travel Reservation Request Form

Approval required prior to all arrangements

Conference ID: _____

Staff Name: _____ Program: _____ Date: _____

Purpose of the Conf./Training: _____

Description of Conf./Training: _____

*(Please attach detail conference announcement)

Conference/Training Dates From : _____ To: _____

Conference/Training Travel From : _____ To: _____
(City, CA) (City, State)

Conference/Training Registration Fee: \$ _____

Conf./Training Approval: _____
Manager (print name) Manager Signature Date

Hotel Accommodation (if arrange by yourself, please provide estimated costs)

Hotel stay required? Yes ___ No ___ # of nights request: _____

Hotel Check-in Date: _____ Check-out Date: _____

Cost per night: \$ _____ Estimated total cost: \$ _____

** Is your travel expected to be over 50 miles and over 2.5 hours drive each way? Yes / No

If the answer is "**Yes**", Manager approval is required.

_____ *Manager (print name)* _____ *Manager Signature* _____ *Date*

If the answer is "**No**", please explain why your overnight stay should be granted (must obtain Executive approval.)

Request for overnight stay is: ___ Approved ___ Denied # of nights approved: _____

_____ *Executive Signature* _____ *Date*



Transportation

Do you require the following transportations? (if arrange by yourself, please provide estimated costs)

	Yes	No	Manager initial to approve	Estimated cost
Airline	_____	_____	_____	\$ _____
Car Rental	_____	_____	_____	\$ _____
Shuttle or Taxi (circle one)	_____	_____	_____	\$ _____
Driving own car	_____	_____	_____	\$ _____

Comments: _____

Total Conference/Training and Travel cost: \$ _____ -_____
*Review by Finance*_____
Date

Comments: _____

Note: notify Finance if there are any changes to the above requests that result in the change of costs after the approval.

EXHIBIT B



Travel Reimbursement/Expense Report

Employee Name						
Month/Year						
Program Code/Description						
Dates of Travel	* Explanation of Expense/Purpose/Place of Travel	Total Miles Traveled	Parking/Tolls (\$)	Meals and Other Travel Expense (\$)	** For Over-night Travelers only (\$66/night per Diem allowance)	
					Number of nights	Total Per Diem (\$)
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
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Sub Totals		-	\$ -	\$ -	-	\$ -

I certify that the above represents a true and accurate record of my travel expenses including mileage, parking, airline tickets, meals, car rentals, over-night stays, etc.

Employee Signature	Date
--------------------	------

Program Supervisor Approval

Date

Executive Approval

Date

Reimbursement Summary	
Mileage rate	\$ 0.555
Mileage (\$)	\$ -
Parking/Tolls (\$)	\$ -
Meals & Others (\$)	\$ -
Per Diem (\$)	\$ -
Total Check	\$ -

* Receipts are required for all single-day trip reimbursements. For Over-night stays, lodging receipts are required.
 ** Per Diem allowance covers Meals and Gratuities



POLICY & PROCEDURE

SUBJECT: Travel	POLICY NO.: IX.4	EFFECTIVE DATE: 0916/2015 <u>09/16/2020</u>	PAGE: 1 of 12
APPROVED BY: Executive Director Governing Board	SUPERCEDES: 05/17/2006	ORIGINAL ISSUE DATE: 04/01/1998	RESPONSIBLE PARTIES: Chief Financial Officer Controller Accounting Staff

1. PURPOSE

1.1 To provide guidelines for employees to gain greater understanding and ensure compliance with the Agency’s Travel Policy and Procedure.

1.1.2 To standardize the process of travel ~~reimbursements~~reimbursement which includes mileage, parking, car rental, fuel, airline or other tickets, meals and ~~any unspecified~~miscellaneous travel ~~expense~~expenses.

1.2.3 To standardize and clarify the process of scheduling and reimbursement of expenses and travel associated with training.

1.3.4 To standardize and clarify the process for recording time on timesheets associated with travel and training.

2. DEFINITIONS

~~Executive Team as referred to~~When used in this ~~policy only~~Policy, the following terms shall have the meanings hereinafter set forth unless the context indicates otherwise:

2.1 “Reasonable Travel Expenses” includes preapproved and/or allowable travel costs, including transportation tickets, rental car, hotel, fuel or mileage, meals and other minor incidental expenses.

~~2.2.2~~ “GSA Rate” refers to the following ~~positions:~~ U.S. General Services Administration which promotes management best practices and efficient government operations through the development of government wide policies. Rates are set by fiscal year, effective October 1 each year. Find current rates in the continental United States by searching by City/State and zip code. Use the Per Diem tool to calculate hotel maximum allowances for making travel arrangements: <https://www.gsa.gov/travel/plan-book/per-diem-rates>

2.3 “Meal & Incidental Rate Per Diem” refer to the amount that will be reimbursed daily for travel, unless meals are already provided through a paid training or



POLICY & PROCEDURE

SUBJECT: Travel Reimbursement	POLICY NO.: IX.4	EFFECTIVE DATE: 09/16/2020	PAGE: 2 of 12
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conference rate. The total amount for more than 12 to 24-hour stay is \$66 per day. No receipts are required. For travel that is less than 12 hours, then a per meal rate will apply (including gratuity): Breakfast: \$10.00; Lunch: 15.00; Dinner: \$26.00. For travel that is less than 12 hours, then receipts must be provided to be reimbursed for per diem actual expenses. Incidental expenses would typically include fees and tips for porter and baggage carriers and transportation between places of lodging or business and places where meal is taken.

2.4 "Travel Time" is the time when an employee travels on Tri-City related business outside of normal work hours, and may be counted as hours worked. Hours may include traveling time on public or private transportation , excluding meal periods. Waiting time at an airport and time spent travelling between home, airport and hotels may also be counted.

2.5 "Reimbursable mileage" is for those miles that an employee travels beyond their normal per trip to their regular office location. For example, if employee typically travels 20 miles to the Tri-City workplace each day, and then a work trip takes them 60 miles away, the employee will calculate the distance from either their home or work to the ultimate destination and apply for the lesser mileage amount. The actual mileage rate is determined annually by the IRS.

2.6 "Overnight Stay" can be an option pre-approved by a supervisor/manager, if required travel exceeds 75 miles and/or 2.5+ hours each way (from your normal place of work), for a meeting or training that lasts more than 5 hours. If the travel is for a multi-day training, event or conference, then overnight hotel can be arranged and approved for nights in between. Exceptions can also be made for accommodation to include the night before when traveling to destinations that would require a flight, such as to Sacramento, Monterey, and out-of state travel.

3. POLICY

3.1 To establish criteria and approval authority for reimbursement of travel and meal expenses for Tri-City employees, Department/Agency Head, Executive Director, and Governing Board.

3.2 This policy applies to any travel claim notwithstanding the source of funding, except as may be specifically outlined otherwise in an applicable Memorandum (i.e. Executive Car Allowance, etc).

3.3 Areas of Responsibilities

3.3.1 **Clinical, Clerical and Administrative Staff.** Submit approved travel reimbursement requests to the Accounting department.



POLICY & PROCEDURE

SUBJECT: Travel Reimbursement	POLICY NO.: IX.4	EFFECTIVE DATE: 09/16/2020	PAGE: 3 of 12
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3.3.2 Department or Designated Staff. Program Supervisor or Manager must approve all travel request and reimbursement forms before submission to Accounting. For all approved travel request forms, a Conference ID will be issued and this ID number shall be used to reference the specific event/trip and included in travel reimbursement forms. In accordance with Tri-City's Purchasing Policy, all reimbursement requests over \$500 must be approved by an Executive Team member.

3.3.3 Accounting. Receive reimbursement forms with receipts, stamp date of receipt, cut A/P check, obtain check signatures and distribute to appropriate personnel.

Check Signors.

~~1.1.1~~ Executive Director

~~1.1.2~~ Executive Director, Chief Financial Officer

~~3.1.13.3.4~~ , Chief Operations Officer, or Controller are authorized to sign travel reimbursement checks prepared by Accounting. No check signors can sign/authorize their own travel reimbursement check.

3.4 General Provisions. The Executive Team, or department designees, are authorized to preapprove travel arrangements and/or reimbursements which are deemed necessary for the operation of the Tri-City Mental Health Authority (Agency), provided such expenses are consistent with prescribed law, funding approved by the Governing Board in the Annual Budget or adhere to the terms of this Travel Policy and Procedures. The Executive Team in this policy, only refers to the following positions:

~~3.4.1~~ Executive Director

~~3.4.2~~ Chief Financial Officer

~~3.4.3~~ Chief Operations Officer

~~3.1.23.4.4~~ Chief Clinical Program Services Officer

~~3.4.5~~ Chief Compliance Officer

~~3.1.33.4.6~~ Medical Director

~~3.1.43.4.7~~ Director of MHSA and Ethnic Services

3.5 Reimbursement for Workplace Meeting Meals/Snacks.

3.5.1 With Department/Agency Head, Executive Team or designee approval, meals or snacks can be purchased by Tri-City, for staff, trainers, speakers,



POLICY & PROCEDURE

SUBJECT: Travel Reimbursement	POLICY NO.: IX.4	EFFECTIVE DATE: 09/16/2020	PAGE: 4 of 12
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and subject matter experts required to attend trainings, meetings and events, which result in staff working during mealtime.

3.5.2 For cases when staff is working after normal work hours, and it is more practical to provide meals than to have staff leave and return, meals may be paid or reimbursed by Tri-City.

3.5.3 Receipts shall be provided as part of the reimbursement or P-card payment reconciliation.

3.5.4 With Department/Agency Head, Executive Team or designee approval, the cost for meals or snacks can be reimbursed when they are provided to oversight groups, volunteers, clients, or others with direct involvement with Tri-City programs or services. In these cases, additional documentation must be provided with the request for payment.

3.6 Lodging Reimbursement. At the option of the employee, accommodations may be made directly by the employee and as such, approved overnight lodging expenses may be reimbursed at a commercial lodging establishment catering to short-term travelers, such as a hotel, motel, bed and breakfast, or Airbnb apartment/room/house. Traveler must provide a receipt to claim reimbursement of actual expense, plus applicable taxes up to applicable GSA rates, however exceptions may be granted with prior approval.

3.7 Transportation Reimbursement. Employee shall seek the most economical manner in which to travel to/from the destination including parking and other arrangements. In booking airfare, comparisons should be made among at least 2-3 airlines catering to that location, and choosing the less expensive fare. Comparisons should be conducted on whether rental car (plus fuel and any applicable hotel parking) is more economical than taxi or app-driven options (i.e. UBER, LYFT). Tri-City will not be responsible for reimbursement for additional insurance coverage for rental car, and limited to up to 15% tip for other options.

3.8 Reward Programs. Points earned through reward membership programs associated strictly with travel (i.e. airline, car rental and hotels) may be retained and utilized by employees for personal use if reservations and payments were made with the traveler's personal credit card. Note: IRS recommend that individuals keep records of the benefits earned through these programs which may be subject to income taxes.

3.9 Conferences and Training Events. Tri-City will pre-pay for the conference and training event, prior to the employee's arrival, unless the training can only be paid for upon arriving at the actual event. The conference recommended hotel can be booked, and the traveler is encouraged to reserve by any early-bird



POLICY & PROCEDURE

SUBJECT: Travel Reimbursement	POLICY NO.: IX.4	EFFECTIVE DATE: 09/16/2020	PAGE: 5 of 12
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registration deadlines and take advantage of discounts and lower rates for conference blocked rooms.

3.1. POLICY

~~3.1 Reasonable Expenses. Tri-City Mental Health Center will reimburse reasonable travel expenses incurred (such as meals, hotel, taxi/shuttle, etc.) by an employee performing pre-authorized business relating to the operation of Tri-City Mental Health Authority.~~

~~3.2 Travel Reimbursement Request Form. Travel reimbursement forms must be used by staff to request mileage, parking and other travel reimbursements (see attachment.) Additionally, travel and expected expenses should be approved prior to the dates of travel (which may be documented via emails).~~

~~3.2.1 The travel reimbursement form must be submitted by staff on a monthly basis and no later than 45 days from the dates of travel along with supporting documents such as hotel stay receipts, emails, conference agendas or other supporting documentation.~~

3.3 Overnight Stays

~~3.3.1 Meal Rates (Per Diem) For Overnight Stays. For each overnight stay, Tri-City will reimburse the amount of \$56 per night. No receipts will be required as supporting documentation for per diem costs; however, a Travel Reimbursement Request Form must be submitted along with a lodging receipt. The per-diem rates may be subject to adjustment based on IRS guidelines.~~

~~3.3.2 Overnight Stay. At the option of each employee and with prior manager or supervisor approval, an employee may choose to stay overnight if required travel exceeds both 50 miles and more than 2.5 hours of travel each way and the meeting or training to be attended is more than 5 hours.~~

~~3.3.3 Travel Time. An employee who is traveling for Tri-City related business outside the normal work hours, may count travel time as hours worked. Hours worked include traveling in public or private transportation or any type of rideshare transportation (excluding meal periods). Additionally, waiting time at an airport and travel time to and from airport to hotel may be counted as work hours.~~

3.4 Single Day Trips Related to Training or Other Tri-City Business



POLICY & PROCEDURE

SUBJECT: Travel Reimbursement	POLICY NO.: IX.4	EFFECTIVE DATE: 09/16/2020	PAGE: 6 of 12
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~~**3.4.1 Travel Time.** Travel time shall be paid in accordance with the Fair Labor Standards Act for all exempt and non-exempt employees. Compensable travel time applies only when attending meetings, conferences, trainings, etc., which are required by the employer or are otherwise compensable as described in the policy.~~

~~**3.4.1.1** An employee who is traveling for Tri-City related business outside the normal work hours, may count travel time as hours worked. Hours worked include traveling in public or private transportation or any type of rideshare transportation (excluding meal periods).~~

~~Example: Employee normally commutes 30 minutes to work; in order to attend a conference in Los Angeles, the employee drives for two hours; employee is compensated for 1.5 hours travel time.~~

Employees will receive their regular compensation for attendance at approved conferences, meetings, or trainings, ~~etc.~~ that are held on their regularly scheduled workday. For conferences that are held during holidays or weekends, the traveler will coordinate with their supervisor on either flex schedule or overtime payments.

~~Non-~~

~~**3.4.2 Meals.** For single-day trips, lunch will be reimbursed **if not provided at the conference** or meeting attended based upon IRS schedules. If extended travel time is required in the morning or evening, then breakfast and/or dinner may also be reimbursed based upon IRS schedules and subject to approval by a supervisor or manager.~~

~~**3.4.2.1** Employees shall be reimbursed the actual cost of meals incident to official travel, not to exceed the following meal maximums (which would include gratuity):~~

~~**3.4.2.1.1** Breakfast \$10.00~~

~~**3.4.2.1.2** Lunch \$15.00~~

~~**3.4.2.1.3** Dinner \$26.00~~

~~**3.4.2.2** All meal reimbursements shall require receipts. Meal tips should be included in the actual meal expense, unless the inclusion of the tips would cause the meals to exceed the maximum daily limitations placed on meals. If the daily limitation would be exceeded, the employee is allowed to record meal tips for each day under other authorized business expenses. Total meal tips~~



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SUBJECT: Travel Reimbursement	POLICY NO.: IX.4	EFFECTIVE DATE: 09/16/2020	PAGE: 7 of 12
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shall not exceed 15% of the maximum daily meal reimbursement claimed.

~~**3.10 Mileage.** Reimbursement of mileage shall be for miles traveled outside of an employee's normal commute. For each day traveled, an employee shall document the miles traveled to and from the location and then show the deduction of normal commute miles if traveling directly from home. Reimbursement Guidelines. Reimbursement can only be claimed for actual and necessary business and travel expenses. Regardless of any exceptions to receipt policy, the Agency may require additional certification and/or explanation from an employee to determine if expenses were reasonably incurred. In the absence of a satisfactory explanation and documentation, the expense may not be allowed.~~

~~**3.10.1 Non-allowable Expenses:**~~

- ~~• Alcoholic Beverages~~
- ~~• First-class or premium tickets for air, train or bus fares~~
- ~~• Valet or premium airport parking~~
- ~~• Private Limo or charter bus~~
- ~~• Pet or childcare services~~
- ~~• Personal amenities such as spa services, massages, haircuts or manicure/pedicures~~
- ~~• Phone expenses on hotel or pay phones~~
- ~~• Personal toiletries or medications needed while traveling~~
- ~~• Entertainment expenses (including in-room movies or higher cost internet connection)~~
- ~~• No more than one night's lodging per 24 hours of employee travel-time, unless pre-authorized.~~

~~**3.23.1**~~

~~**3.4.3 Reward Programs.** Points earned through various reward membership programs associated strictly with travel (i.e. airline, car rental, and hotels) may be utilized by employees and may retain the points for personal use. Note: the IRS recommends that individuals keep records of the benefits earned through these programs which could be subject to income taxes if and when tax laws change.~~

~~**3.5 Non-Reimbursable or Unallowable Costs.** Reimbursement of costs for alcohol, movies, and other incidentals unnecessary for work related travel are not permitted.~~



POLICY & PROCEDURE

SUBJECT: Travel Reimbursement	POLICY NO.: IX.4	EFFECTIVE DATE: 09/16/2020	PAGE: 8 of 12
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4. PROCEDURES

~~1.2~~ Complete the Conference/Training & Travel Reservation Request Form (Exhibit B) prior to travel, in addition to a Travel Reimbursement Form:

4.1 (Exhibit A) subsequent to the travel. The following information must be completed on all travel request or reimbursement forms ~~(if, as applicable):~~:

4.1.1 ~~Employee name/~~Traveler Name

4.1.2 Month / Day / Year

4.1.3 ~~Program code/description~~Code / Description

4.1.4 ~~Date and place~~Location of travel/Travel

4.1.5 Explanation of expense/purpose

4.1.6 Total number of miles traveled (if applying for mileage reimbursement)

4.1.7 ~~For parking or other all~~ related travel expenses, ~~the~~ receipt(s) must be attached and listed individually on the reimbursement form. (except when receiving the full per diem payments)

~~1.2.1.1~~ Any other information which may support the travel or service corresponding to the reimbursement being claimed, or for travel outside the service area.

~~1.2.2~~ The reimbursement form must be approved by the Program Supervisor.

~~4.1.8~~ Travel requiring overnight stay or out of stateInclude additional information of any claims that may require additional clarification (i.e. cancelled/rescheduled flights, weather delay causing an extra night stay, meal provided during training was not eaten and then purchased a dinner during the drive home, etc.)

~~1.2.3~~ Exceptions. All travel related accommodations must be approvedare expected to be booked well enough in advance by an Executive Team Member.

~~1.2.4~~ Reimbursement requests should be submitted to accounting within 45daystake maximum advantage of travel or date of expense.

~~1.3~~ Payment of Travel Reimbursement. Approved reimbursement forms will be processed for payment through accounts payable. The accounts payable department processes travel reimbursement requests once a week. All requests for reimbursement must be submitted to Accounting pricing opportunities. Emergency situations may be considered on a case by case basis with the



POLICY & PROCEDURE

SUBJECT: Travel Reimbursement	POLICY NO.: IX.4	EFFECTIVE DATE: 09/16/2020	PAGE: 9 of 12
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~~appropriate approvals by Tuesday. Any request submitted after the cut-off date will be processed in the next check cycle.~~

~~3.3. Responsibilities:~~

~~documentation,~~

~~3.2.13.1.1 Clinical, Clerical and Administrative Staff: Submit approved travel reimbursement requests to the Accounting department by Tuesday.~~

~~3.3.1 Department or Designated Staff: Program Supervisor or Manager must approve all travel reimbursement forms before submission to Accounting. Also, in accordance with Tri-City's Purchasing Policy, all reimbursement requests over \$500 must be approved by an executive team member.~~

~~3.2.23.1.1 Accounting. Receive all travel reimbursement forms, stamp date of receipt, cut A/P check, obtain check signatures and distribute to appropriate person requires the approval from:~~

~~4.2 Check Signers. Executive Director, Chief Financial Officer, Chief Operations Officer, or Controller Chief Financial Officer, are authorized to sign travel reimbursement checks prepared by Accounting.~~

~~3.4. Exceptions~~

~~3.4.1 Emergency Situations will be considered on a case by case basis and will require executive team member approval.~~

~~4. LEGAL REFERENCES~~

~~4.1 Generally Accepted Accounting Principles (GAAP)~~

~~4.2 Internal Policies and Procedures~~

~~4.3 Fair Labor Standards Act~~

5. FORMS

5.1 Exhibit A -- Conference/Training & Travel Reservation Request Form

~~5.1. Exhibit B - Travel Reimbursement Request Form~~



Conference/Training & Travel Reservation Request Form

Approval required prior to all arrangements

Conference ID: _____

Staff Name: _____ Program: _____ Date: _____

Purpose of the Conf./Training: _____

Description of Conf./Training: _____

*(Please attach detail conference announcement)

Conference/Training Dates From : _____ To: _____

Conference/Training Travel From : _____ To: _____
(City, CA) (City, State)

Conference/Training Registration Fee: \$ _____

Conf./Training Approval: _____
Manager (print name) Manager Signature Date

Hotel Accommodation (if arrange by yourself, please provide estimated costs)

Hotel stay required? Yes ___ No ___ # of nights request: _____

Hotel Check-in Date: _____ Check-out Date: _____

Cost per night: \$ _____ Estimated total cost: \$ _____

** Is your travel expected to be over 50 miles and over 2.5 hours drive each way? Yes / No

If the answer is "Yes", Manager approval is required.

_____ Manager (print name) Manager Signature Date

If the answer is "No", please explain why your overnight stay should be granted (must obtain Executive approval.)

Request for overnight stay is: ___ Approved ___ Denied # of nights approved: _____

_____ Executive Signature _____ Date



Transportation

Do you require the following transportations? (if arrange by yourself, please provide estimated costs)

	Yes	No	Manager initial to approve	Estimated cost
Airline	_____	_____	_____	\$ _____
Car Rental	_____	_____	_____	\$ _____
Shuttle or Taxi (circle one)	_____	_____	_____	\$ _____
Driving own car	_____	_____	_____	\$ _____

Comments: _____

Total Conference/Training and Travel cost: \$ _____ -

Review by Finance

Date

Comments: _____

Note: notify Finance if there are any changes to the above requests that result in the change of costs after the approval.



EXHIBIT B



Travel Reimbursement/Expense Report

Employee Name						
Month/Year						
Program Code/Description						
Dates of Travel	* Explanation of Expense/Purpose/Place of Travel	Total Miles Traveled	Parking/Tolls (\$)	Meals and Other Travel Expense (\$)	** For Over-night Travelers only (\$66/night per Diem allowance)	
					Number of nights	Total Per Diem (\$)
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
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						\$ -
						\$ -
						\$ -
						\$ -
Sub Totals		-	\$ -	\$ -	-	\$ -

I certify that the above represents a true and accurate record of my travel expenses including mileage, parking, airline tickets, meals, car rentals, over-night stays, etc.

Employee Signature	Date

_____ Date

Program Supervisor Approval

_____ Date

Executive Approval

Reimbursement Summary	
Mileage rate	\$ 0.555
Mileage (\$)	\$ -
Parking/Tolls (\$)	\$ -
Meals & Others (\$)	\$ -
Per Diem (\$)	\$ -
Total Check	\$ -

* Receipts are required for all single-day trip reimbursements. For Over-night stays, lodging receipts are required.
 ** Per Diem allowance covers Meals and Gratuities



Tri-City Mental Health Authority
AGENDA REPORT

DATE: September 16, 2020
TO: Governing Board of Tri-City Mental Health Authority
FROM: Toni Navarro, LMFT, Executive Director
BY: Diana Acosta, CPA, Chief Financial Officer
SUBJECT: Approval of Resolution No. 544 Adopting Procurement Card (P-Card) Policy and Procedure No. IX.8 Effective September 16, 2020

Summary:

A formal written policy has been drafted to document the current procedures and practices; and to provide a framework and guidelines for the use of procurement cards.

Background:

Tri-City currently has existing and established procedures and practices for the use of credit cards, also referred to as Procurement Cards (P-Cards); however, a formal written policy had not been established. During a comprehensive review of our existing policies and procedures related to purchasing by an independent consultant, it was recommended that a formal policy for the use of P-Cards be drafted and adopted by our Governing Board.

Fiscal Impact

None.

Recommendation

Staff recommends that the Governing Board adopt Resolution No. 544 establishing Procurement Card (P-Card) Policy and Procedure No. IX.8, effective September 16, 2020.

Attachments

Attachment 4-A: Resolution No. 544 – DRAFT

Attachment 4-B: Procurement Card Policy and Procedure No. IX.8 – DRAFT

RESOLUTION NO. 544

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING THE AUTHORITY'S PROCUREMENT CARD (P-CARD) POLICY AND PROCEDURE NO. IX.8 EFFECTIVE SEPTEMBER 16, 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") wishes to establish its Procurement Card (P-Card) Policy and Procedure No. IX.8, to document the current procedures and practices; and to provide a framework and guidelines for the use of procurement cards.

2. Action

The Governing Board approves the Procurement Card (P-Card) Policy and Procedure No. IX.8, effective September 16, 2020.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 16, 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: _____



POLICY & PROCEDURE

SUBJECT: Procurement Card (P-Card)	POLICY NO.: IX.8	EFFECTIVE DATE: 09/16/2020	PAGE: 1 of 4
APPROVED BY: Executive Director Governing Board	SUPERCEDES: All Previous Versions	ORIGINAL ISSUE DATE: 09/16/2020	RESPONSIBLE PARTIES: Chief Financial Officer Controller Accounting Staff

1. PURPOSE

- 1.1 The purpose of this policy to provide a framework and guidelines for the prudent and acceptable use of Authority Procurement Cards (P-Card, credit cards). The objectives of this policy are to provide delegation of authority, responsibilities and accountability of the Authority's P-Card Program.
- 1.2 The use of Authority issued credit or debit cards are to be used ONLY for Authority business serving the goals of the Authority, and its clients in the course of its operations.

2. DEFINITIONS

The following terms shall have the meanings hereinafter set forth unless otherwise indicated:

- 2.1 Cardholder is an Authority official or employee who has been delegated as a P-Card user by their department, signed the Cardholder Affidavit and received a P-Card.
- 2.2 Merchant Category Code List (MCC) is a four-digit code used by the bankcard industry to classify a merchant's primary business and describes a merchant's product, service, or nature of business. These codes are used to limit the transaction types per any issued P-Card.
- 2.3 Procurement Card (P-Card) is Authority owned credit cards that are used for purchasing official Authority business goods and services within pre-defined limits.
- 2.4 Approving Official is the individual responsible for oversight of their assigned Cardholder(s) to verify any transaction reconciliations, forms and reports.
- 2.5 P-Card Program Coordinator is the individual responsible for implementing and administering the Authority Procurement Card Program.



POLICY & PROCEDURE

SUBJECT: Procurement Card (P-Card)	POLICY NO.: IX.8	EFFECTIVE DATE: 09/16/2020	PAGE: 2 of 4
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3. POLICY

3.1 Responsibilities

3.1.1 The Governing Board hereby delegates management authority and overall responsibility for implementing the P-Card policy to the Chief Financial Officer within prescribed law, Authority policy and administrative directives. In accordance with the Authority's Purchasing Policy, the Chief Financial Officer shall formulate P-Card procedures, standards and expectations, including forms, training and initiation/termination of employee P-Cards. Within the Program guidelines, the Chief Financial Officer shall establish and maintain a list of employee authorized P-Cards, establish transaction and monthly credit limits for each issued card, and produce or oversee any reports and audits of the program.

3.1.2 Pursuant to the Purchasing Policy, Directors who are authorized by the Purchasing Manager to oversee and make purchases for their assigned department, are accountable and responsible for all Department purchases, including P-Card transactions.

3.2 Issuance And Custody Of Authority Pcards

3.2.1 Authority P-cards shall only be used for Authority business and in compliant with all relevant Authority policies, applicable laws, and ethical practices.

3.2.2 The Cardholder must be an official or employee of the Authority. The intended Cardholder shall sign a P-card Acceptable Use Agreement prior to receiving a card and maintain custody and safeguard their issued card. Cardholders are responsible and accountable for adherence to the established per transaction, monthly limits and MCC codes for their card.

3.2.3 Approving Officials within the Department shall also provide due diligence in the review and approval of all P-Cards and said use within their oversight and control.

3.2.4 The P-Card is to supplement the procurement process as a payment mechanism, and not to circumvent established purchasing procedures and related Authority Policies.



POLICY & PROCEDURE

SUBJECT: Procurement Card (P-Card)	POLICY NO.: IX.8	EFFECTIVE DATE: 09/16/2020	PAGE: 3 of 4
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3.3 Internal Controls

- 3.3.1** The P-Card issuing bank shall issue a statement to the Cardholder for each billing cycle. The Cardholder is responsible for reconciling and verifying all transactions, providing receipts and supporting documentation, and preparing forms for review and approval by the Approving Official.
- 3.3.2** Each Department Director shall assign an Approving Official in a supervisory or management role equal to or above the Cardholder's position, who shall review and confirm the P-Card reconciliation report, with supporting receipts and forms, prior to submission for payment.
- 3.3.3** The P-Card Program Coordinator will be responsible for the overall implementation, management and integrity of the Authority's P-Card program under the direction of the Director of Finance.
- 3.3.4** Misuse of P-Card in violation of Procurement Card Policies and Procedures shall result in the immediate discontinuance of procurement card purchasing privileges for the Cardholder. Violation of Card holder's Acceptable Use Agreement may result in disciplinary action and reimbursement to the Authority for unauthorized expenditures and/or legal action according to applicable laws.

4. PROCEDURES

- 4.1** Purchases over \$3,000 threshold shall be invoiced and paid for, by an Authority check, and not through use of an Authority issued credit card whenever practical as exceptions will be necessary with certain types of transactions/vendors.
- 4.2** Safeguarding an assigned card is the responsibility of a Cardholder, and the account numbers and/or cards shall not be shared.
- 4.3** When making authorized travel reservations for others, the Cardholder and business traveler shall adhere to the Authority's Travel Policy.
 - 4.3.1** Each card holder will be provided a worksheet to be used to enter each charge as they occur to track the daily balances.
 - 4.3.2** At the end of the monthly billing cycle, the worksheet will be printed, signed and attached to all of the supporting documentation (approved requisitions, receipts, packing slips, etc.) and forwarded to accounting



POLICY & PROCEDURE

SUBJECT: Procurement Card (P-Card)	POLICY NO.: IX.8	EFFECTIVE DATE: 09/16/2020	PAGE: 4 of 4
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within 5 working days after the closing date of the month's billing cycle. The deadline for all paperwork to be submitted is by the 7th of each month.

- 4.3.3** After verification of complete supporting documentation, the accounting department will review the activity and approve replenishment of the account up to the pre-set limit.
- 4.3.4** The complete Charges worksheet should also be emailed to Accounting (in Excel format), to be used for account coding.

DRAFT



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

DATE: September 16, 2020

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Diana Acosta, CPA, Chief Financial Officer

SUBJECT: Approval of Resolution No. 545 Adopting Cost Allocation Policy and Procedure No. IX.9 Effective September 16, 2020

Summary

A formal written policy has been drafted to document the descriptive procedures and practices Tri-City Mental Health Authority utilizes to allocate costs, and is being presented to the Board for its review and approval.

Background

Every type of expenditure made by Tri-City Mental Health Authority is associated with a specific program or function. Most expenses are readily identifiable to a specific program or function; however, when an expenditures or type of expenditures cannot be directly associated with a specific program, these costs must be allocated equitably amongst the programs that benefit from this expense. An example would include the cost of security guards. While this expense benefits all programs, it must be allocated equitably. This type of expense would first be associated with the specific building where the security guard is located and then allocated amongst all of the programs that reside at that particular building. While Tri-City currently has existing and established procedures and practices for equitably allocating costs, a formal written Cost Allocation Policy had not been documented or adopted by the Governing Board. A formal written document has now been drafted to include the methodologies currently used by Tri-City to allocate costs, and to establish consistent and equitable procedures for the varying types of costs.

Fiscal Impact

None.

Recommendation

Staff hereby recommends this policy be approved and adopted by the Governing Board.

Attachments

Attachment 5-A: Resolution No. 545 - DRAFT

Attachment 5-B: Cost Allocation Policy and Procedure No. IX.9 - DRAFT

RESOLUTION NO. 545

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING THE AUTHORITY'S COST ALLOCATION POLICY AND PROCEDURE NO. IX.9 EFFECTIVE SEPTEMBER 16, 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") wishes to establish its Cost Allocation Policy and Procedure No. IX.9, to document the descriptive procedures, practices, and methodologies the Authority utilizes to allocate costs, and to establish consistent and equitable procedures for the varying types of costs.

2. Action

The Governing Board approves the Cost Allocation Policy and Procedure No. IX.9 effective September 16, 2020.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 16, 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: _____



POLICY & PROCEDURE

SUBJECT: Cost Allocation	POLICY NO.: IX.9	EFFECTIVE DATE: 09/16/2020	PAGE: 1 of 9
APPROVED BY: Executive Director Governing Board	SUPERCEDES: All Previous Versions	ORIGINAL ISSUE DATE: 09/16/2020	RESPONSIBLE PARTIES: Chief Financial Officer

1. PURPOSE

- 1.1 To establish consistent methodologies for allocation of costs to ensure consistent, and equitable procedures are established for allocating salaries, benefits and operating costs amongst all programs being operated by Tri-City.
- 1.2 To establish descriptive and transparent practices to ensure eligible expenses are properly recorded in MHSA and Cost Report.

2. DEFINITIONS

- 2.1 Direct Costs - The OMB Uniform Guidance, 2CFR200, and formerly contained in OMB Circular A-87, defines cost as those costs that can be identified specifically with a particular final cost objective. Therefore, direct costs are those costs that can be identified specifically with the provision of mental health services, utilization review/quality assurance activities, or administration of the mental health plan.
- 2.2 Indirect Costs – Formerly OMB Circular A-87 defines an indirect cost as those costs that are incurred for a common or joint purpose benefiting more than one cost objective and nor readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Therefore, indirect costs are those costs that are incurred for a common or joint purpose benefitting the provision of a mental health service, utilization review/quality assurance activity, or administration of the Specialty Mental Health Services Waiver and therefore may only be allocated to these three cost centers.

3. POLICY

- 3.1 The general ledger accounts are the source of all of the financial reports used by management. It is therefore critical that the accounting records, after the entry of transactions in the general ledger, are properly controlled so that they continue to reflect accurately the operations of the business.
- 3.2 Tri-City operates as a Full-Accrual Enterprise Fund. Tri-City’s major sources of funding include Realignment, Medi-Cal (FFP and EPSDT) and Mental Health Serves Act (MHSA) funds. Tri-City segregates it’s MHSA funding and related expenses from all other Tri-City programs and activities (non-MHSA). Costs associated with both MHSA and Non-MHSA related programs, must be allocated equitably to each of the programs.



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SUBJECT: Cost Allocation	POLICY NO.: IX.9	EFFECTIVE DATE: 11/20/2019	PAGE: 2 of 9
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To ensure the allocation is equitable amongst these programs, a consistent and reasonable method of allocation should be established, and as a best practice, reviewed and approved by the Governing Board. For the purposes of reference within this policy, all Non-MHSA programs will be referred to Tri-City, and as such throughout this document, MHSA and Tri-City will mean MHSA and Non-MHSA programs.

- 3.3** Tri-City has identified the use of Full-Time Equivalent (FTEs) as an appropriate metric for allocating costs. The use of FTE's as a metric for sharing of costs is a standard reasonable metric allowed under 2CFR 200 for use by local agencies. As such, Tri-City has consistently utilized this practice for a number of years. For example, if a total of 4 full-time employees work on four different programs and the cost of security guard services, for the space only they occupy, is \$4,000 annually then \$1,000 (25%) should be charged to each of the programs they work on. Similar to the above noted example, salaries are allocated to each program based on the time they spend and the duties and the purpose they serve. For example, the costs associated with one full-time employee whose duties are to serve two separate programs would be allocated equitably to each of the programs they serve and would depend on how much time that person spends on each of the two programs. However, an administrative staff such as an employee in finance or in human resources, who serve the entire agency would be charged to all programs and would also be based on FTE's.
- 3.4** Based on the above noted examples, the FTE's utilized to allocate costs is dependent on the type of costs being allocated (salaries & benefits, or other operating costs), the location the costs are associated with, and/or the program the costs are associated with. The varying scenarios have been identified into several categories within 2 main types of costs: 1) Salaries and Benefits; and 2) Facility, Equipment, & Other Services & Supplies. Further, within these two types of costs, there are direct and indirect costs. Direct costs include costs directly associated with a specific program while indirect costs cannot be directly identified to be associated with a specific program such as certain support staff, finance, IT, facilities, and human resources.

4. PROCEDURES

- 4.1** Tri-City has consistently engaged in the practice of utilizing FTE's as a basis for allocating all costs. As indicated previously, the FTE's utilized to allocate costs is dependent on the type of cost being allocated, the location associated with the costs and/or the duties of the employees. As noted above, these varying scenarios have been identified in two main types of costs; Salaries & Benefits and Operating.
- 4.1.1** For purposes of allocating costs, Tri-City distinguishes staff between direct and indirect (administrative) employees. A staff is considered direct if they directly work on a specified program. For example, a Clinical Therapist that is assigned to a Full Service Partnership Program or a Farmer whose job is 100% to work in the Therapeutic Community Garden. Indirect staff, however, whose duties cannot be directly associated with a specific program, or are identified as staff who serve the entire agency, will need to be allocated based on the following methodologies (Refer to section 4.2).



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SUBJECT: Cost Allocation	POLICY NO.: IX.9	EFFECTIVE DATE: 11/20/2019	PAGE: 3 of 9
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4.1.2 A total of 222 FTEs were budgeted for fiscal year 2020-21. While Tri-City projects that the total number of budgeted positions will be filled, it is difficult to estimate exactly what positions will in fact be filled at any given time and as such Tri-City has consistently utilized the practice of using actual FTE's as of a specific pay period end date to base the allocation.

The total number of employees at pay period ending June 28, 2020 was a total of 191.5 FTE's. Each of those employees were determined to either be a direct or indirect employee and what program they directly served. In addition, each employee that was identified as a direct employee, was either 100% to a specific program or allocated to one or more programs.

4.2 Allocation of Costs: Salaries and Benefits

Salaries and benefits typically make up approximately 80% of Tri-City's total budget. Tri-City's budget includes salary and benefits costs to employ 222 employees. Benefits costs primarily include retirement, health and dental insurance, worker's compensation insurance, and state unemployment insurance, which are budgeted at an estimated 32.73% of salaries. These costs are then allocated or charged to a program or function using one of the following methods:

4.2.1 Serves-All Administrative Allocation (Serves-All)– Tri-City employs several employees that serve the entire agency. The salaries and costs associated with staff that serve the entire agency should be allocated to all programs. The departments and staffing identified as "Serves-All" include Human Resources, Finance, Information Technology, Facilities, certain Support Staff, and several other individuals that do in fact serve the entire agency. As noted above, Tri-City segregates it's MHSA funding and programs from all other Tri-City funds (i.e. Realignment) and programs. The salaries and benefits associated with the "Serves-All" group are then allocated to the administrative cost center Code 110 for MHSA and Code 110 for Tri-City. Using the payroll data as of the pay date June 28, 2020 and the total number of FTE's as of this date, which included a total of 191.50 employees. The following is a summary of the total staff:

Summary	
Direct Staff	162.50
Indirect Staff	2.00
Serves All Staff	27.00
Total All Staff	191.50

As demonstrated below at Table #1a, the total number of direct staff is 162.5 FTEs. Of the 162.5 FTEs a total of 64.71 FTEs, or 40%, were noted to be Tri-City (Non-MHSA) direct staff while a total of 97.79 FTEs, or 60%, were noted to be MHSA direct staff. As such the employees identified as "Serves-All" staff, will be allocated 40% to Non-MHSA Programs and 60% MHSA programs for fiscal year 2020-21.



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Table # 1a

Direct Staff	FTE's	%
Tri-City (Non-MHSA)	64.71	40%
MHSA	97.79	60%
Total	162.50	100%

A total of 2 FTEs were identified as staff that were neither direct staff or “Serves-All” and as such are allocated separately as follows:

Table # 1b

Indirect Staff	FTE's	%
Tri-City (Non-MHSA)	0.50	25%
MHSA	1.50	75%
Total	2.00	100%

A total of 27 FTEs were identified as “Serves-All” staff out of the 191.5 FTEs. Using the ratio of direct staff at Table #1a above, the 27 FTE’s will be allocated to Tri-City and MHSA, 40% and 60%, respectively as demonstrated below at Table #1c.

Table # 1c

Serves-All	FTE's	%
Tri-City (Non-MHSA)	10.80	40%
MHSA	16.20	60%
Total	27.00	100%

4.2.2 Clinical Programs Allocation (C-Series) – Tri-City and MHSA clinical programs include programs for children and adults. The Children’s Department programs include: Child Outpatient (#060); and Full Service Partnership-Children (#215) and Transitional Aged Youth (TAY) (#220). The Adult Programs include: Adult Outpatient (#160); Full Service Partnership-Adult (#230) and Older Adult (#240); Field Capable Services (#260); and Supplemental Crisis (#270). Each of these programs provide services that are measured in “Units of Services” (UOS). The staff who provide these services generally provide services to one or two of the programs noted above however there are staff who provide services to multiple programs. For example, a staff member who provides services in the children’s clinic may provide services to only FSP programs (#215 and #220) or may provide services to all clients being served at the Children’s clinic which would include Programs #060, #215, and #220. These units of service provide a reasonable basis for allocating the costs associated with providing these services as the majority of the services they



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provide are measured by a unit of service. The units of service for the most recent completed fiscal year (i.e. 2018-19) are utilized for allocating costs for the current fiscal year budget (2020-21). There are several combinations of services provided by staff and as such the C-Series was developed to help identify the allocation method to be utilized for each staff. Below are the combinations identified for fiscal year 2020-21 along with a brief description of each:

4.2.2.1 C-1, C-2 and C-3 Allocations. The C-1 allocation includes two allocations (C-1a and C-1b), which represent the proportion used when allocating costs between all MHSA and all Tri-City clinical programs. Also, as noted below at Table #2, the C-2 and C-3 allocations represent the formula for staff who only serve all children programs or all adult programs, respectively.

TABLE # 2: Unit of Service - Total MHSA & Tri-City Programs (Children & Adult Programs Consolidated) C-1 (a & b), C-2 and C-3 Allocations

			C-1 (a) Allocation *	
Program #	MHSA & Tri-City Children & Adult Programs:	Unit of Service	% of Program	
	MHSA Programs	1,423,077	50%	
	Tri-City Programs	1,453,035	50%	
	Total MHSA & Tri-City (Children & Adult Programs)	2,876,112	100%	

			C-1 (b) Allocation *	
Program #	MHSA & Tri-City Children & Adult Programs:	Unit of Service	% of Program	
#060	Child Outpatient Program	521,371	18%	
#160	Adult Outpatient Program	931,664	32%	
#215	Full Service Partnership-Childrens Program	367,999	13%	
#220	Full Service Partnership-TAY Program	463,756	16%	
#230	Full Service Partnership - Adult Program	512,877	18%	
#240	Full Service Partnership - Older Adult Program	78,445	3%	
	Total MHSA- Full Service Partnership Programs	2,876,112	100%	

			C-2 Allocation	
Program #	All Childrens Programs:	Unit of Service	% of Program	
#060	Child Outpatient Program	521,371	39%	
#215	Full Service Partnership-Childrens Program	367,999	27%	
#220	Full Service Partnership-TAY Program	463,756	34%	
	Total All Childrens Programs	1,353,126	100%	

			C-3 Allocation	
Program #	All Adult Programs:	Unit of Service	% of Program	
#160	Adult Outpatient Program	931,664	61%	
#230	Full Service Partnership - Adult Program	512,877	34%	
#240	Full Service Partnership - Older Adult Program	78,445	5%	
	Total All Adult Programs	1,522,986	100%	

* Please note that the amounts and percentages are rounded to the nearest 1%.



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4.2.2.2 C-4 and C-5 Allocations. The C-4 and C-5 allocations are demonstrated at Table #3 below. These two allocations methods are utilized for staff who provide services only to the Adult MHSA Full Service Partnership programs (C-4) or to only Children MHSA Full Service Partnership programs (C-5).

**TABLE # 3: Unit of Service - Total MHSA Programs (Children & Adult Programs Separately)
C-4 and C-5 Allocations**

		C-4 Allocation	
Program #	MHSA Adult Programs:	Unit of Service	% of Program
#230	Full Service Partnership - Adult Program	512,877	87%
#240	Full Service Partnership - Older Adult Program	78,445	13%
Total MHSA-Adult Programs		591,322	100%

		C-5 Allocation	
Program #	MHSA Childrens Programs:	Unit of Service	% of Program
#215	Full Service Partnership-Childrens Program	367,999	44%
#220	Full Service Partnership-TAY Program	463,756	56%
Total MHSA-Childrens Programs		831,755	100%

4.2.2.3 C-6 Allocation. The C-6 allocation would be utilized by staff whose job duties include providing services only to the Tri-City programs which would include the Children's Outpatient program #060, and the Adult Outpatient program #160 and is included in Table #4 as follows:

**TABLE # 4: Unit of Service - Total Tri-City Programs (Children & Adult Programs Consolidated)
C-6 Allocations**

		C-6 Allocation	
Program #	Tri-City Outpatient Programs:	Unit of Service	% of Program
#060	Child Outpatient Program	521,371	36%
#160	Adult Outpatient Program	931,664	64%
Total Adult Programs		1,453,035	100%

4.2.2.4 C-7 Allocation. The C-7 allocation would be utilized by staff whose job duties included providing services to only the Full Services Partnership Programs as follows at Table # 5:

**TABLE # 5: Unit of Service - Total MHSA Programs (Children & Adult Programs Consolidated)
C-7 Allocation**

		C-7 Allocation	
Program #	MHSA-Full Service Partnership Programs:	Unit of Service	% of Program
#215	Full Service Partnership-Childrens Program	367,999	26%
#220	Full Service Partnership-TAY Program	463,756	33%
#230	Full Service Partnership - Adult Program	512,877	36%
#240	Full Service Partnership - Older Adult Program	78,445	6%
Total MHSA- Full Service Partnership Programs		1,423,077	100%



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4.2.2.5 C-8 Allocation. The C-8 allocation would be utilized for staff whose primary duties include working within the Supplemental Crisis program and provide crisis services to all clinical programs. See Table # 6 below:

**TABLE # 6: Unit of Service - Supplemental Crisis Units
C-8 Allocation**

			C-8 Allocation	
Program #	Supplemental Crisis Program	Unit of Service	% of Program	
#060	Child Outpatient Program	2,210	7%	
#160	Adult Outpatient Program	9,899	33%	
#215	Full Service Partnership-Childrens Program	4,129	14%	
#220	Full Service Partnership-TAY Program	5,810	19%	
#230	Full Service Partnership - Adult Program	4,996	16%	
#240	Full Service Partnership - Older Adult Program	1,653	6%	
#270	Supplemental Crisis Program	1,611	5%	
Total MHA & Tri-City (Children & Adult Programs)		30,308	100%	

4.2.2.6 C-9 and C-10 Allocations. Table #7 below represents the calculations for the C-9 and C-10 allocations which were primarily designated for staff whose duties are direct however are not included in any of other C-Series Allocations.

**TABLE # 7: Unit of Service - Miscellaneous Program Combinations
C-9 and C-10 Allocations**

			C-9 Allocation	
Program #	Adult & Older Adult Full Service Partnership	Unit of Service	% of Program	
#160	Adult Outpatient Program	931,664	64%	
#230	Full Service Partnership - Adult Program	512,877	36%	
Total		1,444,541	100%	

			C-10 Allocation	
Program #	Direct Program Support	Unit of Service	% of Program	
#060	Child Outpatient Program	521,371	23%	
#215	Full Service Partnership-Childrens Program	367,999	16%	
#220	Full Service Partnership-TAY Program	463,756	20%	
#160	Adult Outpatient Program	931,664	41%	
Total		2,284,790	100%	

4.2.3 Direct to Program (100%) – There are various staff whose time does not need to be allocated and as such 100% of the costs associated with their salaries and benefits are charged 100% to the program they are assigned to. For example the costs associated with a staff member who only works on the Therapeutic Community Garden (TCG) program will be charged only to the TCG program (Program #382).



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4.2.4 Time Study. There are a select number of staff at Tri-City whose tasks are performed for various programs and estimates are not easily determined based on their schedule. As a result, in order to determine a reasonable basis for allocating their time, a periodic time study would be required for these staff throughout the year.

4.3 Allocation of Costs: Facility, Equipment and Other Services and Supplies

Facility and equipment costs make up approximately 5% of total budgeted costs for Tri-City while other services and supplies make up approximately 7% of total budgeted costs. Facility costs include rent, primarily for the space used for the Children’s clinical programs. In addition, rent is also required for storage space. Facility costs also include the cost of utilities (electricity, gas and waste disposal services), janitorial services and supplies, and the cost of maintaining and repairing all the buildings owned by Tri-City. Equipment costs include the costs to maintain, repair and replace furniture, vehicles, computers, telephones and other equipment used by Tri-City staff. Other services & supplies include general, property and professional liability insurance, security guard services, advertising services for recruitment of staff, office supplies and a variety of other costs and services required. As noted above there are a few methods in which costs are allocated and it is dependent not only on the employee’s position (duties, etc), it is dependent on the type of expense and on whether or not a cost is associated with a staff or a specific program. Refer to examples as follows:

4.3.1 Serves All. When an expense is identified as something that benefits the entire agency and not related to a specific program, this cost would be first split between Tri-City and MHSA at the current rate of 60% and 40% respectively, and since it is most likely an indirect cost, it will be allocated to administrative expenses. On the Tri-City side, the 60% of the costs will be allocated to administrative costs and then on the MHSA side, the 40% of the costs will be split between the CSS and the PEI plan at the rate of 80% and 20%, respectively.

4.3.1.1 Example: IT infrastructure and IT related licenses – these types of expenses would benefit the entire agency and therefore would need to be allocated to all programs.

4.3.1.2 Example 3: Consultants – Costs for certain consulting services or any other cost that will benefit the entire agency (and depending on the type of services) will be allocated to both Tri-City and MHSA administration using the Serves-All allocation method noted above. Consulting services for clinical services will be allocated to all clinical (See C-Series Allocation).

4.3.2 Direct to Program. Certain costs that are considered direct program costs and are identifiable to a specific program, will be directly charged/recorded within the specific program.



POLICY & PROCEDURE

SUBJECT: Cost Allocation	POLICY NO.: IX.9	EFFECTIVE DATE: 11/20/2019	PAGE: 9 of 9
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4.3.2.1 Example 1: The purchase of Mental Health First Aid course manuals would not be associated with the person who requested the purchase, rather the actual expense would be associated with the program for which the manuals are intended. In this example, the manuals would be associated with the Mental Health First Aid program and therefore 100% of these costs would be charged to Program 320-Community Capacity Building which is where this program is included.

4.3.2.2 Example 4: Travel Expenses – are mostly allocated specifically to a program or a program the particular staff is associated with, unless the individual travel is for another program. For example, a clinical staff may incur costs associated with providing trainings to the community which would then be allocated to an MHSA program that provides for Learning and Improvement (Workforce Education & Training or WET).

4.3.3 Indirect or Administrative. Certain costs are not directly associated with a specific program and either benefit the entire Authority or are administrative in nature and support or benefit all programs, or are associated with one specific building. The following are a few examples:

4.3.3.1 Example 1: Office Supplies - purchases made for a specific program or staff will be charged to the specific program that the supplies are for or allocated among the various program also based on FTE's. When office supplies are purchased for all staff within a specific building, these costs will be allocated to programs residing at the building by FTE's that occupy that particular building.

4.3.3.2 Example 2: Building Repair and Maintenance – similar to the security expense example noted previously, building and maintenance expenses are allocated to the programs, by FTE, that reside in the building for which the expenses are associated with.

4.3.3.3 Example 3: Utilities, janitorial services and supplies, equipment leases and usage are, all allocated by FTE's and also by building for which these costs are associated with.

5. REFERENCES

5.1 Generally Accepted Accounting Principles (GAAP)



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

DATE: September 16, 2020

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Kitha Torregano, Human Resources Manager

SUBJECT: Approval of Resolution No. 546 Adopting Revised Classification and Salary Schedules Effective July 1, 2017, July 1, 2018, and July 1, 2019, Respectively, to Comply with Government Code and CCR 570.5 Requirements

Summary:

Following their audit on December 5, 2019, the California Public Employees' Retirement System (CalPERS) noted that in order to have a pay schedule that is in compliance with Government Code and CCR 570.5, it must clearly indicate whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annual, which we currently have, but was not labeled; and that the agency's pay schedule should be encompassed in one document. On December 18, 2019, we brought forth the revision of our current pay schedule to comply with these requirements which became effective January 1, 2020. Since then, CalPERS has requested we revise former salary schedules within the audit review period of July 1, 2017 – August 31, 2019. To comply with the CalPERS notations, staff have drafted one Salary Schedule document for each fiscal year within the review period of July 1, 2017 – August 31, 2019 that will include all agency job classifications, pay grades and salary ranges, as well as reflect the time base and pay frequency.

Background:

CalPERS conducted an audit of Tri-City's human resources protocols on December 5th. In the exit interview, CalPERS noted that in order to have a pay schedule that complies with Government Code and CCR 570.5, all eight of the following requirements must be met:

- (1) Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- (2) Identifies the position title for every employee position;
- (3) Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- (4) Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;

**Governing Board of Tri-City Mental Health Authority
Approval of Resolution No. 546 Adopting Revised Classification and Salary Schedules
Effective July 1, 2017, July 1, 2018, and July 1, 2019, Respectively, to Comply with
Government Code and CCR 570.5 Requirements
September 16, 2020
Page 2**

- (5) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- (6) Indicates an effective date and date of any revisions;
- (7) Is retained by the employer and available for public inspection for not less than five years; and
- (8) Does not reference another document in lieu of disclosing the payrate.

It was noted that Tri-City was not fully in compliance with requirement number 4, because while the current Tri-City pay schedules listed the annual, monthly and hourly salaries for all of its positions, they were not obviously labeled as such and needed to be corrected. The auditors also noted that agencies should have one pay schedule for all of their employees and that Tri-City needed to make that correction as well because Tri-City currently has two separate schedules, one for exempt and one for non-exempt job classifications.

Fiscal Impact:

None, there are no salary range increases being proposed at this time; therefore, this change will not impact the overall budget.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 546 establishing revised Classification and Salary Schedules for Tri-City Mental Health Authority effective July 1, 2017, July 1, 2018, and July 1, 2019, respectively, to comply Government Code and CCR 570.5 requirements.

Attachments

Attachment 6-A: Resolution No. 546 - DRAFT

Attachment 6-B: TCMHA FY 2017-18 Classification & Salary Schedule Effective July 1, 2017 and Adopted 09162020

Attachment 6-C: TCMHA FY 2018-19 Classification & Salary Schedule Effective July 1, 2018 and Adopted 09162020

Attachment 6-D: TCMHA FY 20219-20 Classification & Salary Schedule Effective July 1 2019 and Adopted 09162020

RESOLUTION NO. 546

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING THE AUTHORITY'S REVISED SALARY SCHEDULES FOR FISCAL YEAR 2017-18 EFFECTIVE JULY 1, 2017; FISCAL YEAR 2018-19 EFFECTIVE JULY 1, 2018; AND FISCAL YEAR 2019-20 EFFECTIVE JULY 1, 2019 TO COMPLY WITH GOVERNMENT CODE AND CCR 570.5 REQUIREMENTS

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

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

A. Tri-City Mental Health Authority ("Authority or TCMHA") desires to revise its Salary Schedules for Fiscal Year 2017-18, Fiscal Year 2018-19, and Fiscal Year 2019-20, respectively, to comply with Government Code and CCR 570.5 Requirements.

B. There are no salary range increases being proposed at this time; therefore, this change will not impact the overall budget.

2. Action

The Governing Board approves and establishes the Authority's revised Classification and Salary Schedules for Fiscal Year 2017-18 effective July 1, 2017; Fiscal Year 2018-19 effective July 1, 2018; and Fiscal Year 2019-20 effective July 1, 2019 to comply with Government Code and CCR 570.5 requirements.

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
FISCAL YEAR 2017-18
Effective July 1, 2017
(Adopted September 16, 2020)

Job Title	Job Classification	Pay Grade	Salary Rate	Salary Range				
				Minimum	25th%	Mid	75th%	Maximum
Wellness Advocate I	Non-Exempt	N1	Annual	\$ 25,325.10	\$ 27,224.65	\$ 29,124.19	\$ 31,023.73	\$ 32,923.28
			Monthly	\$ 2,110.43	\$ 2,268.72	\$ 2,427.02	\$ 2,585.31	\$ 2,743.61
			Hourly	\$ 12.1755	\$ 13.0888	\$ 14.0020	\$ 14.9153	\$ 15.8285
Clinical Wellness Advocate I Medical Assistant Mental Health Worker I Program Support Assistant I Wellness Advocate II	Non-Exempt	N2	Annual	\$ 32,036.02	\$ 34,438.91	\$ 36,841.80	\$ 39,244.69	\$ 41,647.58
			Monthly	\$ 2,669.67	\$ 2,869.91	\$ 3,070.15	\$ 3,270.39	\$ 3,470.63
			Hourly	\$ 15.4019	\$ 16.5572	\$ 17.7124	\$ 18.8676	\$ 20.0229
Clinical Wellness Advocate II Community Garden Farmer Community Navigator I Facilities Maintenance Technician I Program Support Assistant II Wellness Advocate III	Non-Exempt	N3	Annual	\$ 35,240.58	\$ 37,883.42	\$ 40,526.25	\$ 43,169.08	\$ 45,811.91
			Monthly	\$ 2,936.72	\$ 3,156.95	\$ 3,377.19	\$ 3,597.42	\$ 3,817.66
			Hourly	\$ 16.9426	\$ 18.2132	\$ 19.4838	\$ 20.7544	\$ 22.0250
Clinical Wellness Advocate III Community Navigator II Mental Health Worker II Program Support Assistant III	Non-Exempt	N4	Annual	\$ 38,764.00	\$ 41,671.30	\$ 44,578.60	\$ 47,485.90	\$ 50,393.20
			Monthly	\$ 3,230.33	\$ 3,472.61	\$ 3,714.88	\$ 3,957.16	\$ 4,199.43
			Hourly	\$ 18.6365	\$ 20.0343	\$ 21.4320	\$ 22.8298	\$ 24.2275
Facilities Maintenance Technician II Mental Health Rehabilitation Specialist I Program Support Assistant IV Psychiatric Technician I Residential Services Coordinator	Non-Exempt	N5	Annual	\$ 42,640.40	\$ 45,838.57	\$ 49,036.73	\$ 52,234.89	\$ 55,433.06
			Monthly	\$ 3,553.37	\$ 3,819.88	\$ 4,086.39	\$ 4,352.91	\$ 4,619.42
			Hourly	\$ 20.5002	\$ 22.0378	\$ 23.5754	\$ 25.1129	\$ 26.6505
Information Technology Specialist I Mental Health Rehabilitation Specialist II Psychiatric Technician II	Non-Exempt	N6	Annual	\$ 46,904.98	\$ 50,422.80	\$ 53,940.62	\$ 57,458.44	\$ 60,976.26
			Monthly	\$ 3,908.75	\$ 4,201.90	\$ 4,495.05	\$ 4,788.20	\$ 5,081.35
			Hourly	\$ 22.5505	\$ 24.2417	\$ 25.9330	\$ 27.6242	\$ 29.3155
Certified Substance Abuse Counselor	Exempt	S1	Annual	\$ 45,237.11	\$ 50,891.75	\$ 56,546.39	\$ 62,201.03	\$ 67,855.67
			Monthly	\$ 3,769.76	\$ 4,240.98	\$ 4,712.20	\$ 5,183.42	\$ 5,654.64
			Hourly	\$ 21.7486	\$ 24.4672	\$ 27.1858	\$ 29.9043	\$ 32.6229
Administrative Assistant Facilities Maintenance Technician, Senior Mental Health Rehabilitation Specialist III Psychiatric Technician III	Non-Exempt	N7	Annual	\$ 51,595.05	\$ 55,464.78	\$ 59,334.52	\$ 63,204.25	\$ 67,073.99
			Monthly	\$ 4,299.59	\$ 4,622.07	\$ 4,944.54	\$ 5,267.02	\$ 5,589.50
			Hourly	\$ 24.8053	\$ 26.6658	\$ 28.5262	\$ 30.3867	\$ 32.2471
Information Technology Specialist II	Non-Exempt	N8	Annual	\$ 56,754.34	\$ 61,010.92	\$ 65,267.49	\$ 69,524.07	\$ 73,780.64
			Monthly	\$ 4,729.53	\$ 5,084.24	\$ 5,438.96	\$ 5,793.67	\$ 6,148.39
			Hourly	\$ 27.2857	\$ 29.3322	\$ 31.3786	\$ 33.4250	\$ 35.4715
Accountant Communications Coordinator Field Capable CSW I Program Support Supervisor	Exempt	S2	Annual	\$ 50,892.28	\$ 57,253.69	\$ 63,615.09	\$ 69,976.49	\$ 76,337.89
			Monthly	\$ 4,241.02	\$ 4,771.14	\$ 5,301.26	\$ 5,831.37	\$ 6,361.49
			Hourly	\$ 24.4674	\$ 27.5258	\$ 30.5842	\$ 33.6425	\$ 36.7009
Information Technology Specialist III	Non-Exempt	N9	Annual	\$ 62,429.77	\$ 67,112.01	\$ 71,794.24	\$ 76,476.47	\$ 81,158.70
			Monthly	\$ 5,202.48	\$ 5,592.67	\$ 5,982.85	\$ 6,373.04	\$ 6,763.23
			Hourly	\$ 30.0143	\$ 32.2654	\$ 34.5165	\$ 36.7675	\$ 39.0186
Accountant, Senior Clinical Therapist I Community Capacity Organizer Community Mental Health Trainer Field Capable CSW II Housing Supervisor Medication Support Services Supervisor MHSA Program Wellbeing Specialist Nurse Practitioner I Program Analyst I Quality Improvement Specialist I	Exempt	S3	Annual	\$ 55,051.28	\$ 63,309.03	\$ 71,566.78	\$ 79,824.52	\$ 88,082.27
			Monthly	\$ 4,587.61	\$ 5,275.75	\$ 5,963.90	\$ 6,652.04	\$ 7,340.19
			Hourly	\$ 26.4670	\$ 30.4370	\$ 34.4071	\$ 38.3772	\$ 42.3472
Information Technology Specialist, Senior	Non-Exempt	N10	Annual	\$ 68,672.75	\$ 74,837.69	\$ 81,002.63	\$ 87,167.57	\$ 93,332.51
			Monthly	\$ 5,722.73	\$ 6,236.47	\$ 6,750.22	\$ 7,263.96	\$ 7,777.71
			Hourly	\$ 33.0157	\$ 35.9797	\$ 38.9436	\$ 41.9075	\$ 44.8714



TRI-CITY MENTAL HEALTH AUTHORITY
CLASSIFICATION AND SALARY SCHEDULE
FISCAL YEAR 2017-18
Effective July 1, 2017
(Adopted September 16, 2020)

Job Title	Job Classification	Pay Grade	Salary Rate	Salary Range				
				Minimum	25th%	Mid	75th%	Maximum
Capital Improvements Project Manager	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
MHSA Program Coordinator								
MHSA Well Being Supervisor								
Program Analyst II								
Psychologist I								
Quality Improvement Specialist II								
Supplemental Crisis Services Clinician								
Facilities Manager	Exempt	S5	Annual	\$ 69,673.90	\$ 80,124.98	\$ 90,576.07	\$ 101,027.15	\$ 111,478.24
MHSA Program Supervisor			Monthly	\$ 5,806.16	\$ 6,677.08	\$ 7,548.01	\$ 8,418.93	\$ 9,289.85
Nurse Practitioner II			Hourly	\$ 33.4971	\$ 38.5216	\$ 43.5462	\$ 48.5707	\$ 53.5953
Program Supervisor I								
Program Analyst III								
Psychologist II								
Senior Human Resources Analyst								
Support Systems Manager								
Workforce Education and Training Supervisor								
Accounting Manager	Exempt	S6	Annual	\$ 80,125.78	\$ 92,144.49	\$ 104,163.20	\$ 116,181.90	\$ 128,200.61
Crisis Intervention and Medication Support Manager			Monthly	\$ 6,677.15	\$ 7,678.71	\$ 8,680.27	\$ 9,681.83	\$ 10,683.38
Joint Powers Authority (JPA) Administrator/Clerk			Hourly	\$ 38.5220	\$ 44.3002	\$ 50.0785	\$ 55.8567	\$ 61.6349
Mental Health Services Act (MHSA) Projects Manager								
Program and Outcomes Analyst Supervisor								
Program Supervisor II								
Public Outreach and Housing Manager								
Quality Improvement Supervisor								
Revenue/Billing Manager								
Wellness Center Manager								
Clinical Program Manager	Exempt	S7	Annual	\$ 90,140.44	\$ 103,661.72	\$ 117,183.00	\$ 130,704.28	\$ 144,225.55
Controller			Monthly	\$ 7,511.70	\$ 8,638.48	\$ 9,765.25	\$ 10,892.02	\$ 12,018.80
Human Resources Manager			Hourly	\$ 43.3367	\$ 49.8374	\$ 56.3380	\$ 62.8386	\$ 69.3392
Information Technology Manager/HIPAA Security Officer								
Manager of Best Practices	Exempt	S8	Annual	\$ 99,154.80	\$ 114,028.02	\$ 128,901.24	\$ 143,774.46	\$ 158,647.68
			Monthly	\$ 8,262.90	\$ 9,502.34	\$ 10,741.77	\$ 11,981.21	\$ 13,220.64
			Hourly	\$ 47.6706	\$ 54.8212	\$ 61.9718	\$ 69.1223	\$ 76.2729
Chief Compliance Officer	At-Will	S9	Annual	\$ 109,184.39	\$ 125,562.05	\$ 141,939.70	\$ 158,317.36	\$ 174,695.02
Director of MHSA and Ethnic Services			Monthly	\$ 9,098.70	\$ 10,463.50	\$ 11,828.31	\$ 13,193.11	\$ 14,557.92
			Hourly	\$ 52.4925	\$ 60.3664	\$ 68.2402	\$ 76.1141	\$ 83.9880
Chief Financial Officer	At-Will	S10	Annual	\$ 125,562.31	\$ 144,396.71	\$ 163,231.11	\$ 182,065.51	\$ 200,899.91
Chief Operations Officer/HIPAA Privacy Officer			Monthly	\$ 10,463.53	\$ 12,033.06	\$ 13,602.59	\$ 15,172.13	\$ 16,741.66
Director of Clinical Program Services			Hourly	\$ 60.3665	\$ 69.4215	\$ 78.4765	\$ 87.5315	\$ 96.5865
Psychiatrist I	Exempt	S11	Annual	\$ 156,953.16	\$ 185,518.59	\$ 214,084.02	\$ 242,649.45	\$ 271,214.88
			Monthly	\$ 13,079.43	\$ 15,459.88	\$ 17,840.33	\$ 20,220.79	\$ 22,601.24
			Hourly	\$ 75.4582	\$ 89.1916	\$ 102.9250	\$ 116.6584	\$ 130.3918
Psychiatrist II	Exempt	S12	Annual	\$ 168,724.19	\$ 200,889.92	\$ 233,055.65	\$ 265,221.38	\$ 297,387.11
			Monthly	\$ 14,060.35	\$ 16,740.83	\$ 19,421.30	\$ 22,101.78	\$ 24,782.26
			Hourly	\$ 81.1174	\$ 96.5817	\$ 112.0460	\$ 127.5103	\$ 142.9746
Psychiatrist III	Exempt	S13	Annual	\$ 197,969.77	\$ 228,400.12	\$ 258,830.46	\$ 289,260.81	\$ 319,691.15
			Monthly	\$ 16,497.48	\$ 19,033.34	\$ 21,569.21	\$ 24,105.07	\$ 26,640.93
			Hourly	\$ 95.1778	\$ 109.8077	\$ 124.4377	\$ 139.0677	\$ 153.6977
Executive Director	Contract At-Will	S14	Annual	\$ 217,766.61	\$ 244,987.44	\$ 272,208.26	\$ 299,429.09	\$ 326,649.91
Medical Director			Monthly	\$ 18,147.22	\$ 20,415.62	\$ 22,684.02	\$ 24,952.42	\$ 27,220.83
			Hourly	\$ 104.6955	\$ 117.7824	\$ 130.8694	\$ 143.9563	\$ 157.0432



**TRI-CITY MENTAL HEALTH AUTHORITY
CLASSIFICATION AND SALARY SCHEDULE**

FISCAL YEAR 2018-19

Effective July 1, 2018

(Adopted September 16, 2020)

Job Title	Job Classification	Pay Grade	Salary Rate	Salary Range				
				Min	25th%	Mid	75th%	Max
Wellness Advocate I Master of Social Work (MSW) Intern	Non-Exempt	N1	Annual	\$ 25,325.10	\$ 27,224.65	\$ 29,124.19	\$ 31,023.73	\$ 32,923.28
Monthly			\$ 2,110.43	\$ 2,268.72	\$ 2,427.02	\$ 2,585.31	\$ 2,743.61	
Hourly			\$ 12.1755	\$ 13.0888	\$ 14.0020	\$ 14.9153	\$ 15.8285	
Clinical Wellness Advocate I Medical Assistant Program Support Assistant I Wellness Advocate II	Non-Exempt	N2	Annual	\$ 32,036.02	\$ 34,438.91	\$ 36,841.80	\$ 39,244.69	\$ 41,647.58
Monthly			\$ 2,669.67	\$ 2,869.91	\$ 3,070.15	\$ 3,270.39	\$ 3,470.63	
Hourly			\$ 15.402	\$ 16.557	\$ 17.712	\$ 18.868	\$ 20.023	
Clinical Wellness Advocate II Community Garden Farmer Community Navigator I Facilities Maintenance Technician I Program Support Assistant II Wellness Advocate III	Non-Exempt	N3	Annual	\$ 35,240.58	\$ 37,883.42	\$ 40,526.25	\$ 43,169.08	\$ 45,811.91
Monthly			\$ 2,936.72	\$ 3,156.95	\$ 3,377.19	\$ 3,597.42	\$ 3,817.66	
Hourly			\$ 16.943	\$ 18.213	\$ 19.484	\$ 20.754	\$ 22.025	
Clinical Wellness Advocate III Community Navigator II Human Resources Assistant Mental Health Worker Program Support Assistant III	Non-Exempt	N4	Annual	\$ 38,764.00	\$ 41,671.30	\$ 44,578.60	\$ 47,485.90	\$ 50,393.20
Monthly			\$ 3,230.33	\$ 3,472.61	\$ 3,714.88	\$ 3,957.16	\$ 4,199.43	
Hourly			\$ 18.637	\$ 20.034	\$ 21.432	\$ 22.830	\$ 24.228	
Facilities Maintenance Technician II Program Support Assistant IV Psychiatric Technician I Residential Services Coordinator	Non-Exempt	N5	Annual	\$ 42,640.40	\$ 45,838.57	\$ 49,036.73	\$ 52,234.89	\$ 55,433.06
Monthly			\$ 3,553.37	\$ 3,819.88	\$ 4,086.39	\$ 4,352.91	\$ 4,619.42	
Hourly			\$ 20.5002	\$ 22.0378	\$ 23.5754	\$ 25.1129	\$ 26.6505	
Human Resources Technician Information Technology Specialist I Mental Health Specialist Psychiatric Technician II	Non-Exempt	N6	Annual	\$ 46,904.98	\$ 50,422.80	\$ 53,940.62	\$ 57,458.44	\$ 60,976.26
Monthly			\$ 3,908.75	\$ 4,201.90	\$ 4,495.05	\$ 4,788.20	\$ 5,081.35	
Hourly			\$ 22.5505	\$ 24.2417	\$ 25.9330	\$ 27.6242	\$ 29.3155	
Administrative Assistant Facilities Maintenance Technician, Senior Senior Mental Health Specialist Psychiatric Technician III	Non-Exempt	N7	Annual	\$ 51,595.05	\$ 55,464.78	\$ 59,334.52	\$ 63,204.25	\$ 67,073.99
Monthly			\$ 4,299.59	\$ 4,622.07	\$ 4,944.54	\$ 5,267.02	\$ 5,589.50	
Hourly			\$ 24.8053	\$ 26.6658	\$ 28.5262	\$ 30.3867	\$ 32.2471	
Information Technology Specialist II	Non-Exempt	N8	Annual	\$ 56,754.34	\$ 61,010.92	\$ 65,267.49	\$ 69,524.07	\$ 73,780.64
Monthly			\$ 4,729.53	\$ 5,084.24	\$ 5,438.96	\$ 5,793.67	\$ 6,148.39	
Hourly			\$ 27.2857	\$ 29.3322	\$ 31.3786	\$ 33.4250	\$ 35.4715	
Accountant Certified Substance Abuse Counselor Communications Coordinator Field Capable CSW I Program Support Supervisor	Exempt	S2	Annual	\$ 50,892.28	\$ 57,253.69	\$ 63,615.09	\$ 69,976.49	\$ 76,337.89
Monthly			\$ 4,241.02	\$ 4,771.14	\$ 5,301.26	\$ 5,831.37	\$ 6,361.49	
Hourly			\$ 24.4674	\$ 27.5258	\$ 30.5842	\$ 33.6425	\$ 36.7009	
Information Technology Specialist III	Non-Exempt	N9	Annual	\$ 62,429.77	\$ 67,112.01	\$ 71,794.24	\$ 76,476.47	\$ 81,158.70
Monthly			\$ 5,202.48	\$ 5,592.67	\$ 5,982.85	\$ 6,373.04	\$ 6,763.23	
Hourly			\$ 30.0143	\$ 32.2654	\$ 34.5165	\$ 36.7675	\$ 39.0186	
Accountant, Senior Clinical Therapist I Community Capacity Organizer Community Mental Health Trainer Field Capable CSW II Housing Supervisor Human Resources Analyst Medication Support Services Supervisor MHSA Wellbeing Specialist Nurse Practitioner I Program Analyst I Quality Improvement Specialist I	Exempt	S3	Annual	\$ 55,051.28	\$ 63,309.03	\$ 71,566.78	\$ 79,824.52	\$ 88,082.27
Monthly			\$ 4,587.61	\$ 5,275.75	\$ 5,963.90	\$ 6,652.04	\$ 7,340.19	
Hourly			\$ 26.4670	\$ 30.4370	\$ 34.4071	\$ 38.3772	\$ 42.3472	
Information Technology Specialist, Senior	Non-Exempt	N10	Annual	\$ 68,672.75	\$ 74,837.69	\$ 81,002.63	\$ 87,167.57	\$ 93,332.51
Monthly			\$ 5,722.73	\$ 6,236.47	\$ 6,750.22	\$ 7,263.96	\$ 7,777.71	
Hourly			\$ 33.0157	\$ 35.9797	\$ 38.9436	\$ 41.9075	\$ 44.8714	



**TRI-CITY MENTAL HEALTH AUTHORITY
CLASSIFICATION AND SALARY SCHEDULE**

FISCAL YEAR 2018-19

Effective July 1, 2018

(Adopted September 16, 2020)

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



**TRI-CITY MENTAL HEALTH AUTHORITY
CLASSIFICATION AND SALARY SCHEDULE
FISCAL YEAR 2019-20
Effective July 1, 2019
(Adopted September 16, 2020)**

Job Title	Job Classification	Pay Grade	Salary Rate	Salary Range				
				Minimum	25th%	Mid	75th%	Maximum
Housing Wellness Advocate I Master of Social Work (MSW) Intern Wellness Advocate I	Non-Exempt	N1	Annual Monthly Hourly	\$ 27,224.65 \$ 2,268.72 \$ 13.0888	\$ 28,427.49 \$ 2,368.96 \$ 13.6671	\$ 29,630.34 \$ 2,469.19 \$ 14.2454	\$ 30,833.18 \$ 2,569.43 \$ 14.8236	\$ 32,036.02 \$ 2,669.67 \$ 15.4019
Clinical Wellness Advocate I Housing Wellness Advocate II Medical Assistant Program Support Assistant I Wellness Advocate II	Non-Exempt	N2	Annual Monthly Hourly	\$ 32,036.02 \$ 2,669.67 \$ 15.4019	\$ 34,438.91 \$ 2,869.91 \$ 16.5572	\$ 36,841.80 \$ 3,070.15 \$ 17.7124	\$ 39,244.69 \$ 3,270.39 \$ 18.8676	\$ 41,647.58 \$ 3,470.63 \$ 20.0229
Clinical Wellness Advocate II Community Garden Farmer Community Navigator I Facilities Maintenance Technician I Housing Wellness Advocate III Program Support Assistant II Wellness Advocate III	Non-Exempt	N3	Annual Monthly Hourly	\$ 35,240.58 \$ 2,936.72 \$ 16.9426	\$ 37,883.42 \$ 3,156.95 \$ 18.2132	\$ 40,526.25 \$ 3,377.19 \$ 19.4838	\$ 43,169.08 \$ 3,597.42 \$ 20.7544	\$ 45,811.91 \$ 3,817.66 \$ 22.0250
Clinical Wellness Advocate III Community Navigator II Human Resources Assistant Mental Health Worker Program Support Assistant III	Non-Exempt	N4	Annual Monthly Hourly	\$ 38,764.00 \$ 3,230.33 \$ 18.6365	\$ 41,671.30 \$ 3,472.61 \$ 20.0343	\$ 44,578.60 \$ 3,714.88 \$ 21.4320	\$ 47,485.90 \$ 3,957.16 \$ 22.8298	\$ 50,393.20 \$ 4,199.43 \$ 24.2275
Facilities Maintenance Technician II Program Support Assistant IV Psychiatric Technician I Residential Services Coordinator	Non-Exempt	N5	Annual Monthly Hourly	\$ 42,640.40 \$ 3,553.37 \$ 20.5002	\$ 45,838.57 \$ 3,819.88 \$ 22.0378	\$ 49,036.73 \$ 4,086.39 \$ 23.5754	\$ 52,234.89 \$ 4,352.91 \$ 25.1129	\$ 55,433.06 \$ 4,619.42 \$ 26.6505
Human Resources Technician Information Technology Specialist I Mental Health Specialist Psychiatric Technician II	Non-Exempt	N6	Annual Monthly Hourly	\$ 46,904.98 \$ 3,908.75 \$ 22.5505	\$ 50,422.80 \$ 4,201.90 \$ 24.2417	\$ 53,940.62 \$ 4,495.05 \$ 25.9330	\$ 57,458.44 \$ 4,788.20 \$ 27.6242	\$ 60,976.26 \$ 5,081.35 \$ 29.3155
Administrative Assistant Facilities Maintenance Technician, Senior Senior Mental Health Specialist Psychiatric Technician III	Non-Exempt	N7	Annual Monthly Hourly	\$ 51,595.05 \$ 4,299.59 \$ 24.8053	\$ 55,464.78 \$ 4,622.07 \$ 26.6658	\$ 59,334.52 \$ 4,944.54 \$ 28.5262	\$ 63,204.25 \$ 5,267.02 \$ 30.3867	\$ 67,073.99 \$ 5,589.50 \$ 32.2471
Information Technology Specialist II Mental Health Specialist Coordinator	Non-Exempt	N8	Annual Monthly Hourly	\$ 56,754.34 \$ 4,729.53 \$ 27.2857	\$ 61,010.92 \$ 5,084.24 \$ 29.3322	\$ 65,267.49 \$ 5,438.96 \$ 31.3786	\$ 69,524.07 \$ 5,793.67 \$ 33.4250	\$ 73,780.64 \$ 6,148.39 \$ 35.4715
Accountant Certified Substance Abuse Counselor Communications Coordinator Field Capable CSW I Program Support Supervisor	Exempt	S2	Annual Monthly Hourly	\$ 50,892.28 \$ 4,241.02 \$ 24.4674	\$ 57,253.69 \$ 4,771.14 \$ 27.5258	\$ 63,615.09 \$ 5,301.26 \$ 30.5842	\$ 69,976.49 \$ 5,831.37 \$ 33.6425	\$ 76,337.89 \$ 6,361.49 \$ 36.7009
Information Technology Specialist III	Non-Exempt	N9	Annual Monthly Hourly	\$ 62,429.77 \$ 5,202.48 \$ 30.0143	\$ 67,112.01 \$ 5,592.67 \$ 32.2654	\$ 71,794.24 \$ 5,982.85 \$ 34.5165	\$ 76,476.47 \$ 6,373.04 \$ 36.7675	\$ 81,158.70 \$ 6,763.23 \$ 39.0186
Accountant, Senior Clinical Therapist I Community Capacity Organizer Community Mental Health Trainer Field Capable CSW II Housing Supervisor Human Resources Analyst Medication Support Services Supervisor MHSA Wellbeing Specialist Nurse Practitioner I Program Analyst I Quality Improvement Specialist I	Exempt	S3	Annual Monthly Hourly	\$ 55,051.28 \$ 4,587.61 \$ 26.4670	\$ 63,309.03 \$ 5,275.75 \$ 30.4370	\$ 71,566.78 \$ 5,963.90 \$ 34.4071	\$ 79,824.52 \$ 6,652.04 \$ 38.3772	\$ 88,082.27 \$ 7,340.19 \$ 42.3472
Information Technology Specialist, Senior	Non-Exempt	N10	Annual Monthly Hourly	\$ 68,672.75 \$ 5,722.73 \$ 33.0157	\$ 74,837.69 \$ 6,236.47 \$ 35.9797	\$ 81,002.63 \$ 6,750.22 \$ 38.9436	\$ 87,167.57 \$ 7,263.96 \$ 41.9075	\$ 93,332.51 \$ 7,777.71 \$ 44.8714
Clinical Therapist II Employment Outreach Supervisor Facilities Coordinator MHSA Program Coordinator MHSA Well Being Supervisor Program Analyst II Psychologist I Quality Improvement Specialist II Supplemental Crisis Services Clinician	Exempt	S4	Annual Monthly Hourly	\$ 61,932.83 \$ 5,161.07 \$ 29.7754	\$ 71,222.59 \$ 5,935.22 \$ 34.2416	\$ 80,512.36 \$ 6,709.36 \$ 38.7079	\$ 89,802.12 \$ 7,483.51 \$ 43.1741	\$ 99,091.88 \$ 8,257.66 \$ 47.6403



TRI-CITY MENTAL HEALTH AUTHORITY
CLASSIFICATION AND SALARY SCHEDULE
FISCAL YEAR 2019-20
Effective July 1, 2019
(Adopted September 16, 2020)

Job Title	Job Classification	Pay Grade	Salary Rate	Salary Range				
				Minimum	25th%	Mid	75th%	Maximum
Clinical Supervisor I Facilities Manager MHA Program Supervisor Nurse Practitioner II 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 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 Information Technology Manager/HIPAA Security Officer	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 Director of MHA 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	At-Will	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	At-Will	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	At-Will	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
AGENDA REPORT

DATE: September 16, 2020

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, Executive Director

BY: Rimmi Hundal, Director of MHSA and Ethnic Services

SUBJECT: Approval of Resolution No. 547 Authorizing the Executive Director to Execute a Memorandum Of Understanding with the Bonita Unified School District to Provide Drop-In Mental Health Services to Students in its District

Summary

Since 2005 Tri-City Mental Health and Bonita Unified School District have collaborated in providing skills-based behavior modification counseling services. Staff requests for approval of the MOU to continue services beginning October 1, 2020 to May 31, 2021.

Background

For over 15 years, Tri-City Mental Health have partnered with Bonita Unified School District and the City of La Verne Youth and Family Action Community in providing brief, intermittent skills-based counseling services to eight elementary and the two high schools. Master's in Social Work student interns and staff have provided services at the school setting through each academic year.

Funding

The MOU for Academic Year 2020-2021 continues the work done in previous years. No additional funds will be allocated by Tri-City. Funds for this MOU in the amount of \$20,000 will be appropriated from the Bonita Unified School District. These funds have been set aside to support general program operations, materials cost, mileage, and portion of MSW Student Intern's contractual hours for services provided beyond the requirements of each graduate program's placement curriculum hours.

Recommendation

Staff recommends that the Governing Board adopt Resolution No. 547 approving the MOU with BUSD and authorize Executive Director to execute the MOU.

Attachment

Attachment 7-A: Resolution No. 547 – DRAFT

Attachment 7-B: BUSD & TCMHA MOU effective October 1, 2020 - DRAFT

RESOLUTION NO. 547

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO, AND EXECUTE, A MEMORANDUM OF UNDERSTANDING WITH THE BONITA UNIFIED SCHOOL DISTRICT TO PROVIDE DROP-IN MENTAL HEALTH SERVICES TO STUDENTS IN ITS DISTRICT

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 continue to provide drop-in mental health services to the students in the Bonita Unified School District.

B. The Authority has partnered for over fifteen years with Bonita Unified School District and the City of La Verne Youth and Family Action Community in providing brief, intermittent skills-based counseling services to eight elementary and two high schools located in the City of La Verne.

2. Action

The Governing Board authorizes the Authority’s Executive Director to enter into, and execute, a Memorandum of Understanding with the Bonita Unified School District to provide drop-in mental health services to students attending Bonita High School, Chaparral High School and Vista High School, and eight (8) elementary schools beginning October 1, 2020 through May 31, 2021.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 16, 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: _____

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
TRI-CITY MENTAL HEALTH AUTHORITY
AND
BONITA UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding is entered into by and between Tri-City Mental Health Authority (TCMHA), a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711, and Bonita Unified School District (District), a public agency of the State of California with its administrative office at 115 West Allen Avenue, San Dimas, CA 91773; to provide drop-in and/or Telehealth Behavioral Modification/Skills Based services to students attending Bonita High School, Chaparral High School and Vista High School, and eight (8) elementary schools (Allen Avenue, Ekstrand, Gladstone, Grace Miller, La Verne Heights, Oak Mesa, Roynon, and Shull.)

This Memorandum of Understanding will begin on October 1, 2020 and will end on May 31, 2021.

Bonita Unified School District agrees to:

1. Compensate TCMHA an amount not to exceed \$20,000 for the above stated period; no additional services will be provided without written prior approval from the Bonita Unified School District Board.
2. Reimburse TCMHA within 45 days of submittal of billing to the District.
3. Provide appropriate space at all schools for TCMHA staff accordingly to the guidelines, safety precautions recommended by the Centers for Disease Control and Prevention, California Department of Public Health and the County of Los Angeles Department of Public Health COVID-19 pandemic response plan.
4. Provide appropriate school staff for consultation as requested by TCMHA.
5. Identify a contact person at each school. This contact person will approve and screen all referrals to TCMHA staff.
6. Evaluate any 'crisis' to differentiate between normal school 'crisis' verses significant psychological crisis.
7. District will furnish Information and Technology equipment/devices to support Telehealth services for the user-end (BUSD Students referred for counseling)

[continued on page 2]

Tri-City Mental Health Authority agrees to:

1. Provide 3 hours per week mental health services (as further defined in items 4 through 8 below) to Bonita High School and Chaparral and High School for the period of October 1, 2020 through May 31, 2021.
2. Provide up to 3 hours of mental health services per week at each above referenced elementary schools for the period of October 1, 2020 through May 31, 2021.
3. Bill for services rendered in the months of October 2020, November 2020, December 2020, January 2021, February 2021, March 2021, April 2021 and May 2021.
4. Provide scheduled services at Bonita High School, Chaparral and Vista High Schools, and the eight (8) elementary schools referenced above when schools are in session.
5. TCMHA will also agree to see students residing outside of the La Verne city limits, but enrolled in the Bonita Unified School District and attending Bonita High School, Chaparral and Vista High Schools, or one of the eight (8) elementary schools referenced above when schools are in session.
6. During Distance Learning phase of District academic term, TCMHA will deliver counseling services using a Telehealth platform (via telephone and/or video conferencing following the standards and Practices of the Health Insurance Portability and Accountability Act of 1996.
7. Provide regular summary reports to District.
8. Respond to identified significant psychological crisis on the day TCMHA Authority is present at the school or serving students on Telehealth platform.
9. Respond to any crisis request at Bonita High, Chaparral and Vista High Schools or any of the previously listed elementary schools within the scope of TCMHA's area of expertise.
10. Provide an agency representative to attend the monthly Youth and Family Action Committee Meetings at the La Verne City Hall. It is understood that these meetings take place at 6:30 PM on the 4th Tuesday of every month.

Tri-City Mental Health Authority will absorb the following costs:

1. Overhead expenses (administrative, supervisory, and support staff time).
2. Cost for therapeutic staff time if necessary in the event of a crisis.

[continued on page 3]

3. Travel time by the assigned site staff persons and other necessary staff.
4. Information and Technology equipment and licensing platforms to support Telehealth services from the provider-end.
5. General overhead expenses (paper, medical record, etc.) Both Tri-City Mental Health Authority and Bonita Unified School District agree that this Memorandum of Understanding may be terminated by either party with a minimum of thirty days' written notice. It is further agreed that the terms of this Understanding cannot be modified without the written consent of both parties.

TRI-CITY MENTAL HEALTH AUTHORITY

BONITA UNIFIED SCHOOL DISTRICT

Antonette Navarro, LMFT
Executive Director

Susan Hume, Assistant Superintendent

Dated

Dated



Tri-City Mental Health Authority
AGENDA REPORT

DATE: September 16, 2020

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Seeyam Teimoori, MD, Medical Director

SUBJECT: Approval of Resolution No. 548 Authorizing the Executive Director to Execute a MOU with Project Horseshoe Farm (PHSF) for Fellows Services

Summary

Tri-City Mental Health Authority and Project Horseshoe Farm (PHSF) want to create opportunities for Tri-City clients and community to benefit from the cost-free services provided by PHSF Fellows (volunteers).

Background

Mutual discussion between Tri-City Mental Health Authority and Project Horseshoe Farm (PHSF) started about one year ago. PHSF is a 501(c)3 non-profit organization with sites in Greensboro and Marion, Alabama, with mission to work with and build on the strengths of local communities, and improve the health and quality of life of the communities.

PHSF provide a 13-month Fellowship for top graduating college students (or recent college graduates) interested in learning about community health leadership, participating in innovative approaches to improving local health and education systems, and contributing to broader strengths in local communities. Through our partnership, Tri-City will serve as a learning site offering facilities, resources and supervision to PHSF Fellows; in turn, the PHSF Fellows will provide wide varieties of services to our clients such:

- Home visits
- Help with successful transitions from hospital to home, providing reminders and attending medical and other appointments with patients and their families
- Bringing important background information to and helping with communication with providers (including translation services)
- Help with coordinating care between multiple providers, filling gaps between home health and physical therapy visits
- Prenatal and post-natal support
- Health coaching and help with lifestyle changes (diet, exercise, smoking, drugs and alcohol)

Governing Board of Tri-City Mental Health Authority
Approval of Resolution No. 548 Authorizing the Executive Director to Execute a MOU
with Project Horseshoe Farm (PHSF) for Fellows Services
September 16, 2020
Page 2

- Help addressing stress and other factors impacting mental and physical health including:
 - Bringing a stable, consistent, and caring relationship to patients and their families
 - Helping patients and families navigate social services systems and access appropriate social services programs
 - Supporting disabled or elderly family members (home visits, rides to appointments, attending appointments with them, etc.) and helping children in the family
 - Helping patients and families with budgeting and finances

Fiscal Impact:

None; services will be provided free of cost for our clients and agency.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 548 approving the MOU with Project Horseshoe Farm (PHSF) for Fellow Services, and authorize the Executive Director to execute the MOU.

Attachments

Attachment 8-A: Resolution No. 548 – DRAFT

Attachment 8-B: PHSF & TCMHA MOU effective September 17, 2020 - DRAFT

RESOLUTION NO. 548

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZES THE AUTHORITY'S EXECUTIVE DIRECTOR TO ENTER INTO, AND EXECUTE, A MEMORANDUM OF UNDERSTANDING WITH PROJECT HORSESHOE FARM FOR FELLOWS SERVICES

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 create opportunities for Tri-City clients and the community to benefit from the volunteer services provided by Project Horseshoe Farm (PHSF) Fellows within the manner outlined in the Memorandum of Understanding with PHSF for Fellows services.

B. The Authority affirms that Project Horseshoe Farm is an independent contractor and not an employee, agent, joint venture or partner of Tri-City. The MOU does not create or establish the relationship of employee and employer between PHSF and TCMHA.

C. The Authority affirms that PHSF Fellows are graduating college students, or recent college graduates, and will provide field based and by telephone outreach, case management, and community based linkages; and are not employees, agents, joint venture or partners of TCMHA.

2. Action

The Governing Board authorizes the Authority's Executive Director to enter into, and execute, the Memorandum of Understanding with Project Horseshoe Farm for Fellows field placement, effective September 17, 2020 through September 16, 2021.

3. Adoption

PASSED AND ADOPTED at a regular meeting of the Governing Board held on September 16, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

By: _____

ROBIN CARDER, CHAIR

ATTEST:
MICAELA OLMOS, RECORDING SECRETARY

By: _____



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into September 17, 2020 by and between Project Horseshoe Farm (PHSF), a non-profit and tax-exempt charitable organization, with its principal place of business at 1202 Main Street, Greensboro, AL 36744, and Tri-City Mental Health Authority (TCMHA), a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, Suite B, Claremont, California 91711, hereinafter collectively referred to as Parties or individually as Party.

It is to the mutual benefit of the Parties that Volunteers of PHSF (Fellows) are placed at TCMHA for practical experience pursuant to the terms of this MOU. TCMHA shall serve as a learning site offering facilities, resources and supervision to Fellows. The Fellows will provide field based and by phone outreach, case management, and community based linkages. Accordingly, PHSF and TCMHA agree to the following:

I. PROJECT HORSESHOE FARM (PHSF) SHALL:

1. Recruit, interview, and enroll Fellows to support TCMHA programs and clients.
2. Perform background checks on Fellows consistent with TCMHA requirements. Prior to the first day of volunteer services, Fellows must satisfactorily complete a background check which includes a drug screen, TB test, and live-scan fingerprinting by TCMHA's provider in order to receive a clearance from the Department of Justice. Verification of these items must be received by TCMHA before Fellows commence any volunteer work.
3. Provide general training and support to Fellows with respect to working with individuals served by TCMHA including Welligent Electronic Health Records Software Platform, Crisis Prevention Institute (CPI), and Mental Health First Aid (MHFA); as well as with respect to programs in which Fellows serve. This training shall include basic training in working effectively and safely with adults living with mental illness, working effectively and safely in community mental health settings, and working effectively and safely with homeless individuals.
4. Provide training to Fellows on the responsibility to safeguard personal/confidential information learned in the course of providing volunteer services for TCMHA as well as the responsibility to avoid conflicts of interest.
5. Instruct Fellows to take appropriate instruction/training from TCMHA staff and adhere to TCMHA policies and procedures.

6. Act as the liaison between the Fellows and TCMHA and act on TCMHA's instruction with respect to any issues with an assigned Fellow.

7. Remove a Fellow from an assignment on a timely basis at the request of TCMHA.

II. TRI-CITY MENTAL HEALTH AUTHORITY (TCMHA) SHALL:

1. Provide training to Fellows consistent with the services they will provide as a volunteer.

2. Provide Fellows with materials and organizational policies and procedures necessary to fulfill their volunteer responsibilities.

3. Provide PHSF with appropriate updates about any performance issues related to the Fellows.

4. Not discriminate against any Fellow on the basis of race, national origin, sex, age, political affiliation, religion, sexual orientation, veteran status, or disability.

5. Not place a Fellow in a role that displaces a paid employee, or that requires engagement in religious, sectarian, or political activity.

6. Allow the removal of a Fellow from an assignment at the request of PHSF.

III. GENERAL PROVISIONS

1. Term. The duration of this MOU shall be for one (1) year commencing on September 17, 2020 and ending on September 16, 2021. This MOU may be terminated by either party at any time upon five (5) days written notice to the other party.

2. Relationship of Parties. The express intention of the Parties is that PHSF, its officers and employees, shall act in an independent capacity and not as officers, employees or agents of TCMHA. Nothing in this MOU shall be interpreted or construed as creating or establishing a partnership, joint venture or any other relationship other than that of independent contractors; and neither TCMHA or any of its agents shall have control over the conduct of Fellows, except as set forth in this MOU.

3. No fees shall be assessed or collected by either Party in connection with any aspect of this MOU; and the Parties shall have no power to incur any debt, obligation, or liability as a result of this MOU.

4. Confidentiality of Medical Records (HIPAA). All of TCMHA's medical records and charts created in connection with clinical training shall be and shall remain the property of TCMHA. For purposes of this MOU and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), in the course of training at TCMHA, Fellows (Business Associate) will have access to Protected Health Information (PHI), as defined at 45 C.F.R. §160.103, and shall be subject to TCMHA's HIPAA Privacy and Security policies and procedures.

Fellows will be required to participate in training related to TCMHA's HIPAA Privacy and Security policies and procedures. Therefore, in accordance with applicable legal requirements and TCMHA's policies and procedures, Fellows are required to appropriately safeguard ePHI or PHI and will sign a *Business Associate Agreement*, 'Exhibit A', accepting liability for any breach of ePHI or PHI.

5. The Parties agree that PHSF is not a "Business Associate" of TCMHA under HIPAA. PHSF will not be performing or assisting in the performance of covered HIPAA functions on behalf of TCMHA; and there will be no exchange of individually identifiable PHI between PHSF and Fellows.

6. Attestation. Also in accordance with applicable legal requirements and TCMHA's policies and procedures, the TCMHA will not enter into contracts with individuals, or entities, or owners, officers, partners, directors, or other principals of entities, who have been convicted recently of a criminal offense related to health care or who are debarred, excluded or otherwise precluded from providing goods or services under Federal health care programs, or who are debarred, suspended, ineligible, or voluntarily suspended from securing Federally funded contracts.

In addition, TCMHA is prohibited hiring or retaining any individual as a Workforce Member (employees, volunteers, interns, consultants, locum tenens, trainees, contractors, whether or not they are paid by TCMHA), in any capacity, whether clinical or non-clinical, who is excluded, suspended, debarred, or otherwise made ineligible to provide direct or indirect services under federally funded health care programs. This policy was established to avoid the imposition of civil monetary penalties on TCMHA and to ensure compliance with federal and State regulations regarding employment of excluded and/or suspended individuals. Accordingly, TCMHA requires that PHSF and Fellows to certify that they are not excluded from any Federal health care program, or federally funded contract and sign the attached as 'Exhibit B', *Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program*.

7. To the extent allowed by law, TCMHA shall be responsible for damages caused by the negligence of its directors, officers, agents and employees, and agrees to indemnify and hold harmless PHSF (including its officers, agents, volunteers (Fellows), sponsors, supporters, and employees) for claims for injury or damages arising out of the performance of this MOU, but only in proportion and to the extent such injury or damages are caused by or result from the negligent acts or omissions of TCMHA's directors, officers, agents or employees in the performance of this MOU.

8. To the extent allowed by law, PHSF shall be responsible for damages caused by the negligence of its directors, officers, agents, employees, and volunteers (Fellows), sponsors, and supporters, as defined by law, and agrees to indemnify and hold harmless TCMHA (including its officers, agents, employees, and volunteers) for claims for injury or damages arising out of the performance of this MOU, but only in proportion and to the extent such injury or damages are caused by or result from the negligent acts or omissions of PHSF directors, officers, agents, volunteers (Fellows), sponsors, supporters, or employees in the performance of this MOU.

9. Insurance. PHSF shall obtain and file with TCMHA, at its expense, a certificate of insurance before Fellows commence any services under this MOU as follows:

- i. **Automobile Insurance:** \$1,000,000.00 per occurrence.
- ii. **Workers Compensation Insurance:** Minimum statutory limits. Coverage should include designated volunteers (Fellows) assigned for internship at TCMHA.
- iii. **Errors And Omissions Insurance:** \$1,000,000.00 per occurrence and \$3,000,000 annual aggregate.
- iv. **Commercial General Liability And Property Damage Insurance:** General Liability and Property Damage Combined. \$2,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.
- v. **Notice Of Cancellation:** TCMHA requires 30 days written notice of cancellation. Additionally, the notice statement on the certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."
- vi. **Certificate Of Insurance:** Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance by an insurer licensed to do business in California, satisfactory to TCMHA, and it shall name "Tri-City Mental Health Authority, its elective and appointed officers, employees, and volunteers" as additional insureds.

10. TCMHA's Representative. TCMHA hereby designates its Executive Director to act as its representative for the performance of this MOU. TCMHA's Representative shall have the power to act on behalf of TCMHA for all purposes under this MOU.

11. PHSF's Representative. PHSF warrants that the individual who has signed the MOU has the legal power, right, and authority to make this MOU and to act on behalf of PHSF for all purposes under this MOU.

12. Governing Law, Jurisdiction and Venue. This MOU shall be governed by, and construed in accordance with, the laws of the State of California. The Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

13. Entire Agreement. This MOU contains all of the terms and conditions agreed to by the Parties. In executing this MOU, PHSF certifies that no one who has or will have any financial interest under this MOU is an officer or employee of TCMHA.

If any provision of this MOU is held invalid by any law, rule, order of regulation of any government, or by the final determination of state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid. Notwithstanding any other provision of this MOU, the Parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this MOU. This MOU may be amended, in writing, at any time by the concurrence of both Parties.

Project Horseshoe Farm	Tri-City Mental Health Authority
By: _____ Name: John Dorsey, M.D. Title: Executive Director Dated: _____, 2020	By: _____ Name: Antonette Navarro, LMFT Title: Executive Director Dated: _____, 2020



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

DATE: September 16, 2020

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Nancy Gill, Chief Operations Officer

SUBJECT: Approval of Resolution No. 549 Authorizing the Executive Director to Execute Lease Agreement with the City of Claremont for Use of Office Space at 1717 N. Indian Hill Boulevard, Suite B, in Claremont

Summary:

The Governing Board approved the facility Lease Agreement for the City of Claremont's Youth and Family Support Center Building on September 17, 2008 to provide office space for Tri-City's administrative staff. Tri-City Management is requesting authorization for the Executive Director to execute the facility Lease Agreement renewal for office space at 1717 N. Indian Hill Boulevard, Suite B, in Claremont, effective October 1, 2020 through September 30, 2025. The facility Lease Agreement renewal has been reviewed by the City of Claremont's legal counsel and Tri-City Mental Health Authority's management. Claremont City Council approved the Lease Agreement on September 8, 2020.

Background:

To expand the delivery of services within the cities of Claremont, La Verne and Pomona in accordance with Tri-City's contract with LA County DMH, Tri-City management determined that the best and most cost-effective approach would be to relocate the administrative staff from the current clinical facility at 2008 N Garey Avenue to a leased space. Tri-City management and administrative staff moved into the office space located at 1717 N Indian Hill Blvd, Suite B, Claremont, in November of 2008. The current Lease Agreement was renewed on September 1, 2015 and expired on August 31, 2020.

It has been determined that this office space continues to fit Tri-City's needs. Tri-City management appreciates the City of Claremont extending the Lease Agreement for a 5-year term.

The proposed facility Lease Agreement includes the following elements:

- Tri-City will continue to have exclusive use of the facility to operate the administrative functions of Tri-City, including executive offices, administrative support to manage operations, conduct meetings and other programs and services as approved by Lessor.

Governing Board of Tri-City Mental Health Authority
Approval of Resolution No. 549 Authorizing the Executive Director to Execute Lease Agreement with the City of Claremont for Use of Office Space at 1717 N. Indian Hill Boulevard, Suite B, in Claremont
September 16, 2020
Page 2

- Tri-City will lease the space at the current rate of \$1.99 per square foot for the monthly amount of \$7,953.53 through October 1, 2021. On October 1, 2021 and every October 1st thereafter, the amount of lease payments will be based on CPI data for the period of July the previous year through July of the current year for the remainder of the lease agreement term.
- Tri-City will continue to be responsible for maintenance and custodial services and utilities.
- The term of the lease is five years and will expire September 30, 2025.

Fiscal Impact:

Funding will be a combination of MHSA and Realignment. There is no additional increase in the budget this fiscal year.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 549 authorizing the Executive Director to execute the Lease Agreement with the City of Claremont for office space at 1717 N. Indian Hill Boulevard, Suite B, in Claremont, effective October 1, 2020 through September 30, 2025.

Attachment:

Attachment 9-A: Resolution No. 549 - DRAFT

Attachment 9-B: Proposed Lease Agreement with City of Claremont Effective October 1, 2020

RESOLUTION NO. 549

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO, AND EXECUTE, A LEASE AGREEMENT WITH THE CITY OF CLAREMONT FOR USE OF OFFICE SPACE AT 1717 N. INDIAN HILL BOULEVARD, SUITE B, IN CLAREMONT

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 the Lease Agreement with the City of Claremont for office space at 1717 N. Indian Hill Boulevard, Suite B, in Claremont effective October 1, 2020 through September 30, 2025.

B. The Authority will continue to have exclusive use of the facility to house its administrative offices.

C. The Authority approves to lease the space at the current rate of \$1.99 per square foot, totaling \$7,953.53 monthly, through October 1, 2021. Every October 1st thereafter, the amount of lease payments will be based on CPI data for the period of July the previous year through July of the current year, for the remainder of the lease agreement term.

2. Action

The Governing Board authorizes the Authority’s Executive Director to enter into, and execute, a Lease Agreement with the City of Claremont for the Authority’s exclusive use of office space at 1717 N. Indian Hill Boulevard, Suite B, in Claremont effective October 1, 2020 through September 30, 2025.

3. Adoption

PASSED AND ADOPTED at a regular meeting of the Governing Board held on September 16, 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: _____

**CITY OF CLAREMONT
LEASE AGREEMENT FOR TRI-CITY MENTAL HEALTH AUTHORITY
BUILDING SPACE**

This Lease Agreement (“Agreement”) is entered into on October 1, 2020, by and between the City of Claremont, a municipal corporation (“Lessor”), and Tri-City Mental Health Authority, a Joint Powers Authority of the Cities of Pomona, La Verne, and Claremont (“Lessee”).

RECITALS

A. Lessor is the owner of certain real property located at 1717 North Indian Hill Boulevard, in the City of Claremont, County of Los Angeles, State of California, as more particularly described in Exhibit “A” and Exhibit “B” which is attached hereto and made a part of this Lease Agreement (“the Leased Premises”).

B. Upon the terms and conditions set forth hereinafter, Lessor desires to lease the Leased Premises to Lessee, and Lessee desires to lease the Leased Premises from Lessor for the purpose of operating the administrative functions of Tri-City Mental Health Authority, including offices of the executive director and management staff, administrative support and technology staff, managing Tri-City operations, conduct public meetings, and other programs and services as approved by the Lessor.

Mental Health and other supportive services will be held offsite, however, after consultation with the Lessor; the Lessee may offer services focused on adolescent aged youth, as well as services for younger families in the building.

CONDITIONS

1. Term. The term of this Agreement shall commence on October 1, 2020 (“Commencement Date”).

The lease provided herein shall continue for a period five years, ending September 30, 2025. After expiration of the term under this Agreement, and in the case where Lessee has not vacated the Leased Premises prior to expiration, tenancy shall continue on a month-to-month basis, until either party terminates this Agreement in accordance with Section 15 herein or both parties have agreed to enter into a new agreement term.

2. Payments.

2.1 Lease Payments. Lessee shall pay to Lessor, as rent, the sum of \$7,953.53 (\$1.99 per square foot) per month. Upon October 1, 2021 and each October 1 thereafter during the Term of this Agreement, the Lease Payments shall be adjusted. The adjustment in the amount of the Lease Payment shall be based on the Consumer Price Index (CPI) for all urban consumers for the Los Angeles-Long Beach-Anaheim area, published by

the United States Department of Labor, Bureau of Labor Statistics for the period of July of the previous year through July of the current year. The first lease payment shall be due on the first (1st) day of the month. Subsequent monthly lease payments shall be due and payable at the same time of each month following the first lease payment.

2.2 Late Charges. Lessee hereby acknowledges that late payment by Lessee to Lessor of any payment under this Agreement, or any other sums do hereunder will cause Lessor to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any payment, or any other sum due from Lessee to Lessor is not received by the Lessor within ten (10) days after such amount is due, whether or not any notice of default or another notice has been given, Lessee shall pay to Lessor interest on all delinquent amounts from the date such payment was due, without regard to any grace period, at the compounded annual rate of ten percent (10%) of the overdue amount. The parties hereby agree that such interest charges represent a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee.

3. Use. Lessee shall: i) observe and comply with all local, state, and federal laws and regulations, including any City, County and State restrictions, laws and ordinances affecting the Leased Premises or occupancy thereof; ii) not commit any waste or suffer any waste to be committed on the Leased Premises; and iii) only use the Leased Premises for purposes of operating the administrative functions of Tri-City Mental Health Authority, including offices of the executive director and management staff, administrative support and technology staff, managing Tri-City operations, conduct public meetings, and other programs and services as approved by the Lessor.

4. Discrimination. The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

5. Utilities. Lessee shall make all arrangements for and pay for its own telephone services, including all facsimile and internet services if required. All other utilities, including but not limited to gas, electricity, water, heat, light, power, and trash collection, and for all connection charges for said utilities, other than for telephone service, shall be paid by Lessor.

6. Taxes and Assessments. Lessee shall pay and be solely responsible for all property taxes and assessments, licenses, or fees or fines associated with the Lessee's occupancy, if any.

7. Repairs and Maintenance. Lessee shall keep the Leased Premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessor shall be solely responsible for making all major repairs (i.e. water heater replacement, plumbing problems, cosmetic, roofing repairs, etc.), and for maintaining the Leased Premises during the term of this Agreement. Lessor shall not be required to pay for any Lessee required upgrades, such as applicable electrical, plumbing or air conditioning units or sign improvements, etc.

8. Conditions of Property. Lessee has examined the Leased Premises and agrees to take possession of the Leased Premises in an "as is" condition. Lessee acknowledges and agrees that Lessor has made absolutely no representations, guarantees or warranties regarding the Leased Premises, nor has Lessor made representations, guarantees or warranties regarding whether the Leased Premises and improvements thereon comply with applicable covenants and restrictions of record, building codes, ordinances or statutes in effect at the commencement date of this Agreement.

9. Delay in Possession. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Leased Premises to Lessee by the commencement date of this Agreement, as specified in Section 1 of this Agreement. If, despite said efforts, Lessor is unable to deliver possession as agreed, Lessor shall not be subject to any liability therefore, nor shall such failure affect the validity of this Lease. Lessee shall not, however, be obligated to pay rent or perform its other obligations until it receives possession of the Leased Premises. If possession is not delivered within sixty (60) days after the Commencement Date, Lessee may, at its option, by notice in writing within ten (10) days after the end of such 60 day period, cancel this Agreement, in which event the parties shall be discharged from all obligations hereunder.

10. Damage or Destruction of Premises. Unless as the result of negligence or intentional unlawful act of Lessee, if during the term of this Agreement, any portion of the Leased Premises shall be damaged by fire or other catastrophic cause, so as to render such portion of the Leased Premises untenable, the obligations under this Agreement may be suspended while such portion of the Leased Premises remains untenable. In the event of such damage, Lessee shall give Lessor notice of such untenable conditions and the Lessor shall elect in its sole discretion, whether to repair the Leased Premises or to cancel this Agreement with respect thereto. It shall notify Lessee in writing of its election within thirty (30) days after service of notice by Lessee. In the event that Lessor elects not to repair the Leased Premises or portion thereof, this Agreement shall be deemed canceled as of the date the damage occurred with respect to the applicable portion(s).

11. Alterations, Additions and Improvements. Lessee may not make any alterations, improvements or additions in, on or about any of the Leased Premises, including

but not limited to Lessee's occupied portion, without first obtaining Lessor's prior written consent.

11.1 Any and all alterations which become fixtures under California law shall at once become a part of the realty and belong to the Lessor. However, Lessor may, in its sole discretion, require Lessee to remove any alterations, fixtures, or other tenant improvements prior to vacating the Leased Premises. Lessee shall be responsible for repair for any damage caused by said removal.

11.2 Lessee shall keep the Leased Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by the Lessee, and Lessee shall be responsible for the removal of any such liens and all costs to remove same. Failure to remove any such liens within thirty (30) calendar days of written request by Lessor shall constitute a default of this Agreement.

11.3 At its election, but without having any obligation to do so, the Lessor may pay such liens not so removed by the Lessee and the Lessee shall, within ten (10) days following the receipt of written request from the Lessor, reimburse Lessor for all such costs incurred by the Lessor with respect to the removal of such liens.

12. Indemnity. Lessee agrees to indemnify, defend, and hold Lessor, its elected and appointed officials, employees, agents, successors and assigns, volunteers, and guests, and the personal property of the Lessor, including said Property, free and harmless of any and all claims, liability, loss, damage, or expenses resulting from Lessee's occupation and/or use of said Property, specifically including, without limitation, any claim liability, loss or damage arising by reason of:

- (a) The death or injury of any person or persons, including Lessee or any person who is an employee, agent, guest, or customer of Lessee, or by reason of the damage or destruction of any property, including property owned by Lessee or any person who is an employee, agent, guest, or customer of Lessee, and caused or allegedly caused by either the condition of said premises, or some act or omission of Lessee or of some agent, contractor, employee, servant, sublessees, guest, or customer of Lessee on said Property;
- (b) Any work performed on said Property or materials furnished to said Property at the insistence or request of Lessee;
- (c) Lessee's failure to perform any provision of this Agreement, or to comply with any requirement of local, state or federal law or any requirement imposed on Lessor or the leased Property by any duly authorized governmental agency or political subdivision; and

13. Hazardous Materials Prohibited. The use, generation, storage, or disposal of Hazardous Materials on the Leased Premises is strictly prohibited, and any such use, generation, storage, or disposal shall result in a default and termination of this Lease. For the

purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as “hazardous substances”, “hazardous materials”, “toxic substances”, “hazardous wastes”, “extremely hazardous wastes”, or “restricted hazardous wastes”, or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, et seq; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317, et seq; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time.

14. Insurance. Lessee shall, during the term of this Agreement:

(a) Procure and maintain Worker’s Compensation Insurance as required by the laws of the State of California.

(b) Procure and maintain comprehensive liability insurance in the amount of \$1,000,000 for any person, \$1,000,000 for any occurrence, and \$1,000,000 for property damage.

(c) Prior to Lessee’s entry upon the Leased Premises, furnish the Lessor with endorsements to the policies of insurance described in paragraph (b) above, with such endorsements showing that Lessor and the City of Claremont are named as additional insureds. Such endorsements shall also provide that the insurance, or the limits of such insurance, may not be cancelled, terminated, or materially changed without first providing 30 days’ prior written notice to Lessor. If Lessee is self-insured, it shall provide certificates or evidence to Lessor indicating that its insurance meets the levels and requirements as set forth herein.

15. Attorneys’ Fees. Should any action or proceeding be commenced by Lessor to enforce the provisions provided in this Agreement, or should any litigation be commenced between the parties to this Agreement concerning said Property, this Agreement, or the rights and duties of either in relation thereto, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted as the result of said litigation, to a reasonable sum for its attorneys’ fees.

16. Entry and Inspection. Lessee shall permit Lessor or Lessor’s agents to enter the Leased Premises at reasonable times and upon reasonable notice for the purpose of inspecting the Leased Premises.

17. Assignment and Subletting. Lessee agrees not to convey, assign, sublet or encumber any interest in the Leased Premises during the term of this Agreement without first obtaining Lessor’s prior written approval, which may be granted or refused in Lessor’s sole and absolute discretion. Any attempted sale, conveyance, assignment, sublet, or encumbrance shall be void where prior written approval has not first been obtained from

Lessor. Any assignment or subletting approved by Lessor shall not relieve Lessee of any of its obligations or liabilities under this Agreement for the term of this Agreement, and both Lessee and any subsequent assignor(s) and lessor(s) will be deemed to be bound by this Agreement.

18. Termination. Without limiting its ability to seek other remedies, either at law or in equity, either party may terminate this Agreement and all of the obligations herein, at its option, upon the other party's breach of any of its obligations under this Agreement and failure to cure such breach within ninety (90) days after receipt of written notice from the non-breaching party or, if such cure cannot be completed within ninety (90) days, the breaching party's failure to commence such cure within ninety (90) days after its receipt of written notice and thereafter failing to diligently prosecute such cure to completion.

In addition to the foregoing, upon expiration of the Lease term provided in Section 1 of this Agreement, either party may terminate this Agreement by providing the other party with ninety (90) days' prior written notice of said wish to terminate. Said notice shall be sent via certified mail, return receipt requested, to the location specified in Section 20 of this Agreement, and shall be deemed accepted upon delivery.

19. Default.

19.1 Any of the following events or occurrences shall constitute a material breach of this Agreement by Lessee, and shall constitute an event of default.

(a) A default by Lessee in the payment when due of any rent or other sum payable under this Lease and the continuation of this default for ten (10) or more days after notice of the default from Lessor, provided that if Lessee has failed two (2) or more times in any twelve (12) months to pay any rent or other sum when due and notice of this default has been given by Lessor in each instance, no notice shall be required after this until the expiration of twelve (12) months in which all rental and other sums payable under this Lease have been paid on or before the date due;

(b) Abandonment, vacation, or surrender of the Leased Premises by Lessee without Lessor's prior written consent (failure to occupy and/or operate the Leased Premises for ten (10) consecutive days shall be deemed an abandonment and vacation (unless at least ten (10) days before failing to occupy or operate the Leased Premises Lessee gives Lessor written notice that Lessee intends to continue using the Leased Premises and will continue maintaining the Leased Premises while it is vacant), or the dispossession of Lessee from the Leased Premises (other than by Lessor by process of law or otherwise);

(c) The failure by Lessee to perform any other obligation under this Agreement, if the failure has continued for a period of thirty (30) days after Lessor demands in writing that Lessee cure the failure. If, however, by its nature, the failure cannot be cured within thirty (30) days, Lessee may have a longer period as is necessary to cure the failure, but this is conditioned upon Lessee's promptly

commencing to cure within the ten (10) day period and thereafter diligently completing the cure.

(d) The bankruptcy or insolvency of Lessee, a transfer by Lessee in fraud of creditors, an assignment by Lessee for the benefit of creditors, or the commencement of proceedings of any kind by or against Lessee under the Federal Bankruptcy Act or under any other insolvency, bankruptcy, or reorganization act, unless Lessee is discharged from voluntary proceedings within ninety (90) days; or

(e) Notices given under this Section shall specify the alleged default and the applicable Section(s), and shall demand that Lessee perform as provided under the applicable Section(s) or pay the amount that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this Agreement unless Lessor so elects in the notice.

20. Notice. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt requested, telegraphed, delivered or sent by telex, telecopy or cable and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, three (3) business days after the date of posting by the United States post office, (iii) if given by telegraph or cable, one (1) business day after the date delivered to the telegraph company with charges prepaid.

To Lessor: City of Claremont
 207 Harvard Avenue
 Claremont, CA 91711
 Attn: Tara Schultz, City Manager

To Lessee: Tri-City Mental Health Authority
 2008 North Garey Avenue
 Pomona, CA 91767
 Attn: Antonette Navarro, Executive Director

Notice of change of address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to constitute receipt of the notice, demand, request or communication sent.

21. No Right to Holdover. Lessee has no right to retain possession of the Leased Premises or any part thereof beyond the expiration or termination of this Agreement. In the event that Lessee holds over, the lease payment amount specified in Section 2 of this Agreement shall be increased to one hundred fifty percent (150%) of the applicable amount immediately preceding the expiration or termination of this Agreement.

22. Compliance with Laws. Lessee shall comply with all applicable Federal, State

and local laws, regulations and standards that are or may become applicable to Lessee's occupancy and/or activities on the Leased Premises. The judgment of any court of competent jurisdiction, or the admission of Lessee in a proceeding brought against it by any governmental entity, that Lessee has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between the Lessor and the Lessee and shall constitute grounds for declaration of default, material breach, forfeiture, and termination of this Agreement by Lessor.

23. Cumulative Remedies. No remedy or election contained herein shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

24. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

25. Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

26. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties thereto, to any person or entity other than the parties hereto.

27. Amendment of Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

28. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

29. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Los Angeles County.

30. Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement, including any permit or license fees which Lessee may be required to obtain pursuant to its occupancy.

31. Authority to Execute Agreement. Lessor and Lessee warrant that the individuals who have signed this Agreement have the legal power, right and authority to enter into this Agreement so as to bind each party for whom they sign to perform as provided herein.

32. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. Lessee shall be responsible for the acts or omissions of its sublessee(s), if any.

33. Incorporation of Recitals and Exhibits. Each and all of the Recitals and Exhibits to this Agreement are incorporated by reference as though fully set forth herein.

34. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Lessee and Lessor as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to any employees, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

LESSOR AND LESSEE(S) HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS AGREEMENT ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE LEASED PREMISES.

[SIGNATURES ON NEXT PAGE**]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first-above written.

CITY:

City of Claremont, a municipal corporation

By:

TARA SCHULTZ
City Manager

Date:

ATTEST:

Shelley Desautels
City Clerk

APPROVED AS TO LEGAL FORM:

Alisha Patterson
Rutan & Tucker, LLP
City Attorney

LESSEE:

TRI-CITY MENTAL HEALTH AUTHORITY,
A Joint Powers Authority of the Cities of
Pomona, La Verne, and Claremont

By:

Antonette Navarro
Executive Director

Date:



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

DATE: September 16, 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. 550 Approving the Renewal of Agreement with Relias, LLC for eLearning Services Effective 10/01/2020 and Authorizing the Executive Director to Execute the Agreement

Summary:

Since 2015, Tri-City Mental Health Authority has utilized Relias, LLC to provide online learning services for its staff and volunteers. This Agreement Renewal is submitted for approval for 60 months beginning October 1, 2020 through September 30, 2025.

Background:

Relias LLC is a recognized leader in online training services for the healthcare industry. Since Tri-City entered the agreement with Relias, LLC in October of 2015, over 6,300 courses have been completed using the online platform, increasing staff capacity to provide informed care to our clients and to meet state and licensing board requirements for trainings. Tri-City supervisors have also assigned trainings to their staff to ensure competent services are being provided or to remediate issues in performance. Since we cannot send all staff to conferences and trainings, supervisors introduce Relias to staff on their first day of hire at Tri-City and staff have access to these trainings 24 hours a day.

Fiscal Impact:

Tri-City will pay \$33,563.21 annually from the Workforce Education and Training budget, a component of MHSA, to renew the agreement with Relias LLC for 60 months.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 550 approving the renewal agreement with Relias, LLC for eLearning Services for 60 months beginning October 1, 2020, and authorizing the Executive Director to execute the agreement.

Attachments

Attachment 10-A: Resolution No. 550 - DRAFT

Attachment 10-B: Renewal agreement with Relias, LLC Effective October 1, 2020

RESOLUTION NO. 550

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE AUTHORITY'S EXECUTIVE DIRECTOR TO ENTER INTO, AND EXECUTE, A MASTER SERVICES AGREEMENT WITH RELIAS, LLC FOR E-LEARNING SERVICES EFFECTIVE OCTOBER 1, 2020

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 ("TCMHA") desires to approve a Master Services Agreement with Relias, LLC to provide eLearning services to the Authority's staff and volunteers for 60 months, in sum of \$33,563.21 annually, beginning on October 1, 2020.

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

2. Action

The Governing Board authorizes the Authority's Executive Director to enter into, and execute, a Master Services Agreement with Relieas, LLC for eLearning Services, and pay the sum of \$33,563.21 annually, beginning in October 1, 2020 through September 30, 2025.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 16, 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: _____

MASTER SERVICES AGREEMENT
eLearning Services

1. KEY DEFINITIONS

"Agreement" or **"MSA"** means this Master Services Agreement, Purchase Schedule(s), Statement(s) of Work and such other documents, attachments and exhibits that the parties' authorized representatives mutually agree to in writing.

"Purchase Schedule" means the document(s), regardless of actual name, executed by the parties from time to time, which incorporates by reference the terms of this Agreement and describes order-specific information such as description of Subscription Services and/or Professional Services ordered, Subscription Metrics, fees, and other business terms.

"Statement of Work" or **"SOW"** means the document(s) executed by the parties from time to time, which incorporates by reference the terms of this Agreement and is used in lieu of a Purchase Schedule to describe a set of work, timeline, and cost estimate for Professional Services.

"Ordering Document" means a Purchase Schedule or SOW, as applicable.

"Company" means Relias Learning, LLC.

"Customer" means the business entity named on the Ordering Document and receiving Subscription Services under this Agreement.

"LMS" means Company's proprietary learning management system and other software access provided in connection with Subscription Services, including the Documentation, modifications, enhancements and new versions thereof.

"Content" means materials provided or posted by Company in connection with the Subscription Services, including training courses, tests, assessments, surveys, text, images, graphics, audio and sound recordings, and videos and modifications, enhancements, or new versions thereof.

"Subscription Services" means collectively the LMS Software and any purchased Content accessed through the Site.

"Site" means the web interface at a URL designated by Company.

"Professional Services" means consulting, implementation, training or other professional services to be performed by the Company described in the attached Implementation Level document, or in one or more additional Ordering Documents mutually agreed to by the parties in writing.

"Project Manager" means the implementation consultant assigned by Company to manage the creation and implementation of the Subscription Services for Customer.

"Users" means those persons who (a) have been authorized by Customer to access and use the Subscription Services for training and education purposes; (b) have complied with any registration requirements reasonably required by Company and have been issued a personal and unique User ID and Password to access and use the Subscription Services. Only current employees and independent contractors of Customer are eligible to be "Users".

"Subscription Metrics" means each of the per-unit metrics specified in the Ordering Documents to describe the scope of Customer's right to use each of the Subscription Services, such as the maximum number of Users, restricted Users, Content type, and the like.

"Intellectual Property" means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, User interfaces and screen designs, general purpose consulting and software tools, utilities and routines, logic, coherence and methods of operation of systems, training methodology and materials, which Company has created, acquired or otherwise has rights in, and may, in connection with the performance of Subscription Services or Professional Services hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

2. USE RIGHTS

2.1 Grant of Use. Subject to the terms of the Agreement, Company grants to Customer the right to access and use the LMS and, if purchased, all Content described in the Purchase Schedule, solely for its internal business purposes and solely in connection with the personal training and education of Users. Each User shall use Content for his/her personal education and training purposes only.

2.2 Authorized Users. Customer shall provide Company with the required demographic data for all Users in the specified electronic format provided by Company to complete the initial registration process. Periodic additions of Users, within the Subscription Metrics, may be done manually or using the specified electronic format to bulk upload Users into the LMS. Customer agrees not to activate and deactivate Users repeatedly as a method of keeping the number of Users within range of the Subscription Metrics stated in the Purchase Schedule. Company will routinely monitor the system for patterns of activation/deactivation that are outside the range of what would be expected with normal use.

2.3 Acceptable Use. Customer and all Users shall use the Subscription Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees and shall ensure that Users agree not to post or upload any content or data which (i) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (ii) contains computer viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (iii) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (iv) otherwise violates any applicable law. Customer further agrees and shall ensure that Users agree not to interfere or disrupt networks connected to the Subscription Services, not to interfere with another entity's use of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscription Services. Company may remove any violating content posted on the Subscription Services or transmitted through the Subscription Services without notice. Company may suspend or terminate any User's access to the Subscription Services in the event that Company reasonably determines that such User has violated the terms and conditions of this Agreement.

2.4 Restrictions. Customer shall not itself, or through any affiliate, employee, contractor, agent or other third party (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Subscription Services, the Site or access thereto; (ii) decipher, decompile, disassemble, reverse assemble, modify,

translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the LMS, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Site or the Content to any User other than those who have authorization to access; (iv) write or develop any derivative works based upon the LMS; or modify, adapt, translate or otherwise make any changes to the LMS or any part thereof; (v) use the Subscription Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vi) disclose or publish, without Company's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Subscription Services; or (viii) remove from any Content or other materials owned by Company identification, patent, copyright, trademark or other notices. Proprietary notices, including without limitation patents, copyrights and trademarks notices, as well as disclaimer notices, must be reproduced on any such authorized copies.

3. SUBSCRIPTION SERVICES

3.1 Environment. The Subscription Services will be hosted on a server that is maintained by Company or its designated third party. User access to the Subscription Services is provided through the Site. Customer is solely responsible for obtaining and maintaining, at its own expense, all equipment needed to access the Site, including but not limited to Internet access and telecommunications infrastructure network with adequate bandwidth.

3.2 Availability. Company shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events where notice is provided to Customer, emergency downtime events, or Internet service provider failures or delays. Company will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Company is not responsible for any delays, delivery failures, or other damage resulting from such problems.

3.3 Content. Content purchased, if any, shall be provided by Company in the LMS. Customer is responsible for selecting which Content will be available to authorized Users. Company continuously reviews and updates Content based on an ongoing needs analysis. Company reserves the right to add, revise, or withdraw from its Content any item or part of an item in its sole discretion.

3.4 Administrator. Customer shall designate a primary contact who shall function as the liaison to Company and who shall be trained by Company so that the administrator shall be able to train and support Users on the use of the Subscription Services ("**Administrator**"). The Administrator shall be the primary interface with Company on all issues related to the Subscription Services.

3.5 Passwords. Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized User. Customer is entirely responsible for any and all activities that occur under its account. Customer shall immediately notify Company of any unauthorized use or any other breach of security known to Customer. Company shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements.

3.6 Customer Data. Customer shall be solely responsible for the accuracy, quality, integrity and legality of data, Modified Content, and Proprietary Content uploaded in the LMS by Customer. Customer shall own, subject to the provisions of section 7, or shall obtain all proprietary rights necessary, including copyrights, patents, and trade secrets, in and to any content or data it develops or uploads for use in the LMS. Customer authorizes Company and the data center to serve as the host and repository for the data Customer enters into the LMS.

3.7 Changes. Company reserves the right to add and/or substitute functionally equivalent products in the event of product unavailability, end-of-life, or changes to software requirements. Company regularly updates the Subscription Services, meaning that such Subscription Services are continually evolving. Some of these changes will occur automatically, while others may require Customer to schedule and implement the changes.

4. PROFESSIONAL SERVICES

4.1 Statements of Work; Change Orders. Company will perform Professional Services according to the Ordering Document as the parties may agree to in writing from time to time. Either party may propose a change order to add to, reduce, or change the Professional Services ordered. Each change order shall specify the change(s) to the Professional Services, the time to perform the Professional Services, and the fees owed to Company, due to the change. Once executed by both parties, a change order shall become a part of the Ordering Documents.

4.2 Cooperation. Customer shall provide Company with good-faith cooperation and access to such information, facilities, personnel and equipment as Company may reasonably require in order to provide the Professional Services. Customer acknowledges that Company's performance is dependent upon the timely and effective completion of Customer's responsibilities hereunder and Customer's timely decisions and approvals in connection with the Professional Services. Company shall be entitled to rely on all such decisions and approvals.

5. FINANCIAL TERMS.

5.1 Fees and Payment Terms; Taxes. Fees and payment terms are specified in the applicable Ordering Document. All payments made hereunder shall be in US Dollars. Company may, after the first twelve (12) months of the initial term, and not more than once in a twelve (12) month period, modify the fees for Subscription Services upon sixty (60) days written notice. Unless otherwise specified in the Ordering Document, payment of all fees is due thirty (30) days after the invoice date. Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by law. Failure to make timely payments shall be a material breach of the Agreement and Company will be entitled to suspend any or all services hereunder upon 10 days written notice to Customer and/or to modify the payment terms, and to request full payment before any additional performance is rendered by Company. Unless expressly provided otherwise, prices do not include taxes. Customer agrees to pay any federal, state or local sales, use, personal property, excise taxes or other taxes arising out of this Agreement.

5.2 Subscription Metrics. Customer understands and agrees that (i) all fees are based on the Subscription Metrics purchased and that (ii) unless expressly stated otherwise in the Purchase Schedule, the quantity(ies) of Subscription Metrics provided in the initial Purchase Schedule represent minimum amounts that Customer has committed to for the Subscription Service Term (as defined in section 10.2). Additional Subscription Metrics must be purchased in units of ten (10) in the event actual use exceeds the licensed quantity, at Company's then-current fees. Additional Subscription Metrics, if any, are prorated for the remainder of the then-current Subscription Services Term of the applicable Purchase Schedule. There shall be no fee adjustments or refunds for any decreases in usage during Subscription Services Term.

5.3 Professional Services. Additional Professional Services may be provided on a time and materials ("**T&M**") basis at the Company T&M rates in effect at the time the Professional Services are performed or on a fixed fee basis, as indicated in a duly executed Ordering Document. On a T&M engagement, if an estimated total amount is stated in the Ordering Document, that amount is solely a good-faith estimate for Customer's budgeting and Company's resource scheduling purposes and not a guarantee that the work will be completed for that amount. On a fixed fee engagement, Professional Services purchased must be used within, and prices

quoted are valid for, the time period specified in the Purchase Schedule. Hours that are not used or have expired are non-refundable.

5.4 No Contingencies. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Company regarding future functionality or features.

6. CONFIDENTIALITY.

6.1 Confidential Information. Each party hereby agrees that it will not use or disclose any Confidential Information received from the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. "**Confidential Information**" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary" or which should be reasonably understood by each party to be confidential or proprietary, including, but not limited to, the terms and conditions (but not the existence) of this Agreement, all trade secrets, Intellectual Property as well as results of testing and benchmarking of the Subscription Services. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Company may use, for purposes outside of this Agreement, anonymous, de-identified data; however, Company agrees not to use or disclose this information to the extent prohibited by applicable law. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was lawfully in the receiving party's possession before receipt from the disclosing party without a duty of confidentiality; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other.

6.2 Compelled Disclosure. The receiving party may disclose Confidential Information of the disclosing party if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

6.3 The parties acknowledge that, under the terms of this Agreement, Company does not collect or possess Protected Health Information, as defined in 45 C.F.R. § 160.103, and that Company shall not be required to execute a Business Associate agreement or similar agreement. Customer warrants and represents that it shall not upload in any of the Subscription Services or otherwise provide Company or its suppliers access to any such Protected Health Information.

7. OWNERSHIP.

7.1 All rights not expressly granted in this Agreement are reserved by Company and its licensors.

7.2 Subscription Services. Company and its licensors shall retain sole and exclusive ownership of, and all rights, title, and interest in, Subscription Services and the Site, including without limitation (a) Intellectual Property embodied or associated therein, and (b) all derivative works (subject to the provisions of section 7.5) and copies thereof.

7.3 Professional Services. Company shall retain all rights, title and interest in and to any and all Intellectual Property used or in any manner employed by Company in the provision of Professional Services.

7.4 Enforcement. Customer shall (i) ensure that all Users of Subscription Services comply with the terms and conditions of this Agreement, (ii) promptly notify Company of any actual or suspected violation thereof and (iii) cooperate with Company with respect to investigation and enforcement of the Agreement. Customer shall be solely responsible for all acts and omissions of its Users in connection with their access and use of the Subscription Services.

7.5 Modified Content; Proprietary Content. Certain Users designated by Customer may have authority to modify portions of the Content to meet certain of Customer's needs or requirements ("**Modified Content**") or to create unique content to meet certain of Customer's needs or requirements ("**Proprietary Content**"). In the case of Modified Content, Customer shall own the specific modifications made by authorized Users (but not the underlying Content). In the case of Proprietary Content, Customer shall own the Proprietary Content created by authorized Users.

8. WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY.

8.1 Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

8.2 LMS. Company warrants that the LMS will operate in all material respects in conformity with the functional specifications described in the Documentation. "**Documentation**" means the LMS User instructions, release notes and on-line help files in the form generally made available by Company to its customers, as updated from time to time by Company. If the LMS does not perform as warranted and there is a material failure of the LMS to conform to its functional specifications described in the Documentation that is reported by the Customer to, and replicable by, Company ("**Errors**"), Company shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify Company in writing of its claim. Provided that such claim is determined by Company to be Company's responsibility, Company shall, within thirty (30) days of its receipt of Customer's written notice, (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Company, then Company or Customer may terminate the affected Subscription Services, and Customer will be entitled to a refund of the pre-paid portion of the fees paid for the affected Subscription Services. The preceding warranty cure shall constitute Company's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein. If Customer elects not to terminate the Subscription Services, Customer waives all rights for the applicable warranty cure set forth herein. Company is not responsible for any claimed breach of any warranty set forth in this section caused by: (i) modifications made to the LMS by anyone other than Company; (ii) Company's adherence to Customer's specifications or instructions; (iii) Errors caused by or related to Internet connections; (iv) Customer deviating from the LMS operating procedures described in the Documentation; (v) discrepancies that do not significantly impair or affect the operation of the Subscription Service; or (vi) any systems or programs not supplied by Company.

8.3 Professional Services. Company warrants that the Professional Services will be performed in a workmanlike manner. As Customer's exclusive remedy for any claim under this warranty, Customer shall notify Company in writing of its claim within thirty (30) days of Company's completion of the applicable services and, provided that such claim is determined by Company to be Company's responsibility, Company shall re-perform the applicable service. Company's entire liability and Customer's exclusive remedy for any breach of the warranty set forth in this section shall be the re-performance of the applicable service.

8.4 EXCEPT AS EXPRESSLY STATED IN THIS SECTION 8, ALL SUBSCRIPTION SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED ON AN 'AS IS AS AVAILABLE' BASIS. COMPANY, ITS LICENSORS, DATA CENTER AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SOFTWARE, DATABASE, CONTENT, DELIVERABLES OR PROFESSIONAL SERVICES ARE ERROR- FREE, ACCURATE OR RELIABLE OR WILL

OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED OR WILL COMPLY WITH ANY LAW, RULE OR REGULATION, (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND (iii) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY COMPANY, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE CONTENT IS NOT DESIGNED OR INTENDED TO MEET ALL OF ITS OR ITS USERS' TRAINING AND EDUCATIONAL NEEDS OR REQUIREMENTS, INCLUDING TRAINING AND EDUCATION THAT IS REQUIRED UNDER APPLICABLE LAWS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES PROVIDED HEREUNDER TO ACHIEVE ITS INTENDED RESULTS. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ENSURING THE ACCURACY OF ALL MODIFIED CONTENT AND PROPRIETARY CONTENT AND SHALL BE SOLELY LIABLE FOR ALL USE OF MODIFIED CONTENT AND PROPRIETARY CONTENT BY ITS USERS.

CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND ITS DATA. ACCORDINGLY, COMPANY CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

CUSTOMER ASSUMES SOLE RESPONSIBILITY AND LIABILITY FOR ANY USERS' COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. CUSTOMER FURTHER ASSUMES SOLE RESPONSIBILITY AND LIABILITY FOR RESULTS OBTAINED FROM THE USE OF THE SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES, AND FOR CONCLUSIONS DRAWN FROM SUCH USE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SUBSCRIPTION SERVICES ARE NOT INTENDED TO PROVIDE MEDICAL ADVICE, OPINIONS, DIAGNOSIS, OR A SUGGESTED COURSE OF TREATMENT. CUSTOMER FURTHER AGREES THAT THE SOLE AND EXCLUSIVE RESPONSIBILITY FOR ANY MEDICAL DECISIONS OR ACTIONS WITH RESPECT TO A PATIENT'S MEDICAL CARE AND FOR DETERMINING THE ACCURACY, COMPLETENESS OR APPROPRIATENESS OF ANY DIAGNOSTIC, CLINICAL OR MEDICAL INFORMATION RESIDES SOLELY WITH THE HEALTHCARE PROVIDER. CUSTOMER ACCEPTS ALL LIABILITY FOR SUCH DIAGNOSIS OR TREATMENT. COMPANY SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S OR ANY OF USERS' USE OF THE SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES, AND ANY THIRD-PARTY PRODUCTS, SERVICES, SOFTWARE OR WEB SITES THAT ARE ACCESSED VIA LINKS FROM WITHIN THE SUBSCRIPTION SERVICES.

TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THIS AGREEMENT) TO CUSTOMER AND USERS FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THIS AGREEMENT, WILL BE LIMITED TO THE FEES PAID FOR SUCH ITEMS THAT ARE THE SUBJECT MATTER OF THE CLAIM FOR THE PRIOR TWELVE (12) MONTHS. IN NO EVENT WILL COMPANY, ITS LICENSORS AND SUPPLIERS BE LIABLE TO CUSTOMER OR USERS OR OTHER THIRD PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF ONE YEAR OR THE PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED.

THIS SECTION 8 SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

9. INDEMNIFICATION. Customer shall indemnify and hold Company, its affiliates, suppliers, data center, employees and officers (an **'Indemnified Party'**) harmless from and against all liability, claims, damages, fines, losses, expenses (including reasonable attorney's fees and court costs, and the cost of enforcing this indemnity) suffered or incurred by Company or any Indemnified Party arising out of, or in connection with (a) any Subscription Services User or other third party claim, (b) any material breach by Customer or any User of any of the terms of this Agreement; or (c) any use or reliance by Customer or any User of any Content, Modified Content, or Proprietary Content, including all third-party claims, causes of action, suits, and legal proceedings asserted against Company or an Indemnified Party arising out of, or relating to, the use of or reliance by Customer or any User on any Content, Modified Content or Proprietary Content.

10. TERM AND TERMINATION.

10.1 Agreement Term. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Ordering Documents and attachments, unless otherwise terminated earlier as provided hereunder.

10.2 Subscription Services Term. The initial term of Subscription Services commences on the date specified in, and continues for the term set forth in, the Ordering Documents. Following the end of the initial term, Subscription Services shall automatically renew for the same length as the initial term unless either party gives written notice at least sixty (60) days prior to the end of the initial term, or any renewal term, of its intention to terminate any of the Subscription Services. The pricing for the first twelve (12) months of any renewal term shall be provided by Company in writing no less than sixty (60) days prior to the end of the initial term or any renewal term. The initial term and renewal term(s) are collectively referred to as the **"Subscription Services Term"**.

10.3 Termination. Either party may terminate the Agreement including all Ordering Documents executed thereunder immediately upon written notice (i) in the event that the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within thirty (30) days of being notified in writing of such breach, except for breach of section 5.1 which shall have a ten (10) day cure period; or (ii) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against the other party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code.

10.4 Partial Termination. Where a party has rights to terminate, the non-breaching party may at its discretion either terminate the entire Agreement or the applicable Ordering Documents. Ordering Documents that are not terminated shall continue in full force and effect under the terms of this Agreement.

10.5 Effect of Termination. Following termination of this Agreement (for whatever reason), Customer shall certify that Customer has returned or destroyed all copies of the Content, Confidential Information and Intellectual Property of Company and all materials or documents relating to the Subscription Services in any format and residing on any media. Customer acknowledges that its rights to use the same are relinquished. Company has no obligation to retain Customer data after three months of the expiration or termination of Subscription Services.

Termination for any reason shall not excuse Customer's obligation to pay in full any and all amounts due, nor shall termination result in a refund of fees paid, except as expressly provided otherwise in this Agreement.

Upon termination for any reason of a Professional Services engagement, all work product, including all drafts and works in progress of deliverables shall be delivered to Customer. Upon its receipt of a notice of termination, Company shall cease and shall cause any agent or subcontractor to cease all work under the applicable Ordering Documents and minimize any additional costs or reimbursable expenses unless otherwise directed in writing by Customer. Except as may be expressly set forth in the applicable Ordering Documents, Customer shall pay Company's fees for services performed to the date of termination on a T&M basis together with any expenses reasonably incurred in connection therewith.

10.6 Survival. The following provisions will survive any termination or expiration of the Agreement or Ordering Documents: sections 1, 5, 6, 8, 9, 10 and 11.

11. GENERAL PROVISIONS.

11.1 Suspension. Company will be entitled to suspend any or all Subscription Services and Professional Services upon ten (10) days written notice to Customer in the event Customer is in breach of this Agreement. Company may impose an additional charge to reinstate service following such suspension.

11.2 Force Majeure. Neither party shall incur any liability to the other party on account of any loss, claim, damage or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations), if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without any negligence on the part of the party seeking protection under this subsection, such as without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire or explosions. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

11.3 Subcontractors. Company may subcontract or delegate Subscription and/or Professional Services to any third party without Customer's prior written consent.

11.4 Assignment. Company may assign this Agreement and any or all of its rights and obligations herein without Customer's approval. Customer may not assign or transfer this Agreement without Company's prior written consent.

11.5 Non-solicitation. During the term of this Agreement and for a period of one (1) year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the solicitation or hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

11.6 Compliance. Company reserves the right to utilize data stored by Customer in the LMS to verify compliance with the terms of this Agreement. Company may monitor the usage, performance and operation of the Subscription Services using electronic, remote and other means and without notice to Customer.

11.7 Notices. Any notice required or permitted to be sent under this Agreement (except for invoices and notices related to payment of fees and price increases) shall be delivered by hand, by overnight courier, or by registered mail, return receipt requested, to the address of the parties first set forth in the Agreement Signature Page or to such other address of the parties designated in writing in accordance with this subsection.

11.8 Relationship. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

11.9 Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

11.10 No Waiver. No waiver or failure by either party to exercise any option, right or privilege under the terms of this Agreement on any occasion or occasions will be construed to be a waiver of the same on any other occasion or of any other option, right or privilege. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of the Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Agreement and shall not in any way affect the validity of the whole or any part of the Agreement or prejudice such party's right to take subsequent action.

11.11 Entire Agreement. This Agreement, including Ordering Documents and other attachments incorporated by reference, constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, proposals, conditions, representations, warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to the Agreement will be binding unless in writing and includes a signature by an authorized representative of each party. All pre-printed or standard terms of any of Customer's purchase order or other business processing document shall have no effect.

11.12 No Third Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party.

11.13 Governing Law and Venue. The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its principles of conflict of laws. Any dispute arising from or relating to the Agreement shall be litigated in the state or federal courts located in Wake County, North Carolina, to whose exclusive jurisdiction the parties hereby consent.

11.14 Headings and Drafting. The headings in the Agreement shall not be used to construe or interpret the Agreement. The Agreement shall not be construed in favor of or against a party based on the author of the document.

11.15 Counterparts. The Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and the parties agree that facsimile and/or pdf scanned copies of signatures shall be as effective and binding as original signatures.

11.16 Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the LMS is acquired hereunder on behalf of the U.S. Government with U.S. Government federal funding, notice is hereby given that the LMS is commercial computer software and documentation developed exclusively at private expense and are furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)."



Tri-City Mental Health Authority MONTHLY STAFF REPORT

DATE: September 16, 2020

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

SUBJECT: Executive Director's Monthly Report

COVID-19 OPERATIONS UPDATE

Based on current data from County and State officials, and the best interest for the health and safety of Tri-City's clients, participants and staff, the Executive Team announced to staff in August that the Agency's current mode of modified operations will continue until at least the end of the year. Since August, most programs are rotating staff in the office each week, while others such as Navigators, program support/front desk, and the Medication Support and Intensive Outreach and Engagement Team are present daily. When at the office, staff have more space to spread out, are working in office space that has been equipped with safety barriers, and are supplied ample personal protective equipment (PPE).

As we begin the 6th month of modified operations due to the COVID-19 pandemic, the Executive Team and agency leadership are noting that there were what were assumed to be temporary processes and protocols put in place that now require some review and adjustment. Moreover, as we now are aware modified operations will extend through end of this year, maybe into second half of this fiscal year, and that telecommuting has proven a viable and effective option both for our staff and our clients, in October the Executive Team will bring forth one or more policies as needed to fortify our operations.

As reported in July, the Best Practices team (BP) conducted a second survey with staff the results were presented to leadership and staff in August. A summary of those results is presented in the Chief Compliance Officer's Board Report.

UPCOMING NEW COLLABORATION WITH THE CITY OF CLAREMONT

Following feedback from its residents in July, the City of Claremont reached out to Tri-City to discuss ways in which Tri-City and the Claremont Police Department (Claremont PD) might more closely partner in response to non-criminal, non-violent request-for-service calls for persons experiencing mental health crises and/or having on-going challenges with homelessness likely exacerbated by a mental health issue.

Based on the Oregon CAHOOTS (Crisis Assistance Helping Out on the Streets) model, feedback from Claremont residents, discussions between Claremont PD, Claremont Community Services, Claremont's City Manager, and Tri-City; and taking into account the

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identified needs from both City and Tri-City regarding critical mental health intervention, the following model for a Claremont/Tri-City collaboration is being proposed:

Program Name:

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

Purpose:

To more effectively utilize police resources and efficiently respond to social-emotional/mental health needs of Claremont residents and/or visitors by using trained mental health professionals to take the lead on non-violent, non-criminal calls to law enforcement for assistance, including in response to addressing persons who do not have a permanent residence.

Objectives:

- 1) To provide mental health professional support, during regular Tri-City business hours, to Claremont Police Dept when responding to calls for support from the community that indicate a person is experiencing a mental health issue and/or in need of some type of mental health intervention, including persons who are homeless, whose behavior is non-violent, not criminal and does not require law enforcement intervention;
- 2) To expedite access to and enrollment in appropriate level of mental health care for persons referred for intervention in order to mitigate future crises and increase likelihood of stable community and social-emotional functioning; and reduce law enforcement encounters

Plan:

- Tri-City will hire two licensed professionals who will be stationed at Claremont City Hall. These staff will be: 1 Licensed Clinical Therapist (will be either a licensed clinical social worker LCSW, licensed marriage and family therapist LMFT or licensed psychologist Ph.D or Psy.D.) who will be fully bilingual and English and Spanish; and 1 Licensed Psychiatric Technician (LPT)—bilingual preferred but not required; both of these staff will be or promptly upon hire receive Lanterman-Petris-Short(LPS) certified by the County of Los Angeles to write WIC Code 5150 Holds as needed.
- The LPT is a trained and certified nurse so will also be able to triage and identify basic medical needs/issues and refer for medical services as needed.
- Staff will provide services during Tri-City business hours or some modification of Monday-Friday schedule as decided by data and needs of the City and PD.

Goals for Tri-City (TC) Team:

- 1) To provide the longer term case management/follow up for persons identified as not having housing and in need of mental health service in order to assist them to get enrolled in services and more easily access necessary supports.

These persons may or may not be referred by the Measure H Community Navigator assigned to Claremont.

- 2) To respond to calls either with Claremont PD, or if after triage is deemed appropriate, will respond always as a team, to provide crisis response, screening, evaluation, referral and assessment as needed. Staff also then to provide follow up for these individuals and families to connect to appropriate ongoing services.
- 3) To coordinate follow up with Claremont PD for persons placed on 5150 holds after-hours or on weekends when TC Team is not on duty in order to facilitate access and increase likelihood of ongoing mental health care.
- 4) To coordinate with Claremont PD and follow up on all calls made after-hours or on weekends when TC Team is not on duty which involved a mental health need that was not referred for 5150 in order to facilitate access and increase likelihood of engagement to appropriate level of mental health support.

As proposed, this project will be continuously evaluated using data, community feedback and collaborating partners' experiences and will be adapted/adjusted/modified as is possible and as needed.

A hope is for Claremont to bring forth this model to the Mental Health Services Act (MHSA) Stakeholder group for possible expansion using MHSA Innovation Funding and/or to identify other funding sources available to the City of Claremont (and possible the other two Tri-City jurisdiction cities) in order to round out the Tri-City Team with a Nurse Practitioner and perhaps a Housing Wellness Advocate—with the ultimate goal of having a program that will support a more whole person response to the needs of the three cities' most vulnerable residents.

TRI-CITY JOINS POMONA'S PROMISE LEADERSHIP TEAM (PPLT)

In August, the Executive Director joined the Pomona's Promise Leadership Team, identified as a leader within the Healthy in Pomona (HIP) Initiative. Tri-City's MHSA and Ethic Services Director is the alternate for the PPLT.

The Executive Director is also the Chair of the Health and Wellness (H&W) Subcommittee within the Pomona Mayor's COVID-19 Action Committee. Understanding that the Mayor's Committee is time-limited for the length of the pandemic. H&W members expressed a desire to continue their work and, in fact, expand efforts by merging with Pomona's Promise HIP members and others.

Later this month, the H&W will convene a meeting along with members of HIP, and inviting leaders in health and behavioral health from other Pomona-based organizations including Pomona Valley Hospital, East Valley Medical Center, Parktree Community Clinic, Prototypes, and American Recovery to hopefully organize a monthly meeting of a group committed to improving overall health access and reducing health disparities in Pomona. This group will exist as a subcommittee within Pomona's Promise HIP.

HUMAN RESOURCES UPDATE

Staffing – Month Ending July & August 2020

- Total Staff is 191 full-time and 16 part-time plus 21 full time vacancies and 4 part time vacancies for a total of 222 total positions.
- There were 15 new hires in July & August.
- There were 7 terms in July & August.

Posted Positions in July/August 2020

- Chief Clinical Officer (1 FTE)
- Clinical Supervisor I Wellness Center (1 FTE)
- Clinical Supervisor I School Partnership (1 FTE)
- Clinical Supervisor I COP (1 FTE)
- Clinical Therapist I Adult FSP (3 FTEs)
- Clinical Therapist I AOP (1 FTE)
- Clinical Therapist I/II ATC Bilingual (1 FTE)
- Clinical Therapist I/II Adult FSP (1 FTE)
- Clinical Therapist I/II COP Bilingual (1 FTE)
- Clinical Therapist I/II COP School Partnership Bilingual (1 FTE)
- Mental Health Specialist Adult FSP (2 FTE)
- Mental Health Specialist COP Bilingual (1 FTE)
- MHSA Program Coordinator – Innovation (1 FTE)

Total Classification & Compensation Survey

Tri-City staff have successfully completed Position Description Questionnaires for our class and comp study. Approximately 73% of our staff completed a survey that was submitted to Koff and Associates for the study. The standard goal for survey completion is 70% (1-2 PDQs per classification) as per Koff and Associates, so we have surpassed that goal. The next phase in this process is to finalize the outstanding PDQs, confirm comparable agencies and then the consult will begin their survey work reaching out to comparable agencies.

HOUSING DIVISION UPDATE

A week ago, national headlines shared how families were being evicted for nonpayment of rent in other states despite the continued pandemic. Luckily, our communities in the three cities have not had this as an immediate concern.

Los Angeles County was able to continue extending our temporary eviction moratorium through the end of September.

We were able to breathe a sigh of relief as Governor Newsom also signed Assembly Bill 3088, which continues to provide protection from eviction due to nonpayment of rent, accrued from March 1, 2020 through January 31, 2021. This does not forgive the rent owed but provides individuals and families more time to be able to make financial arrangements to stay current or to find outside resources to help during their economic hardships.

One such resource became available August 17th through the 31st. The LA County Rent-Relief program headed by the Los Angeles County Development Authority went live online during those two weeks and renters were able to apply for assistance with back pay or future payments as long as they identified a financial hardship brought on by the pandemic. We promoted this program to our clients, staff, community members, and landlords in order to make sure the funds could be obtained by those that really needed the assistance.

Of Tri-City's 64 permanent supportive housing MHSA-units, only 3 households have identified that they have encountered economic hardships due to the pandemic. Those three households did apply for the Rent Relief program but have not yet heard back. In the meantime, the Housing team has maintained regular contact with those tenants in order to help them stay focused on a plan to pay as much as they are comfortably able to and to provide additional resources as they become available.

INFORMATION TECHNOLOGY (IT) UPDATE

IT Needs Requests For Proposals(RFPs) / Qualifications (RFQs) / Bids:

Tri-City is in the midst of evaluating all of its technological platforms. Multiple RFPs and bids have been or will be posted within the next month:

- **Electronic Health Record:** An electronic health record (EHR) is a digital version of a patient's paper chart. EHRs are real-time, patient-centered records that make information available instantly and securely to authorized users. While an EHR does contain the medical and treatment histories of patients, an EHR system is built to go beyond standard clinical data collected in a provider's office and can be inclusive of a broader view of a patient's care. The current system downtimes and limitations are motivating this RFP process.
- **Unified Communications:** Unified Communications refers to a communications platform that integrates (or "unifies") multiple communication methods within a business, including phone calls, video conferencing, instant messaging, email, text, and fax. These platforms will allow for electronic communication with Tri-City to be more cohesive and transparent, increasing collaboration and efficiency.
- **Internet/Networking:** Internet connectivity and bandwidth at all Tri-City locations needs to be increased to accommodate the increase of videoconferencing usage.
- **Computers:** Tri-City is moving to all laptops to streamline staff telecommuting.

GRANT FUNDING UPDATE

Tri-City applied for the California Department of Health Care Services (DHCS) Telehealth funding in August to cover the remainder of any telehealth costs incurred since the submission of the Federal FCC COVID-19 Telehealth Program grant in June. Both grant awards are expected to be announced by the end of September.

POMONA VISION 2030/BALLMER GROUP GRANT

In its role as a lead agency for the Ballmer Group planning grant awarded to the Pomona Vision 2030 Project, Tri-City has received funding to address the needs of Pomona Unified Students and their families in order to promote optimal educational and life functioning outcomes. A large part of this planning grant funding has been earmarked to insure that internet accessibility is addressed to insure easy efficient access to online learning during this pandemic, as well as ability to engage in telehealth as needed for all manner of physical and mental health needs. Tri-City's IT staff has started conversations with the Pomona Unified School District to assess internet and connectivity needs for students as school has begun. The hope is to utilize funds to develop connectivity infrastructure and fill accessibility gaps for low-income students within the district.



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

DATE: September 16, 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 TWELVE MONTHS ENDED JUNE 30, 2020 (2020 FISCAL YEAR-TO-DATE):

The financials presented herein are the PRELIMINARY and unaudited financial statements for the twelve months ended June 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 \$1.8 million. MHSA operations accounted for approximately \$1.2 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 \$10.2 million in MHSA funding has been received for which \$3.5 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 \$11.9 million. Unlike the requirement to reflect all available and **approved** MHSA funding when received as non-operating revenues, MHSA operating costs are reflected when incurred. Therefore, the matching of revenue to expense is not consistent as the timing of expenditures will lag behind the timing of revenue recognition.

The remaining increase in net position of approximately \$650 thousand is from Clinic outpatient operations, which is the result of operations for the twelve months ended June 30, 2020.

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The total cash balance at June 30, 2020 was approximately \$31.1 million which represents a decrease of approximately \$801 thousand 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 \$54 thousand. 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 a decrease in cash of approximately \$747 thousand, after excluding intercompany receipts or costs resulting from clinic operations. The decrease reflects the receipt of approximately \$10.2 million in MHSA funds offset by the use of cash for MHSA operating activities. The overall decrease in 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 of 1% of millionaire's income taxes) were delayed as a direct result of extending tax return deadlines and as such all behavioral health agencies experienced a reduction in cash receipts in the last few months of the fiscal year. As the tax filing deadline has now passed, Tri-City received \$4.5 million in the August distribution (based on July's tax remittances) of MHSA funds.

Approximately \$8.8 million in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the twelve months ended June 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 \$940 thousand has been received through September 11, 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. The finance department is currently working on the annual independent financial audit which is traditionally scheduled to be completed and presented to the Board in October.

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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 twelve months ended June 30, 2020 which includes estimates to project the ending cash balance at June 30, 2020.

	MHSA
Cash at June 30, 2020 \$	23,736,461
Receivables net of Reserve for Cost Report Settlements	221,967
Prudent Reserves	(2,200,000) *
Estimated Remaining Expenses for Operations FY 2019-20	- **
Reserved for future CFTN Projects including TCG	(1,247,389)
Reserved for Future Housing Projects	(2,800,000) ****
Total Estimated Adjustments to Cash	(6,025,422)
Estimated Available at June 30, 2020 \$	<u>17,711,039</u>
Remaining estimated funds to be received in FY 2019-20 \$	- **

* 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 12-A: June 30, 2020 Unaudited Financial Statements

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

	AT JUNE 30, 2020			AT JUNE 30, 2019		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
Current Assets						
Cash	\$ 7,395,355	\$ 23,736,461	\$ 31,131,816	\$ 7,483,365	\$ 24,449,208	\$ 31,932,573
Accounts receivable, net of reserve for uncollectible accounts \$543,736 at June 30, 2020 and \$386,854 at June 30, 2019	4,191,840	2,588,279	6,780,119	3,818,738	2,097,217	5,915,955
Total Current Assets	<u>11,587,195</u>	<u>26,324,740</u>	<u>37,911,935</u>	<u>11,302,103</u>	<u>26,546,425</u>	<u>37,848,528</u>
Property and Equipment						
Land, building, furniture and equipment	3,699,755	9,384,214	13,083,969	3,539,339	9,204,892	12,744,231
Accumulated depreciation	(2,403,631)	(3,434,225)	(5,837,856)	(2,313,600)	(3,152,115)	(5,465,716)
Total Property and Equipment	<u>1,296,123</u>	<u>5,949,989</u>	<u>7,246,112</u>	<u>1,225,738</u>	<u>6,052,777</u>	<u>7,278,515</u>
Other Assets						
Deposits and prepaid assets	70,955	491,199	562,154	76,095	69,783	145,878
Total Noncurrent Assets	<u>1,367,079</u>	<u>6,441,188</u>	<u>7,808,267</u>	<u>1,301,834</u>	<u>6,122,560</u>	<u>7,424,393</u>
Total Assets	<u>\$ 12,954,274</u>	<u>\$ 32,765,928</u>	<u>\$ 45,720,202</u>	<u>\$ 12,603,937</u>	<u>\$ 32,668,985</u>	<u>\$ 45,272,922</u>
Deferred Outflows of Resources						
Deferred outflows related to the net pension liability	2,776,741	-	2,776,741	2,671,142	-	2,671,142
Total Deferred Outflows of Resources	<u>2,776,741</u>	<u>-</u>	<u>2,776,741</u>	<u>2,671,142</u>	<u>-</u>	<u>2,671,142</u>
Total Assets and Deferred Outflows of Resources	<u>\$ 15,731,015</u>	<u>\$ 32,765,928</u>	<u>\$ 48,496,943</u>	<u>\$ 15,275,079</u>	<u>\$ 32,668,985</u>	<u>\$ 47,944,064</u>
LIABILITIES						
Current Liabilities						
Accounts payable	235,067	188,826	423,893	280,243	199,066	479,309
Accrued payroll liabilities	561,169	80,419	641,589	475,696	-	475,696
Accrued vacation and sick leave	604,179	865,609	1,469,787	536,988	611,175	1,148,163
Reserve for Medi-Cal settlements	2,942,066	2,366,312	5,308,378	2,981,318	2,022,504	5,003,821
Current portion of mortgage debt	30,688	-	30,688	29,066	-	29,066
Total Current Liabilities	<u>4,373,168</u>	<u>3,501,166</u>	<u>7,874,334</u>	<u>4,303,311</u>	<u>2,832,745</u>	<u>7,136,056</u>
Intercompany Acct-MHSA & TCMH	370,961	(370,961)	-	404,738	(404,738)	-
Long-Term Liabilities						
Mortgages and home loan	771,683	88,309	859,992	802,374	147,183	949,557
Net pension liability	5,462,528	-	5,462,528	4,658,577	-	4,658,577
Unearned MHSA revenue	-	500,000	500,000	-	500,000	500,000
Total Long-Term Liabilities	<u>6,234,211</u>	<u>588,309</u>	<u>6,822,519</u>	<u>5,460,951</u>	<u>647,183</u>	<u>6,108,134</u>
Liabilities Subject to Compromise						
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>
Total Liabilities	<u>11,634,403</u>	<u>3,718,514</u>	<u>15,352,918</u>	<u>11,855,064</u>	<u>3,075,190</u>	<u>14,930,254</u>
Deferred Inflow of Resources						
MHSA revenues restricted for future period	-	6,625,123	6,625,123	-	8,351,712	8,351,712
Deferred inflows related to the net pension liability	217,236	-	217,236	190,986	-	190,986
Total Deferred Inflow of Resources	<u>217,236</u>	<u>6,625,123</u>	<u>6,842,359</u>	<u>190,986</u>	<u>8,351,712</u>	<u>8,542,698</u>
NET POSITION						
Invested in capital assets net of related debt	493,753	5,949,989	6,443,742	394,299	6,052,777	6,447,075
Restricted for MHSA programs	-	15,981,103	15,981,103	-	15,119,523	15,119,523
Unrestricted	3,385,622	491,199	3,876,821	2,834,730	69,783	2,904,513
Total Net Position	<u>3,879,375</u>	<u>22,422,291</u>	<u>26,301,666</u>	<u>3,229,029</u>	<u>21,242,083</u>	<u>24,471,112</u>
Total Liabilities, Deferred Inflows of Resources and Net Position	<u>\$ 15,731,015</u>	<u>\$ 32,765,928</u>	<u>\$ 48,496,943</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
PRELIMINARY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
TWELVE MONTHS ENDED JUNE 30, 2020 AND 2019

	PERIOD ENDED 6/30/20			PERIOD ENDED 6/30/19		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
OPERATING REVENUES						
Medi-Cal FFP	\$ 4,386,404	\$ 3,585,461	\$ 7,971,865	\$ 3,222,029	\$ 3,239,869	\$ 6,461,898
Medi-Cal FFP FYE Prior Year	-	-	-	7,709	(868)	6,841
Medi-Cal SGF-EPSDT	1,153,618	779,836	1,933,454	718,184	821,907	1,540,091
Medi-Cal SGF-EPSDT Prior Year	-	-	-	4,212	7,543	11,756
Medicare	3,787	2,008	5,794	4,807	2,855	7,663
Grants and contracts	173,244	28,847	202,090	25,913	27,194	53,107
Patient fees and insurance	2,414	-	2,414	3,152	11	3,164
Rent income - TCMH & MHSA Housing	32,374	82,668	115,042	35,369	95,719	131,088
Other income	2,188	59,462	61,651	8,381	1,548	9,929
Net Operating Revenues	5,754,030	4,538,281	10,292,311	4,029,757	4,195,780	8,225,537
OPERATING EXPENSES						
Salaries, wages and benefits	7,564,501	11,150,169	18,714,670	5,770,541	10,408,284	16,178,825
Facility and equipment operating cost	602,912	1,341,461	1,944,373	426,540	1,183,341	1,609,880
Client lodging, transportation, and supply expense	177,990	1,527,803	1,705,792	134,394	762,687	897,081
Depreciation	107,710	371,859	479,569	62,171	367,826	429,996
Other operating expenses	547,203	1,351,306	1,898,509	490,466	979,926	1,470,393
Total Operating Expenses	9,000,316	15,742,597	24,742,913	6,884,112	13,702,063	20,586,176
OPERATING (LOSS) (Note 1)	(3,246,286)	(11,204,317)	(14,450,603)	(2,854,355)	(9,506,284)	(12,360,639)
Non-Operating Revenues (Expenses)						
Realignment	3,776,201	-	3,776,201	4,407,019	-	4,407,019
Contributions from member cities & donations	70,236	-	70,236	70,236	-	70,236
MHSA funds	-	11,906,903	11,906,903	-	11,235,577	11,235,577
Homeless Mentally Ill Outreach and Treatment	-	-	-	100,000	-	100,000
Interest Income	91,280	468,891	560,171	106,053	482,961	589,014
Interest expense	(41,592)	-	(41,592)	(42,922)	-	(42,922)
Gain on disposal of assets	508	8,731	9,238	-	-	-
Total Non-Operating Revenues (Expense)	3,896,632	12,384,525	16,281,157	4,640,386	11,718,538	16,358,924
INCOME (LOSS)	650,346	1,180,208	1,830,554	1,786,031	2,212,254	3,998,285
INCREASE (DECREASE) IN NET POSITION	650,346	1,180,208	1,830,554	1,786,031	2,212,254	3,998,285
NET POSITION, BEGINNING OF YEAR	3,229,029	21,242,083	24,471,112	1,442,997	19,029,829	20,472,826
NET POSITION, END OF YEAR	\$ 3,879,375	\$ 22,422,291	\$ 26,301,666	\$ 3,229,029	\$ 21,242,083	\$ 24,471,112

(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
PRELIMINARY
CONSOLIDATING STATEMENTS OF CASH FLOWS
TWELVE MONTHS ENDED JUNE 30, 2020 AND 2019

	PERIOD ENDED 6/30/20			PERIOD ENDED 6/30/19		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
Cash Flows from Operating Activities						
Cash received from and on behalf of patients	\$ 4,725,075	\$ 4,340,508	\$ 9,065,583	\$ 5,775,922	\$ 5,446,447	\$ 11,222,369
Cash payments to suppliers and contractors	(1,368,141)	(4,652,225)	(6,020,367)	(901,840)	(2,826,957)	(3,728,797)
Payments to employees	(6,687,236)	(10,815,316)	(17,502,552)	(5,366,645)	(10,606,347)	(15,972,992)
	<u>(3,330,302)</u>	<u>(11,127,033)</u>	<u>(14,457,336)</u>	<u>(492,563)</u>	<u>(7,986,857)</u>	<u>(8,479,420)</u>
Cash Flows from Noncapital Financing Activities						
MHSA Funding	-	10,180,313	10,180,313	-	11,035,827	11,035,827
Realignment	4,380,913	-	4,380,913	4,288,387	-	4,288,387
Contributions from member cities	70,236	-	70,236	70,236	-	70,236
Homeless Mentally III Outreach and Treatment	-	-	-	100,000	-	100,000
	<u>4,451,149</u>	<u>10,180,313</u>	<u>14,631,462</u>	<u>4,458,623</u>	<u>11,035,827</u>	<u>15,494,450</u>
Cash Flows from Capital and Related Financing Activities						
Purchase of capital assets	(178,095)	(269,071)	(447,166)	(313,816)	(20,167)	(333,983)
Principal paid on capital debt	(29,069)	-	(29,069)	(27,738)	-	(27,738)
Interest paid on capital debt	(41,592)	-	(41,592)	(42,922)	-	(42,922)
Intercompany-MHSA & TCMH	(33,777)	33,777	-	385,761	(385,761)	-
	<u>(282,533)</u>	<u>(294,168)</u>	<u>(576,701)</u>	<u>1,285</u>	<u>(405,929)</u>	<u>(404,644)</u>
Cash Flows from Investing Activities						
Interest received	103,169	519,410	622,579	100,692	435,411	536,103
Sale of investments	508	8,731	9,238	-	-	-
	<u>103,676</u>	<u>528,141</u>	<u>631,817</u>	<u>100,692</u>	<u>435,411</u>	<u>536,103</u>
Cash Flows from Reorganization Items						
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)	(1,993,000)	-	(1,993,000)
	<u>(1,030,000)</u>	<u>-</u>	<u>(1,030,000)</u>	<u>(2,300,314)</u>	<u>-</u>	<u>(2,300,314)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(88,009)	(712,748)	(800,757)	1,767,724	3,078,452	4,846,175
Cash Equivalents at Beginning of Year	7,483,365	24,449,208	31,932,573	5,715,641	21,370,757	27,086,398
Cash Equivalents at End of Year	<u>\$ 7,395,355</u>	<u>\$ 23,736,461</u>	<u>\$ 31,131,816</u>	<u>\$ 7,483,365</u>	<u>\$ 24,449,208</u>	<u>\$ 31,932,573</u>

Definitions:

TCMH=Tri-City's Outpatient Clinic
MHSA=Mental Health Services Act (Proposition 63)

**TRI-CITY MENTAL HEALTH AUTHORITY
PRELIMINARY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
ACTUAL TO BUDGET COMPARISON
TWELVE MONTHS ENDING JUNE 30, 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
OPERATING REVENUES									
Medi-Cal FFP	\$ 4,444,020	\$ 3,276,376	\$ 1,167,644	\$ 3,907,058	\$ 3,169,152	\$ 737,906	\$ 8,351,078	\$ 6,445,528	\$ 1,905,550
Medi-Cal SGF-EPSDT	1,165,265	977,616	187,649	850,414	983,829	(133,415)	2,015,679	1,961,445	54,234
Medicare	3,787	4,500	(713)	2,008	2,100	(93)	5,794	6,600	(806)
Patient fees and insurance	2,414	2,100	314	-	-	-	2,414	2,100	314
Grants and contracts	173,244	20,000	153,244	28,847	-	28,847	202,090	20,000	182,090
Rent income - TCMH & MHSA Housing	32,374	48,500	(16,126)	82,668	109,805	(27,137)	115,042	158,305	(43,263)
Other income	2,188	-	2,188	59,463	-	59,463	61,651	-	61,651
Provision for contractual disallowances	(69,262)	(414,349)	345,087	(392,176)	(411,799)	19,623	(461,438)	(826,148)	364,710
Net Operating Revenues	5,754,030	3,914,743	1,839,287	4,538,281	3,853,087	685,194	10,292,311	7,767,830	2,524,481
OPERATING EXPENSES									
Salaries, wages and benefits	7,564,501	7,008,776	555,725	11,150,169	12,176,785	(1,026,616)	18,714,670	19,185,561	(470,891)
Facility and equipment operating cost	604,577	523,107	81,470	1,350,172	1,278,601	71,571	1,954,750	1,801,708	153,042
Client program costs	162,968	108,436	54,532	1,466,637	715,516	751,121	1,629,605	823,952	805,653
Grants	-	-	-	65,675	80,000	(14,325)	65,675	80,000	(14,325)
MHSA training/learning costs	-	-	-	108,741	148,204	(39,463)	108,741	148,204	(39,463)
Depreciation	107,710	59,610	48,100	371,859	368,916	2,943	479,569	428,526	51,043
Other operating expenses	560,560	494,400	66,160	1,229,344	1,456,514	(227,170)	1,789,904	1,950,914	(161,010)
Total Operating Expenses	9,000,316	8,194,329	805,987	15,742,597	16,224,536	(481,939)	24,742,913	24,418,865	324,048
OPERATING (LOSS)	(3,246,286)	(4,279,586)	1,033,300	(11,204,317)	(12,371,449)	1,167,132	(14,450,603)	(16,651,035)	2,200,432
Non-Operating Revenues (Expenses)									
Realignment	3,776,201	3,900,000	(123,799)	-	-	-	3,776,201	3,900,000	(123,799)
Contributions from member cities & donations	70,236	70,236	-	-	-	-	70,236	70,236	-
MHSA Funding	-	-	-	11,906,903	11,996,900	(89,997)	11,906,903	11,996,900	(89,997)
Interest (expense) income, net	49,688	18,405	31,283	468,891	337,308	131,583	518,579	355,713	162,866
Other income-gain on disposal of assets	508	-	508	8,731	-	8,731	9,238	-	9,238
Total Non-Operating Revenues (Expense)	3,896,632	3,988,641	(92,009)	12,384,525	12,334,208	50,317	16,281,157	16,322,849	(41,692)
Special Item: Net reorganization income (expense)	-	-	-	-	-	-	-	-	-
INCREASE(DECREASE) IN NET POSITION	\$ 650,346	\$ (290,945)	\$ 941,291	\$ 1,180,208	\$ (37,241)	\$ 1,217,449	\$ 1,830,554	\$ (328,186)	\$ 2,158,740

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
TWELVE MONTHS ENDING JUNE 30, 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 \$2.5 million for the following reasons:

- 1 Medi-Cal FFP revenues for FY 2019-20** were \$1.9 million higher than the budget. Medi-Cal FFP revenues were \$1.2 million higher for TCMH and \$738 thousand higher for MHSA. At TCMH, the adult program revenues were higher than budget by \$753 thousand and the children program revenues were higher by \$415 thousand. For MHSA, the adult and older adult FSP programs were higher than budget by \$424 thousand and the Children and TAY FSP programs were higher by \$314 thousand.
- 2 Medi-Cal SGF-EPSDT revenues for fiscal year 2019-20** were higher than budget by \$54 thousand of which \$187 thousand higher were from TCMH and \$133 thousand lower were from MHSA. SGF-EPSDT relates to State General Funds (SGF) provided to the agency for provision of qualifying Medi-Cal services for Early Prevention Screening and Diagnostic Testing (EPSDT) to children and youth under 21 years. These funds are in addition to the FFP reimbursed by the federal government.
- 3 Medicare revenues** are \$1 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 \$182 thousand. Grants and Contracts are \$153 thousand higher for TCMH and \$29 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 \$43 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 Other income** is higher than budget by \$62 thousand mainly from MHSA. In accordance to the loan agreement between Tri-City and the City of Pomona on May 6th, 2013 for the home improvement project on Baseline property, 20% of the original \$147,183 loan to Tri-City also known as the HUD loan will be forgiven on the 6th year and every year thereafter until the whole loan amount is written off. As such, Tri-City wrote off and recognized into income the first two years 2019 and 2020 equivalent to 40% in the amount of \$58,874.
- 7 Provision for contractual disallowances** for fiscal year 2019-20 is \$365 thousand lower than budget.

Operating Expenses

Operating expenses were higher than budget by \$324 thousand for the following reasons:

- 1 Salaries and benefits** are \$471 lower than budget and of that amount, salaries and benefits are \$556 thousand higher for TCMH operations and are \$1 million lower for MHSA operations. These variances are due to the following:

TCMH salaries were higher than the original budget by \$110 thousand, however In October of 2019 the Board adopted an amendment to the budget increasing Salaries and benefits by \$316 thousand, this results in an overall favorable buget-to-actual difference of \$206 thousand below budget at June 30, 2020. Direct clinical salaries were higher than the original budget by \$61 thousand, support services and administrative salaries were higher than the original budget by \$49 thousand. Benefits are lower than the original budget by \$279 t due to lower health insurance of \$189 thousand, lower retirement contribution costs of \$50 thousand and lower state unemployment tax and other insurance benefits of \$40 thousand. Additionally, the implementation of GASB Statement No. 68 required the recording of Tri-City's Net Pension Liability as a proportionate share of the CalPERS Miscellaneous Cost Sharing Plan. Each year a new actuarial valuation is prepared by CalPers which not only changes the Net Pension Liability, but the associated Deferred Outflows of Resources and Deferred Inflows of Resources, all of which are netted with pension expense. This year the overall result was a net increase of \$725 thousand to pension expense.

MHSA salaries are lower than budget by \$568 thousand. The direct program salary costs are lower by \$534 thousand due to vacant positions and the administrative salary costs are lower than the budget by \$34 thousand. Benefits are lower than budget by another \$459 thousand. Of that, health insurance is lower by \$262 thousand, retirement contribution is lower by \$105 thousand, state unemployment tax is lower by \$48 thousand and medicare tax and other benefits are lower by \$44 thousand.

**TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
TWELVE MONTHS ENDING JUNE 30, 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)

- 2 **Facility and equipment operating costs** were higher than budget by \$153 thousand. Facility and equipment operating costs were \$81 thousand higher for TCMH and \$72 thousand higher for MHSA. Of that, building, facility cost and furniture were higher than budget by \$41 thousand at TCMH and \$49 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 \$40 thousand at TCMH and \$22 thousand at MHSA due to the agency wide upgrade of computers and laptops.
- 3 **Client program costs** are higher than the budget by \$806 thousand mainly from MHSA due to higher flex funds costs which were utilized primarily to provide housing during the COVID crisis.
- 4 **Grants for fiscal year 2019-20** awarded under the Community Wellbeing project are lower than budget by \$14 thousand.
- 5 **MHSA learning and training costs** are lower than the budget by \$39 thousand.
- 6 **Depreciation** is higher than budget by \$51 thousand.
- 7 **Other operating expenses** were lower than budget by \$161 thousand of which \$66 thousand higher was from TCMH and \$227 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 \$303 thousand and conference expense is lower by \$33 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 \$42 thousand as follows:

- 1 **TCMH non-operating revenues** are \$92 thousand lower than the budget. Of that, realignment fund is lower than budget by \$124 thousand. Interest income netted with interest expense is higher by \$31 thousand.
- 2 **MHSA non-operating revenue** is approximately \$90 thousand lower than the budget. In accordance with Government Accounting Standards Board, MHSA funds received and available to be spent must be recorded as non-operating revenue as soon as the funds are received. Funds are available to be spent when an MHSA plan and related programs have been approved and the proposed expenditures for those programs have been approved through an MHSA plan, MHSA update, or State Oversight and Accountability Commission.

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

	Actual	Budget	Variance
CSS funds received and available to be spent	\$ 8,989,468	\$ 8,989,468	\$ -
PEI funds received and available to be spent	2,052,360	2,052,360	-
WET funds received and available to be spent	126,523	216,520	(89,997)
CAP/TECH funds received and available to be spent	-	-	-
INN funds received and available to be spent	738,552	738,552	-
Non-operating revenues recorded	<u>\$ 11,906,903</u>	<u>\$ 11,996,900</u>	<u>\$ (89,997)</u>

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

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 \$132 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
TWELVE MONTHS ENDED JUNE 30, 2020 AND 2019
PRELIMINARY

	PERIOD ENDED 6/30/20			PERIOD ENDED 6/30/19		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
REVENUES						
Medi-Cal FFP, net of reserves	\$ 4,386,404	\$ 3,585,461	\$ 7,971,865	\$ 3,229,738	\$ 3,239,002	\$ 6,468,739
Medi-Cal SGF-EPSDT	1,153,618	779,836	1,933,454	722,396	829,451	1,551,847
Medicare	3,787	2,008	5,794	4,807	2,855	7,663
Realignment	3,776,201	-	3,776,201	4,407,019	-	4,407,019
MHSA funds	-	11,906,903	11,906,903	-	11,235,577	11,235,577
Grants and contracts	173,244	28,847	202,090	25,913	27,194	53,107
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	3,152	11	3,164
Rent income - TCMH & MHSA Housing	32,374	82,668	115,042	35,369	95,719	131,088
Other income	2,188	59,462	61,651	8,381	1,548	9,929
Interest Income	91,280	468,891	560,171	106,053	482,961	589,014
Gain on disposal of assets	508	8,731	9,238	-	-	-
Total Revenues	9,692,254	16,922,805	26,615,059	8,713,066	15,914,317	24,627,383
EXPENSES						
Salaries, wages and benefits	7,564,501	11,150,169	18,714,670	5,770,541	10,408,284	16,178,825
Facility and equipment operating cost	602,912	1,341,461	1,944,373	426,540	1,183,341	1,609,880
Client lodging, transportation, and supply expense	177,990	1,527,803	1,705,792	134,394	762,687	897,081
Depreciation	107,710	371,859	479,569	62,171	367,826	429,996
Interest expense	41,592	-	41,592	42,922	-	42,922
Other operating expenses	547,203	1,351,306	1,898,509	490,466	979,926	1,470,393
Total Expenses	9,041,907	15,742,597	24,784,505	6,927,034	13,702,063	20,629,098
INCREASE (DECREASE) IN NET POSITION	650,346	1,180,208	1,830,554	1,786,031	2,212,254	3,998,285
NET POSITION, BEGINNING OF YEAR	3,229,029	21,242,083	24,471,112	1,442,997	19,029,829	20,472,826
NET POSITION, END OF YEAR	\$ 3,879,375	\$ 22,422,291	\$ 26,301,666	\$ 3,229,029	\$ 21,242,083	\$ 24,471,112

NOTE: This presentation of the Change in Net Assets is NOT in accordance with GASB, but is presented only for a simple review of Tri-City's revenue sources and expenses.

Definitions:

Medi-Cal FFP= Federal Financial Participation Reimbursement

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

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)



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

DATE: September 16, 2020

TO: Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director

FROM: Nancy Gill, Chief Operations Officer

SUBJECT: Monthly Operations Report

CPR/AED/FIRST AID TRAINING

Due to the COVID-19 pandemic the on-site CPR /AED/ First Aid Trainings were cancelled in March .This month virtual trainings were coordinated and provided to 65 staff over several days to best accommodate staff schedules. All staff will receive a 2-year certification.

AUTOMATED EXTERNAL DEFIBRILLATORS (AED)

AED devices have been purchased for all 5 Tri-City facilities. An AED Response Plan has been developed and will be included in the Emergency Action Plan Manual.

LANDSCAPE MAINTENANCE SERVICES REQUEST FOR PROPOSALS (RFP)

An RFP for landscape maintenance services was posted to Tri-City's website on September 2, 2020 and will remain posted for 30 days. Following the deadline for submissions, the Chief Operations Officer and Facilities Manager will vet the applications and bring forth their final recommendation to the Governing Board in October.

Tri-City locations included in the RFP for the landscape maintenance services are as follows:

- 2001 N. Garey Avenue, Pomona, CA 91767 – MHSA Building
- 2008 N. Garey Avenue, Pomona, CA 91767 – Adult Outpatient Clinic and Therapeutic Community Garden
- 1403 N. Garey Avenue, Pomona, CA 91767 – Wellness Center
- 786 N. Park Avenue, Pomona, CA 91767 – Permanent Supportive Housing
- 956 W. Baseline Road, Claremont CA 91711– Permanent Supportive Housing



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

DATE: September 16, 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

COVID 19 UPDATE

Over the course of the pandemic, 22 clients stated that they were Covid positive with an additional 12 expressing a first-degree exposure. These clients were instructed to stay home/quarantine, per CDC guidelines. In the Clinical Department, 4 employees tested positive for Covid, remained home to recover/quarantine, and have returned to work healthy. Precautions regarding the use of social distancing and the use of protective equipment continue while employees serve clients both at the clinic and in the community.

ACCESS TO CARE

The Access to Care team processed 212 service requests in the month of July 2020 and 206 in August. 90% of the service requests were by phone with 10% of them made in person. To note, the number of people identifying as homeless at the time of their service request increased to 41% in the month of August. Other adult demographics regarding race include: 54% identified as Hispanic/LatinX, 15% Black/African American, and 19% White/Caucasian.

At the Children's location, 32 service requests were made in July and 44 were made in August. These numbers are a decrease from 2019. 68% of the families requesting services with Tri City MH Children's unit identified as Hispanic/LatinX, 7% as Black/African American, and 14% as White/Caucasian.

ADULT SERVICES

The adult team is rounding out their CA Institute of Behavioral Health Strength Based training with the Full Service Partnership Teams. They have also expanded their Foundational Recovery Group to accommodate the increase in clients over the past few months. Service to Hope for Home participants continues as the teams are able – there have been a couple of incidents of quarantine there and the teams continued to provide support and on location and via phone.

CHILD AND FAMILY TEAM

The Children's team's early psychosis program continues to develop with the next phase of the PIER training completed as well as a training by UCLA. 13 staff received this training and are on track for certification. This process will continue until November with follow up coaching for one year. The children's team has two supervisory vacancies.

PROJECT ROOM KEY

Service to the people staying at the Motel 6 Project Room Key Covid response continues. The services there include casemanagement and linkages. This project is expected to continue until October 2020.

CLINICAL WELLNESS ADVOCATES

The Clinical Wellness Advocates completed a total of 382.9 service hours for the month of August. They are helping out with the Project Room Key duties by supporting clients in need, empowering them to secure housing and other needed supports. One CWA, Jeri Sprewell presented at the Bebe Moore Campbell Minority Mental Health Month on the topic of "Navigating the System". And, Nelson Algarin participated in the suicide survivals panel. 2 staff are facilitating the evidence informed "Wellness Recovery Management" group via webinar.

THERAPEUTIC COMMUNITY GARDEN

The TCG program completed their fiscal year annual report. Data from this report indicates that from July 1, 2019 to June 30, 2020, 82 unique individuals were served, 275 wellness calls were made with 1,402 individuals outreached via 134 outreach events. 225 groups were held. 50% identified as Hispanic, 11% as Black/African American, 22% White, and 7% Asian. 96% of survey respondents exclaim that they feel their symptoms have improved because of their work at the garden while 91% feel more connected to others (peers, family, etc.) due to TCG groups.

The garden received a new gardener in July. Please see the below lovely excerpt from her monthly report:

Hello, my name is Kyra Saegusa and I am the new Community Farmer to the Therapeutic Community Garden. I have been growing and teaching about edible plants / fruit trees and California native plants in Southern California for the last 10+ years. At the heart of my practice is a wholistic approach to the garden. As gardener/educator I strive to awaken visitors to the natural connections within the garden with the hope that they are able to bring that viewpoint to other parts of their lives. Despite the high temperatures and lack of a regular gardener the Therapeutic Community

Garden is still bursting forth with life. Simply by adding a little water, seeds that have been dormant for years can wake up and germinate. Much like us, each seed can hold a wealth of potential and possesses awe inspiring resiliency in times of challenge. Sometime in the past Kale, Arugula, Bok Choi, and a variety of Asian Mustards bolted and formed seeds. As plants they fed us both body and soul, while flowering they provided sustenance to essential pollinators, once they went to seed the birds dined and scattered the seeds in the soil, and now that amazing cycle has begun again, gracing us with spontaneous germination of nutritious greens.

SUCCESS STORY-Adult FSP

Adult FSP male came into services struggling with managing mental health symptoms. Client was in fsp for 3 years struggling with engaging and managing recovery. He has been consistent with attending appts, meeting with services as schedules and following through with appts. He was able to transition to lower level AOP and continue services.

And, here's another success story from Children's FSP because everyone needs more good news. A 14 year old Hispanic female who was referred to FSP due to severe symptoms of depression and restricted eating patterns has made significant progress. FSP was able to fund via flex funds a 4 weeks inpatient eating disorder treatment. When she first returned home, she was isolating from family and continuing to restrict her eating, and was disengaged in her mental health services. Client enjoys painting and the team noticed she was out of painting supplies. Flex funds were used to provide her with access to this essential coping tool and incorporate this in session as well. Also, client was able to assert her needs from treatment and now she is fully engaged in services. Client is following the meal and daily living skills plan for her weekly (eating and drinking water every day, taking showers every 2 or 3 days per week). Client is taking online classes with a teacher that she has connected with 3x a week and reports that she is enjoying her class. She is increasing peer and family contact and as a result her and mother have reported minimal symptoms of depression.



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

DATE: September 16, 2020

TO: Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director

FROM: Dr. Seeyam Teimoori, Medical Director

SUBJECT: Medical Director's Monthly Report

SERVICES PROVIDED BY TRI-CITY INTENSIVE OUTREACH AND ENGAGEMENT TEAM (IOET) AND SUPPLEMENTAL CRISIS TEAMS IN AUGUST 2020

IOET Program

- Number of all new outreach= 111
- Number client given intake appointments= 71
- Number of clients opened= 30
- Total number of ALL clients outreached= 236
- Total number of homeless served=148
- Percentage of clients outreached that are homeless= 64%
- Percentage of clients enrolled this month in formal services that are homeless= 53%
- Total number clients outreached since inception: 2878
- Total number clients enrolled since inception: 1054

Service area:

- Pomona= 211
- Laverne= 7
- Claremont= 18

American Recovery Center Outreach

- Number of new referrals outreached-10
- Number enrolled this month-6
- Number pending intakes-6

Assistance to clients with complex health Issues:

- Number of initial health assessments completed= 20
- Number of clients linked to/assisted with PCP appointments=33

Supplemental Crisis Calls

- Number of calls received- 22
- Pomona- 11
- Laverne-3
- Claremont-0
- Outside service area-5
- Unknown service area-3

POMONA VALLEY HOSPITAL MEDICAL CENTER RESIDENCY STUDENTS PARTNERSHIP UPDATE

Following a few months of the family medicine residents from Pomona Valley Hospital (PVH) successfully riding along with Tri-City's IOET staff, the partnership with Pomona Valley Hospital Family Medicine Residency program, created to bring medical care to persons where they are (a.k.a., street medicine project) was officially started on 8/25/2020.

Family Medicine Residents, along with their supervising attending physician, Dr. Jose Ramos, provided medical services in the field (one half-day per week to start).

There was significant turn out in the first 2 sessions, with 18 clients in served week 1 and 13 clients served in the 2nd week. Individuals were provided free-of-cost medical care, necessary prescriptions, follow up appointments and transportation as needed. IOET staff made sure all prescriptions were filled in timely fashion and their support will be continued. Tri-City and PVH will continue to collaborate on this very important project ongoing; future dates are set through the end of the year. The goals are to continue to improve on this type of service delivery and possibly expand this joint effort.



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

DATE: September 16, 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

The Cultural Inclusion and Diversity Committee (CIDC) is hosting a free community webinar on Thursday, September 24, 2020 at 6:00 pm called "A Call to Action: The Impact of Systemic Racism on Mental Health." This webinar will be presented by Dr. Jei Africa, the Director of Behavioral Health and Recovery Services (BHRS) at the County of Marin. It will focus on the impact of systemic racism on the mental health of Black Indigenous and People of Color (BIPOC) and LGBTQ+ communities and offer strategies to promote equity and inclusion.

Tri-City's Three-Year Cultural Competence Plan (CCP) is due to the Department of Health Care Services (DHCS) in December. Dr. Africa's webinar will serve as a kickoff and invitation for the public and other stakeholders to join focus groups that will serve to help Tri-City review and update the CCP. These focus groups will be held beginning in October, for staff, CIDC subcommittees and the community to participate in. Specifically, these focus groups will assess mental health disparities across targeted communities and review Tri-City services for cultural and linguistic appropriateness and competency.

September also marks the launch of two new CIDC subcommittees that are open for the public to attend: ¡Adelante! Latinex and Hispanic Wellness Committee and LGBTQ+ Wellness Committee. These new subcommittees, along with CIDC's previously launched African American Family Wellness Advisory Council (AAFWAC), address the needs of target ethnic/cultural communities that have been identified as unserved and underserved in Pomona, La Verne and Claremont. The monthly meeting times and contact information are as follows:

- African American Family Wellness Advisory Council (AAFWAC)
 - Meets 4th Thursday of the month at 10:30 am
 - Contact Rimmi Hundal at rhundal@tricitymhs.org
- ¡Adelante! Latinex and Hispanic Wellness Committee
 - First meeting is September 10th. Meets the 2nd Thursday of the month at 2:30 pm
 - Contact Daisy Martinez at dmartinez@tricitymhs.org
- LGBTQ+ Wellness Committee
 - First meeting is September 22nd. Meets the 3rd Tuesday of the month at 11:00 am
 - Contact Douglas Hughett at dhughett@tricitymhs.org

MHSA COMMUNITY PLANNING PROCESS

Tri-City will begin the Mental Health Services Act (MHSA) Community Planning Process for FY 2020-21 with a virtual Stakeholder Meeting and MHSA Orientation scheduled for Wednesday, September 30 at 5:30 pm. Everyone is invited to register for this informative meeting on Tri-City's website under "Events". Presentations and discussions will include an overview of the Mental Health Services Act (MHSA), descriptions of current MHSA programs and support services offered by Tri-City Mental Health as well as an opportunity for community members to share their thoughts and concerns around the mental health needs of their communities.

Pursuant to Executive Order N-29-20, and in an effort to slow the spread of COVID-19, Tri-City anticipates conducting all stakeholder meetings virtually through the end of 2020.

WORKFORCE EDUCATION AND TRAINING (WET)

During the months of July and August, staff and volunteers completed 403.85 hours of training through our online training platform, Relias. WET program staff has taken a leadership role in the ACEs Aware Communication grant focused on educating medical providers and community members about the impact of Adverse Childhood Events on health and wellbeing through the life-span. The campaign was launched via a message from Executive Director of Tri-City, in the August La Nueva Voz newspaper, and a social media campaign. Tri-City Mental Health's social media outreach has increased in July and August. Across Twitter, Facebook, and Instagram, Tri-City has reached over 6000 people and over 300 engagements.

PREVENTION AND EARLY INTERVENTION (PEI)

Peer Mentor Program

During the months of July and August, the Peer Mentor Program met once a month via RingCentral to provide trainings and one-on-one support. On July 9th, peer mentors re-launched their virtual Wellness Roundtable: Proud To Be Me which provides support to the LGBTQ+ communities. The virtual wellness roundtable occurred once a week during the months of July and August. Starting in September the roundtable will occur the first and third Thursday of each month.

As of this writing, Peer Mentor program staff received 16 prospective new mentor applications, conducted interviews selected 15 to become Peer Mentors for fiscal year 2020-21. On August 18th and 19th incoming Peer Mentors had Orientation Training via RingCentral. The orientation provided information regarding the program, paperwork and overview of the program. Throughout September, staff will continue to interview more prospective mentors as well as begin trainings for the program year.

Staff will continue to outreach to outside agencies to share information regarding the program as well as outreach to new mentees.

Stigma Reduction

September is Suicide Prevention Awareness Month and program staff has been collaborating, organizing, and scheduling events for the month. The theme selected by Each Minds Matters (EMM) (*California's statewide stigma reduction campaign*) for Suicide Prevention Awareness Month this year is called: Hope, Resiliency, and Recovery. EMM has provided all statewide partners a very extensive resource kit that includes: marketing materials (flyers, posters, social media post/blogs, etc.) and activities that people can participate in throughout the month. These resources can be found on Tri-City's website and are being shared on Tri-City's social media accounts.

On September 9th, staff hosted a webinar on ***“Know The Signs: Suicide is Preventable”*** for staff, community members and community partners. On September 10th which was **Share Hope** World Suicide Prevention Day, community members were asked to participate in an activity called: Light a Candle near a window or on social media as a symbol of hope and support for suicide prevention and in memory of those that have been lost to suicide.

On September 19th Suicide Prevention tool bags will be provided to Blue Shield in Pomona, to be placed in food boxes for distributed to community members. On September 23rd Stories of Hope, Resilience and Recovery will be the topic of conversation on Tri-City's Community Connection webinar.

To bring awareness and share information during Suicide Prevention Awareness Month, Tri-City will post tips, tools and resources related to suicide prevention throughout September on all Social Media accounts.

Wellness Center

In collaboration with On Time Staffing, the Wellness Center Employment Team is planning a virtual hiring event on September 29, 2020 from 1pm-3pm.

The Senior Wellness Team has been developing support groups that are responsive to our senior participants. They came up with creative ways to engage seniors that are isolated. Staff delivered supplies such as bingo cards that seniors can use/play when participating in virtual support groups. In order to overcome technology challenges that seniors face, staff also hosted a workshop series on learning how to use a smart phone and stay connected.



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

DATE: September 16, 2020

TO: Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director

FROM: Natalie Majors-Stewart, Chief Compliance Officer

SUBJECT: Monthly Best Practices Report

COMPLIANCE & BEST PRACTICES

The best practices team, in collaboration with agency leadership, administered surveys to employees and clients/participants, in order to help identify how we are adapting overall to the current modified operations workflow (due to the COVID-19 Pandemic).

Results from the employee survey have been analyzed and presented to both leadership and staff. Highlights from the employee survey are as follows:

- 90% of employee respondents reported agreement with the statement: “I am engaged and connected to my work, during the COVID-19 pandemic/crisis”.
- 89% of employee respondents reported agreement with the statement “I receive guidance/support as needed from my supervisor, during the COVID-19 pandemic/crisis”.
- Regarding remote work needs: Of those who worked remotely, 86% of employee respondents reported agreement with the statement: “I have what I need (i.e., space, set-up, internet) to effectively work remotely”.
- 135 employee respondents answered the prompt: ‘How have your work duties changed during the COVID-19 pandemic/crisis?’
 - 32% of respondent comments were categorized in the theme: Duties have changed generally, due to remote work and more telephone & video interactions.
 - 24% of respondent comments were categorized in the theme: Work duties have changed, as they have increased.
 - 17% respondent comments were categorized in the theme: Work duties have not changed.
- Regarding Preferred Work Schedule: 88% of employee respondents reported being very or somewhat interested in working during traditional business hours.
- Regarding Work Site Safety: Employee respondents reported that the three most important when working in the office/field are: 1: Proper cleaning and sanitation (99%) 2: Physically distancing (96%) 3: Wearing a mask (94%).

The next steps (after reviewing the results) are to work towards addressing the feedback by further clarifying and strengthening what is working, as well as making improvements to the challenges that were presented. To achieve this, the Quality improvement team will be developing a special committee that will assist with clarifying needs and developing process and practices, that will help enhance workflow and systems.

With regards to the client/participant survey, these results are currently in the process of being analyzed and will be presented to leadership within the next few weeks.

Process Development

The Manager of Best Practices and the Wellness Center Manager collaborated, in order to start working with Pomona Unified School District to coordinate training for the staff who will administer the (CANS – Child and Adolescent Needs and Strengths) evaluation tool that will be used, during the course of the project.

AUDITS, DATA, MONITORING & EVALUATION

Documentation Procedures

The Quality Assurance Team (QA) is currently reviewing the new updates on the ICD10 (International Classification of Diseases) Crosswalk and working on the development of the next steps of implementation for clinical programs.

Additionally, the QA team is also working with our electronic health record vendor (Welligent) on the implementation of State and County requirements for direct data submissions of Service Request Logs (SRL) and Client and Service Information (CSI) for tracking a beneficiaries Access to Care.

Finally, the QA team is in development of transitioning the Documentation Weekly Trainings (DWT) for new clinical hires into a web based (Relias) training format. These trainings will be a hybrid of live trainings (virtual for the time being) and web-based self-study trainings which will continue to 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.

Data Collection, Analysis and Reporting

The QI team prepared a report regarding the type and frequency of safety incidents at the agency. This report allows us compare trends from the previous year and also see whether there are changes due to COVID. The report was also shared with the Safety Committee. The plan is to continue collecting data to understand these trends and how to maintain a safe work environment for clients, visitors, and employees.

The Quality Improvement team is also developing three projects for the Quality Improvement Committee: 1) Understanding the process for those who have scheduled intakes and have been discharged from the hospital 2) Expanding the data collected for FSP Outcomes 3) Examining the data to understand how individuals move through our system of care from service request to discharge. These projects will help us understand the successful outcomes for mental health treatment and identify whether improvements can be made to improve client care.

TRAININGS & IN-SERVICES

In-Service Training

The Child and Family Services Department received in-service training pertaining to documentation compliance updates for the ICARE Assessment (ICARE: Infancy, Childhood & Relationship Enrichment). Additionally, agency psychiatrists received in-service training pertaining to updates to H2010 procedure codes for telehealth service documentation compliance requirements.

New Employee Training:

Five documentation trainings were held throughout the month of August for new employees in the clinical department. Five new staff joined Documentation Weekly Trainings (DWT) for the month of August. Also, there was one, two-day electronic health record (EHR) training, that focused on providing a comprehensive overview of the electronic health record. Nine staff attended this training. The Quality Assurance Team continues to provide trainings through videoconference format.

Best Practices Team Training

In the month of August, members of the Best Practices Team attended two sessions of the annual 'MHSA Boot Camp' training. This training will assist the Best Practices Division with most effectively collaborating with the MHSA Department towards developing effective programming, reporting quality outcomes, and maintaining compliance with MHSA regulations.

Attachment

Attachment 17-A: Staff Summary - Workforce COVID-19 Modified Operations Survey

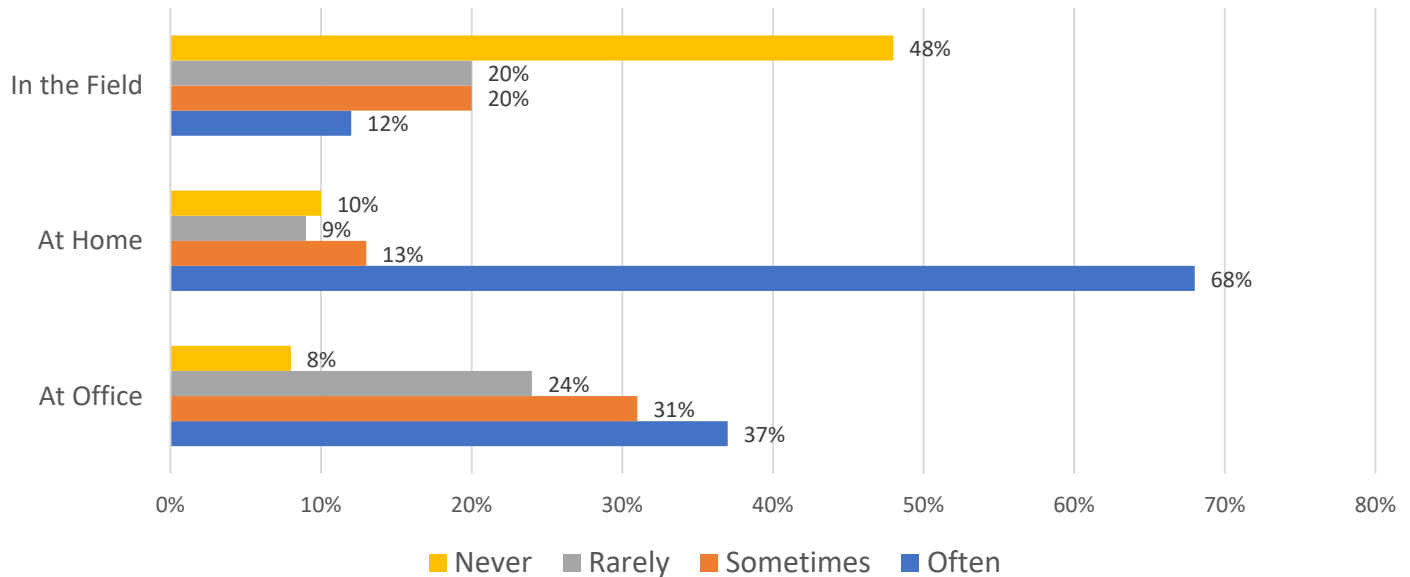
Workforce COVID-19 Modified Operations Survey

July, 2020

Staff Summary Report

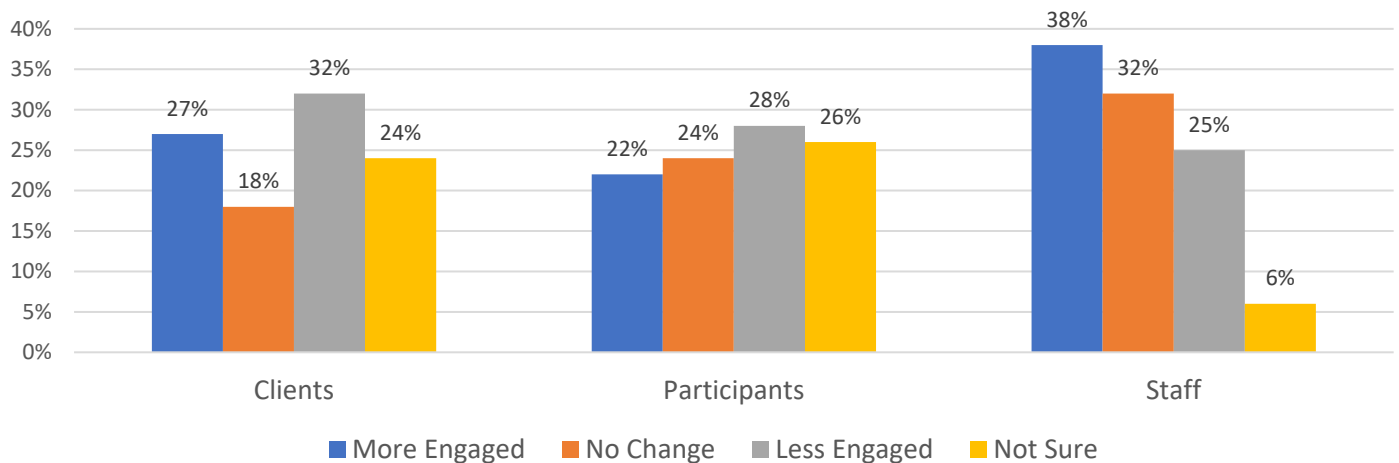
There were 161 employee participants out of 202 employees, resulting in an 80% response rate

A. How frequently do you currently perform your duties in the following locations?

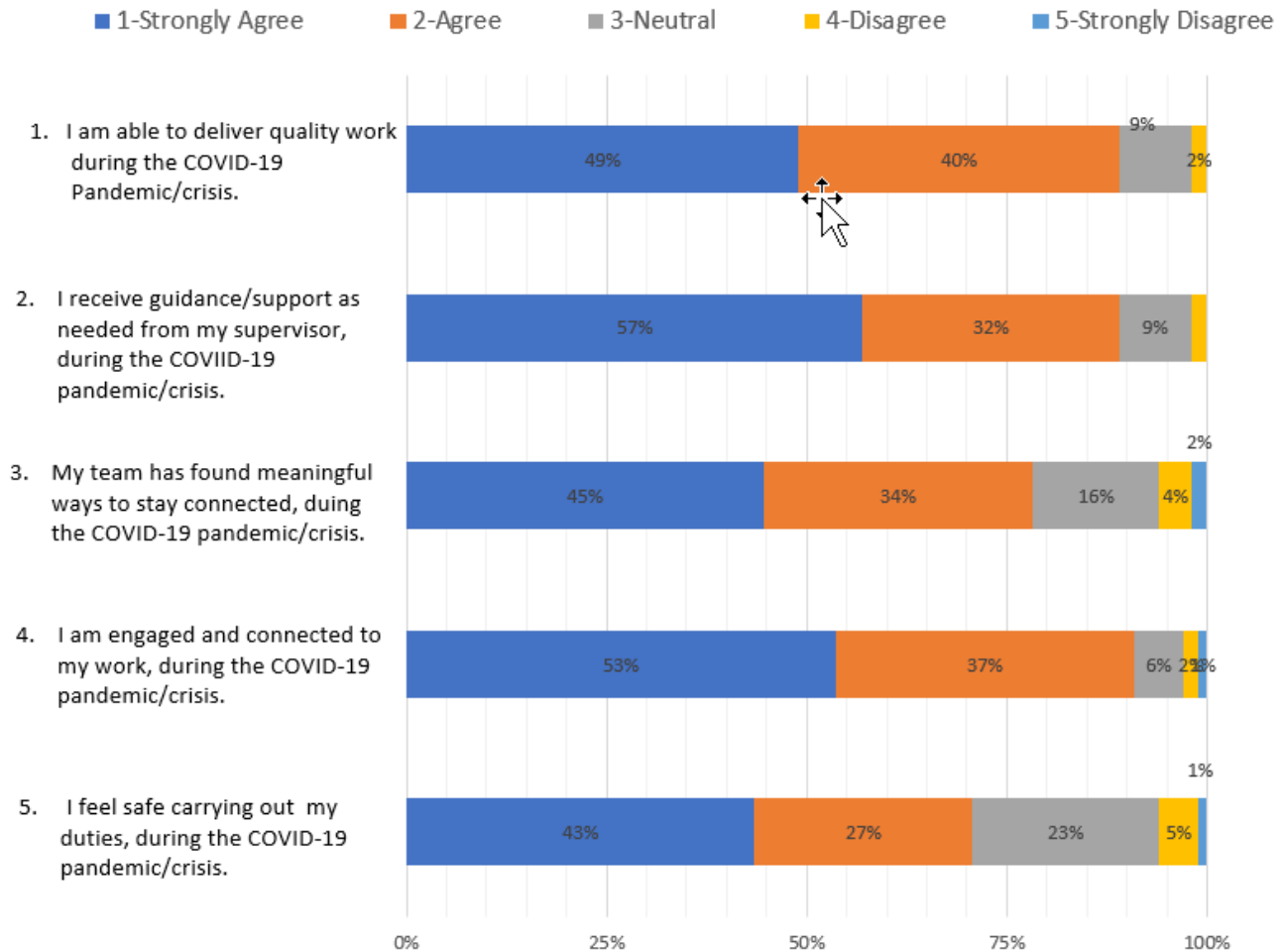


- **68%** of employee respondents reported that they often perform their duties at home.
- **37%** of employee respondents reported that they often perform their duties at the office.
- **19%** of employee respondents reported that they never (10%) or rarely (9%) work at home.
- **12%** of employee respondents reported that they often work in the field.

B. Do you feel that clients/participants/staff are more or less engaged during the COVID pandemic/crisis?

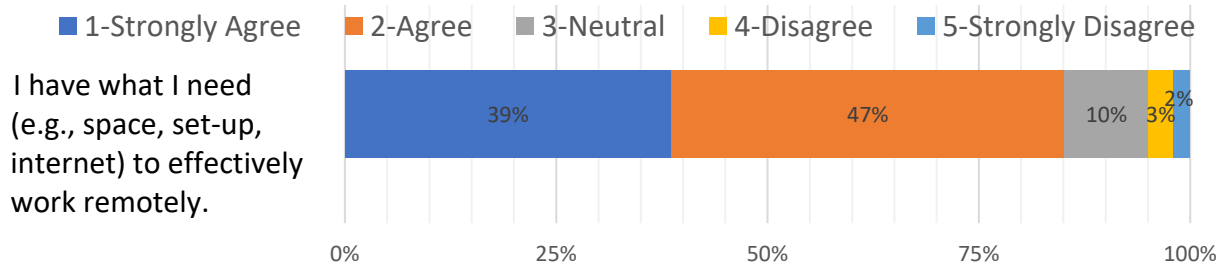


C. Please rate your agreement with the following statements:



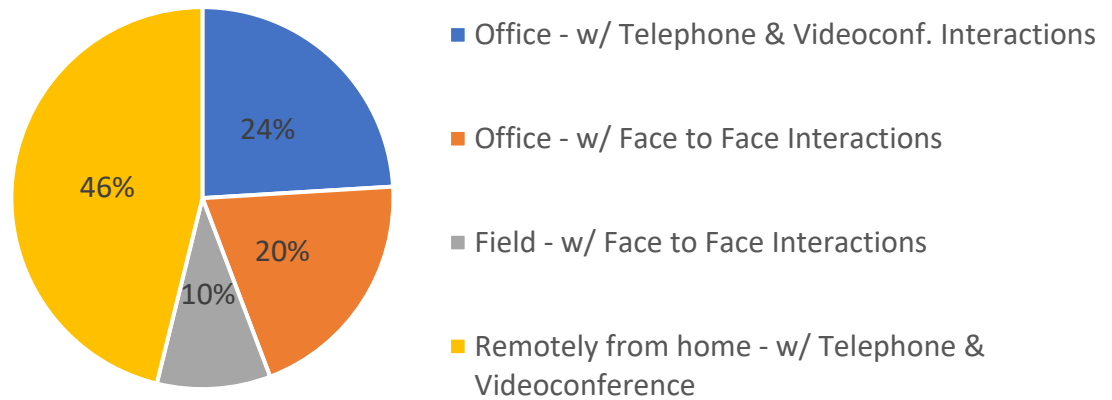
- **90%** of employee respondents reported agreement with the statement: “I am engaged and connected to my work, during the COVID-19 pandemic/crisis”.
- **89%** of employee respondents reported agreement with the statement “I receive guidance/support as needed from my supervisor, during the COVID-19 pandemic/crisis”.

D. Please complete this question if you have worked remotely during the COVID-19 pandemic/crisis.



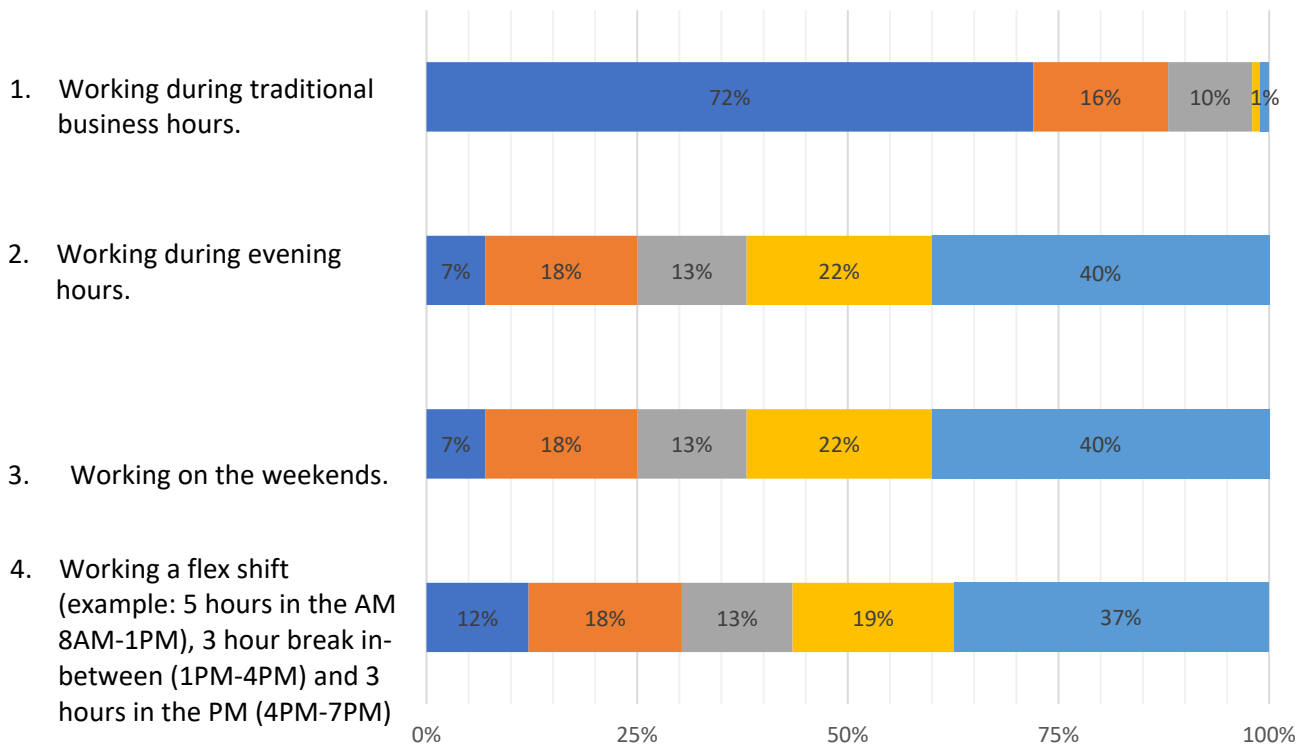
- Of those who worked remotely, **86%** of employee respondents reported agreement with the statement: “I have what I need (i.e., space, set-up, internet) to effectively work remotely”.

E. In thinking about resuming more typical agency operations in the future, please answer the following: If given the option, how would you want to arrange your work schedule? Please provide a % for each of the following options. The total must equal 100%. If the option doesn't apply, enter 0.



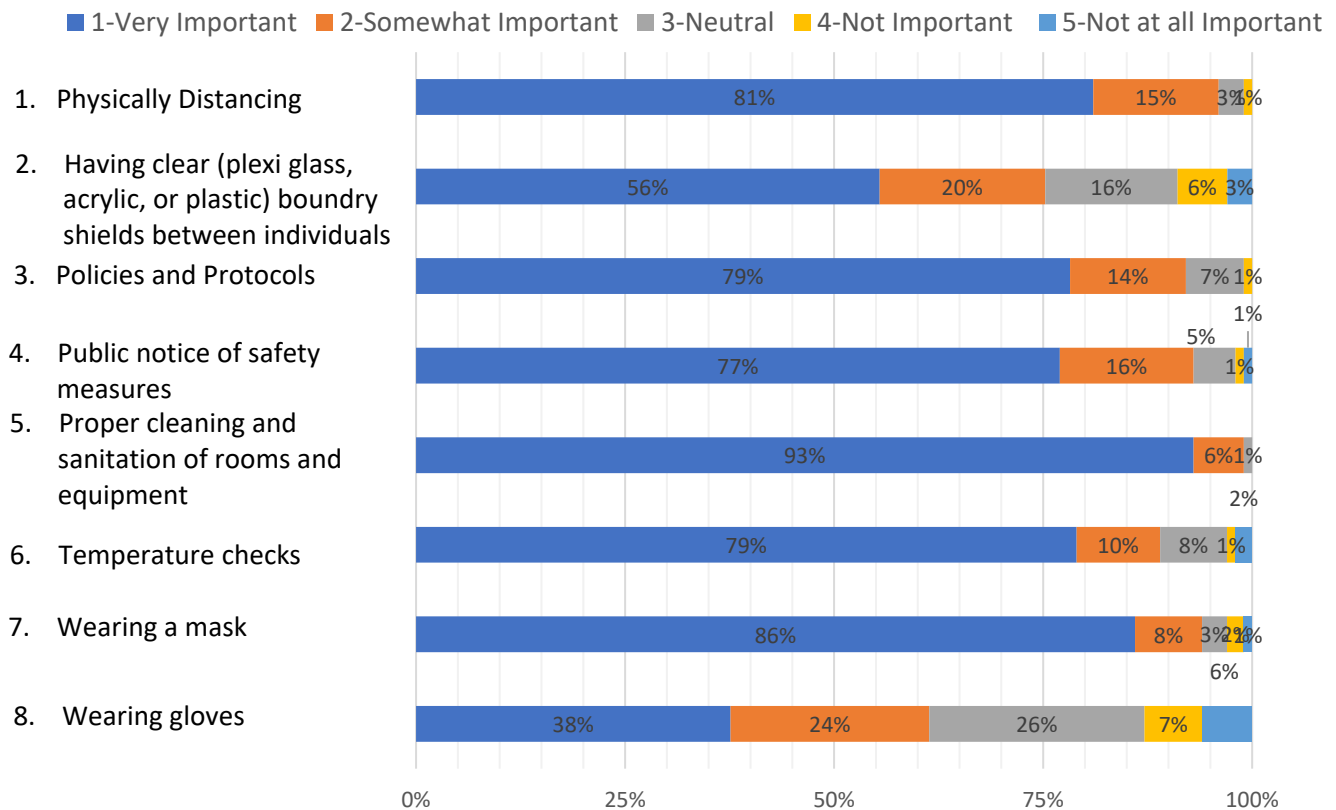
F. If given the option, how interested would you be in the following work scheduling possibilities (as a way to meet your work/life scheduling needs):

1-Very Interested 2-Somewhat Interested 3-Neutral 4-Not Interested 5-Not at All Interested



- Schedule: **88%** of employee respondents reported being very or somewhat interested in working during traditional business hours.

G. How important are the following to you, when working in the office and/or field?



- Employee respondents reported that the three most important when working in the office/field: 1: Proper cleaning and sanitation (**99%**) 2: Physically distancing (**96%**) 3: Wearing a mask (**94%**)

H. Open Ended Comments Summary

1. How have your work duties changed during the COVID-19 pandemic/crisis?

- 44** employee respondents had comments that were categorized in the theme: Work duties have changed generally, due to **REMOTE WORK and TELEPHONE & VIDEO INTERACTIONS**.
- 33** employee respondents had comments that were categorized in the theme: Work duties have changed, as they have **INCREASED**.
- 20** employee respondents had comments that were categorized in the theme: Work duties have changed, as they are more **CHALLENGING**.
- 23** employee respondents had comments that were categorized in the theme: Work duties have **NOT CHANGED**.
- 11** employee respondents had comments that were categorized in the theme: **VARIOUS** or **UNGROUPE**d.
- 4** employee respondents had comments that were categorized in the theme: Work duties have changed, in a **POSITIVE** way.

2. Any suggestions for how the organization can better support you, while working remotely? *Only those working remotely were asked to answer this question.*
- 14 employee respondents had comments that were categorized in the theme: Support needed with **EQUIPMENT** and **SUPPLIES**, while working remotely.
 - 10 employee respondents had comments that were categorized in the theme: **VARIOUS** or **UNGROUPED** - regarding needing support, while working remotely.
 - 7 employee respondents had comments that were categorized in the theme: Feel **POSITIVE ABOUT CURRENT SUPPORT** received, while working remotely.
 - 3 employee respondents had comments that were categorized in the theme: Support needed by being allowed to **CONTINUE WORKING REMOTELY**.
 - 22 employee respondents had comments that were categorized in the theme: **NO, NONE** or **N/A** - regarding needing support, while working remotely.
3. Any suggestions on how the agency could best support you in transitioning back to the office?
- 30 employee respondents had comments that were categorized in the theme: **SAFETY PRECAUTIONS** would best support transition back to office.
 - 13 employee respondents had comments that were categorized in the theme: **A GRADUAL TRANSITION/TRANSITION PLAN** would best support transition back to office.
 - 8 employee respondents had comments that were categorized in the theme: **CLEAR EXPECTATIONS, INSTRUCTIONS, & GUIDANCE** would best support transition back to office.
 - 7 employee respondents had comments that were categorized in the theme: **NOT READY/DON'T FEEL SAFE/COMFORTABLE** to transition back to office.
 - 4 employee respondents had comments that were categorized in the theme: **FLEXIBILITY & CONSIDERATION OF CHILD CARE NEEDS** would best support transition back to office.
 - 5 employee respondents had comments that were categorized in the theme: **CONSIDERATIONS of WORK SCHEDULES** would best supporting transition back to office.
 - 4 employee respondents had comments that were categorized in the theme: **VARIOUS** or **UNGROUPED**.
 - 13 employee respondents had comments that were categorized in the theme: **UNSURE, NONE, or N/A**